

AMENDMENT TO THE LEASE

AMENDMENT NO. 1	TO LEASE NO. GS-10B-07218 Bldg. #WA7561	DATE 11/10/11	PAGE 1 of 2
ADDRESS OF PREMISES Tower Building, 402 E Yakima Avenue, 2 nd and 3 rd Floors, Yakima, WA 98901			

THIS AGREEMENT, made and entered into this date by and between The Tower, LLC

whose address is 402 E Yakima Avenue, Suite 1200
Yakima, WA 98901-2794

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective October 27, 2011, as follows:

On October 22, 2010, the Government awarded a contract to lease space at Tower Building, 402 E Yakima Avenue, 2nd and 3rd Floors, Yakima, WA 98901 under the terms and conditions of Lease GS-10B-07218. The Tenant Improvements Prior to the Government's Initial Acceptance of Space paragraph in the Solicitation for Offers (SFO) attached to and forming a part of this lease required you to submit a proposal based on adequate competition for the Tenant Improvement (TI) costs associated with this lease. The lease allowed you to submit this information instead of cost and pricing data.

- I. Since you were unable to provide documentation of sufficient competition to meet the requirements of FAR 15.403-1(c)(1), the lease required you to provide cost and pricing data as well as a certificate of current cost or pricing data, in the format specified in FAR 15.406-2, certifying that to the best of your knowledge and belief, the cost or pricing data were accurate, complete, and current as of the date of agreement on price. Based on this contract requirement, we have reviewed your revised TI costs and determined that they are fair and reasonable. This SLA represents your Notice to Proceed (NTP) with the construction of the TIs in the amount of \$545,642.08. The lease requires completion of the construction per paragraph 5.11 of SFO LWA05942 no later than 120 working days from receipt of the NTP.
The pricing submitted is a firm bid contract and other than Government changes to the scope no change orders will be accepted.
- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$545,642.08, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

NAME OF SIGNER
By: JEM Development Real Estate, Inc.
General Manager of The Tower, LLC
Joseph R. Morner, Sr. President

402 E. Yakima Ave. Ste. 1200 - Yakima, WA 98901

IN PRESENCE OF

NAME OF SIGNER
Terrie Dragoo

UNITED STATES OF AMERICA

NAME OF SIGNER
MICHAEL J. O'BRIEN
CONTRACTING OFFICER
OFFICIAL TITLE OF SIGNER

The invoice should be submitted electronically to (www.finance.gsa.gov) with a courtesy copy to michael.j.obrien@gsa.gov or sent to the addresses below:

Invoice Address:
General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Courtesy Copy Address:
General Services Administration
c/o Michael J O'Brien
400 15th Street SW 10PTE
Auburn, WA 98001-6599

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0018775

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

- III. Both the Tenant Improvements Cost Summary and the Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A.
- V. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

INITIALS:  Lessor  Government