

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 9
	TO LEASE NO. GS-10B-07198 BLDG NO. WA7594
ADDRESS OF PREMISES Columbia Center Building 701 Fifth Avenue Seattle, WA 98104-7097	PDN Number: PS0026944

THIS AGREEMENT, made and entered into this date by and between COLUMBIA CENTER PROPERTY LLC, C/O Beacon Capital Partners,

whose address is: 200 STATE STREET, 5th Floor
BOSTON, MA 02109-2628

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 establish the five separate Tenant Improvement (TI) projects and identify project IDs and funding sources, issue a partial Notice to Proceed (NTP) for TIs within the TI Allowance, issue a partial NTP for lump sum payment projects, provide lump sum payment invoicing instructions, and outline change order procedures.

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: Paragraphs 21, 22, 23, 24, and 25 are hereby added to the lease.


Paragraph 21: TENANT IMPROVEMENT PROJECTS

The Tenant Improvements (TI) for this Lease are divided into five separate projects with separate project IDs and funding sources as follows:


PROJECT NAME		FUNDING SOURCE
TI		TI Allowance
LSR		Lump Sum
Re-Cabling		Lump Sum
EHU		Lump Sum
Security		Lump Sum

This Lease Amendment contains 4 pages and Exhibit A (5 pages).

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: ANDREW WIRTULA
 Title: SVP
 Entity Name: COLUMBIA CENTER PROPERTY LLC
 Date: 8/22/2014

FOR THE GOVERNMENT:
 Signature:  **LINDSEY D. SNOW**
 Name: CONTRACTING OFFICER
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: AUG 27 2014

WITNESSED FOR THE LESSOR BY:

 Title: REAL ESTATE MANAGER
 Date: 8.22.14

Paragraph 22: NOTICE TO PROCEED WITH TENANT IMPROVEMENTS WITHIN THE TENANT IMPROVEMENT ALLOWANCE

A. The total Tenant Improvement Allowance (TIA) of \$1,848,880.00 is set forth in Paragraph 7 of the Lease. On 12/6/13 via Lease Amendment (LA) 8, the Government approved Tenant Improvement (TI) costs for the completion of Construction Documents for the 'TI' project in the amount of \$94,396.21, leaving a TIA balance of \$1,754,483.79. The Government has reviewed the Lessor's pricing for TI costs per Exhibit A and has determined a portion of 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. This lease amendment serves as a partial Notice to Proceed (NTP) for TIs as outlined in the table below and as depicted in Exhibit A.

B.

TENANT IMPROVEMENTS			
Description	Amount	Approved via LA #	Exhibit
Construction Drawings	\$94,396.21	8	N/A
Partial NTP	\$1,003,842.54	9	A
TOTAL TI EXPENDED	\$1,098,238.75	9	
REMAINING TIA BALANCE	\$750,641.25		

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INITIALS: AW & RS
 LESSOR & GOVT

Paragraph 23: NOTICE TO PROCEED WITH TENANT IMPROVEMENTS FOR LUMP SUM PAYMENT PROJECTS

A. On 12/6/13 via Lease Amendment (LA) 8, the Government approved Lump Sum costs for the completion of Construction Documents for the projects and amounts listed in the tables in Subparagraph B. The Government has reviewed the Lessor's pricing for Lump Sum payment costs per Exhibit A and has determined a portion of 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. This lease amendment serves as a partial Notice to Proceed (NTP) for TIs as outlined in the table below and as depicted in Exhibit A. All Lump Sum costs will be paid per the instructions in Paragraph 24.

B.

LSR - N0250588			
Description	Amount	Approved via LA #	Exhibit
Construction Drawings	\$70,492.27	8	N/A
Partial NTP	\$495,169.19	9	A
APPROVED LUMP SUM PAYMENT	\$565,661.46	9	

Re-Cabling N1128583			
Description	Amount	Approved via LA #	Exhibit
Construction Drawings	\$40,594.90	8	N/A
Partial NTP	\$87,245.06	9	A
APPROVED LUMP SUM PAYMENT	\$127,839.96	9	

EHU - N0514936			
Description	Amount	Approved via LA #	Exhibit
Construction Drawings	\$33,242.52	8	N/A
Partial NTP	\$94,591.51	9	A
APPROVED LUMP SUM PAYMENT	\$127,834.03	9	

[REDACTED]			
Description	Amount	Approved via LA #	Exhibit
Construction Drawings	\$27,702.10	8	N/A
Partial NTP	\$278,456.57	9	A
APPROVED LUMP SUM PAYMENT	\$306,158.67	9	

TOTAL APPROVED LUMP SUM PAYMENT	\$1,127,494.12		
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LESSOR & GOVT

Paragraph 24: LUMP SUM PAYMENT PROCEDURES

Upon completion of the work outline above by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in Paragraph 23. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy electronic copy to the GSA Contracting Officer at lindsey.snow@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, project ID (as specified in Paragraphs 21 and 23), and a description, price, and quantity of the items delivered tied to each project ID; and
- GSA PS number: PS0026944.

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Paragraph 25: CHANGE ORDER PROCEDURES

A. The General Contractor's fee will not exceed 8.00% of the total subcontractor's costs and General Conditions for each Change Order.

B. The Architectural/Engineering fees for changes requiring design services will not exceed the fee schedule below:

Principals & Associate Principals	\$180.00/HR
Associate Level	\$150.00/HR
Architectural Designer 3 Level	\$120.00/HR
Architectural Designer 2 Level	\$100.00/HR
Architectural Designer 1 Level	\$ 80.00/HR
Clerical	\$ 60.00/HR

C. The Lessor's Project Management fee will not exceed 4.00% of the Total Costs of each Change Order.

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 by the Lessor within one week of the written request.

F. Notification of change orders approval 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.

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

INITIALS: AM & RS
LESSOR GOVT