

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-10B-07273
ADDRESS OF PREMISES: PIER ONE BUILDING 10 PIER ONE ASTORIA, OR 97103-6311	PDN: PS0029658

THIS AMENDMENT is made and entered into between **PORT OF ASTORIA**

whose address is: 10 Pier 1, Suite 308
Astoria, OR 97103-6311

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

WHEREAS, the parties hereto desire to amend the above Lease to issue the Notice to Proceed (NTP) for Tenant Improvements (TI's).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective Upon Government Execution as follows:

NOTICE TO PROCEED FOR TENANT IMPROVEMENTS AND LUMP SUM PAYMENT

The Government has reviewed the Lessor's TI cost proposal and determined that the proposal is fair and reasonable. This LA serves as the Lessor's Notice to Proceed (NTP) for the construction of TIs in the amount of \$ [REDACTED]. Said amount includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work. The lease requires completion of the construction no later than 120 working days from NTP. GSA has chosen to pay the cost associated with the Tenant Improvements in the amount of \$ [REDACTED], via lump sum.

Tenant Improvements will include but are not limited to the expansion of the secured parking area, installation of an exterior door canopy, and alterations to the public transaction window. Details of the statement of work and pricing information are attached as Exhibit 4A and 4B respectively. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on mutually approved plans, budgets and schedules.

Continued on next page.

This Lease Amendment contains 2 pages in addition to Exhibit "4A" (15 pages) and "4B" (2 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:

FOR THE LESSOR: PORT OF ASTORIA

FOR THE GOVERNMENT

[REDACTED SIGNATURE]

Title: EXECUTIVE DIRECTOR
 Entity Name: PORT OF ASTORIA
 Date: JUNE 7, 2016

Signature: _____
 Name: _____
 Title: _____
 Date: 6/22/16

WITNESSED FOR THE LESSOR BY:

[REDACTED SIGNATURE]

Signature: _____
 Name: _____
 Title: _____
 Date: JUNE 17 2016

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Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-10B-07273 with Lease Amendments 1 through 3, and GSA Form 3517 General Clauses.

Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Lease Amendment. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with Lease Amendment Number 4 and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor and inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

Payment: The total cost for tenant improvements is \$ [REDACTED] in accordance with Exhibit 4B. Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor for the total cost listed above. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's itemized invoice. The invoice must include:

- Lease number: **GS-10B-07273**
- Building address: Pier One Building, 10 Pier One, Astoria, OR 97103-6311
- Payment reference number: **PS0029658**
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor *must* submit invoice documents electronically at www.finance.gsa.gov and inform the Lease Contracting Specialist of the submittal at eric.shreves@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:


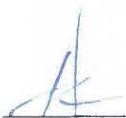
Original Documents	Copies
GSA Greater Southwest Finance Center Attn: PBS Payments Branch (BCFA) P.O. Box 17181 Fort Worth, TX 76102	GSA PBS Attn: Eric Shreves 620 SW Main, Suite 108 Portland, OR 97205

Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 120 calendar days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

Schedule: The Lessor shall provide a schedule within 30 calendar days from receipt of the executed Lease Amendment. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven calendar days.

Change Orders: The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

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

INITIALS:  LESSOR &  GOV'T