GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-09P-LCA03215
ADDRESS OF PREMISES 99 Smith Ranch Road, San Rafael, CA 94903	

THIS AMENDMENT is made and entered into between

whose address is:
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 revise the Government demised area, reduce 235 ABOA square feet of the premises, and adjust rent accordingly.

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 of the Government as follows:

1. **Exhibit A is hereby replaced with the attached Exhibit A attached to this Lease Amendment and made a part of the Lease.**

2. **Paragraph 1.01 is hereby deleted and replaced in its entirety with the following:**

"1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 6,921 rentable square feet (RSF), yielding 6,179 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space consisting of the entire first (ground) floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 12.0% percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

This Lease Amendment contains 3 pages and Exhibit A (1 page).

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: [redacted]
Name: IRAM FAHDI
Title: President
Entity Name: Sunhill Enterprises LP.
Date: 1/15/2016

FOR THE GOVERNMENT:

Signature: [redacted]
Name: James Phillipossian
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/27/16

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Naveed Farah
Title: VP.
Date: 15/jan/2016

3. Paragraph 1.03 is replaced in its entirety with the following:

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

		Tenant Improvements Rent[2]	Operating Costs[3]	Total Annual Rent
Year 1	$181,468.62	$47,415.35	$44,709.66	$273,593.63
Year 2	$188,253.96	$47,415.35	$44,709.66	$280,378.97
Year 3	$195,242.87	$47,415.35	$44,709.66	$287,367.88
Year 4	$202,441.46	$47,415.35	$44,709.66	$294,566.47
Year 5	$209,855.98	$47,415.35	$44,709.66	$301,980.99
Year 6	$217,492.95	$47,415.35	$44,709.66	$309,617.96
Year 7	$225,359.03	$47,415.35	$44,709.66	$317,484.04
Year 8	$233,461.09	$47,415.35	$44,709.66	$325,586.10
Year 9	$241,806.21	$47,415.35	$44,709.66	$333,931.22
Year 10	$250,401.66	$47,415.35	$44,709.66	$342,526.67
Year 11	$259,255.03		$44,709.66	$303,964.69
Year 12	$268,373.97		$44,709.66	$313,083.63
Year 13	$277,766.48		$44,709.66	$322,476.14
Year 14	$287,440.77		$44,709.66	$332,150.43
Year 15	$297,405.28		$44,709.66	$342,114.94

[1]Shell rent (Firm Term) calculation: see table below
[2]The Tenant Improvement Allowance of $372,531.91 is amortized at a rate of 5% percent per annum over 10 years.
[3]Operating Costs rent calculation: $6.46 per RSF multiplied by 6,921 RSF to be adjusted per Paragraph 2.09.

	Shell Rent[1]	Tenant Improvements Rent[2]	Operating Costs[3]	Total Annual Rent
Year 1	$26.22	$6.85	$6.46	$39.53
Year 2	$27.20	$6.85	$6.46	$40.51
Year 3	$28.21	$6.85	$6.46	$41.52
Year 4	$29.25	$6.85	$6.46	$42.56
Year 5	$30.32	$6.85	$6.46	$43.63
Year 6	$31.43	$6.85	$6.46	$44.74
Year 7	$32.56	$6.85	$6.46	$45.87
Year 8	$33.73	$6.85	$6.46	$47.04
Year 9	$34.94	$6.85	$6.46	$48.25
Year 10	$36.18	$6.85	$6.46	$49.49
Year 11	$37.46		$6.46	$43.92
Year 12	$38.78		$6.46	$45.24
Year 13	$40.13		$6.46	$46.59
Year 14	$41.53		$6.46	$47.99
Year 15	$42.97		$6.46	$49.43

INITIALS: _____ LESSOR & _____ GOV'T

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 6,179 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for providing its own janitorial service for space occupied under this Lease."

4. Paragraph 1.08 is hereby replaced in its entirety with the following:

"1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is $60.29 per ABOA SF, (total of $372,531.91). The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of five (5%) percent."

INITIALS: N LESSOR & GOV'T