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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 6 |
| | TO LEASE NO. GS-10B-07393 BLDG NO. WA8044 |
| ADDRESS OF PREMISES: 1350 Slater Road, Suite 5 Ferndale, WA 98248-8941 | PDN Number: <u>PS 00 28467-44</u> |

THIS AGREEMENT, is made and entered into between Silver Creek Group LLC

whose address is: 1350 Slater Road, Suite 9, Ferndale, WA 98248-8941
 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 settle a claim submitted by the Lessor in a letter dated September 30, 2013 for traffic mitigation fees in the amount of \$3,223.55, and provide lump sum payment procedures.

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: Paragraph 7.02 is hereby added to the Lease.

7.02 – Claim Settlement

Upon payment of the settlement amount by the Government, Silver Creek Group LLC shall be deemed to have released the Government, as of the date of such payment, of and 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 Contract No. GS-10B-07393 including any claim for payment of attorney's fees under the Equal Access To Justice Act, 5 U.S.C. § 504, and all other costs. The Lessor shall submit for Lump Sum Payment an original and one copy of the Invoice. The original invoice, in the amount not to exceed **\$3,223.55** shall be submitted via the GSA Finance Website at www.finance.gsa.gov.


A copy of the invoice shall be simultaneously submitted to the Contracting Officer at:

U.S. General Services Administration
 Attn: Lindsey Snow
 400 15th St. SW
 Auburn, WA 98001-6599

This Lease Amendment contains {2} 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 the below date.

FOR THE LESSOR:


Signature: 
 Name: _____
 Title: Member
 Entity Name: SilverCreek Group, LLC
 Date: 3-18-2014

FOR THE GOVERNMENT:

LINDSEY D. SNOW
ACTING OFFICER

Signature: 
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: MAR 25 2014

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: John Callen
 Title: Member
 Date: 3-18-2014

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 the items delivered; annotation of GSA PS Number PS0028467. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

INITIALS: CC
LESSOR

&

RS
GOV'T