

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14
	TO LEASE NO. GS-10P-LWA08047
ADDRESS OF PREMISES: COLUMBIA CENTER 701 FIFTH AVENUE SEATTLE, WASHINGTON 98104-7097	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between Columbia Center Property, LLC whose address is: Beacon Capital Partners
200 State Street, Suite 500
Boston, Massachusetts 02109-2605

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

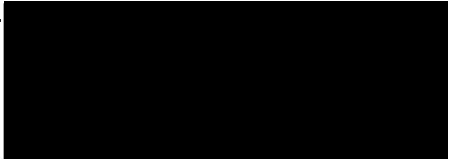
WHEREAS, the parties hereto desire to amend the above Lease to add five structured parking spaces, increase the annual rent, clarify operating costs base, amend the schedule for broker commission credit, and update the parking plan.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 1, 2015, as follows: Paragraphs 1.02A, 1.03A, 1.04, 1.07C and 1.15 are hereby deleted and replaced below.

This Lease Amendment contains 3 pages and Exhibit C (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

Signature: 
Name: _____
Title: SENIOR VICE PRESIDENT
Entity Name: COLUMBIA CENTER PROPERTY LLC
Date: 3-17-2015

FOR THE GOVERNMENT

Signature: _____
Name: _____
Title: _____
GSA, Public Building Administration
Date: 4/1/2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: W. R. Edwards
Title: R. E. M.
Date: MARCH 17 2015

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. **Parking:** Nine (9) parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which 9 shall be structured/inside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Rental consideration for five of the nine structured parking spaces is reflected in the table shown in 1.03. The other four spaces are already included in the Shell Rent at a market value of \$450.00 monthly per reserved structured space. Should the Government lease additional parking, the rate shall be negotiated.

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	4/15/14- 3/31/15	4/1/15- 7/14/15	7/15/15- 4/14/19	4/15/19- 4/14/24	4/15/24- 4/14/29
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent	\$0	\$0	\$1,504,469.59	\$1,851,514.59	\$2,198,559.59
Tenant Improvements rent ¹	\$0	\$0	\$246,666.67	\$246,666.67	\$246,666.67
Operating Costs ²	\$0	\$0	\$432,727.72	\$432,727.72	\$432,727.72
Building Specific Amortized Capital ³	\$0	\$0	\$43,166.55	\$43,166.55	\$43,166.55
Parking ⁴	\$0	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00
Total Annual Rent	\$0	\$27,000.00	\$2,254,030.53	\$2,601,075.53	\$2,948,120.53

¹ The Tenant Improvement Allowance of \$3,700,000.00 is amortized at a rate of 0 percent per annum over 15 years.

² Operating Costs rent amount is subject to adjustments per paragraph 1.15.

³ Building Specific Amortized Capital (BSAC) of \$647,498.28 is amortized at a rate of 0 percent per annum over 15 years.

⁴ Parking for (5) structured reserved spaces at \$450 per month per space. (Rates for the remaining 4 of 9 spaces are included in the Shell rent).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to CBRE, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. This Lease includes fifteen (15) months of rent abatement (free rent). The reduction in shell rent shall commence with the first month of the rental payments (month 16 of the Firm Term) and continue as indicated in this schedule for adjusted Monthly Rent:

INITIALS:  & 
LESSOR & GOVT

Month 16 (July 2015) Rental Payment \$187,835.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 16th Month's Rent.

Month 17 (August 2015) Rental Payment \$187,835.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 17th Month's Rent.

Month 18 (September 2015) Rental Payment \$187,835.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 18th Month's Rent.

Month 19 (October 2015) Rental Payment \$187,835.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 19th Month's Rent.

Month 20 (November 2015) Rental Payment \$187,835.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 20th Month's Rent.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following document replaces the previous Exhibit C and is hereby made part of the Lease:

PARKING PLAN	1 PAGE	C
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1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base operating costs are established as \$432,727.72.

INITIALS:  LESSOR &  GOV'T