

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 12

TO LEASE NO. **GS-10B-07128** BLDG NO. **OR6728ZZ**

ADDRESS OF PREMISES

First and Main, 100 SW Main Street, Portland, OR 97204-3218

THIS AGREEMENT, made and entered into this date by and between **AAT Oregon Office I, LLC**

Whose address is **100 SW Main ST Portland, OR 97204-3218**

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

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective November 15, 2013, as follows:

Lease Amendment (LA) Number 12 has been prepared to reduce the Lease in part effective November 15, 2013, specifically to release a portion of Floor 10 and the entire Floors 11, 12, and 13 yielding 63,341 rentable square feet (RSF), 57,763 ANSI/BOMA Office Area square feet (USF). Rent will increase \$3.00 per rentable square foot (RSF) on the remaining 7,319 RSF and the lease on this space and all of the parking spaces will terminate effective January 31, 2014. To accomplish this, Paragraphs 1,2, 3, 9, and 10 of the Lease, are deleted in their entirety and replaced with the following:

1. The Lessor hereby leases to the Government the following described premises:

A total of 7,319 rentable square feet (RSF) of office and related use space, which yields 6,674 ANSI/BOMA Office Area square feet (USF) of space on Floor 10, **100 SW Main ST Portland, OR 97204-3218** to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 29 parking spaces (23 structured, 5 structured reserved, and 1 handicapped) each space is valued at \$200 per month. The parking spaces shall be used for exclusive use of the Government employees.

The lease premise will be divided between the [redacted] sub-agencies as follows:

Block	Agency	RSF	USF	Parking	Load Factor
Block A	[redacted]	7,319	6,674	29 spaces	9.6572%
Block B	Terminated	Terminated	Terminated	Terminated	Terminated

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Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

FOR THE LESSOR
Signature: [redacted]
Name: Patricia [redacted]
Title: Senior Vice President
Entity Name: AAT Oregon Office I, LLC
Date: 12/6/2013

FOR THE GOVERNMENT
Signature: [redacted]
Name: ANDREW J. MOHL
Title: CONTRACTING OFFICER
Entity Name: GSA, Public Building Service
Date: DEC 10 2013

WITNESSED
Signature: [redacted]
Name: J [redacted]

Title: Vice President
Date: 12/6/2013

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2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 15, 2013, and continuing through January 31, 2014.
3. The Government shall pay the lessor annual rent of \$355,618.71 at the rate of \$29,634.89 per month in arrears for the balance of the lease term.

Rent for a lesser period shall be prorated. Rent Check shall be made payable to:

**AAT Oregon Office I, LLC
5 First American Way
Santa Anna, CA, 92707**

Sub-Agency Breakdown Term 11/15/2013-1/31/2014				
Block	Annual Rent	Shell Rent	Operating ¹	Parking
Block A	\$355,618.71	\$231,866.55	\$54,152.16	\$69,600.00
Block B	Terminated	Terminated	Terminated	Terminated

1. Includes escalation effective 9/1/13-8/31/14.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 2.2% (7,319/360,926 RSF).


10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$54,152.16/annum. The new base month and year is September 2013.


WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

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


Lessor


Gov't