

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NUMBER 6

TO LEASE NO. GS-09B-02764

ADDRESS OF PREMISES 4000 W. Metropolitan Drive  
Orange, CA 92868

**THIS AGREEMENT**, made and entered into this date by and between **WWG Met4K Owner, LLC**

whose address is 4440 VON KARMAN AVENUE, #350  
NEWPORT BEACH, CA 92660

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 incorporate a Government Approved Change Order, Issue a Notice to Proceed with said Change Order; and Provide for Lump Sum Payment:

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 29, 30 and 31, have been added to the Lease as follows:

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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: Bryan T. Kelly  
Title: Authorized Representative  
Entity Name: WWG Met4K Owner, LLC  
Date: 7-30-13

**FOR THE GOVERNMENT:**

Signature: [Signature]  
Name: Guadalupe Flores  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 8/6/13

**WITNESSED FOR THE LESSOR BY**

Signature: [Signature]  
Name: Elaine Porowski  
Title: Assistant  
Date: 7/30/13

**"29. TENANT IMPROVEMENT COSTS**

The Lessor has submitted a cost proposal, in the amount of \$31,582.12, for Alterations identified herein, and made part of the Lease. The Lessor has submitted pricing as shown below, for the Design or Construction of said Tenant Improvements, in accordance with the Lease."

Design Services-Blue Corridor	
Engineering	
Annex Polish Concrete	
Electrical Annex Lifts	
Oversight Fee 6.62%	
Cable Installation Repair	

**"30. NOTICE TO PROCEED**

**A Notice to Proceed with a Government approved Change Order Number 002 is hereby issued to begin design and construction of tenant improvements as identified:**

Install (1) [REDACTED] to the [REDACTED] at the [REDACTED] area within the [REDACTED]  
 Install power from (2) existing disconnects to (2) lifts in the automotive bay within the Annex  
 Removal of existing Annex floor coating and polishing and sealing concrete  
 Provide design services, including construction drawings and permitting necessary for changes to the "[REDACTED]" consisting of added [REDACTED], smoke detectors, [REDACTED], and new doors or re-certification of doors.  
 Perform repair related to cable installation

At the request of the Government, the Lessor shall provide all labor materials equipment and other items necessary to complete the work.

The Government has reviewed the Lessor submitted cost proposal for the work identified herein, at a Total Cost to the Government not to exceed \$31,582.12 inclusive of all taxes, profit, management fees and overhead. The Government has determined that the submitted costs are fair and reasonable and hereby orders the work set forth herein at a total cost of \$31,582.12."

**"31. INVOICING FOR THE COMPLETION OF CONSTRUCTION OF TENANT IMPROVEMENTS**

Payment will be made to the Lessor after inspection and acceptance of these Lump Sum items and within 30 days of Government receipt of the Lessor's itemized, accepted invoice. Lessor's invoice must contain Lessor's correct name and mailing address as shown in the lease.

Title to items for which the Government makes Lump Sum payment shall vest in the Government. Lessor waives restoration in connection with these items. Unless the Government has removed the items from the leased premises, the Lessor shall remain responsible for the maintenance, repair and replacement of the items provided by the Lessor under this lease. If after the lease term and any extended, renewal, or succeeding lease terms, the Government elects to abandon any items in place, and title shall pass to the Lessor."

The Lessor shall meet the quality standards and requirements of the LEASE and GSA Form 3517, General Clauses."

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 shall be submitted to:

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**SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE AMENDMENT NUMBER 6 TO LEASE NUMBER GS-09B-02764**

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

Alternatively, the Lessor may submit the Invoice electronically, via GSA Finance website: [www.finance@gsa.gov](http://www.finance@gsa.gov).

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

GSA, Real Estate Division – San Diego  
Attention: Guadalupe Flores, Lease Contracting Officer  
401 West A Street, Suite 2075  
San Diego, CA 92101

A proper Invoice must include all of the following:

- a. Invoice Date
- b. Name of the Lessor as shown on the Lease
- c. Lease contract number, building address, and a description, price and quantity of the items delivered
- d. Annotation of GSA PS Number (will be provided after Government executes this Supplemental Lease Agreement).

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

**All other terms and conditions of this Lease shall remain in force and effect.**

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