

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 04
	TO LEASE NO. GS-09P-LCA03106
ADDRESS OF PREMISES 8810 Rio San Diego Drive San Diego, CA 92108	PDN Number:

THIS AMENDMENT is made and entered into between 8808 Rio San Diego Drive, LLC

whose address is: 30 Broad Street, 35th Floor
New York, NY 10004-2304

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 authorize and incorporate Change Order #01 for additional fire sprinkler work and a credit for ceiling work.



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:

The Paragraph 7.05 entitled 'Notice to Proceed for Alterations' is revised, as shown below:



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.


FOR THE LESSOR:

Signature: 
 Name: 
 Title: Authorized Representative
 Entity Name: 8808 Rio San Diego Drive, LLC
 Date: 6-2-14

FOR THE GOVERNMENT:

Signature: 
 Name: 
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: JUN 05 2014

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: 
 Title: Executive Assistant
 Date: 6-02-2014

Handwritten initials

7.05 NOTICE TO PROCEED FOR ALTERATIONS – CHANGE ORDER

A. Lease Amendment #02 previously issued a partial notice to proceed for the design costs as shown below, and authorized on 12/17/2013, for \$20,491.56. Lease Amendment #03 previously issued a full notice to proceed for the alteration work as shown below, and authorized on 03/18/2014, for \$281,064.03. Following a Government review of the submitted change order cost proposal, the Government has determined that the fire sprinkler change order bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the fire sprinkler work and ceiling credit for a cost of \$2,760.97, as identified herein, for a total increased construction cost not to exceed \$304,316.56, inclusive of all fees.

Date Authorized	Description	Amount
12/17/2013	Architectural & Engineering Design Costs	\$9,621.03
	Mechanical & Electrical Costs	\$6,127.00
	Owner Service Fee (15%)	\$2,362.20
	Design Permit Cost	\$2,381.33
	Lease Amendment #02 Subtotal	\$20,491.56
03/18/2014	Construction Costs	\$248,506.00
	Owner Service Fee (10%)	\$24,850.60
	Construction Permit Cost	\$7,707.43
	Lease Amendment #03 Subtotal	\$281,064.03
05/14/2014	Fire Sprinkler Cost	[REDACTED]
	Owner Service Fee (10%)	
	Ceiling Credit	
	Owner Service Fee Credit	
	Lease Amendment #04 Subtotal	
	Total Lump Sum Cost	\$304,316.56

B. 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 \$304,316.56 shall be submitted via the GSA Finance website at www.finance.gsa.gov.

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 sent after Government executes this Lease Amendment)

C. The Lessor will furnish all labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with the tenant improvement alterations in accordance with the requirements of the lease.

D. In the event there are Change Orders, the Lessor is required to provide detailed pricing information in order for the Government to determine fair and reasonable price. The Lessor is also required to track all Change Orders and seek approval of all change orders from the GSA Contracting Officer prior to the commencement of work. Authorization by the GSA Contracting Officer, through a signature or similar written affirmation, shall serve as the authorization to proceed. Change Orders are to be reflected as part of the budget tracking, regardless of cost. The Lessor is to maintain a budget log and tracking of all expenditures against the agreed upon amount above and provide this at the request of the Government.

INITIALS  LESSOR &  GOVT