

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14 TO LEASE NO. GS-09B-02441
ADDRESS OF PREMISES: Bristol Square 185 "F" Street San Diego, CA 92101	PDN Number: N/A

THIS AMENDMENT is made and entered into between Bristol Square Inc.,

whose address is: 222 Northfield Road, Suite 200 C/O Meissner Jacquet IMS
Northfield, IL 60093-3347 5330 Carroll Canyon Rd, Suite 200
San Diego, CA 92121-3758

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 Construction with Tenant Improvements, establish the Tenant Improvement Costs, and provide instructions for invoicing said Costs.

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:

- Use of the GSA Form 276 Supplemental Lease Agreement has been discontinued. All references in the lease to GSA Form 3626 or Supplemental Lease Agreement shall now hereby be construed to mean Lease Amendment.
- Paragraph 19 has been added to the Lease, and document entitled, "Structured Cable Plant Standard" dated September 6, 2012 Version 7.4 is incorporated into the Lease by reference.

This Lease Amendment contains 5 pages; referenced document contains 56 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: [Signature]
Name: KELLY PURCELL
Title: MEISSNER JACQUET IMS
Entity Name: AS AGENT FOR OWNER
Date: 10/1/13

FOR THE GOVERNMENT:

Signature: [Signature]
Name: Daniel J. McGrath
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10/17/13

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: MARVIN DAVIS
Title: REAL ESTATE MANAGER
Date: 10/1/13

"19 TENANT IMPROVEMENT WORK

A. Upon Government execution of this Lease Agreement, the Lessor shall provide all labor, materials, and equipment to complete the following scope of work within the Premises at the following cost not to exceed \$140,488.46 in accordance with the terms and conditions of the Lease and document entitled, "Structured Cable Plant Standard" dated September 6, 2012 Version 7.4.

MEISSNER ♦ JACQUÉT
INVESTMENT MANAGEMENT SERVICES
Property, Construction & Asset Management

September 10, 2013

U.S. General Services Administration
Real Estate Acquisition Division, Region 9
333 West Broadway, Suite 1001
San Diego, CA 92101

Attn: Daniel J. McGrath, PMP, CCIM
Contracting Officer / Project Manager

Re: [REDACTED]
185 West "F" Street
San Diego, CA

Dear Mr. McGrath:

Pursuant to your SOW request that is attached, the associated costs for this project shall be the following:

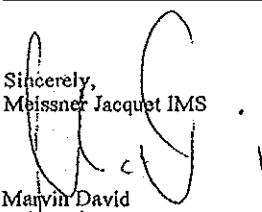
Scope: Tenant Improvement remodel of the 2nd floor per drawing and scope of work [REDACTED]

- [REDACTED]
Meissner Jacquet IMS construction management fee [REDACTED]

Total Charges: [REDACTED]

Should you have any questions, please feel free to contact me at [REDACTED] or by email at [REDACTED].

Sincerely,
Meissner Jacquet IMS


Marvin David
Real Estate Manager

INITIALS:


LESSOR

&


GOVT

Proposal

CGP MAINTENANCE & CONSTRUCTION SERVICES

Contractor's License #579722

PROPOSAL: 002931

DATE: 08/27/13

Second floor remodel

CLIENT: [REDACTED]
 185 West F. St.
 San Diego, CA 92101

PROJECT [REDACTED]
 185 West F. St.
 San Diego, CA 92101

Contractor agrees to furnish all equipment, materials and labor to complete the following work unless otherwise noted.

Scope of Work

Tenant Improvement remodel of second floor per drawings and scope of work. [REDACTED]
 Normal business hours, non-prevailing wage.

Conference room A

Interior wall of the conference room closet will be demolished. The set of double doors and window will be demolished and the wall filled in to match the rest of the space. Remove mill work cabinet, sink and mirrors (save for re-use). Remove drywall and wall finishes, and prep walls for metal mesh (S-F-3).

Metal work

Walls behind mill work need to be brought up to [REDACTED] at walls on inside of conference room.

Walls

Filling opening with 3-5/8 metal stud 20 GA with 5/8 drywall on both sides of wall and where drywall was removed to [REDACTED]. Hang 5/8 drywall inside of conference room.

Insulation

Supply and install R-19 insulation in newly framed walls. Allowance.

Paint

Prime and paint walls to match existing as close as possible.

Wallpaper

Supply and install new wallpaper to match existing as close as possible where it was removed. Patch back.

Doors

Conference room A

Re-use existing doors. [REDACTED] commensurate with existing system on both conference doors. [REDACTED] on both sides of existing doors. Install new [REDACTED]

Reception doors

Use existing doors. Add a [REDACTED]. The brand and model should be compliant with the existing

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Proposal
002931

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CGP MAINTENANCE & CONSTRUCTION SERVICES

Contractor's License #579722

control system. Add request to exit as needed.

Millwork

Patch back and replace millwork to match existing as close as possible. Reset cabinets and mirrors to match existing. Reuse existing where possible.

West Wall & SVTC

Relocate the existing video conference VTC system to the west wall, per point C on floor plan. Add approx. 2-4x8 sheets of plywood to wall for backing to support VCT and SVTC monitors.

Electrical

Modify electrical for future SVTC on west wall.

A new J-box conduit to be installed between point A in the conference room and point B in the Data room.

Signage in reception area

Match size and material of existing second floor signage type. Allowance.

Ceiling

Patch back T-bar ceiling from closet. Demo 2x2 second look to match existing, approx. 225 SF of new ceiling. Re-use existing tiles where possible.

Flooring

Patch back carpet after demo. Match existing as close as possible, approx. 25 yards (patch only). Patch back cove base.

Lights

Re-work light fixtures. Two fixtures only.

Switch rooms

Switch the computer/undercover workroom. These rooms will flip. Move furniture and electrical. Additional power to support under counter equipment, tie into existing circuits.

Stocking

Stock materials on second floor.

Dump/dumpster

Clean up

Continuous and final clean up. Protection & cover up.

Supervision

Plans & permits

General conditions

Specific Exclusions

ADA upgrades.

Anything not clearly listed.

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B. The Government shall make a "LUMP SUM" payment of \$140,488.46 within 30 days upon receipt of an invoice after completion and acceptance of the work and the space by the Government. Payment will be due only for items which are both: (a) listed in this paragraph, and (b) (i) shown on the Government's approved layouts or (ii) changes requested in writing by the Contracting Officer.

C. Invoicing for completion of alterations: The invoice shall annotate the name and address of the Lessor (the Lessor must match the name and address in the Government's vendor file), an invoice number (PS#) will be sent to you after the Government executes this Lease Agreement. The Lessor shall submit an original and one copy of the invoice for the alterations. The Original Invoice shall be submitted either electronically to the Finance Website at <http://www.finance.gsa.gov> or mailed to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

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

Daniel J. McGrath
Contracting Officer / Project Manager
U.S. General Services Administration
Real Estate Acquisition Division, Region 9
333 West Broadway, Suite 1001
San Diego, CA 92101

D. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items or any amortized Tenant Improvements. Unless the Government has removed the items from the Premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term, any extensions or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy."

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