

|   |  |
|---|--|
| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 3                            |
|   | TO LEASE NO. GS-10P-LWA07471<br>BLDG. NO. WA7594 |
| ADDRESS OF PREMISES<br>Columbia Center<br>701 Fifth Avenue<br>Seattle, WA 98104                   | PDN Number: PS0033116                            |

**THIS AMENDMENT** is made and entered into between **GC Columbia, LLC**

whose address is:

818 West 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 establish Beneficial Occupancy, commence rent payments, and memorialize Change Orders 1 through 11.

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 January 1, 2016 as follows:

The Lease Term paragraph and Paragraphs 1.03 A and 7.02 are hereby deleted in their entirety and replaced below.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term January 1, 2016 - December 31, 2025.

This Lease Amendment contains 2 pages and Exhibit 3A – Change Orders (11 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: Andrew Kowal  
Vice President  
Entity Name: GC Columbia, LLC  
Date: 2/23/16

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: LINDSEY D. SNOW  
Lease Contracting Officer  
GSA, Public Buildings Service  
Date: MAR 1 2016

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: SR PROPERTY MGR  
Date: 2/23/16

**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:

|   | 1/1/16-6/30/16 | 7/1/2016-12/31/25 |
|---|----------------|-------------------|
|   | 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      |

<sup>1</sup> 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 waived as a rental concession.

<sup>2</sup> 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>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.

**PARAGRAPH 1.03, SUB-PARAGRAPHS B THROUGH H, AS STATED IN LA 2, REMAIN IN FULL FORCE AND EFFECT.**

**7.02 TENANT IMPROVEMENTS**

A. On September 30, 2015, via LA 2, the Government issued 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. Subsequently, the Government ordered changes which are also summarized in the table below. All costs exceeding the TIA will be paid per the instructions outlined in Paragraph 7.03.

B.

| TI PRICING/<br>CO# | DESCRIPTION  | AMOUNT              | APPROVED<br>VIA LA # | EXHIBIT                 |
|--------------------|--|---------------------|----------------------|-------------------------|
| 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<br>1.08 |
| TI OVERAGE         | TI COSTS EXCEEDING THE TIA BASED ON<br>APPROVED TICS DATE SEPTEMBER 14, 2015 | \$75,419.09         | LA #2                | EXHIBIT 2A              |
| CO #1              | ADD ALTERNATE CLERESTORY WINDOWS   | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #2              | INSTALL 8" DOOR AND SIDELITE AT OFFICE 3714                                  | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #3              | CEILING ADJUSTMENTS DUE TO BEAM<br>LOCATIONS                                 | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #4              | PROVIDE UPS POWER  | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #5              | PROVIDE (30) ADDITIONAL 2X4S   | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #6              | PROVIDE SEAL AT OPERABLE PARTITION   | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #7              | ADDITIONAL SERVER ROOM SUPPLIES  | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #8              | DOOR HARDWARE CHANGES  | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #9              | ELECTRICAL UPGRADES TO MEET CODE   | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #10             | IT/TELECOM TRUNK LINE  | ██████████          | LA #3                | EXHIBIT 3A              |
| CO #11             | DATA CABLING AND CROSSOVER PATCHING  | ██████████          | LA #3                | EXHIBIT 3A              |
|                    | <b>TOTAL LUMP SUM</b>  | <b>\$166,524.02</b> |                      |                         |

C. The Total Project Cost is \$1,666,524.02.

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

INITIALS:

  
LESSOR

&

  
GOV'T