

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>11</u>
	TO LEASE NO. GS-10B-07038
ADDRESS OF PREMISES PARK PLACE BUILDING 1200 6 TH AVENUE SEATTLE, WA 98101	PDN Number: <u>PS0029096</u>

THIS AGREEMENT, made and entered into this date by and between WH PARK PLACE, LLC whose address is: WH PARK PLACE, LLC
c/o WASHINGTON HOLDINGS
600 UNIVERSITY STREET, SUITE 2820
SEATTLE, WA 98101

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, May 21, 2014, as follows:

The purpose of this Lease Amendment (LA) Eleven (11) is to confirm the Notice to Proceed for Tenant Improvements ("TI's") was issued, provide billing instructions to the Lessor for the lump sum payment, and update mutually agreed upon pricing.

NOTICE TO PROCEED

I. In separate correspondence dated May 20, 2014, the Government issued a Notice to Proceed for "Package 2" in the amount of \$5,682,516.00 which included costs in excess of the Tenant Improvement Allowance in the lease.

This Lease Amendment contains **4** pages, including attachments.

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: Tim _____
 Title: Senior Vice President
 Entity Name: Washington Real Estate Holdings, LLC
 Authorized Agent for WH Park Place LLC
 Date: June 5, 2014

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 6/5/14

WITNESSE

Signature: _____
 Name: _____
 Title: _____
 Date: June 5, 2014

I. (continued) Tenant Improvement Allowance funds in the amount of \$47,572.40 will be amortized over the firm term of the Lease in accordance with SF2, Paragraph 19, as amended in Supplemental Lease Agreement (SLA) No. 5.

Completion of construction of the final phase of Package II shall occur on or about September 17, 2015, unless changed by mutual consent of both parties.

II. The Government hereby orders the balance of \$5,634,943.60 to be paid via lump sum. Upon completion, inspection, and acceptance of construction, the Government shall reimburse the Lessor lump sum payment in the amount of \$5,634,943.60 based on approved invoices for such work, by the Government.

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 directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Or online at: www.finance.gsa.gov

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: James A. Coffelt
PBS, 10PRAA
400 15th Street SW
Auburn, WA 98001
james.coffelt@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 # PS0029096

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

III. The Lessor hereby waives restoration as a result of all improvements.

IV. Attachment 4 to SLA No. 6 is hereby deleted in its entirety and replaced with an updated Attachment 4.1, dated 7/11/2013, revised 5/16/14, attached hereto. The updated pricing in Attachment 4.1 has been mutually approved and the Government has determined it to be fair and reasonable in accordance with the terms and conditions of the lease.

All other terms and conditions remain in full force and effect.

INITIALS: JA LESSOR & ADK GOVT