

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u> 9 </u>
	TO LEASE NO. GS-10B-07038
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 on 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) Nine (9) 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 7.1 and 8 in the amount not to exceed of \$5,106.29. 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

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 H. _____
 Title: Senior Vice President
 Entity Name: Washington Real Estate Holdings, LLC
 Authorized Agent for WH Park Place LLC
 Date: February 20, 2014

FOR THE GOVERNMENT:

Signature: _____
 Name: James A. Carter
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 2/20/14

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: February 20, 2014

the Government.

TI Pricing/ CO#	Description	Amount	Status	Approved via LA #
TI Overage	TI costs exceeding the TIA	\$3,000,000.00	Approved	LA #6
Change Order 2	N200 Add key drop box	████████	Approved	LA #7
Change Order 6	N206 Remove Roller Cage	████████	Approved	LA #7
Change Order 34	CREDIT- Deleting DW1,2,3,4 wall covering	████████	Approved	LA #7
Change Order 38	Missed AVE connections by MAP	████████	Approved	LA #7
SUBTOTAL		(\$3,792.58)	CREDIT	
Change Order 3	N202 add data/electrical for TV	████████		LA #8
Change Order 4	N204 change room 10304 to a meeting room	████████		LA #8
Change Order 5	N205 Reconfig of cubes to office	████████		LA #8
Change Order 10	Reuse casework at 21 level	████████		LA #8
SUBTOTAL		\$21,303.15		
Change Order 7.1	A&E fees for cancelled CO007	████████		LA #9
Change Order 8	Misc DVL changes and 100% CD comments	████████		LA #9
SUBTOTAL		\$5,106.29		
Total Lump Sum Payment:		\$3,022,616.86		

Upon execution of this Lease Amendment, the Government hereby orders a total of **\$3,022,616.86** 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 **\$3,022,616.86**. 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

INITIALS:  LESSOR &  GOVT

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 & OC
LESSOR GOVT