

Supplemental Lease Agreement
Number 1, Page 1 of 4

Lease Number:

GS-09B-02864

Date:

July 18, 2012

26722 Plaza Drive, Mission Viejo, California 92691-6390

THIS AGREEMENT made and entered into this date by and between **Speedy Tang, LLC.**

whose address is: 944 Market Street, Suite 800, San Francisco, California 94102

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 a Notice to Proceed; 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:

Paragraphs 30, 31 and 32 are hereby added:

"30. NOTICE TO PROCEED

Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$366,447.00 inclusive of all management and architectural fees, as identified in the attached sheet numbers 1 through 3."

"31. Pursuant to paragraph 17, the total cost for Tenant Improvements in the amount of \$366,447.00 exceeds the tenant improvement allowance by \$113,588.40. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$113,588.40 pursuant to Paragraph 32, herein. The Lessor hereby waives restoration as a result of all improvements."

Continued on Sheets 1 through 3.

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

Lessor, **Speedy Tang, LLC**

By _____



CFO

(Title)

CONTRACTING OFFICER

(Official Title)

PETER SHREYA



**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA)
NO. 1 TO LEASE #GS-09B-02864**

"32. 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 \$113,588.40** 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.finance.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: To be provided to Lessor shortly after execution of this SLA.

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: RL & PS
Lessor Government