

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-09B-02828
ADDRESS OF PREMISES 555 West Beech Street, Ste. 205 San Diego, CA. 92101	

THIS AMENDMENT is made and entered into between MCS Orchard Plaza LLC

whose address is: 990 Highland Drive  
Suite 200  
Solana Beach, CA. 92075-2427

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

WHEREAS, the parties hereto desire to amend the above Lease.

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: To issue a Notice to Proceed, to order Tenant Improvements which exceed the tenant improvement allowance, and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance. In this regard, Paragraph 1.13 has been added:

**1.13 NOTICE TO PROCEED:**


The Government has determined that the bid submitted is fair and reasonable and is hereby issuing the Notice to Proceed for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$372,711.00 inclusive of all management and architectural fees. Sub-paragraphs A and B provide a breakdown of the total payment of these costs.

- A. The total and final costs for the Tenant Improvements are \$372,711.00. The Tenant Improvement Allowance is \$182,235.00 and will be amortized into the rent over the firm term at 10% per annum.
- B. The Government shall make a "LUMP SUM" payment within 30 days upon receipt of an original invoice after completion and acceptance of the work and the space by the Government in the amount of \$190,476.00.

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:   
Name: Matthew C. Strauss  
Title: Manager  
Entity Name: MCS Orchard Plaza LLC  
Date: 9/30/13

FOR THE GOVERNMENT:

Signature:   
Name: Regina Nickerson  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 5-6-2013

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Christie Parker  
Title: Vice President of Real Estate  
Date: 9/30/13

Payment will be due only for items which are both: (a) shown on the Government's approved layouts or (b) changes requested in writing by the Contracting Officer.

- C. Invoice: The invoice shall annotate the name and address of the submittee (the submittee must match the name and address in the Government's vendor file), and an invoice number. After execution of this SLA, GSA will forward a PS number which must be on the invoice in order to get paid. The Lessor shall submit an original and one copy of the invoice for the Tenant Improvement Overage. The Original Invoice shall be submitted either electronically to the Finance Website at <http://www.finance.gsa.gov> or mailed to:

GSA, Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102

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

Regina Nickerson  
General Services Administration  
Real Estate Acquisition Division  
450 Golden Gate Avenue, 3<sup>rd</sup> Floor East  
San Francisco, CA. 94102

- D. 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 or 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.

INITIALS:

  
LESSOR

&

  
GOVT