

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LOR07388 <i>940</i> BLDG. NO. OR6661
ADDRESS OF PREMISES 1201 LLOYD BUILDING 1201 NE LLOYD BOULEVARD PORTLAND, OR 97232-1214	PDN Number: N/A

**THIS AMENDMENT** is made and entered into 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 update the Lessor's Signatory Authority, add Security Requirements to the Lessor's Scope of Work, memorialize the TI fee schedule, amend the schedule for completion of space, clarify cabling requirements, memorialize change order procedures, authorize changes, and incorporate a Building Specific Amortized Capital Allowance.

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 upon execution by the Government, as follows: the Lessor's Signatory Authority is updated below; Exhibit D, Exhibit G, and Lease Paragraphs 1.07, 1.10, 4.01, 5.16, and 5.17 are hereby deleted in their entirety and replaced below; Exhibit I, Exhibit A to Paragraph 7.04, and Exhibit A to Paragraph 7.05 are hereby added to the Lease; and Paragraphs 7.03, 7.04, 7.05, and 7.06 are hereby added to the Lease.

Continued on page 2

This Lease Amendment contains 7 pages plus Lease Exhibit D (6 pages), Exhibit G (10 pages), Exhibit I (4 pages), Exhibit A to paragraph 7.04 (2 pages), and Exhibit A to paragraph 7.05 (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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

*BOARD MEMBER  
LLOYD LLC*

FOR THE GOVERNMENT:



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: MAY 28 2014

WITNESSED FOR THE LESSOR BY:



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 05/27/2014

**LESSOR SIGNATORY AUTHORITY**

The original lease was signed by GPT Real Estate Services as Manger for SGSA II, LLC. The Management Agreement between SGSA II, LLC and GPT Real Estate Services, Inc. has been terminated. GPT Portland, OR 1201 Lloyd, LLC will be signing all lease documents directly going forward. Currently, Managing Director Adam Chesnoff has the sole authority to bind the Lessor in contract through his signature.

**EXHIBIT D, SECURITY REQUIREMENTS** as listed in Paragraph 1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012), and attached to the Lease as Exhibit D, is hereby deleted in its entirety and replaced with the attached revised EXHIBIT D, SECURITY REQUIREMENTS, dated February 12, 2014.

The parties hereby agree that once costs are provided by the Lessor and deemed fair and reasonable by the Government for the additional BSAC requirements, Paragraph 1.03 RENT AND OTHER CONSIDERATION SEP 2012) will be revised to reflect the updated BSAC Annual Rent. The additional BSAC items are to be amortized with the rest of the BSAC requirements over 5 years at 4.00%.

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A
PARKING PLAN(S)	2	B
AGENCY SPECIFIC REQUIREMENTS, DATED 05/08/2013	47	C
SECURITY REQUIREMENTS	6	D
SECURITY UNIT PRICE LIST	2	E
GSA FORM 3517B GENERAL CLAUSES	46	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	G
CERTIFICATE OF SEISMIC COMPLIANCE	1	H
SCHEDULE (DATED 3/25/14)	4	I

**1.10 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
GENERAL CONTRACTOR'S FEE (% OF TI CONSTRUCTION COSTS)	5.47%
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$2.95/ABOA SF
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	6.00%

**4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2012)**

Design and construction activities for the Space shall commence upon Lease award. Time-frames shall coincide with the schedule hereby attached as Exhibit I to the Lease that is provided as a supplement to the below described time-frames. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor Provided Design Intent Drawings (DIDs): Lessor provided the Initial Space Layout on March 5, 2014 and the Government approved it on March 18, 2014. The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's

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interior build-out requirements not later than **20 Working Days** following the approval of the Initial Space Layout, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. After the 20 Working Day period, the Lessor should anticipate at least two submissions of DIDs which include two Government review periods of 10 Working Days for the first submittal, and 3 Working Days for the second submittal before receiving approval. After the Government's first review period of 10 Working Days, the Lessor shall have 5 Working Days to revise and re-submit DIDs prior to the Government's second review period of 5 Working Days. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within **10 Working Days** of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than **3 Working Days** following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete 95% CDs conforming to the approved DIDs not later than **30 Working Days** following the approval of DIDs. Also as part of the TI, the Lessor shall complete 100% CDs no later than 10 Working Days following the Government's review period for 95% CDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **5 Working Days** of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have **10 Working Days** to review the 95% CDs and **5 Working Days** to review the 100% CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **20 Working Days** following the end of the Government CD review period.

G. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue NTP within **20 Working Days** following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the paragraph titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs. Items expected to have a long lead time for delivery, or manufacturing may be eligible for a partial Notice to Proceed as identified by the Lessor and presented to the Government.

