GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-10P-LWA07430 BLDG. No. WA8029
LEASE AMENDMENT	
ADDRESS OF PREMISES:	PDN Number; N/A
The Elliot Building	
415 W. Wishkah Street	
Aberdeen, WA 98520	

THIS AMENDMENT is made and entered into between GRENVILLE/STATE, L.L.C.

whose address is:

341 W WISHKAH ST

ABERDEEN, WA 98520-6130

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 the Lease Term commencement date, revise the total leased square footage, reconcile the rent, set the firm term in the Termination Rights, reconcile the Broker Commission Credit, and memorialize Change Orders 1-4.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 29, 2014, as follows:

The Lease Term Paragraph, Paragraphs 1.01, 1.03, 1.04, 1.05, and 1.06 and Lease Exhibit G (floor plan) are hereby deleted in their entirety and replaced below. Paragraph 7.03 is hereby added to the Lease.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term September 29, 2014 – September 28, 2024 subject to termination and renewal rights as are hereinafter set forth.

This LA contains 3 pages, Exhibit G contains 2 pages, Exhibit 1 to Lease Paragraph 7.03 contains 3 pages,

All other terms and conditions of the lease shall remain in full force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:	FOR THE G	SEY D. SNOW
Signature: Name: Title: Entity Name: Date:	Signature: Name: Title: NOV 1 2 2014	RACTING OFFICER
WITNESSED FOR THE LESSOR BY:		
Signature Name: Title: Date:		

1.01 THE PREMISES (SIMPLIFIED) (SEP 2013)

The Premises are described as follows:

A. Office and Related Space: 4,419 rentable square feet (RSF), yielding 3,842 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the second floor and known as Suite 202, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit G.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Rights to parking areas are included in the rent.

	9/29/2014 - 12/28/2014 ³	12/29/2014 - 9/28/2019	9/29/2019 - 9/28/2024
Office Area	Annual Rent	Annual Rent	Annual Rent
Building Shell Rent (Incl. Real Estate Taxes)	\$0.00	\$50,949.11	\$59,948.42
Turnkey Tenant Improvement Rent ¹	\$0.00	\$25,184.52	\$25,184.52
Operating Rent	\$0.00	\$24,435.00	\$29,195.20
Building Security Amortized Capital (BSAC) Rent ²	\$0.00	\$552.50	\$0,00
Total	\$0.00	\$101,121.13	\$114,328.14

The Tenant Improvement Cost of \$207,298.96 is amortized at a rate of 4.0 percent per annum over 10 years.

Rent shall not be adjusted for changes in Real Estate Taxes or Operating Costs.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)

A. Jones Lang LaSalle Americas, Inc. (Broker) is the authorized real estances transaction. The total amount of the Commission is the Commission Agreement signed between the two parties. Only LaSalle Americas, Inc. with the remaining to fully recapture this Commission with the first month of the rental payments and continue until the credit has been the shortest time practicable.	earned upon Le of the Comm on Credit, to be Credit. The re	ease execution, ission will be par credited to the duction in shell	payable accordin yable to Jones Li shell rental portio rent shall comme	ng to ang on of ence
B. Notwithstanding the "Rental Consideration for Simplified Leases" para and owing under this Lease shall be reduced to recapture fully this Com commence with the first month of the rental payments and continue as indicat	mission Credit	. The reductio	n in shell rent s	
Month 4 Rental Payment \$8,426.76 minus prorated Commission Credit of	equals	adjus	ed 4th Month 's R	ent.
Month 5 Rental Payment \$8,426.76 minus prorated Commission Credit of	equals	adjus	ed 5 th Month's R	ent.
	INITIALS:	1 1 & LESSOR	<u> </u>	

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²BSAC of \$2,500.00 is amortized at a rate of 4.0 percent per annum over 5 years

The full service rent, including Building Shell Rent, Turnkey Tenant Improvement Rent, Operating Rent, and BSAC, shall be abated during the first three months of the lease.

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

- A. The Government may terminate this Lease, in whole or in parts, at any time effective after September 28, 2019, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- B. The Lessor elects to amortize the Tenant Improvements beyond September 28, 2019. Should the Government exercise its right to terminate the Lease of the entire leased premises after September 28, 2019, the Government shall not be obligated to pay to Lessor the unamortized portion of the Tenant Improvements (TI) outstanding as of the effective date of such termination. If the Government elects to terminate the Lease as to only a portion of the leased premises after September 28, 2019, then the unamortized portion of the TI outstanding as of the effective date of such termination shall be reduced on a pro rata basis based on the amount of space retained by the Government.

1.06 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)

This Lease may be renewed at the option of the Government for two terms of 5 YEARS EACH at the rental rates below, provided notice is given to the Lessor at least 60 days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

	9/29/2024 - 9/28/2029	9/29/2029 9/28/2034
Office Area	Annual Rent	Annual Rent
Building Shell Rent (Incl. Real Estate Taxes)	\$74,894.19	\$97,740.00
Operating Rent	\$32,335.04	\$36,652.50
Total	\$107,229.23	\$134,392.50

7.03 APPROVED CHANGE ORDERS WITHIN THE TENANT IMPROVEMENT ALLOWANCE

A. The total Tenant Improvement Allowance (TIA) of \$207,289.96 is set forth in LA 2. On June 23, 2014, the Government issued a Notice to Proceed with Tenant Improvements (TI) in the amount of \$173,267.08. Subsequently, the Government approved Change Orders 1-4, as outlined below and attached hereto as Exhibit 1 to Lease Paragraph 7.03. Therefore, the revised total TI amount to be amortized into the rent is \$207,289.96. Change Orders 1-4 have been completed by the Lessor and accepted by the Government.

TI Pricing/ CO#	Description	Amount	Approved via LA#	Exhibit
TI Overage	Original Tenant Improvements	\$173,267.08	Lease	
CO #1	Door Relights in lieu of Door Sidelights		LA #2	Exhibit 1 to Lease Paragraph 7.03
CO #2	Records Room Annex Expansion		LA #2	Exhibit 1 to Lease Paragraph 7.03
CO #3	Service Window Mini-Blinds		LA #2	Exhibit 1 to Lease Paragraph 7.03
CO #4	One 25 pair CAT 3 cable from building DMARC to space MDF		LA #2	Exhibit 1 to Lease Paragraph 7.03
Total	Revised TI Amount to Be Amortized into the Rent	\$207,289.96		

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

INITIALS: 1

(X/) GOV1

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