GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2
TO LEASE NO. GS-108-07415	BLDG NO. WA7438ZZ
PON NO. PS0032287, RR20150702000

ADDRESS OF PREMISES
Wells Fargo Plaza, 1201 Pacific Avenue, Tacoma, WA 98402-4301

THIS AGREEMENT, made and entered into this date by and between University Street Properties I, LLC
Whose address is 1215 Fourth Ave, STE 600, Seattle, WA 98161-1084
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 July 1, 2015, as follows:

Lease Amendment (LA) Number 2 has been prepared to establish that the Government is requesting the Lessor to provide up to 182 hours of overtime heating, ventilation, and air conditioning (HVAC) service to [address] at the Leased Premises at the Government’s request at the rate of $25.00 per hour for the period of July 1, 2015 through September 30, 2015. The order shall not exceed $4,550.00.

Invoices for the above services based on actual hours used by the Government will be submitted quarterly. Upon approval of the ordered hours by the GSA Contracting Officer, the Government will reimburse the Lessor. Reimbursement will occur within 30 days of the Government’s receipt of the Lessor’s itemized invoice(s). At the end of the stated performance period the Lessor will indicate final billing.

Failure to submit a proper invoice within 120 days following established quarterly billing frequency shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this lease.

The Lessor must submit invoices electronically to www.finance.gsa.gov and to the Lease Administration Manager at Quenten.Smith@gsa.gov.

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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 full force and effect.

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

FOR THE LESSOR
Name: Brian Pearce
Title: Sr Vice President
Entity Name: University Street Properties I, LLC
Date: July 15, 2015

FOR THE GOVERNMENT
Name: Terria Heinlein
Title: Lease Contracting Officer
Entity Name: GSA, Public Building Service
Date: 7/23/15

WITNESS
Name: Aileen Ly
Title: Administrative Assistant
Date: 7/15/15

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The invoice(s) must include:

- Lease number: **GS-10B-07415**
- Invoice Date
- Payment reference number: **PS0032287, RR20150702000**
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

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

If the Lessor cannot submit documents electronically, hard copies must be sent to:

<table>
<thead>
<tr>
<th>Original Documents</th>
<th>Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSA Greater Southwest Finance Center</td>
<td>GSA</td>
</tr>
<tr>
<td>Attn: PBS Payments Branch (BCFA)</td>
<td>Attn: Quenten Smith</td>
</tr>
<tr>
<td>P.O. Box 17181</td>
<td>400 15TH ST SW</td>
</tr>
<tr>
<td>Fort Worth, TX 76102</td>
<td>Auburn, WA 98001</td>
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