GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3		
LEASE AMENDMENT	TO LEASE NO. GS-10P-LWA07480 BLDG. NO. WA7917		
ADDRESS OF PREMISES Fourth & Battery 2401 Fourth Avenue, Suite 450 Seattle, WA 98104-2398	PDN Number: N/A		

THIS AGREEMENT, made and entered into this date by and between SELIG REAL ESTATE HOLDINGS EIGHT LLC

whose address is:

1000 Second Avenue, Ste 1800 Seattle, WA 98104-3619

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 accept Tenant Improvements, memorialize Change Order 1, and reflect total Tenant Improvements in the Rent Table.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2017 as follows:

Lease Paragraphs 1.03 is hereby deleted in its entirety and replaced below. Paragraph 7.05 is hereby added to the Lease.

(continued)

This Lease Amendment contains 3 pages, Exhibit 3A contains 16 pages and Exhibit 3B contains 1 page.

All other terms and conditions of the lease shall remain in full force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR. Selia Real Estate Holdings Eight LLC	FOR THE G	
Signature: Name: Title: <u>Manager</u> Entity Name: <u>blig king Estate to hug Szign</u> t, uc Date: <u>D. B. 11</u>	Title:	. YEE
WITNESSED FOR THE LESSOR BY	OCT 1 2 2017	
Signature: Name: Title: Date:		

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	10/01/2015 - 09/30/2017	10/01/2017 - 09/30/2020	10/01/2020 - 09/30/2025
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$ 259,439.00	\$ 259,439.00	\$272,306.00
OPERATING COSTS ¹	\$ 75,103.00	\$75,103.00	\$75,103.00
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$ 38,834.19	\$ 38,834.19
PARKING ³	\$ 2,460.00	\$ 2,460.00	\$ 2,700.00
TOTAL ANNUAL RENT	\$ 337,002.00	\$ 375,836.19	\$ 388,943.19

Base Operating Costs and does not include any annual adjustments.

²Tenant improvements of \$265,494.23 amortized at a rate of 4.0 percent per annum over 8 years. ³Parking costs described under sub-paragraph H below.

B. INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

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 \$205.00 per parking space per month (structured/inside) for years 1-5 and at a rate of \$225.00 per parking space per month (structured/inside) for years 6-10.

(continued)

INITIALS:

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7.05 TENANT IMPROVEMENT RECONCILIATION

A. The Government has accepted the Tenant Improvements required by this Lease, the costs for which are described in the table in Subparagraph B, below.

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TI Pricing/ CO#	Description	Amount	Approved via	Exhibit
TICS 4/5/2017	Initial Tenant Improvements (TIs)		Letter	Exhibit 3A
CO #1	Reception Desk and Audio Visual		LA #3	Exhibit 3B
	TOTAL TENANT IMPROVEMENTS	\$ 265,494.23	LA #3	

C. The Total Project Cost is **\$265,494.23** as of September 22, 2017. At the time of space acceptance, the Government confirmed that Tenant Improvements have been completed. Change Order 1 has been granted notice to proceed and will be accepted in a separate writing as a punch-list item.

D. Exhibit 3A - Tenant Improvements Cost Summary (TICS), dated April 5, 2017 (16 pages).

E. Exhibit 3B - Change Order 1 Approval (1 page).

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

INITIALS: SOR

Lease Amendment Form 07/12