

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LOR07410
<b>ADDRESS OF PREMISES</b> 3100 H Street Baker City, OR 97814-1326	<b>BUILDING NO. #OR6743</b> <b>PDN# PS0028993</b>

THIS AMENDMENT is made and entered into between **Thompson & Thompson dba: Pacific Equipment**

whose address is: **1714 Hamilton Street, North Bend, OR 97459-3545**

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; to remove the LEED CI requirement; and to modify the ceiling height requirement.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government, as follows:

I. In separate correspondence dated, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$455,271.89. The total costs for tenant improvements amortized in the lease are \$280,098.64. The Government hereby orders the balance of \$175,173.25.

II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$175,173.25, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The invoice should be submitted electronically to ([www.finance.gsa.gov](http://www.finance.gsa.gov)) with a courtesy copy to [michael.j.obrien@gsa.gov](mailto:michael.j.obrien@gsa.gov) or sent to the addresses below:

Invoice Address:  
 General Services Administration  
 FTS and PBS Payment Division (7BCP)  
 P.O. Box 17181  
 Fort Worth, TX 76102-0181


Courtesy Copy Address:  
 General Services Administration  
 c/o Michael J O'Brien  
 400 15<sup>th</sup> Street SW 10PTE  
 Auburn, WA 98001-6599


This Lease Amendment contains 3 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


FOR THE LESSOR:

FOR THE

Signature:   
 Name: \_\_\_\_\_  
 Title: Partner  
 Entity Name: Pacific Equipment  
 Date: 5/13/14

Signature:   
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 5/17/14

WITNESSED FOR THE LESSOR BY:

Signature:   
 Name: \_\_\_\_\_  
 Title: Partner  
 Date: 5/13/14

*Handwritten initials and signature*

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 # PS0028993

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

III. The Government-approved Tenant Improvements Cost Summary (TICS) which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Attachment A (1 page).

IV. The Lessor hereby waives restoration as a result of all improvements.

Paragraphs for Ceilings (3.22); Leadership in Energy and Environmental Design (3.50); and Green Submittals (4.06), are deleted in their entirety and the following are substituted therefore:

### 3.22 CEILINGS (JUN 2012)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. The existing wood beam ceiling which is approximately 16 feet high, that is proposed by the Lessor in the north cubical area is deemed acceptable. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre approved by the LCO. Tiles or panels shall contain recycled content.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

### 3.50 ~~INTENTIONALLY DELETED LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) (JUN 2012)~~

### 4.06 GREEN LEASE SUBMITTALS (JUN 2012)

The Lessor shall submit to the LCO:

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- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.
- B. MSDS or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit out, Salvaged, or Re used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs that includes:
  - 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
  - 2. A description of how commissioning requirements will be met and confirmed.
- J. ~~INTENTIONALLY DELETED At completion of LEED<sup>®</sup>, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.~~
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

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

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