

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-10B-07038	DATE 09-27-2010	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 reflect a change in floors being occupied, a revised rent structure, a revised lease commencement date, a revised commission credit, and change the name of the ownership. Therefore, Paragraphs 1, 2, 3 and 29 are deleted in their entirety and replaced with the same numbered paragraphs in lieu thereof. Paragraph 7 is amended as follows. Paragraph 30 is added.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 1, 2010, as follows:


1. The Lessor hereby leases to the Government the following described premises: 172,320 rentable square feet (RSF), yielding 155,738 ANSI/BOMA Office Area square feet and related space located on floors One (1), Ten (10) through Twenty-One (21), with additional space located in the loading area and level P-1 of the parking garage (final configuration of the Government leased space shall be identified on the Proposed Stack Plan), at the Park Place Building, 1200 Sixth Avenue, Seattle, WA 98101-5300, together with twenty-seven (27) onsite, interior, secured Parking spaces and bicycle parking for forty (40) bicycles as depicted on the Proposed Stack Plan, at no cost to the Government and with no escalation over the term of the lease 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 May 1, 2012 through April 30, 2022. Lease commencement date will be determined subject to beneficial occupancy as determined by the Government.

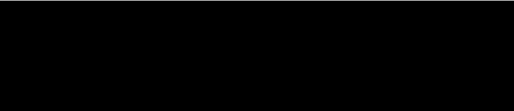
All other terms and conditions remain in full force and effect.

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
ADDRESS 600 University Street, Suite 2820, Seattle, WA 98101	

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

UNITED STATES OF AMERICA	
	NAME OF SIGNER TERRIA HEINLEIN
Oct 7, 2010	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	\$4,244,626.00	\$353,718.83	\$4,752,970.00	\$396,080.83
TI Rental Rate	\$752,526.00	\$62,710.50	\$752,526.00	\$62,710.50
*Base Operating Cost Rate	\$1,266,680.00	\$105,556.67	\$1,266,680.00	\$105,556.67
Full Service Rent	\$6,263,832.00	\$521,986.00	\$6,772,176.00	\$564,348.00

*Subject to CPI.

Rent checks shall be payable to: WH Park Place LLC
Dept #34167
PO Box 39000
San Francisco, CA 94139

7. The following are attached and made a part hereof:

GSA Form 3518 (Rev. 1/07), 7 pages, signed by WH Park Place LLC
SF 3881 (ACH) 1 page.

29. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] per Rentable Square Foot of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$521,986.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$521,986.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

30. Lessor has agreed to amortize at 9.5% the actual costs of ceiling replacement driven by the Government which will be determined at the end of the build out and set forth in a Supplemental Lease Agreement.

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

INITIALS:  LESSOR
GOVT