

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-10P-LOR07388 BLDG. NO. OR6661
ADDRESS OF PREMISES 1201 LLOYD BUILDING 1201 NE LLOYD BOULEVARD PORTLAND, OR 97232-1214	PDN Number: PS0030361

THIS AGREEMENT, made and entered into this date by and between **GPT PORTLAND, OR 1201 LLOYD, LLC**

whose address is:

10100 SANTA MONICA BLVD., SUITE 2600
LOS ANGELES, CA 90067-4000

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 increase Building Specific Amortized Capital costs and to issue Notice to Proceed with Tenant Improvements.

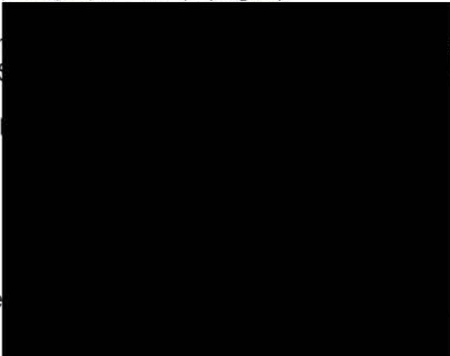
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution of this LA as follows: Paragraphs 1.03 Part A, 7.04, and 7.05 are hereby deleted in their entirety and replaced below. Paragraph 1.03 Part C is hereby deleted in its entirety. Paragraphs 7.06 and 7.07 are hereby added to the Lease.

(continued on next page)

This Lease Amendment contains 3 pages and Exhibit A to paragraph 7.05 (1 page), Exhibit A to paragraph 7.06 (1 page), and Exhibit B to paragraph 7.06 (4 pages).

All other terms and conditions of the Lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties have hereunto set their names as of the below date.

FOR THE LESSOR:



Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

LINDSEY D. SNOW
LEASE CONTRACTING OFFICER

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: NOV 7 2014

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: Janeen Phet
Title: Asset Manager
Date: 11/3/14

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	SHELL RENT	OPERATING COSTS ²	TI RENT ⁴	BSAC ⁵	TOTAL ANNUAL RENT
MONTHS 1-4¹	\$0	\$0	\$0	\$64,357.40	\$64,357.40
MONTHS 5-60³	\$729,654.59	\$228,378.00	\$351,260.38	\$72,777.43	\$1,382,070.40
MONTHS 61-120	\$736,558.28	\$228,378.00	\$0	\$0	\$964,936.28

¹There is no charge for rent for the first four (4) months of the lease (free rent) for Shell Rent, Operating Costs, TI Rent, and the amortization of the first \$38,100.00 of BSAC
²Operating Costs shall be adjusted annually per Paragraph 2.09
³Rent for months five-eight (5-8) shall be adjusted per Paragraph 1.04 to recapture the Commission Credit
⁴TI costs are subject to adjustment per Paragraph 1.09
⁵BSAC costs in the total amount of \$329,312.23 have been amortized over 5 years at 4.00%

C. SUBPARAGRAPH INTENTIONALLY DELETED

7.04 TENANT IMPROVEMENT ALLOWANCE/NOTICE TO PROCEED WITH TENANT IMPROVEMENTS

A. The Tenant Improvement Allowance (TIA) has been established by Paragraph 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011). The TIA of \$1,589,425.95 shall be amortized over the first five (5) years of the Lease at an interest rate (amortization rate) of 4.00% per year.

B. The Government has reviewed the Lessor's TI pricing in the total amount of \$1,705,744.28 and determined it to be fair and reasonable. Said amount includes all TI costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work described in this lease. This LA memorializes the Government's Notice to Proceed for TIs in the total amount of \$1,705,744.28. Change Orders in the amount of \$25,861.82 have already been approved and have been reduced from the TI Allowance, resulting in a remaining usable TI Allowance of \$1,563,564.13. The total TI costs of \$1,705,744.28 exceed the remaining TI Allowance of \$1,563,564.13 by \$142,180.15 (TI Overage). The TI overage is included in Paragraph 7.06 (Tenant Improvements Exceeding the Tenant Improvement Allowance/Change Orders) 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 7.07.

7.05 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)/NOTICE TO PROCEED WITH BSAC

A. The Building Specific Amortized Capital Allowance (BSACA) is hereby established at \$329,312.23. The Lessor will make the total BSACA available to the Government, which will use the funds for security related improvements. This amount will be amortized in the rent over the first five (5) years of this lease at an annual interest rate (amortization rate) of 4.00% per year.

B. The Government has reviewed the Lessor's BSAC pricing in the total amount of \$329,312.23 and determined it to be fair and reasonable. Said amount includes all TI costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work described in this lease. This LA memorializes the Government's Notice to Proceed for BSAC work in the total amount of \$329,312.23. A Change Order in the amount of [REDACTED] has already been approved and has been included in the total BSACA as outlined in Subparagraph C, below and Exhibit A to Paragraph 7.05 (attached to LA #1).

C.

BSAC PRICING / CO #	DESCRIPTION	AMOUNT	APPROVED VIA LA #
TICS BSAC Costs	Security Costs	[REDACTED]	LA #2
CO 2	Design Security Work	[REDACTED]	NTP #2
Total BSAC Costs	BSAC Costs to be Amortized into Rent	\$329,312.23	LA #2

D. Exhibit A to Paragraph 7.05 (Final BSAC TICS) (1 page)

INITIALS: PH & RS
 LESSOR & GOVT

7.06 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 7.07.

B.

TI PRICING / CO #	DESCRIPTION	AMOUNT	APPROVED VIA LA #	EXHIBIT
TIA	TIA included in Lease	\$1,589,425.95	Lease	
CO 1	Initial Space Layout		LA #1	Exhibit B
CO 3	Added Color Board		LA #2	Exhibit B
CO 4	Structural Engineering		LA #2	Exhibit B
CO 5	Redesign of EOC		LA #2	Exhibit B
Remaining TIA	TIA after COs already incurred	\$1,563,564.13	LA #2	
Total TIs	Total TI Costs to Government	(\$1,705,744.28)	LA #2	
TOTAL LUMP SUM PAYMENT	TI Costs exceeding the TIA	\$142,180.15	LA #2	

- C. Exhibit A to Paragraph 7.06 (Final TICS) (1 page)
Exhibit B to Paragraph 7.06 (COs 1, 3, 4, 5) (4 pages)

7.07 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 7.06 B. 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 # PS0030361

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

ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAIN IN FULL FORCE AND EFFECT.

INITIALS: PH & RS
LESSOR & GOVT