

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LWA07439 BLDG. NO. WA7962
ADDRESS OF PREMISES Fifth & Yesler 300 Fifth Avenue, Suite 100 Seattle, WA 98104-2398	PDN Number: PS0032456

**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 issue Notice to Proceed for Tenant Improvements (TI) and Building Specific Amortized Capital work (BSAC), provide lump sum payment invoicing instructions, and specify change order procedures.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 23, 2015, as follows:

Paragraphs 7.03, 7.04, and 7.05 are hereby added to the Lease.


**7.03 NOTICE TO PROCEED FOR TIs EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE**


A. The Government has reviewed the Lessor's total pricing for Tenant Improvement (TI) costs including the Tenant Improvement Allowance (TIA), Building Specific Amortized Capital Allowance (BSACA) and costs in excess of the TIA and BSACA as described in the table in Subparagraph B, below, and 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 serves as the Notice to Proceed (NTP) for TIs within the TI and BSAC allowances and in excess of the TIA as specified in the table below and as depicted in the applicable Exhibits. All costs exceeding the TIA and BSACA will be paid per the instructions outlined in Paragraph 7.04.

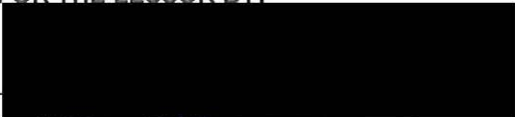
*(continued)*

This Lease Amendment contains 3 pages, Exhibit A to Lease Paragraph 7.03 (29 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: Manager  
Entity Name: Yesler Invest Co, LLC  
Date: 8/29/15

**FOR THE GOVERNMENT**   
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
GSA, Public Buildings Service,  
Date: 8/10/2015

**WITNESSED FOR THE LESSOR BY:**   
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 8/29/15

B.

TI Pricing/ CO#	Description	Amount	Approved via LA #	Exhibit
TICS 7/22/15	Initial Total Project Costs (TI's and BSAC)	\$191,894.23	LA #1	Exhibit A to Lease Paragraph 7.03
	TI Allowance Amortized into the Lease	\$(81,110.73)	Lease	Lease Paragraph 1.08
	BSAC Amortized into the Lease	\$(8,976.00)	Lease	Lease Paragraph 1.11
TI Overage	TI Costs Exceeding the TIA Based on Approved TICS date July 22, 2015	\$101,807.50	LA #1	Exhibit A to Lease Paragraph 7.03
	<b>TOTAL LUMP SUM</b>	<b>\$101,807.50</b>		

C. The Total Project Cost is \$191,894.23

D. Exhibit A to Lease Paragraph 7.03 – Tenant Improvements Cost Summary (TICS), dated July 22, 2015.

**7.04 LUMP SUM PAYMENT PROCEDURES**

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 7.03. 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](http://www.finance.gsa.gov) with a courtesy copy to the Contracting Officer at the GSA Finance Office at the following address:

Invoice Address:  
 General Services Administration  
 PBS Payment Branch (BCFA)  
 P.O. Box 17181  
 Fort Worth, TX 76102-0181

Courtesy Copy Address:  
 General Services Administration  
 C/O Kristen Yee  
 400 15th Street SW  
 Auburn, WA 98001  
 Kristen.Yee@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 # PS0032456

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

**7.05 CHANGE ORDER PROCEDURES**

- A. The General Conditions will not exceed 5% of the total subcontractor's costs.
- B. The General Contractor's fee will not exceed 15% of the total subcontractor's costs plus General Conditions for the Change Order.
- C. The Architectural/Engineering fees for construction changes will not exceed 12% of the General Contractor's Total Cost of Change Order (and will only apply if the Change Order requires design services).
- D. INTENTIONALLY DELETED
- E. The Lessor's Project Management fee will not exceed 15% of the total costs.
- F. 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.
- G. Price quotations shall be supplied by the Lessor to the Government within one week of the written request on a Change Order form.
- H. Notification of change order approval status shall be given within three weeks of the date the price quotation was received by the Government.

INITIALS:  LESSOR &  GOV'T