

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>3</u> TO LEASE NO. <u>GS-09P-LAZ03186</u>
ADDRESS OF PREMISES 1785 Kiowa Avenue Lake Havasu City, Arizona 85747-9330	PDN Number: TBD

THIS AMENDMENT is made and entered into between
PBC Acquisitions IV, LLC

whose address is: **1160 Battery Street, Suite 250**
San Francisco, CA 94111

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 reconcile amortized Tenant Improvements, BSAC allowance, and Lump Sum payment amounts; to add additional Tenant Improvement scope; and to provide funding authorization for all Lump Sum costs identified in Lease Amendments #1, #2, and by this Lease Amendment #3 and its attachments;

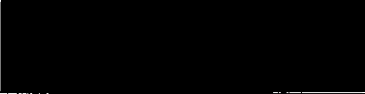
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- I. **Reconciliation of Amortized Tenant Improvements, BSAC improvements, and Lump Sum (RWA) Work:**
 Amortized Tenant Improvements and amortized BSAC allowances have previously been identified in Lease Agreement GS-09P-LAZ03186 (Paragraph 1.03 A) and by Lease Amendment #1. Costs exceeding those allowances have been identified and approved for Lease Amendment #1, Lease Amendment #2, and this Lease Amendment #3 (see Paragraph II below for scope and approved price additions). The following table states previously approved amortized Tenant Improvements and BSAC allowances, and approved Lump Sum (RWA) amounts corresponding to approved additional scope, all of which is further identified by pertinent Lease Amendment number:

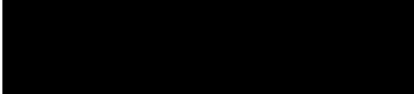
This Lease Amendment #3 contains 2 pages

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: CYRUS SAMYDARI
 Title: AUTHORIZED REPRESENTATIVE
 Entity Name: PBC Acquisitions IV, LLC

FOR THE GOVERNMENT:

Signature: 
 Name: Jeremy Walker
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 8/16/2016

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: KABIR SETHI
 Title: ACQUISITIONS

Reconciliation

	TIA	BSAC	RWA	Total
LA #1	\$ 458,978.69		\$ 729,588.89	\$1,188,567.58
LA #2			\$ 49,434.07	\$ 49,434.07
LA #3		\$ 134,845.00	\$ 24,121.32	\$ 158,966.32
	\$ 458,978.69	\$ 134,845.00	\$ 803,144.28	\$1,396,967.97

- II. In separate correspondence dated August 8, 2016, the Government has issued a Change Order Notice to Proceed (attached to this Lease Amendment #3 as Exhibit A) for additional approved Tenant Improvements in the amount of \$158,966.32. Of this total Change Order amount [REDACTED] will be amortized into the rent under the BSAC per lease paragraph 1.03. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment not to exceed **\$24,121.32** for Tenant Improvements described in this Lease Amendment #3 (and its attachments) to this Lease, 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 210
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. Lessor agrees to allow the Government to provide, install, and maintain, at its own expense, additional landscaping boulders at or near the front entrance of the leased premises provided that installation of these items does not create any impediment to property access, public and employee safety, or property maintenance, nor shall installation of said items violate local codes or ordinances. Lessor shall be held harmless in the event of any damage created by this installation; the Government, furthermore, shall be responsible for reimbursement to the Lessor in the event of damages to the subject property related to the installation or subsequent presence of these Government-directed landscaping features.
- IV. The Lessor hereby waives restoration as a result of all improvements described in this Lease Amendment.
- V. Exhibit A to this Lease Amendment No. 3 is attached.

INITIALS:

LESSOR

&

GOVT