

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 1</b>	
	<b>TO LEASE NO. GS-09B-03354</b>	
<b>ADDRESS OF SPACE: 3247 W. MARCH LANE, STOCKTON, CA 95219</b>	<b>PDN Number:</b>	<b>Page 1 of 2</b>

**THIS AGREEMENT, made and entered into this date by and between March Lane Owners, LLC**

**whose address is**

**18301 VON KARMON, SUITE 250, IRVINE, CA 92612**

**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 increase the firm term of the lease and issue a Notice to Proceed and provide for Lump Sum Payment of the 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 as follows:**

**The Lease Term is hereby deleted and substituted therefore and Paragraphs 1.17, 1.18, and 1.19 are hereby added:**

**"LEASE TERM**

**To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of**

**15 Years, 7 Years Firm,**

**subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government."**

**"1.17. NOTICE TO PROCEED**

**Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted for the [redacted] space located on the 3<sup>rd</sup> floor is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements at total cost not to exceed \$1,055,025.00 inclusive of all management and architectural fees."**

**"1.18. Per Paragraph 1.07 B the Government elects to make a lump sum payment for the amount of \$1,036,640.00. Upon completion, inspection, and acceptance of the space, the Government shall adjust Paragraph 1.03 to reflect this lump sum payment along with any additional change orders that may occur during construction."**

2

**\*1.19. Upon completion and acceptance of Tenant Improvements identified herein, 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 \$1,036,640.00 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](http://www.finance.gsa.gov)**

**A copy of the invoice shall be simultaneously submitted to the Leasing Specialist at:**

**GSA, Real Estate Division  
Attention: Eric Johnson  
50 United Nation Plaza  
2<sup>nd</sup> Floor, Suite 2265  
San Francisco, CA 94102**

**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 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.\***

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

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.	
<b>FOR THE LESSOR:</b>  Signature:  Name: <u>WESLEY HI SMITH JR</u> Title: _____ Entity Name: <u>MARCH LAKE OWNERS, LLC</u> Date: <u>9.21.2014</u>	<b>FOR THE GOVERNMENT:</b>  Signature:  Name: _____ Title: <u>Lease Contracting Officer</u> <u>GSA, Public Buildings Service,</u> Date: <u>9/23/14</u>
<b>WITNESSED FOR THE LESSOR BY:</b>  Signature:  Name: _____ Title: <u>Notary Public</u> Date: <u>09-21-2014</u>	
	Lease Amendment Form 12/12

2