

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-10B-07369 BLDG No. WA8038
ADDRESS OF PREMISES: 8115 BIRCH BAY SQUARE STREET SUITE 104 BLAINE, WA 98230-9803	PDN: PS0028879

THIS AMENDMENT is made and entered into between

NORTH AMERICA 6666 INVESTMENT, LLP

whose address is: 8115 BIRCH BAY SQUARE STREET, SUITE 115
BLAINE, WA 98230-9803

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 issue the Notice to Proceed (NTP) and to order Tenant Improvements (TI's) which exceed the Tenant Improvement Allowance (TIA).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Continued on next page.

This Lease Amendment contains 2 pages and Exhibit A contains 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 LESSOR:

FOR

Signature: _____
Name: AYDIA KILIC
Title: Authorized Signatory
Entity Name: NORTH AMERICA 6666 INVESTMENT
Date: APR 29th 2014

Signature: _____
Name: _____
Title: _____
Date: APR 29 2014

Hilda Gonzalez
Contracting Officer
GSA, Public Buildings Service

(BIRCH BAY) LLP

WITNESSED

Signature: _____
Name: Ken R. Schmidt
Title: Broker
Date: Apr 29, 2014

The following Paragraph is hereby added to the Lease:

“NOTICE TO PROCEED FOR TI COSTS OVER THE TENANT IMPROVEMENT ALLOWANCE AND LUMP SUM PAYMENT

The Government has reviewed the Lessor's TI cost proposal and determined that the proposal is fair and reasonable. This Lease Amendment serves as the Lessor's Notice to Proceed for the construction of TI's in the amount of **\$451,381.79**. Said amount includes all costs for labor, materials, fees, overhead, profit and any other costs required to complete the work.

The total cost for TI's, in the amount of **\$451,381.79**, exceeds the TI Allowance of **\$297,593.25**, which is stated in the Lease and amortized into the rental rate. The costs for TIs over the TI Allowance, in the amount of **\$153,788.54**, will be paid via lump sum, upon completion, inspection, and acceptance of the space; and upon receipt of an original invoice by the Contracting Officer.

The original invoice should be sent electronically to www.finance.gsa.gov AND must be sent directly to the GSA Finance Office at the following address:

**General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181**

A copy of the original invoice should be sent via electronic or regular mail to the Lease Contracting Officer at:

**Hilda Gonzalez
Lease Contracting Officer
General Services Administration
400 N. 15th St. SW
Auburn, WA 98001
hilda.gonzalez@gsa.gov**

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and description, price, and quantity of the items delivered
- GSA PDN#/PS0028879

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 remain in full force and effect.

INITIALS: AK & [Signature]
LESSOR & GOVT