

LEASE AMENDMENT

LEASE AMENDMENT NO. 2	TO LEASE NO. GS-09B-02935	DATE <i>October 1, 2012</i>	PAGE 1 of 3
ADDRESS OF PREMISES Cortez Office Center, 321 Cortez Circle, Camarillo, CA 93012			

THIS AGREEMENT, made and entered into this date by and between **Camarillo Property Development, LLC** whose address is **ATTN: Lawrence P. Coassin** *jr*
280 Trumbull Street
Hartford, Connecticut 06103-3509

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 approve Change Orders 1 through 5 for additional Tenant Improvements which exceed the tenant improvement allowance and increase the amount for Lump-Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

Paragraphs 27 and 28 are hereby deleted in their entirety and replaced with the following:

"27. Notice to Proceed: Supplemental Lease Agreement #1 records the Notice to Proceed with Tenant Improvements (TIs) effective June 13, 2012. The Lessor agrees to complete the TIs in accordance with all terms and conditions of the Lease and Government reviewed Construction Drawings for a total cost of \$2,021,036.00. Of this amount, \$751,929.98 (based on \$47.134080/ABOA office sf) is amortized in the rent as stated in lease Paragraph 17 at the rate of 7% over the 60 month firm term of the Lease."

(Continued on Page 2)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE <i>Lawrence P. Coassin</i>	NAME OF SIGNER Lawrence P. Coassin
ADDRESS ATTN: LAWRENCE P. COASSIN 280 Trumbull St. HARTFORD, CT 06103	

IN PRESENCE OF

SIGNATURE <i>Lynn E. Dombrauskas</i>	NAME OF SIGNER LYNN E. DOMBRAUSKAS
ADDRESS	

UNITED STATES OF AMERICA

SIGNATURE <i>James Valt</i>	NAME OF SIGNER James Valt
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT NO. 2 TO LEASE #GS-09B-02935

"28. LUMP SUM PAYMENT. The total cost for Tenant Improvements in the amount of \$2,021,036.00 exceeds the tenant improvement allowance of \$751,929.98 which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$1,269,106.02. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor by lump sum payment in the amount of \$1,269,106.02 pursuant to Paragraph 30, herein. The successful completion of the items will constitute "substantial completion" for rental commencement purposes. The Lessor hereby waives restoration as a result of all improvements."

Paragraphs 29 and 30 are hereby added:

"29. LUMP-SUM PAYMENT FOR CHANGE ORDERS. With Change Orders 1 through 5 in the amount of \$69,599.09, as listed in the following table and attached hereto, the total cost for Tenant Improvements in the amount of \$2,090,635.09 exceeds the tenant improvement allowance of \$751,929.98 which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$1,338,705.11.

<u>Item</u>	<u>Description of Work</u>	<u>Cost</u>
Change Order 1	Miscellaneous changes requested by Agency	██████████
Change Order 2 (CREDIT)	Changes from Bulletin #1	██████████
Change Order 3	Door frame and hardware changes	██████████
Change Order 4	Revised Security requirements	██████████
Change Order 5*	Revised cabling plans	██████████
Total Cost		\$69,599.09

*With additional Lessor and A/E fees, actual cost of Change Order #5 is ██████████. The remaining balance of \$1,830.10 will be provided when lump-sum payment is approved for additional Change Orders.

The Lessor hereby waives restoration as a result of all improvements."

"30. INVOICE FOR LUMP-SUM PAYMENT. 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 \$1,338,705.11** 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

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

GSA, Real Estate Division – Los Angeles
Attention: James Valk
300 N Los Angeles Street, Suite 4100
Los Angeles, CA 90012
Phone: 213 894 0550
Email: james.valk@gsa.gov

INITIALS:  LESSOR
GOVT

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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

Full execution of this agreement by the Government will serve as the Lessor's Notice to Proceed.

Change orders or variances to the scope of work, without obtaining approval in writing by the Government's Contracting Officer, may be rejected by the Government.

The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS:  LESSOR
GOVT