

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-10B-07038	DATE 6/6/2013	PAGE 1 of 3
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 WH PARK PLACE LLC
C/O WASHINGTON HOLDINGS
600 UNIVERSITY STREET, SUITE 2820
SEATTLE, WA 98101

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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 confirm the commencement date of the Lease, to confirm the area of the premises, floors being occupied, to address swing space, and to address payment of additional tenant improvement costs. Therefore, Paragraphs 1, 2, 3, 19, and 25 are deleted in their entirety and replaced with the same numbered paragraphs in lieu thereof, and new Paragraphs 31 and 32 are added.

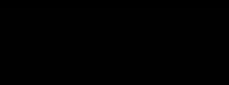

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 1, 2012, as follows:


1. The Lessor hereby leases to the Government the following described premises: 172,320 rentable square feet (RSF) yielding approximately 155,738 ABOA square feet and related space located on a portion of Floor One (1), a portion of Floor Two (2), a portion of Floor Five (5), Floors Ten (10) through Fifteen (15), Floor Seventeen (17), a portion of Floor Eighteen (18), and Floors Nineteen (19) through Twenty-one (21), with additional space depicted on Attachment 1 hereto which is located in the loading area, and additional space depicted on Attachment 2 hereto which is located on level P-1 of the parking garage, at the Park Place Building, 1200 Sixth Avenue, Seattle, WA 98101-5300. Twenty-seven (27) onsite, interior, secured Parking spaces and bicycle parking for forty (40) bicycles are included at no cost to the Government and with no escalation over the term of the lease. Such Premises to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION that are consistent with uses currently located in the Building or those which are consistent with uses found in other first class office buildings in downtown Seattle.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a 10 year firm term beginning on the Commencement Date defined below. As used herein, the "Commencement Date" shall be the earlier to occur of (i) May 1, 2015, or (ii) the date when Lessor certifies to the Government that Lessor has spent the entire Tenant Improvement Allowance on Tenant Improvements for which the Government has issued a Notice to Proceed and Lessor has completed work thereon (including the additional Tenant Improvement Costs described in SLA No. 3 to this Lease). The Commencement Date shall be moved day-for-day for each day of delay caused by Lessor or a third party (except for Government-controlled third parties) or otherwise not caused by the Government, it being agreed that any delay due to the Government's lack of funding for the Tenant Improvements shall be considered a delay "caused by the Government" for purposes of this clause. Notwithstanding anything to the contrary elsewhere herein or in the Lease, including without limitation Paragraph 12 of GSA Form 3517B, the Government shall commence paying rent as to the entire Premises pursuant to revised Paragraph 3 below on the Commencement Date.

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

LESSOR	
SIGNATURE 	NAME OF SIGNER Tim Holt
ADDRESS 	, Street, Suite 2820, Seattle WA 98101

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Zing D. Wilson
ADDRESS 	University Street, Suite 2820, Seattle WA 98101

UNITED STATES OF AMERICA	
S 	NAME OF SIGNER JAMES A. COFFERT
A P	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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

*The Base Operating Cost Rate above will remain in effect on the Commencement Date, but will thereafter be subject to annual CPI increases on each anniversary of the Commencement Date.


19. **Tenant Improvement Allowance:**


(a) Lessor shall construct the Tenant Improvements in five (5) phases (each, a "Phase"), as shown in the schedule attached hereto as Attachment 3. The projected dates on which construction of the Tenant Improvements as to each Phase is to commence and be Substantially Completed, along with moving dates, are set forth in Attachment 3. Any subsequent changes to such schedule shall require mutual approval, which shall be memorialized in a subsequent Supplemental Lease Agreement.

(b) The maximum Tenant Improvement Allowance has been established by Paragraph 1.11 of SFO 7WA2041, "TENANT IMPROVEMENTS INCLUDED IN OFFER." The Tenant Improvement Allowance of \$48.32 per ANSI/BOMA Office Area square foot shall be amortized over the ten (10) year firm term of the Lease at an interest rate (amortization rate) of 0% per year. The parties acknowledge that, due to the additional Tenant Improvement Allowance amounts described in SLA No. 3 to this Lease, the Prospectus Limitation has been reached with respect to the total Tenant Improvement Allowance to be provided to the Government under this Lease, and that the TI Rental Rate in the table included in revised Paragraph 3 above reflects the Government's repayment to the Lessor of such total Tenant Improvement Allowance. In the event any portion of the total Tenant Improvement Allowance remains unspent or uncommitted (i.e., not earmarked for expenditure pursuant to an issued Notice to Proceed) as of May 1, 2015 (the "Unspent Allowance Portion"), Lessor shall not be required to spend the Unspent Allowance Portion, and the TI Rental Rate amounts provided in the table included in revised Paragraph 3 above shall be adjusted (reduced) by the Unspent Allowance Portion, amortized over the ten (10) year firm term of the Lease at 9.5% as to the first \$3,185,000 of the Unspent Allowance Portion, and at 0% as to any additional Unspent Allowance Portion. In the event of any conflict between the provisions of this revised Paragraph 19 and Paragraph 1.12 of SFO 7WA2041, "Tenant Improvements Rental Adjustment," the terms of this revised Paragraph 19 shall control.

