GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No14	
	TO LEASE NO. GS-10B-07038	
LEASE AMENDMENT		
DDRESS OF PREMISES	PS0029096	
PARK PLACE BUILDING		
1200 6 TH AVENUE		
SEATTLE, WA 98101		

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) Fourteen (14) is to provide a Notice to Proceed for Change Orders and correct total lump sum due.

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

I. This LA represents the Notice to Proceed (NTP) for Change Orders 1, 9, 11, 15.1, 30, 72, 113, 116, 123, 127, 128, 131, 132, 133, 134, and 139 in the amount not to exceed of \$195,654.18. The approved prices include all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees to complete the

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	OR:	FOR THE GOVERNMENT:
Signature: Name:	Tim H	Signature:
Title:	Senior vice rresident	Title: Lease Contracting Officer
Entity Name:	Washington Real Estate Holdings, LLC	GSA, Public Buildings Service,
Date:	Authorized Agent for WH Park Place LLC	Date: 9/18/14

WITNESSED	FOR THE LESSOR RV	Ĩ
Signature:		
Name:		
Title:	2 2	
Date:	9/18/14	

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 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 \$3,286,177.33 have been previously approved. In addition to the following change orders, the revised total LUMP SUM PAYMENT is now \$3,481,831.54 (includes the addition of \$0.03 due to mathematical error in LA No. 10).

TI Pricing/	Description	Amount	Approved
CO#			via LA#
CO #001	Bulletin 19 11th floor computer help desk area changes		14
CO #009	21st flr. Conference Ctr. Diffuser/Projection screen conflicts		14
CO #011	21st lvl. Lowering clg. To 13'-8" & HVAC revisions		14
CO #15.1	L20 extension of medium pressure ductwork and relocation of a VAV		14
CO #030	CO2 Monitors / Add & Delete per LEED Req.s		14
CO #072	Mech/Plumbing & GWB changes from clashes at L17		14
CO #113	NTP 2 Carpet Changes		14
CO #116	at Door 16200B		14
CO #123	Added Microwave Circuit for L1		14
CO #127	Added Garbage Disposals Rooms 11006 and 21607		14
CO #128	Soffit above movable partition L13		14
CO #131	OA Sensors L10, 11, 12, 13		14
CO #132	Drinking Fountain Revision		14
CO #133	Added Framing L13 ADA Restroom		14
CO #134	Added Soffit 13403		14
CO #139	L12 ADA plumbing waste conflicts		14
SUBTOTAL		\$195,654.18	
Total Lump Sum Payment:		\$3,481,831.54	

Upon execution of this Lease Amendment, the Government hereby orders a total of **\$195,654.18** for above change orders to be paid via lump sum.

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II. Upon completion, inspection, and acceptance of the construction, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$195,654.18**. 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.

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

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