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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 6                            |
|   | TO LEASE NO. GS-10P-LOR07389<br>BLDG. NO. OR6661 |
| ADDRESS OF PREMISES<br>1201 LLOYD BUILDING<br>1201 NE LLOYD BOULEVARD<br>PORTLAND, OR 97232-1214  | PDN Number: PS0030361                            |

**THIS AGREEMENT**, made and entered into this date by and 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 modify language for office cleaning, and to approve Change Order #19B.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution of this LA as follows: Paragraph 6.01, Part A and Paragraph 7.06 are hereby deleted in their entirety and replaced below.

**6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)**

A. The Government's normal hours of operations are established as 7:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after normal hours with the exception of the RCO (Readiness Contingency Operations), which shall be cleaned during normal hours.

(Continued on next page)

This Lease Amendment contains 3 pages and Exhibit E to Paragraph 7.06 (1 page).

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and names as of the below date.

FOR THE

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_



FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, \_\_\_\_\_  
Date: JUN 23 2015

**LINDSEY D. SNOW**  
**ACTING OFFICER**

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Asset Manager  
Date: 6/11/15

**7.06 TENANT IMPROVEMENTS EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE/CHANGE ORDERS**

A. The Government hereby orders Tenant Improvements in excess of the Tenant Improvement Allowance (TIA) and changes per the table in subparagraph B. The approved prices include all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work. This amount exceeds the TIA included in the Lease and will be paid via lump sum upon completion of the work by the Lessor and inspection and acceptance of the space by the Government per the invoicing instructions detailed in Paragraph 7.07.

B.

| TI PRICING / CO #             | DESCRIPTION                                   | AMOUNT              | APPROVED VIA LA # | EXHIBIT   | STATUS       |
|-------------------------------|---|---------------------|-------------------|-----------|--------------|
| TI Overage                    | TI costs exceeding the TIA                    | \$116,318.33        | LA #2             |           | ACCEPTED     |
| CO 1                          | Initial Space Layout                          | ██████████          | LA #1             | Exhibit B | ACCEPTED     |
| CO 3                          | Added Color Board                             | ██████████          | LA #2             | Exhibit B | ACCEPTED     |
| CO 4                          | Structural Engineering                        | ██████████          | LA #2             | Exhibit B | ACCEPTED     |
| CO 5                          | Redesign of EOC                               | ██████████          | LA #2             | Exhibit B | ACCEPTED     |
| CO 6A                         | Design – EOC Change to Cubicle                | ██████████          | LA #3             | Exhibit C | ACCEPTED     |
| CO 6B                         | Construction – Credit for Removal of Millwork | ██████████          | LA #3             | Exhibit C | ACCEPTED     |
| CO 7A                         | Design – Conference Room Ceilings             | ██████████          | LA #3             | Exhibit C | ACCEPTED     |
| CO 7B                         | Construction – Conference Room Ceilings       | ██████████          | LA #3             | Exhibit C | ACCEPTED     |
| CO 8A                         | Design – Structural Evaluation to AV/IT       | ██████████          | LA #3             | Exhibit C | ACCEPTED     |
| CO 8B                         | Construction – AV/IT                          | ██████████          | LA #3             | Exhibit C | ACCEPTED     |
| CO 9B                         | Construction – Soundmasking and PA            | ██████████          | LA #5             | Exhibit D | ACCEPTED     |
| CO 10B                        | Construction – Cabling Addit.                 | ██████████          | LA #5             | Exhibit D | ACCEPTED     |
| CO 11B                        | Construction – Insulation Addit.              | ██████████          | LA #5             | Exhibit D | ACCEPTED     |
| CO 12B                        | Construction – Hardware                       | ██████████          | LA #5             | Exhibit D | ACCEPTED     |
| CO 14B                        | Construction – Demo Wall                      | ██████████          | LA #5             | Exhibit D | ACCEPTED     |
| CO 15B                        | Construction – Hanging Projector Screens      | ██████████          | LA #5             | Exhibit D | ACCEPTED     |
| CO 16B                        | Construction – Reposition UPS                 | ██████████          | LA #5             | Exhibit D | ACCEPTED     |
| CO 17B                        | Construction – Relocate Floor Boxes           | ██████████          | LA #5             | Exhibit D | ACCEPTED     |
| CO 18B                        | Construction – Programming AV System          | ██████████          | LA #5             | Exhibit D | ACCEPTED     |
| CO 19B                        | Construction – Mini Blinds for Side Lights    | ██████████          | LA #6             | Exhibit E | NOT ACCEPTED |
| <b>TOTAL LUMP SUM PAYMENT</b> |   | <b>\$458,341.69</b> | <b>LA #6</b>      |           |              |

- C. Exhibit A to Paragraph 7.06 (Final TICS) (1 page) (incorporated via Lease Amendment #2)
- Exhibit B to Paragraph 7.06 (4 pages) (incorporated via Lease Amendment #2)
- Exhibit C to Paragraph 7.06 (5 pages) (incorporated via Lease Amendment #3)
- Exhibit D to Paragraph 7.06 (11 pages)
- Exhibit E to Paragraph 7.06 (1 page)

INITIALS: PH & AS  
LESSOR & GOVT

D. The Government confirms that the work included in the TI Overage and Change Orders 1 - 7A, and 8A – 18B, in the amount of \$456,337.23 has been completed. The Lessor has already submitted an invoice in the amount of \$372,110.69. Therefore, the Lessor may now submit an invoice in the amount of \$84,226.54 per the invoicing instructions in Paragraph 7.07. Upon completion of Change Order 19B, and inspection and acceptance thereof by the Government, the Lessor may submit another invoice in the amount of [REDACTED].

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

INITIALS: PH & RS  
LESSOR GOVT