

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO.: GS-10P-LOR07493 BLDG NO OR6569
ADDRESS OF PREMISES Lloyd Center Tower 825 NE Multnomah Street Portland, OR 97232-2483	PDN Number: PS0039484

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 eliminate the raised ceiling requirement at raised floors above daises, provide Notice to Proceed (NTP) for Tenant Improvements, and incorporate the small business subcontracting plan in the Lease.

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 **November 1, 2017**, as follows: Paragraphs 1.07, 1.18, 3.22(A), and 7.09, are hereby deleted in their entirety and replaced below and Exhibit H is hereby added to the Lease.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
SECURITY REQUIREMENTS	6	B
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	G
SMALL BUSINESS SUBCONTRACTING PLAN	14	H

This Lease Amendment contains 2 pages and Exhibit(s) 2-A, 2-B and Lease Exhibit H

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: X
 Name: ERNEST RAOY
 Title: CHAIRMAN & CEO
 Entity Name: AMERICAN ASSETS TRUST
 Date: 11/14/17

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: [Redacted]
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: NOV 28 2017

LINDSEY D. SNOW
CONTRACTING OFFICER

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: JAMES R. DUREY
 Title: V.P.
 Date: 11/14/17

1.18 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. Ensure space is upgraded as necessary to meet ABAAS requirements.
- B. Ensure ceiling is raised to at least 8'6" in areas where Government requires raised flooring, with the exception of above the daises in the hearing rooms.

3.22 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

- A. Ceilings shall be at a minimum 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring, except for areas above the judges' daises in the hearing rooms where an 8 foot ceiling is allowed. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

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

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		\$703,591.89	2	NO	2-A
Ceiling Credit ¹		(\$16,465.13)	2	NO	1-C
NTP 2 TOTAL		\$687,126.76			
CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT
RESERVED					
Total Lump Sum Payment including TI Overages and Change Orders		\$2,507,385.00			

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, as outlined above.

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

INITIALS:



LESSOR

&



GOV'T