PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	TO LEASE NO. GS-09P-LCA03298
ADDRESS OF PREMISES 122 – 126 West Figueroa Street Santa Barbara, CA 93101-3106	PDN Number: TBD

THIS AMENDMENT is made and entered into between
124 WEST FIGUEROA ASSOCIATES

whose address is: 821 KNAPP DRIVE
SANTA BARBARA, CA 93108-1941

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: provide notice to proceed, authorized additional change orders , and establish beneficial occupancy .

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 Government Execution, as follows:

Acceptance of Tenant Improvements:

The tenant improvements have been *substantially* completed and the Government accepts the leased premises on December 20, 2017. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A", *GSA Form 1204 - Condition Survey Report* and Punch List of this lease amendment have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies by March 31, 2018, as part of the negotiated lease contract. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs.

The LEASE TERM is hereby deleted and replaced with the following:

To Have and To Hold the said Premises with its appurtenances for the term beginning on **December 20, 2017** and continuing for a period of 15 years, expiring on **December 19, 2032**, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government.

This Lease Amendment contains 5 pages including Exhibit 'A'

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

FOR THE LESSOR:
124 WEST FIGUEROA ASSOCIATES
by 124 WEST FIGUEROA, INC.

Signature: [redacted]
Name: JAMES G. PATTILLO
Title: PRESIDENT
Entity Name: 124 WEST FIGUEROA ASSOC.
Date: 1/29/18

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Rocio Carbajal
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: February 2, 2018

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Willard Thompson
Title:
Date: January 29, 2018

Section 1.05 TERMINATION RIGHTS is hereby deleted and replaced with the following:

The Government may terminate this Lease, in whole or in part at any time effective after December 19, 2027 by providing not less than 90 days prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

Approval of Change Orders:

The Government hereby provides Notice to Proceed for additional change orders in the total amount not to exceed [redacted] to be paid via a one-time lump sum payment. Total cost includes all Lessor fees, overhead and profit. Per this Lease Amendment, the following Change Orders have been reviewed and found fair and reasonable:

Date	Description	Amount
8/2/2017	Install 25-pair cable with termination	[redacted]
8/6/2017	Smith Engineering (electrical engineer) – review lighting & switchgear submittals, check circuit & T24 calcs against increase in fixture wattage in VE package	
8/11/2017	Ehlen, Spiess & Haight (structural engineer) – construction administration - TI	
8/15/2017	Bike Racks	
8/15/2017	Fire extinguishers	
8/15/2017	Required changes at front entrances	
8/15/2017	ADA signage	
8/16/2017	¼" laminated glass in break room, IVT room and DM Office for sound transmission, per J. Higuera 8/16/17	
8/25/2017	Channel Plumbing – change main water service & City wye to meet flow requirement for fire sprinklers (50% each shell and TI per agreement with J. Valk)	
8/25/2017	Special inspections of steel and pours for pad feet	
9/4/2017	Smith Engineering (electrical engineer) – prep & attend 8/29/17 SSA Const. Kick-off Meeting @ Kupiec Architects	
9/11/2017	Data and power extras to move location of guard station (per SSA)	
9/11/2017	Add power to bathroom faucets, etc., per SSA	
9/12/2017	Revisions to toilet accessories per SSA	
9/19/2017	Kupiec Architects – construction supervision of lighting and electrical changes, ADA access to entrances & trash enclosure, etc.	
9/21/2017	Ehlen, Spiess & Haight (structural engineer) – construction observation & administration - TI	
9/21/2017	AGME (mechanical engineer) – modification of plumbing & HVAC as required	
9/26/2017	Battery-powered emergency light at public entrance (with test circuit)	
9/27/2017	Changes to elec. wiring, switches, and power panels per Wade Clark	
10/3/2017	Smith Engineering (electrical engineer) – attend 9/13 site meeting, lighting plan revisions	
10/15/2017	Ehlen, Spiess & Haight (structural engineer) – construction observation & administration - TI	
10/17/2017	Grind floors smooth at old load-bearing walls	
10/25/2017	Access control for door 17 (including Aiphone)	

10/25/2017	Fiber-optic raceway per Frontier Communications	[redacted]
10/30/2017	Additional project costs for moving completion date from 11/8/17 to 12/8/17 – (4-week delay) caused by SSA not approving colors of flooring samples until 10/19/17 (5-week lead time to order). Four weeks at $4,332/week	
11/1/2017	[redacted] sign for front, plus 2 [redacted] logo placards on pillars	
11/6/2017	Smith Engineering (electrical engineer) – review submittal for data equipment	
11/14/2017	Modify trash enclosure gates to include ADA hardware	
11/15/2017	City of SB permits for modifications to water supply in street for fire sprinklers. (50% each shell and TI per agreement with J. Valk)	
11/15/2017	AGME Mechanical Engineers – mechanical engineering – TI (site inspection and report)	
11/27/2017	Special inspection of steel & foundation for trash enclosure (required structural engineer)	
12/4/2017	Glass frosting: 30 small lights in entrance door and sidelights, plus two front windows (storeroom & main employee area)	
12/8/2017	Relocate phone jacks and power for cctv, etc.	
	LESSOR PM FEES	
	TOTAL	

The total amount (lump sum payment) of [redacted] will be paid in a one-time lump sum payment to the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Officer or designated representative.

