GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES 1350 Slater Road, Suite 5 Ferndale, WA 98248-8941 LEASE AMENDMENT No. 7 TO LEASE NO. GS-10B-07393 BLDG WA8044ZZ PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and 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 expand the existing ware yard by 3,440 square feet.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 15, 2014 as follows:

Paragraphs 1.01, 1.03, 1.06 and 1.16 are deleted in their entirety and replaced below.

Continued on Page 2

Date:

This Lease Amendment contains 3 pages.

8-13-2014

IN WITNESS WHEREOF, the parties subscribed their names	s as of the holow date
FOR THE	FOR
Signature: Name: Cleb Catter Title: Pember Entity Name: Date: 8-13-2014	Sign Nam Title: Lease Contracting Officer GSA, Public Buildings Service, Date: 2
WITNESS	
Signature: Name: Title:	

1.01 THE PREMISES (AUG 2011)

The Premises are described as follow:

Office and Related Space: **2,813** rentable square feet (RSF), yielding **2,813** ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.0% located on the **1**st floor and known as Suite 5, of the Building, as depicted on the floor plan(s) attached to the Lease as Exhibit **A**. Also included in the lease is a total of **6,880** square feet of wareyard space made up of **3,440** square feet of existing wareyard and an additional wareyard expansion of **3,440** square feet (**2,240** sf of secured (fenced) parking and **1,200** secured (fenced) storage area).

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	<u>September 15, 2014 - September 30,2018</u>		October 1, 2018 – September 30, 2023	
	Annual Rent	Monthly Rent	Annual Rent	Monthly Rent
Shell Rent ¹	\$38,505.25	\$3,208.77	\$44,570.57	\$3,714.21
Tenant Improvements Rent ²	\$9,411.24	\$784.27	\$9,411.24	\$784.27
Operating Costs	\$11,533.30	\$961.11	\$11,533.30	\$961.11
Total Annual Rent	\$59,449.79	\$4,954.15	\$65,515.11	\$5,459.59

¹Shell Rent includes wareyard space.

- B. Rent is subject to adjustment based upon a physical mutual measurement of Space upon acceptance, not to exceed **2,990** ABOA SF based upon the methodology outlined in the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- 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 the 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.
- F. The 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 "Paragraph 1.01 THE PREMISES" created herein;
 - 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.
- G. Parking shall be provided at a rate of \$0 per parking space (Structure), and \$0 per parking space per month (Surface).

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INITIALS:

LESSOR

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²The Tenant Improvements Allowance is amortized at a rate of 7 percent per annum over 10 years.

1.06 RENEWAL RIGHTS (AUG 2011)

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

at the following rental rate(s):

	Option Term,				
	Annual Rent	Monthly Rent	Annual Rent	Monthly Rent	
Shell Rent ¹					
	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 10 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO		OPERATING COST BASIS SHALL CONTINUE FROM YEAR 15 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO		
Operating Costs	CONTINUING ANNUAL ADJUSTMENTS.		CONTINUING ANNUAL ADJUSTMENTS		

¹ Shell Rent includes wareyard space.

Provided notice is given to the Lessor at least 90 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.

1.16 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the TIs as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, Energy Efficiency):

I. A 3,440 SF secured wareyard is required as depicted on Exhibit B which is attached to the Lease. Lessor does not have the right to relocate the wareyard during the life of the lease. The road leading up to the secured wareyard does not need to be paved. Lessor reserves the right to relocate and replace all improvements to this particular wareyard, at sole cost to the Lessor, to another location on the same property if the need arises for further development on the site.

/II. A second 3,440 SF secured wareyard is required as depicted on Exhibit A to this Lease Amendment effective September 15, 2014. Lessor reserves the right to relocate and replace all improvements to this particular wareyard, at sole cost to the Lessor, to another location on the same property if the need arises for further development on the site.

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

INITIALS:

LESSOR

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Lease Amendment Form 09/12