

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u> 22 </u>
	TO LEASE NO. GS-10B-07038
LEASE AMENDMENT	
ADDRESS OF PREMISES PARK PLACE BUILDING 1200 6 TH AVENUE SEATTLE, WA 98101	PDN: PS0032345

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 reconciling final project items.

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) Twenty Two (22) is to reconcile final project items.

- I. **Closeout of final project items:** All tenant improvements and change order work has been completed to the satisfaction of the Government other than what is noted on the attached Full Building 1204 form (See attached exhibit). All work is now considered to be under warranty and any issues will be addressed by the Property Management Team.

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 _____
 Title: Senior _____
 Entity Name: Washington Real Estate Holdings, LLC
 Authorized Agent for WH Park Place LLC
 Date: 8-13-15

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 8/13/15

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: 8/13/15

II. Liquidated damages per Lease Amendment 16

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	November 30, 2014 (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 schedule was delayed by 72 days. Therefore, liquidated damages in the NTE amount of **\$ 240,970.00** are hereby accepted by the Government and will be paid via Lump Sum. All swing space has been returned to the lessor and this payment represents the full and final cost to the government for liquidated damages.

INITIALS:  LESSOR &  GOV'T

Lessor and the Government shall be deemed to have released the other, as of the date of such mutual execution, of and from any and all claims, demands for relief, remedies, or equitable adjustments, known and unknown, of any nature or description whatsoever, legal or equitable, which relate directly or indirectly to this Lease (GS-10B-07038) related to liquidated damages, as agreed above, originating prior to such date of mutual execution, including any claim for interest or payment of attorney's fees under the Equal Access To Justice Act, 5U.S.C. 504, and all other costs.

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 #PS0032345

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

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

INITIALS: PH & AW
LESSOR GOV'T