

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1  TO LEASE NO. GS-10P-LWA07451
ADDRESS OF PREMISES 2200 S. 216 <sup>th</sup> Street Des Moines, WA 98198	PDN Number: n/a

**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**

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

**WHEREAS**, the parties hereto desire to memorialize the Project schedule, waiver log, and change order procedures into the lease.

NOW THEREFORE, these parties for good 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:

Paragraph 7.07, 7.08, and 7.09 are hereby added:

**7.07 EXECUTIVE SCHEDULE**

The attached exhibit "Exhibit C (Baseline Schedule 1-13-16)" is hereby incorporated into this Lease GS-10P-LWA07451 (the "Lease") to establish the anticipated overall timeframes for the design, construction and delivery of the Leased Premises. The Lessor and the Government will comply with the dates agreed upon and duly noted within attached Exhibit C. The tenant improvement design, design approval, and pricing submission time frames shall be accomplished in a single phase, provided that the Lessor may request early release for portions of the tenant improvement or BSAC construction that need to be constructed concurrently with the building shell construction. Construction and acceptance of the Leased Premises shall be carried out on floor by floor basis. The pricing approval / Notice to Proceed shall be completed as provided in new Paragraph 7.09 below.

**7.08 WAIVER LOG**

The attached exhibit "Exhibit D "Waiver Log 160718\_GSA" is hereby incorporated into the Lease. It is mutually agreed by the Government and the Lessor that the noted deviations from the Lease and any Exhibits attached to the Lease are acceptable.

**This Lease Amendment contains 2 pages together with Exhibit C ( 1 pages) and Exhibit D ( 2 pages).**

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

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

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
 Name: Bart Brynestad  
 Title: Local Partner  
 Entity Name: PDC Seattle LLC  
 Date: August 17, 2016

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: JAMES A. COFFEE  
 Title: Lease Contracting Officer  
 Entity Name: GSA, Public Buildings Service  
 Date: 8/18/16

**WITNESSED FOR THE LESSOR BY:**

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

**7.09 TI (TENANT IMPROVEMENTS), BSAC (BUILDING SPECIFIC AMORTIZED CAPITAL) AND RWA (REIMBURSABLE WORK AUTHORIZATIONS) PRICING AND APPROVAL PROCEDURES**

- A. Fees for TI, BSAC and RWA work shall be as follows and shows order of priority of the fees and taxes identified:
- The General Contractors (GC) General Conditions will equal 9.14 % of direct costs (subcontractor's labor, work self-performed by the general contractor and material and equipment).
  - The GC's Fee will equal 6.00% of the total subcontractor's costs plus General Conditions.
  - GC Payment and Performance Bond costs of 1.00% of the total General Contractor's cost.
  - Architectural/Engineering fees for the TI shall be as provided in Paragraph 1.10 of the Lease. Architectural/Engineering fees for BSAC and RWA items will equal 6.00% of the General Contractor's Total Cost of the Work (but in the case of RWA work shall only apply if the RWA work requires design services).
  - The Lessor's Project Management fee will equal 4.00% of the total General Contractor Cost (Cost of Work + GC + Fee + P&P Bond + BTI + Sales Tax) and/or Total Design Costs, as applicable.
- B. In addition to the foregoing fees, price proposals shall show separately the "State of Washington Business Tax and Insurance Fee" and "Sales Tax", both of which are applicable to construction costs.
- C. All requests for change order price quotations shall be in writing from the General Services Administration's (GSA) Contracting Officer/Specialist or Project Manager on a Price Request form or similarly agreed upon document.
- D. Lessor shall provide price quotations to the Government in the time provide in Paragraph 4.01 for the TI, BSAC and RWA proposals and Lessor shall use its best efforts to provide price quotations within one week of the written request on a change order form for all Change Orders.
- E. Notification of approval of price proposals / issuance of Notices to Proceed for TI, BSAC and RWA, the Government shall use its best efforts to give said notification within three weeks of the date the price quotation was received by the Government.
- F. Without written approval from the GSA Contracting Officer, no TI/BSAC/RWA work should be processed. If work is processed without written consent of the GSA Contracting Officer, the Lessor shall bear full financial responsibility for such work and continued compliance to the terms of the Lease. Written approval shall be in the form of a Notice to Proceed or signed Change Order form. All TI/BSAC/RWA approvals will subsequently be memorialized in the Lease via a Lease Amendment. Such approvals may be grouped to prevent excessive Lease Amendments. All Lease Amendments shall contain payment instructions.
- G. In accordance with Lease Paragraph 1.10, this paragraph 7.09 shall only apply to initial space alterations (aka initial build-out) unless mutually agreed upon between the Lessor and Government and memorialized to the Lease via a Lease Amendment. All space alterations after Beneficial Occupancy shall be subject to the terms and conditions of the Lease without regard to this paragraph.

INITIALS:

*BAB*  
LESSOR

&amp;

*[Signature]*  
GOV'T