

ADDRESS OF PREMISES Sawyer Hall, 500 Desmond Drive, Lacey, WA 98503

THIS AGREEMENT, made and entered into this date by and between ST. MARTINS ABBEY

whose address is 5300 Pacific Avenue SE, Lacey, WA 98503-7500

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 13, 2012, as follows:

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

FOR THE LESSOR:

Signature: _____

Name: FR. ALFRED V. HULSCHER

Title: VICE PRESIDENT

Entity Name: ST. MARTINS ABBEY

Date: AUG. 20, 2012

FOR THE GOVERNMENT:

Signature: _____

Name: TERRA HEINLEN

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: September 5, 2012

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: ANDREW M. MOYER

Title: ASSOCIATE TREASURER

Date: AUGUST 20, 2012

This Lease Amendment No. 2 establishes Beneficial Occupancy as of August 13, 2012 and amends the above lease to order change orders to tenant improvements, which exceed the tenant improvement allowance, therefore Paragraphs 2 and 16 of the Lease are hereby deleted and replaced in their entirety with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 13, 2012 through August 12, 2022, subject to termination and renewal rights as may be hereafter set forth.

16. On May 2, 2012, the Government issued a Notice To Proceed (NTP) for construction of TIs on a new tenant space of 4,763 RSF at 500 Desmond drive, Lacey, WA 98503. This NTP was issued in the total amount of \$478,661.13. This amount exceeded the TIA (Tenant Improvement Allowance) of \$204,427.96, by a total of \$274,233.17. Subsequently, the Lessor submitted change orders #2, #3 and #4. These change orders total \$14,031.68, and are hereby attached as Exhibit #1(17 Pgs.). These change orders have been reviewed by the Government and determined to be fair and reasonable.

Therefore, this Lease Amendment orders tenant improvements for change orders #2, #3 and #4 in the amount of \$14,031.68. This amount shall be paid to the Lessor via a one-time lump sum payment. This payment shall occur upon completion, inspection, and acceptance of the work by the Government and receipt of a complete invoice for this work, as described below. Total cost of the project is now calculated as not to exceed \$492,692.81.

Only the GSA Contracting Officer has the authority to obligate Government funds for any work, request or demand under the terms and conditions of the contract. While there may be discussions regarding potential changes, you are required to obtain approval from the GSA Contracting Officer through a signature or written affirmation prior to proceeding, regardless of cost.

The Lessor is to maintain a budget log and tracking of all expenditures against the agreed upon amount above and provide this at the request of the government. The Lessor is also required to track all change orders and seek approval of all change orders from the GSA Contracting Officer prior to the commencement of work. Change orders are to be reflected as part of the budget tracking, regardless of cost.

The following Change orders authorized by the Government should be included in the lump sum.

C. O. No.	Description	Amount
N/A	Lump sum cost at Notice to Proceed	[REDACTED]
#2	Install Water Backflow PRV & Hot Box - Lab	
#3	Post Permit Consulting w/GSA re Fire Code Compliance	
#4	Install [REDACTED] Provided Dishwasher & Auto-Strainer	
Total		\$288,264.85

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INITIALS: GA & JA
 Lessor Gov't