

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-10B-07262** BLDG NO. **WA7799ZZ**
PDN NO. **PS0025694**

ADDRESS OF PREMISES

Rock Pointe East, 1313 N. Atlantic, Spokane, WA 99201-2303

THIS AGREEMENT, made and entered into this date by and between ROCK POINTE HOLDINGS LLC, BLACK REALTY MANAGEMENT, INC.

Whose address is 107 S. Howard St., Ste 600, Spokane, WA, 99201-3818

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 order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective May 1, 2013, as follows:

Lease Amendment (LA) Number 1 is issued to incorporate the remodel and alterations of the 4th floor. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A. The Lessor or their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on mutually approved plans, budgets and schedules.

Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-10B-07262 with Lease Amendments #1, and GSA Form 3517 General Clauses.

Restoration: The Lessor waives any and all rights of restoration against the Government concerning the tenant improvements completed with this Lease Amendment. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work performed.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with Lease Amendment Number #1 and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

Acceptance: The Lessor shall request a final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor and inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE L

Signature: _____

Name: _____

Title: for the Receiver, CASCADE

Entity Name: Real Estate Services, LLC

Date: 4/22/2013

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

FOR THE GO

Signature: _____

Name: _____

Title: Lease Contracting Officer

Entity Name: GSA, Public Building Service

Date: 4/23/13

Title: _____

Date: _____

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Payment: The total cost for tenant improvements is \$ 7,609.00 in accordance with Exhibit B. Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor for the total cost listed above. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's Itemized invoice. The invoice must include:

- Lease number: **GS-10B-07262**
- Building address: **1313 N. Atlantic, Spokane, WA, 99201-2303**
- Payment reference number: **PS0025694**
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor *must* submit invoice documents electronically at www.finance.gsa.gov and inform the Lease Administration Manager of the submittal at susan.brudnicki@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents
GSA Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102

Copies
GSA Field Office
Attn: Susan Brudnicki, Lease Admin. Manager
904 W. Riverside, Rm 135
Spokane, WA 99201

Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 14 calendar days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

Schedule: The Lessor shall provide a schedule within seven (7) calendar days from receipt of the executed Lease Amendment. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven calendar days.

Change Orders: The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

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

Lessor

Gov't