

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-10P-07419 Bldg. WA8052
LEASE AMENDMENT	
ADDRESS OF PREMISES: 3700 150 th Ave Ct E Sumner, WA 98390	PDN Number: n/a

THIS AMENDMENT is made and entered into between IIT Sumner DC LLC,

whose address is: 518 Seventeenth St., Ste 1700, Denver, CO 80202

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 finalize the cost of the improvements, resolve outstanding pricing issues, to memorialize a settlement agreement between the Lessor and the Government as a result of the Lessor filing a Request for Equitable Adjustment and to restate the rent for the remaining term accordingly.

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 March 31, 2015 as follows:

Lease Amendment #5 is drafted to memorialize the settlement agreement between Lessor and Government regarding the cost of drywall construction and design fees associated with the tenant improvements, to document the final cost of the tenant improvements accordingly and to set the terms of the net balance amortization over the term of the Lease. Paragraph 1.04.C is deleted in its entirety. Paragraphs 1.04.A and 1.09 are deleted in their entirety and replaced with the following:

(Continued on page 2:

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: [Redacted]

Name: Scott Reckman

Title: SUP. ASSET MGMT

Entity Name: IIT Sumner DC LLC

Date: 6/23/2015

FOR THE GOVERNMENT

Signature: [Redacted]

Name: JAMES A. COPPEL

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 7/13/15

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: Dawnelle R Stetz

Title: Notary Public

Date: June 23, 2015



(Continued from Page 1):

1.04 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	REMAINING FIRM TERM: APRIL 1, 2015 – JAN. 31, 2019	NON-FIRM TERM: FEB. 1, 2019 – JAN. 31, 2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$338,317.61	\$377,096.04
RESERVE FOR MAINTENANCE AND REPAIRS ²	\$3,569.10	\$3,569.10
TENANT IMPROVEMENT RENT ³	\$107,983.33	\$0.00
OPERATING COSTS ⁴	\$88,048.00	\$ 88,048.00
REAL ESTATE TAXES AND INSURANCE ⁴	\$37,786.00	\$ 37,786.00
TOTAL ANNUAL RENT	\$575,704.04	\$506,499.14

¹ Exclusive of property taxes, capital maintenance and repairs, and building insurance. Shell rent shall be subject to 2.75% annual step increases each year during the firm and non-firm term. In consideration of the shell rent, lessor grants the Government a concession of \$375,000 toward construction of the tenant improvements.

² Lessor to hold and accumulate for necessary capital maintenance, replacement and repairs. Application of this reserve is subject to Government review which shall not be unreasonably withheld or delayed, and expenditures in excess of reserve amounts, if any, will be paid by the Government in a lump sum on presentation of a bill. Unexpended reserves, if any, will be rebated to the Government prior to lease termination in the form of equal monthly rent credits.

³ The remaining net Tenant Improvement balance of \$365,524.67 (exclusive the \$375,000 Lessor concession for construction of TIs included in the shell rent and \$338,464.10 amortized previously) is amortized at a rate of 6.5 percent per annum over the remaining 46 months of the firm term.

⁴ Operating Costs and Real Estate Taxes are subject to annual adjustment as *described elsewhere in the Lease*.

1.09 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The final negotiated Tenant Improvement expenditures for this Lease total \$1,078,988.77. The Lessor provided a TI concession of \$375,000.00 in consideration of the shell rent and \$232,000 (Tenant Improvement Rent #2) was previously fully amortized during the period of February-September, 2014. The remaining unamortized balance of \$365,524.67 of "Tenant Improvement Rent #1" will be amortized in the rent over the remaining 46 month firm term of this Lease at an annual interest rate of 6.5 percent.

The following settlement regarding Tenant Improvement expenditures is entered into and agreed between Lessor and Government:

Lessor submitted a Request for Equitable Adjustment on February 11, 2015. The Government has reviewed, negotiated and Lessor has agreed to a settlement on design and construction costs related to the initial alterations for occupancy under this Lease in the total amount of \$19,004.76. GSA shall pay and the Lessor shall accept this amount as an amount to be amortized within the Tenant Improvement Rent over the remaining firm term of the Lease. Upon execution of this Amendment, Lessor shall be deemed to have released the Government, as of the date of Lessor's execution, 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 Lease GS-10P-07419 originating prior to this date, including any claim for interest or payment of attorney's fees under the Equal Access To Justice Act, 5U.S.C. 504, and all other costs.

INITIALS:  & 
LESSOR & GOVT