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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 5 |
| | TO LEASE NO. GS-10P-LOR07389 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 establish beneficial occupancy and to reconcile tenant improvements and 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 LEASE TERM, 1.03 Part A, 1.04, 1.05, and 7.06 are hereby deleted in their entirety and replaced below.

LEASE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term February 20, 2015-February 19, 2025, subject to termination and renewal rights as are hereinafter set forth, to be used for such purposes as determined by GSA.

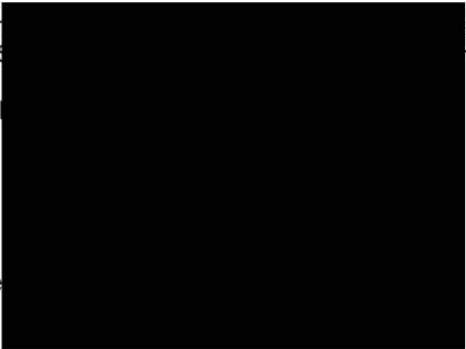
(Continued on next page)

This Lease Amendment contains 4 pages and Exhibit D to Paragraph 7.06 (11 pages).

All other terms of the Lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties have hereunto set their hands and 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: _____

LINDSEY D. SNOW
ACTING OFFICER

MAR 19 2015

WITNESSES FOR THE LESSOR BY:

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



for
Asset Manager
3/17/15

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 |
|------------------------------------|--------------|------------------------------|----------------------|-------------------|-------------------|
| 2/20/15-6/19/15¹ | \$0 | \$0 | \$0 | \$64,357.40 | \$64,357.40 |
| 6/20/15-2/19/20³ | \$729,654.59 | \$228,378.00 | \$351,260.38 | \$72,777.43 | \$1,382,070.40 |
| 2/20/20-2/19/25 | \$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 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 in the total amount of \$1,589,425.95 have been amortized over 5 years at 4.00%

⁵BSAC costs in the total amount of \$329,312.23 have been amortized over 5 years at 4.00%

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **DTZ AMERICAS, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **DTZ AMERICAS, INC.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the fifth month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

July 2015 Rental Payment \$115,172.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **July 2015** Rent.*

August 2015 Rental Payment \$115,172.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **August 2015** Rent.*

September 2015 Rental Payment \$115,172.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **September 2015** Rent.*

October 2015 Rental Payment \$115,172.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **October 2015** Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in parts, at any time after February 19, 2020, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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.

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LESSOR & GOV'T

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. The total TI costs of \$1,705,744.28 exceed the TI Allowance of \$1,589,425.95 by \$116,318.33 (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.

7.06 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 | STATUS |
|-------------------------------|---|---------------------|-------------------|-----------|--------------|
| TI Overage | TI costs exceeding the TIA | \$116,318.33 | LA #2 | | ACCEPTED |
| CO 1 | Initial Space Layout | ██████████ | LA #1 | Exhibit B | ACCEPTED |
| CO 3 | Added Color Board | ██████████ | LA #2 | Exhibit B | ACCEPTED |
| CO 4 | Structural Engineering | ██████████ | LA #2 | Exhibit B | ACCEPTED |
| CO 5 | Redesign of EOC | ██████████ | LA #2 | Exhibit B | ACCEPTED |
| CO 6A | Design – EOC Change to Cubicle | ██████████ | LA #3 | Exhibit C | ACCEPTED |
| CO 6B | Construction – Credit for Removal of Millwork | ██████████ | LA #3 | Exhibit C | ACCEPTED |
| CO 7A | Design – Conference Room Ceilings | ██████████ | LA #3 | Exhibit C | ACCEPTED |
| CO 7B | Construction – Conference Room Ceilings | ██████████ | LA #3 | Exhibit C | ACCEPTED |
| CO 8A | Design – Structural Evaluation to AV/IT | ██████████ | LA #3 | Exhibit C | ACCEPTED |
| CO 8B | Construction – AV/IT | ██████████ | LA #3 | Exhibit C | ACCEPTED |
| CO 9B | Construction – Soundmasking and PA | ██████████ | LA #5 | Exhibit D | ACCEPTED |
| CO 10B | Construction – Cabling Addit. | ██████████ | LA #5 | Exhibit D | ACCEPTED |
| CO 11B | Construction – Insulation Addit. | ██████████ | LA #5 | Exhibit D | ACCEPTED |
| CO 12B | Construction – Hardware | ██████████ | LA #5 | Exhibit D | ACCEPTED |
| CO 14B | Construction – Demo Wall | ██████████ | LA #5 | Exhibit D | ACCEPTED |
| CO 15B | Construction – Hanging Projector Screens | ██████████ | LA #5 | Exhibit D | NOT ACCEPTED |
| CO 16B | Construction – Reposition UPS | ██████████ | LA #5 | Exhibit D | NOT ACCEPTED |
| CO 17B | Construction – Relocate Floor Boxes | ██████████ | LA #5 | Exhibit D | NOT ACCEPTED |
| CO 18B | Construction – Programming AV System | ██████████ | LA #5 | Exhibit D | NOT ACCEPTED |
| TOTAL LUMP SUM PAYMENT | | \$456,337.23 | LA #5 | | |

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- C. Exhibit A to Paragraph 7.06 (Final TICS) (1 page) (incorporated via Lease Amendment #2)
Exhibit B to Paragraph 7.06 (4 pages) (incorporated via Lease Amendment #2)
Exhibit C to Paragraph 7.06 (5 pages) (incorporated via Lease Amendment #3)
Exhibit D to Paragraph 7.06 (11 pages)

- D. The Government confirms that the work included in the TI Overage and Change Orders 1 - 7A, and 8A – 14B, in the amount of \$372,110.69 has been completed. The Lessor may now submit an invoice in the amount of \$372,110.69 per the invoicing instructions in Paragraph 7.07. Upon completion of Change Orders 15B-18B, and inspection and acceptance thereof by the Government, the Lessor may submit a second invoice in the amount of \$84,226.54.

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

INITIALS: PH & RS
LESSOR GOV'T