

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 10

TO LEASE NO. **GS-10B-07319** BLDG NO. **WA7847ZZ**
PDN NO. **PS# 0026527**

ADDRESS OF PREMISES

Minata Building, 415 N. Third St., Yakima, WA 98901-2331

THIS AGREEMENT, made and entered into this date by and between TAYLON YAKIMA, LLC

Whose address is 11232 NE 15TH St., Ste 101, Bellevue, WA, 98004-3739

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 tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective May 22, 2013, as follows:

Lease Amendment (LA) Number 10 is issued to incorporate the remodel and alterations of the first floor. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on mutually approved plans, budgets and schedules.

Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-LWA0 with Lease Amendments 1 through 9, and GSA Form 3517 General Clauses.

Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Lease Amendment. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with Lease Amendment Number 10 and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor and inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

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

FOR THE LESSOR:

Signature: _____

Name: Frank Molitor

Title: V.P. Construction

Entity Name: Taylon Yakima, LLC

Date: 5/15/13

FOR THE GOVERNMENT:

Signature: _____

Name: Lois Peterson

Title: Lease Contracting Officer

Entity Name: GSA, Public Building Service

Date: 5/22/13

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: FRANK MOLITOR

Signature: VP

Date: 5/15/13

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Payment: The total cost for tenant improvements is \$4,950.00, in accordance with Exhibit B. Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor for the total cost listed above. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's itemized invoice. The invoice must include:

- Lease number: **GS-10B-07319**
- Building address: **415 N Third St., Yakima, WA, 98901-2331**
- Payment reference number: **PS00 26527**
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor *must* submit invoice documents electronically at www.finance.gsa.gov and inform the Lease Administration Manager of the submittal at susan.brudnicki@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents
GSA Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102

Copies
GSA Spokane Field Office
Attn: Susan Brudnicki, Lease Admin. Manager
904 W. Riverside Ave.
Spokane, WA 99201

Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 14 calendar days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

Schedule: The Lessor shall provide a schedule within 5 calendar days from receipt of the executed Lease Amendment. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven calendar days.

Change Orders: The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

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

J.m. / P
Lessor Gov't