

| | |
|---|--|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 1 TO LEASE NO. GS-10P-LOR07493 BLDG NO OR6569 |
| ADDRESS OF PREMISES Lloyd Center Tower 825 NE Multnomah Street Portland, OR 97232-2483 | PS Number: ^{PS} 0039484 ^(as) |

THIS AMENDMENT is made and entered into between

AAT LLOYD DISTRICT LLC

whose address is: 11455 EL CAMINO REAL, SUITE 200
SAN DIEGO, CA 92130-2047

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 provide partial Notice to Proceed (NTP) for Tenant Improvements, establish the Architect/Engineering Fees, revise the construction completion date, update change order procedures, provide lump sum invoicing instructions, and remove the requirement for shatter-resistant window protection.

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 **September 20, 2017**, as follows: Paragraphs 1.09, 4.01 (I), and 7.03 are hereby deleted and replaced below and Paragraphs 7.07, 7.08, 7.09, 7.10 and 7.11 are hereby added. Additionally, Exhibit B is hereby revised to remove the requirement for shatter-resistant window protection.

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, including any change orders.

| | INITIAL BUILD-OUT |
|--|----------------------|
| ARCHITECT/ENGINEER FEES | \$175,286.00 |
| LESSOR'S PROJECT MANAGEMENT FEE (% OF ALL TI CONSTRUCTION COSTS INCLUDING HARD AND SOFT COSTS) | 5% |

This Lease Amendment contains 4 pages and Exhibit(s) 1-A, 1-B, and 1-C

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: *By: American Assets Trust
Management, LLC, as Agent*

Signature: [Redacted]
 Name: James R. Dufey
 Title: VP Office Properties
 Entity Name: AAT Lloyd District, LLC
 Date: 9/27/17

FOR THE GOVERNMENT: **LINDSEY D. SNOW
CONTRACTING OFFICER**

Signature: [Redacted]
 Name: [Redacted]
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: OCT 4 2017

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: Chris Sullivan
 Title: VP Retail Properties
 Date: 9/27/2017

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)

- i. 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 **February 2, 2018**. The Government reserves the right to order overtime construction in order to meet the Government's required occupancy date.

7.03 CHANGE ORDER PROCEDURES

- A. The General Conditions will not exceed **7%** of the total subcontractor's costs
- B. The General Contractor's fee will not exceed **10%** of the total subcontractor's costs plus General Conditions for the Change Order
- C. The Architectural/Engineering fees for construction changes will not exceed **5%** 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 **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.

7.07 TENANT IMPROVEMENTS TO BE PAID VIA TI ALLOWANCE

The total Tenant Improvement Allowance (TIA) of \$943,259.94 is set forth in Paragraph 1.03. 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.

| TENANT IMPROVEMENT ALLOWANCE COSTS | AMOUNT | APPROVED VIA LA# | ACCEPTED | EXHIBIT |
|------------------------------------|--------------|------------------|----------|---------|
| TIA to be Amortized | \$943,259.94 | Lease | N/A | N/A |
| Approved TIA Costs at NTP | \$943,259.94 | 1 | NO | 1-A |

INITIALS:


LESSOR

&


GOV'T

7.08 BUILDING SPECIFIC AMORTIZED CAPITAL IMPROVEMENTS TO BE PAID VIA BSAC ALLOWANCE

The total Building Specific Amortized Capital Allowance (BSACA) of \$76,880.00 is set forth in Paragraph 1.03. Per the table below and referenced exhibits, the Government has reviewed the Lessor's BSAC 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 BSAC Improvements as outlined in the table below and on the referenced exhibits.

| BSAC IMPROVEMENTS ALLOWANCE COSTS | AMOUNT | APPROVED VIA LA# | ACCEPTED | EXHIBIT |
|-----------------------------------|-------------|------------------|----------|---------|
| BSACA to be Amortized | \$76,880.00 | Lease | N/A | N/A |
| Approved BSACA Costs at NTP1 | \$76,880.00 | 1 | NO | 1-B |

7.09 TENANT AND SECURITY IMPROVEMENTS TO BE PAID VIA LUMP SUM (TI OVERAGE) PS#0039484

Per the table below and referenced exhibits, the Government has reviewed the Lessor's TI and security 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 and security improvements as outlined in the table below and on the referenced exhibits. Upon completion of the work outlined below by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in the table below, and per the instructions outlined in Paragraph 7.10.

| TENANT IMPROVEMENT / BSAC OVERAGE COSTS | | AMOUNT | APPROVED VIA LA# | ACCEPTED | EXHIBIT |
|--|-------------|----------------|------------------|----------|----------|
| TI Overage at NTP 1 | | \$1,725,563.70 | 1 | NO | 1-A |
| BSAC Overage at NTP 1 | | \$94,694.54 | 1 | NO | 1-B |
| TOTAL TI/BSAC OVERAGE at NTP 1 | | \$1,820,258.24 | | | |
| TI Overage at NTP 2 | | RESERVED | RESERVED | RESERVED | RESERVED |
| Ceiling Credit ¹ | | \$16,465.13 | RESERVED | RESERVED | RESERVED |
| CHANGE ORDER | DESCRIPTION | AMOUNT | APPROVED VIA LA# | ACCEPTED | EXHIBIT |
| RESERVED | | | | | |
| Total Lump Sum Payment including TI Overages and Change Orders | | \$1,820,258.24 | | | |

¹ The Government eliminated the requirement for the Lessor to raise the ceiling above the raised floors in the hearing rooms, resulting in a credit to the Government to be applied to TIs upon approval of NTP2, as outlined above.

7.10 LUMP SUM PAYMENT PROCEDURES

Upon completion of the work outlined above by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amounts specified in Paragraph 7.09. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy electronic copy to the GSA Contracting Officer at lindsey.snow@gsa.gov

A proper invoice must include the following:

- Invoice date;

INITIALS:


LESSOR

&


GOV'T

- Name of the Lessor as shown on the Lease;
- Lease contract number, building address, lump sum ID as specified in Paragraph 7.09, a description, price, and quantity of the items delivered tied to the lump sum ID; and
- GSA PS number 0039484 as specified as the lump sum ID in Paragraph 7.09

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign.

7.11 RESTROOM UPGRADES

The Lessor hereby agrees to renovate the common corridor restrooms, referred to as rooms 405 and 412, per the scope outlined on Exhibit 1-C at Lessor's sole expense.

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

INITIALS:

JS
LESSOR

&

RS
GOV'T