

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 4

TO LEASE NO. GS-10B-07217

ADDRESS OF PREMISES

1229 SE 3RD STREET, PENDLETON, OREGON 97801-4143

THIS AGREEMENT, made and entered into this date by and between RICHARD S. COULTER

whose address is



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 approve change order #1, which exceeds the Tenant Improvement Allowance, to be paid by Lump Sum Payment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the date of the government signature of this Amendment as follows. In addition 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"

Rider to GSA Lease Form 3636 Paragraph 28 is deleted and replaced in its entirety with the following:

28. EXCESS TENANT IMPROVEMENTS: Pursuant to the U.S GOVERNMENT LEASE FOR REAL PROPERTY for the above referenced contract, the breakdown of TIs (by way of allowance and excess tenant improvements/lump sum payment) and obligated at this time are as follows:

- | | |
|--|---|
| 1. Total TI Cost: | \$340,026.47 |
| 2. Less: Total TI Allowance Amortized | \$153,501.00 |
| 3. Total Lump Sum Payment (due to Lessor): | \$186,525.47 (Excess Tenant Improvements) |

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IN WITNESS WHEREOF, the parties subscribed their names as of the b

FOR THE LESSOR

Signature:

Name: RICHARD COULTER

Title: DEVELOPER

Entity Name: RICHARD COULTER

Date: 9-11-12

FOR THE

Signature:

Name: _____

Title: Lea

GSA, Public Buildings Service

Date: 9/11/12

WITNESSE

Signature:

Name: Katherine D McCoull

Title: Book Keeper

Date: 9/11/12

| C.O. # | Description | Amount |
|--------|---|------------|
| 1 | ADD 9" backsplash to FEI windows; ADD material/labor for SSTV and kiosk cabinet | |
| | Total Approved Change Order Cost | \$3,039.75 |

- i. In separate correspondence dated July 25, 2012, the Government issued Notice to Proceed for Tenant Improvements in the amount of \$153,501.00. Since the Total TI Costs exceeded the Tenant Improvement Allowance, Excess Tenant Improvements in the amount of \$183,485.72 were ordered via Supplemental Lease Agreement #3 July 25, 2012. Additional improvements are hereby ordered, by way of this Lease Amendment (LA), for those certain items contained within approved change order #1 in the amount of \$3,039.75, per section III below.
- ii. Upon completion, inspection and acceptance of the space by the Contracting Officer the Government shall reimburse the Lessor for Excess Tenant Improvements in a lump sum payment in the amount of \$186,525.47. Upon acceptance an invoice should then be submitted electronically to www.finance.gsa.gov with a courtesy copy to michael.j.obrien@gsa.gov or sent to the addresses below:

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 (electronic email ok) to the Contracting Officer at:

Michael J. O'Brien
Lease Contracting Officer
GSA Public Buildings Service, Leasing Division
400 15th Street SW (10PR)
Auburn, WA 98001-6599
michael.j.obrien@gsa.gov

A proper invoice must include the following:

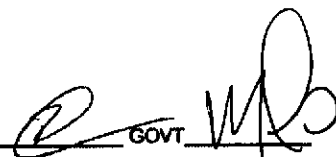
- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and description, price, and quantity of the items delivered
- GSA PDN# PS0023956

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

- iii. Attached as Exhibit A is the Government-approved Cost Summary (Change Order #1) form dated September 4, 2012 which formed the basis for the tenant improvement costs are hereby incorporated into the lease. (2 page).
- IV. The Lessor hereby waives restoration as a result of all improvements per paragraph 27.14 of the lease.

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

INITIALS : LESSOR


GOVT