

**FIRST AMENDMENT TO
CONFERENCE AND EVENT CENTER MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE CONFERENCE AND EVENT CENTER MANAGEMENT AGREEMENT (the "Amendment") is made as of this ____ day of _____ 2014 between the Port of Seattle, a Washington municipal corporation ("Port"), and Columbia Hospitality, Inc., a Washington corporation ("Manager").

WHEREAS, the Port and CHI executed that certain Conference and Event Center Management Agreement dated April 4, 2012 for the management of certain conference and event centers owned by the Port ("the Agreement"); and

WHEREAS, the Port wishes to expand the World Trade Center Seattle and to provide additional funding in the Capital Reserve Account to permit the Manager to improve and furnish the additional area;

Now therefore, the parties agree as follows:

1. Revision to Definition of World Trade Center Seattle. On the effective date of this Amendment, the definition of the term "World Trade Center Seattle" in Section 1.34 is hereby deleted in its entirety and replaced with the following:

1.34 World Trade Center Seattle. "World Trade Center Seattle" shall mean that portion of Port of Seattle's World Trade Center West building located at 2200 Alaskan Way, Seattle, Washington depicted on Exhibit A-6a. World Trade Center Seattle also includes the parking garage located in the basement of the World Trade Center West building as depicted on A-7.

2. Deletion of Exhibit A-6. On the effective date of this Amendment, Exhibit A-6 is hereby deleted in its entirety and replaced with Exhibit A-6a.

3. Increase to Capital Reserve Account. In order to permit Manager to improve and furnish the expanded World Trade Center Seattle, the Port will credit the Capital Reserve Account with an additional Eighty Thousand Dollars and No Cents (\$80,000.00). The additional dollar amounts shall be subject to prior Port authorization as set forth in Section 9.4.4 of the Agreement, and the performance of any work using these amounts shall otherwise be subject to all of the terms and conditions of the Agreement.

4. Exhibit. Exhibit A-6a is attached to this Amendment after the signatures and by this reference incorporated herein.

5. No Further Amendment. Except as expressly set forth in this Amendment, all of the other terms and conditions of the Agreement remain in full force and effect.

DATED as of the day and year first above written.

PORT OF SEATTLE, a Washington municipal corporation

By: _____
Its: _____

COLUMBIA HOSPITALITY, INC., a Washington corporation


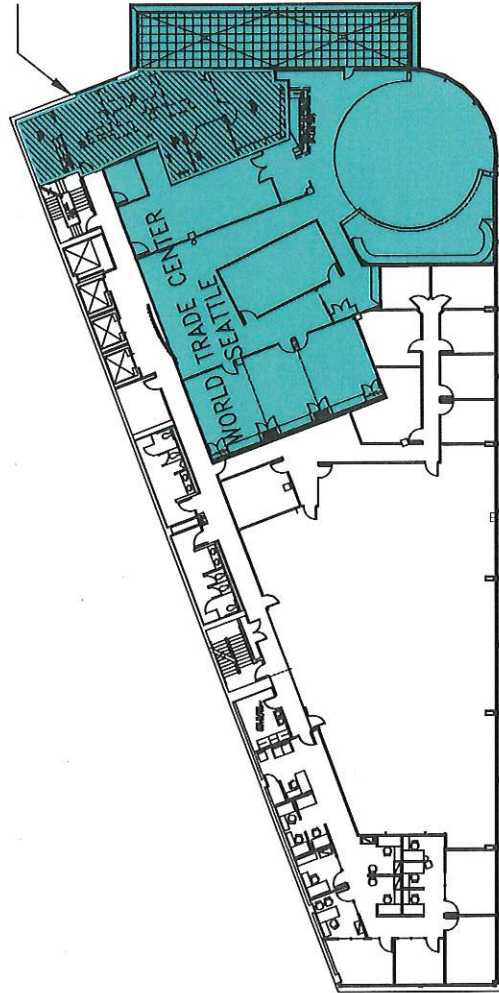
By:  _____
Its: CEO _____

EXHIBIT A-6a



1448 RSF
EXPANSION
SPACE



	Port of Seattle MARINE FACILITIES
	World Trade Center WORLD TRADE CENTER
	Floor 4 FLOOR 4
	RSF RSF
	Expansion Space EXPANSION SPACE