

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. <u>  2  </u>
	TO LEASE NO. GS-10B-07265
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES PARK PLACE BUILDING 1200 6 <sup>TH</sup> AVENUE SEATTLE, WA 98101	PDN Number: <u>  N/A  </u>

**THIS AGREEMENT**, made and entered into this date by and between WH PARK PLACE, LLC whose address is: WH PARK PLACE, LLC  
 c/o WASHINGTON HOLDINGS  
 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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, May 1, 2013, as follows:

**The purpose of this Lease Amendment (LA) Two (2) is to update the annual rent, confirm the Notice to Proceed for Tenant Improvements ("TI's") was issued, and update mutually agreed upon pricing.**

I. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following in lieu thereof:

This Lease Amendment contains 2 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: Sen  
 Entity Name: Washington Real Estate Holdings, LLC,  
Authorized Agent for WH Park Place LLC  
 Date: August 12, 2013

**FOR THE GOVERNMENT:**

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

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Leasing / Property Assistant  
 Date: August 12, 2013

I. (continued).

3. The Government shall pay the Lessor annual rent at the rate evidenced in the table below, per month in arrears. Rent for a lesser period shall be prorated.

	Annual Rent (yrs 1-4)	Monthly <sup>1</sup> (yrs 1-4)	Annual Rent (yrs 5-10)	Monthly <sup>1</sup> (yrs 5-10)
Shell Rental Rate	\$282,526.26	\$23,543.85	\$317,457.21	\$26,454.77
TI Rental Rate	\$52,021.31	\$4,335.11	\$52,021.31	\$4,335.11
*Base Operating Cost Rate	\$87,031.35	\$7,252.61	\$87,031.35	\$7,252.61
<b>Full Service Rent</b>	<b>\$421,578.92</b>	<b>\$35,131.57</b>	<b>\$456,509.87</b>	<b>\$38,042.49</b>

<sup>1</sup>Monthly rental amounts are rounded to two decimal places.

\*The Base Operating Cost Rate was set on September 2, 2011, which remains unchanged and shall be effective as of May 1, 2013; the first annual CPI adjustment will occur on May 1, 2014.

#### NOTICE TO PROCEED

- II. In separate correspondence dated July 26, 2013, the Government issued a Notice to Proceed for "Package I" in the amount of \$14,172,794.00, which included costs in excess of the Tenant Improvement Allowance in the lease.

Tenant Improvement Allowance funds in the amount of \$520,213.12 will be amortized over the firm term of the Lease in accordance with SF2, Paragraph 19, as amended in Supplemental Lease Agreement (SLA) No. 5, of Lease GS-10B-07038, as memorialized to this lease under Supplemental Lease Agreement (SLA) No. 1.

Completion of construction of the final phase of Package I shall occur on or about July 25, 2014, unless changed by mutual consent of both parties. In accordance with Paragraph 19, of SLA No. 5, to Lease GS-10B-07038, both parties further agree to resolve the detailed construction schedule, submitted by the Lessor on August 2, 2013, by August 31, 2013.

- III. The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS: PK & AK  
LESSOR & GOV'T