

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-10B-07038	DATE Aug 4, 2011	PAGE 1 of 2
ADDRESS OF PREMISES Park Place Building, 1200 6 th Avenue, Seattle WA 98101			WA7321

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 to (1) amortize the Government's portion of the enhanced commissioning costs for LEED Commercial Interiors (CI) into the shell rent over the term of the lease, and (2) add an additional \$3,185,000 in Tenant Improvement Costs to be amortized over the term of the lease at 9.5%.

The Lessor agrees to contract with a consultant LEED CI enhanced commissioning services for up to a platinum level of certification for the buildout of [redacted] space. The Government shall determine the level of LEED certification required and agrees to provide the Lessor with sufficient documentation to allow the Lessor to direct the activities of the consultant accordingly. The Government holds full responsibility for level of certification received. Lessor shall have no liability for the level of certification obtained at the completion of the project. The costs for the LEED CI enhanced commissioning contract will be amortized in the lease into the shell rent at 9.5% over the term of the lease. The total contract cost is \$225,280. The cost to be amortized is \$178,921.00. The Lessor agrees to pay \$46,359.00 towards the enhanced commissioning costs.

Therefore, Paragraph 3 is deleted in its entirety and replaced with the same numbered paragraph in lieu thereof.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 1, 2011, as follows:

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 (yrs 1-4)	Annual Rent (yrs 5-10)	Monthly (yrs 5-10)
Shell Rental Rate	\$4,272,408.00	\$356,034.00	\$4,780,752.00	\$398,396.00
TI Rental Rate	\$1,247,083.44	\$103,923.62	\$1,247,083.44	\$103,923.62
*Base Operating Cost Rate	\$1,266,680.00	\$105,556.67	\$1,266,680.00	\$105,556.67
Full Service Rent	\$6,786,171.44	\$565,514.29	\$7,294,515.44	\$607,876.29

*Subject to CPI.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE [redacted]	NAME OF SIGNER Tim Holt, Senior Vice President
ADDRESS 600 University Street, Seattle, WA 98101	


IN PRESENCE OF	
SIGNATURE [redacted]	NAME OF SIGNER Zina Wilson
ADDRESS [redacted] Suite 2820, Seattle, WA 98101	

UNITED STATES OF AMERICA	
[redacted]	NAME OF SIGNER TERRIA HEINLEIN
[redacted]	OFFICIAL TITLE CONTRACTING OFFICER

Rent checks shall be payable to:

WH Park Place LLC
Dept #34167
PO Box 39000
San Francisco, CA 94139

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

INITIALS:  LESSOR
GOVT