

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-10P-LOR07486 BLDG NO. OR6747
ADDRESS OF PREMISES 5421 Northeast 122 <sup>nd</sup> Ave Portland, OR 97230-1070	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **WLP II LLC**

whose address is: 14863 South East 82<sup>nd</sup> Drive, Clackamas, OR 97015-7624

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 issue a Notice to Proceed (NTP) for tenant improvements described in paragraph 7.05 below and Exhibit 3A (attached), and to correct the tenant improvement allowance available in paragraph 1.08A.

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 April 25, 2018 as follows:

Paragraphs 1.08, 1.09, 4.01, 4.14, 7.02, and 7.04 are hereby deleted in their entirety and replaced below. Paragraph 7.05 is hereby added to the lease.

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)**

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$47.91** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. The actual cost will be amortized in the rent after completion of the tenant improvements, over the remainder of the Firm Term of this Lease at an annual interest rate of **5** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

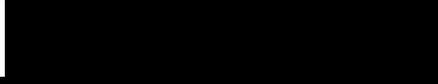
1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

This Lease Amendment contains 3 pages, Exhibit 3A-TI and Seismic Scope of Work (8 Pages), and Exhibit 3B-TICS (1 Page),

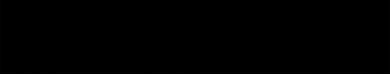
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature:   
Name: CAMERON J. WARREN JR.  
Title: MANAGER  
Entity Name: WLP II LLC  
Date: 4/26/2018

**FOR THE GOVERNMENT:**

Signature:   
Name: KACY CAMERON  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 4/26/2018

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Jennifer Hendrickson  
Title: NWSS - Office Mgr.  
Date: 4-26-18

**1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	LUMP SUM
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	5%

**4.01 SCHEDULE FOR COMPLETION OF SPACE (MODIFIED)**

Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 110 Working days following issuance of NTP.

**4.14 SEISMIC RETROFIT (MODIFIED)**

A. The Lessor shall provide a final construction schedule, all final design and construction documents for the seismic retrofit, including structural calculations, drawings, and specifications to the Government for review and approval prior to the start of construction. When required by local building code, a geotechnical report shall be made available to the Government.

B. The Lessor's registered civil or structural engineer shall perform special inspections to meet the requirements of Chapter 17 of the International Building Code (IBC).

C. For Leases requiring seismic retrofit, the Space will not be considered substantially complete until a Seismic Form B - Certificate of Seismic Compliance - Existing Building, certifying that the Building meets the Basic Safety Objective of ASCE/SEI 31, executed by a registered civil or structural engineer, has been delivered to the LCO.

**7.02 CHANGE ORDER PROCEDURES**

A. The General Conditions will be applied to the total subcontractor's costs and will not exceed \$200.00 for change orders under \$2,000.00, or 10% for change orders greater than \$2,000.00.

B. The General Contractor's fee will not exceed 9% (including tax) of the total subcontractor's costs plus General Conditions for the Change Order.

C. The Architectural/Engineering fees for construction changes are not expected and will be negotiated if required before the Change Order is approved by the Government. (and will only apply if the Change Order requires design services).

D. The Lessor's Project Management fee will not exceed 5% of the total costs.

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 one week 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.

**7.04 MODIFIED PARAGRAPHS**

- 1.03 RENT AND OTHER CONSIDERATION (SEP 2015)
- 4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)
- 4.12 AS-BUILT DRAWINGS (JUN 2012)
- 4.13 SEISMIC RETROFIT (SEP 2013)

INITIALS:  LESSOR &  GOV'T

**7.05 NOTICE TO PROCEED FOR TENANT IMPROVEMENTS**

The total Tenant Improvement Allowance (TIA) of \$47.91 per ABOA SF is set forth in Paragraph 1.08. Per the table below and referenced exhibits, the Government has reviewed the Lessor's scope of work and total pricing for Tenant Improvement (TI) costs and has determined them 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 lease amendment serves as the Notice to Proceed (NTP) for TIs as outlined in the table below and depicted in **Exhibit 3A-TI and Seismic Scope of Work**, for the total cost to the Government of \$260,984.85 as outlined in **Exhibit 3B-TICS**. Any work or costs not contained in Exhibits 3A and 3B must be approved in writing by the LCO via a signed Change Order Form, prior to the start of the additional work.

			<b>APPROVED VIA LA#</b>	<b>ACCEPTED</b>	<b>EXHIBIT</b>
<b>TI Allowance Available to be Amortized</b>	\$604,224.00		Lease	N/A	N/A
<b>Approved TI Costs at NTP</b>	\$260,984.85		3	NO	3A
<b>CHANGE ORDER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>APPROVED VIA LA#</b>	<b>ACCEPTED</b>	<b>EXHIBIT</b>
RESERVED					
<b>Change Orders approved</b>	RESERVED			N/A	

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

INITIALS:  LESSOR &  GOVT