

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 10

TO LEASE NO. **GS-10B-07319**
PDN NO. PS# 0026527

BLDG NO. **WA7847ZZ**

ADDRESS OF PREMISES

Minata Building, 415 N. Third St., Yakima, WA 98901-2331

THIS AGREEMENT, made and entered into this date by and between TAYLON YAKIMA, LLC

Whose address is 11232 NE 15TH St., Ste 101, Bellevue, WA, 98004-3739

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 tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective May 22, 2013, as follows:

Lease Amendment (LA) Number 10 is issued to incorporate the remodel and alterations of the first floor. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A. 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-LWAO with Lease Amendments 1 through 9, 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 10 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 below date.

FOR THE LESSOR:

Signature: _____

Name: Frank Molitor

Title: V.P. Construction

Entity Name: Taylon Yakima, LLC

Date: 5/15/13

FOR THE GOVERNMENT:

Signature: _____

Name: Lois Peterson

Title: Lease Contracting Officer

Entity Name: GSA, Public Building Service

Date: 5/22/13

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: FRANK MOLITOR

Signature: VP

Date: 5/15/13

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Payment: The total cost for tenant improvements is \$4,950.00, in accordance with Exhibit B. 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-07319**
- Building address: **415 N Third St., Yakima, WA, 98901-2331**
- Payment reference number: **PS00 26527**
- 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 susan.brudnicki@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 Spokane Field Office
Attn: Susan Brudnicki, Lease Admin. Manager
904 W. Riverside Ave.
Spokane, WA 99201

Notice to Proceed: Upon execution by the Government, this Lease Amendment 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 5 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.

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

J.M. P
Lessor Gov't

CIS/Yakima – Scope of Work for Repainting of Space

- 1) Preparation of Space: The Contractor shall properly prepare all surfaces for repainting. The contractor shall dispose of all material, off site, in accordance with local regulations.
- 2) Paint Specifications: The paint has been selected by [REDACTED] and specifications are outlined in the Lease Agreement as follows:

6.11 MAINTENANCE OF PROVIDED FINISHES (APR 2011)

A. Paint, Wall Coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the lease. All painted surfaces, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the space by the end of the first anniversary of the lease, and thereafter every 6 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the rent.

B. Carpet and Flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears and tripping hazards are present.
2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the space by the end of the first anniversary of the lease, and thereafter every 11 years of occupancy. Replacement carpet shall meet specification in the FLOOR COVERINGS AND PERIMETERS clause herein.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this Lease.

- 3) Submittals: Lessor shall provide MSDS data for all products to be used, including any paint and primer.
- 4) Moving Furniture: Lessor shall be responsible for relocating all existing furniture. This may require the area to be repainted in sections, so the furniture can be relocated within the offices. Upon completion of the project, the furniture shall be repositioned to its original location. Computer and phone equipment will be relocated by the tenant.
- 5) Work Schedule and Activities: The contractor shall submit a construction schedule for review and approval prior to commencing with the work.
- 6) Use of Premises & Working Hours: The area referenced above is active for use by Agency staff. Work shall be closely coordinated with the tenant and GSA. An appropriate time frame will be allowed for the contractor to complete the required work. However, the GSA will require a minimum of 2 weeks' notice in order for

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paint & carpet refresh

the Agency to reschedule activity. Working hours to be between 7:00 am, and 5:00 pm, Monday through Friday. Parking and use of the building loading dock shall be determined by the Lessor.

- 7) Security: Contractor's employees will either be escorted by ■■■ staff while working in the space or have security clearances.
- 8) Extra Stock: The contractor shall provide an additional gallon of paint for touch-ups as needed.
- 9) Completion of Work: This work shall be substantially complete and ready for occupancy within seven (7) business days after notice to proceed is issued.

