

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT Number 1	DATE <u>2/2/12</u>
	TO LEASE NO. GS-10B-07260 BLDG. NO. WA7433	

ADDRESS OF PREMISES: **1104 N Western, Wenatchee, WA 98801-1230**

THIS AGREEMENT, made and entered into this date by and between **Washington State University**, whose address is:
240 French Administration Building, PO Box 641025, Pullman, WA 99164-1025, hereinafter called the **Lessor**,
 and the **UNITED STATES OF AMERICA**, hereafter called the **Government**:

WHEREAS, the parties hereto desire to amend the above Lease to install and pay for the building sprinkler system.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **February 1, 2012** as follows:

Section 1, Paragraph 1.01 Rental Consideration of the lease is hereby deleted and replaced as follows:

In consideration for the Lease the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, The Government shall pay the Lessor annual rent to be computed using the rental rates specified in Line 10, Boxes 10D and 10F (and, if applicable the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Section 3 of this Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated except that in no circumstances may rent fail to fully satisfy the requirements of Exhibit A, Paragraph 27. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements specified in the Lease including those described in Exhibit A and the Agency-Specific Requirements Package ("ASRP") attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16 of Exhibit A, rights to parking areas will be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

(continued on page 2)

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

IN WITNESS WHEREOF, the Lessor has signed this Lease as of the above date.	
LESSOR	Barry E. Johnston Asst. Vice President Washington State University (Title)
BY _____	_____
IN PRESENCE OF _____	_____ (Address)
UNITED STATES OF AMERICA	
BY _____	<u>GENERAL SERVICES ADMINISTRATION</u> (Contracting Officer)

Exhibit A, Section II, Lines 10, 11 and 12 are deleted and replaced with the table below:

Exhibit A, Section V, Paragraph 27 is hereby added:

Annualized					
Months	Shell	Operating Expenses	Tenant Improvements	Total Annual Rent	Total Monthly Rent
1-17	\$85,500.00	\$139,500.00	\$0.00	\$225,000.00	\$18,750.00
18-60	\$85,500.00	\$139,500.00	\$68,831.88	\$293,831.88	\$24,485.99
61-77	\$98,800.00	\$161,200.00	\$68,831.88	\$328,831.88	\$27,402.66
78-120	\$98,800.00	\$161,200.00	\$0.00	\$260,000.00	\$21,666.67

Lessor and Government agree that the installed cost of the Automatic Sprinkler System specified in Exhibit A, Section V, Paragraph 25.2 is [REDACTED] as detailed in Attachment A of this Lease Amendment. The cost of this system will be amortized as a Tenant Improvement via 60 consecutive monthly payments of \$5,735.99, beginning the month following the month in which the system is accepted by the Government.

Execution of this Lease Amendment constitutes Government's Notice to Proceed to Lessor to commence construction of the sprinkler system.

Initials: *PL* LESSOR & *MRB* GOV'T
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