

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-10B-07265	DATE 6/6/2013	PAGE 1 of 2
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ADDRESS OF PREMISES
Park Place Building, 1200 6th 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

ORIGINAL

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 location of the premises, to confirm the commencement date of the Lease, and to address payment of additional tenant improvement costs. Therefore, Paragraphs 1, 2, and 3 are deleted in their entirety and replaced with the same numbered paragraphs in lieu thereof. Paragraphs 14 and 15 are hereby 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:

- The Lessor hereby leases to the Government the following described premises: 11,841 rentable square feet ("RSF") yielding approximately 10,766 ABOA square feet located on a portion of Floor 16 and a portion of Floor 18 in the Park Place Building, 1200 Sixth Avenue, Seattle, Washington 98101- 5300, 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.
- TO HAVE AND TO HOLD the said premises with their appurtenances for a 10 year firm term beginning on May 1, 2013 through April 30, 2023, subject to termination and renewal rights as may be hereinafter set forth.
- 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	\$282,526.26	\$23,543.85	\$317,457.21	\$26,454.77
TI Rental Rate	\$51,981.99	\$4,331.83	\$51,981.99	\$4,331.83
*Base Operating Cost Rate	\$87,031.35	\$7,252.61	\$87,031.35	\$7,252.61
Full Service Rent	\$421,539.60	\$35,128.29	\$456,470.55	\$38,039.21

*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.

All applicable terms and conditions of Lease GS-10B-07038, including without limitation Paragraphs 4 & 5 (previously deleted), and 6 through 28 & 30 to include any revised paragraphs and new Paragraphs 31 and 32 of SLA No. 5 thereto, shall apply to this Lease, and are incorporated into this Lease by reference. Specific paragraphs added to this lease shall override similarly numbered paragraphs in lease GS-10B-07038. Continued on Page 2.

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
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ADDRESS
600 University Street, Suite 2820, Seattle WA 98101

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Zina D. Wilson
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ADDRESS
600 University Street, Suite 2820, Seattle WA 98101

UNITED STATES OF AMERICA

	NAME OF SIGNER JAMES A. CHEFELT
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

Paragraph 14. Tax Adjustment: Pursuant to Paragraph 3.5, Tax Adjustment (Sep 2000) of lease GS-10B-07038, incorporated by reference, for purposes of tax escalation, the Government occupies 11,841/314,594 rentable square feet (3.7639%). For the purposes of this lease the negotiated fully-assessed tax base for the Government occupied space is hereby established as \$26,168.61 (\$2.21/RSF).

Paragraph 15. Operating Cost: Pursuant to Paragraph 3.7, "Operating Cost (Sep 2000) of lease GS-10B-07038, incorporated by reference, the base rate for purposes of operating cost escalation is established at \$87,031.35 per annum. The base year and month is May 2013, the first annual CPI adjustment will occur on May 1, 2014.

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



Lessor Gov't
GSA FORM 276 (REV 8/2006)