

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u> 12 </u>
	TO LEASE NO. <u> GS-10B-07038 </u>
LEASE AMENDMENT	
ADDRESS OF PREMISES PARK PLACE BUILDING 1200 6 TH AVENUE SEATTLE, WA 98101	PDN Number: PS0028091

THIS AGREEMENT, made and entered into this date by and between WH Park Place LLC whose address is: 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 by issuing a Notice to Proceed for Change Orders.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, upon Government execution, as follows:

The purpose of this Lease Agreement (LA) Twelve (12) is to provide a Notice to Proceed for Change Orders.

NOTICE TO PROCEED FOR CHANGE ORDERS WHICH EXCEED THE TI ALLOWANCE:

- I. This LA represents the Notice to Proceed (NTP) for Change Orders 26.1, 27, 31, 37, 39, 52.1, 64, 68.1, 75, 76.1, 77-80, 81, 82, 88, 90.1, 91, 94, 101 and 118 in the amount not to exceed of \$91,615.80. The approved prices include all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees to complete the work. This amount exceeds the TIA included in the Lease and will be paid via lump sum upon

This Lease Amendment contains 3 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: Tim Hol
 Title: Senior Vice President
 Entity Name: Washington Real Estate Holdings, LLC
 Authorized Agent for WH Park Place LLC
 Date: 6-17-14

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 6/24/14

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

completion of the work by the Lessor and inspection and acceptance of the space by the Government.

Per previous Lease Amendments, Tenant improvement overages and change orders in the total Lump sum payment of \$3,074,924.28 have been previously approved. In addition to the following change orders, the revised LUMP SUM PAYMENT is now **\$3,166,540.08**.

TI Pricing/ CO#	Description	Amount	Approved via LA #
CO 26.1	CREDIT -L1 Grille at parking garage	██████████	12
CO 27	TV on plan w/no elec and AV	██████████	12
CO 31	Add elec. Outlet at fitness center S. wall	██████████	12
CO 37	Water cooler circuits L19 and L20	██████████	12
CO 39	Soffits at pantries to accom. Low waste lines	██████████	12
CO 52.1	Electrical Revs.	██████████	12
CO 64	Dive Locker fixtures	██████████	12
CO 68.1	Microwave Casework changes	██████████	12
CO 75	Ceiling raised at 1007	██████████	12
CO 76. 1	L16 vent line conflict to L17	██████████	12
CO 77	L1 duct heater revision	██████████	12
CO 78	Move switch for rolling door at grab and go	██████████	12
CO 79	L14 plumbing conflict/add framing and GWB	██████████	12
CO 80	Paint exposed conduit at base of exterior window wall in Fitness center	██████████	12
CO 81	L1Framing and GWB	██████████	12
CO 82	Punch list item/electrical service to L21 reception desk	██████████	12
CO 88	L1 exhaust interlock and programming	██████████	12
CO 90.1	Install L13 ██████████ and pathways	██████████	12
CO 91	New Generator power/gear	██████████	12
CO 94	Concrete curb and topping slab at generator air intake and fuel fill	██████████	12
CO 101	L16 Grab and go install ancillary items	██████████	12

INITIALS: PH LESSOR & Gov't GOV'T

CO 118	Generator connect to house power-SCL costs for shutdown 1	[REDACTED]	12
SUBTOTAL		\$91,615.80	
Total Lump Sum Payment:		\$3,166,540.08	

Upon execution of this Lease Amendment, the Government hereby orders a total of **\$3,166,540.08** to be paid via lump sum.

II. Upon completion, inspection, and acceptance of the construction, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$3,166,540.08**. 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 # **PS0028091**

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.

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

INITIALS: JA & JC
 LESSOR & GOV'T