

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-10P-LOR07388 <i>9/15</i> 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 memorialize Notice to Proceed for Change Orders.

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 7.04 and 7.06 are hereby deleted in their entirety and replaced below.

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 \$1,879,859.40 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 \$1,879,859.40. The total TI costs of \$1,879,859.40 exceed the TI Allowance of \$1,589,425.95 by \$290,433.455 (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.

This Lease Amendment contains 2 pages and Exhibit C to Paragraph 7.06 (5 pages).

All other terms 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:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: MAR 9 2015

LINDSEY D. SNOW
CONTRACTING OFFICER

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____ *Phert*
Title: *Asset Manager*
Date: *2/5/15*



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	
Total TI Costs	Total TI Costs at Construction NTP	(\$1,705,744.28)	LA #2	
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
CO 6A	Design – EOC Change to Cubicle	██████████	LA #3	Exhibit C
CO 6B	Construction – Credit for Removal of Millwork	██████████	LA #3	Exhibit C
CO 7A	Design – Conference Room Ceilings	██████████	LA #3	Exhibit C
CO 7B	Construction – Conference Room Ceilings	██████████	LA #3	Exhibit C
CO 8A	Design – Structural Evaluation to AV/IT	██████████	LA #3	Exhibit C
CO 8B	Construction – AV/IT	██████████	LA #3	Exhibit C
TOTAL LUMP SUM PAYMENT	TI Costs exceeding the TIA	\$290,433.45	LA #3	

- C. Exhibit A to Paragraph 7.06 (Final TICS) (1 page) (incorporated via Lease Amendment #2)
- Exhibit B to Paragraph 7.06 (COs 1, 3, 4, 5) (4 pages) (incorporated via Lease Amendment #2)
- Exhibit C to Paragraph 7.06 (COs 6A, 7A, 7B, 8A, 8B) (5 pages) (incorporated via Lease Amendment #3)

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

INITIALS: PH & RS
LESSOR & GOV'T