

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 8
	TO LEASE NO. GS-10B-07198 BLDG NO. WA7594
ADDRESS OF PREMISES Columbia Center 701 5 th Avenue Seattle, WA 98104-7097	PDN Number:

THIS AGREEMENT, made and entered into this date by and between COLUMBIA CENTER PROPERTY LLC

whose address is: 200 STATE STREET, SUITE 4000
BOSTON, MA 02109-2628

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 order a redesign of the tenant space and to memorialize the revised post award schedule.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 1, 2013 as follows: Paragraph 5.13 E is deleted in its entirety and replaced with the same numbered paragraph and Paragraphs 19 and 20 are hereby added to the lease.

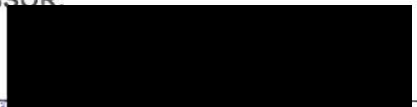
Paragraph 5.13 E TENANT IMPROVEMENTS PRICE PROPOSAL:

Within 50 working days of Government review for conformance of the construction drawings, the Lessor must submit the written price proposal along with adequate cost and pricing data or the documentation of the competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph in this section) and for any costs or credits to the Government that are beyond the scope of the original SFO and its attachments. Any work shown on the construction documents that is building shell shall be clearly identified and priced as such. After negotiation and acceptance of the Tenant Improvements price, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR**, and the Lessor shall commence construction of the Tenant Improvements.


This Lease Amendment contains 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: Andrew C. Urff
Title: Vice President
Entity Name: Columbia Center Property LLC
Date: 11/25/13

FOR THE GOVERNMENT:

Signature: 
Name: Terris Heinlein
Title: Lease Contracting Officer
GSA, Public Buildings Service, 10PRA
Date: 12/10/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Property Manager
Date: Nov 25 2013

Paragraph 19: Redesign of Tenant Space.

- a. The Government hereby orders the tenant space be redesigned employing the process outlined in the document titled Attachment A (pages 1 through 7) and based on the five (5) scopes of work (Employee Health Unit, Re-cabling, Regional TIs, Large Site Remodel and Security). The redesign effort is to be completed by November 15, 2013.
- b. The total Tenant Improvement Allowance (TIA) in the lease is \$1,848,880.00; however only a portion is being used for part of this re-design project. The amount that will be deducted from the total TIA will be \$94,396.21. The amount of the TIA remaining available in the lease will be \$1,754,483.79 for use on the build out of the space. The remaining cost of this design project of \$172,031.79 will be paid via lump sum as per instructions in the following paragraph.
- c. Upon completion of the work, acceptance thereof by the Government, and receipt of a proper invoice from the Lessor, the Government shall reimburse the Lessor a one-time lump sum payment in the amount of \$172,031.79. The proposal for the redesign of tenant space is hereby attached to and made a part of this Lease as Exhibit A (11 pages).

The original invoice must be submitted electronically to (www.finance.gsa.gov) and to the Contracting Officer at terria.heinlein@gsa.gov or directly to the GSA Finance Office and the Contracting Officer at the following address:

Original Documents

GSA Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102

Copies

General Services Administration
Attn: Terria Heinlein
400 15th Street SW, 10PRAA
Auburn, WA 98001 - 6599

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 PS number: PS0026944 – Re-cabling Project - [REDACTED]
- GSA PS number: PS0026944 – Large Site Remodel - [REDACTED]
- GSA PS number: PS0026944 – Security Project - [REDACTED]
- GSA PS number: PS0026944 – Employee Health Unit - [REDACTED]

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

- d. Only the GSA Contracting Officer has the authority to obligate funds for any work, request or demand under the terms and conditions of the contract. While there may be discussions regarding potential changes, you are required to obtain approval from the GSA Contracting Officer through a signature or written affirmation prior to proceeding, regardless of cost.

Paragraph 20: Post-Award Schedule.

The construction schedule outlined in Paragraph 5.11 of the Lease (SFO) is hereby replaced with the following:

- 1) Lessor shall then have 90 working days to complete and distribute CDs – due to Government by close of business (COB) on 11/15/13;
- 2) Government has 10 working days to review 90% of CDs – comments due to Lessor by COB 10/17/13;
- 3) Lessor shall cure CDs by 10/24/13;
- 4) Government has 5 working days to review 100% of CDs – comments due to Lessor by 11/07/13;
- 5) Lessor shall cure 100% of CDs by 11/15/13;

INITIALS:


LESSOR

&


GOVT

- 6) Government final approval due 11/15/13;
- 7) Lessor has 50 days to prepare and submit complete TI pricing per the requirements outlined in Paragraph 5.13 of the Lease (SFO) – due to Government by COB 01/24/14;
- 8) Government has 30 working days to review and negotiate TI pricing and issue a Notice to Proceed. Failure by the Lessor to submit complete pricing and backup documentation or to respond timely to the Government's questions on pricing shall be deemed a Lessor delay. The Notice to Proceed shall be issued by 2/14/14;
- 9) Lessor has 120 working days to complete construction of TIs – space acceptance expected by 07/22/14.
- 10) A detailed construction schedule identifying phased completion will be agreed upon by Lessor and Government prior to commencement of construction on 03/24/14.

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

INITIAL INITIALS: AW & JA
LESSOR GOVT