GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No13
LEASE AMENDMENT	TO LEASE NO. GS-10B-07038
ADDRESS OF PREMISES PARK PLACE BUILDING 1200 6 TH AVENUE SEATTLE, WA 98101	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, <u>upon Government execution</u>, as follows:

The purpose of this Lease Agreement (LA) Thirteen (13) 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 54, 102, 117, 119, 120, and 121 in the amount not to exceed of \$119,637.25. 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 completion of the work by the Lessor and inspection

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 LESS	E LESSOR: FOR THE GOVERNMENT:	
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Signature:		Signatu
Name:	Tim Ho	Name:
Title:	Senior	Title:
Entity Name:	Washington Real Estate Holdings, LLC	GSA, Pu,
	Authorized Agent for WH Park Place LLC	Date: 4/3/14
Date:	7/8/1H	11 4. 1
WITNESSED FO	OR THE LESSOR BY:	

Signature: Name: Zina Wilson Title: Leasing Assistant Date: 7/8/14

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 \$3,166,540.08 have been previously approved. In addition to the following change orders, the revised LUMP SUM PAYMENT is now \$3,286,177.33.

TI Pricing/	Description	Amount	Approved via LA #
CO#			
54	Generator exhaust riser paint and fencing		13
102	L16 Grab and Go sink installation		13
117	L13 EPA addition of raised floor		13
119	L13 RECO Carpet change		13
120	L13 Added server room –raised floor finish SOW		13
121	L13 Additional raised floor panels attic stock		13
SUBTOTAL		\$119,637.25	
Total Lump Sum Payment:		\$3,286,177.33.	

Upon execution of this Lease Amendment, the Government hereby orders a total of \$119,637.25 for above change orders 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 **\$3,286,177.33**. 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

INITIALS:

Lease Amendment Form 09/12

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:

LESSOR

& GOV

Lease Amendment Form 09/12