

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-10B-07415** BLDG NO. **WA7438ZZ**
PDN NO. **PS0028945**

ADDRESS OF PREMISES

Wells Fargo Plaza, 1201 Pacific Avenue, Tacoma, WA 98402

THIS AGREEMENT, made and entered into this date by and between UNIVERSITY STREET PROPERTIES I, LLC

Whose address is:
University Street Properties I, LLC
c/o Unico Properties LLC
1215 Fourth Avenue, Ste. 600
Seattle, WA 98161

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 firm fixed price tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective 05/12/2014, as follows:

Lease Amendment (LA) Number 1 is issued to incorporate the alterations of the 7th floor to the Wells Fargo Plaza. Details of the cost proposal and pricing information are attached as Exhibit A, Pages 1-13. 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-10B-07415 with Lease Amendment 1, 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 1 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 date hereof:

FOR THE LESSOR

Signature: _____

Name: Brian Pearce

Title: Sr Vice President

Entity Name: University Street Properties I, LLC

Date: 6/5/14

FOR THE GOVERNMENT

Signature: _____

Name: ANDREW S. MOHL

Title: CONTRACTING OFFICER

Entity Name: GSA, Public Building Service

Date: JUN 10 2014

WITNESSES

Signature: _____

Name: _____

Title: Administrative Assistant

Date: 6/5/14

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Payment: The total cost for tenant improvements will not exceed \$181,249.80. 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-07415**
- Building address: **1201 Pacific Avenue, Tacoma, WA 98402**
- Payment reference number: **PS0028945**
- 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 jonathan.fehling@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents	Copies
GSA Greater Southwest Finance Center Attn: PBS Payments Branch (BCFA) P.O. Box 17181 Fort Worth, TX 76102	GSA Greater Puget Sound Service Ctr. Attn: Jonathan K Fehling 400 15 th Street SW Auburn, WA 98001



Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 120 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 14 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. Change orders that do not receive written approval will not be reimbursed by the Government.

Additional Requirements: Upon project completion there will be an additional Lease Amendment issued to Reconcile the total project costs. All costs associated with this project should be accounted for and documentation should be provided to the Government upon project completion. Payment will be issued within 30 days after execution of the reconciliation Lease Amendment.

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

 / 
Lessor Gov't