

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-09B-02860
ADDRESS OF PREMISES 2409 LA BRUCHERIE ROAD IMPERIAL, CA 92251-9592	PDN Number:

THIS AMENDMENT is made and entered into between: IMPERIAL INDUSTRIAL GROUP, LTD

whose address is: 12675 Danielson Court, Suite 414
Poway, CA 92064

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 establish beneficial occupancy, authorize and incorporate Change Order 1 and establish the rent withhold for the Adjustment for Vacant Premises.

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:

Paragraph 3 is deleted in its entirety and the following substituted therefore. Paragraph 22 is hereby added.

3. The Government shall pay the Lessor annual rent per month in arrears, as follows.

This Lease Amendment contains 3 pages and Exhibit B.

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: Paul E. Engh
 Title: GENERAL PARTNER
 Date: 9-10-2013

FOR THE GOVERNMENT:

Signature: 
 Name: Lawrence C. Becker
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: SEP 11 2013

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Glenn R. Duran
 Title: Property Mgr.
 Date: 9-10-2013

Block A [REDACTED]:

Years	Shell Rate (RSF/YR)	TI Amortization 0%	Base Cost of Services (RSF/YR)	Total Annual Rate (RSF/YR)	Total Annual Rent	Total Monthly Rent
07/18/2012 to 07/17/2022	\$13.45	\$3.125462	\$5.00	\$21.575462	\$152,948.45	\$12,745.70

Block B [REDACTED]:

Years	Shell Rate (RSF/YR)	TI Amortization 0%	Base Cost of Services (RSF/YR)	Total Annual Rent (RSF/YR)	Total Annual Rent	Total Monthly Rent
07/18/2012 to 11/17/2012	\$13.45	\$0.00	\$5.00	\$18.45	\$80,312.85	\$6,692.74
Blocks A & B Total Rent					\$233,261.30	\$19,438.44

Block B (VACANT):

Years	Shell Rate (RSF/YR)	TI Amortization 0%	Base Cost of Services (RSF/YR)	Total Annual Rent (RSF/YR)	Total Annual Rent	Total Monthly Rent
11/18/2012 to 08/14/2013	\$13.45	\$0.00	\$1.00*	\$14.45	\$62,900.85	\$5,241.74
Blocks A & B Total Rent					\$215,849.30	\$17,987.44

Block B [REDACTED]:

Years	Shell Rate (RSF/YR)	TI Amortization 0%	Base Cost of Services (RSF/YR)	Total Annual Rent (RSF/YR)	Total Annual Rent	Total Monthly Rent
08/15/2013 to 07/17/2022	\$24.68	\$5.401067	\$5.00	\$35.081067	\$152,707.88	\$12,725.66
Blocks A & B Total Rent					\$305,656.33	\$25,471.36

* The Adjustment for Vacant Premises for Block B of \$4.00/ABOA square feet, commencing November 18, 2012 to August 14, 2013, will result in a rent credit toward the rent payments due under this Lease of \$12,892.06 commencing with Beneficial Occupancy of Block B.

Rent for a lesser period shall be prorated. Rent shall be payable to:

Imperial Industrial Group, LTD
12675 Danielson Court, Suite 414
Poway, CA 92064

INITIALS: PE & LD
LESSOR & GOVT

22. **CHANGE ORDERS:** On July 2, 2013, a NTP was issued for the construction of TI's for Block B for a TI cost to the Government of \$211,597.58, which was amortized into the rental rate. Subsequently, Change Order 1 for \$63,574.07 has been authorized and incorporated into the TI cost. The total cost for Tenant Improvements now exceeds the tenant improvement allowance. The Government hereby orders the excess balance in the amount of \$63,574.07. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$63,574.07 pursuant to the following:

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 an amount not to exceed **\$63,574.07** 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
- GSA PDN #

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

A copy of the invoice shall be simultaneously submitted to the GSA Contracting Officer at: GSA, Real Estate Acquisition Division, 333 W. Broadway, Suite 1001, San Diego, CA 92101.

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INITIALS: RF & UP
LESSOR GOVT