

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LOR07450 BUILDING NO. OR6661ZZ
LEASE AMENDMENT	
ADDRESS OF PREMISES 1201 Lloyd Building 1201 NE Lloyd Blvd Portland, OR 97232-1214	PDN Number: N/A

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

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 reconfigure blocks of space, renewal options, parking and remove Suite 350 from the lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 1, 2016 as follows:

Lease Amendment (LA) #1 has been prepared to reconfigure blocks of space, renewal options, parking and remove Suite 350 from the lease. To accomplish this, the following paragraphs are deleted in their entirety: Lease Term; Paragraphs 1.01, 1.02, 1.03, 1.06, 1.11, 1.12, and 1.13, and are replaced as follows

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term set forth below subject to renewal rights as are hereinafter set forth.

Block	Agency	Firm Lease Term
Block A	██████	2/1/16 - 1/31/18
Block B	██████	2/1/16 - 1/31/18
Block C1	██████	2/1/16 - 1/31/18
Block C2	██████████	2/1/16 - 1/31/18

This Lease Amendment contains 5 pages

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

IN WITNESS WHEREOF, the Lessor has hereunto set its hand and seal as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____



FOR THE GOVERNMENT:

Signature: _____
Name: TERRA HEINKEIN
Title: Lease Contracting Officer
GSA, Public Buildings Service, 10PRA
Date: 2/9/16



WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Christina Fleet
Title: Asset Manager
Date: 2/5/16



1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

88,669 JA

A. Office and Related Space: 98,531 rentable square feet (RSF), yielding 88,669 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 7th, 8th, 9th, 10th, and 11th floors, of the Building as broken out into blocks as follows:

Block	Agency	RSF	ABOA SF
Block A	████	12,662	10,934
Block B	████	60,257	54,526
Block C1	████	23,923	21,750
Block C2	████████	1,689	1,459
TOTALS		98,531	88,669

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.11122. This factor, which represents the conversion from ABOA to rentable square feet, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 118 structured/inside parking spaces, reserved for the exclusive use of the Government (13 Spaces shall be marked and identified as reserved for the sole use of █████). The Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Parking spaces are associated with the following blocks of space and shall be adjusted accordingly should the Government vacate any space:

Block	Agency	Structured Parking
Block A	████	36
Block B	████	67
Block C1	████	11
Block C2	████████	4
TOTAL		118

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

INITIALS: PH LESSOR & JA GOVT

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates for the following blocks of space:

BLOCK A ()	Shell Rent ¹	Operating Costs ²	Total Annual Rent
02/01/2016 - 01/31/2018	\$280,593.41	\$80,273.59	\$360,867.00
BLOCK B ()	Shell Rent ¹	Operating Costs ²	Total Annual Rent
02/01/2016 - 01/31/2018	\$1,214,797.73	\$382,012.78	\$1,596,810.51
BLOCK C1 ()	Shell Rent ¹	Operating Costs ²	Total Annual Rent
02/01/2016 - 01/31/2018	\$482,294.27	\$151,665.23	\$633,959.50
BLOCK C2 ()	Shell Rent ¹	Operating Costs ²	Total Annual Rent
02/01/2016 - 01/31/2018	\$34,050.71	\$10,707.79	\$44,758.50
TOTAL	2,011,736.12	\$624,659.39	\$2,636,395.51

¹Parking is included in the Shell Rental Rate.

²Operating costs amount represents the base amount, with first escalation due February 1, 2016

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED

INITIALS: PH & JA
LESSOR & GOVT

1.06 RENEWAL RIGHTS (SEP 2013)

A. This Lease may be renewed at the option of the Government in whole or by individual Blocks for one or more terms at the rates as indicated below:

BLOCK A	██████████	
	Annual Rent	Annual Rate/RSF
Shell Rental Rate	██████████	██████████
Operating Costs	Operating Cost basis shall ██████████ ██████████ ██████████ ██████████. Option Term is subject to continuing annual adjustments.	

BLOCK A	██████████	
	Annual Rent	Annual Rate/RSF
Shell Rental Rate	██████████	██████████
Operating Costs	Operating Cost basis shall ██████████ ██████████ ██████████ ██████████. Option Term is subject to continuing annual adjustments.	

BLOCK B	██████████	
	Annual Rent	Annual Rate/RSF
B Shell Rental Rate	██████████	██████████
Operating Costs	Operating Cost basis shall ██████████ ██████████ ██████████ ██████████. Option Term is subject to continuing annual adjustments.	

BLOCK B	██████████	
	Annual Rent	Annual Rate/RSF
B Shell Rental Rate	██████████	██████████
Operating Costs	Operating Cost basis shall ██████████ ██████████ ██████████ ██████████. Option Term is subject to continuing annual adjustments.	

BLOCK C1, C2	██████████	
	Annual Rent	Annual Rate/RSF
C1 Full Service Rental Rate	██████████	██████████
C2 Full Service Rental Rate	██████████	██████████
Operating Costs	Operating Cost basis shall ██████████ ██████████ ██████████ ██████████. Option Term is subject to continuing annual adjustments.	

BLOCK C1, C2	██████████	
	Annual Rent	Annual Rate/RSF
C1 Full Service Rental Rate	██████████	██████████
C2 Full Service Rental Rate	██████████	██████████
Operating Costs	Operating Cost basis shall ██████████ ██████████ ██████████ ██████████. Option Term is subject to continuing annual adjustments.	

Provided notice is given to the Lessor at least 180 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

INITIALS: PH & JH
LESSOR & GOVT

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **44.2285** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **98,531** RSF by the total Building space of **222,777** RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is **\$298,595.67 (for the leased space only)**. Tax adjustments shall not occur until the tax year following lease commencement has passed. The Real Estate Tax Parcel Numbers are **R182248** and **R182253**.

1.13 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$624,659.39** per annum. The Operating Cost Base shall be adjusted to reflect any changes to the Government's Percentage of Occupancy. The base month and year remains February 2015.

INITIALS: PH & JA
LESSOR GOV'T