

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-10B-07221 Bldg# WA7772ZZ
ADDRESS OF PREMISES 2608 South 47 <sup>th</sup> Street, Tacoma, WA	PDN Number:

**THIS AMENDMENT** is made and entered into between **Rattlesnake Mountain Development Co., LLC**

whose address is: 8911 West Grandridge Blvd., Suite C  
KENNEWICK, WA 99336 - 7126

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 order the commencement of Tenant Improvements (TI's).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 18, 2013 as follows:

**Paragraph 20 is hereby added.**

**20. NOTICE TO PROCEED WITH TENANT IMPROVEMENTS AND LUMP SUM PAYMENT**

The Government has reviewed the Lessor's TI cost proposal and determined that the proposal is fair and reasonable. This LA serves as the Lessor's Notice to Proceed (NTP) for the construction of TIs in the amount of **\$548,849.76**. Said amount includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work. The lease requires completion of the construction no later than 120 working days from NTP

GSA has chosen to pay the cost associated with security improvements in the amount of \$121,564.44, and the LAN Rack improvements in the amount of \$4,820.45, via lump sum, upon completion, inspection, and acceptance of the space; and upon receipt of an original invoice by the Contracting Officer; thereby leaving the remaining cost of \$422,464.87, to be amortized over the remaining firm term of the lease.



In the event there are change orders, the Lessor is required to provide detailed pricing information in order for the government to determine fair and reasonable price. Any COR shall be approved by the GSA Contracting Officer and must be memorialized into the lease by a Lease Amendment (LA). They will be tracked and be part of the TI reconciliation and beneficial occupancy LA once the Government has accepted the space.

This Lease Amendment contains (2) 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: Managing member  
Entity Name: Rattlesnake Mtn Development  
Date: 9/23/13 Co. LLC

**FOR THE GOVERNMENT:**

Signature:   
Name: Terrina Heinlein  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 9/30/13

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: David H. Hanner  
Title: Book Keeper  
Date: 9/23/13

The original invoice should be sent electronically to (www.finance.gsa.gov) **AND** must be sent directly to the GSA Finance Office at the following address:

**General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181**

A copy of the original invoice should be sent (electronic email ok) to the Contracting Officer at:

**Hilda Gonzalez  
Lease Contracting Officer  
GSA  
400 15th St. SW  
Auburn, WA 98001**

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and description, price, and quantity of the items delivered
- GSA PDN#/PS0027322
- GSA PDN#/PS0027238

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

Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

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

INITIALS: SSM  
LESSOR

&

[Signature]  
GOVT