



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 2 <hr/> TO LEASE NO. GS-10B-07262 BLDG NO. WA7799ZZ
<p>ADDRESS OF PREMISES Rock Pointe East, 1313 N. Atlantic, Spokane, WA 99201-2303</p> <p>THIS AGREEMENT, made and entered into this date by and between Rock Pointe East LLC, Whose address is 1215 Fourth Avenue, Suite 600, Seattle, WA 98161 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective June 1, 2014, as follows:</p> <p>Lease Amendment (LA) Number 2 has been prepared to reflect a change of ownership of the building in which GSA leases space and modify the Lessor and payee information accordingly. Therefore, the Lessor name and address is deleted in its entirety and replaced with the following:</p> <p>Name and address of owner/lessor: Rock Pointe East LLC, 1215 Fourth Avenue, Suite 600, Seattle, WA 98161, phone: (206) 628-5050</p> <p>GSA form 3518, (rev 7/04) signed by Rock Pointe East LLC is made a part hereof.</p> <p>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".</p> <p>All other terms and conditions of the Lease shall remain in full force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the below date.</p>	
FOR THE LESSOR Signature: _____ Name: <u>BRIAN P PEARCE</u> Title: <u>VICE PRESIDENT</u> Entity Name: <u>ROCK POINTE EAST LLC</u> Date: <u>7/2/14</u>	FOR THE GOVERNMENT Signature: _____ Name: <u>TERRIA HEINLEIN</u> Title: Lease Contracting Officer Entity Name: GSA, Public Building Service Date: <u>8/21/14</u>
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  Lessor </div> <div style="text-align: center;">  Gov't </div> </div>	



GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE ASSUMPTION AGREEMENT

THIS AGREEMENT entered into by and between **Rock Pointe Holdings LLC**, by deed of trust holder **Rock Pointe Noteholder LLC**, a Delaware limited liability company, as modified by instrument recorded on December 13th, 2013, hereinafter called "transferor", **Rock Pointe East LLC**, 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-10B-07262**, as amended by the following: Supplemental Agreement No.1, dated **April 23, 2013**, whereby the Transferor leases to the Government certain real property more particularly described as follows:

6,865 rentable, **6,865** usable square feet of office and related use space and 18 parking space(s); located at Rockpointe East, 1313 N Atlantic St., Spokane, WA 99201-2303

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.

Initials: *RD* & *BE* & *JA*
 Transferor Transferee Government

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.

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.

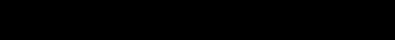
6. Notwithstanding the foregoing provision, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under the Lease, shall be deemed to have discharged pro tanto the Government's obligations 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 if 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.

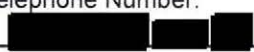
8. Except as herein modified, the Lease shall remain in full force and effect:

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement effective August 21, 2014

UNITED STATES OF AMERICA
General Services Administration,
Real Estate Division

BY 
General Services Administration
Contracting Officer


(Signature) TRANSFEROR
Katherine D. Furman
Printed Name

Telephone Number: 

Initials: KDF & AB & JH
Transferor Transferee Government

Payee's Name and Address:

Rock Pointe East LLC
1215 Fourth Ave, Suite 600
Seattle, WA 98161

Telephone Number:

[REDACTED]

Social Security or Employer
ID Number:

[REDACTED]

Telephone Number:

[REDACTED]

[REDACTED]
(Signature) TRANSFEREE

Brian Pearce

Printed Name

Vice President

Title

Initials: KDJ & BP & JA
Transferor Transferee Government