

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01
	TO LEASE NO. GS-09P-LCA03106
ADDRESS OF PREMISES 8810 Rio San Diego Drive San Diego, CA 92108	PDN Number:

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 include clinical janitorial services for [REDACTED] and to establish beneficial occupancy for both [REDACTED].

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 Paragraph entitled 'Lease Term', Paragraphs 1.03 and 1.11 are deleted and replaced, Paragraph 1.07 is amended and paragraph 7.04 is added, all as shown below:

LEASE TERM

TO HAVE AND TO HOLD the said Premises WITH ITS APPURTENANCES for the term beginning on October 01, 2013 through September 30, 2023.

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: Jo [REDACTED]
Title: Authorized Representative
Entity Name: 8808 Rio San Diego Drive, LLC
Date: 9-9-13

FOR THE GOVERNMENT:

Signature: Larry Becker
Name: Larry Becker
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: SEP 10 2013

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Date: 9.9.2013

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 – November 30 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	

¹Shell rent calculation: \$19.65 per RSF multiplied by 131,986 RSF

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

³Tenant Improvement/Lessor Contribution as outlined in Paragraph 7.02

December 01, 2013 – September 30, 2023			
		Annual Rent	Annual Rate / RSF
██████████	¹ Shell Rental Rate	\$2,593,524.90	\$19.65
	⁴ Operating Costs	\$1,361,740.74	\$10.32
██████████	Full Service Rate	\$3,955,265.64	\$29.97
	³ Tenant Improvement Allowance /Lessor Contribution	\$2,829,780.00	

¹Shell 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:  & 
 LESSOR & GOVT

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are incorporated by reference and Exhibit K is attached to this Lease Amendment and hereby made a part of this Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	4	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS LEVEL IV	4	C
AGENCY GENERAL AND SPECIAL REQUIREMENTS	31	D
GSA FORM 3517B GENERAL CLAUSES	33	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
AMENDMENTS TO RLP No. 03106	1	G
EQUIPMENT LIST – SUPPLEMENTAL HVAC UNITS	4	H
24-HOUR HVAC DESIGNATED ROOM(S)	4	I
SUBCONTRACTING PLAN	17	J
██████████ SCOPE OF WORK	4	K

1.11 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the base rate for operating costs shall be **\$10.32 to \$1,361,740.74** (Operating Costs of \$1,168,076.10 plus Clinical Janitorial for ██████████ of \$193,664.64).

7.04 CLINICAL JANITORIAL SERVICES

- A. Lessor will provide all labor, supervision, equipment, and materials required to provide the services described in Exhibit K. All work performed pursuant to Exhibit K will be performed in accordance with industry standards and will be performed in a professional manner. Lessor is to provide a lead contact person to oversee the custodial work.
- B. Lessor shall comply with GSA and client security requirements and obtain clearances prior to starting work. No convicted felons are permitted on site. Lessor must ensure that all of its employees have/carry current state driver's licenses, state identification cards, a "green card" or Social Security Card while on the job site.
- C. Services described in Exhibit K to be provided Monday – Friday throughout the facility. Specifically, in the section entitled Supplemental Clinical Janitorial, Paragraph A & B to be provided after hours or after 4:30pm on Monday -- Friday and the second paragraph (medical day porter services) to be provided as needed between the hours of 7:00am – 4:30pm on Monday -- Friday.
- D. The scope of work for the Clinic Janitorial Services includes four (4) terminal cleanings per month and two (2) safety / clinical inspections per month. Should the Government require additional inspections in any given month, the cost shall be ██████████ per additional inspection. The number of terminal cleanings shall be reconciled annually and to the extent it exceeds 48, the cost for any additional terminal cleanings shall be equal to ██████████ per each additional terminal cleaning. To the extent the number of terminal cleanings is less than 48, the Government shall receive a credit of ██████████ per terminal cleaning.

INITIALS:  & 
LESSOR & GOVT