

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-10P-LOR07391
ADDRESS OF PREMISES 1001 SW Fifth Avenue Portland, Oregon 97204-1147	PDN Number: <i>PS 0030 0774</i>

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

whose address is 235 Montgomery Street, 16th 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 decrease the Tenant Improvement Allowance due to credits for a reduced Tenant Improvement scope of work and Lump Sum Payment for [REDACTED] Tenant Improvement work; to accept delivery of Tenant Improvements as of November 25, 2014; to adjust the rent based on the acceptance of Tenant Improvements; to adjust the Broker Commission and Commission Credit paragraph; to authorize Change Order #1; and to provide Lump Sum Payment 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 upon Government execution, as follows:

Lease Paragraphs 1.03 A., 1.04, AND 1.08 are hereby deleted in their entirety and replaced below. Paragraphs 7.05 and 7.06 are added. Exhibits LA4-1 and LA4-2 are 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 ^{1,5}	AMORTIZED TENANT IMPROVEMENT COSTS ²	OPERATING COSTS ³	TOTAL ANNUAL RENT	MONTHLY RENT ⁴
9/25/14-11/24/14	\$831,243.40	\$0.00	\$323,152.02	\$1,154,395.42	\$96,199.62
11/25/14-9/24/24	\$831,243.40	\$177,989.99	\$323,152.02	\$1,332,385.41	\$111,032.12

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

²Upon completion of Tenant Improvements effective November 25, 2014, the Tenant Improvement Allowance of \$1,319,668.78 has been amortized at an annual interest rate of 6.00 percent per annum over the remaining firm term, subject to Par. 1.08 of this Lease.

³Operating Costs rent calculation: \$6.67 per RSF multiplied by 49,186 RSF. Operating Costs adjust annually per Section 2.09 of this Lease.

⁴Monthly Rent does not reflect Commission Credit per Section 1.04 per this lease.

⁵Parking is included in the Shell Rent

This Lease Amendment contains 3 pages.

All other terms and conditions 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

Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Entity Name: [REDACTED]
Date: [REDACTED]

Meyer
Vice President
12/22/14

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: *12/22/2014*

WITNESSED BY:

Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Date: [REDACTED]

CAROLAN LEE
SENIOR LEASING ASSISTANT
12/10/14

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Carpenter/Robbins Commercial Real Estate Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Carpenter/Robbins Commercial Real Estate Inc.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$96,199.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*
 Month 2 Rental Payment \$96,199.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*
 Month 3 Rental Payment \$111,032.12 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*
 Month 4 Rental Payment \$111,032.12 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*
 Month 5 Rental Payment \$111,032.12 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$1,319,668.78 (a blended rate rounded to \$32.20 per ABOA SF). The TIA is the amount that the Lessor shall make available for the Government to be used for Tenant Improvements. This amount will be amortized in the rent at a rate of 6.00 percent per annum over the remaining firm term.

7.05 TENANT IMPROVEMENT ALLOWANCE ADJUSTMENT

The revised Tenant Improvement Allowance referenced in Paragraphs 1.03, 1.04, and 1.08 of this Lease Amendment #4 has been reduced by a total of \$90,261.85 due to credits for Tenant Improvement work not performed in the space and Lump Sum Payment for [REDACTED] Tenant Improvement work, as outlined in Exhibit LA4-1 attached hereto.

7.06 APPROVED CHANGE ORDER, LUMP SUM TOTAL COST, AND LUMP SUM PAYMENT INVOICING INSTRUCTIONS (PS0030674)

A. Change Order #1, for the [REDACTED] dedicated circuit change, in the amount [REDACTED], is hereby authorized by the Government, and included in the Lump Sum invoice total cost in Paragraph 7.06 B.

B. Upon completion of the space by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a Lump Sum payment. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements. Payment will be due only for items: (a) listed in this paragraph and described in Exhibit LA4-1 attached hereto (Section B), which includes all Tenant Improvement Allowance work previously allocated to the [REDACTED] and the addition of electrical circuits, authorized via Change Order #1 (Exhibit LA4-2), and reduced by a credit for magnetometer repositioning not performed, for a lump sum total not to exceed [REDACTED] and (b) which is further described as work shown on the Government's approved layouts and as modified by Change Order #1.

C. Invoices for Lump Sum Items: The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy copy to the GSA Contracting Officer at frances.manning@gsa.gov. A proper invoice must include the following: invoice date; name of the Lessor as shown on the Lease; lease contract number, building address, and a description, price and quantity of the items delivered; GSA PDN NUMBER **PS0030674**. If the invoice is not submitted on company letterhead, the person(s) with whom the lease contract is made must sign it.

INITIALS:

LESSOR

&

GOVT

