

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 2  TO LEASE NO. GS-09P-LCA03310
ADDRESS OF PREMISES: 330 N. Harris Street Hanford, CA 93230	PDN Number: PS0036685

THIS AMENDMENT is made and entered into between **Great Valley Holdings, LLC**

whose address is: P.O. Box 221815, Carmel, CA 93922

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 issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the Tenant Improvement Allowance and provide for a lump sum payment of the Tenant Improvement costs which exceed the Tenant Improvement Allowance.

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:

Paragraphs 7.03, 7.04 and 7.05 are hereby added:

- 7.03 **NOTICE TO PROCEED:** This Lease Amendment records the Notice to Proceed for Tenant Improvements effective upon execution of the Lease Amendment by the Government. Lessor shall construct all Tenant Improvements in accordance with all terms and conditions of the Lease and the Government reviewed construction drawings for a total cost of **\$452,076.93** inclusive of all management and architectural fees.
- 7.04 The total cost for Tenant Improvements in the amount of **\$452,076.93** exceeds the tenant improvement allowance. The Government has elected to pay the lump sum amount of **\$145,100.27** to the Lessor upon substantial completion of the Tenant Improvements. The Government hereby orders the Tenant Improvement balance of **\$301,764.66** (\$50.4792 per ANSI/BOMA Area Square Feet), to be amortized into the rental rate at 7.0% interest as well as the Building Specific Amortized Capital (BSAC) balance of **\$5,212.00** at an interest rate of 7.0%. The Lessor shall construct all Tenant Improvements in accordance with all terms and conditions of the Lease and the Government reviewed construction drawings. Upon completion, inspection and acceptance of space, the Government shall reimburse the Lessor in lump sum in the amount of **\$145,100.27** pursuant to paragraph 1.09, herein. The Lessor waives restoration as a right of all improvements.

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.

F [REDACTED]  S [REDACTED] Name: <u>SIDNEY A. CLARK</u> Title: <u>PRESIDENT</u> Entity Name: <u>GREAT VALLEY HOLDINGS, LLC</u> Date: <u>10/27/2016</u>	FOR THE GO [REDACTED]  Signature: [REDACTED] Name: [REDACTED] Title: <u>Lease Contracting Officer</u> GSA, Public Buildings Service, Date: <u>10/31/16</u>
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WIT [REDACTED]

Signature: [REDACTED]  
Name: SIDNEY A. CLARK  
Title: PRESIDENT  
Date: 10/27/2016

- 7.05 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 **\$145,100.27** must be submitted directly to the GSA Finance Office at the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, Texas 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Jason Reising  
50 United Nations Plaza, 2<sup>nd</sup> Floor #2200  
San Francisco, CA 94102

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
- GSA PS Number (will be sent after Government executes this Supplemental Lease Amendment)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

- 7.06 The parties acknowledge that the construction activities provided for herein are to be conducted after commencement of the Lease and not prior to commencement of the Lease and that certain provisions of the Lease regarding pre commencement construction may not be applicable to these construction activities. Notwithstanding anything else contained in the Lease, and without limitation of the foregoing, the parties agree as follows.

(a) The Lessor shall complete all work substantially in accordance with the schedule attached hereto but in no event later than 45 Working Days following the installation of all Government Furnished Government Installed (GFGI) fixtures and installation requirements.

(b) Government and Lessor agree to phasing plan attached and without limitation the contractor shall be provided with all access reasonably requested by contractor to the Premises. Government acknowledges that during the period of construction the Government's use of portions of the Premises may be temporarily restricted and that the construction activities may interfere with the Government's business activities at the Premises while construction activities are underway. Lessor and contractor shall exert reasonable efforts to minimize interference with and restrictions in Government's use of the Premises during the construction period. Government agrees that none of the reasonably anticipated impacts from the construction project shall be deemed a breach of the Lease.

(c) Phasing plan known as "Exhibit H" is hereby attached to and made part of the Lease.

**All other terms and conditions of the lease shall remain in force and effect.**

INITIALS:

  
LESSOR

&

  
GOVT