

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. **GS-10B-07218** BLDG NO. **WA7561ZZ**

ADDRESS OF PREMISES

Tower Building, 402 E. Yakima Avenue, 2nd and 3rd Floors, Yakima WA 98901

THIS AGREEMENT, made and entered into this date by and between The Tower, LLC

Whose address is 402 E. Yakima Ave., Suite 1200, Yakima, WA 98901-2794

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective April 9, 2013, as follows:

Lease Amendment (LA) Number 5 has been prepared to correct the annual rent and option rent due to the removal of a telephone closet from the lease. Therefore, paragraphs 3 and 5 are hereby deleted and replaced in their entirety as follows:

3. The Government shall pay the Lessor annual rent of \$357,016.87 at the rate of \$29,751.41 per month in arrears.

Rent period	Shell Rent	Operating costs	Annual rent
4/9/2013 - 7/29/2013 ¹	\$293,254.26	\$63,762.61	\$357,016.87
7/30/13 - 4/8/2014	\$291,867.82	\$63,762.61	\$355,630.43
4/9/2014 - 10/08/2019	\$291,867.82	\$64,662.65	\$356,530.47

¹Shell rent increase due to addition of a telephone closet and CPI escalation occurred during this rent period

Effective 5/1/2014, the Government will pay annual rent of \$356,530.47 at the rate of \$29,710.87 per month. In addition, a one-time lump sum payment is hereby made to the Lessor in the amount of \$945.73 to provide compensation for the operating cost adjustments for the period of 1/1/2013 - 4/30/2014, as shown in Exhibit A.

Cont. on page 2

Use of the GSA Form 276, Supplemental Lease Agreement 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".

All other terms and conditions of the Lease shall remain in full force and effect.

as of the below date.

FOR THE

Signature:

Name:

Title: Lease Contracting Officer

Entity Name: GSA, Public Building Service

Date:

Name: Def: JEM Development Real Estate, Inc.

Title: General Manager of The Tower, LLC

Entity Name: Joseph R. Manner, President

Date:

WITNESSED

Signature:

Name:

Title:


Date:

Continued from page 1


5. This lease may be renewed at the option of the Government, for the following terms and rental rates:

Rent period	Shell Rent	Operating costs	Annual rent
10/09/19-10/08/24	[REDACTED]	[REDACTED]	[REDACTED]
10/09/24-10/08/29	[REDACTED]	[REDACTED]	[REDACTED]

¹Operating cost amounts are base year values and do not include any annual adjustments as required by paragraph 11.



Lessor



Gov't