

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	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 memorialize Change Orders 2, 6, 8-12 to the contract.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 17, 2015 as follows:

The Lease Paragraph 7.03 is hereby deleted in its entirety and replaced below.

**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 on Page 2)

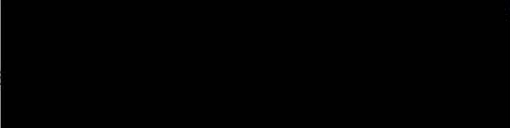
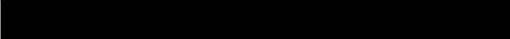
This Lease Amendment contains 2 pages and Exhibit C to Paragraph 7.03 (7 Pages).

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.

**FOR THE LESSOR:**

**FOR THE**

Signature:   
Name: 


Signature:   
Name: 

Title: MANAGING MEMBER  
Entity Name: DRAKE BUILDING ASSOCIATES, LLC  
Date: 12/18/15

Title: \_\_\_\_\_  
GSA, Pu  
Date: \_\_\_\_\_

**KRISTEN N. YEE**  
**OFFICER**

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: \_\_\_\_\_  
Title: MEMBER  
Date: 12-18-15

B.

TI Pricing/ CO#	Description	Amount	Approved via LA #	Exhibit
TICS 6/1/15	Initial Project Costs	\$546,991.64	LA #1	Exhibit A to Lease Paragraph 7.03
	TI Allowance Amortized into the Lease	(\$236,691.36)	LA #1	Lease Paragraph 1.08
	BSAC Allowance Amortized into the Lease	(\$50,640.00)	LA #1	Lease Paragraph 1.11
TI Overage	TI Costs Exceeding the TIA Based on Approved TICS 6/1/15	\$259,660.28	LA #1	Exhibit A to Lease Paragraph 7.03
CO #1	Patch Cables	██████████	LA #2	Exhibit B to Lease Paragraph 7.03
CO #3	Additional Tile in Restroom for Grab Bar	██████████	LA #2	Exhibit B to Lease Paragraph 7.03
CO #4	Relocate IDS System Panel	██████████	LA #2	Exhibit B to Lease Paragraph 7.03
CO #5	Condensate Pump	██████████	LA #2	Exhibit B to Lease Paragraph 7.03
CO #7	IG Receptacle	██████████	LA #2	Exhibit B to Lease Paragraph 7.03
	<b>TOTAL LUMP SUM AT BENEFICIAL OCCUPANCY 09/22/2015</b>	<b>\$264,199.53</b>		
CO #2	██████████	██████████	LA #3	Exhibit C to Lease Paragraph 7.03
CO #6	Electrical Revision Panel A – G Circuits	██████████	LA #3	Exhibit C to Lease Paragraph 7.03
CO #8	Seismic bracing and hanging of items	██████████	LA #3	Exhibit C to Lease Paragraph 7.03
CO #9	Add cabinet door to Break Room	██████████	LA #3	Exhibit C to Lease Paragraph 7.03
CO #10	Additional IG outlets	██████████	LA #3	Exhibit C to Lease Paragraph 7.03
	<b>LUMP SUM FOR CO's 2, 6, 8-10</b>	<b>\$10,415.68</b>		
CO #11	Closeout Change Orders	██████████	In Progress	Exhibit C to Lease Paragraph 7.03
CO #12	Electrical Revision	██████████	In Progress	Exhibit C to Lease Paragraph 7.03
	<b>LUMP SUM FOR CO's 11 &amp; 12</b>	<b>\$8,386.99</b>		
	<b>TOTAL LUMP SUM AT LA #3</b>	<b>\$283,002.20</b>		

C. The Total Project Cost is \$570,333.56 (\$236,691.36 TI Allowance; \$50,640.00 BSAC; \$283,002.20 Lump Sum) at the time of issuance of Lease Amendment 3. TI Exceeding the TI Allowance and Change Orders 1, 3, 4, 5, and 7 in the amount of \$264,199.53 have been completed and the Lessor has submitted its invoice and received lump sum payment. As of December 17, 2015, the Government confirmed that Change Orders 2, 6, 8, 9 and 10 in the amount of \$10,415.68 have been completed and the Lessor may submit an invoice in that amount per the invoicing instructions in Paragraph 7.04. Upon completion of Change Orders 11 and 12, and inspection and acceptance thereof by the Government, the Lessor may submit an invoice in the amount of \$8,386.99.

D. Exhibit A to Lease Paragraph 7.03 – TICS, dated June 1, 2015. See attachment in Lease Amendment 1 (27 Pages)

E. Exhibit B to Lease Paragraph 7.03 – Change Orders 1, 3, 4, 5, and 7. See attachment in Lease Amendment 2 (5 Pages)

F. Exhibit C to Lease Paragraph 7.03 – Change Orders 2, 6, 8-12 (7 Pages)

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

INITIALS:

LESSOR

&amp;

GOV'T