

Supplemental Lease Agreement
Number 7

Lease Number:

GS-09B-01701

Date:

April 15, 2013

2660 Park Marina Drive, Redding, CA

THIS AGREEMENT made and entered into this date by and between **TUSCAN IMPERIAL LLC**.whose address is: ~~7825 Fay Avenue, Suite 250, La Jolla, CA 92037~~

12675 Danielson Ct., Suite 414, Poway, CA 92064

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 and provide for a lump sum payment for FEI Room Remodel;**THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:**Paragraphs 31, 32, and 33 are hereby added:****"31. NOTICE TO PROCEED**

Following a Government review of the submitted cost proposal dated April 10, 2013, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the work outlined in Paragraph 32. The total cost for the work shall not exceed \$219,189.45 inclusive of all management and architectural fees."

"32. Approved work includes installation, including all labor and materials, of the FEI Room Remodel. The total cost includes all management and architectural fees. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed the items from the Premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

Continued on Sheet 1

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, **Tucson Imperial LLC**

By

(Signature)

(Title)

In Presence of

(Signature)

(Address)

United States Of America, General Services Administration, Public Buildings Service.

Megan Stefani

CONTRACTING OFFICER
(Official Title)

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA)
NO. 7 TO LEASE #GS-09B-01701**

"33. Upon completion, inspection, and acceptance of the work identified in Paragraph 29, the Government shall reimburse the Lessor. The Original Invoice, in the amount of **\$219,189.45** 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 **MUST** be simultaneously submitted to the Contracting Officer's representative at:



GSA, Real Estate Division – San Francisco
Attention: Christine R. Wong
450 Golden Gate Avenue
3rd Floor East
San Francisco, CA 94102

In order to ensure payment, 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: To be provided to Lessor shortly after execution of this SLA.

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 Government