

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
ADDRESS OF PREMISES BLOCK 300 333 SW FIRST AVE PORTLAND OR 97204-3440	TO LEASE NO. GS-10P-LOR07453 BLDG NO: OR6485 PDN Number: N/A

THIS AMENDMENT is made and entered into between PR Block 300, LLC

whose address is: 7 GIRALDA FARMS
MADISON, NEW JERSEY 07940

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 revise the change order procedures, issue a notice to proceed (NTP) for tenant improvements within the Tenant Improvement Allowance, and memorialize change order one (1).

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 23, 2017, as follows: Paragraph 7.08 is hereby deleted and replaced below; and Paragraphs 7.09 and 7.10 are hereby added to the Lease.

CONTINUED ON PAGE 2

This Lease Amendment contains 3 pages, plus Exhibit 3-A and 3-B (5 pages total).

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: [Redacted]
Title: Kristin Paul
Entity Name: Vice President
Date: 1/2/2018

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Frances Manning
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/24/2018

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Daniel Sheer
Title: AUP
Date: 1/2/2018

7.08 CHANGE ORDER PROCEDURES

- A. The General Conditions will not exceed **10%** of the total subcontractor's costs.
- B. The General Contractor's fee will not exceed **5%** of the total subcontractor's costs plus General Conditions for the Change Order.
- C. The Architectural/Engineering fees for construction changes will not exceed **15%** of the General Contractor's Total Cost of Change Order (and will only apply if the Change Order requires design services).
- D. Changes within the scope of the Lease that occur during design, through 100% CDs, shall be accommodated within negotiated cost of the Lease.
- E. The Lessor's Project Management fee will not exceed **10%** of the total costs of the change.
- F. All requests for change order price quotations shall be in writing from the General Services Administration's (GSA) Contracting Officer/Specialist or Project Manager on a Price Request form.
- G. Price quotations shall be supplied by the Lessor to the Government within ten (10) business days of the written request on a Change Order form.
- H. Notification of change order approval status shall be given within three weeks of the date the price quotation was received by the Government.
- I. Without written approval from the GSA Contracting Officer, no change order should be processed. If a change order is processed without written consent of the GSA Contracting Officer, the Lessor shall bear full financial responsibility for the change order and compliance to the terms of the Lease. Written approval shall be in the form of a signed Change Order form. All Change Orders will subsequently be memorialized in the Lease via Lease Amendment. Change Orders will be grouped to prevent excessive Lease Amendments.

INITIALS:

KP
LESSOR

&

AM
GOV'T

7.09 TENANT IMPROVEMENTS

The total Tenant Improvement Allowance (TIA) of \$1,188,024.00 is set forth in Paragraph 1.08. Per the table below and referenced exhibits, the Government has reviewed the Lessor's TI pricing and determined it to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. This LA serves as the Lessor's notice to proceed (Notice to Proceed) with the TIs as outlined in the table below and on the referenced exhibits.

			APPROVED VIA LA#	ACCEPTED	EXHIBIT
TI Allowance to be Amortized		\$1,188,024.00	Lease	N/A	N/A
Approved TI Costs at NTP		(\$1,005,892.51)	3	No	3-A
Remaining TIA Balance		\$182,131.49	N/A	N/A	N/A
CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT
CO 1	Design work (outside of original scope)	\$71,449.35	3	Yes	3-B
Change Orders approved		\$71,449.35		N/A	
Total TIs to be amortized		\$1,077,341.86			
Remaining TIA Balance		\$110,682.14			

7.10 ARCHITECTURE AND ENGINEERING FEE RECONCILIATION

Section 1.10 of the Lease entitles the Lessor to an Architecture and Engineering TI Fee not to exceed 15% of the initial Total TI Construction Costs. The Tenant Improvement Cost Summary incorporated into this Lease Amendment (Exhibit 3-A) states that \$92,919.17 (approximately 12% of the initial Total TI Construction Costs) in A/E Fees have accrued as of the date of Notice to Proceed issuance. At substantial completion, Lessor shall submit detailed invoices supporting actual A/E costs incurred from issuance of Notice to Proceed to substantial completion, not to exceed \$26,887.71 in total, yielding, when added to the AE fees shown on Exhibit 3-A, a total A/E Fee that is 15% or less of initial total TI construction Costs. Such amount shall be accounted for as a Change Order.

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

INITIALS:


 LESSOR

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 GOV'T