

ADDRESS OF PREMISES: 300 FIFTH AVENUE, SEATTLE, WA 98104

THIS AGREEMENT, made and entered into this date by and between YESLER INVESTMENT COMPANY, LLC

whose address is 1000 Second Avenue, Suite 1800  
Seattle, WA 98104-1046

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 memorialize a settlement agreement between the Lessor and the Government a result of the Lessor filing a Request for Equitable Adjustment.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 14, 2013, as follows:

I. The Lessor submitted a Request for Equitable Adjustment on January 17, 2013. The Government has reviewed, negotiated and Lessor has agreed to a settlement on costs related to the preparation of space for occupancy by the government. GSA shall pay and the Lessor shall accept a lump sum payment in the amount of \$115,290.00.

II. THAT, upon payment of the settlement amount by the Government, Lessor shall be deemed to have released the Government, as of the date of such payment, of and from any and all claims, demands for relief, remedies, or equitable adjustments, known and unknown, of any nature or description whatsoever, legal or equitable, which relate directly or indirectly to Lease GS-10B-07333 originating prior to January 17, 2013, including any claim for interest or payment of attorney's fees under the Equal Access To Justice Act, 5U.S.C. 504, and all other costs.

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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: 2/27/13

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Leasing Officer

GSA, Public Buildings Service

Date: 3/4/13

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 2/27/13

III. The original invoice must be submitted 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

Or online at: [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the invoice(s) must be provided to the Contracting Officer at the following address:



General Services Administration  
Attn: James A. Coffelt  
PBS, 10PRA  
400 15<sup>th</sup> Street SW  
Auburn, WA 98001  
[james.coffelt@gsa.gov](mailto:james.coffelt@gsa.gov)

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 # **PS0025372**

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

All other terms and conditions of the Lease shall remain in force and effect.

Lessor  /Govt   
Lease Amendment Form 07/12