GENERAL SERVICES ADMINISTRATION LEASE AMENDMENT No. 23 **PUBLIC BUILDINGS SERVICE** TO LEASE NO. GS-10P-LWA08047 **LEASE AMENDMENT** BUILDING NO. **WA7594ZZ** ADDRESS OF PREMISES PDN Number: PS0029689 Columbia Center 701 Fifth Avenue Seattle, WA 98104

THIS AGREEMENT, made and entered into this date by and between GC Columbia, LLC

whose address is:

818 7th Street, Suite 410

Los Angeles, CA 90017

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 perform alterations.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 15, 2016 as follows:

Lease Amendment (LA) #23 has been prepared to order the installation of video teleconferencing and presentation equipment in designated conference rooms as noted on Exhibit 23A in the premises of the Columbia Center. Details of the cost proposal, statement of work and pricing information are attached as Exhibit 23A, Pages 1 - 26. The Lessor or its contractor(s) shall furnish documents and labor necessary to complete the design and drawings for the project based on mutually approved budgets and schedules.

Warranty: The Lessor will seek a warranty for one year from the contractor. The Lessor shall maintain the tenant improvements in accordance with Lease GS-10P-LWA08047 as amended by Supplemental Lease Agreement(s) 1-23 and GSA Form 3517 General Clauses.

Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Lease Amendment. At the Lessor's expense, the Lessor shall repair any portion of the Premises damaged by the work performed absent negligence or willful misconduct by the tenant and that of any associated damage caused by the removal of such. Upon termination of this lease and move out of the Government, Landlord reserves the right to require the Government to remove the associated equipment and de-cable the same, at Governments expense for this work only.

This Lease Amendment contains 2 pages, plus Exhibit 23A (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 b

FOR THE LESSOR:

Signature: Name:

Title:

Entity Name: Date:

FOR THE

Signature: Name: Title:

Date:

SA, Public Buildings Service

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WITNESSED FOR THE LESSOR BY:

Signature

Name: Title:

Date:

<u>Site Conditions</u>: The Lessor shall maintain worksite conditions in accordance with Lease Amendment #23 and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

<u>Payment:</u> The total cost for tenant improvements is and full and final payment upon project completion. Upon completion of the stages and acceptance of the work, the Government shall reimburse the Lessor for the cost listed on each progressive invoice. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's progressive itemized invoice. The invoice must include:

Lease number: GS-10P-LWA08047

Building address: 701 Fifth Avenue, Seattle, WA 98104

Building number: WA7594ZZ

Payment reference number: PS0029689

Lessor name and address as shown on the lease

· Itemization of the products or services provided

The Lessor must submit invoice documents electronically at www.finance.gsa.gov and inform the Lease Contracting Officer and Lease Management Specialist of the submittal at michael.j.obrien@gsa.gov and trina.patrick@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents

GSA Greater Southwest Finance Center Attn: PBS Payments Branch (BCFA) P.O. Box 17181 Fort Worth, TX 76102 Copies

GSA Seattle Field Office Attn: Trina Patrick 915 Second Avenue, Room 566 Seattle, WA 98174

Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor and inspection reports, as-built drawings, permits, and all other applicable deliverables upon 30 days written notice of the Government's acceptance of the tenant improvements.

Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 90 calendar days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

<u>Schedule:</u> The Lessor shall provide a schedule within 7 calendar days from receipt of the executed Lease Amendment. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven calendar days.

<u>Change Orders:</u> The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

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

INITIALS:

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Lease Amendment Form 09/12