25. Lessor shall provide the following spaces for the Government's temporary use and occupancy as swing space from and after the issuance of a Notice to Proceed for Phases I and II of the Tenant Improvements (as such Phases are described in Paragraph 31 below) and during the construction of the Tenant Improvements: (i) approximately 15,686 RSF on Floor 7 (the "Floor 7 Swing Space"); (ii) approximately 15,686 RSF on Floor 8 (the "Floor 8 Swing Space"); approximately 15,686 RSF on Floor 9 (the "Floor 9 Swing Space"); and (iv) approximately 4,778 RSF on Floor 18 (the "Floor 18 Swing Space," and, collectively with the Floor 7 Swing Space, the Floor 8 Swing Space, and the Floor 9 Swing Space, the "Swing Space"). No additional swing space shall be provided. Use of the Swing Space shall be at no cost to the Government until the Return Dates as to each portion of the Swing Space set forth below. If the Government continues to occupy any portion of the Swing Space after the applicable Return Date as to such Swing Space for any reason other than a delays caused by Lessor or a third party (except for Government-controlled third parties) or otherwise not caused by the Government (i.e., the Return Dates set forth in the table below shall be extended day-for-day for each day of delay caused by Lessor or a third party [except for Government-controlled third parties] or otherwise not caused by the Government, it being agreed that any delay due to the Government's lack of funding for the Tenant Improvements shall be considered a delay "caused by the Government" for purposes of this clause), the Government shall pay as "Liquidated Damages" the daily amount for each floor (or portion thereof) used or occupied by the Government as shown below for each day after the applicable Return Date as to such floor until the date on which the Government vacates and surrenders possession of the entire floor to Lessor. The Government shall not be deemed to have vacated and surrendered possession of a particular floor of Swing Space until it has vacated and surrendered possession of the entire floor, provided that the parties may subsequently agree that the Government can return less than a full floor of Swing Space at a time. Paragraph 3.13 of SFO 7WA2041, "Liquidated Damages," is hereby deleted in its entirety.

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 Lessor


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Swing Space Location	Return Date	Daily Liquidated Damages for the First 3 months after the Return Date	Daily Liquidated Damages for months 4 through 6 after the Return Date	Daily Liquidated Damages for months 7 and later after the Return Date
Floor 7	November 30, 2014	\$1,000	\$1,250	\$1,350
Floor 8	April 30, 2015	\$1,000	\$1,250	\$1,350
Floor 9	April 30, 2015	\$1,000	\$1,250	\$1,350
Floor 18	November 30, 2014	\$305	\$380	\$410

31. After Beneficial Occupancy of each portion of the Premises covered by a Phase, the Government shall pay to Lessor, upon receipt of proper invoice and acceptance by the Government, the additional Tenant Improvement Costs above the Tenant Improvement Allowance allocable to that Phase (the "Excess TI Costs") via lump sum in the manner set forth in Paragraph 23 of GSA Form 3517B. After Beneficial Occupancy as to the final Phase, The Government shall pay to Lessor all then-unpaid Excess TI Costs via lump sum in the manner set forth in Paragraph 23 of GSA Form 3517B.
32. As to each Phase, the final allocation of Shell Costs and Tenant Improvement Costs that remain in dispute (i.e., costs not currently agreed-on by the parties as Shell Costs or Tenant Improvement Costs, respectively) are set forth in Attachment 4 in the right hand column labeled "TBD". The parties agree to use best efforts to agree on a final allocation of all such disputed costs as soon as reasonably possible, which shall be memorialized in a subsequent Supplemental Lease Agreement. If the parties are unable to agree on such disputed costs, the matter shall be resolved pursuant to the dispute resolution procedures in the Lease. Upon mutual execution hereof, and except with respect to the disputed Shell Costs/Tenant Improvement Costs described above, Lessor and the Government shall be deemed to have released the other, as of the date of such mutual execution, of and from any and all claims, demands for relief, remedies, or equitable adjustments, known and unknown, of any nature or description whatsoever, legal or equitable, which relate directly or indirectly to this Lease (GS-10B-07038) originating prior to such date of mutual execution, including any claim for interest or payment of attorney's fees under the Equal Access To Justice Act, 5U.S.C. 504, and all other costs.

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

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