

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4	Page 1 of 2
	TO LEASE NO. GS-10B-07221 Bldg# WA7772	
ADDRESS OF PREMISES 2608 South 47 th Street, Tacoma, WA 98408	PDN Number:	

THIS AMENDMENT is made and entered into between Rattlesnake Mountain Development Co., LLC

whose address is: 8911 WEST GRANDRIDGE BLVD., SUITE C
KENNEWICK, WA 99336-7126

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 approve change order #2.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the date of the government signature of this Amendment as follows. In addition, use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

Paragraph 20 is hereby modified:

20. NOTICE TO PROCEED WITH TENANT IMPROVEMENTS AND LUMP SUM PAYMENT

The following change order costs have been reviewed and approved by the Government as fair and reasonable. The costs indicated below include all costs for labor, materials, fees, overhead, profit and any other costs required to complete this work. This lease amendment serves as the Notice to Proceed for change order 2, as documented in the attached Exhibit A. The total cost of the Tenant Improvements is hereby increased to \$551,118.49. The Government will amortize the costs associated with this change order () over the remaining firm term of the lease, upon acceptance of work performed.

Continued on Page 2

This Lease Amendment contains {2} pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: Gregory J. Markell
Title: Managing Member
Entity Name: Rattlesnake Mtn Dev Co LLC
Date: 12/12/13

FOR THE GOVERNMENT:

Signature: _____
Name: Terria Heinlein
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/28/14

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Carla A. Markell
Title: W. Pres.
Date: 12/12/13

TI Change Orders with NTP Issued by Lease Amendment		
Change Order #1	ADD: Motion Detectors/Strobes	
TOTAL CHANGE ORDER COSTS (LA 3)		
Change Order #2	ADD: 25 cat 6 patch cables and new light and plug for CCTV monitor at LAN room	
TOTAL CHANGE ORDER COSTS (LA 4)		
TOTAL CHANGE ORDERS TO DATE:		\$2,268.73

- I. A Notice to Proceed for Tenant Improvements, dated September 30, 2013, previously issued approved a total TI cost of: \$548,849.76.
- II. Further authorization for change order 1 was issued via Lease Amendment #3 on 10/31/13 increasing the total TI cost to \$550,771.23.
- III. With the addition of Change Order 2 outlined above, the new total TI cost is \$551,118.49, of which \$422,812.13 will be amortized over the remaining firm term of the lease, and \$123,483.91 for security, and \$4,820.45 for the LAN Rack will be paid via lump sum upon completion, inspection, and acceptance of the space; and upon receipt of an original invoice by the Contracting Officer.

The original invoice should be sent electronically to (www.finance.gsa.gov) **AND** must be sent directly to the GSA Finance Office at the following address:

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

A copy of the original invoice should be sent (electronic email ok) to the Contracting Officer at:

**Hilda Gonzalez
 Lease Contracting Officer
 GSA
 400 N. 15th St. SW
 Auburn, WA 98001**

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and description, price, and quantity of the items delivered

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

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

INITIALS: AM & JH
 LESSOR GOVT