

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-10P-LWA07471 BLDG. NO. WA7594
ADDRESS OF PREMISES Columbia Center 701 Fifth Avenue Seattle, WA 98104	PDN Number: PS0032456

THIS AGREEMENT, made and entered into this date by and between **GC Columbia, LLC**

whose address is:

818 W 7th 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 increase Tenant Improvement Allowance (TIA), adjust the rental rate to include the increased TIA, issue Notice to Proceed for Tenant Improvements (TI), provide lump sum payment invoicing instructions, and specify change order procedures.


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 September 29, 2015, as follows:

Paragraphs 1.03, 1.04, and 1.08 are hereby deleted in their entirety and replaced below. Paragraphs 7.02, 7.03, and 7.04 are hereby added to the Lease.


This Lease Amendment contains 4 pages, and Exhibit 2-A (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: Vice President
Entity Name: GC Columbia, LLC
Date: 9/30/15

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/30/15

MURPHY D. SNOW
CONTRACTING OFFICER

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Brandon Green
Title: Analyst
Date: 9/30/15

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$73.26 per ABOA SF for a total of \$1,500,000.00. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. The amount of \$1,002,300.20 is amortized in the rent over the ten year lease term at an annual interest rate of 0 (zero) percent, of which payment for the first six months are waived as part of the rental concession. An additional \$497,699.80 is amortized in the rent over the ten year lease term at an annual interest rate of 6 (six) percent and is not subject to the rental concession.

7.02 NOTICE TO PROCEED FOR TIs EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE

A. The Government has reviewed the Lessor’s total pricing for Tenant Improvement (TI) costs including the Tenant Improvement Allowance (TIA), and costs in excess of the TIA as described in the table in Subparagraph B, below, and determined them to be fair and reasonable. Said pricing includes all costs for labor, materials, fees, overhead, profit, and any other costs required to complete this work. This lease amendment serves as the 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. All costs exceeding the TIA will be paid per the instructions outlined in Paragraph 7.03.

B.

TI PRICING/ CO#	DESCRIPTION	AMOUNT	APPROVED 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 1.08
TI OVERAGE	TI COSTS EXCEEDING THE TIA BASED ON APPROVED TICS DATE SEPTEMBER 14, 2015	\$75,419.09	LA #2	EXHIBIT 2-A
	TOTAL LUMP SUM	\$75,419.09		

C. The Total Project Cost is \$1,575,419.09

D. Exhibit 2-A (1 Page) – Tenant Improvements Cost Summary (TICS), dated September 14, 2015.

7.03 LUMP SUM PAYMENT PROCEDURES

Upon completion of the space by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in Paragraph 7.02 B. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy copy to the Contracting Officer at the GSA Finance Office at the following address:

Invoice Address:
 General Services Administration
 PBS Payment Branch (BCFA)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Courtesy Copy Address:
 General Services Administration
 C/O Lindsey Snow
 400 15th Street SW
 Auburn, WA 98001
 Lindsey.Snow@gsa.gov

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 PDN # PS0032456

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

INITIALS: ly & hs
 LESSOR & GOVT