

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-10P-LWA07429
ADDRESS OF PREMISES: 4512 70 th Ave E Fife, WA 98424	PDN Number: n/a Building #WA8050

THIS AMENDMENT is made and entered into between Prologis LP

whose address is: Pier 1, Bay 1, San Francisco, CA 94111,

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 correct the statement of parking requirements and to adjust the leased area, rent and tenant improvement allowance to reflect the Government's decision to reduce the leased area in accordance with the Lease's provisions and to establish the lease commencement date..

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 November 15, 2013 as follows:

Lease paragraph paragraphs 1.01.A, 1.02.A, 1.03.A, 1.03.B, 1.11 and 1.13 are deleted in their entirety and replaced with the following:

1.01.A: Warehouse and related office space: 155,096 rsf warehouse identified as Block 1 (116,150 RSF) and Block 2 (38,946 RSF) of the Building, as depicted on the floor plans attached hereto as Exhibit A.

1.02.A: Passenger Vehicle and Semi-Trailer Parking: 31 passenger vehicle and 31 semi-trailer parking spaces as depicted on the plan attached hereto as Exhibit A, reserved for the exclusive use of the Government, which shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.


This Lease Amendment contains 2 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 GOVERNMENT:

Signature: 
Name: Richard R Kolpa
Title: Vice President
Entity Name: Prologis LP
Date: 1/9/14

Signature: 
Name: JAMES A. COLLECT
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/13/14

WITNESSE

Signature: 
Name: Mark Fosberg
Title: Leasing & Marketing Coordinator
Date: 1/9/14

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

	FIRM TERM: DEC 1, 2013 – NOV 30, 2018	NON FIRM TERM: DEC 1, 2018 – NOV 30, 2023
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$782,809.83	\$907,491.14
PROPERTY TAXES ²	\$21,638.06	\$21,638.06
OPERATING COSTS ²	\$136,960.16	\$136,960.16
TENANT IMPROVEMENTS RENT ³	\$ 316,010.52	\$0.00
TOTAL ANNUAL RENT⁴	\$1,257,418.57	\$1,066,089.36

¹Exclusive of property taxes. Shell rent shall be subject to 3 percent annual step increases throughout the firm and non-firm terms.

²Operating costs and property taxes are subject to annual adjustment as described elsewhere in the lease

³The Tenant Improvement Allowance of \$1,268,607.73 is amortized at a rate of 8 percent per annum over 5 years.

⁴A total of \$238,847.95 of rent shall be abated, distributed as monthly abatements of \$59,711.99 taken in each of the first three months of occupancy, and \$59,711.98 taken during the fourth month of occupancy

1.03.B: Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **155,096** USF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

1.11. PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

The Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **64.39** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **155,096** RSF by the total Building Space of **240,863** RSF.

1.13. OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Cost Adjustment" that the Lessor's base rate for operating costs shall be \$136,960.16.

The operating costs are a pass-through. The Lessor is required to submit to GSA the prior year actual operating costs annually. The difference between the base and actual will be reimbursed via lump sum. The Lessor and the Government may reset to actual at the request of either party.

INITIALS:

TCU & CAE
LESSOR GOVT