

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LOR07464 Building NO. OR6689
ADDRESS OF PREMISES: Southtowne Commerce Center 2795 Anderson Ave Klamath Falls, Oregon, 97603-7898	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **Southtowne Commerce Center, LLC**

Whose address is: 2795 Anderson Ave, Suite 101, Klamath Falls, Oregon 97603-7898

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, restate the commission and commission credit paragraph and set the lease termination 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 September 1, 2015 as follows: Lease Term paragraph and paragraphs 1.03, 1.04, 1.05, and 1.06 are hereby deleted and replaced below.

**LEASE TERM**


To Have and To Hold the said Premises with their appurtenances for the term September 1, 2015 - August 31, 2025; with 2 renewal terms of 5 years each. The term is subject to termination and renewal rights as are hereinafter set forth, to be used for such purposes as determined by GSA.

This lease supersedes GS-10B-06750 which is hereby terminated on August 31, 2015.

This Lease Amendment contains 3 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:


Signature:   
 Name: NEAL EBERLETT  
 Title: MANAGING MEMBER  
 Entity Name: SOUTHTOWNE COMMERCE CTR, LLC  
 Date: 9/30/2015

FOR THE GOVERNMENT:

Signature:   
 Name:   
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: OCT 6 2015

**LINDSEY D. SNOW**  
**CONTRACTING OFFICER**

WITNESSED FOR THE LESSOR BY:

Signature:   
 Name: ALEXIA MASON  
 Title: SECRETARY  
 Date: SEPTEMBER 30, 2015

**1.03 RENT AND OTHER CONSIDERATION (AUG 2011)**

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

	9/1/15-8/31/20	9/1/20-8/31/25
	Annual Rent	Annual Rent
Shell Rent	\$57,756.15	\$57,947.50
Tenant Improvements Rent <sup>1</sup>	\$4,522.85	\$0.00
Operating Costs	\$8,900.00	\$8,900.00
Parking <sup>2</sup>	\$0.00	\$0.00
Fenced Wareyard <sup>3</sup>	\$6,000.00	\$6,000.00
<b>Total Annual rent</b>	<b>\$77,179.00</b>	<b>\$72,847.50</b>

<sup>1</sup>The Tenant Improvement Allowance of \$19,732.00 is amortized at a rate of 5.5% percent per annum over 5 years.

<sup>2</sup>Parking costs are described under sub-paragraph H below

<sup>3</sup>Wareyard is provided at a rate of \$6,000.00/year

B. Subparagraph Intentionally Deleted

C. Subparagraph Intentionally Deleted

D. Subparagraph 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 the 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 Central Contractor Registration.

G. The 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 "Paragraph 1.01 THE PREMISES" created herein;
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 meet the requirements off this Lease.

H. Parking shall be provided at a rate of \$0.00 (no charge) per parking space per month (surface/outside).

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)**

A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to CBRE, Inc. with the remaining [REDACTED], 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: Y/E & AS  
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 Rent

September 1, 2015 Rental Payment \$6,431.58 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted September 1, 2015 Rent.

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in parts, at any time effective after **August 31, 2020** by providing not less than upon 120 days written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.06 RENEWAL RIGHTS (SEP 2013)**

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

	OPTION TERM #1 [REDACTED]		OPTION TERM #2 [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE.		OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE.	

provided notice is given to the Lessor at least 120 days before the end of the Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

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

INITIALS: YK LESSOR & AS GOV'T