

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>  17  </u>
	TO LEASE NO. GS-10B-07038
ADDRESS OF PREMISES PARK PLACE BUILDING 1200 6 <sup>TH</sup> AVENUE SEATTLE, WA 98101	PS0029096 and 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 incorporating the construction schedule into the lease, by addressing the liquidated damages for swing space, solidifying the return date for the 7<sup>th</sup> floor swing space, documenting the TBD Cost Category agreement, acknowledge Lessor responsibility for certain Change Orders and issue a Notice to Proceed for certain Change Orders.

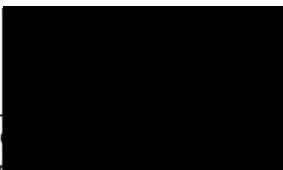
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, upon Government execution, as follows:

**The purpose of this Lease Agreement (LA) Seventeen (17) is to incorporate the construction schedule into the lease, by addressing the liquidated damages associated with the delay of the issuance of Phase 1 NTP, by revising the swing space schedule from Lease Amendment 5 for Floor 7, documenting the TBD Cost Category agreement and issuing a Notice to**

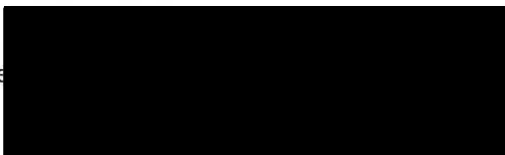
This Lease Amendment contains 5 pages, plus Exhibit A, 1 page.

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.

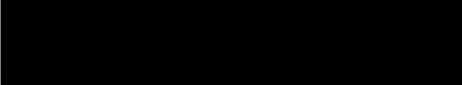
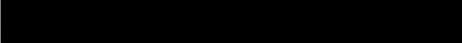
**FOR THE LESSOR:**

Signature:   
Name: Tim H  
Title: Senior Vice President  
Entity Name: Washington Real Estate Holdings, LLC  
Authorized Agent for WH Park Place LLC  
Date: March 2, 2015

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title: GSA, Public Buildings Service,  
Date: 3/2/15

**WITNESSED**

Signature:   
Name:   
Title:   
Date: MARCH 2, 2015

**Proceed for Change Orders.****I. UPDATED CONSTRUCTION SCHEDULE:**

The Lessor's provided construction schedule dated July 1, 2014 is hereby attached as an Exhibit A to this lease.

**II. Revised Swing Space Schedule and Liquidated Damages**

Per Lease Amendment 5, Paragraph 25, it was agreed Use of the Swing Space shall be at no cost to the Government until the Return Dates as to each portion of the Swing Space set forth below. If the Government continues to occupy any portion of the Swing Space after the applicable Return Date as to such Swing Space for any reason other than a delays caused by Lessor or a third party (except for Government-controlled third parties) or otherwise not caused by the Government (i.e., the Return Dates set forth in the table below shall be extended day-for-day for each day of delay caused by Lessor or a third party [except for Government-controlled third parties] or otherwise not caused by the Government, it being agreed that any delay due to the Government's lack of funding for the Tenant Improvements shall be considered a delay "caused by the Government" for purposes of this clause), the Government shall pay as "Liquidated Damages" the daily amount for each floor (or portion thereof) used or occupied by the Government as shown below for each day after the applicable Return Date as to such floor until the date on which the Government vacates and surrenders possession of the entire floor to Lessor. The Government shall not be deemed to have vacated and surrendered possession of a particular floor of Swing Space until it has vacated and surrendered possession of the entire floor, provided that the parties may subsequently agree that the Government can return less than a full floor of Swing Space at a time.

