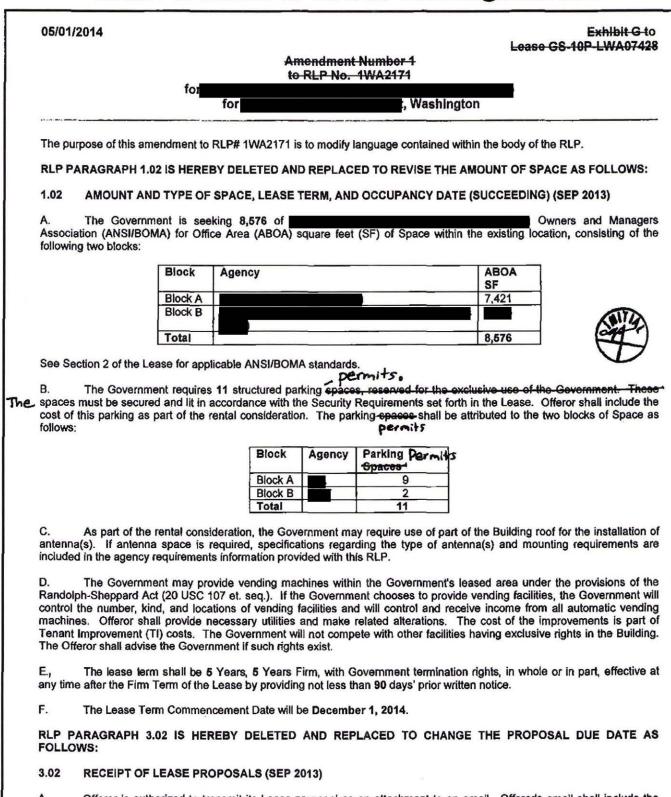
EXHIBIT F TO LESSE GS-10P-LWA07428 - LEASE AM DMENT NO. 1



A. Offeror is authorized to transmit its Lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the GSA email address identified in the RLP will be accepted. Offeror

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Initials: ______Lessor & _____Gov't

Exhibit G to Lease GS-10P-LWA07428

submitting a lease proposal by email shall retain in its possession, and make available upon GSA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than 5:00 pm Pacific on the following date at the following designated office and address:

Date:	May 22, 2014
Office:	Brian Weiss
	JLL
Address:	1801 K St. NW, Suite 1000
	Washington, DC 20006

2. No later than 5:00 pm Pacific on the following date at the following email address:

Date:	May 22, 2014	
Email Address:	Brian Weiss	Kristen Yee
	JLL	GSA
	brian.weiss@am.jll.com	kristen.yee@gsa.gov

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one Working Day prior to the date specified for receipt of proposals.

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

-----END OF RLP CHANGES-----END OF RLP CHANGES------

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Exhibit G to Lease GS-10P-LWA07428

LEASE PARAGRAPH 1.01 IS HEREBY DELETED AND REPLACED TO REVISE THE PREMISES AS FOLLOWS:

1.01 THE PREMISES (SUCCEEDING) (SEP2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 9,852 rentable square feet (RSF), yielding 8,576 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 11th floor and known as Suite(s) 1101, and 1115, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A, and consisting of two blocks, as follows:

Block	Agency	Floor	Suite	RSF	ABOA SF
Block A		11	1101	8,525	7,421
Block B		11	1115	1,327	1,155
Total				9,852	8,576

B. <u>Common Area Factor</u>: The Common Area Factor (CAF) is established as **15** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

LEASE PARAGRAPH 1.02 IS HEREBY DELETED AND REPLACED TO REVISE THE AMOUNT OF PARKING AS FOLLOWS:

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

permits

A. <u>Parking</u>: 11 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of -the Covernment; of which 11 shall be structured/inside parking epoces, and 0 shall be surface/outside parking spaces, attributed to the two blocks of Space, as follows:

Block	Agency	Parking Permit
Block A		9
Block B		2
Total		11

permits

In addition, the Lessor shall provide such additional parking epages as required by the applicable code of the local government entity having jurisdiction over the Property.

B. INTENTIONALLY DELETED.

Initials: _____Lessor & ____Gov't

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LEASE PARAGRAPH 1.03 IS HEREBY DELETED AND REPLACED TO REVISE THE RENT TABLE STRUCTURE AS FOLLOWS:

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	BLOCK A ANNUAL RENT 12/1/2014 TO 11/30/2019	
	12/1/14 to 8/31/15	9/1/15 то 11/30/19
SHELL RENT	\$XXX,XXX.XX	\$XXX,XXX.XX
OPERATING COSTS	\$XXX,XXX,XX	\$XXX,XXX XX
PARKING	\$XXX,XXX.XX	\$XXX,XXX.XX
TOTAL ANNUAL RENT	\$XXX,XXX.XX	\$XXX,XXX.XX

	BLOCK B ANNUAL RENT
	12/1/2014 to 11/30/2019
SHELL RENT	\$XXX,XXX.XX
OPERATING COSTS	\$XXX,XXX.XX
PARKING	\$ XXX, XXX XX
TOTAL ANNUAL RENT	\$XXX,XXX.XX

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED.

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

 All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

permit Parking shall be provided at a rate of \$XX per parking epace per month (structured/inside). H. ----- END OF LEASE MODIFICATIONS ------Page - 4 - of 5

Exhibit G to Lease GS-10P-LWA07428

This document is now considered to be part of Request for Lease Proposal No. 1WA2171 and Lease No. GS-10P-LWA07428.

All respondents to this Request for Lease Proposal shall acknowledge receipt of this amendment by signature on one copy in the space provided below. The acknowledged copy of this amendment must be received by 4:00 p.m. PDT on Thursday, May 8, 2014. You may email a signed copy of this amendment to Kristen Yee at Kristen.yee@gsa.gov. <u>A hard copy of the amendment must be mailed to the following</u> (can be included with submitted offer):

U.S. General Services Administration Attn: Kristen Yee 400 15th Street SW Auburn, WA 98001 kristen.yee@gsa.gov

	FOR THE GOVERNMENT	
	SIGNATURE	
VAME	NAME	*
MANAGER, SKOTPAL I		

DATE

DATE

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