

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. LMT14406
LEASE AMENDMENT	
ADDRESS OF PREMISES Office: 2021 Fourth Avenue North, Billings, Montana Warehouse: 108 Nall Avenue, Billings, Montana	PDN Number: PS0026258

THIS AGREEMENT, made and entered into this date by and between GSA BILLINGS, L.C., a Utah Limited Liability Company whose address is: 90 South 400 West, Suite 200
Salt Lake City, Utah 84101-1365

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 street address for the Warehouse, confirm value engineered alternatives in the Tenant Improvements and confirm the cost savings and application for same, and officially approve the project change orders identified in Exhibit A (2 pages) and Exhibit B (54 pages), attached and made part of this Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. The address for the Warehouse identified in Supplemental Lease Agreement No. 2 shall be changed from:

810 Nall Avenue
Billings, Montana

TO:

108 Nall Avenue
Billings, Montana

Continued on Page 2

This Lease Amendment contains 4 pages plus Exhibit A (2 pages) and Exhibit B (54 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: _____
Title: JAMES C. BOYER
PRESIDENT/CEO
Entity Name: GSA BILLINGS, L.C.
Date: APRIL 30, 2013

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: ADAM MELWIS
Lease Contracting Officer
GSA, Public Buildings Service
Date: 5/1/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: NATHAN R. V. BOYER
Title: PARTNER
Date: 4/30/2013

2. In accordance with Exhibit A (2 pages), the total cost for the tenant improvements is \$4,255,947.87 (Office TI Plan Cost \$3,734,192.00 + Warehouse TI Cost \$521,755.87). A total tenant improvement allowance of \$4,479,335.00 has been amortized into the rent at 0.0% for 180 months. Upon completion of all work and reconciliation of all approved change orders and value engineering items, the Government and the Lessor agree to memorialize any final credit due in accordance with the Tenant Improvement Rental Adjustment section of the Lease whereby the Government may return any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term. The Lessor hereby waives restoration as a result of all improvements.

3. The Lessor and the Government acknowledge and agree to the following value engineered items recognized as a costs savings in Tenant Improvements:
 - Carpet Credit – The cyclic carpet replacement is reduced to one-time after year 10 of the firm term of the Lease. The Lease shall be amended to specifically address this change in the SFO. A proportionate cost savings credit is applied to each agency Tenant Improvement Allowance. Total value engineered savings: [REDACTED]
 - Electrical Credit – Aluminum wiring will be utilized in a portion of the base building versus specified copper wiring. This cost savings will be applied to the shell build-out and is available as additional funds for any shell upgrades approved by the Government. Total value engineered savings: [REDACTED]

The above value engineered items are outlined on the attached Exhibit A (2 pages) and listed under the VALUE ENGINEERED ITEMS category.

4. The following changes are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:

Change Order #01 (dated 5/08/2012) – Warehouse cost increase to expand and re-design the site to accommodate confirmed agency requirements for equipment storage and required turning radius: [REDACTED]

Change Order #02 (dated 6/27/2012) – Furnish and install additional [REDACTED]: [REDACTED] (Note: VE Change)

Change Order #03 (dated 6/27/2012) – Increase / extend secured parking area to 70 spaces. Price includes the cost of additional [REDACTED]: [REDACTED]

Change Order #04 (dated N/A) – Data Center Design Fees – this cost is included in CO #5 below. CO #4 is a [REDACTED]: [REDACTED]

Change Order #05 (dated 10/22/2012) – Data Center build out and Design Fees: [REDACTED]

Change Order #06 (dated 10/23/2012) – Emergency Power Upgrades – THIS CO#6 WAS REJECTED ON 10-31-2012: [REDACTED]

Change Order #07 (dated 10/16/2012) – [REDACTED] Data and Furniture layout changes: [REDACTED]

Change Order #08 (dated 10/16/2012) – [REDACTED] upgrade: [REDACTED]



