

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LWA07390
ADDRESS OF PREMISES 500 East Broadway, Suite 240 Vancouver, WA 98660-3341	PDN Number PS0030301 Building Number: WA7890

THIS AGREEMENT, made and entered into this date by and between
BROADWAY INVESTORS, LLC

whose address is: 500 EAST BROADWAY, SUITE 110, VANCOUVER, WA 98660-3322

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 a Notice to Proceed (NTP) for TIs within the TI Allowance concession, issue a NTP for lump sum payment projects, provide lump sum payment invoicing instructions, and outline change order procedures.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

Paragraphs 7.02, 7.03, and 7.04 are hereby added to the Lease.

7.02. NOTICE TO PROCEED FOR INITIAL TI COSTS IN EXCESS OF THE TENANT IMPROVEMENT ALLOWANCE

The total Tenant Improvement Allowance (TIA) consists of a concession to the Government of \$50,000.00, as is set forth in Lease Paragraph 1.08. The Government has reviewed the Lessor's pricing for TI costs and has determined it to be fair and reasonable. The Government hereby approves TI work not to exceed \$64,121.00¹, as outlined on Exhibit A, attached hereto (1 page). Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete the approved work. The approved pricing exceeds the TIA concession by \$14,121.00¹ (TI Overage). The approved TI Overage will be paid per the instructions outlined in Paragraph 7.03, below. This lease amendment serves as Notice to Proceed (NTP) for those TIs depicted in Exhibit A. 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.



¹ Figures are rounded to the nearest dollar

This Lease Amendment contains 2 pages, plus Exhibit A (1 page).


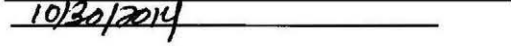
All other terms and conditions of the lease shall remain in force and effect.

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


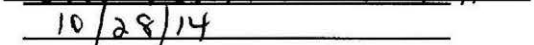
FOR THE LESSOR:

Signature: 
Name: 
Title: Manager
Entity Name: Broadway Investors, LLC
Date: 10/28/14

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: GSA, Public
Date: 10/30/2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: WITNER
Date: 10/28/14

7.03. LUMP SUM PAYMENT INVOICING INSTRUCTIONS

Upon completion of the space by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in Paragraph 7.02. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy copy to the GSA Contracting Officer at frances.manning@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 # PS0030301

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

7.04. CHANGE ORDER PROCEDURES

- A. The General Contractor's fee will not exceed 10% of the total subcontractor's costs and General Conditions for Change Order.
- B. Lessor is not charging an Architectural fee.
- C. Lessor is not charging a Project Management fee.
- D. All requests for change order price quotations shall be in writing from the General Services Administration's (GSA) Contracting Officer/Specialist or Project Manager on a Price Request form.
- E. Price quotations shall be supplied by the Lessor to the Government within one week of the written request.
- F. Notification of change order approval status shall be given within three weeks of the date the price quotation was received by the Government.
- G. Without written approval from the GSA Contracting Officer, no change order should be processed. If a change order is processed without written consent of the GSA Contracting Officer, the Lessor shall bear full financial responsibility for the change order and compliance to the terms of the Lease. Written approval shall be in the form of a signed Change Order form. All Change Orders will subsequently be memorialized in the Lease via Lease Amendment. Change Orders will be grouped to prevent excessive Lease Amendments.

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

INITIALS: W LESSOR & JM GOVT