

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 4

TO LEASE NO. **GS-10B-07333 PDN - PS0025372**
BUILDING NO. **WA7962**

ADDRESS OF PREMISES

300 FIFTH AVENUE
SEATTLE, WA 98104

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

whose address is 1000 SECOND AVENUE, SUITE 1800
SEATTLE, WA 98101

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 provide, install and test all necessary components for various outlets on floors 13-16 (Change Order #4) and certain door sweeps (Change Order #5) at the Fifth & Yesler Building. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A, Pages 1-4. 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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 25, 2013, as follows:

Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-10B-07333 as amended by Supplemental Lease Agreement(s) 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 Supplemental Lease Agreement. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

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

FOR THE LESSOR:

Signature: _____
Name: Martin Selig
Title: Managing Member
Entity Name: Yesler Invest. Co. LLC
Date: 5/28/13

FOR THE

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 25 May 2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Theresa [unclear]
Title: _____
Date: 5/28/13

Lease Amendment #4 - GS-10B-07333

Site Conditions: The Lessor shall maintain worksite conditions in accordance with Lease Amendment Number #4 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.

Payment: The total cost for tenant improvements is \$ 3,973.20. 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-07333**
- Building address: **WA7962**
- Payment reference number: **PS0025372**
- 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 amy.anderson@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 Seattle Metropolitan Service Center
Attn: Amy L. Anderson
915 Second Avenue, Rm 514
Seattle, WA 98174

Notice to Proceed: Upon execution by the Government, this Supplemental Lease Agreement 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 7 calendar days from receipt of the executed Supplemental Lease Agreement. 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 remain in full force and effect.

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 of the Lease shall remain in force and effect.

Initials JA / AA
Lessor Government