

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. **GS-10B-07242**
BUILDING NO. **WA8029**
Page 1 of 3

ADDRESS OF PREMISES: 415 WEST WISHKAH STREET, ABERDEEN, WASHINGTON 98520

THIS AGREEMENT, made and entered into this date by and between GRENVILLE/STATE LLC

whose address is 341 WEST WISHKAH STREET
ABERDEEN, WASHINGTON 98520

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 increase square footage by 207 RSF from 1,679 RSF to 1,886 RSF, revise the tenant improvement allowance, rental rates and amounts accordingly, provide Notice to Proceed for Tenant Improvements and 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 February 21, 2013, as follows:

Paragraphs 1, 2 and 5 in the Additional Requirements section of Attachment Sheet Number 1 are deleted in entirety and replaced with the following:

1. Rental Rate - Pursuant to Part II, Section C, Blocks 5 and 6 of the GSA Form 3626, *Amount of Annual Rent and Rate per Month*, the amounts payable on a total of 1,886 rentable square feet (RSF), which yields 1,683 ANS/BOMA Office Area (ABOA) square feet, is as follows:

<u>Rent Period</u> ¹	<u>Annual Shell Rent</u>	<u>Annual Oper. Rent</u> ²	<u>Annual TI Amortization</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Years 1 - 5	\$39,530.56	\$8,883.06	\$14,647.89	\$63,061.51	\$5,255.12
Years 6 - 10	\$39,530.56	\$8,883.06	\$0.00	\$48,413.62	\$4,034.47

¹Rent for the first two months of Year 1 is adjusted pursuant to Paragraph 2 below.

²Operating Rent broken out for purposes of calculating Shell Rent for application of Commission Credit in Paragraph 2 below. This is a Gross Lease with no adjustments to Operating Costs or Real Estate Taxes.

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

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entry Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Terra Heinlein
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 3/4/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

2. Adjusted Monthly Rent Payments (Application of Commission Credit) - The commission credit shall be applied in equal monthly amounts against the shell rental payments over the minimum number of months that will not exceed the monthly shell rental per the section of Attachment Sheet Number 1 to the RFLP entitled Broker Commission and Commission Credit. The monthly shell rent is [REDACTED] and the full commission is [REDACTED] calculated as follows:

$\$63,061.51$ (annual rent) X 5 years (firm term) = $\$315,307.55$
 $\$315,307.55$ X [REDACTED] (commission rate) = [REDACTED]

GSA Commission Credit: [REDACTED]
 Studley/LaBonde Commission: [REDACTED]

The monthly rent adjusted for the GSA commission credit of \$4,871.50 is as follows:

Scheduled Rent Period	Scheduled Monthly Rent	Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$5,255.12	\$3,294.21	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$5,255.12	\$3,294.21	[REDACTED]	[REDACTED]	[REDACTED]
Month 3	\$5,255.12	\$3,294.21	\$0.00	\$0.00	\$5,255.12

5. All costs for tenant improvements shall be amortized into the lease rate over the **five (5) year firm term**.

The Tenant Improvement Allowance is **\$35.77** per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.

The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

The Tenant Improvement Allowance in the total amount of **\$60,200.91** (1,683 ABOA square feet x \$35.77) shall be amortized through the rent for five (5) years at the rate of 8%. The total cost of the Tenant Improvements for the amortization period shall be **\$73,239.45**.

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LESSOR *[Signature]* / GOV'T *[Signature]*
 Lease Amendment Form 07/12

- I. This Lease Amendment represents Notice to Proceed (NTP) with construction of tenant improvements not to exceed the total cost of **\$270,544.13**. Said amount includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work. The Tenant Improvement Allowance of **\$60,200.91** will be amortized over the first five (5) years, at a rate of 8%, of the total ten-year term of the Lease. The Government hereby orders the balance of **\$210,343.22**.
- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$210,342.22**. Payment shall be made within 30 days after receipt of an invoice and completion, inspection and acceptance by the Contracting Officer.

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

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

General Services Administration
C/O Terria Heinlein, LCO
400 15th Street SW, PBS, 10PRA
Auburn, WA 98001
terria.heinlein@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 # PS0025784

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 Construction Drawings and the Tenant Improvement Cost Summary, which formed the basis for the tenant improvement costs and detail the Lessor's scope of work and cost proposal, are hereby incorporated into the Lease as Exhibit "A" (7 pages).
- IV. The Lessor hereby waives restoration as a result of all improvements.

NOTE: Use of the GSA FORM 276, Supplemental Lease Agreement (SLA), has been discontinued. All references in the lease to "GSA Form 276" or Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

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

LESSOR  / GOV'T 
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