

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09B-02902
ADDRESS OF PREMISES 890 W. Morton Avenue Porterville, CA 93257	PDN Number: N/A

THIS AMENDMENT is made and entered into between [REDACTED]
 whose address is: [REDACTED]

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective June 9, 2014 as follows:

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".

This Lease Amendment No. 1 represents the Notice To Proceed (NTP) with the construction of the Tenant Improvements (TI) effective June 9, 2014.

Therefore:

Paragraphs 1.17, 1.18 and 1.19 are added as follows:

1.17 Notice to Proceed. In accordance with the above referenced contract, the Government is required to provide a Notice to Proceed (NTP) in order for the Lessor to commence construction of the Tenant Improvements (TIs). This Lease Amendment No. 1 shall serve as that NTP.

SHEET NO. 1 ATTACHED TO AND MADE PART OF LEASE AMENDMENT NO. 1 OF LEASE NO. GS-09B-02902

This Lease Amendment 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:

[REDACTED]

Signature: [REDACTED]
 Name: Annet Manfred Schmidt
 Title: owner
 Entity Name: Schmidt 2006 Family
 Date: 8-11-14 TRUST

FOR THE GOVERNMENT:

[REDACTED]

Signature: [REDACTED]
 Name: Carl Brown
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: August 14, 2014

WITNESSED FOR THE LESSOR BY:

[REDACTED]

Signature: [REDACTED]
 Name: Andrea Schmidt
 Title: Assistant
 Date: 8-11-14

1.18 Pursuant to the U.S. GOVERNMENT LEASE FOR REAL PROPERTY, GSA Form L201C and this Lease Amendment No. 1 for the above referenced contract, the breakdown of Tenant Improvements (by way of allowance & lump sum payment) and obligated at this time are as follows:

Total Construction Costs	\$495,151.00
Less:	
Total TI Allowance Amortized	\$333,409.51
Excess TIs, Lump Sum Payment	\$161,741.49

The Government will provide a lump sum payment of \$161,741.49 to the Lessor upon satisfactory completion and acceptance of the space for buildout. The actual lump payment terms and conditions for the reimbursable lump-sum items will be memorialized in a subsequent SLA.

The above referenced costs are subject to adjustment based on the final, actual scope of work for the buildout. Any additional items added to the current scope of work must be incorporated by way of a subsequent Lease Amendment and/or formally approved by the Contracting Officer via written correspondence.

1.19 The Lessor upon satisfactory completion and acceptance of the space for buildout, shall submit for Lump Sum Payment an original and one copy of the invoice for the reimbursable work items, including the annotation of **PDN Number** "PDN _____", on the Invoice. The original Invoice shall be remitted to the Contracting Officer at:

**GSA, Real Estate Acquisition
 Carl Brown
 San Francisco Branch
 50 United Nations Plaza, 2nd Floor West – Room 2255
 San Francisco, CA 94102**

INITIALS: _____ & CB
 LESSOR GOVT