

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u> 3 </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.


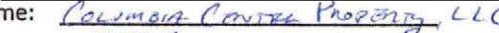

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, upon Government execution, as follows:

This Lease Amendment contains 3 pages.

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: 
Entity Name: Columbia Center Property, LLC
Date: 25 April 2014

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/25/14

WITNESSED

Signature: 
Name: 
Title: 
Date: 4/25/14

NOTICE TO PROCEED FOR TENANT IMPROVEMENTS

- I. In separate correspondence dated January 18, 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 (NTP) was issued for the remaining amount of Tenant Improvement Allowance of a NTE amount of \$1,847,645.59 (i.e. the original total Tenant Improvement Allowance of \$3,700,000.00 less the \$1,852,354.41 referenced in the January 18, 2014 correspondence) and the BSAC Allowance allotted in the Lease in the NTE amount of \$647,498.28.
- II. Tenant Improvements: Lease Amendment No. 2 represented the Notice to Proceed (NTP) with construction of tenant improvements not to exceed the total amount of \$5,420,000.00. Of this amount, \$3,700,000.00 (i.e. the Tenant Improvement Allowance) will be amortized over the term of the Lease as stipulated in the Lease.
- The Government previously authorized \$1,720,000.00 to be paid via lump sum, per Lease Amendment No. 2.
- III. BSAC Costs: Lease Amendment No. 2 represented 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 accordingly.
- IV. The Government hereby authorizes \$573,097.46 to be paid via lump sum under this Lease Amendment 3. Total lump sum ordered is \$2,293,097.46 under the contract (i.e. \$1,720,000.00 per Lease Amendment 2 plus \$573,097.46). Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$2,293,097.46. 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

INITIALS:


 LESSOR

&


 GOVT

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

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

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

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