

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-09B-02828
ADDRESS OF PREMISES 555 West Beech Street, Ste. 205 San Diego, CA. 92101	

THIS AMENDMENT is made and entered into between MCS Orchard Plaza, LLC

whose address is: 990 Highland Drive  
Suite 200  
Solana Beach, CA. 92075-2427

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 amend the annual rent, establish beneficial occupancy, and issue a Notice to Proceed on Change Orders in excess of 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:

Paragraph 1.03 is hereby deleted in its entirety replaced as follows. Paragraphs 1.14 and 1.15 are hereby added.

\*1.03 RENT AND OTHER CONSIDERATION


A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:


	YEARS 1-5	YEARS 1-5	YEARS 6-10	YEARS 6-10
	ANNUAL RENT	ANNUAL RENT/RSF	ANNUAL RENT	ANNUAL RENT/RSF
SHELL RENT	\$117,633.60	\$20.16	\$139,456.50	\$23.90
TENANT IMPROVEMENTS RENT	\$46,463.46	\$7.96	N/A	N/A
OPERATING COSTS	\$34,834.95	\$5.97	\$40,378.20	\$6.92
BUILDING SPECIFIC COSTS	N/A	N/A	N/A	N/A
<b>TOTAL ANNUAL RENT</b>	<b>\$198,932.01</b>	<b>\$34.09</b>	<b>\$179,834.70</b>	<b>\$30.82</b>


The Tenant Improvement Allowance is amortized at a rate of 10 percent per annum over 5 years.

This Lease Amendment contains 3 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: \_\_\_\_\_  
Name: Matthew C. Strauss  
Title: Manager  
Entity Name: MCS Orchard Plaza LLC  
Date: 9/11/13

FOR THE GOVERNMENT  
  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, READ  
Date: 9/11/13

WITNESSED FOR THE LESSOR BY:  
  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: V.P. of Real Estate  
Date: 9/11/13

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 4,857 ABOA sq. ft. 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 cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. 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.
- E. Rent shall be paid to the 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.
- F. The 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 "Paragraph 1.01 THE PREMISES" created herein;
  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
  4. 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."

"1.14 TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on August 14, 2013 and continuing through August 13, 2023, subject to termination rights as may be hereinafter set forth."

"1.15 CHANGE ORDERS:

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, as identified herein, at a total change order cost not to exceed \$10,311.66, inclusive of all fees. The following Change Orders are authorized by the Government and are to be paid upon completion acceptance of work by the General Services Administration Contracting Officer or a representative of the Contracting Officer.

Description	Amount
Lump Sum Cost at Notice to Proceed (Lease Amendment No. 3)	\$190,476.00
Change Order #1 - Additional Bullet Resistant Drywall	[REDACTED]
Change Order #2 – Ceiling Modification (Room 216)	[REDACTED]
Change Order #3 – Two (2) Additional Voice & Data Outlets	[REDACTED]
Change Order # 4 – Ceiling Modification – Architectural Drawings (Room 216)	[REDACTED]
Change Order # 5 – Data Cabling Change	[REDACTED]
Change Order # 6 – CAT 5 Antenna Wire & Addition of Wall Phone in Room 218	[REDACTED]
<b>Total Change Order Cost</b>	<b>\$10,311.66</b>
<b>Total Lump Sum Cost</b>	<b>\$200,787.66</b>

INITIALS:

  
LESSOR

&

  
GOVT



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 \$200,787.66** shall be submitted to:

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

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

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer or Representative at:

GSA, Real Estate Acquisition Division  
Attention: Christopher Tinari  
450 Golden Gate Avenue, 3<sup>rd</sup> Floor East  
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
- Annotation of GSA PS Number (will be provided after Government executes this Lease Amendment)

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

INITIALS:

  
LESSOR

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