

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>  1  </u>
	TO LEASE NO. GS-10P-LWA08047
ADDRESS OF PREMISES: COLUMBIA CENTER 701 FIFTH AVENUE SEATTLE, WASHINGTON 98104-7097	PDN Number:

**THIS AGREEMENT**, made and entered into this date by and between Columbia Center Property, LLC whose address is: Beacon Capital Partners  
200 State Street, Suite 500  
Boston, Massachusetts 02109-2605

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:


**WHEREAS**, the parties hereto desire to amend the above Lease by including an expansion area. The expansion area of 4,571 RSF on the 15<sup>th</sup> floor, will be a blended rate with the original leased space; therefore, this lease amendment will be adjusting the full service rent, adjusting the commission and commission credit, adjusting percentage of occupancy for tax adjustment, and adjusting the operating cost base.

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


This Lease Amendment contains 4 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: \_\_\_\_\_  
 Title: VP  
 Entity Name: Columbia Center Property LLC  
 Date: 12/23/2013

**FOR THE GOVERNMENT:**

Signature:   
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 12/26/13

**WITNESSED FOR THE LESSOR BY:**

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

The following paragraph is hereby deleted in its entirety and replaced with the following:

**1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows:

- A. Office and Related Space: 69,409 rentable square feet (RSF), yielding 60,740 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the entire 15<sup>th</sup>, 16<sup>th</sup>, and 17<sup>th</sup> floors, and known as Suites 1500, 1600 and 1700 of the Building, as depicted on the floor plans attached hereto as Exhibit B.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.142723 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

The following paragraph is hereby deleted in its entirety and replaced with the following:

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

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

	Firm Term (Months 1-15)	Firm Term (Months 16-60)	Firm Term (Months 61-120)	Non Firm Term (Months 121-180)
	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent <sup>1</sup>	\$0	\$1,504,469.59	\$1,851,514.59	\$2,198,559.59
Tenant Improvements rent <sup>2</sup>	\$0	\$246,666.67	\$246,666.67	\$246,666.67
Operating Costs <sup>3</sup>	\$0	\$432,727.72	\$432,727.72	\$432,727.72
Building Specific Amortized Capital <sup>4</sup>	\$0	\$43,166.55	\$43,166.55	\$43,166.55
Parking	\$0	\$0.00	\$0.00	\$0.00
<b>Total Annual Rent*</b>	<b>\$0</b>	<b>\$2,227,030.53</b>	<b>\$2,574,075.53</b>	<b>\$2,921,120.53</b>

<sup>1</sup>Shell rent (Firm Term) calculation  
 (Years 1-5) \$21.68 (rounded to the nearest 10<sup>th</sup>) per RSF multiplied by 69,409 RSF  
 (Years 6-10) \$26.68 (rounded to the nearest 10<sup>th</sup>) per RSF multiplied by 69,409 RSF  
 (Years 11-15) \$31.68 (rounded to the nearest 10<sup>th</sup>) per RSF multiplied by 69,409 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$3,700,000.00 is amortized at a rate of 0 percent per annum over 15 years.

<sup>3</sup>Operating Costs rent calculation: \$6.23 (rounded to the nearest 10<sup>th</sup>) per RSF multiplied by 69,409 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$647,498.28 is amortized at a rate of 0 percent per annum over 15 years

This Lease includes 15 months of Rent Abatement (Free Rent)

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 60,740 ABOA SF based upon the methodology outlined under the "Payment" Clause of GSA Form 3517(B).

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- C. Pursuant to Sections 1.08 and 1.09, rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. Pursuant to Section 1.11 and 1.12, Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- 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 the 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 System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- G. The 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 "Paragraph 1.01, THE PREMISES" created herein;
  - 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.

The following paragraph is hereby deleted in its entirety and replaced with the following:

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. CBRE, 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 CBRE, 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. This Lease includes fifteen (15) months of rent abatement (free rent). The reduction in shell rent shall commence with the first month of the rental payments (month 16 of the Firm Term) and continue as indicated in this schedule for adjusted Monthly Rent:

Month 16 Rental Payment \$185,585.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 16th Month's Rent.\*

Month 17 Rental Payment \$185,585.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 17th Month's Rent.\*

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Month 18 Rental Payment \$185,585.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 18th Month's Rent.\*

Month 19 Rental Payment \$185,585.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 19th Month's Rent.\*

Month 20 Rental Payment \$185,585.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 20th Month's Rent.\*

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

The following paragraph is hereby deleted in its entirety and replaced with the following:

**1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)**

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 4.6940% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 69,409 RSF by the total Building space of 1,478,673 RSF.

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$127,824.00.

The following paragraph is hereby deleted in its entirety and replaced with the following:

**1.15 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$6.23 (rounded to the nearest 10<sup>th</sup>) per RSF (\$432,727.72/annum).

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