

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

**SUPPLEMENTAL
AGREEMENT No. 1**

DATE 7 July 2011

TO LEASE NO. GS-09B-02551

ADDRESS OF PREMISES 510 Commerce Court, Manteca 95336

THIS AGREEMENT, made and entered into this date by and between **MANTECA IMPERIAL, LLC**
whose address is

7825 Fay Avenue, Suite 250, La Jolla, CA 92037-4259

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 which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

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

Paragraphs 28, 29, and 30 are hereby added:

"28. NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$471,583.11, inclusive of all management and architectural fees."

"29. The total cost for Tenant Improvements in the amount of \$471,583.11 exceeds the tenant improvement allowance of \$405,824.42 (\$47.134/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$65,758.69. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.12F of the Solicitation for Offers, incorporated and made a part of the lease, and 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 \$65,758.69 pursuant to paragraph 30, herein. "

Continued on Sheet No. 1

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

LESSOR: MANTECA IMPERIAL, LLC

BY Paul R. Engh
(Signature)

Managing Member
(Title)

BY _____
(Signature)

(Title)

IN THE PRESENCE OF (witnessed by:)

Michelle L. Snyder
(Signature)

7825 Fay Avenue, # 250
La Jolla, CA (Address) 92037

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY Sherry Shirkey
Sherry Shirkey

Lease Contracting Officer _____

**SHEET NO. 1 IS ATTACHED HERETO AND MADE A PART OF SUPPLEMENTAL LEASE AGREEMENT
(SLA) Number 1, TO LEASE GS-09B-02551**

30. 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 \$65,758.69 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, Texas 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 the following address:

General Services Administration
Attn: Sherry Shirkey, GSA Contracting Officer
450 Golden Gate Avenue (9P4PRD)
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 the 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 full force and effect.

Initials: NC & SS
Lessor Government