

**CONTRACT NO.: DMS-12/13-007A
BETWEEN
THE DEPARTMENT OF MANAGEMENT SERVICES
AND
CBRE, INC.**

AMENDMENT NO.: 1

THE PARTIES agree to amend Contract No. DMS-12/13-007A (the Contract), effective upon execution, as follows:

1. Section 2.3.1 Contractor Compensation, is replaced in its entirety to read as follows:

2.3.1 There is no Contractor compensation in excess or in addition to those payments established herein for Services.

2.3.1 Compensation for Lease Transaction Services and Portfolio Strategy Services.

The compensation for performing the Lease Transaction Services allowed under this Agreement, Contractor shall receive either the Commission paid by the subject landlord through the Eligible User as indicated below. Payments shall be made based on the aggregate of each of the amounts of the gross base rent of the lease. (For example: a five (5) year lease (base term) with a total obligation of \$2,765,432 will have a commission bill as follows: the first \$0 - \$500,000 bills at 3.5%, the next \$500,001 - \$2,500,000 will bill at 3.25% and the last \$2,500,00 - \$2,765,432 will bill at 3.0%). All payments for lease transaction services as well as any other services procurement under this contract must be evidenced by either a purchase order or a two party written Commission Agreement.

Table 1 - Commission Schedule

Type of Lease Agreement Negotiated	Maximum Compensation Rate	
New leases ¹	Total Aggregate Gross Base Rent of the Base Term of the Lease as indicated above	Maximum Rate
	The first \$ 0 - \$ 500,000	3.50%
	The next \$ 500,001 - \$2,500,000	3.25%
	The next \$ 2,500,001 - \$4,500,000	3.00%
	The next \$ 4,500,001 - \$6,499,999	2.75%
	The next \$ 6,500,000 and over	2.50%
Lease renewal, lease modifications, stay-in-place lease, lease extension, lease expansion	2% of the rent to be paid for the term of the action. ²	

¹ At DMS's discretion and approval, a lease that has been substantially restructured to decrease the effective rental rate for leased space, resulting in a notable reduction in the overall lease costs in accordance with the objectives established in the annual *Strategic Leasing Plan* can be considered a "new lease" for the purposes of compensation.

² If the existing lease term is incorporated in a new transaction, such term (or value) shall be excluded from the commission calculation.

Type of Lease Agreement Negotiated	Maximum Compensation Rate
All leases for warehouse, hangar or storage space	2% of the sum of the annual rent to be paid over the initial term of the lease for leases 0-5,000 square feet Leases over 5,001 square feet follow the new lease chart above.
Independent Market Analysis	\$ <u>225.00</u> per IMA
Broker Opinion of Value or a Broker Price Option - Undeveloped Properties*	\$ <u>500.00</u> per BOV/BPO
Broker Opinion of Value or a Broker Price Option - Developed Properties	\$ <u>250.00</u> per BOV/BPO

*Undeveloped properties is defined a property that contains no structures.

Rates in excess of those established in Table 1 are not authorized.

Commissions received by the Eligible User on behalf of Contractor shall be paid to Contractor as indicated herein. However, under no circumstances shall Commissions become payable by Eligible User until such payments have been remitted to the Eligible User by the subject landlord.

Commission installments are paid as follows:

New leases:

50% upon full execution of the lease documents by the landlord the Eligible User and DMS; and 50% upon occupancy by the Eligible User of the leased premises.

Renegotiated/Modified Leases:

Should the lease be in the same location and thereby not requiring a move on the part of the Eligible User the commission shall be paid 100% at time of full lease execution by the landlord the Eligible User and DMS.


All Other Actions

Payment will be made as indicated on the purchase order or contract document.

2. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof. All other terms and conditions of the Contract and shall remain in full force and effect.

SO AGREED by the Parties' authorized representatives on the dates noted below:


DEPARTMENT OF MANAGEMENT SERVICES



Stacy Arias, Deputy Secretary
7/29/14

Date

CBRE, INC.



Signature
William I. Culliford, III

Print Name and Title
Managing Director
July 14, 2014

Date