GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2		
	TO LEASE NO. GS-09B-03074		
LEASE AMENDMENT			
ADDRESS OF PREMISES:	PDN Number: N/A	Page 1 of 2	
940 SECOND AVE			
MARINA, CA 93933-6009			

THIS AMENDMENT is made and entered into between Marina Coast Water District

whose address is:

11 Reservation Dr., Marina CA, 93933

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; incorporate and order Tenant Improvements and provide for Lump Sum Payment of the tenant improvement costs.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Paragraphs 7.02, 7.03 and 7.04 are hereby added:

## 7.02. Notice to Proceed

Notice to proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$892.223.10

## 7.03. Lump sum payment

Date:

The total cost for Tenant Improvements in the amount of \$892,223.10 exceeds the tenant improvement allowance of \$502,615.33, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$389,607.77 be paid via lump sum upon completion of Tenant Improvement. The Lessor shall construct all Tenant Improvements in accordance with all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$389,607.77. The Lessor hereby waives restoration as a result of all improvements."

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.

FOR THE LESSOR:	FOR THE GOVERNMENT:		
Signature: Name: Title: Entity Name: Date:	Name: Lease Contracting Officer GSA, Public Buildings Service,		
WITNESSED FOR THE LESSOR BY:			
Signature:Name:Title:			

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2	
	TO LEASE NO. GS-09B-03188	
LEASE AMENDMENT		
ADDRESS OF PREMISES:	PDN Number: NA	Page 2 of 2
1 SANSOME STREET SAN FRANCISCO, CA, 94104-4448		
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## 7.04. Payment

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 \$389,607.77 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 Leasing Specialist at:

GSA, Real Estate Division Attention: David Gutierrez 50 United Nation Plaza 2nd Floor, Rm 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."

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

INITIALS:		&	
	LESSOR		GOV'T