

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u> 2 </u>
	TO LEASE NO. GS-10P-LWA08047
ADDRESS OF PREMISES: COLUMBIA CENTER 701 FIFTH AVENUE SEATTLE, WASHINGTON 98104-7097	PDN Number: PS0028299

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 providing Notice to Proceed for tenant improvements which exceed the tenant improvement allowance.

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 3 pages plus Exhibit J.

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 W. 14190-41
Title: VICE PRESIDENT
Entity Name: COLUMBIA CENTER PROPERTY, LLC
Date: 2/18/2014

FOR THE GOVERNMENT:

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: 2/19/14

WITNESSED FOR THE LESSOR BY:

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

NOTICE TO PROCEED FOR TENANT IMPROVEMENTS

- I. In separate correspondence dated January 19, 2014, the Government issued a limited Notice to Proceed in the amount of \$1,852,354.41 which was for the Mechanical, Electrical and Plumbing tenant improvements for [REDACTED]. On January 29, 2014, another Notice to Proceed was issued for the remaining amount of Tenant Improvement Allowance of a NTE \$1,847,645.59 and the BSAC Allowance allotted in the lease in the NTE amount of \$647,498.28.
- II. Tenant Improvements: This LA represents the Notice to Proceed (NTP) with construction of tenant improvements that exceed the tenant improvement allowance but not to exceed the amount of \$5,420,000.00. Of this amount, \$3,700,000.00 will be amortized over the term of the lease.
- The Government hereby orders the balance of \$1,720,000.00 to be paid via lump sum.
- III. BSAC Costs: This LA represents the Notice to Proceed (NTP) with construction of BSAC items in the amount NTE \$603,837.44. This amount is less than the amount specified in the lease of \$647,498.28. A subsequent Lease Amendment may be provided to adjust the amortization of this amount and adjust the full service rent at Beneficial Occupancy of the space.
- IV. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,720,000.00. 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 directly to the GSA Finance Office at the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Or online at: www.finance.gsa.gov

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
 Attn: James A. Coffelt
 PBS, 10PRAA
 400 15th Street SW
 Auburn, WA 98001
james.coffelt@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 # PS0028299

INITIALS:


 LESSOR

&


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

V. **Exhibit J:**

Exhibit J is here by attached and made a part of the lease. This exhibit represents the BSAC scope of work provided by the Government and basis for Lessor pricing and inclusion as part of the overall preparation of the premises for Government occupancy.

VI. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

INITIALS: AW & JM
LESSOR GOV'T