

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 3</b>  <b>TO LEASE NO. GS-09P-LCA03260</b>
<b>ADDRESS OF PREMISES</b> 170 W. Commercial Ave Unit 2 El Centro, CA 92243-2520	PS # 0036614

**THIS AGREEMENT**, made and entered into this date by and between **HAAS, ERICH R.**

whose address is: 331 E. ROSS AVE 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 include Change Order Work as identified herein this Lease Amendment, and to provide a means of payment for the Change Order Work.

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

Paragraph 7.08 and 7.09 has been added to the Lease as follows:

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: Erich Haas  
 Title: Lesser Owner  
 Entity Name: Erich Haas  
 Date: 10-19-16

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: Daniel J. McGrath  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 10/19/2016

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: Caleb Galdin  
 Title: Project Coordinator  
 Date: 10-19-16

**7.08 CHANGE ORDER WORK**

Upon Government execution of this Lease Amendment, the Lessor shall provide all labor, materials, and equipment to install the following items into the Premises.

Item	Change Order Costs
CO #1 Undergrounding of electrical feed adjacent to Shade Structure "B".....	
CO #13 Relocation of Lessor Owned Power Poles.....	
CO #14 Penn Signs.....	
CO #16 Framed and plywood walls with steal and security mesh.....	
CO #19 Add 3 Fans "Big Ass".....	
CO #17 Enhanced Security Fencing.....	
CO #12 Veeder Root Monitoring System.....	
CO #18 Amis Automotive.....	
CO #23 Decrease in door sizes for the VMF and FMF shop areas.....	
CO #28 Bollard Covers.....	
CO #31 Door Cores.....	
CO #25 HVAC for Security RM.....	
CO #24 Relocation of three power drops and light fixtures.....	
CO #27 Security grates for swales.....	
CO #22 Wire size for mobile trailer connection due to reorientation.....	
CO #32 Painting of steel mesh.....	
CO #21 Added AT&T scope - flex innerduct and fiber. Extra conduit to LAN RM.....	
<b>Total Change Order Costs Costs.....</b>	

**7.09 LUMP SUM PAYMENT OF THE CHANGE ORDER WORK**

Upon completion and acceptance of Tenant Improvement and Change Order Work, 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 [REDACTED] shall submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
PO 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 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

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 Agreement)

INITIALS:

  
LESSOR

&amp;

  
GOVT



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. 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.

INITIALS:

  
LESSOR

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GOVT