

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 002
	TO LEASE NO. GS-09B-02894
ADDRESS OF PREMISES: 700 E. 24 <sup>th</sup> Street National City, CA 91950-7009	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between Alturas Imperial, LLC

whose address is: 12675 Danielson Court  
Suite 414  
Poway, CA 92064-6835

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 a Notice to Proceed Construction, establish the Tenant Improvement Cost Overage, and provide for Lump Sum Payment of the Tenant Improvement Cost Overage.

**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. In this regard, Paragraphs 1, 2, 3 and Exhibit B consisting of the Construction SOW have been added to the Lease as follows:

"1. **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 Construction (NTP) is hereby issued for the construction of Tenant Improvements at a total cost not to exceed \$347,483.15 inclusive of all management and architectural fees. This NTP is subsequent to the NTP issued on December 20, 2013 (Partial NTP) in the amount of \$544,662.15. In sum, the total project cost to date is \$894,379.67 and is allocated as follows: \$546,896.52 shall be amortized into the rental rate per Section 1.03 of the Lease, and \$347,483.15 shall be paid via lump sum per paragraph 2 of the Lease".

"2. **Tenant Improvement Cost Overage:** The total cost for the Tenant Improvements in the amount of \$894,379.67 exceeds the Tenant Improvement Allowance of \$546,896.52 (\$47.13 \* 11,604 ABOA square feet) and as such, the tenant improvement cost overage is \$347,483.15.

This Lease Amendment contains 1 page.

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: [Redacted]  
Title: MANAGER  
Entity Name: ALTURAS IMPERIAL LLC  
Date: 1/16/2014

**FOR THE GOVERNMENT:**

Signature: [Redacted]  
Name: [Redacted]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 1/27/14

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
Name: Michelle Snyder  
Title: Project Manager  
Date: 1-16-2014

"3. Upon completion and Government acceptance of the premises, 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 \$347,483.15** shall be submitted to:

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

Alternatively, the Lessor may submit the invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

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

General Services Administration  
Attn: Daniel J. McGrath  
401 West A Street  
Suite 2075  
San Diego, CA 92101

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 the Government executes this Supplemental Lease Agreement)

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

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

INITIALS:  &   
LESSOR & GOV'T