

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
LEASE AMENDMENT	TO LEASE NO. GS-10B-07380
ADDRESS OF PREMISES: 100 First Street Friday Harbor, WA 98250	PDN Number: PS0029299

THIS AGREEMENT, made and entered into this date by and between Friday Harbor Center, INC.

whose address is: 124 Blackberry Lane, Friday Harbor, WA 98250-8220

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 establish Beneficial Occupancy and rent commencement, restate the renewal option term, and reconcile the Tenant Improvements and lump sum payment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, **February 18, 2015**, as follows: The Lease Term Paragraph and Paragraphs 1.03, 1.06, and 7.04 are hereby deleted in their entirety and replaced below.

LEASE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term **February 18, 2015-February 17, 2025**; subject to renewal rights as are hereinafter set forth, to be used for such purposes as determined by GSA.

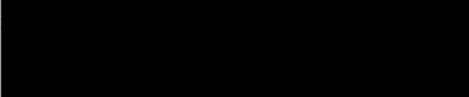
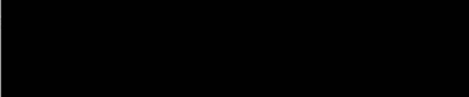
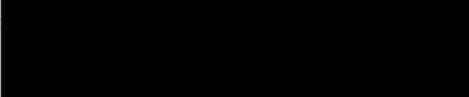
Continued on page 2

This Lease Amendment contains 3 pages and Exhibit F to Paragraph 7.04 (1 page).

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: 
Title: 
Entity Name: Friday Harbor Center
Date: 2/24/15

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: 
GSA, Public Buildings Service
Date: FEB 25 2015 2/25/15

LINDSEY D. SNOW
ACQUISITION OFFICER

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: 
Date: 2/24/15

7.04 NOTICE TO PROCEED FOR TI COSTS OVER THE TENANT IMPROVEMENT ALLOWANCE

- A. The total Tenant Improvement Allowance (TIA) of \$222,437.53 is set forth in Paragraph 1.08. In LA 4, the Government ordered additional TIs in excess of the TIA and changes per the table below. The approved prices for all TI work include all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work. The total costs for all work exceeding the TIA included in the Lease will be paid via lump sum upon completion of the work by the Lessor and inspection/acceptance of the space by the Government per the invoicing instructions in Paragraph 7.05 of LA 2. The final costs of all tenant improvements is not-to-exceed (NTE) \$899,639.37, of which \$222,437.53 is the amortized TIA and \$677,201.84 is to be paid lump sum. Therefore, the total lump sum payment for this project is NTE \$677,201.84.
- B. The Lessor previously submitted an invoice and received payment in the amount of \$35,988.76, for design services ordered in LA 2.
- C. The Government hereby confirms that the work outlined in the table below has been completed and accepted by the Government and the Lessor may submit a new invoice in the amount of \$641,213.08 (Total Lump Sum \$677,201.84 – LA2 Design Services \$35,988.76) per the invoicing instructions in Paragraph 7.05 of LA 2.

TI Pricing / CO#	Description	Amount	Status	Approved via LA #	Accepted Yes/No	Exhibit
Partial NTP	Limited Notice to proceed with exclusions	\$474,490.00	Approved	LA #2	YES	A/B
Partial NTP	Limited Notice to proceed with exclusions	\$147,562.12	Approved	LA #3	YES	C
CO #1	Additional design services	██████████	Approved	LA #3	YES	D
CO #2	Reframing and demolition	██████████	Approved	LA #3	YES	D
Partial NTP	Limited Notice to proceed	\$11,751.54	Approved	LA #4	YES	E
CO #3	Sales Tax Adjustment	\$10,992.40	Approved	LA #5	YES	F
Total Lump Sum		\$677,201.84				


- D. The following exhibits are attached to and made part of this lease:
 Exhibit A to Paragraph 7.04 (previously incorporated in the Lease as Exhibit A to LA 2) (1 page)
 Exhibit B to Paragraph 7.04 (previously incorporated in the Lease as Exhibit B to LA 2) (1 page)
 Exhibit C to Paragraph 7.04 (previously incorporated in the Lease as Exhibit C to LA 3) (1 page)
 Exhibit D to Paragraph 7.04 (previously incorporated in the Lease as Exhibit D to LA 3) (3 pages)
 Exhibit E to Paragraph 7.04 (previously incorporated in the Lease as Exhibit D to LA 4) (1 page)
 Exhibit F to Paragraph 7.04 (1 page)

All other terms and conditions remain in full force and effect.

INITIALS:


 LESSOR

&


 GOV'T