

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LWA07499 BLDG. NO. WA7962
ADDRESS OF PREMISES Fifth & Yesler 300 Fifth Avenue, Suite 100 Seattle, WA 98104-2398	PDN Number: N/A

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

whose address is:

1000 Second Avenue, Ste 1800
Seattle, WA 98104-3619

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 establish Beneficial Occupancy, reflect Beneficial Occupancy in the Rent Table, remove unused BSAC and associated paragraphs from the lease, establish the Termination Rights date, and memorialize Change Order 1 and Change Order 2.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 8, 2017 as follows:

The Lease Term and Lease Paragraphs 1.03 and 1.05 are hereby deleted in their entirety and replaced below. Paragraphs 1.10 and 1.11 are hereby deleted in their entirety. Paragraph 7.04 is hereby added to the Lease.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term

February 8, 2017 - February 7, 2037;

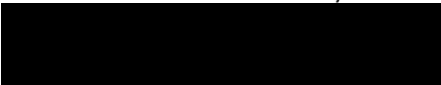
subject to termination rights as are hereinafter set forth.

(continued)


This Lease Amendment contains 3 pages, Exhibit 1A contains 12 pages, Exhibit 1B contains 2 pages and Exhibit 1C contains 1 page.

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

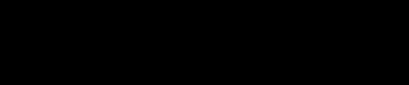
FOR THE LESSOR: Yesler Investment CO, LLC

Signature: 
 Name: Martin Selig
 Title: Manager
 Entity Name: Yesler Investment Co LLC
 Date: 2.9.17

FOR THE GOVERNMENT:

Signature: 
 Name: KRISTEN N. YEE
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, FEB 09 2017
 Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Theresa Howard
 Title: _____
 Date: 2.9.17

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

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

	2/8/2017 – 2/7/2022	2/8/2022 – 2/7/2027	2/8/2027 – 2/7/2032	2/8/2032 – 2/7/2037
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$207,461.16	\$228,596.16	\$306,372.96	\$327,507.96
OPERATING COSTS	\$ 63,521.55	\$ 63,521.55	\$ 63,521.55	\$ 63,521.55
TENANT IMPROVEMENTS RENT ¹	\$ 53,932.77	\$ 53,932.77	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$324,915.48²	\$346,050.48	\$369,894.51	\$391,029.51

¹Total Tenant Improvements of \$404,825.89 are amortized at a rate of 6.0% per annum over 120 months.

²Lessor's offered concession of \$30.00 per ABOA, for a total of \$206,790.00 (the "Credit"), to be applied against any and all lump sum Tenant Improvement costs in excess of the Tenant Improvement Allowance until exhausted. However, should the lump sum Tenant Improvement costs aggregate to less than \$206,790.00, the remaining Credit may be applied by the Government by withholding from each payment of the first full 18 installments of monthly rent an amount equal to such remaining Credit divided by 18, until the Credit is fully exhausted; provided, that any amount so withheld from monthly rent shall not exceed the sum of the shell rent and operating costs due and payable in the relevant month. The final aggregate amounts of the applied and remaining Credit are as set forth in Paragraph 7.04.G.

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- E. INTENTIONALLY DELETED
- F. 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.
- G. 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 System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- H. 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."
 2. 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.
- I. INTENTIONALLY DELETED
- J. INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part at any time on or after February 7, 2032, provided the Government gives 180 days written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

INITIALS: m LESSOR & K GOV'T

7.04 TENANT IMPROVEMENT RECONCILIATION

A. The Government has accepted the Tenant Improvements required by this Lease, the costs for which are described in the table in Subparagraph B, below. All costs exceeding the TIA will be paid per the instructions outlined in Paragraph 7.05.

B.

TI Pricing/ CO#	Description	Amount	Approved via	Exhibit
TICS 11/15/2016	Initial Total Project Costs (TIs)	[REDACTED]		Exhibit 1A
	TI Allowance Amortized into the Lease		Lease	Lease Paragraph 1.08
TI Overage	TI Costs Exceeding the TIA Based on Approved TICS dated 11/15/2016		NTP Letter	Exhibit 1A
CO #1	Installing electrical outlets in modular furniture		LA #1	Exhibit 1B
CO #2	Corner Guards		LA #1	Exhibit 1C
	TOTAL AMOUNT APPLIED AGAINST THE CREDIT AT BENEFICIAL OCCUPANCY 2/8/2017		LA #1	

C. The Total Project Cost is \$449,777.02 as of Beneficial Occupancy on February 8, 2017. At the time of space acceptance, the Government confirmed that Tenant Improvements and Change Order 1 have been completed. Change Order 2 has been granted notice to proceed and will be accepted in a separate writing as a punch-list item. Such Change Orders as are pending, if ordered by the Government, will be memorialized in a subsequent Lease Amendment.

D. Exhibit 1A – Tenant Improvements Cost Summary (TICS), dated December 9, 2016 (12 pages).

E. Exhibit 1B – Change Order 1 Approval (2 pages).

F. Exhibit 1C – Change Order 2 Approval (1 pages).

G. Per Lease Amendment No. 1, the aggregate Credit applied to Tenant Improvements is [REDACTED] and the remaining Credit (to be applied against monthly rent pursuant to Paragraph 1.03.A) is [REDACTED]

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

INITIALS: m & K
 LESSOR & GOV'T