**The Schedule from Lease Amendment 5 is here by deleted and replaced with the following:**

Swing Space Location	Return Date	Daily Liquidated Damages for the first 3 months after the Return Date	Daily Liquidated Damages for months 4 through 6 after the Return Date	Daily Liquidated Damages for months 7 and later after the Return Date
Floor 7	January 23, 2015 (Original Date was November 30, 2014 per LA 5)	\$1,000	\$1,250	\$1,350
Floor 8	April 30, 2015	\$1,000	\$1,250	\$1,350
Floor 9	April 30, 2015	\$1,000	\$1,250	\$1,350
Floor 18	November 30, 2014	\$305	\$380	\$410

Due to the delay of the issuance of the PHASE 1 Notice to Proceed due to the Government Closure, the

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schedule was delayed by 71 days. Therefore, liquidated damages in the amount of \$250,710.00 are hereby accepted by the Government and will be paid via Lump Sum assuming the 7<sup>th</sup> floor is returned on January 23, 2015 and the 8<sup>th</sup>, 9<sup>th</sup> and 18<sup>th</sup> floors are returned on June 30, 2015. If the actual return dates turn out to be earlier than the assumed dates in the prior sentence, the liquidated damages would be reduced by the daily rates quoted in the above chart. Conversely, if the actual return dates turn out to be later than the assumed dates in the prior sentence, the liquidated damages would be increased by the daily rates quoted in the above chart.

III. **The Government and Lessor further agree for the return of Level 7 to be January 23, 2015.**

IV. **TBD Cost Category Resolution:**

Per Lease Amendment No. 5, Paragraph 32, and as revised subsequently under Lease Amendment No. 6 and Lease Amendment No. 11, final allocation of shell costs and Tenant Improvement Costs that remain were to be resolved and agreed to by the use of the best efforts of the team on a final allocation of all such disputed costs. As of October 24, 2014, these costs were reviewed by both parties and it has been negotiated and agreed that the total amount of NTE \$1,355,393.00 is the responsibility of the Government and will be paid via Lump Sum Payment. The remaining amount of the TBD Cost Category in the amount of NTE \$1,355,393.00 will be the responsibility of the lessor.

Upon completion, inspection, and acceptance of the construction, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,355,393.00. 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](http://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 15<sup>th</sup> Street SW  
 Auburn, WA 98001  
[james.coffelt@gsa.gov](mailto: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 #0029096

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

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contract is made.

- V. Lessor and Government agree that all project allowances as indicated in Attachment 4 to Lease Amendment No. 5 and Attachment 4.1 in Lease Amendment No. 11 have been fully expended. Both parties further agree that these allowances have been finalized and no additional allowance funds are available.
- VI. Lessor and Government agree that the following Change Orders are the Lessor's cost responsibility. They are COP #124, 125, 146, 156, 160, 161, 162, and 163.
- VII. This LA represents the Notice to Proceed (NTP) for Change Orders 164, 165, 166, and 167 in the amount not to exceed of **\$16,146.30**. 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 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 **\$3,561,905.07** have been previously approved. In addition to the following change orders, the revised total LUMP SUM PAYMENT is now **\$3,578,051.37**.

TI Pricing/ CO#	Description	Amount	Approved via LA #
164	Added HVAC Trainers to L13	██████████	17
165	Relocate Server Electrical Feeder conduit	██████████	17
166	Added Floor boxes for typical floors at Reception Area	██████████	17
167	Added circuit to heat trace for Rooftop Mechanical Systems	██████████	17
<b>SUBTOTAL</b>		<b>\$16,146.30</b>	
<b>Total Lump Sum Payment:</b>		<b>\$3,578,051.37</b>	

Upon execution of this Lease Amendment, the Government hereby orders a total of **\$16,146.30** for above change orders to be paid via lump sum.

Upon completion, inspection, and acceptance of the construction, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$16,146.30**. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

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Or online at: [www.finance.gsa.gov](http://www.finance.gsa.gov)

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

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General Services Administration

Attn: James A. Coffelt

PBS, 10PRAA

400 15<sup>th</sup> Street SW

Auburn, WA 98001

[james.coffelt@gsa.gov](mailto: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 #0028091

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

VIII. 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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