# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES Columbia Center 701 Fifth Avenue Seattle, WA 98104 LEASE AMENDMENT No. 2 TO LEASE NO. GS-10P-LWA07471 BLDG. NO. WA7594 PDN Number: PS0032456

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

whose address is:

Name: Title: Date:

818 W 7<sup>th</sup> Street, Suite 410 Los Angeles, CA 90017-3463

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 increase Tenant Improvement Allowance (TIA), adjust the rental rate to include the increased TIA, issue Notice to Proceed for Tenant Improvements (TI), provide lump sum payment invoicing instructions, and specify change order procedures.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective September 29, 2015, as follows:

Paragraphs 1.03, 1.04, and 1.08 are hereby deleted in their entirety and replaced below. Paragraphs 7.02, 7.03, and 7.04 are hereby added to the Lease.

This Lease Amendment contains 4 pages, and Exhibit 2-A (1 page).

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:	FOR THE GOVERNMENT: DSEY D. SNOW
Signature: Name: Title: Vice President Entity Name: GC. Columbia, LLC 9/30/15	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Date:
WITNESSED FOR THE LESSOR BY:	
Signature:	

# 1.03 RENT AND OTHER CONSIDERATION (OCT 2014)

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

	Months 1-6	Months 7-120	
	ANNUAL RENT	ANNUAL RENT	
SHELL RENT	\$0	\$621,606.48	
REAL ESTATE TAXES	\$0	\$46,320.64	
OPERATING COSTS	\$0	\$162,988.96	
TENANT IMPROVEMENTS RENT <sup>1,2,3</sup>	\$66,305.86	\$166,535.88	
TOTAL ANNUAL RENT	\$66,305.86	\$997,451.96	

The Tenant Improvement Allowance of \$48.95/ABOA (total TI amount \$1,002,300.20) is amortized at a rate of 0% over the 10 year term of the lease, of which the first six months are valved as a rental concession.

B. The parties acknowledge and agree based upon a mutual on-site measurement that the Space is 20,476 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517. No rent adjustment shall occur unless the Premises are expanded or contracted as memorialized in a subsequent Lease Amendment.

### C. INTENTIONALLY DELETED

D. 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.

### E. INTENTIONALLY DELETED

- 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:
  - The leasehold interest in the Property described in the paragraph entitled "The Premises."
- 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. INTENTIONALLY DELETED

# 1.04 RENT CONCESSIONS (JUN 2012)

The Government shall be entitled to free rent during months one to six (1-6) in the total amount of \$465,573.06 which includes \$48.95/ABOA SF of the Tenant Improvement Allowance.

INITIALS:

LESSOR

\_ <

GOV"

The difference between the original TIA of \$1,002,300.20 and the revised TIA of \$1,500,000.00 (\$497,699.80) will be paid during the free rent period.

<sup>&</sup>lt;sup>3</sup>A portion of the TIA in the amount of \$497,699.80 is amortized at 6% over the 10 year term of the lease.

# 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$73.26 per ABOA SF for a total of \$1,500,000.00. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. The amount of \$1,002,300.20 is amortized in the rent over the ten year lease term at an annual interest rate of 0 (zero) percent, of which payment for the first six months are waived as part of the rental concession. An additional \$497,699.80 is amortized in the rent over the ten year lease term at an annual interest rate of 6 (six) percent and is not subject to the rental concession.

# 7.02 NOTICE TO PROCEED FOR TIS EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE

A. The Government has reviewed the Lessor's total pricing for Tenant Improvement (TI) costs including the Tenant Improvement Allowance (TIA), and costs in excess of the TIA as described in the table in Subparagraph B, below, and determined them to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. This lease amendment serves as the Notice to Proceed (NTP) for TIs within the TI allowance and in excess of the TIA as specified in the table below and as depicted in the applicable Exhibits. All costs exceeding the TIA will be paid per the instructions outlined in Paragraph 7.03.

B.

TI PRICING/ CO#	DESCRIPTION	AMOUNT	APPROVED VIA LA #	Ехнівіт
TICS 9/14/15	INITIAL TOTAL PROJECT COSTS (TIS)	\$1,575,419.09	LA #2	EXHIBIT 2-A
	TI ALLOWANCE AMORTIZED INTO THE LEASE	\$(1,500,000.00)	LA #2	LEASE PARAGRAPH 1.08
TI OVERAGE	TI COSTS EXCEEDING THE TIA BASED ON APPROVED TICS DATE SEPTEMBER 14, 2015	\$75,419.09	LA #2	Ехнівіт 2-А
	TOTAL LUMP SUM	\$75,419.09		

- C. The Total Project Cost is \$1,575,419.09
- D. Exhibit 2-A (1 Page) Tenant Improvements Cost Summary (TICS), dated September 14, 2015.

### 7.03 LUMP SUM PAYMENT PROCEDURES

Upon completion of the space by the Lessor and inspection and acceptance thereof 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 and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to 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 400 15th Street SW Auburn, WA 98001 Lindsey.Snow@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 # PS0032456

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

NITIALS: \_\_\_\_\_

GOV