GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 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

Sunhill Enterprises, L.P.

whose address is:

147 Lomita Drive, Suite 5, Mill Valley, CA 94941

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 upon execution by the Government, as follows:

Paragraph 7.02 and 7.03 are hereby added:

"7.02 Notice To Proceed

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements for the total cost for the work not to exceed the firm-fixed amount of $1,111,482.23 inclusive of all management and design fees."

"7.03 Tenant Improvement Balance:

The total cost for Tenant Improvements is not to exceed $1,111,482.23 as set forth in Paragraph 7.03. $372,531.91 of the total amount will be amortized into the rent as set forth in Paragraph 1.03. The Government hereby orders the balance of $738,950.32.

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:

Signature: [redacted]
Name: William Ford
Title: VP.
Entity Name: Sunhill Ent. LP.
Date: 11/2/2016

FOR THE GOVERNMENT:

Signature: [redacted]
Name: James Phillipossian
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 11/2/16

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Brian McCrossey
Title: Project Manager
Date: 11/02/2016

Upon substantial completion, inspection, and acceptance of space, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Government reserves the right to withhold an amount as determined to be proportional to the amount of work that is incomplete at substantial completion acceptance. If there is a withheld amount, it will be paid upon completion and acceptance of the work. The Original Invoice, in the amount not to exceed $738,950.32 shall be submitted via the GSA Finance website at https://finance3.gsa.gov/webVendors/.

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at: james.philliposian@gsa.gov

In order to ensure payment, 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
- Annotation of GSA PS Number: The Government will provide this number to Lessor prior to the completion of construction"

All other terms shall remain in full force and effect.

INITIALS: LESSOR & GOV'T