

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE: 9.6.12
	TO LEASE NO. GS-08P- 14608	

ADDRESS OF PREMISES

THIS AGREEMENT, made and entered into this date by and between: City of Billings, Montana
DBA Billings Logan International Airport

whose address is: 1901 Terminal Circle, Room 216, Billings, MT 59105-1991

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to update the attached exhibits, increase the TI pricing, and change the commencement date for the increase in rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective March 1, 2012, as follows:

1. Section 1.04, Documents Incorporated By Exhibit, Floor Plan, Building/Parking Plan, 3 pages, Exhibit A, are replaced with the attached Floor Plan, Building/Parking Plan, 3 pages, dated March 7, 2012. Exhibit B, Tenant Improvement Costs, 15 pages, is hereby added to the lease.
2. Section 1.05, Turnkey Pricing With Pre-Award Bids is deleted in its entirety and replaced with the following:

The Lessor has agreed to total Tenant Improvement (TI) pricing of \$45,586.42 based on the approved post-remodel floor plan included in Exhibit A.

Construction of TIs. The Lessor shall complete all construction work required in the SOW in Exhibit D and approved Change Orders to prepare the Premises as required in this Lease and ready for use not later than 45 calendar days following issuance of the Notice to Proceed (NTP) to Lessor.

The Lessor hereby agrees to provide and install the items described in Exhibit D. The Government agrees to reimburse the Lessor \$45,586.42 upon completion and acceptance of the Tenant Improvement Construction project by the Government and upon receipt of an acceptable itemized invoice from the Lessor. Payment shall be forwarded to:

City of Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105-1991

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0022213. [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."

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INITIALS: JWZ
LESSOR

&

DA
GOVERNMENT

3. Section 5.14, Rental Schedule is deleted in its entirety and replaced with the following:

The annual rental of the 8,057 square feet of total rentable space shall be \$136,566.12/year, payable monthly in arrears in the amount of \$11,380.51/month for the Firm term.

To allow for Lessor's completion of the Scheduled Construction Tenant Improvements described in Exhibit D, the following rent schedule shall apply.

RENTAL SCHEDULE: Government shall pay rentals as follows:

Date	Monthly Amount	Annual Amount
Years 1 – 5		
Commencing December 1, 2011 through February 29, 2012	\$6,133.08	\$73,596.96
Shell Rental Rate	\$ 0.00	\$ 0.00
Operating Costs	\$6,133.08	\$73,596.96
Full Service Rate		
Commencing March 1, 2012 through November 30, 2016	\$11,380.51	\$136,566.15
Shell Rental Rate	\$ 0.00	\$ 0.00
Operating Costs	\$11,380.51	\$136,566.15
Full Service Rate		

*The dates above correspond to the actual completion date of the Tenant Improvement Construction Project.

In the event Government's separate contract for the Physical Security Enhancement project is not completed prior to or concurrent with the Lessor's contract for the Scheduled Construction Tenant Improvement Project, neither the Notice Of Completion for the Scheduled Construction Tenant Improvement Project, nor the commencement of the increased rent shall be delayed.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

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 above date.

BY		Mayor	
	(Signature)		
	IN PRESENCE OF	(Address)	
	(Signature)	(Address)	
UNITED STATES OF AMERICA	GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE		
BY			CONTRACTING OFFICER
			(Official Title)