

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-09B-02830
ADDRESS OF PREMISES 3916 Missouri Flat Road, Suite A Placerville, California 95370-5193	PDN Number: N/A

THIS AMENDMENT is made and entered into between **PALOS VERDES PROPERTIES, INC.** a California corporation whose address is: 4330 Golden Center Drive, Suite D, Placerville, CA 95667-6232, and whose interest in the Property described herein is that of Owner, and 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 document changes in the form of future lease amendments, establish the expected date of delivery of the premises, correct the tenant improvement allowance and the tenant improvement amortization, and document and arrange payment for increased tenant improvement costs:

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 **February 20, 2013** as follows:

- A. Use of GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
 - B. Paragraphs 9, 16, and 28 of the lease are hereby deleted in their entirety and replaced with the following:
- "9. The Government shall pay the Lessor annual rent as follows:

For months 1 through 60, annual rent of **\$369,527.05** at the rate of \$30,793.92 per month in arrears:


Rent: Years 1-5	Annual Rent	Monthly Rent
Shell Rent	\$274,350.00	
TI Amortization	\$50,354.09	
Operating Costs	\$44,822.96	
Total	\$369,527.05	\$30,793.92

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: President

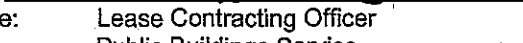
Title: Palos Verdes Properties Inc.

Entity Name: Palos Verdes Properties Inc.

Date: 2-22-13

FOR THE GOVERNMENT, General Services Administration:


Signature: 

Name: 

Title: Lease Contracting Officer
Public Buildings Service

Date: FEB 27 2013

WITNESSED FOR THE LESSOR BY:

Signature: 

Name: THORA ALVIC-WATSON

Title: Administration Secretary

Date: 2-22-13

For months 61 through 120, annual rent of \$396,902.05 at the rate of \$33,075.17 per month in arrears:

Rent: Years 6-10	Annual Rent	Monthly Rent
Shell Rent	\$301,725.00	
TI Amortization	\$50,354.09	
Operating Costs	\$44,822.96	
Total	\$396,902.05	\$33,075.17

For months 121 through 180, annual rent of \$376,697.96 at the rate of \$31,391.50 per month in arrears:

Rent: Years 11-15	Annual Rent	Monthly Rent
Shell Rent	\$331,875.00	
Operating Costs	\$44,822.96	
Total	\$376,697.96	\$31,391.50

Rent for a lesser period shall be prorated, and shall be paid through Electronic Funds Transfer (EFT), payable to:

Palos Verdes Properties, Inc.
4330 Golden Center Drive, Suite D
Placerville, CA 95667-6232"

"16. TENANT IMPROVEMENT ALLOWANCE:

The maximum Tenant Improvement Allowance is hereby established as \$353,505.60, and shall be amortized over the ten (10) year firm term of the lease at an interest rate (amortization rate) of 7.5% per year and paid as described in paragraph 9 above."

"28. The expected date of delivery of the premises is: August 15, 2013."

C. Paragraph 29 is hereby added to the lease:

"29. Additional costs for Tenant Improvements totaling \$139,986.40 are hereby authorized by the Government. These additional costs will be paid in a one-time, lump-sum payment by the Government to the Lessor when:

- a) The Tenant Improvements have been completed;
- b) The Government has inspected and accepted the Tenant Improvements;
- c) This Lease Amendment has been executed by both parties, and;
- d) The Lessor submits a proper invoice in accordance with the lease.

For all other work Lessor may perform at the direction of the Contracting Officer that may not be covered under this lease, the Lessor must comply with the following instructions in order to receive payment:

Invoice Number: The Lessor (hereafter identified as the "vendor") must create and include a unique invoice number on each invoice submitted for payment. The invoice number is the only information provided to the vendor to identify their payment.

Vendor's remit to name and address: If the vendor's management company submits the invoice on behalf of the vendor, please include the name and address of the management company, not the vendor. The vendor's name and address must match the name and address in the GSA vendor file.

GSA Pegasys Document Number: Vendors must cite the GSA Pegasys Document Number (PDN)[to be provided by the Contracting Officer] on their invoices and must submit their invoices directly to the GSA Greater Southwest Finance Center, with a copy to the Contracting Officer. *Invoices submitted to GSA without the PDN will be immediately returned.*

Invoicing instructions: Vendors must submit invoices electronically on the GSA Finance Website at www.finance.gsa.gov. Vendors who are unable to submit the invoices electronically, may mail the invoices to the following address:

General Services Administration
Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

INITIALS:


LESSOR

&


GOV'T