

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u> 5 </u>
	TO LEASE NO. <u> GS-10P-LWA08047 </u>
LEASE AMENDMENT	
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 reconciling the lump sum payment of Lease Amendment 3 and reconciling the total BSAC Costs and total Tenant improvement costs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, **effective on April 15, 2014**, as follows:


NOTICE TO PROCEED FOR TENANT IMPROVEMENTS AND PROJECT RECONCILIATION

This Lease Amendment contains 3 pages plus exhibits

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 L. WATTULA
 Title: VICE PRESIDENT
 Entity Name: COLUMBIA CENTER PROPERTY LLC
 Date: 6/23/2014

FOR THE GOVERNMENT:

Signature: 
 Name: [Redacted]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 6/24/14

WITNESSED FOR THE LESSOR BY:

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

- I. BSAC Costs and Reconciliation: Lease Amendment No. 2 represented the Notice to Proceed (NTP) with construction of BSAC items in the amount NTE \$603,837.44. This lease amendment notifies the Lessor that additional construction of BSAC items in the amount of \$43,660.84 is being used. This amount consists of change orders #5 (a portion of), 14, 16 and 20 (Exhibit 1) which were previously approved under the tenant improvement lump sum in Lease Amendment 3, which are now going to be transferred and applied as BSAC costs. These costs will be reduced from the total lump payment previously authorized in Lease amendment 3 from the tenant improvement lump sum and will be applied to the remaining balance of BSAC allowance. This amount utilizes the full BSAC amount allotted in the lease of \$647,498.28 (i.e., \$603,837.44 + \$43,660.84) which will be amortized over the term of the Lease as stipulated in the Lease.
- II. Tenant Improvement Change Orders and Allowance Reconciliation: The Government hereby authorizes an additional \$24,860.80 to be paid via lump sum under this Lease Amendment 5. This amount consists of the SOW approvals for change orders CO 21, 23, 24, 26, Lessor's Permit allowance reconciliation, Lessor Keying change order, and Lessor Freight allowance reconciliation (Exhibit 2).
- III. Total Lump Sum Payment. The Total lump sum payment in Lease amendment 3 has now been reconciled accordingly and the lump sum payment has been adjusted. The new total lump sum payment which includes the BSAC reconciliation noted in a paragraph (I) of this Lease Amendment and totals noted in paragraph (II) of this Lease Amendment is now NTE \$2,127,651.80 TOTAL LUMP SUM PAYMENT under the contract. This total amount includes all previously approved tenant improvement change orders, Lessor's change orders and allowance reconciliations, and reallocation of change orders from the tenant improvement allowance to BSAC allowance. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$2,127,651.80. 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:

AW
 LESSOR

&

AW
 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.

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

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

INITIALS: AW & AK
LESSOR GOVT