

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-10B-07163 BLDG NO. OR6732
ADDRESS OF PREMISES 4310 SW Macadam Avenue Portland, OR 97239-4222	PDN Number: PS0018192

THIS AGREEMENT, made and entered into this date by and between
Stuart Lindquist, who entered the lease dba Lindquist Homes

whose address is:

702 SE Powell Blvd., Portland, OR 97202-2625, with a mailing address of P.O. Box 42135, Portland, OR 97242,

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

WHEREAS, the parties hereto desire to amend the above Lease as specified below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution of this LA as follows:

Paragraph 15, 24 Hour Rooms, is hereby deleted from the Lease as they are no longer applicable given the utility language added to Paragraph 3 via SLA 1.

Paragraph 25, Commission and Commission Credit, is modified to waive the Commission Credit to the Government implemented through reduced rent paid to the Lessor in the first three (3) months of the term. The Commission Credit of [REDACTED] is being waived by the Government as partial settlement for Change Order #1 (See Paragraph 29 B Note 1).

Paragraph 28 from SLA 2, Change Order Approvals, is deleted and replaced with Paragraph 28, Tenant Improvement Cap.

Paragraph 29 from LA 4, Change Order Approvals, is deleted and replaced with Paragraph 29, Tenant Improvements Exceeding the Tenant Improvement Allowance/Change Orders.

Paragraph 30, Invoicing Instructions, Paragraph 31, Requirement Modifications, and Paragraph 32, Release of Claims, are added.

This Lease Amendment contains 4 pages, and Exhibits listed at Paragraph 29C.

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: [REDACTED]
Name: STUART LINDQUIST
Title: MEMBER
Entity Name: 4310 SW Macadam LLC
Date: 12/7/12

FOR THE GOVERNMENT:

LINDSEY D. SNOW
CONTRACTING OFFICER
Signature: [REDACTED]
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: DEC 7 2012

WITNESSED BY:

Signature: [REDACTED]
Name: _____
Title: Pres Centerburg
Date: 12/7/12

Paragraph 15. 24 HOUR ROOMS: INTENTIONALLY DELETED

Paragraph 25. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of years 1-5, [redacted] % of the firm term value of years 6-10, and [redacted] of the firm term value of years 11-15 of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with SFO Paragraph 2.6, "Broker Commission and Commission Credit," the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit, in the amount of [redacted] to the Broker in accordance with Paragraph 2.6 of the "Broker Commission and Commission Credit."

The remaining portion of this paragraph has been deleted:

~~Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owed under this lease shall be reduced to recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:~~

~~First Month's Rental Payment \$176,795.67 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.~~

~~Second Month's Rental Payment \$176,795.67 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.~~

~~Third Month's Rental Payment \$176,795.67 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.~~

Paragraph 28. TENANT IMPROVEMENT CAP:

The Tenant Improvement Cap was added to the Lease via SLA 2 in Paragraph 29 and was accidentally deleted in LA 4 and replaced with the Change Order Approvals paragraph. The TI cap is hereby reincorporated in the Lease as Paragraph 28.

The Government agrees to cap Tenant Improvement (TI) costs at \$7,000,000.00 (the "TI CAP"). If the TI Cost Summary provided by the Lessor after a competitive bid of the TI work indicates TIs in excess of the TI CAP, the Government shall reduce the TI scope. Such scope reduction, if necessary, shall be a separate change order that will be negotiated if and when such additional services are required to assure TI expenditures remain within the TI CAP.

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Paragraph 29. TENANT IMPROVEMENTS EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE/CHANGE ORDERS:

- A. The Government hereby orders Tenant Improvements in excess of the Tenant Improvement Allowance (TIA) and changes per the table in subparagraph B. The approved prices include all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work. This amount exceeds the TIA included in the Lease and will be paid via lump sum upon completion of the work by the Lessor and inspection and acceptance of the space by the Government per the invoicing instructions detailed in Paragraph 30 of this LA.
- B.

TI Pricing/ CO#	Description	Amount	Status	Approved via LA #
TI Pricing	TBD	TBD	TBD	TBD
CO #1 ¹	Garage Modifications due to [REDACTED] Vehicle requirements (See Attached Exhibit C)	[REDACTED]	Approved	LA #5
CO #2	Program Reconciliation	[REDACTED]	Approved	LA #4
CO #3	Design for TI Elevator	[REDACTED]	Approved	LA #4
CO #4	Site Entrance	TBD	TBD	TBD
CO #7a	Design for Structural Floor Reinforcement	[REDACTED]	Approved	LA #4
CO #7b	Low Voltage SOW (original) (See Attached Exhibit C)	[REDACTED]	Approved	LA #5
CO #7c	Security SOW (original) (See Attached Exhibit C)	[REDACTED]	Approved	LA #5
CO #8	Redesign of Tenant Space	[REDACTED]	Approved	LA #4
Total Lump Sum Payment:		\$1,011,265.06		

Notes:

¹The negotiated cost of Change Order 1 includes the following concessions by both the Government and the Lessor: The Government agrees to a 21 day schedule extension without consideration. The Government agrees to waive the "Commission Credit" as described in Paragraph 25 of the Lease which is valued at [REDACTED]. The Lessor agrees to a full release of claims on this project as detailed in Paragraph 32.

- C. The following exhibits are attached to and made part of this Lease:
 Exhibit A to Paragraph 29C (previously incorporated in the Lease as Exhibit A to LA 4) (4 pages)
 Exhibit B to Paragraph 29C (3 pages)

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Paragraph 30. INVOICING INSTRUCTIONS:

Upon completion of the space by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in Paragraph 29. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy copy to the Contracting Officer at the GSA Finance Office at the following address:

Invoice Address:
General Services Administration
PBS Payment Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181

Courtesy Copy Address:
General Services Administration
C/O Lindsey Snow, LCO
400 15th Street SW 10PCS
Auburn, WA 98001

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0018192

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Paragraph 31. REQUIREMENT MODIFICATIONS:

The purpose of this paragraph is to memorialize in the Lease that the following requirements were either deleted or modified by the Government during the design process:

- A. The requirement for the lightning protection system outlined on page 112 of the Lease (page 19 of the [REDACTED] Facilities Standards), is hereby deleted.
- B. The [REDACTED] that was added during the initial design process is hereby deleted.
- C. The [REDACTED] included in the design is approved even though it is acknowledged by GSA to not be [REDACTED] rated.
- D. The requirement described in section XII. 1. 1.1 on page 108 of the Lease (page 15 of the [REDACTED] Facilities Standards), that 'within [REDACTED] areas, branch lines and sprinkler heads shall be provided on a grid pattern not to exceed 10 feet by 10feet, is hereby deleted and replaced with 'branch lines and sprinkler heads shall be provided to meet local code requirements.'

Paragraph 32. RELEASE OF CLAIMS:

Upon execution of LA No. 5, Lessor shall be deemed to have released the Government of and from any and all claims, payments, demands for relief, equitable adjustments, actions or remedies, legal or equitable, which relate to or arise from delay or changes occurring or arising prior to issuance of this LA. Change Order No. 4 and changes arising in the future, are specifically excluded from this release, as it is the intent of the parties to the Lease to arrive at mutually agreeable sums for Change Order No. 4 and future changes.

The release outlined above is in exchange for the lump sum payment for Change Order No. 1 and the commission credit waiver included in this LA.

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

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