

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 29
	TO LEASE NO. GS-10P-LWA08047 BUILDING NO. WA7594ZZ PDN Number: N/A
ADDRESS OF PREMISES Columbia Center 701 Fifth Avenue Seattle, WA 98104-7097	

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

whose address is: 818 W 7<sup>th</sup> Street, Suite 410  
Los Angeles, CA 90017

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 the parking rate to \$480.00 per space, per month. Furthermore, the Operating Cost has been adjusted per the latest Operating Cost escalation and is reflected in the rent table below.

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 April 1, 2016 as follows:

Paragraphs 1.02A, 1.03A and 1.05 are hereby deleted in their entirety and replaced below:

**1.02 EXPRESS APPURTENANT RIGHTS**

A. Parking: Nine (9) reserved/structured parking spaces as depicted in the plan attached to Lease Amendment 14 as Exhibit C, for the exclusive use of the Government. Rental consideration for five of the nine structured parking spaces is reflected in the table shown in Paragraph 1.03. The other four spaces are already included in the Shell Rent at a market value of \$480.00 monthly per space. Should the Government lease additional parking, the rate shall be negotiated

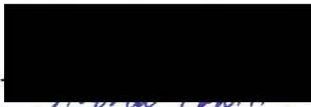
(Continued on Page 2)

This Lease Amendment contains 2 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: GC Columbia, LLC Vice President  
 Entity Name: GC Columbia, LLC  
 Date: July 29, 2016

**FOR THE GOVERNMENT:**

Signature:   
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: AUG 15 2016

**LINDSEY D. SNOW**  
**ACTING OFFICER**

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: WEN RICHARDS  
 Title: SR PROPERTY MGR  
 Date: July 29, 2016

**1.03 RENT AND OTHER CONSIDERATION**

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

Term	Shell Rent	Tenant Improvements <sup>1</sup>	Operating Costs <sup>2</sup>	BSAC <sup>3</sup>	Parking <sup>4</sup>	Annual	Monthly <sup>5</sup>
4/1/16-4/14/16	\$1,504,469.59	\$246,666.67	\$429,927.34	\$43,166.55	\$28,800.00	\$2,253,030.15	\$187,752.51
4/15/16-4/14/19	\$1,504,469.59	\$246,666.67	\$432,074.61	\$43,166.55	\$28,800.00	\$2,255,177.42	\$187,931.45
4/15/19-4/14/24	\$1,851,514.59	\$246,666.67	\$432,074.61	\$43,166.55	\$28,800.00	\$2,602,222.42	\$216,851.87
4/15/24-4/14/29	\$2,198,559.59	\$246,666.67	\$432,074.61	\$43,166.55	\$28,800.00	\$2,949,267.42	\$245,772.29

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

<sup>2</sup>Operating Costs are subject to annual adjustments per paragraph 1.15 and do not reflect adjustments beyond 4/15/2016.

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

<sup>4</sup>Effective April 1, 2016, the parking rate for the Government's 5 paid parking spaces is \$480.00/space/month. Parking costs are subject to escalation one time per year, if documentation is presented to GSA by the Lessor substantiating the rate increase with at least 30 days written notice. The costs for 4 reserved parking spaces are included in the shell rent and are not subject to annual parking escalations.

<sup>5</sup>Total, rounded monthly payment including parking

*HK-RS*  
*at a market value of \$480.00 monthly per space.*  
*RS*  
*HK*

Effective 4/15/2016 the Government will begin paying annual rent of \$2,255,177.42 in monthly payments of \$187,931.45 in arrears. In addition, the Government will make a one-time lump sum payment of \$70.00 for the increase in parking rent for the period of 4/1/2016 through 4/14/2016.

**1.05 TERMINATION RIGHTS**

The Government may terminate this Lease, in whole or in part, at any time effective after 4/14/2024, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period, or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

The Government may terminate any and/or all of the parking spaces under this lease within the Columbia Center building garage at any time during the term of this lease with at least 30 days written notice to the Lessor. In the event the Government so terminates any or all of the parking spaces as aforesaid, the Lessor shall have no obligation to make such parking available to the Government at any later date during the Term.

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

INITIALS: HK LESSOR & RS GOVT