

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LOR07376 BLDG. NO. OR6674
ADDRESS OF PREMISES ALEXANDER DRAKE BUILDING 250 NW FRANKLIN AVENUE BEND, OR 97701-2814	PDN Numbers: 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 issue Notice to Proceed for Tenant Improvements (TI) and Building Specific Amortized Capital work (BSAC), provide lump sum payment invoicing instructions, and specify change order procedures.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 14, 2015, as follows:

Paragraphs 7.03, 7.04, and 7.05 are hereby added to the Lease.

7.03 NOTICE TO PROCEED FOR TIs EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE

A. The total Tenant Improvement Allowance (TIA) of \$236,691.36 is set forth in Lease Paragraph 1.08. The total Building Specific Amortized Capital Allowance (BSACA) of \$50,640.00 is set forth in Lease Paragraph 1.11. The Government has reviewed the Lessor's total pricing for TI costs including the TIA, BSAC and costs in excess of the TIA and BSACA as described in the table in Subparagraph B, below, and determined them to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. This lease amendment serves as the Notice to Proceed (NTP) for TIs within the TI and BSAC allowances and in excess of the TIA as specified in the table below and as depicted in the applicable Exhibits. All costs exceeding the TIA and BSACA will be paid per the instructions outlined in Paragraph 7.04.

This Lease Amendment contains 2 pages, Exhibit A to Paragraph 7.03 (27 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

FOR THE LESSOR:

Signature: _____
Name: _____
Title: MANAGER
Entity Name: DRAKE BUILDING ASSOCIATES, LLC
Date: JULY 27, 2015

FOR THE

Signature: _____
Name: _____
Title: _____
Entity Name: GSA, F
Date: 8/3/15

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Holly Polk
Title: Property Manager
Date: 7.27.15

B.

TI Pricing/ CO#	Description	Amount	Approved via LA #	Exhibit
TI Overage	TI Costs Exceeding the TIA Based on Approved TICS	\$259,660.28	LA #1	Exhibit A to Lease Paragraph 7.03
	TOTAL LUMP SUM	\$259,660.28		

C. Exhibit A to Lease Paragraph 7.03 – Tenant Improvements Cost Summary (TICS), dated June 1, 2015.

7.04 LUMP SUM PAYMENT PROCEDURES

Upon completion of the space by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in Paragraph 7.03. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy copy to the Contracting Officer at the GSA Finance Office at the following address:

Invoice Address:
General Services Administration
PBS Payment Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181

Courtesy Copy Address:
General Services Administration
C/O Kristen Yee
400 15th Street SW
Auburn, WA 98001
Kristen.Yee@gsa.gov

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0032411

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

7.05 CHANGE ORDER PROCEDURES

- A. The General Conditions will not exceed 7.85% of the total subcontractor's costs.
- B. The General Contractor's fee will not exceed 7.00% of the total subcontractor's costs plus General Conditions for the Change Order.
- C. The Architectural/Engineering fees for construction changes will not exceed 8.00% of the General Contractor's Total Cost of Change Order (and will only apply if the Change Order requires design services).
- D. INTENTIONALLY DELETED
- E. The Lessor's Project Management fee will not exceed 0.00% 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 REMAIN IN FULL FORCE AND EFFECT.

INITIALS:


LESSOR

&


GOV'T