

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-10P-LOR07376 BLDG NO. OR6674
ADDRESS OF PREMISES ALEXANDER DRAKE BUILDING 250 NW FRANKLIN AVENUE BEND, OR 97701-2814	PDN Number: PS0032411

THIS AGREEMENT, made and entered into this date by and between DRAKE BUILDING ASSOCIATES, LLC

whose address is:

250 NW FRANKLIN AVENUE
SUITE 204
BEND, OR 97701-2814

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, to reflect Beneficial Occupancy in the Rent Table, to revise the Broker Commission and Commission Credit, and to memorialize Change Orders 1, 3,4,5, and 7.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 22, 2015 as follows:

The Lease Term and Lease Paragraphs 1.03, 1.04, 1.06, 7.03, 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 September 22, 2015-September 21, 2025; subject to termination and renewal rights as are hereinafter set forth.

This Lease Amendment contains 4 pages and Exhibit B to Paragraph 7.03 (5 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 below date.

KRISTEN N. YEE
CONTRACTING OFFICER

FOR THE LESSOR:



Signature:
Name:
Title: MANAGING MEMBER
Entity Name: DRAKE BUILDING ASS
Date: 10/2/15

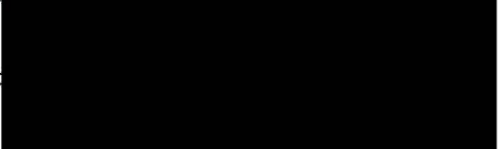
FOR THE



Signature:
Name:
Title:
GSA, Publi
Date: _____

OCT 5 2015

WITNESSED FOR THE LESSOR BY:



Signature:
Name:
Title:
Date: 10/2/15

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	09/22/2015 – 09/21/2025
	Annual Rent
Shell Rent	\$126,929.41
Tenant Improvements ¹	\$ 31,533.11
Operating Costs	\$ 26,746.00
Building Specific Amortized Capital	\$ 6,746.49
Total Annual Rent	\$191,955.01

¹Total Tenant Improvements in the amount of \$236,691.36 amortized at 6.0% over 120 months.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 5,064.00 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUNE 2012)

A. DTZ AMERICAS, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is ██████████ and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only ██████████ of the Commission will be payable to DTZ AMERICAS, INC. with the remaining ██████████, which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

INITIALS:  LESSOR &  GOV'T

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Shell Rent:

October 2015 Shell Rental Payment \$15,996.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted October 2015 Shell Rent.

November 2015 Shell Rental Payment \$15,996.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted November 2015 Shell Rent.

December 2015 Shell Rental Payment \$15,996.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted December 2015 Shell Rent.

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for [REDACTED] at the following rental rate(s):

	[REDACTED]
	ANNUAL RENT
SHELL RENTAL RATE	[REDACTED]
OPERATING COSTS	[REDACTED]

provided notice is given to the Lessor at least 90 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 force and effect during any renewal term.

7.03 TENANT IMPROVEMENTS EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE/CHANGE ORDERS:

A. The Government has accepted the Tenant Improvements required by this lease, the costs for which are described in the table in Subparagraph B, below. All costs exceeding the TIA and BSACA will be paid per the instructions outlined in Paragraph 7.04

(continued)

INITIALS:


LESSOR

&


GOV'T