

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <b>3</b>
LEASE AMENDMENT	TO LEASE NO. <b>GS-09P-LCA03342</b>
ADDRESS OF PREMISES <b>2550 N STATE STREET UKIAH, CA 95482-3023</b>	PDN Number: <b>PS0037654</b>

**THIS AMENDMENT** is made and entered into between **UKIAH IMPERIAL LLC**, a California Limited Liability Corporation; whose address is: 12675 Danielson Court, Suite 414, Poway CA 92064-6835,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease; by increasing the tenant improvement allowance amortized in the lease; by authorizing and providing for lump sum payment for the tenant improvements costs above the tenant improvement allowance, and revise the tenant agency's design requirements, all as described below;

**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 **JUNE 1, 2017** as follows:

**A.** The total tenant improvement costs are **\$1,249,348.15**, and reflect the following change orders: 1) a cost of [REDACTED] for temporary modular office units; 2) a net credit of [REDACTED] for reduction in the paging system requirements; 3) a net credit of [REDACTED] for keeping the existing walls of Room 131 in place; 4) a cost of [REDACTED] for the installation of additional alarm strobes in the space; 5) a cost of [REDACTED] for the installation of a floor sink and additional data drops; 6) a cost of [REDACTED] for removal of the ware yard loading ramp; 7) a net credit of [REDACTED] for deletion of under cabinet task lighting and overhead media boxes; and 8) a cost [REDACTED] for power poles for the temporary furniture installation and the installation of the permanent power whips for the new furniture.

*Continued on page 2*

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: [REDACTED]  
Name: Glenn V. Dugan  
Title: MANAGER  
Entity Name: UKIAH IMPERIAL, LLC  
Date: 7/14/2017

**FOR THE GOVERNMENT, General Services Administration:**

Signature: [REDACTED]  
Name: Merlin E. Nygren  
Title: Lease Contracting Officer  
Public Buildings Service  
Date: 7/18/2017

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: Michelle L. Shulder  
Title: Project Manager  
Date: 7-14-2017

B. Paragraph 1.08 "Tenant Improvement Allowance" is hereby DELETED and REPLACED with the following:

**"1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance ("TIA") for purposes of this Lease is **\$358,693.78**. The TIA is the amount that the Lessor shall make available for the Government to be used for tenant improvements. This amount is to be amortized in the rent over the FULL Term of this Lease at an annual interest rate of 7 percent."

C. Paragraph 7.03 is hereby added to the lease:

**"7.03 TENANT IMPROVEMENT LUMP SUM PAYMENT**

Additional costs for Tenant Improvements totaling **\$890,654.37** are hereby authorized by the Government, and include the change orders described in Lease Amendment 3. These additional costs will be paid in a one-time, lump-sum payment by the Government to the Lessor when:

- a) The Tenant Improvements have been completed;
- b) The Government has inspected and accepted the Tenant Improvements;
- c) This Lease Amendment has been executed by both parties, and;
- d) The Lessor submits a proper invoice in accordance with the lease.

For this and all other work Lessor may perform at the direction of the Contracting Officer that may not be covered under this lease, the Lessor must comply with the following instructions in order to receive payment:

Invoice Number: The Lessor (hereafter identified as the "vendor") must create and include a unique invoice number on each invoice submitted for payment. The invoice number is the only information provided to the vendor to identify their payment.

Vendor's remit to name and address: If the vendor's management company submits the invoice on behalf of the vendor, please include the name and address of the management company, not the vendor. The vendor's name and address must match the name and address in the GSA vendor file.

GSA Pegasys Document Number: Vendors must cite the GSA Pegasys Document Number (PDN) on their invoices and must submit their invoices directly to the GSA Greater Southwest Finance Center, with a copy to the Contracting Officer.

***Invoices submitted to GSA without the PDN will be immediately returned.***

Invoicing instructions: Vendors must submit invoices electronically on the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors who are unable to submit the invoices electronically, may mail the invoices to the following address:

General Services Administration  
Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must also be provided to the GSA Contracting Officer via e-mail or delivered to the following address:

General Services Administration  
Pacific Rim Region (9PRC)  
Mailbox 9  
50 United Nations Plaza Room 2240  
San Francisco, CA 94102-4912"

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payment will be made retroactively, no monies whatsoever are due under this agreement until thirty (30) calendar days after the date of execution by the Government.

INITIALS:

  
LESSOR

&

  
GOVT