Total Cost for Tenant Improvements and method of payment:

As of the execution date of this Lease Amendment, the Government and Lessor agree the total cost for the Tenant Improvements (TI), including all TI change orders and Building Specific Amortized Capital cost (BSAC), is [redacted] Pursuant to Notice to Proceed dated August 29,2017, the Lessor shall amortize the Tenant Improvement Allowance of **$404,043.93** and the BSAC I cost of **$10,000.00** into the rent at the rate of 6.50% over 10 years. The remaining balance not to exceed **$739,332.37** will be paid via one-time lump sum payment by the Government upon completion, inspection, and acceptance of the tenant improvements by the Government and receipt of an invoice from the Lessor

Invoice(s) shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Additional assistance is available from the Finance Customer Service Line at 817-978-2408. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
P.O. Box 17181
Fort Worth, TX 76102-0181

A Copy of the invoice must be provided to the Leasing Specialist at the following address:

General Services Administration
ATTN: Louie Silva
300 North Los Angeles Street, Suite 4300
Los Angeles, CA 90012

A proper invoice must include the following:

- Invoice Date
- Unique invoice #
- 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#00XXXXX (TBD)

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 shall remain in full force and effect.

INITIALS: _____ LESSOR & _____ GOV'T

EXHIBIT A

GSA FORM 1204 Fully Executed

CONDITION SURVEY REPORT

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DATE OF SURVEY 12.20.17

Check one. ☐ INITIAL ☒ FINAL

BUILDING NAME AND ADDRESS
122 West Figueroa Street
Santa Barbara, CA 93101

LESSOR'S NAME AND ADDRESS

ROOM NUMBERS OR OTHER IDENTIFICATION

LEASE NUMBER GS-09P-LCA03298

SUGGESTED ITEMS *(Incomplete)*	NARRATIVE REPORT
1. BUILDING EXTERIOR 2. BUILDING ENTRANCES 3. CEILING a. MATERIAL b. PAINT 4. CORRIDORS 5. DOORS a. MATERIAL b. LOCKS c. TRANSOMS 6. ELECTRICAL SYSTEM a. LIGHT FIXTURES (NUMBER AND TYPE) b. SWITCHES c. OUTLETS 7. ELEVATORS (NUMBER AND TYPE) 8. FIRE ESCAPES 9. FIRE PROTECTION EQUIPMENT a. FIRE EXTINGUISHERS (TYPE) b. HOSE RACKS AND/OR REELS c. FIRE ALARM SYSTEM (TYPE) d. SPRINKLERS 10. FLOORS a. MATERIAL b. COVERING 11. HEATING AND AIR CONDITIONING SYSTEMS a. HEATING PLANT (TYPE) b. RADIATORS c. SPACE HEATERS d. AIR DUCTS AND OUTLETS e. FANS 12. LAVATORIES (OFFICE) 13. REST ROOM FACILITIES a. LAVATORIES b. WATER CLOSETS c. URINALS d. MIRRORS e. WASTE RECEPTACLES f. TOWEL DISPENSERS g. TOILET PAPER DISPENSERS h. SANITARY PAD DISPENSERS 14. SKYLIGHTS 15. STAIRS 16. VENTILATORS 17. WALLS a. MATERIALS b. PAINT 18. WINDOWS a. FRAME b. SASH c. VENETIAN BLINDS d. ROLLER SHADES e. SCREENS f. AWNINGS	REPORT ON ALL PERTINENT ITEMS, COMMENTING AS TO THEIR GENERAL CONDITION AND APPEARANCE, TYPE OF CONSTRUCTION, CONDITION OF PAINT OR OTHER FINISH, ETC. USE REVERSE OF THIS FORM IF MORE SPACE IS NEEDED. Space substantially complete, Punch list 1) minor paint 2) clean up 3) Add window films 4) Remove locks on employee restrooms

We, the undersigned, do hereby certify that this report represents our opinion of the true and correct condition of the above described premises as of 12.20.17

SIGNATURE AND TITLE [redacted]

SIGNATURE AND TITLE

ADDITIONAL SIGNATURES (If needed)

SIGNATURE OF LESSOR *(If not obtained, explain on reverse)*
124 WEST FIGUEROA ASSOC.

GENERAL SERVICES ADMINISTRATION GSA 1204 (REV. 9/2014)

INITIALS: LESSOR & GOV'T