

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. <u>  3  </u> (Notice To Proceed)  TO LEASE NO. LCO14643
ADDRESS OF PREMISES: OAKRIDGE OFFICE BUILDING 1201 OAKRIDGE DRIVE FORT COLLINS, CO 80525-5562	PDN Number: <b>PS0028762</b>

THIS AGREEMENT, made and entered into this date by and between The Carrington Company

whose address is: 627 H Street  
Eureka, CA 95501-1025

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

WHEREAS, the parties hereto desire to amend the above Lease by providing Notice to Proceed for tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, upon April 16, 2014, as follows:

This Lease Amendment contains 3 pages plus Exhibit.

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 [REDACTED]

Signature: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]  
Entity Name: [REDACTED]  
Date: 4/22/14

FOR THE GOVERNMENT:

Signature: [REDACTED]  
Name: Erin Jones  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 4/23/14

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]  
Name: [REDACTED]  
Title: SR. LEASE ADMINISTRATION  
Date: 4/23/2014

**NOTICE TO PROCEED FOR TENANT IMPROVEMENTS**

I. **Tenant Improvements:** The lessor submitted a TICs table dated provided by Heath Construction dated March 31, 2014 in the total amount of 401,240.00 for the construction build out of the [redacted] space for 5,728 RSF / 4,980.87 USF. The Government has reviewed this cost proposal for the Tenant Improvements for the [redacted] agency and as has deemed these costs as Fair and Reasonable. This LA represents the Notice to Proceed (NTP) with construction of tenant improvements that exceed the tenant improvement allowance but not to exceed the amount of \$401,240.00. Of this amount, \$237,252.24 will be amortized over the term of the lease.

The Government will pay the balance of \$163,987.76 by lump sum.

II. **BSAC Costs:** This LA represents the Notice to Proceed (NTP) with construction of BSAC items in the amount NTE \$5,880.00 for FWS only. The remaining balance of these costs allotted in the lease will be utilized by NPS. A subsequent Lease Amendment may be provided to adjust the amortization of this amount and adjust the full service rent at Beneficial Occupancy of the space, if needed.

III. **Relocation Costs:** Per section 1.16 ADDITIONAL BUILDING IMPROVEMENTS SECTION B: The Lessor shall pay up to \$36,000.00 toward temporary relocation costs incurred by the Government. Based on a pro-rata share, of this amount, \$3,528.00 shall be utilized for [redacted] relocation costs.

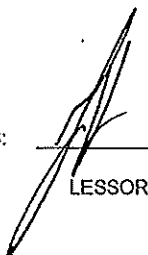
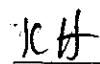
IV. **Reimbursable Items:** The Lessor hereby agrees to provide, install and maintain the items described in the attachments of this Notice to Proceed. The Government agrees to reimburse the Lessor in the amount of \$163,987.76 to be paid on a lump sum basis upon completion of the work, inspection and acceptance by the Government and upon receipt of an itemized invoice from the Lessor. In no event shall the Government make payment prior to the completion, inspection and acceptance. Payment shall be forwarded to: The Carrington Company, 627 H. Street, Eureka, CA 95501-1025.

The Vendor receiving payment shall issue an invoice. The invoice shall include a unique invoice number and cite the following PDN Number # PS0028762, RWA # N0982995. Invoice(s) submitted without the PDN number are immediately returned to the Vendor. Invoice shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov) OR the original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

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

General Services Administration  
Colorado Service Center  
Attn: Kristin Howes  
GSA, Rocky Mountain Region (R8)  
1 Denver Federal Center  
Building 41  
Denver, CO 80225-0546

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**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 # PS

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

**V. Exhibit TICS Dated 3.31.14:**

Exhibit TICS dated 3.31.14 is here by attached and made a part of the lease. This exhibit represents the Tenant Improvement scope of work provided to the Government for determination of fair and reasonable costs.

**VI. Per paragraph 4.11 LEASE TERM COMMENCEMENT DATE AND ANNUAL RENT RECONCILIATION (APR 2011),**  
At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA square feet in the Space, which, together with the CAF established in Section 1, will yield the total Rentable Area of the Premises. The rent for the space will be adjusted based upon the measured ABOA square footage for the purpose of adjusting the annual rent. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.


I. The Lessor hereby waives restoration as a result of all improvements.

**All other terms and conditions remain in full force and effect.**

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