

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-09P-LCA03366
ADDRESS OF PREMISES 4920 Greencraig Lane San Diego, CA 92123-1673	PS0040904

THIS AMENDMENT is made and entered into between **EGP DEA WH SAN DIEGO LLC**

whose address is: 2101 L STREET NW
 SUITE 650
 WASHINGTON DC, 20037-1659

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 give Notice to Proceed Construction for Tenant Improvements and BSAC Work, and to provide a means of payment for the Tenant Improvement and BSAC Cost Overage.

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 1.06 J is deleted and replaced from the Lease, and Paragraphs 7.05 and 7.06 are added to the Lease as follows:

1.06 J. HVAC REPLACEMENT: NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed is hereby issued for the replacement of the existing HVAC equipment in the amount not to exceed \$440,450.00 per the scope of work as outlined in Exhibit D attached to the Lease.

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: [Redacted]
 Name: MEGHAN G. BAIVIER
 Title: CHIEF FINANCIAL & OPERATING OFFICER
 Entity Name: EGP DEA WH SAN DIEGO LLC
 Date: 3/22/18

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: Daniel J. McGrath
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 3/23/18

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: NICHOLAS A. NIMEGALA
 Title: VICE PRESIDENT
 Date: 3/22/18

7.05. BSAC WORK: NOTICE TO PROCEED CONSTRUCTION

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed is hereby issued for the BSAC work in the amount not to exceed \$425,689.69, per the scope of work outlined below:

1	FENCE - Replace Perimeter Security Fence and Gate				
a.	Security	Replace Perimeter Security Fence (8' to Top of Curve - Aluminum)	BSAC	Legend	
b.	Security	Motorized Dual Split Sliding Gate (Including Track)	BSAC	Legend	
c.	Security	Electrical Distribution to Gate Motors	BSAC	Neil	
d.	Security	Recessing of Gate Track	BSAC	Lusardi	
e.	Security	Landscaping Repairs	BSAC	Lusardi	
PHASE I - SUBTOTAL TI & BSAC PROJECTS					
GENERAL CONDITIONS					
INSURANCE					
				1.00%	
GC OVERHEAD AND PROFIT					
				8.00%	
PHASE I - SUBTOTAL PROJECT COSTS					
A/E FEES (ITEM 1)					
LESSOR PM FEE					
				6.00%	
PHASE I - TOTAL BSAC PROJECT COSTS					\$ 425,689.69

7.06 TENANT IMPROVEMENT & BSAC COST OVERAGE

A. The total cost for the Tenant Improvements in the amount of **\$440,450.00** exceeds the Tenant Improvement Allowance of \$141,723.47 and as such, the tenant improvement cost overage is **\$298,726.53**. The Government hereby orders this overage to be included as an addition to the Tenant Improvement Allowance and shall be paid via lump sum.

B. The total cost for the BSAC in the amount of \$425,689.69 exceeds the BSAC Allowance of **\$404,350.00** and as such, the BSAC cost overage is **\$21,339.69**. The Government hereby orders this overage to be included as an addition to the BSAC Allowance and shall be paid via lump sum.

C. Upon completion and acceptance of Tenant Improvement and BSAC 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 **\$320,066.22** (\$298,726.53 + \$21,339.69) shall be 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

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

INITIALS:


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- 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)

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.

All other terms of the Lease shall remain in full force and effect.

INITIALS:


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