

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-10P-LOR07470 BLDG. NO. OR6679
ADDRESS OF PREMISES 3501 EXCEL DRIVE MEDFORD, OR 97504-8067	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **BURRILL DEVELOPMENT COMPANY, LLC**

whose address is:

3560 EXCEL DRIVE
SUITE 101
MEDFORD, OR 97504-9858

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 the Tenant Improvement Allowance and adjust the Broker Commission.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 13, 2015 as follows:

Paragraphs 1.03, 1.04, and 1.08 are hereby deleted in their entirety and replaced.

1.03 RENT AND OTHER CONSIDERATION (APR 2015)

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

BLOCKS A & B	9/13/2015 – 9/12/2020
Shell Rent¹	\$329,359.48
Operating Costs	\$99,564.00
Tenant Improvements	\$0.00
Total Annual Rent	\$428,923.48

¹Parking is included in the Shell Rental Rate

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: _____
Title: Manager
Entity Name: Burrill Development
Date: 1-5-17

FOR

Signature: _____
Name: _____
Title: _____
GSA: _____
Date: JAN 20 2017

**YEE
FICER**

WITNESSED FOR THE LESSOR BY

Signature: _____
Name: _____
Title: _____
Date: 1/5/17

B. SUB-PARAGRAPH INTENTIONALLY DELETED

C. SUB-PARAGRAPH INTENTIONALLY DELETED

D. SUB-PARAGRAPH 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 Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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 the paragraph entitled "The Premises."

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 to meet the requirements of this Lease.

H. Parking is valued at a rate of \$50.00 per parking space per month (surface/outside), and is included in the Shell Rent.

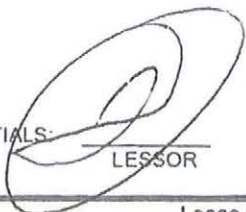
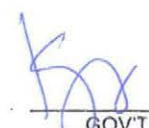
1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **DTZ AMERICAS INC. d/b/a Cushman & Wakefield U.S., 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. The entirety of the Commission, [REDACTED] will be payable to **DTZ AMERICAS INC. d/b/a Cushman & Wakefield U.S., Inc.**

B. SUB-PARAGRAPH INTENTIONALLY DELETED

1.08 INTENTIONALLY DELETED

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

INITIALS:  LESSOR &  GOVT