

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>1</u>
LEASE AMENDMENT ADDRESS OF PREMISES 1785 Kiowa Avenue Lake Havasu City, Arizona 85747-9330	TO LEASE NO. GS-09P-LAZ03186 PDN Number: TBD

THIS AMENDMENT is made and entered into between
Presidio Bay Capital, LLC

whose address is: **185 Berry Street Suite 1200
 San Francisco, CA 94109**

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 memorialize agreement for partial Tenant Improvement pricing on certain TI items, to provide funding authorization for Tenant Improvements in excess of the Tenant Improvement Allowance, to issue a Limited Notice to Proceed on the Tenant Improvement work, and to attach approved Design Intent Drawings to the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- I. In separate correspondence dated December 09, 2015, the Government has issued a Limited Notice to Proceed for Tenant Improvements in the amount of \$1,188,567.58. The Government agrees to Lessor pricing established in the November 24, 2015, TICS table (Exhibit B attached hereto) with the exception of Line Items 02000 ("Site Work") and 26000 ("Electrical: Lighting Protection") which after adjusting for Lessor's markups reduces the Government-approved TI Allowance to \$1,188,567.58. Line Items 02000 and 26000 ("Site Work" and "Electrical: Lighting Protection") in the pre-markup amounts of \$117,763.00 are subject to further scope and pricing review and, upon Government approval of correct pricing for these items, will be added to a final Notice To Proceed accompanied by a Lease Amendment to approve and fund any outstanding TI balance. The total for Tenant Improvements to be amortized in the rent is \$458,978.69. The Government hereby orders the remaining balance authorized by the Limited Notice to Proceed dated December 09, 2015, not to exceed \$729,588.89 to be paid as follows:

This Lease Amendment contains 2 pages, along with Exhibit A (2 pages), and Exhibit B (5 pages) which are attached.

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

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

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity Name: _____

 CYRUS SANANDAJE
 AUTHORIZED REP.
 PRESIDIO BAY CAPITAL, LLC

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

Date: _____

 Jeremy Walker
 Lease Contracting Officer
 GSA, Public Buildings Service,
 12/18/2015

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

 KABIA SETH
 ACQUISITIONS

- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment not to exceed \$729,588.89 for Tenant Improvement work in excess of the amortized Tenant Improvement Allowance and further identified in the Limited Notice to Proceed dated December 09, 2015 and Exhibit B (attached hereto) upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer. The original invoice must be submitted 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:

U.S. General Services Administration
Real Estate Acquisition Division
401 West Washington Street, Suite 170
Phoenix, AZ 85003

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

- III. The Government-approved Design Intent Drawings which formed the basis for the tenant improvement costs are hereby incorporated into the Lease Amendment #1 as Exhibit A (2 pages).
- IV. Exhibit B (Lessor's TICS Table Submitted November 24, 2015) is attached hereto and made a part of this Lease Amendment #1.
- V. The Lessor hereby waives restoration as a result of all improvements.

INITIALS:

KCS
LESSOR

&

AN
GOV'T