

Supplemental Lease Agreement
Number 2

Lease Number:

GS-09B-02743

Date:

7/17/2012

2715 Argent Avenue, Elko NV 89801-8439

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

whose address is: 2715 Argent Avenue, Elko NV 89801-8439

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 Notice to Proceed #2 for Change Order #1, 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.

Paragraph 21 is hereby deleted and substituted therefore:

"21. Pursuant to paragraph 18, the total cost for Tenant Improvements (as a result of Change Order #1 in the amount of \$11,684.38) is now \$170,994.04. This amount exceeds the tenant improvement allowance by \$56,244.15. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$56,244.15 pursuant to Paragraph 22, herein. The Lessor hereby waives restoration as a result of all improvements."

Paragraph 23 is hereby added:

"23. NOTICE TO PROCEED – Change Order #1
Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified in the attached Sheets 2 and 3, at a total cost not to exceed \$11,684.38, inclusive of all management and architectural fees."

Continued on Sheet 1

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

Lessor, **GATEWAY CENTER ONE, LLC**.

By

[Redacted Signature]

(Signature)

7-16-12

(Title)

In Presence of

(Address)

Administration, Public Buildings Service

CONTRACTING OFFICER

(Official Title)



SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 1 TO LEASE #GS-09B-02743

122 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 \$56,244.15 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.gsa.gov

A copy of the Invoice **MUST** be simultaneously submitted to the Contracting Officer's representative at:

GSA, Real Estate Division – San Francisco
Attention: Marie Luke
450 Golden Gate Avenue
3rd Floor East
San Francisco, CA 94102

In order to ensure payment, 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: **PS0023339**

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.

Initials HE & 
Lessor & Government