

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01
	TO LEASE NO. GS-09P-LAZ03183
ADDRESS OF PREMISES 205 N. Marina Prescott, AZ 86301-3105	PDN Number:

THIS AMENDMENT is made and entered into between

MARINA PRESCOTT LLC

whose address is: 10449 SARAH STREET
TOLUCA LAKE, CA 91802

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 state the effective date of the lease and re-state the annual rent.

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 November 2, 2014 as follows:

Lease paragraphs "Lease Term" and 1.03 are deleted in their entirety and the following are substituted therefore:

"LEASE TERM


To Have and To Hold the said Premises with its appurtenances for the term beginning November 2, 2014 and continuing through November 1, 2029, subject to termination and renewal rights as may be hereinafter set forth."

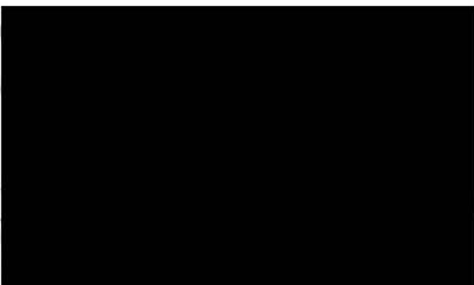
This Lease Amendment contains 2 pages.

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:

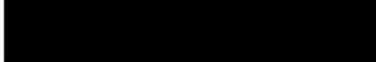
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: _____
Entity Name: Marina Prescott LLC
Date: 11-12-14

Signature:  *ker*
Name: _____
Title: _____
GSA, Public _____
Date: 11-12-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: _____
Date: 11-12-14

"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:

	FIRM TERM				NON FIRM TERM
	ANNUAL RENT (YEAR 1 – ACCEPTANCE OF TI's)	ANNUAL RENT (ACCEPTANCE OF TI'S – YEAR 3)	ANNUAL RENT (YEARS 4 – 6)	ANNUAL RENT (YEARS 7 – 10)	ANNUAL RENT (YEARS 11 – 15)
SHELL RENT ¹	\$181,514.24	\$181,514.24	\$186,986.50	\$192,583.25	\$198,363.50
TENANT IMPROVEMENTS RENT ²	\$0.00	\$45,444.45	\$45,444.45	\$45,444.45	\$0.00
OPERATING COSTS ³	\$49,973.08	\$49,973.08	\$49,973.08	\$49,973.08	\$49,973.08
TOTAL ANNUAL RENT	\$231,487.32	\$276,931.77	\$282,404.03	\$288,000.78	\$248,336.58

¹Shell rent (Firm Term) calculation: \$19.78 per RSF multiplied by 9,175 RSF for Years 1 – 3, \$20.38 per RSF for Years 4 – 6, \$20.99 per RSF for Years 8 – 10.

²The Tenant Improvement Allowance of \$345,000.00 or \$38.363172 per ABOA Square Foot, estimated to be \$4.95/RSF is amortized at a rate of 5.75 percent per annum upon acceptance of the Tenant Improvements over the remaining firm term.

³Operating Costs rent calculation: \$5.45 per RSF multiplied by 9,175 RSF

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 8,993 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. INTENTIONALLY DELETED

E. 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.

F. 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 in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. 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, utilities, and maintenance required for the proper operation of the Property, the Building, and the 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.

H. INTENTIONALLY DELETED*

INITIALS  LESSOR &  GOVT