GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 5	DATE 8/31/12
	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 CRESCENT, LLC**

whose address is: 100 WILSHIRE, STE 700 SANTA MONICA, CA 90401-3602

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. 5 is issued to document Notice to Proceed for Tenant Improvement Change Orders 20-33 in the amount of **$37,257.73** and also correct the Lessor address. Paragraph 31 has been added.

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

Change Order & Description	Amount
20. Travel costs for [redacted] vendor	$ [redacted]
21. [redacted] labor and reimbursable expenses	$ [redacted]
22. Re-assembling X2 cabinets in place	$ [redacted]
23. [redacted]	$ [redacted]
24. Installation of [redacted]	$ [redacted]
25. Relocate 3-banks of four 3-way switches	$ [redacted]

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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 CRESCENT, LLC

BY _____ (Signature) Vice President (Title)

IN THE PRESENCE OF (witnessed by:)

Carolyn Higgins (Signature) 100 Wilshire Blvd. Santa Monica, CA 90401 (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. 5 TO LEASE NUMBER GS-09B-02824

Change Order & Description		Amount
26. Additional electrical on secured corridor wall	$	[redacted]
27. Control wiring for rooftop A/C units	$	[redacted]
28. Demo existing some detectors	$	[redacted]
29. Add soffit with man bars	$	[redacted]
30. Additional Flooring (Not Approved)	$	[redacted]
31. Fire Permit Costs	$	[redacted]
32. Remobilization for drywall work	$	[redacted]
33. Relocate of X2 cabinets	$	[redacted]
Total Tenant Improvement Cost	**$**	**37,257.73**

II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **$37,267.73**, 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.

31. Lessor address is corrected from 1000 Lakes Drive, Suite 150 West Covina, CA 91790-2914 to 100 Wilshire Ste, 700 Santa Monica, 90401-3602.

LESSOR INITIAL: _____
GOV'T INITIAL: _____