GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 5 TO LEASE NO. GS-09B-02844

ADDRESS OF PREMISES 865 Fulton Mall, Fresno, CA 93721

THIS AGREEMENT, made and entered into this date by and between **AKT Partnership**

whose address is: **906 N Street, Suite 200 Fresno, CA 93721**

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 Notice to Proceed amount and to provide Lump Sum Payment for Excess Tenant Improvements.

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.

Paragraphs 28 and 29 are hereby deleted and replaced with the following:

28. With Change Orders 2-8 in the amount of **($7,054.08)** as described in Paragraph 29, the total costs for Tenant Improvements in the amount of **$613,039.01** exceeds the tenant improvement allowance of **$457,461.51** which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of **$155,577.50**. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.14F of the Solicitation for Offers, incorporated and made a part of the Lease, and all other terms and conditions of the Lease.

Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor by lump sum payment in the amount of [redacted] in accordance with the Lease.

29. Change Orders/Proposals: During tenant improvement construction in November 2012 and subsequently, the Government amended the scope of work to all the following change orders/proposals:

CO #1 – DECLINED
CO #2 – CREDIT: R/R Mirror/shelf revision
CO #3 – CREDIT: Shutter detail revision
CO #4 – CREDIT: Tele/Data scope revision
CO #5 - ADD: Overhead paging system speakers
CO #6 - ADD: [redacted]
PR #1 – ADD: [redacted]
PR #2 - ADD [redacted]

Lessor has presented a price proposal of [redacted] for Proposal #2. The price was deemed fair and reasonable by the Government

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

FOR THE LESSOR:	FOR THE GOVERNMENT:
Signature: Julie Cavanaugh	Signature: Richard A. Scott
Name: Julie Cavanaugh	Name: Richard A. Scott
Title: Property Manager	Title: Lease Contracting Officer
Entity Name: Civic Center Square	GSA, Public Buildings Service
Date: 4-2-13	Date: 4-25-13

The original invoice should be sent electronically to (www.finance.gsa.gov) and must be sent directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Richard Scott (9P1PRC)
450 Golden Gate Avenue, 3rd Floor East
San Francisco, CA 94102

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- **GSA PDN # PS Number PS0025218**
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If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

All other terms and conditions remain in full force and effect.