

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-10P-LWA07451 WA8060ZZ
ADDRESS OF PREMISES 2200 S. 216 th Street Des Moines, WA 98198	PDN Number: n/a

THIS AMENDMENT is made and entered into between **Des Moines Creek Business Park Phase II, LLC**

whose address is: **900 SW 16th Street, Suite 330
Renton, WA 98057**

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 a settlement.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, **effective upon government execution**, as follows:

This Lease Amendment (LA) Number 5 is issued to memorialize a settlement of project costs, further identified below.

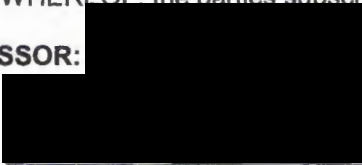
Therefore, Paragraph 7.14 is hereby added:

(Continued on Page 2)


This Lease Amendment contains 2 pages and Exhibit 5A, 1 page

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

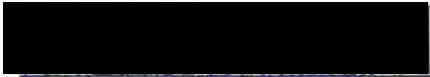
FOR THE LESSOR:

Signature: 
 Name: Bart Brynstad
 Title: Local Partner
 Entity Name: Des Moines Creek Business Park Phase II, LLC
 Date: 8-31-17

FOR THE GOVERNMENT:

Signature: 
 Name: JAMES A. ROBERTS
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 10/2/17

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Allison M. Warren
 Title: Asst. Development Manager
 Date: 8/31/17

7.14 SETTLEMENT OF PROJECT COSTS:

Upon complete execution of this Lease Amendment, Des Moines Creek Business Park Phase II shall be deemed to have released the Government from any and all claims, demands for relief, remedies, or equitable adjustments, known and unknown, of any nature or description whatsoever, legal or equitable, which relate directly or indirectly to any of the items identified as an "REA Item" on Exhibit 5A attached to this Lease Amendment and more fully described in the Lessor's Requests for Equitable Adjustment submitted the Government by letters dated May 16, 2016, November 28, 2016, December 5, 2016, December 14, 2016 and March 31, 2017, as well as any claim for interest or payment of attorney's fees under the Equal Access To Justice Act, 5U.S.C. 504, in relation to any such "REA Item".

As part of the foregoing settlement, the Government has agreed to amortize the amount of \$2,104,609.00, upon acceptance of the space and commencement of lease term, as additional rent over the full 20-year term of the lease at an agreed upon interest rate of 8%. The agreed amount of additional rent (annual rent to be paid monthly in arrears in addition to the annual rent currently set forth in Paragraph 1.03 the lease agreement) by the Government is \$211,245.52 per year payable in monthly installments of \$17,603.79, in arrears.

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

INITIALS:


LESSOR

&


GOVT