

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LWA07377 Building Number: WA7850ZZ PDN Number: PS0030259
ADDRESS OF PREMISES Burke Building 400 North 34 <sup>th</sup> Street Seattle, WA 98103-8600	

**THIS AGREEMENT**, made and entered into this date by and between  
**LAKE UNION CENTER PHASE ONE LIMITED PARTNERSHIP**, a Delaware limited partnership

whose address is 15350 SW Sequoia Pkwy., Suite 300  
 Portland, OR 97224-7145

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 establish Beneficial Occupancy and rent commencement, reconcile the Tenant Improvements and lump sum payment, and memorialize seismic compliance.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 1, 2015, as follows: the Lease Term Paragraph and Paragraphs 1.03, 1.05, 1.07 and 1.17 are hereby deleted in their entirety and replaced below. Paragraphs 7.02 and 7.03 are hereby added to the lease.

**LEASE TERM**

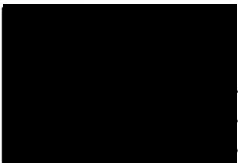
**TO HAVE AND TO HOLD** the said premises with their appurtenances for the term **August 1, 2015 – July 31, 2030**; subject to termination rights as are hereinafter set forth, to be used for such purposes as determined by GSA. Effective August 1, 2015, lease GS-10P-LWA07377 supersedes lease GS-10B-06428.

*Continued on page 2*


This Lease Amendment contains four (4) pages, plus Lease Exhibit G (11 pages), Exhibit A to Paragraph 7.02 (7 pages) and Exhibit B to Paragraph 7.02 (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: See below \_\_\_\_\_  
 Date: August 19, 2015

**FOR THE GOVERNMENT:**

Signature:  **LINDSEY D. SNOW**  
 Name: \_\_\_\_\_ **CONTRACTING OFFICER**  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: SEP 2 2015

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: \_\_\_\_\_  
 Title: Asset Administrator  
 Date: August 19, 2015

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

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

	08/01/15-07/31/20	08/01/20-07/31/25	08/01/25-07/31/30
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$355,718.16	\$424,178.16	\$451,562.16
OPERATING COSTS	\$67,775.40	\$67,775.40	\$67,775.40
PARKING <sup>2</sup>	\$14,340.00	\$14,340.00	\$14,340.00
TOTAL ANNUAL RENT	\$437,833.56	\$506,293.56	\$533,677.56

<sup>1</sup> All design fees, contractor fees, and project management fees are included in the shell rent

<sup>2</sup> Parking costs described under sub-paragraph H below

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

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 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 Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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 the paragraph entitled "The Premises."

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.

H. Parking shall be provided at a rate of \$95 per parking space per month (structured/inside), and \$85 per parking space per month (surface/outside). Parking rates are fixed through year 10. Any additional adjustments to the parking rates must be requested by the Lessor and approved by the Lease Contracting Officer.

*Continued on Page 3*

INITIALS:

  
LESSOR

&

  
GOV'T



**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after July 31, 2025, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

Exhibit G, Seismic Form C is hereby replaced with Exhibit G, Seismic Form E, and all other exhibits as previously incorporated remain a consideration of this lease.

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A
PARKING PLAN	1	B
SECURITY REQUIREMENTS [REDACTED]	5	C
AGENCY SPECIAL REQUIREMENTS	2	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
SEISMIC FORM E AND SUPPORTING DOCUMENTS	11	G

**1.17 BUILDING IMPROVEMENTS (SEP 2012)**

The Government hereby approves required improvements, including tenant improvements requested by Exhibit D and seismic retrofit effective August 1, 2015. Seismic Form E is attached hereto in Paragraph 1.07 as Exhibit G.

**7.02 TENANT IMPROVEMENTS**

A. On October 29, 2014 the Government issued notice to proceed with tenant improvements not to exceed \$115,200.69 per Exhibit A to Paragraph 7.02 (7 pages). Subsequently the Government ordered changes 1-3 as outlined in the table below and in Exhibit B to Paragraph 7.02 (3 pages). The approved prices include all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work. This work has been completed and accepted by the Government and the approved costs will be paid via lump sum per the invoicing instructions detailed in Paragraph 7.03.

B. Table of Tenant Improvements

NTP	Description	Amount
	<b>Tenant Improvements</b>	<b>\$115,200.69</b>
CO #1	Install outlets, door release, door sweeps, deduct cabinets	[REDACTED]
CO #2	Provide & install new conference rood double doors	[REDACTED]
CO #3	Furnish and install back splash in kitchen at sink	[REDACTED]
	<b>TOTAL CHANGE ORDERS</b>	<b>\$3,137.73</b>
	<b>TOTAL</b>	<b>\$118,338.42</b>

C. Exhibit A to Paragraph 7.02, Notice to Proceed, 7 pages  
 Exhibit B to Paragraph 7.02, Change Orders, 3 pages

Continued on Page 4

INITIALS: Jac & RS  
 LESSOR & GOVT

**7.03 LUMP SUM INVOICING INSTRUCTIONS**

The above-referenced work has been completed by the Lessor and accepted by the Government. The Government shall reimburse the Lessor in a lump sum payment in the amount specified in Paragraph 7.02 B. Payment shall be made within 30 days after receipt of an invoice.

The original invoice must be submitted electronically to [www.finance.gsa.gov](http://www.finance.gsa.gov) with a courtesy copy to the Contracting Officer at the GSA Finance Office at the following address:

Invoice Address:  
General Services Administration  
PBS Payment Branch (BCFA)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Courtesy Copy Address:  
General Services Administration  
C/O Lindsey Snow, LCO  
400 15th Street SW 10PCS  
Auburn, WA 98001

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 # PS0030259

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

**ALL OTHER TERMS AND CONDITIONS OF THE LEASE REMAIN IN FULL FORCE AND EFFECT.**

INITIALS: gpc & LS  
LESSOR GOV'T