



Supplemental Lease Agreement Number 4																		
Date:	GS-09B-02864	Date:	July 15, 2013															
26722 Plaza Drive, Mission Viejo, California 92691-6390																		
<p>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:</p> <p>WHEREAS, the parties hereto desire to amend the above lease to authorize Tenant Improvement Change Orders. THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p> <p>Paragraph 31 is hereby deleted and the following substituted therefore.</p> <p>31. Pursuant to the U.S GOVERNMENT LEASE FOR REAL PROPERTY SF-2, SLA No. 1 and SLA No. 2 for the above referenced contract, the breakdown of TIs (by way of allowance and excess tenant improvements/lump sum payment) and obligated at this time are as follows:</p> <table style="margin-left: 40px;"> <tr> <td style="padding-left: 20px;">1. Construction Cost:</td> <td style="text-align: right;">\$377,660.73</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">Plus: Change Orders #7, #9 and #11</td> <td style="text-align: right;">\$ 1,037.81</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">2. Total Construction Cost</td> <td style="text-align: right;">\$378,698.54</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">3. Less: Total TI Allowance Amortized</td> <td style="text-align: right;"><u>\$252,858.63</u></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">4. Total Lump Sum Payment (due to Lessor):</td> <td style="text-align: right;">\$125,839.91</td> <td style="text-align: right;">(Excess Tenant Improvements)</td> </tr> </table> <p>The government will provide a lump sum payment of \$125,839.91 to Lessor upon satisfactory completion and acceptance of the space for the excess tenant improvements. The Lessor hereby waives restoration as a result of all improvements.</p> <p>The actual lump payment terms for the reimbursable lump-sum items will be memorialized in a subsequent Supplemental Lease Agreement (SLA).</p> <p>Paragraph 33 is hereby added.</p> <p>"33. NOTICE TO PROCEED – Change Order #7, #9, and #11 Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified in the attached Sheets 2 through 4, at a total cost not to exceed \$1,037.81, inclusive of all management and architectural fees."</p> <p style="text-align: center;">The remainder of the page is left blank intentionally</p> <div style="text-align: right; margin-top: 20px;"> Initials: <u>RT</u> & <u>CB</u> Lessor Government </div>				1. Construction Cost:	\$377,660.73		Plus: Change Orders #7, #9 and #11	\$ 1,037.81		2. Total Construction Cost	\$378,698.54		3. Less: Total TI Allowance Amortized	<u>\$252,858.63</u>		4. Total Lump Sum Payment (due to Lessor):	\$125,839.91	(Excess Tenant Improvements)
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SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 4 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 \$378,698.54** 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: Carl Brown
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 and Invoice Number
- 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."

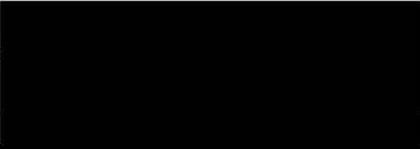
All other terms and conditions of the Lease shall remain in force and effect.

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

Lessor, **Speedy Tang, LLC**

By 

CFO
(Title)

In Pres 



 Administration, Public Buildings Service.

CARL BROWN, CONTRACTING OFFICER
(Official Title)