

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>  1  </u>
	TO LEASE NO. GS-09B-02754
ADDRESS OF PREMISES: 1020 New River Park Way, Suite 305 Fallon, NV 89406-7801	PDN Number: <i>PS 0026168</i>

**THIS AGREEMENT**, made and entered into this date by and between Lahontan Valley Surgical Properties, LLC whose address is: 1020 New River Parkway #200, Fallon, NV 89406-7801

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 Government execution as follows:

**Paragraph VII and VIII are hereby added:**

**VII. With Change Order 1 in the amount of [REDACTED] as described in Paragraph VIII, the total costs for Tenant Improvements in the amount of \$164,865.40 exceeds the Tenant Improvement allowance of \$126,961.96 which will be amortized into the rental rate.**

(Previously on October 30, 2012, Notice to Proceed was issued for tenant improvements in the amount Not to Exceed \$161,857.40. This amount exceeded the total Tenant Improvement Allowance of \$126,961.96, per Box 22 of the Form 1364A-1 "Simplified Lease Proposal Data," by [REDACTED].)

**The Government hereby orders the excess balance in the amount of \$37,903.44. Upon completion, inspection, acceptance and proper invoicing by Lessor as outlined below, the Government shall reimburse the Lessor by lump sum payment in the amount of \$37,903.44.**

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: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: 5-26-13

**FOR THE GOVERNMENT** [REDACTED]

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, \_\_\_\_\_  
 Date: 4/1/13

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

VIII. This lease amendment hereby provides a Notice to Proceed for Change Order 1, attached as Exhibit A, in the amount Not to Exceed \$3,008.00.

C.O. #	Date Authorized	Description	Amount
NA	10/30/2012	TIA Overage Lump Sum Cost at Notice to Proceed	
1	1/29/2013	Repaint of offices and conference room	
		Total Lump Sum Cost	\$37,903.44



With the addition of Change Order 1, outlined above, the new total TI cost is: \$164,865.40, which exceeds the TIA of \$126,961.96 by \$37,903.44

Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment an original and one copy of the Invoice. The original invoice, in the amount not to exceed \$37,903.44 shall be submitted via the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov).

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA, Realty Services  
 Attn: Richard Scott  
 450 Golden Gate Avenue, 3<sup>rd</sup> Floor east  
 San Francisco, CA 94102

A proper invoice must include the following: invoice date; name of the Lessor as shown on the Lease as the letterhead; Lease contract number, building address, and a description, price and quantity of the items delivered; annotation of GSA PS Number (to be provided).

INITIALS:  LESSOR &  GOV'T