GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT No. _12_

TO LEASE NO. GS-1OB-07038

PDN Number: PS0028091

ADDRESS OF PREMISES
PARK PLACE BUILDING
1200 6TH 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, upon Government execution, as follows:

The purpose of this Lease Agreement (LA) Twelve (12) 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 26.1, 27, 31, 37, 39, 52.1, 64, 68.1, 75, 76.1, 77-80, 81, 82, 88, 90.1, 91, 94, 101 and 118 in the amount not to exceed of $91,615.80. 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

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: [redacted]
Name: Tim Holub
Title: Senior Vice President
Entity Name: Washington Real Estate Holdings, LLC
Authorized Agent for WH Park Place LLC
Date: 6-17-14

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Lease Contracting Officer
Title: GSA, Public Buildings Service
Date: 6-24-14

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: [redacted]
Title: [redacted]
Date: [redacted]

Lease Amendment Form 09/12
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 $3,074,924.28 have been previously approved. In addition to the following change orders, the revised LUMP SUM PAYMENT is now $3,166,540.08.

<table>
<thead>
<tr>
<th>TI Pricing/ CO#</th>
<th>Description</th>
<th>Amount</th>
<th>Approved via LA #</th>
</tr>
</thead>
<tbody>
<tr>
<td>CO 26.1</td>
<td>CREDIT - L1 Grill at parking garage</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 27</td>
<td>TV on plan w/no elec and AV</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 31</td>
<td>Add elec. Outlet at fitness center S. wall</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 37</td>
<td>Water cooler circuits L19 and L20</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 39</td>
<td>Soffits at pantries to accom. Low waste lines</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 52.1</td>
<td>Electrical Revs.</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>CO 64</td>
<td>Dive Locker fixtures</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>CO 68.1</td>
<td>Microwave Casework changes</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 75</td>
<td>Ceiling raised at 1007</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 76.1</td>
<td>L16 vent line conflict to L17</td>
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<td>12</td>
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<tr>
<td>CO 77</td>
<td>L1 duct heater revision</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 78</td>
<td>Move switch for rolling door at grab and go</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 79</td>
<td>L14 plumbing conflict/add framing and GWB</td>
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<td>12</td>
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<tr>
<td>CO 80</td>
<td>Paint exposed conduit at base of exterior window wall in Fitness center</td>
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<td>12</td>
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<tr>
<td>CO 81</td>
<td>L1 Framing and GWB</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 82</td>
<td>Punch list item/electrical service to L21 reception desk</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 88</td>
<td>L1 exhaust interlock and programming</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 90.1</td>
<td>Install L13 and pathways</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 91</td>
<td>New Generator power/gear</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>CO 94</td>
<td>Concrete curb and topping slab at generator air intake and fuel fill</td>
<td></td>
<td>12</td>
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<tr>
<td>CO 101</td>
<td>L16 Grab and go install ancillary items</td>
<td></td>
<td>12</td>
</tr>
</tbody>
</table>
Upon execution of this Lease Amendment, the Government hereby orders a total of $3,166,540.08 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 $3,166,540.08. 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:  
LESSOR &  
GOV'T