GSA

GSA Public Buildings Service

Supplemental Lease Agreement
Number 1

Lease Number:	GS-09B-02824	Date:	1/26/2012

Address of Premises: 1050 LAKES DRIVE, WEST COVINA, CA 91790-2914

THIS AGREEMENT, made and entered into this date by and between **GATEWAY CRESENT, LLC**

whose address is : 1000 LAKES DRIVE, SUITE 150 WEST COVINA, CA 91790-2914

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.

NOW 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. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. In a separate correspondence dated October 27, 2011, the Government issued a Notice to Proceed for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed $723,390.93, inclusive of all management, architectural, and contractor fees.

29. The total cost for Tenant Improvements in the amount of $723,390.93 exceeds the tenant improvement allowance. [redacted] has elected to pay the lump sum amount of $467,145.93 to the Lessor upon substantial completion of the Tenant Improvements. The Government hereby orders the balance of $256,245.00 ($15.00 per ABOASF), to be amortized into the rental rate at 6% interest. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.12F of the Solicitation for Offers No. 5CA0712, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of space, the Government shall reimburse the Lessor in lump sum payment in the amount of $467,145.93 pursuant to Paragraph 17, herein. The Lessor hereby waives restoration as a result of all improvements.

Continued on Sheet 1

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

Lessor, **GATEWAY CRESENT, LLC**

By _____ (Signature) Vice President (Title)

In Presence of _____ (Signature) 100 Wilshire Blvd, Suite 700 Santa Monica CA 90401 (Address)

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

_____ (Signature) CONTRACTING OFFICER (Official Title)

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 1 TO LEASE #GS-09B-02824

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 $467,145.93 must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Manuel Ambriz
300 North Los Angeles Street, Suite 4100
Los Angeles, California 90012-3308

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
-- 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.

LESSOR INITIAL: _____
GOV'T INITIAL: _____