

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LOR07395 BUILDING NO. OR6742
ADDRESS OF PREMISES 3050 NE THIRD STREET PRINEVILLE, OR 97754-8634	PDN Number: N/A

THIS AMENDMENT is made and entered into between Brilaro Ranches, LLC

whose address is: 910 NE Johnson Creek RD
Prineville, OR 97754-8634

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 remove termination rights that are not applicable, memorialize the firm term dates, clarify the square footage distribution between office and warehouse, assign exhibit numbers to lease documents, increase the Architect/Engineer Fees, revise the DID method, and add Change Order rates.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 29, 2016 as follows:

Lease Term and Lease Paragraphs 1.01, 1.02, 1.07, 1.10, and 4.01 are hereby deleted in their entirety and replaced below. Lease Paragraph 1.05 is hereby deleted in its entirety. Lease 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

October 1, 2015 – September 30, 2035


(continued)

This Lease Amendment contains four (4) 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

FOR THE LESSOR:

Signature: 
Name: _____
Title: _____
Entity Name: Brilaro Ranches LLC.
Date: 04-03-2016

FOR THE

Signature: 
Name: _____
Title: _____
GSA, Public Buildings Service,
Date: APR - 6 2016

EN N. YEE
ACTING OFFICER

WITNESSED FOR THE LESSOR BY:

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

1.01 THE PREMISES (JUN 2012)

A. Office and Related Space: 33,522 rentable square feet (RSF), yielding 31,506 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and 2,016 ABOA SF of warehouse space located on the 1st floor, of the Building, and wareyard space as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.00 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.05 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
AGENCY SPECIAL REQUIREMENTS	38	C
SECURITY REQUIREMENTS	8	D
GSA FORM 3517B GENERAL CLAUSES	46	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F

1.10 TENANT IMPROVEMENT FEE SCHEDULE

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	9.5%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	7%

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 20 Working Days following the execution of Lease Amendment No. 1 by the Government, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within 10 Working Days of the Government's request.

INITIALS:  LESSOR &  GOV'T

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.
6. Radio Grounding Overlays

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 15 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete 50 % CDs conforming to the approved DIDs not later than 10 Working Days following the approval of DIDs. The Government shall have 10 Working Days to review 50% CDs. Lessor will complete 95% CDs not later than 10 Working Days following Government approval of the 50% drawings. The Government shall have 10 Working Days to review 95% CDs. Further revisions must be completed by Lessor within 5 Working Days to deliver 100% CDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 5 Working Days to review the 100% CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 20 Working Days following the end of the Government CD review period.

G. INTENTIONALLY DELETED

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 20 Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 100 Working days following issuance of NTP.

7.03 CHANGE ORDER PROCEDURES

- A. The General Conditions will not exceed 5% of the total subcontractor's costs.
- B. The General Contractor's fee will not exceed 9% of the total subcontractor's costs plus General Conditions for the Change Order.
- C. The Architectural/Engineering fees for construction changes will not exceed 6% of the General Contractor's Total Cost of Change Order (and will only apply if the Change Order requires design services).

INITIALS:




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- D. Changes within the scope of the Lease that occur during design, through 100% CDs, shall be accommodated within negotiated cost of the Lease. Design changes outside of the scope of the Lease that occur during design shall not exceed the following rates:
 - Architecture Rate/Hour: \$115.00
 - Engineering Rate/Hour: \$125.00
 - Other Rate/Hour: \$100.00
- E. The Lessor's Project Management fee will not exceed 10% of the total costs.
- F. All requests for change order price quotations shall be in writing from the General Services Administration's (GSA) Contracting Officer/Specialist or Project Manager on a Price Request form.
- G. Price quotations shall be supplied by the Lessor to the Government within one week of the written request on a Change Order form.
- H. Notification of change order approval status shall be given within three weeks of the date the price quotation was received by the Government.
- I. Without written approval from the GSA Contracting Officer, no change order should be processed. If a change order is processed without written consent of the GSA Contracting Officer, the Lessor shall bear full financial responsibility for the change order and compliance to the terms of the Lease. Written approval shall be in the form of a signed Change Order form. All Change Orders will subsequently be memorialized in the Lease via Lease Amendment. Change Orders will be grouped to prevent excessive Lease Amendments.

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

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