| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 5 | |
|---|---------------------------|--|
| LEASE AMENDMENT | TO LEASE NO. GS-10B-07380 | |
| ADDRESS OF PREMISES: 100 First Street Friday Harbor, WA 98250 | PDN Number: PS0029299 | |

THIS AGREEMENT, made and entered into this date by and between Friday Harbor Center, INC.

whose address is: 124 Blackberry Lane, Friday Harbor, WA 98250-8220

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 Beneficial Occupancy and rent commencement, restate the renewal option term, and reconcile the Tenant Improvements and lump sum payment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, <u>February 18, 2015</u>, as follows: The Lease Term Paragraph and Paragraphs 1.03, 1.06, and 7.04 are hereby deleted in their entirety and replaced below.

LEASE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term February 18, 2015-February 17, 2025; subject to renewal rights as are hereinafter set forth, to be used for such purposes as determined by GSA.

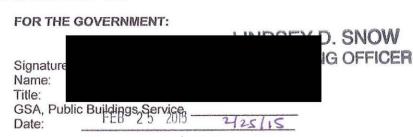
Continued on page 2

This Lease Amendment contains 3 pages and Exhibit F to Paragraph 7.04 (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 LE | ecop. | * |
|------------------------|----------|--------------|
| Signature: Name: | | |
| Title: Entity Name: | triday H | arbor Center |
| Date: | 2/24/11 | 5 |



WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:
Date:

2/24//5

1.03 RENT AND OTHER CONSIDERATION

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

| | 02/18/2015 - 02/17/2025 | | |
|-----------------------------------|-------------------------|--|--|
| Tenant Improvement Rent | \$32,385.08 | | |
| Building Specific Security | \$355.88 | | |
| Shell Rent | \$124,202.12 | | |
| Operating Costs | \$55,466.44 | | |
| Parking | \$0.00 | | |
| Total Annual Rent | \$212,409.52 | | |

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. 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,
- E. 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.
- F. 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";
 - 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.

1.06 RENEWAL RIGHTS:

This Lease may be renewed at the option of the Government for

| | OPTION TERM | |
|-------------------|--|--|
| | ANNUAL RATE/RSF | ANNUAL RATE / RSF |
| SHELL RENTAL RATE | | |
| OPERATING COSTS | OPERATING COST BASE SHALL REMAIN UTERM. OPTION TERM IS SUBJECT TO CO | INCHANGED FROM THE ORIGINAL LEASE DINTINUING 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 full force and effect during any renewal term.

NITIALS: LESSOR & GOVT

7.04 NOTICE TO PROCEED FOR TI COSTS OVER THE TENANT IMPROVEMENT ALLOWANCE

- A. The total Tenant Improvement Allowance (TIA) of \$222,437.53 is set forth in Paragraph 1.08. In LA 4, the Government ordered additional TIs in excess of the TIA and changes per the table below. The approved prices for all TI work include all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work. The total costs for all work exceeding the TIA included in the Lease will be paid via lump sum upon completion of the work by the Lessor and inspection/acceptance of the space by the Government per the invoicing instructions in Paragraph 7.05 of LA 2. The final costs of all tenant improvements is not-to-exceed (NTE) \$899,639.37, of which \$222,437.53 is the amortized TIA and \$677,201.84 is to be paid lump sum. Therefore, the total lump sum payment for this project is NTE \$677,201.84.
- B. The Lessor previously submitted an invoice and received payment in the amount of \$35,988.76, for design services ordered in LA 2.
- C. The Government hereby confirms that the work outlined in the table below has been completed and accepted by the Government and the Lessor may submit a new invoice in the amount of \$641,213.08 (Total Lump Sum \$677,201.84 LA2 Design Services \$35,988.76) per the invoicing instructions in Paragraph 7.05 of LA 2.

| TI Pricing / CO# | Description | Amount | Status | Approved via LA # | Accepted Yes/No | Exhibit |
|------------------|---|--------------|----------|-------------------|--------------------|---------|
| Partial NTP | Limited Notice to proceed with exclusions | \$474,490.00 | Approved | LA #2 | YES | A/B |
| Partial NTP | Limited Notice to proceed with exclusions | \$147,562.12 | Approved | LA #3 | YES | С |
| CO #1 | Additional design services | | Approved | LA #3 | YES | D |
| CO #2 | Reframing and demolition | | Approved | LA #3 | YES | D |
| Partial NTP | Limited Notice to proceed | \$11,751.54 | Approved | LA #4 | YES | E |
| CO #3 | Sales Tax Adjustment | \$10,992.40 | Approved | LA #5 | YES | F |
| Total Lump Sum | 7 | \$677,201.84 | | | | |

D. The following exhibits are attached to and made part of this lease:

Exhibit A to Paragraph 7.04 (previously incorporated in the Lease as Exhibit A to LA 2) (1 page)

Exhibit B to Paragraph 7.04 (previously incorporated in the Lease as Exhibit B to LA 2) (1 page)

Exhibit C to Paragraph 7.04 (previously incorporated in the Lease as Exhibit C to LA 3) (1 page)

Exhibit D to Paragraph 7.04 (previously incorporated in the Lease as Exhibit D to LA 3) (3 pages)

Exhibit E to Paragraph 7.04 (previously incorporated in the Lease as Exhibit D to LA 4) (1 page)

Exhibit F to Paragraph 7.04 (1 page)

All other terms and conditions remain in full force and effect.

NITIALS:

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GOV