

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-10B-07380
ADDRESS OF PREMISES: 100 First Street Friday Harbor, WA 98250	PDN Number: PS0029299

**THIS AGREEMENT**, made and entered into this date by and between Friday Harbor Center, INC.

whose address is: 124 Blackberry Lane, Friday Harbor, WA 98250-8220

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 issue another partial Notice to Proceed and memorialize a release of claims.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 24, 2014, as follows: Paragraph 7.04 is hereby deleted and replaced below and Paragraph 7.07 is hereby added to the Lease.

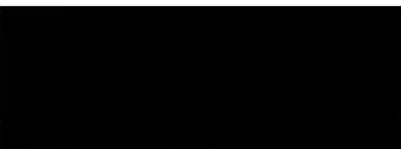

Continued on Page 2.

This Lease Amendment contains 2 pages and Exhibits A-D (6 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.


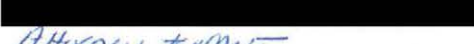
**FOR THE LESSOR:**

Signature:   
 Name:   
 Title: Owner  
 Entity Name: Friday Harbor Center Inc  
 Date: 9/25/14

**FOR THE GOVERNMENT:**

 **LINDSEY D. SNOW**  
 ACTING OFFICER  
 Name:   
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: SEP 25 2014

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name:   
 Title: Attorney at Law  
 Date: 9-25-14

**7.04 NOTICE TO PROCEED FOR TI COSTS OVER THE TENANT IMPROVEMENT ALLOWANCE**

- A. The total Tenant Improvement Allowance (TIA) of \$222,437.53 is set forth in Paragraph 1.08. On July 1, 2014, the Government issued a partial Notice to Proceed (NTP) in the amount of \$696,928.00 which excluded several items per the Exhibit B (to LA 2). The Government has reviewed the Lessor's revised pricing for TI costs per Exhibit C (1 page), and Change Orders 1 and 2 (Exhibit D, 3 pages), and has determined them to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. This Lease Amendment represents an additional limited Notice to Proceed for the work outlined in the table below.
- B. Following the issuance of this partial NTP, the Government and Lessor will continue to revise the scope and costs for the remaining excluded items outlined in Exhibit B, in order to arrive at fair and reasonable pricing so that the Government may issue a subsequent NTP for those items. The Lessor shall not undertake any work in excess of the amount authorized in this NTP without written approval from the GSA Contracting Officer via a subsequent Lease Amendment. Approved lump sum payments shall be paid per the instructions outlined in Paragraph 7.05.

TI Pricing / CO#	Description	Amount	Status	Approved via LA #	Accepted Yes/No	Exhibit
Partial NTP	Limited Notice to proceed with exclusions	\$474,490.00	Approved	LA #2	NO	A/B
Partial NTP	Limited Notice to proceed with exclusions	\$147,562.12	Approved	LA #3	NO	C
CO #1	Additional design services	[REDACTED]	Approved	LA #3	NO	D
CO #2	Reframing and demolition	[REDACTED]	Approved	LA #3	NO	D
<b>Total Lump Sum</b>		<b>\$654,457.90</b>	Approved	LA #3	NO	

- C. The following exhibits are attached to and made part of this lease:  
 Exhibit A to Paragraph 7.04 (previously incorporated in the Lease as Exhibit A to LA 2) (1 page)  
 Exhibit B to Paragraph 7.04 (previously incorporated in the Lease as Exhibit B to LA 2) (1 page)  
 Exhibit C to Paragraph 7.04 (1 page)  
 Exhibit D to Paragraph 7.04 (3 pages)

**7.07 RELEASE OF CLAIMS**

Upon execution of LA No. 3, Lessor shall be deemed to have released the Government of and from any and all claims, payments, demands for relief, equitable adjustments, actions or remedies, legal or equitable, which relate to or arise from delay or changes occurring or arising prior to issuance of this LA.

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

INITIALS:  LESSOR &  GOVT