

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 a settlement agreement between the Lessor and the Government for delays and adjust the rental rate structure to cover the first 6 months of the lease in lieu of free rent .

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 4, 2012, as follows:

Lease Amendment #6 is prepared to memorialize the terms of the settlement agreement between the Lessor and the Government. These terms are listed below.

1. a. GSA shall pay and EBP Building shall accept a lump sum payment of \$45,022.12. This lump sum payment shall be for the period of delay from the Original Occupancy Date to the Revised Occupancy Date. Upon receipt of payment, GSA and EBP Building agree to sign and file with the CBCA a Joint Stipulation for Dismissal of CBCA No. 2438.

- b. Upon commencement of the Lease, following acceptance by GSA, GSA agrees to pay rent in arrears in the amount of \$14,357.31 per month for the first six months of the Lease in lieu of the free shell rent stated in the original Lease. Thereafter, rent shall be paid in accordance with the Lease terms.

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IN WITNESS _____ subscribed their names as of the below date.

FOR THE LESSOR

FOR THE GOVERNMENT

Signature: _____

Signature: _____

Name: CH [REDACTED]

Name: Terria Heinlein

Title: MANAGER

Title: Lease Contracting Officer

Entity Name: EBP BUILDWAY LLC

GSA, Public Buildings Service

Date: 12/11/12

Date: 12/13/12

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Heidi O'Connor

Title: Office Manager

Date: 12/11/12

- 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 that 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. 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.

2. The Government shall reimburse the Lessor for this claim in a lump sum payment in the amount of \$45,022.12. Any remaining additional delay will be reimbursed after commencement of the lease through a separate lease amendment (LA). 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

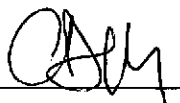
Courtesy Copy Address:
General Services Administration
Attn: Terria Heinlein, LCO
400 15th Street SW
Auburn, WA 98001-6599

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  /Gov't 