

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. **GS-10P-LOR07391**

ADDRESS OF PREMISES

1001 SW Fifth Avenue  
Portland, Oregon 97204-1147

THIS AGREEMENT, made and entered into this date by and between OR-Congress Center Limited Partnership

whose address is 235 Montgomery Street, 16<sup>th</sup> Floor  
San Francisco, CA 94101-1793

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 increase the Tenant Improvement Allowance, to adjust the rent based on changes made to the Tenant Improvement Allowance, and to issue Notice to Proceed to add scope for additional carpet and related work

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

LEASE PARAGRAPHS 1.03 A. AND 1.08 ARE HEREBY DELETED IN THEIR ENTIRETY AND REPLACED BELOW. PARAGRAPH 7.04 IS ADDED. EXHIBIT A1 IS ATTACHED.

**\*1.03 RENT AND OTHER CONSIDERATION (SEP 2012)**

A. The Government shall pay the Lessor annual rent per the table below. Rent is payable in monthly installments in arrears.

RENT PERIOD	SHELL RENT <sup>1,5</sup>	AMORTIZED TENANT IMPROVEMENT COSTS <sup>2</sup>	OPERATING COSTS <sup>3</sup>	TOTAL ANNUAL RENT	MONTHLY RENT <sup>4</sup>
9/25/14-9/24/24	\$831,243.40	\$TBD	\$323,152.02	\$1,154,395.42	\$96,199.62

<sup>1</sup>Shell rent calculation: Years 1-10, \$16.90 per RSF multiplied by 49,186 RSF

<sup>2</sup>Upon completion of Tenant Improvements, the Tenant Improvement Allowance of \$1,409,930.63 will be amortized at an annual interest rate of 6.00 percent per annum over the remaining firm term.

<sup>3</sup>Operating Costs rent calculation: \$6.57 per RSF multiplied by 49,186 RSF. Operating Costs adjust annually per Section 2.09 of this Lease.

<sup>4</sup>Monthly Rent does not reflect Commission Credit per Section 1.04 per this lease.

<sup>5</sup>Parking is included in the Shell Rent

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$1,409,930.63 (a blended rate rounded to \$34.40 per ABOA SF). The TIA is the amount that the Lessor shall make available for the Government to be used for Tenant Improvements. Upon completion of Tenant Improvements, the Tenant Improvement Allowance of \$1,409,930.63 will be amortized at a rate of 6.00 percent per annum over the remaining firm term.

**7.04 NOTICE TO PROCEED FOR SCOPE CHANGES (CHANGE ORDER NUMBER 2)**

The Government has reviewed the Lessor's pricing, in amount of [REDACTED], for added scope to the Tenant Improvements (Change Order Number 2) as described in Exhibit A1 attached hereto and determined them 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 as described in Exhibit A1. Concurrent with the Government's execution of this Lease Amendment, the LCO issues a Notice to Proceed to add this additional scope to the Tenant Improvements for the consideration stated herein and in accordance with the changes stated in this lease amendment.

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

IN WITNESS WHEREOF, the parties have subscribed their names as of the below date.

FOR THE LESSOR

FOR THE GOVERNMENT

Signature: [REDACTED]

Signature: [REDACTED]

Name: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Title: Lease Contracting Officer

Entity Name: Shorenstein Co.

GSA, Public Buildings Service

Date: 10/6/14

Date: 10/20/2014

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WITNESSED BY: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: CHRISTINE LEE

Title: SENIOR LEASING ASSISTANT

Date: 10-6-14