

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LOR00090 BLDG NO: OR6485
ADDRESS OF PREMISES BLOCK 300 333 FIRST AVE PORTLAND, OR 97204-3402	PDN Number: PS0039845

THIS AMENDMENT is made and entered into between PR Block 300, LLC

whose address is: 7 GIRALDA FARMS
MADISON, NEW JERSEY 07940

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 revise the change order procedures, issue a notice to proceed (NTP) for tenant improvements, issue a NTP for Building Specific Amortized Capital (BSAC) improvements, and document lump sum invoicing instructions.

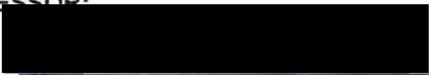
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective November 13, 2017, as follows: Paragraph 7.02 is hereby deleted and replaced below; and Paragraphs 7.08, 7.09, and 7.10 are hereby added to the Lease.

CONTINUED ON PAGE 2

This Lease Amendment contains 4 pages, plus Exhibit 1-A (6 pages total).

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: _____
Title: Kristin Paul
Entity Name: Vice President
Date: 1/10/2018

FOR THE GOVERNMENT:

**LINDSEY D. SNOW
CONTRACTING OFFICER**

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/23/17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Pedro Sanchez
Title: Vice President
Date: 1/10/2018

7.02 CHANGE ORDER PROCEDURES

- A. The General Conditions will not exceed **10%** of the total subcontractor's costs
- B. The General Contractor's fee will not exceed **5%** of the total subcontractor's costs plus General Conditions for the Change Order
- C. The Architectural/Engineering fees for construction changes will not exceed **10%** of the General Contractor's Total Cost of Change Order (and will only apply if the Change Order requires design services).
- D. SUB-PARAGRAPH INTENTIONALLY DELETED
- E. The Lessor's Project Management fee will not exceed **10%** 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.

7.08 TENANT IMPROVEMENTS

The total Tenant Improvement Allowance (TIA) of \$993,662.02 is set forth in Paragraph 1.08. 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. Upon inspection and acceptance by the Government, a lump sum payment in the amount identified in the table below shall be issued to the lessor per the instructions outlined Paragraph 7.10 below.

			APPROVED VIA LA#	ACCEPTED	EXHIBIT
Total Tenant Improvement Allowance	\$993,662.02		Lease	N/A	N/A
Approved TI Costs at NTP	(\$1,905,034.55)		1	No	1-A
TI Credit (Free Rent)	\$62,103.87		Lease	N/A	N/A
Remaining TI at NTP to be paid Lump Sum	\$849,268.66		1	No	1-A
CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT
RESERVED					

INITIALS: ICP LESSOR & MS GOVT

Change Orders approved	RESERVED	N/A
Total Lump Sum Payment including TI Overages and Change Orders	\$849,268.66	No

7.09 BUILDING SPECIFIC AMORTIZED CAPITAL IMPROVEMENTS

The total Building Specific Amortized Capital (BSAC) allowance of \$60,741.00 is set forth in Paragraph 1.10. The Government has reviewed the Lessor's BSAC pricing in the amount of \$35,719.20 as outlined in the table below, and has 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 with the BSAC improvements as outlined in the referenced exhibit. Upon beneficial occupancy, Paragraph 1.03 (Rent) will be revised to memorialize a reconciliation of actual BSAC costs, including change orders, not to exceed \$60,741.00.

		APPROVED VIA LA#	ACCEPTED	EXHIBIT
Total BSAC Allowance	\$60,741.00	Lease	N/A	N/A
Approved BSAC Costs at NTP	\$35,719.20	1	No	1-A
BSAC Credit (Free Rent)	(\$3,796.31)	Lease	N/A	N/A
BSAC Allowance Remaining	\$28,828.11	1	N/A	1-A

CHANGE ORDER	DESCRIPTION	AMOUNT	APPROVED VIA LA#	ACCEPTED	EXHIBIT
RESERVED					

Change Orders approved	RESERVED	N/A
-------------------------------	----------	-----

7.10 LUMP SUM PAYMENT INSTRUCTIONS:

A properly executed original invoice, in the amount identified in the table in Paragraph 7.08, shall be forwarded to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy will be provided to the GSA Lease Contracting Officer. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, Texas 76102-0181

For an Invoice to be considered proper, it must:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN): PS0039845
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and

INITIALS: KP LESSOR & MS GOVT

5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above.
6. Include the lease number.
7. Include invoice date.
8. Include description, price, and quantity of work or services delivered.
9. Name, title phone number and mailing address of person to be notified in the event of a defective invoice

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

INITIALS: ICP & RS
LESSOR GOVT