

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2  TO LEASE NO. GS-10P-LWA07451
ADDRESS OF PREMISES 2200 S. 216 <sup>th</sup> Street Des Moines, WA 98198	PDN Number: see below

**THIS AMENDMENT** is made and entered into between **Des Moines Creek Business Park Phase II, LLC**

whose address is: **900 SW 16th Street, Suite 330**  
**Renton, WA 98057**

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

**WHEREAS**, the parties hereto desire to amend the above Lease by issuing a Notice to Proceed for work further identified below as part of the tenant improvements. Details of the cost proposal, statement of work and pricing information are attached as exhibits further identified below. The Lessor or their contractor(s) shall perform all activities necessary to complete the agreed upon work identified in the exhibits below for the project based on mutually approved plans, budgets and schedules.

NOW THEREFORE, these parties for goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon government execution, as follows:

This Lease Amendment (LA) Number 2 is issued to provide invoice/payment instructions and a Notice to Proceed for a lump sum payment project further identified below and as shown on the attached exhibit(s) as identified further.

Paragraphs 7.10, 7.11, 7.12 and 7.13 are hereby added:

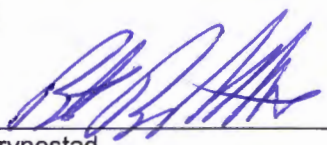
(Continued on Page 2)

This Lease Amendment contains 3 pages and Exhibit(s) identified on the following pages.

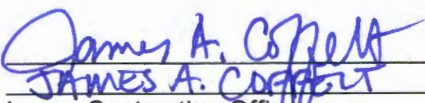
All other terms and conditions of the lease shall remain in force and effect.

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

**FOR THE LESSOR:**

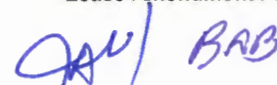
Signature:   
 Name: Bart Brynestad  
 Title: Local Partner  
 Entity Name: Des Moines Creek Business Park Ph 2 LLC  
 Date: August 24, 2016

**FOR THE GOVERNMENT:**

Signature:   
 Name: JAMES A. COFIELD  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 9/8/16

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



**7.10 GENERIC INVOICE/PAYMENT INSTRUCTIONS**

Upon completion, inspection, and acceptance of the work, the Government shall reimburse the Lessor in a lump sum payment as identified on this or a subsequent lease amendment. Payment shall be made within 30 days after receipt of an invoice and in accordance with stated completion and acceptance requirements.

The original invoice must be submitted directly to the GSA Finance Office at the following address:  
 General Services Administration  
 FTS and PBS Payment Division (7BCP)  
 P.O. Box 17181  
 Fort Worth, TX 76102-0181

Or online at: [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
 Attn: James A. Coffelt  
 PBS, 10PRBA  
 400 15<sup>th</sup> Street SW  
 Auburn, WA 98001  
[james.coffelt@gsa.gov](mailto:james.coffelt@gsa.gov)

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN: # **TO BE SPECIFICALLY IDENTIFIED IN SECTIONS 7.11, 7.12 OR 7.13 RESPECTIVELY AND ON EACH SUBSEQUENT LEASE AMENDMENT FOR INVOICING PURPOSES.**

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

**7.11 NOTICE TO PROCEED FOR CHANGE ORDER(S) TO BE PAID VIA TENANT IMPROVEMENT ALLOWANCE (TIA):**

- A. The total Tenant Improvement Allowance set forth in Section 1.08 of the lease:  
 Upon execution of this lease amendment, the Government approves:  
 Previous amounts approved by the Government:  
 Remaining balance of TIA funds available:


B.

Description	Amount	Total	PDN	Approved via LA #	Exhibit #

- C. The Government has reviewed the Lessor's pricing approved under this LA and has determined it to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work. The lease amendment serves as the Notice to Proceed (NTP) for the approved work and amount stated above, as specifically approved, under this lease amendment. Payment shall be made in accordance with

INITIALS: BAB LESSOR & Gov't GOV'T



## Section 7.10.

**7.12 NOTICE TO PROCEED FOR CHANGE ORDER(S) TO BE PAID VIA BUILDING SECURITY AMORTIZED CAPITAL (BSAC):**

- A. The total BSAC set forth in Section 1.11 of the lease:  
 Upon execution of this lease amendment, the Government approves:  
 Previous amounts approved by the Government:  
 Remaining balance of TIA funds available:


B.

Description	Amount	Total	PDN	Approved via LA #	Exhibit #

- C. The Government has reviewed the Lessor's pricing approved under this LA and has determined it to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work. The lease amendment serves as the Notice to Proceed (NTP) for the approved work and amount stated above, as specifically approved, under this lease amendment. Payment shall be made in accordance with Section 7.10.

**7.13 NOTICE TO PROCEED FOR CHANGE ORDER(S) TO BE PAID VIA REIMBURSABLE WORK AUTHORIZATION (RWA):**

- A. Upon execution of this lease amendment, the Government approves:  
 Previous amounts approved by the Government:


B.

Description	Amount	Total	PDN	Approved via LA #	Exhibit #
Furniture design layout			PS0036200 <del>PS00XXXX</del> BAB	2	2A

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- C. The Government has reviewed the Lessor's pricing approved under this LA and has determined it to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work. The lease amendment serves as the Notice to Proceed (NTP) for the approved work and amount stated above, as specifically approved, under this lease amendment. Payment shall be made in accordance with Section 7.10.

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

INITIALS:

LESSOR

&amp;

GOVT