Change Order #09 (dated 3/18/2013) – [REDACTED] upgrade to Director's area: [REDACTED]

Change Order #10 (dated 10/22/2012) – [REDACTED] Furnish and install three (3) additional [REDACTED]: [REDACTED]

Change Order #11 (dated 1/22/2013) – [REDACTED] Video Conference changes and electrical upgrades: [REDACTED]

Change Order #12 (dated 11/15/2012) – [REDACTED] Electrical: [REDACTED]

Change Order #13 (dated 10/22/2012) – [REDACTED] Power door openers: [REDACTED] (Note: VE Change)

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Change Order #14 (dated 1/08/2013) – [REDACTED] Electrical changes and modification in Training Room: [REDACTED]

Change Order #15 - revised (dated 5/08/2012) – [REDACTED]: [REDACTED]

Change Order #16 (dated 12/20/2012) – Upgrade ceiling tiles throughout the leased premises (Office only): [REDACTED]
(Note: VE Change)

Change Order #17 (dated 2/21/2013) – [REDACTED]: [REDACTED]

Change Order #18 (dated 2/27/2013) – [REDACTED] Additional electrical and data: [REDACTED]

Change Order #19 (dated 3/08/2013) – [REDACTED] Conex Containers: [REDACTED]

Change Order #20 (dated 2/22/2013) – [REDACTED] Furniture data cabling and power hook-ups: [REDACTED]

Change Order #21 (dated N/A) – [REDACTED] Furnish and install additional data in Director's area – CO#21 is a [REDACTED]
 [REDACTED] [REDACTED]

Change Order #22 (dated 3/05/2013) – Furnish and install door signage: [REDACTED]

Change Order #23 (dated 3/18/2013) – Furnish and install pre-action system: [REDACTED]

Change Order #24 (dated 4/05/2013) – Repaint [REDACTED] Room #219: [REDACTED]

TOTAL ADD FOR ALL CHANGES LISTED IN EXHIBIT A, LESS ANY CREDIT DUE FROM INITIAL TI BIDS, LESS VALUE ENGINEERING CREDITS: \$341,156.93

5. The changes described above and in the attached Exhibit A (2 pages) and Exhibit B (54 pages) pursuant to this Lease Amendment shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes. The total cost for the above work is **\$341,156.93**. All changes performed under this contract shall not exceed **\$341,156.93**.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$341,156.93** upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer. The Lessor hereby waives restoration as a result of all improvements.

An electronic copy of the invoice must be provided to the Contracting Officer at the following address:

brenda.pearl@gsa.gov

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- 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 # **PS0026258**

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

INITIALS:  & 
 LESSOR & GOVT

6. The Government and the Lessor acknowledge a remaining credit due for unused Tenant Improvements and from a savings in the Value Engineering alternatives selected. A credit in the amount of \$10,684.04 is due to [REDACTED]. The agency has 6 months beginning May 1, 2013 to utilize the credit. The credit amount may be used for signage/painting to identify reserved parking, electrical changes required for systems furniture installation and electrical upgrades in the warehouse area. In the event [REDACTED] does not utilize the credit amount due, in whole or in part within the time period specified, a credit in the amount of the remaining balance will be applied to rent due and shall be memorialized in a Lease Amendment.
7. The Government and the Lessor acknowledge a remaining credit due from a savings in the Value Engineering alternatives selected. A credit in the amount of \$7,945.47 is due to the Government. The Government has 6 months beginning May 1, 2013 to utilize the credit. The credit amount may be used for upgrades and expansion to the parking lot in the SEQ of the parking lot or any other building shell related changes required. In the event the Government does not utilize the credit amount due, in whole or in part within the time period specified, a credit in the amount of the remaining balance will be applied to shell rent due and shall be memorialized in a Lease Amendment.
8. Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
9. All other terms and conditions remain in full force and effect.

End of Lease Amendment No. 3

INITIALS:


LESSOR

&


GOV'T