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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 1 |
| | TO LEASE NO. GS-10B-07346 Building ID4289 |
| ADDRESS OF PREMISES: 99 Agency Avenue Lapwai, ID 83540-9998 | PDN Number: |

THIS AMENDMENT is made and entered into between the Nez Perce Tribe,

whose address is: 120 Bever Grade
Lapwai, ID 83540-0365

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease for the purpose of issuing a Notice To Proceed for the construction of Tenant Improvement and resolving a Request for Compensation submitted by Lessor to the Government on May 24, 2012, and restated in its tenant improvement pricing proposal of August 5, 2013 .

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, by the effective date August 9, 2013 by adding the following Paragraphs 4.01 C & D. as follows:

Paragraph 4.01 C. On June 12, 2013, the Government awarded a contract to lease space at the Phinney Building, 99 Agency Ave., Lapwai, ID 83540-9998 under the terms and conditions of Lease GS-10B-07346. Paragraph 4.01.A of the Lease calls for the de-scoping of the September, 2011 construction package to meet cost limits established in the Lease. Based on this Lease requirement, GSA has reviewed the Tribe's TI costs and determined that they are fair and reasonable, per the attached Exhibit A. This Paragraph represents the Government's Notice to Proceed (NTP) with the construction of the TIs in the amount of \$219,089.71. The lease requires completion of the construction no later than November 3, 2013. Based on the provisions of the Lease, the rental rate and area under lease will be adjusted upon acceptance of the space in accordance with the Lease, and the lease payments will be adjusted by Amendment at that time.

(Continued on p. 2):

This lease Amendment contains 3 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

FOR THE



Signature: _____
Name: _____
Title: Executive Director
Entity Name: Nez Perce Tribe

Date: _____

FOR THE



Signature: _____
Name: _____
Title: _____
GSA, Public Buildings Service

Date: 9/4/13

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: _____
Title: PLANNING ASSISTANT
Date: Aug 19, 2013

Paragraph 4.01.D. The Government and Lessor agree that the cost of the tenant improvements will be \$219,089.71, and that this amount will be amortized into the Lease in accordance with the terms set forth in Paragraph 1.03. Incorporated in this total is \$41,666.00 for 2011 Architectural Service Costs. Upon execution of this Amendment, the Nez Perce Tribe shall be deemed to have released the Government of and from any and all claims, demands for relief, remedies or equitable adjustments, known or unknown, of any nature or description whatsoever legal or equitable, which relate directly or indirectly to the development of and payment for Architectural Services incurred prior to the execution of this Lease Amendment.

INITIALS: RM & WJ
LESSOR GOVT