

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. <u>6</u>
	TO LEASE NO. GS-10B-07038
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES PARK PLACE BUILDING 1200 6 <sup>TH</sup> AVENUE SEATTLE, WA 98101	PDN Number: <u>PS0026754</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, July 26, 2013, as follows:

The purpose of this Lease Amendment (LA) Six (6) is to confirm the Notice to Proceed for Tenant Improvements ("TI's") was issued, provide billing instructions to the Lessor for the lump sum payment, and update mutually agreed upon pricing.

**NOTICE TO PROCEED**

I. 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.

This Lease Amendment contains 4 pages, including attachments.

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: SAMUEL N. COOPER  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 8/13/13

**WITNESSED FOR:**

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

I. (continued) Tenant Improvement Allowance funds in the amount of \$10,652,580.88 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.

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, both parties further agree to resolve the detailed construction schedule, submitted by the Lessor on August 2, 2013, by August 31, 2013.

II. The Government hereby orders the balance of \$3,000,000.00 to be paid via lump sum. Upon completion, inspection, and acceptance of construction, the Government shall reimburse the Lessor lump sum payment in the amount of \$3,000,000.00 based on approved invoices for such work, by the Government.

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](http://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 # PS0026754

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.

IV. Attachment 4 to SLA No. 5 is hereby deleted in its entirety and replaced with an updated Attachment 4, dated 7/11/2013, attached hereto. The updated pricing in Attachment 4 has been mutually approved and the Government has determined it to be fair and reasonable in accordance with the terms and conditions of the lease.

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

INITIALS: JA & JAC  
LESSOR GOVT