

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	Supplemental Agreement No. 2	Date: 11/31/12
	TO LEASE NO. GS-10B-07135	Building # WA7594ZZ

ADDRESS OF PREMISES: Columbia Center 701 5th Avenue, Suite 2200, Seattle, WA 98104
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THIS AGREEMENT, made and entered into this date by and between Columbia Center Property, LLC
Whose address is **C/O BEACON CAPITAL PARTNERS, 200 State Street, 5th Floor, Boston, MA 02109**

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 reflect the expansion of leased space to include 7,531 RSF/6,593 ABOA on the 24th floor in Suite #2470, with (1) parking space to be included, and to remove tenant improvement allowance previously described.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **November 1, 2011** as follows:

The purpose of this Supplemental Lease Agreement (SLA) #2 is to REMOVE THE TI ALLOWANCE FROM THIS LEASE and to reflect the expansion of leased space, effective November 1, 2011, to include 7,531 RSF/6,593 ABOA on the 24th floor in Suite #2470, with (1) parking space to be included. In combination with the existing 23,389 RSF/20,476 ABOA leased space, the total leased area will now be 30,920 RSF/27,069 ABOA.

Therefore, Paragraphs 1, 3, 8, 9 and 15 are deleted in their entirety and replaced with the same numbered paragraphs below:

1. The Lessor hereby leases to the Government the following described premises:

A total of 30,920 rentable square feet (RSF) of office and related space, which yields 27,069 ABOA of space, with (1) parking space to be included, at Columbia Center, 701 5th Avenue, **Suites 2200 & 2470**, Seattle, WA 98104 to be used for such purposes as determined by the General Services Administration.

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IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor:
BY: *Jeremy D. Fletcher*
(Signature)

Senior Managing Director

IN THE PRESENCE OF
Melana Laufer
(Signature)

[Redacted]
(Address)

UNITED STATES OF AMERICA
By: *TERRIA HEINLEIN*
(Signature)

TERRIA HEINLEIN
CONTRACTING OFFICER
(Official Title)

3. The Government shall pay the Lessor annual rent of \$970,025.36 at the rate of \$80,835.45 per month, in arrears, per the table below:

<u>Rent Period</u> 11/01/11-07/28/13	<u>Rentable</u> <u>Sq. Ft</u>	<u>Annual Rent</u> <u>Amount</u>	<u>Monthly Rent</u> <u>Amount</u>
Shell	30,920	\$ 719,508.40	\$ 59,959.03
Operating	30,920	\$ 172,224.40	\$ 14,352.03
RE Taxes	30,920	\$ 74,208.00	\$ 6,184.00
<u>Parking</u>	1 Stall	<u>\$ 4,084.56</u>	<u>\$ 340.38</u>
Total Rent		\$ 970,025.36	\$ 80,835.44

**Rate does not reflect annual CPI adjustments. Real Property Taxes of \$2.40 per RSF per year are included in the Shell Rental Rate, as established at execution of lease. Annual adjustments to Real Property Taxes not reflected in above rate.*

Lessor shall have available up to 4 non-reserved onsite parking spaces for the use of the Government at the monthly rate of \$340.38. Tenant chooses to have one parking stall on current lease. Tenant may add or reduce parking at any time with 30 days notice to the Lessor. The cost for additional parking will be added into the annual and monthly rental amounts stated in Paragraph 3. The parking rate may be adjusted for increases or decreases based on market rate information but no more than once annually. A Supplemental Lease Agreement shall document any adjustments.

8. This paragraph intentionally deleted in its entirety.
9. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 2.09106% (1,478,673RSF/30,920RSF).
15. In accordance with SFO Paragraph 4.2, "Tax Adjustment GSAM 552.270-24," for purposes of tax escalation, the Government occupies 30,920 rentable square feet (2.09106%). The current tax base is \$2.40 per RSF annually, and this tax rate is included in the base rental amount.

The Lessor hereby waives restoration.

All other terms and conditions of the Lease shall remain in force and effect unless otherwise amended.

Initials: JH & JH
Lessor Govt.