

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 14

TO LEASE NO. **GS-10B-07163** BLDG NO. **OR6732ZZ**

ADDRESS OF PREMISES

4310 SW Macadam, Portland, OR. 97239-4222

THIS AGREEMENT, made and entered into this date by and between 4310 Building LLC

Whose physical address is 702 SE Powell, Portland, OR. 97242-2625

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 November 1, 2014, as follows:

Lease Amendment (LA) Number 14 has been prepared to add Janitorial services per Exhibit A attached, at a cost of [REDACTED] per month or [REDACTED] a year. Therefore paragraphs 3 and 12 are deleted in their entirety and replaced with the like numbered paragraphs below:

**Paragraph 3. RENTAL RATE:**

A. Rental Rate: The Government shall pay the Lessor annual rent per the table below, per month in arrears. Rent for a lesser period shall be prorated.

**Block A: 39,753 RSF (Occupied space)**

Rent period	Annual Rent 11/1/2014-9/26/2018	Annual Rent 9/27/2018-9/26/2023	Annual Rent 9/27/2023-9/26/2028	[REDACTED]
Shell Rental Rate	\$1,230,355.35	\$1,309,861.35	\$1,393,342.65	[REDACTED]
TI Rental Rate <sup>1</sup>	\$213,909.29	\$213,909.29	\$213,909.29	[REDACTED]
Building Specific Amortized Capital (BSAC) <sup>2</sup>	\$32,852.75	\$32,852.75	\$32,852.75	[REDACTED]
Operating Cost Rate	\$187,572.89	\$187,572.89	\$187,572.89	[REDACTED]
Full Service Rent	\$1,664,690.28	\$1,744,196.28	\$1,827,677.58	[REDACTED]

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".

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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [REDACTED]

Name: [REDACTED]

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: 2-9-15

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: Terria Heinlein

Title: Lease Contracting Officer

Entity Name: GSA, Public Building Service

Date: 5/3/15

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**Block B: 14,865 RSF (Future GSA Tenant – VACANT SPACE)**

Rent period	Annual Rent 11/1/2014-9/26/2018	Annual Rent 9/27/2018-9/26/2023	Annual Rent 9/27/2023-9/26/2028	Annual Rent
Shell Rental Rate	\$460,071.75	\$489,801.75	\$521,018.25	
TI Rental Rate	\$0.00	\$0.00	\$0.00	
Building Specific Amortized Capital (BSAC)	\$0.00	\$0.00	\$0.00	
Operating Cost Rate <sup>3</sup>	\$ 28,391.55	\$ 28,391.55	\$ 28,391.55	
<b>Full Service Rent, Adjusted for Vacancy</b>	<b>\$488,463.30</b>	<b>\$518,193.30</b>	<b>\$549,409.80</b>	

**Blocks A and B: 54,618 RSF (Total)**

Rent period	Annual Rent 11/1/2014-9/26/2018	Annual Rent 9/27/2018-9/26/2023	Annual Rent 9/27/2023-9/26/2028	Annual Rent
Shell Rental Rate	\$1,690,427.10	\$1,799,663.10	\$1,914,360.90	
TI Rental Rate <sup>1</sup>	\$213,909.29	\$213,909.29	\$213,909.29	
Building Specific Amortized Capital (BSAC) <sup>2</sup>	\$32,852.75	\$32,852.75	\$32,852.75	
Operating Cost Rate <sup>3</sup>	\$215,964.44	\$215,964.44	\$215,964.44	
<b>Full Service Rent, Adjusted for Vacancy</b>	<b>\$2,153,153.58</b>	<b>\$2,262,389.58</b>	<b>\$2,377,087.38</b>	

<sup>1</sup> Total TIs in the amount of \$2,112,416.90 are amortized over the first fifteen (15) years of the Lease at a rate of 6% per year.

<sup>2</sup> Total BSAC costs in the amount of \$324,430.50 are amortized over the first fifteen (15) years of the Lease at a rate of 6% per year.

<sup>3</sup> Pursuant to Paragraph 13 of the SF-2 of the Lease (and as hereby amended), "ADJUSTMENT FOR VACANT PREMISES", the operating costs of Block B is reduced until the space is built-out and occupied by a GSA tenant.

- B. The entire cost of the building's utilities consists of, utilities for Block A, Block B, and overtime utilities. The Government pays the utility costs for Block A and Block B in its monthly operating rent. If the building's utility expenses (described below), including the overtime utilities, exceed the operating rents paid for in Block A and Block B for the 12-month period beginning with the beneficial occupancy date and each successive 12-month period throughout the Lease term, the Lessor is entitled to the adjustment in that rent. The building utility costs represent 38.508% of the building's operating rent. This percentage will be used to determine the amount of the base utilities to be subtracted from the actual annual building utility costs.

The Government shall pay the building utility adjustment in a single annual lump sum payment to the Lessor. In order to receive such an adjustment, The Government requires written documentation within thirty (30) calendar days following each anniversary date of the Lease.

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Building Utilities are currently estimated to be \$66,999.19. This figure is calculated as follows: \$89,500 or \$1.69/RSF on GSA Form 1217 dated 3/16/2010; \$1.69 multiplied by 54,618/RSF equals \$92,121.04 minus \$25,121.85 (\$1.69 multiplied by 14,865 RSF of Block B space). Due to the Block B space that is not being occupied and which is vacant under this LA, the base for utilities is reduced by a commiserate number of square feet and is set at \$66,999.19. In the event Block B, or any portion thereof is eventually occupied, the base for utilities will go up by \$1.69 per RSF that is occupied.

- Fuel – Line 9 of GSA Form 1217;
- Current for Light and Power (including elevators) – Line 11 of GSA Form 1217;
- Power for Special Equipment – Line 13 of GSA Form 1217;
- Water – Line 15 of GSA Form 1217;
- Utilities (include electricity, if not in C11) – Line 18 of GSA Form 1217;
- Trash and recycling – Line 26 of GSA Form 1217

Disclosure shall include all of the following:

- an invoice from Lessor;
- proof of payment;
- GSA Form 1217 filled out and signed;
- back-up documentation from each vendor.

The Lessor acknowledges that the Contracting Officer shall rely on the completeness and accuracy of these submissions in order to establish an annual adjustment.

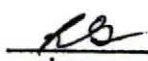

In order to obtain a Building Utility Adjustment, the Lessor shall furnish the Contracting Officer with copies of all paid receipts, or other similar evidence of payment acceptable to the Contracting Officer, and a proper invoice (as described in GSA Form GOVT 3517, General Clauses, 552.232-75, Prompt Payment) for the requested Building Utility Adjustment, including the calculation thereof. All such documents must be received by the Contracting Officer within 30 calendar days after the anniversary date of the Lease. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE AN OPERATING COST ADJUSTMENT PURSUANT TO THIS CLAUSE FOR THE YEAR AFFECTED.

12. OPERATING COSTS: Pursuant to Paragraph 4.3 of the SFO, "Operating Costs," the base amount for the purposes of operating cost escalation is established per the table below, and shall be adjusted according to CPI as specifically described in Paragraph 4.3 of the SFO. Base month and year re-established as September 2014 with the first adjustment due 9/27/15 and each successive September 27th through the term of the lease.

BLOCK	STATUS	RSF	BASE AMOUNT
A	Occupied	39,753	\$ 187,572.89
B	Unoccupied	14,865	\$ 66,146.27*
Total		54,618	\$ 253,719.16*

\*Not adjusted for vacant space per paragraph 13

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

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