

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No.3
	TO LEASE NO. GS-10P-LWA07429
LEASE AMENDMENT	
ADDRESS OF PREMISES: 4512 70 th Ave E Fife, WA 98424	PDN Number: n/a Building # WA8050

THIS AMENDMENT is made and entered into between Prologis LP

whose address is: Pier 1, Bay 1, San Francisco, CA 94111,

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

WHEREAS, the parties hereto desire to accept the improvements, confirm actual tenant improvement expenditures and to establish their amortization payment schedules.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 28, 2014 as follows:

(Continued on page 2)

This Lease Amendment contains 3 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: Richard R Kolpa
 Title: Vice President
 Entity Name: Prologis LP

Date: 4/28/14

FOR THE GOVERNMENT:

Signature: 

Name: JAMES H. COOPER
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,

Date: 4/29/14

WITNESS:

Signature: 

Name: James H. Cooper
 Title: Leasing & Marketing Coordinator

Date: 4-28-14

(Continued from page 1):

Paragraphs 1.03.A and 1.03.C are hereby deleted in their entirety and replaced with the following:

1.03.A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM: DEC 1, 2013 – NOV 30, 2018		NON FIRM TERM: DEC 1, 2018 – NOV 30, 2023
	12/1/13 – 2/28/14	3/1/14 – 11/30/18	
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$782,809.83	\$782,809.83	\$907,491.14
PROPERTY TAXES ²	\$21,638.06	\$21,638.06	\$21,638.06
OPERATING COSTS ²	\$136,960.16	\$136,960.16	\$136,960.16
TENANT IMPROVEMENT #1 RENT ³	--	\$ 149,771.22	\$0.00
TENANT IMPROVEMENT #2 RENT ⁴	--	\$78,268.87	\$78,268.87
TOTAL ANNUAL RENT⁵	\$941,408.05	\$1,169,448.14	\$1,144,358.23

¹Exclusive of property taxes. Shell rent shall be subject to 3 percent annual step increases throughout the firm and non-firm terms.

²Operating costs and property taxes are subject to annual adjustment as described elsewhere in the lease

³The Tenant Improvement Rent #1 of \$577,154.22 is amortized at a rate of 9 percent per annum over 57 months.

⁴The Tenant Improvement Rent #2 of \$506,847.53 is amortized at a rate of 9 percent per annum over 117 months.

⁵A total of \$238,847.95 of rent shall be abated, distributed as monthly abatements of \$59,711.99 taken in each of the first three months of occupancy, and \$59,711.98 taken during the fourth month of occupancy.

TENANT IMPROVEMENT

JAC RK

In instances where the Lessor amortizes the for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term, the Government shall be liable for unamortized Tenant Improvement costs, which shall be due and payable as of the effective date of cancellation.

1.03.C. The total tenant improvement cost to be amortized in the lease is \$1,084,001.75, allocated \$577,154.22 as Tenant Improvement Rent #1 and \$506,847.53 as Tenant Improvement Rent #2. This total was arrived at through a series of contract modifications summarized in Exhibit 1 to this Lease Amendment:

- GSA issued a final Notice to Proceed on December 18, 2013 in the amount of \$992,690.09. This total adjusted for the reductions of Change Order #1, but mistakenly did not eliminate [REDACTED] in WA sales tax on these items (total net amount of [REDACTED]); the corrected NTP amount as of December 18, 2013 should have been \$991,786.85;
- Change Order #2, in the revised amount of [REDACTED] was approved on April 3, 2014;
- Change Order #3 was approved on February 10, 2014 in the amount of [REDACTED], but COR #4, in the amount of [REDACTED] was subsequently rejected, leaving a net approved amount of \$16,668.81;
- Change Order #4 in the amount of [REDACTED] was approved on February 21, and;
- Change Order #5, in the amount of [REDACTED] was approved on March 10, 2014.

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

INITIALS: JAC & JAC
LESSOR & GOVT