GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 02
LEASE AMENDMENT	TO LEASE NO. GS-09P-LCA03106
ADDRESS OF PREMISES	PDN Number:
8810 Rio San Diego Drive San Diego, CA 92108	

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 issue partial notice to proceed for alteration design work for VBA 4th floor alterations and revise effective date of clinical janitorial services for **services**.

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 Paragraphs 1.03 entitled 'Rent and Other Consideration' and Paragraph 7.05 entitled 'Notice to Proceed for Alterations' is added, as shown below:

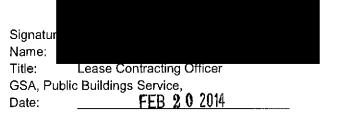
This Lease Amendment contains (3) pages.

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:

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Signature:	
Name:	
Title:	Authonzed Representative
Entity Nam	e: 8808 Rio San Diego Drive, LLC
Date:	2-7-14





WITNESSE			
Signatur e:			
Title:	Cylinting Assistant		
Date:	02-07-2014		

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1.03 RENT AND OTHER CONSIDERSATION (JUN 2012)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

October 01, 2013 – December 31, 2013			
		Annual Rent	Annual Rate / RSF
	¹ Shell Rental Rate	\$2,593,524.90	\$19.65
	² Operating Costs	\$1,168,076.10	\$8.85
	Full Service Rate	\$3,761,601.00	\$28.50
	³ Tenant Improvement Allowance /Lessor Contribution	\$2,829,780.00	

Shell rent calculation: \$19.65 per RSF multiplied by 131,986 RSF

²Operating Costs rent calculation: \$8.85 per RSF multiplied by 131,986 RSF

³ Tenant Improvement/Lessor Contribution as outlined in Paragraph 7.02

January 01, 2014 – September 30, 2023			
		Annual Rent	Annual Rate / RSF
	¹ Shell Rental Rate ⁴ Operating Costs	\$2,593,524.90 \$1,361,740.74	\$19.65 \$10.32
	Full Service Rate	\$3,955,265.64	\$29.97
	³ Tenant Improvement Allowance /Lessor Contribution	\$2,829,780.00	

Shell rent calculation: \$19.65 per RSF multiplied by 131,986 RSF

³Tenant Improvement/Lessor Contribution as outlined in Paragraph 7.02

⁴Operating Costs rent calculation: Annual operating costs of \$1,168,076.10 plus clinical costs of \$193,664.64; therefore the annual blended rate is \$10.32/RSF

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. If the first or last month of this lease are for less than a full calendar month, then rent shall be pro-rated based on the actual number of days of occupancy for that month.
- E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.
- F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - 1. The leasehold interest in the Property described in the paragraph entitled "The Premises";
 - 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 - 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

INITIALS:

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7.05 NOTICE TO PROCEED FOR ALTERATIONS

A. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a partial Notice to Proceed is hereby issued for the alteration design work, as identified herein as Exhibit L, at a total cost not to exceed \$20,491.56, 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
	Permit Cost	\$2,381.33
	Total Lump Sum Cost	\$20,491.56

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 \$20,491.56** shall be submitted via the GSA Finance website at <u>www.finance.gsa.gov</u>.

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.

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