

ADDRESS OF PREMISES Evergreen Business Park, Building X, 9930 Evergreen Way, Everett, WA 98204

THIS AGREEMENT, made and entered into this date by and between EBP Building X, LLC

whose address is 9930 Evergreen Way, Ste X-100
Everett, WA 98204-3889

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 memorialize the costs for Paragraph 1 c. of the settlement agreement as listed below. This is the remaining portion to be paid of the settlement agreement between the Lessor and the Government for delay costs. This will complete the Government's responsibility under this settlement agreement.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 20, 2013, as follows:

Lease Amendment #9 is prepared to memorialize the terms of the settlement agreement between the Lessor and the Government. This term is listed below.

1. The Parties shall enter into a Supplemental Lease Agreement ("SLA") to provide the following:

c. GSA and EBP Building agree that any further delays to delivery of the Leased space beyond the Revised Occupancy Date caused necessarily and exclusively by the government shall be calculated on a daily basis at the rate of \$285.62 per day ("Additional Delay"). GSA's obligation to reimburse EBP Building for such Additional Delay is contingent upon EBP Building notifying GSA within 10 days of the occurrence of such Additional Delay. To the extent the EBP Building does not notify GSA, such that the failure to notify GSA of the cause of the Additional Delay prevents GSA from taking action to mitigate the delay, EBP Building shall not be entitled to compensation for that Additional Delay.

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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE G

Signature: _____
Name: CHARLES MOHSENI
Title: MANAGER
Entity Name: EBP BLDGX LLC
Date: 03/22/2013

Signature: _____
Name: Terria Heinlein
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 4/2/13

WITNESS

Signature: _____
Name: MICHAEL MOHSENI
Title: MANAGER
Date: 03/22/2013

- c. -(Cont) After GSA issues the SLA establishing the actual lease term dates, GSA and EBP Building will, within 15 days of issuing the SLA establishing the actual lease term dates, determine if there are any days of Additional Delay for which EBP Building should be compensated. If it is determined that there are Additional Delay days for which EBP Building is to be compensated, at the rate set forth above, GSA will issue a separate SLA providing for payment of the Additional Delay days.

The amount stated below was calculated starting with the day after the Revised Occupancy Date of July 4, 2012 and through the day before the acceptance of space at beneficial occupancy which was October 18, 2012. Those dates were July 5, 2012 through October 17, 2012. This time period is 105 calendar days. There were 6 calendar days of delay by the lessor so they were subtracted from the 105 to leave the Government's responsibility at 99 calendar days. The 99 calendar days times the daily rate of \$285.62 = \$28,276.38.

Upon receipt of payment of \$28,276.38, Lessor releases the Government from any and all claims, equitable adjustments, or remedies, known or unknown which relate directly or indirectly to events or facts arising from and/or related to Lease GS-10B-07112 prior to the date of LA #9.

2. The Government shall reimburse the Lessor for this claim regarding section c above in a lump sum payment in the amount of \$28,276.38. The original invoice must be submitted electronically to (www.finance.gsa.gov) with a courtesy copy to the Contracting Officer and the GSA Finance Office at the following addresses:

Invoice Address:
General Services Administration
PBS Payment Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181

Courtesy Copy Address:
General Services Administration
Attn: Terria Heinlein, LCO
400 15th Street SW
Auburn, WA 98001-6599

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the lease
- Lease Contract Number, building address, and a description, price, and quantity of items delivered.
- GSA PDN# PS0024915

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

All other terms and conditions of the Lease shall remain in force and effect.

Lessor *OSM* /Gov't *JA*