

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09B-02860
ADDRESS OF PREMISES 2409 LA BRUCHERIE ROAD IMPERIAL, CA 92251-9592	PDN Number:

THIS AMENDMENT is made and entered into between: IMPERIAL INDUSTRIAL GROUP, LTD

whose address is: 7825 FAY AVENUE, SUITE 250  
LA JOLLA, CA 92037

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 separate the space into Blocks A & B, add additional free space to Block B, incorporate the Tenant Improvement Allowance and Design and Construction procedures for Block B, add parking for Block B, and add Exhibit B.

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:

USE OF THE 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".

Paragraphs 1, 3, 15 are deleted in their entirety and the following are substituted therefore. Paragraph 4 is hereby deleted in its entirety, paragraph 21 is hereby added.

1. The Lessor hereby leases to the Government the following described premises:  
11,442 rentable square feet (RSF), yielding approximately 11,048 ANSI/BOMA Office Area (ABOA) square feet and related space and an additional 277 RSF yielding 277 ABOA square feet of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total of 11,442 RSF/11,048 ABOA square feet indicated above, for a total of 11,719 RSF, yielding 11,325 ABOA square feet located at the 2409 La Brucherie Road, Imperial CA 92251-9592, as depicted on Exhibit A, to be used FOR SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

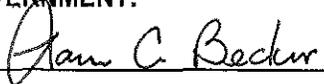
This Lease Amendment contains 3 pages and Exhibit B.

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.

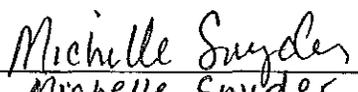
FOR THE LESSOR:

Signature:   
Name: CRAIG S. METZ  
Title: GENERAL PARTNER  
Date: JUNE 5, 2013

FOR THE GOVERNMENT:

Signature:   
Name: Lawrence C. Becker  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: JUN 05 2013

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Michelle Snyder  
Title: Project manager  
Date: 6-5-13

The premises will be divided into Blocks as follows:

**BLOCK A**: 7,089 RSF yielding approximately 6,695 ABOA square feet and related space located at 2409 La Brucherie Road, Suite 3, Imperial, CA 92251-9592, together with eight (8) on-site parking spaces (4 reserved covered spaces and 4 surface spaces) as depicted on attached Exhibit A, now identified as Block A.

**BLOCK B (VACATED SPACE)**: 4,353 RSF yielding approximately 4,353 ABOA square feet and related space and the additional 277 RSF yielding 277 ABOA square feet of free space referenced above for a total of 4,630 RSF, yielding approximately 4,630 ABOA square feet located at 2409 La Brucherie Road, Suite 4, Imperial, CA 92251-9592, together with on-site parking spaces required by code, now identified as Block B.

Upon establishing Beneficial Occupancy for Block B, Lessor shall provide an additional twenty-two (22) onsite parking spaces, ten (10) of which are reserved, secured, & covered and six (6) are reserved and secured, at no additional cost to the Government.

All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

3. The Government shall pay the Lessor annual rent per month in arrears, as follows.

**Block A:**

Years	Shell Rate (RSF/YR)	TI Amortization 0%	Base Cost of Services (RSF/YR)	Total Annual Rate (RSF/YR)	Total Annual Rent	Total Monthly Rent
07/18/2012 to 07/17/2022	\$13.45	\$3,125,462	\$5.00	\$21,575,462	\$152,948.45	\$12,745.70

**Block B:**

Years	Shell Rate (RSF/YR)	TI Amortization 0%	Base Cost of Services (RSF/YR)	Total Annual Rent (RSF/YR)	Total Annual Rent	Total Monthly Rent
07/18/2012 to Occupancy	\$13.45	\$0.00	\$5.00	\$18.45	\$80,312.85	\$6,692.74
Blocks A & B Total Rent					\$233,261.30	\$19,438.44

**Block B:**

Years	Shell Rate (RSF/YR)	TI Amortization 0%	Base Cost of Services (RSF/YR)	Total Annual Rent (RSF/YR)	Total Annual Rent	Total Monthly Rent
Occupancy to 07/17/2022	\$24.68*	\$5,401,067	\$5.00	\$35,081,067	\$152,707.88	\$12,725.66
Blocks A & B Total Rent					\$305,656.33	\$25,471.36

INITIALS: CEM & LB  
LESSOR & GOVT

\* The Adjustment for Vacant Premises for Block B of \$4.00/ABOA square feet, commencing November 18, 2012 to Beneficial Occupancy of Block B, will be credited toward the shell rent payments due under this Lease in two equal credits for the first two months of the term commencing with Beneficial Occupancy of Block B.

Rent for a lesser period shall be prorated. Rent shall be payable to:

Imperial Industrial Group, LTD  
7825 Fay Avenue, Suite 250  
La Jolla, CA 92037

**15. TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance (TIA) for Block A has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The TIA shall be amortized over the full ten (10) year term of the lease agreement at an interest rate (amortization rate) of zero (0)% per year. The final TIA used for Block A [REDACTED] is \$221,564.00. The TIA for Block B [REDACTED] has been established at \$211,597.58 amortized at 0% over the remaining term, approximately nine (9) years, upon establishing Beneficial Occupancy for Block B [REDACTED]. Lessor, at Lessor's sole cost, shall be responsible for the cost of any Tenant Improvements (TI's) that exceed the stated TIA for Block B, as defined by the completed Construction Documents. After negotiation and acceptance of the TI price, the Government shall issue a Notice to Proceed (NTP) to the Lessor for the construction of the TI's. The Government shall be responsible for the cost of any Change Orders subsequent to the issuance of the NTP.

**21. BLOCK B DESIGN AND CONSTRUCTION:** The design, TI pricing, construction and acceptance of space will be carried out in accordance with Section 5.0 "DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES" of the SFO and Paragraphs 16-18 of the Lease Agreement, except that the design and construction schedule will be mutually agreed upon by the Lessor and Government.

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INITIALS: IBM & LB  
LESSOR GOVT