

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NUMBER 003

TO LEASE NO. GS-09B-02807

ADDRESS OF PREMISES 610 West Ash Street, San Diego, CA 92101

THIS AGREEMENT, made and entered into this date by and between Glenborough West Ash, LLC

whose address is 400 South El Camino Real, Suite 1100, San Mateo, CA 94402

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 make alterations to the Premises as described and priced herein, to issue a Notice to Proceed for said alterations and to establish procedures for making a lump sum payment to Lessor for performance of said alterations.

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 7, 8 and 9 are hereby added as follows:

"7. Tenant Improvement Costs

The Lessor has submitted a proposal to add additional cabling to the Premises, share the cost of installing additional electrical to the Premises, and share the cost of emergency guard service at the Premises. The Lessor has submitted pricing as shown below, for the Construction of Said Tenant Improvements in accordance with the Lease. The pricing submitted by Lessor for this work have been determined to be fair and reasonable.

TENANT IMPROVEMENT COSTS	Total
Supply and install sound suppression system	██████████
Run COAX and related cable connections, supplies, equipment for television monitors.	██████████
Run additional COAX and related cable connections, supplies, equipment for television monitors.	██████████
Split cost 50/50 for additional electrical work required due to errors in preparation and review of drawings. Total cost = ██████████. Half of cost = ██████████	██████████
Split cost 50/50 for ██████████ due to failure to implement contract-specified connection to ██████████ and move-in initiated by tenant prior to space acceptance. Total cost = ██████████. Half of cost = ██████████ Government has already paid this invoice. Reimburse government ██████████	██████████
Total	\$5,606.69

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [Signature]

Name: John Woo

Title: Portfolio Manager

Entity Name: Glenborough West Ash, LLC

Date: _____

FOR THE GOVERNMENT:

Signature: [Signature]

Name: DON CRAWFORD

Title: Lease Contracting Officer
GSA, Public Buildings Service

Date: 1.8.13

WITNESSED FOR THE LESSOR BY

Signature: [Signature]

Name: Paula Dorman

Title: Market Lease Analyst

Date: 12/18/12

"8. NOTICE TO PROCEED

Based on this contract requirement, we have reviewed your revised TI costs and determined that they are fair and reasonable. The established value of the original Scope of Work is \$136,323.00, and the established value of the added Scope of Work is \$5,606.69 which brings the cost of the total scope of work for the project to **\$141,929.70**. This Amendment Number 003 to Lease Number GS-09B-02807 represents your Notice to Proceed (NTP) with the construction of the additional TIs. The lease requires completion of the construction of the additional TIs not later than August 31, 2012."

"9. 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 3517B, 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:

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.

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

GSA, Real Estate Division – San Diego
Attention: Diane Gaffney, Leasing Specialist
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 the Lease shall remain in force and effect.

-----END-----



Lessor

&



Government