

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. G8-10B-07116 BLDG NO. OR6727ZZ

ADDRESS OF PREMISES

Building, 17925 SE Division Street, Gresham, Oregon 97236-1065

THIS AGREEMENT, made and entered into this date by and between Curtis Investments - Portland, LLC

Whose address is 5641 SMU Blvd, Ste 100, Dallas, TX 75206-5026

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 December 21, 2012, as follows:

Lease Amendment (LA) Number 5 is issued to incorporate the remodel and alterations of the First (1<sup>st</sup>) floor. Details of the cost proposal, statement of work and pricing information are attached as Exhibit A, Pages 1-2. 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 provide any manufacturer warranty on the product.

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 # 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

Signature: \_\_\_\_\_

Name: Chris Curtis

Title: President

Entity Name: Curtis Investments Portland, LLC

Date: 1/25/13

WITN

Signature: \_\_\_\_\_

Name: Reb Stephens

FOR THE GO

Signature: \_\_\_\_\_

Name: Lois Petersen

Title: Lease Contracting Officer

Entity Name: GSA, Public Building Service

Date: 1/25/13

Title: Vice President

Date: 1/25/13

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**Payment:** The total cost for tenant improvements is \$1,075.00 in accordance with Exhibit A. 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-07116**
- Building address: **17925 SE Division Street, Grasham, OR 97236-1065**
- Payment reference number: **PS0022004**
- 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](http://www.finance.gsa.gov) and inform the Lease Administration Manager of the submittal at [Valerie.connerly@gsa.gov](mailto:Valerie.connerly@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: Valerie Connerly  
620 SW Main Street; Room 108  
Portland, OR 97205

**Notice to Proceed:** Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within Ninety (90) 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 Fourteen (14) 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.

cc  
Lessor

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Gov't