

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
No. 2

DATE 5/29/12

TO LEASE NO. GS-09B-02784

ADDRESS OF PREMISES: 5810 Newton Drive  
Carlsbad, CA 92008-7311

THIS AGREEMENT, made and entered into this date by and between IN PALM SPRING, LLC

Whose address is: 1336 Jay CT  
West Linn, OR 97068-4577

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 (NTP) for Shower Accessibility Alterations and give Lump Sum payment procedures.

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:

In this regard, Paragraph 21 has been added:

21. NOTICE TO PROCEED WITH ALTERATIONS:

- A. Following a Government review of the submitted cost proposal to update the 1<sup>st</sup> floor shower to meet accessibility requirements, The Government has determined that the bid submitted is fair and reasonable. A notice to proceed is hereby issued for the construction of change orders at a total cost not to exceed \$10,070.00, inclusive of all management and architectural fees.

COST BREAKDOWN

Total

Shower Improvements - ADA  
Covey Management Fee - (b)(4)

[REDACTED]

TOTAL

\$10,070.00

- B. The Government shall make a "LUMP SUM" payment for alterations 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, in the amount not to exceed \$10,070.00, shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

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.

IN PALM SPRING, LLC

BY [Signature]  
(Signature)

member  
(Title)

IN THE PRESENCE OF (witnessed by:)

[Signature]  
(Signature)

1336 Jay ct  
west Linn, OR 97068  
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY [Signature]  
(Signature)

Contracting Officer, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 2 TO LEASE NUMBER GS-09B-02784

A copy of the invoice shall be simultaneously submitted to the Contracting Officer at:

General Services Administration  
Attention: Claire Crawford  
401 West A Street, Suite 2075  
San Diego, California 92101

- C. Invoice: The invoice shall annotate the invoice date, the name of the Lessor (must match the Lease), Lease contract number, building address, a description of the price and quantity of items delivered, and reference of GSA PS number (to be supplied after the Government execution of this Supplemental Lease Agreement). If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must also sign the invoice.
- D. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. 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. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

**REMAINDER OF THIS SLA INTENTIONALLY LEFT BLANK**

Initials: RLS & DM  
Lessor Government