

Lease Amendment
Number 2

Lease Number: GS-09B-LCA02887 Date:

720 Hueneme Road, Oxnard CA 93033-9038

THIS AGREEMENT, made and entered into this date by and between Hartman Properties / Hartman Trust

whose address is: 1624 Eastman Ave., Ventura CA 93003-5705

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 7.07, 7.08, 7.09 and 7.10 are hereby added:

7.07 NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$59,676.41, inclusive of all management and architectural fees.

7.08. The total cost for Tenant Improvements in the amount of \$193,695.43 exceeds the tenant improvement allowance of \$134,019.02 which has been amortized into the rental rate. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$59,676.41 pursuant to Paragraph 7.07, herein. The Lessor hereby waives restoration as a result of all improvements.

Continued on Sheet 1

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

Lessor, Hartman Properties / Hartman Trust

Trustee

(Title)

1694 Eastman Ave.
Ventura, CA 93003

(Address)

ces Administration, Public Buildings Service.

CONTRACTING OFFICER

(Official Title)



**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA) NO. 1 TO
LEASE # GS-09B-LCA02887**

7.09. 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 \$59,576.41 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 shall be simultaneously submitted to the Contracting Officer at:

GSA, Real Estate Division - Los Angeles
Attention: Waleed Wahbe
300 N Los Angeles Street
Suite 4100
Los Angeles, CA 90012

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 (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

7.10. Exhibit A to Lease Amendment #2 - Construction Cost and Scope is attached herein.

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

Initials: _____ & _____
Lessor Government