ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLES (this "Assignment") is entered into as of December 14, 2016, by and between 1927, 1931 AND 1935 2ND AVE LLC (f/k/a 1927 & 1935 2ND AVE LLC), 1921 2ND AVE LLC, 1919 2ND AVE LLC, and HOTEL CLARE LLC, each a Washington limited liability company (collectively, "Assignor"), and PACIFIC VIRGINIA LLC, a Delaware limited liability company ("Assignee"), who agree as follows:

1. Property. The "Property" means the real property located in King County, Washington, commonly known as 1919-1935 Second Avenue and legally described in Exhibit A attached to this Assignment, together with the building, structures and other improvements located thereon.

2. Contracts. "Contracts" means those architectural, engineering, design, and consulting agreements and similar agreements relating to the Property or the Future Redevelopment of the Property and listed on Exhibit B hereto.

3. Intangibles. "Intangibles" means, to the extent assignable by Assignor, all permits and approvals, as well as studies, surveys, warranties, guaranties, plans and specifications for the Improvements, plans and specifications (including schematic design documents and construction documents) and all permits and approvals related to any improvements proposed or previously proposed to be made by Seller on the Property, as well as any applications for any approvals with respect to the same, and other documents associated with the Property.

4. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee the entire right, title and interest of Assignor in and to the Contracts and the Intangibles.

5. Assumption. Assignee hereby assumes the covenants, agreements and obligations of Assignor under the Contracts which are applicable to the period and required to be performed from and after the date of this Assignment, but not otherwise. No person or entity other than Assignor shall be deemed a beneficiary of the provisions of this Section 5.

6. Indemnification. Assignor shall indemnify and hold harmless Assignee from and against all obligations of the Assignor under the Contracts to the extent such obligations were applicable to the period and required to be performed prior to the date of this Assignment. Assignee shall indemnify and hold harmless Assignor from and against all obligations assumed by the Assignee under the Contracts to the extent that such obligations are applicable to the period and required to be performed from and after the date of this Assignment. Notwithstanding anything to the contrary contained herein, Assignee acknowledges and agrees that Assignor shall have no obligations arising from or related to (i) that certain Floor Area Ratio (FAR) Transfer Agreement by and between Hotel Clare LLC and Viktoria Seattle LLC and/or (ii) any permits, easements, documents or agreements related to Assignor's planned hotel development relating to the Property.

7. Legal Expenses. If either party to this Assignment brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Assignment, or to recover damages for their breach, the prevailing party shall be entitled to recover its costs and expenses (including fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith including all such costs and expenses incurred: (a) in trial and appellate court proceedings, (b) in connection with any and all counterclaims asserted by one party to this Assignment against another whether or not such counterclaims arise out of or are otherwise related to this Assignment, (c) in bankruptcy or other insolvency proceedings, and (d) in post-judgment collection proceedings.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

9. Power and Authority. Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and that the individual signing this Assignment on behalf of such party is fully empowered and authorized to do so.

10. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of, which shall constitute one agreement, binding on all parties.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR(S):

1919 2ND AVE LLC,
1921 2ND AVE LLC,
1927, 1931 AND 1935 2ND AVE LLC, and
HOTEL CLARE LLC, each a Washington limited liability company

By: Columbia West Properties, Inc.,
a Washington corporation, their manager

By: _____
Name: Michelle Foreman-Barnet
Title: President

ASSIGNEE:

PACIFIC VIRGINIA LLC
a Delaware limited liability company

By: Pacific Virginia Holdings Corporation,
a Delaware corporation, its Member

By: _____
Joyce Yonce, Assistant Secretary

EXHIBIT A
LEGAL DESCRIPTION

LOTS 2, 3 AND 6, BLOCK 44, A. A. DENNY'S 6TH ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 99, IN KING COUNTY, WASHINGTON;

AND EXCEPT THE NORTHEASTERLY 12 FEET OF LOTS 2, 3 AND 6 HERETOFORE CONDEMNED FOR WIDENING OF 2ND AVENUE IN KING COUNTY SUPERIOR COURT CAUSE NO. 39151 AS PROVIDED BY ORDINANCE NO. 9311 OF THE CITY OF SEATTLE.

APN: 197720-0925-05, 197720-0926-04, 197720-0930-08, 197720-0945-01, 197720-0946-00

EXHIBIT B
CONTRACTS

Service Provider	Date of Contract	Nature of Services
Ankrom Moisan Associated Architects, Inc.	April 10, 2014	Architectural Services
DCI Engineers	January 2, 2014	Civil Engineering Services
DCI Engineers	March 23, 2014	Structural Engineering Services
RDH Building Services, Inc.	August 12, 2014	Building Enclosure Consulting Services
Robison Engineering, Inc.	April 28, 2014	MEP Design Services