

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

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) Ten (10) 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 12-15, 23, 28, 29, 33, 42, 47, 48, 51, 53, 57, 65 and 67 in the amount not to exceed of ~~\$52,307,425~~. 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.

YH/GR

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 Ho
Title: Senior Vice President
Entity Name: Washington Real Estate Holdings, LLC
Authorized Agent for WH Park Place LLC
Date: March 31, 2014

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: 4/3/14

WITNESSED FOR

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

Change Order 57	Conduit in lieu of Cable tray			LA #10
Change Order 65	CID Hardware revisions Lvl 17			LA #10
Change Order 67	██████████ Lvl 17			LA #10
SUBTOTAL			\$52,307.42 ⁵	
Total Lump Sum Payment:			\$3,074,924.28 ³¹	

Upon execution of this Lease Amendment, the Government hereby orders a total of \$3,074,924.28 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 \$3,074,924.28. 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: PH LESSOR & AW GOV'T