ADDRESS OF PREMISES
Curtis Financial Center, 7601 Clearwater Avenue, Kennewick, WA 99336-1677

LEASE AMENDMENT
LEASE AMENDMENT NO. 2
ADDRESS OF PREMISES
Curtis Financial Center, 7601 Clearwater Avenue, Kennewick, WA 99336-1677
LEASE NO. GS-10B-07248
DATE MAR 22 2012
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ADDRESS OF PREMISES
Curtis Financial Center, 7601 Clearwater Avenue, Kennewick, WA 99336-1677

LEASER 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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 11/7/2011, as follows:

Lease Amendment Number 2 has been prepared to memorialize the change in ownership through the Lease Assumption Agreement and to modify the lessor and payee information. Therefore, paragraphs 9, 10a and 10b are deleted in their entirety and replaced with the same numbered paragraphs in lieu thereof; and the following additions to Part III Award are hereby added to the lease.

Paragraph 9. Make checks payable to:
   HAPO Community Credit Union

Paragraph 10a. Name and Address of Owner:
   HAPO Community Credit Union

Paragraph 10b. Telephone Number of Owner

Part III - Award: The following are attached and made a part hereof: Lease Assumption Agreement, GSA Form 3518 (Rev 7/04), SF3881 (ACH).

All other terms and conditions remain in force and effect unless otherwise amended.

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

LESSOR

IN PRESENCE OF

UNITED STATES OF AMERICA

GSA FORM 276 (REV 8/2006)
LEASE ASSUMPTION AGREEMENT

THIS AGREEMENT entered into by and between the Ardell and Sue Curtis Survivor's Trust, U/A/D April 2, 2003, hereinafter called "transferor", HAPO Community Credit Union, a Washington non-profit corporation, hereinafter called "Transferee", and the United States of America, acting by and through the Administrator of General Services Administration, hereinafter called the "Government."

WITNESSETH:

WHEREAS, the Transferor and the Government have heretofore entered into a certain lease, No. GS-108-07248 whereby the Transferor leases to the Government certain real property more particularly described as follows:

4,229 rentable 4,229 usable square feet of office and related use space; located at 7601 West Clearwater Avenue, Kennewick, Washington 99336-1677.

Which lease as amended is hereinafter referred to as the "Lease"; and

WHEREAS, the Transferor has sold the leased property to the Transferee and has assigned to the Transferee all the Transferor's rights under the lease; and

WHEREAS, the Transferee has assumed all the Transferor's obligations under the lease; and

WHEREAS, evidence of the transfer of the property and the assignment have been furnished to the Government,

NOW, THEREFORE, in consideration of the promises, the parties hereto mutually agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government, which it now has or may hereafter have in connection with the Lease.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Lease. The Transferee further assumes all obligations and liabilities of, and all claims and demands against the Transferor under the Lease, in all respects as if the Transferee were the original party to the Lease.

INITIALS: O2 & JF & ASW
Transferee Transferee Gov't
3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the lease with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Lease in all respects as if the transferee were the original party to the Lease. The term "Lessor" as used in the Lease shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided therein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provision, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under the Lease, shall be deemed to have discharged pro tanto the Government's obligations under the lease. All payments and reimbursements made by the Government after the effective date of this Agreement in the name of or to the Transferor shall have the same force and effect as is made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Lease to the extent of the amounts so paid or reimbursed.

7. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (1) assumes under this Agreement, or (2) may hereafter undertake under the Lease as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consents to any such amendments or modifications.

8. Except as herein modified, the Lease shall remain in full force and effect:

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement effective 3/22/12.

ANDREW J. MOHL
CONTRACTING OFFICER

UNITED STATES OF AMERICA
General Services Administration,

BY:_________________________
Deputy Regional Counsel

ANEGREW J. MOHL
CONTRABCTING OFFICER

INITIALS: OC & JA & AM
Transferor Transferee Gov't
Payee's Name and Address:
Hard Community Credit Union

Payee Telephone Number: ____________________________

Payee SSN or Employee ID #: _________________________

Please include instructions referencing Who is to be contacted for daily management:

INITIALS: [Signature] Transferor  [Signature] Transferee  Gov't