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K. Construction of TIs and completion of other required construction work: The Lessor agrees to deliver the space to the Government no later than February 5, 2015 with the understanding that the construction duration shall not be reduced to less than 90 Working Days following issuance of NTP. In order to meet the completion date, the Government shall provide final approval of the 100% construction documents no later than July 29, 2014 and notice to proceed to bid process.

1. The following may impact or extend the Lessor's schedule to deliver space to the Government by February 5<sup>th</sup>, 2015:
  - a. Extensive revisions to any phase of the Design Intent Documents (DID) or Construction Documents (CD) from previously approved plans.
  - b. Extensive revisions to requirements or scope of work from stated in this lease.
  - c. Extensive revisions to the Program of Requirements and Space Requirements.
  - d. Final approval of the 100% construction documents received by Lessor after July 29, 2014.
  - e. Extensive revisions to the materials, finishes and equipment from previously approved plans.

**5.16 DATA DISTRIBUTION (JUN 2012)**

The Lessor shall be responsible for the cost of purchasing and installing data cable as part of the TIs. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

**5.17 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)**

A. The Lessor shall provide, as part of the TIs, separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall be responsible for the cost of purchasing data and telecommunications cable as part of the TIs. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.



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D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. The Lessor's contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over the weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

**7.03 CHANGE ORDER PROCEDURES**

- A. The General Contractor's fee will not exceed 5.47% of the total subcontractor's costs and General Conditions for Change Order.
- B. The Architectural/Engineering fees will not exceed 6.25% of the General Contractor's Total Cost of Change Order (and will only apply if the Change Order requires design services).
- C. The Lessor's Project Management fee will not exceed 6.00% of the total costs.
- D. All requests for change order price quotations shall be in writing from the General Services Administration's (GSA) Contracting Officer or Project Manager on a Price Request form.
- E. Price quotations shall be supplied to the Government within one week of the written request.
- F. Notification of change orders status shall be given within three weeks of the date the price quotation was received by the Government.
- G. 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.

Continued on page 6

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**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 \$47,207.4/ABOA SF (\$1,579,366.55) shall be amortized over the first five (5) years of the Lease at an interest rate (amortization rate) of 4.00% per year.

B. Per the table in Subparagraph C below, the Government has reviewed the Lessor's TI pricing for change orders per the table in Paragraph C and determined it to be fair and reasonable. Said amount includes all costs and fees required to complete the work described in CO 1-2. This LA memorializes in the Lease the Government's approval of TIs in the total amount of \$11,734.20. The remaining TIA after the approval of CO 1 is \$1,567,632.35.

C.

TI PRICING/ CO#	DESCRIPTION	AMOUNT	STATUS	APPROVED VIA LA #	NO. OF PAGES	EXHIBIT
CO #1	COMPLETION OF INITIAL SPACE LAYOUT BY LESSOR	[REDACTED]	APPROVED	LA #1 AND NTP DATED 1/13/14	1	A
CO #3	COLOR BOARD	[REDACTED]	APPROVED	LA #1 AND NTP DATED 4/29/14	1	A
<b>TOTAL CHANGE ORDER COST:</b>		<b>\$11,734.20</b>				

D. The following exhibit is attached to and made part of this Lease:  
Exhibit A to Paragraph 7.04 (2 pages)

**7.05 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

A. For purposes of this Lease, the Building Specific Amortized Capital (BSAC) allowance is \$150,000.00. The Lessor will make the total BSAC allowance available to the Government, which will use the funds for security related improvements and their design. This amount will be amortized in the rent over the first five (5) years of the Lease at an interest rate (amortization rate) of 4.00% per year.

B. Per the table in Subparagraph C below, the Government has reviewed the Lessor's BSAC pricing as part of Change Order #2 (CO 2) in the total amount of [REDACTED] and determined it to be fair and reasonable. Said amount includes all costs and fees required to complete the security design work described in CO 2. This LA memorializes in the Lease that the Government's Partial Notice to Proceed for BSAC work in the total amount of [REDACTED] was issued effective April 23, 2014. The remaining BSAC Allowance after the approval security work made part of CO 2 is [REDACTED].

C.

BSAC PRICING/ CO#	DESCRIPTION	AMOUNT	STATUS	APPROVED VIA LA #	NO. OF PAGES	EXHIBIT
PARTIAL CO #2	COMPLETION OF SECURITY DESIGN WORK FOR [REDACTED] AND [REDACTED]	[REDACTED]	APPROVED	LA #1 AND NTP DATED 4/29/14	1	A
<b>TOTAL CHANGE ORDER COST:</b>		[REDACTED]				

D. The following exhibit is attached to and made part of this Lease:  
Exhibit A to Paragraph 7.05 (1 page)

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*(Handwritten signature in blue ink)*

**7.06 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**



A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC.

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

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

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

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

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