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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. <u> 19 </u> |
| | TO LEASE NO. GS-10B-07038 |
| ADDRESS OF PREMISES PARK PLACE BUILDING 1200 6 TH AVENUE SEATTLE, WA 98101 | PDN: 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 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) Nineteen (19) 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 173, 178, 181, 182 in the amount not to exceed of **\$19,381.26**. 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

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
 Entity Name: Washington Real Estate Holdings, LLC
 Authorized Agent for WH Park Place LLC
 Date: 5/14/2015

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 GSA, Public Buildings Service, _____
 Date: 5/14/15

WITNESSE

Signature: _____
 Name: _____
 Title: _____
 Date: 5/14/2015

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 **\$3,607,237.91** have been previously approved. In addition to the following change orders, the revised total LUMP SUM PAYMENT is now **\$3,626,619.17**

| TI Pricing/ CO# | Description | Amount | Approved via LA # |
|------------------------------------|---|-----------------------|----------------------|
| CO #173 | L13 Server Requests CRAC Units (Design Only) | ██████████ | 19 |
| CO #178 | Additional HVAC 21608 | ██████████ | 19 |
| CO #181 | Handrail at L11 Computer Training Room | ██████████ | 19 |
| CO #182 | L11 Customer Support Wood Cap Laminate | ██████████ | 19 |
| SUBTOTAL | | \$19,381.26 | |
| Total Lump Sum Payment: | | \$3,626,619.17 | |

Upon execution of this Lease Amendment, the Government hereby orders a total of **\$19,381.26** for above change orders 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 **\$19,381.26**. 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:

INITIALS: JA & JAC
 LESSOR & GOV'T

- 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 & AK
LESSOR GOV'T