

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-09B-02967
ADDRESS OF PREMISES 401 WEST HILLCREST DRIVE THOUSAND OAKS, CALIFORNIA 91360-4223	

THIS AMENDMENT is made and entered into between

CITY OF THOUSAND OAKS

whose address is: **2100 EAST THOUSAND OAKS BOULEVARD
THOUSAND OAKS, CALIFORNIA 91362-2996**

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 extend the firm term of the lease, and provide for Tenant Improvement (design and construction) up to \$200,000.00, and to revise the termination notice date to 120 days.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 27, 2013 as follows:

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

Paragraph 4 of the Lease is hereby deleted in its entirety and substituted therefore. Paragraph 19 is added.

4. The Government may terminate this lease at any time after the fifth (5th) year of this Lease effective November 1, 2016 by giving at least 120 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of the mailing.
19. The Lessor shall provide a tenant improvement credit not to exceed \$200,000.00 for the conversion of the old Visitors Center into office space. This credit addresses the losses that the Government suffered as a result of the roof repair incident beginning in September 2011. It is the opinion of the Government, based on presently known information, that the Government's losses will have been adequately compensated by this credit. The parties (Government and Lessor), have agreed to resolve the purported losses. The Government is releasing the Lessor from all further damages, known or unknown, arising out of the rain incident in 2011 at the lease location.

This Lease Amendment contains 1 page.

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 below date.

FOR THE LESSOR:

Signature: 

Name: Scott Mitnick

Title: City Manager

Entity Name: City of Thousand Oaks

Date: July 9, 2013

FOR THE GOVERNMENT:

Signature: 

Name: Linda Luong

Title: Lease Contracting Officer

GSA, Public Buildings Service, Real Estate Acquisition Division

Date: 7/11/13

WITNESSED FOR THE LESSOR BY:

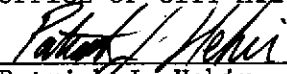
Signature: 

Name: Donna Garrett

Title: Executive Assistant

Date: July 9, 2013

OFFICE OF CITY ATTORNEY


 Patrick J. Hehir
 Assistant City Attorney

Lease Amendment Form 12/12