GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 5/10/12
	TO LEASE NO. GS-09B-02824	

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

Supplemental Lease Agreement (SLA) No. 2 is issued to document Notice to Proceed for Tenant Improvement Change Orders 1-14 in the amount of **$37,312.25**

I. As recently negotiated, the Government approves the tenant improvement construction costs as follows:

Change Order & Description	Amount
1. Supply and install new carpet/base in entire office	$ [redacted]
2. Rewire existing light fixtures, not up to code	$ [redacted]
3. Build jog in wall one foot above ceiling	$ [redacted]
4. Demo vent and waste line in ceiling	$ [redacted]
5. Power, switches (4 rooms 10,11,13,14)	$ [redacted]
6. Pony up sloped wall at corridor	$ [redacted]

continued on Page 2 of 2

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 above date.

LESSOR: GATEWAY CRESENT, LLC

BY _____ (Signature) L.P. (Title)

IN THE PRESENCE OF (witnessed by:)

Carolyn Higgins (Signature) 100 Wilshire, Santa Monica CA (Address)

UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service

BY _____ (Signature) Contracting Officer GSA, PBS, READ

SHEET NO. 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO LEASE NUMBER GS-09B-02824

Change Order & Description		Amount
7. Expedite door hardware	$	[redacted]
8. Hirsch Box at conference room option #1	$	[redacted]
9. Electrical – Sleeves, cable tray	$	[redacted]
10. [redacted]	$	[redacted]
11. [redacted] labor and reimbursable expenses	$	[redacted]
12. Adding 4 data/phone outlets and 1 duplex outlet	$	[redacted]
13. Adding power, phone and data for 2 cubicle spaces	$	[redacted]
14. Relocate 2 existing power, data/phone outlets; and add 4 circuits	$	[redacted]
Total Tenant Improvement Cost	**$**	**37,312.25**

II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **$37,312.25**, upon receipt of government approved invoice.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
Post Office 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

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 PDN #

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

III. The lessor hereby waives restoration as a result of all improvements. Unless the Government has removed such items from the premises, the Lessor shall repair and maintain such items provided by the Lessor in accordance with this Lease Agreement GS-09B-02824. 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.

LESSOR INITIAL: _____
GOV'T INITIAL: _____