

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-10B-07369 BLDG NO. WA8038
ADDRESS OF PREMISES 8115 BIRCH BAY SQUARE STREET SUITE 104 BLAINE, WA 98230-9803	PDN Number: PS0028879

THIS AMENDMENT is made and entered into between **NORTH AMERICA 6666 INVESTMENT, LLP**

whose address is: 8115 BIRCH BAY SQUARE STREET, SUITE 115
BLAINE, WA 98230-9803

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 establish the lease term commencement date, final measurement of the space, reconciliation of rent, and the commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 3, 2014, as follows:

The Lease Term Paragraph and Paragraphs 1.03, 1.04, 1.05, 1.06, 1.08, 1.15, and 7.02 are hereby deleted in their entirety and replaced below. Paragraphs 1.19 and 1.20 are hereby deleted in their entirety.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term September 3, 2014 – September 2, 2024 subject to termination and renewal rights as are hereinafter set forth.

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of this day of August, 2014.

FOR THE LESSOR: North America 6666 Investment, LLP **FOR THE GOVERNMENT:**

Signature: _____
Name: ADIN RILIC
Title: Authorized Signatory
Entity Name: NORTH AMERICA 6666 INVESTMENT
Date: AUG 29th 2014 (BIRCH BAY) LLP

Signature: _____
Name: _____
Title: _____
Date: _____
GSA, Public Buildings Service

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: RAYMOND CHOU
Title: OWNER ASSISTANT
Date: Aug 29th 2014

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	SEPTEMBER 3, 2014 – SEPTEMBER 2, 2019	SEPTEMBER 3, 2019 – SEPTEMBER 2, 2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$117,452.28	\$121,459.62
TENANT IMPROVEMENTS RENT ¹	\$69,039.73	\$0.00
OPERATING COSTS	\$57,661.17	\$57,661.17
PARKING ²	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$244,153.18	\$179,120.79

¹The Tenant Improvement Allowance of \$297,593.25 is amortized at a rate of 6 percent per annum over 5 years

²Parking costs described in Lease Paragraph 1.02 are included in the shell rent

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR. CCR recently replaced with SAM (www.sam.gov).

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the commission agreement signed between the two parties. Only [REDACTED] the Commission, will be payable to Jones Lang LaSalle Americas, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

INITIALS:


LESSOR

&


GOV'T

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

September 3, 2014 – October 2, 2014 Rental Payment [REDACTED] minus prorated Commission Credit of [REDACTED] equals \$13,428.42 adjusted rent.*

October 3, 2014 – November 2, 2014 Rental Payment [REDACTED] minus prorated Commission Credit of [REDACTED] equals \$13,428.43 adjusted rent.*

November 3, 2014 – December 2, 2014 Rental Payment [REDACTED] minus prorated Commission Credit of [REDACTED] equals \$13,428.43 adjusted rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration".

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after September 2, 2019 of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for [REDACTED] at the following rental rate(s):

	ANNUAL RENT	ANNUAL RENT
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE ORIGINAL LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	OPERATING COST BASIS SHALL CONTINUE FROM THE ORIGINAL LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

provided notice is given to the Lessor at least 120 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$297,593.25. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6 percent. The Government shall have the right to make lump sum payments for any or all TI work.

At the time of space acceptance, the Government confirms that TI Costs Exceeding the TIA Based on Approved TICS and Change Orders 1-24, in the amount of \$448,643.03, have been completed. The Lessor may now submit the invoice in the amount of \$448,643.03 per the invoicing instructions in Lease Paragraph 7.05 of Lease Amendment No. 2.

1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$57,661.17 per annum.

INITIALS: AK LESSOR & HB GOVT

7.02 ADDITIONAL INFORMATION – SHELL CONSTRUCTION REDUCTION

At the time of lease award the shell construction amount was estimated to be \$247,451.00. This amount amortized at 8.5 percent per annum over the 10 year lease term equates to \$368,164.59 and was included into the final negotiated shell rate. Should the final shell construction amount be less than \$247,451.00 an adjustment will be made to the shell rent. At the time of space acceptance the final shell construction amount was determined to be \$191,038.91 or \$284,233.09 when amortized at 8.5 percent per annual over the 10 year lease term. A total shell rent credit of \$83,931.50 has been applied to the 10 year lease term and is reflected in the table in Lease Paragraph 1.03

INITIALS: AK LESSOR & [Signature] GOV'T