

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT NO. 1</b>	DATE:  <i>September 6, 2011</i>
TO LEASE NO. <b>GS-09B-02479</b>		
ADDRESS OF PREMISES: 5300 W. Tulare Avenue, Visalia, CA 93277		

THIS AGREEMENT, made and entered into this date by and between **Weingart Foundation**

whose address is: **1055 West 7<sup>th</sup> Street, Suite 3050  
Los Angeles, CA 90017-2509**

and whose interest in the property hereinafter described is that of **OWNER**, 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 establish a design delay claim amount and expand the space.

**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:

Paragraphs 1 and 3 of the SF2, dated 11/22/10 are hereby deleted in their entirety and the following Paragraphs 1, 3 and Exhibit B are substituted therefore and Paragraphs 20 and 21 are added:

"1. The Lessor hereby leases to the Government the following described premises:

6,936 rentable square feet (r.s.f.), yielding approximately 5,962 ANSI/BOMA Office Area square feet and related space located on the First Floor at 5300 W. Tulare Avenue, Visalia, CA 93277 as depicted in Exhibit B, together with two (2) reserved, onsite surface parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

"3. The Government shall pay the Lessor annual rent in arrears in accordance with the following schedule:

- Years 1 – 5: total rent of **\$188,767.48** per annum at the rate of \$14,788.45 per month in arrears.
  - Years 6 – 10: total rent of **\$206,315.56** per annum at the rate of \$16,143.90 per month in arrears.
  - Years 11 – 15: total rent of **\$192,682.08** per annum at the rate of \$14,883.14 per month in arrears.
- The rent breakdown is as follows:

	Years 1 - 5		Years 6 - 10		Years 11 - 15	
	Annual Rent	Annual Rate/ RSF	Annual Rent	Annual Rate/ RSF	Annual Rent	Annual Rate/ RSF
Shell Rental Rate	\$110,490.48	\$15.93	\$128,038.56	\$18.46	\$148,499.76	\$21.41
T.I. Rental Rate	\$34,094.68	\$4.92	\$34,094.68	\$4.92	\$0.00	\$0.00
Operating Cost	\$44,182.32	\$6.37	\$44,182.32	\$6.37	\$44,182.32	\$6.37
Full Service Rate	\$188,767.48	\$27.22	\$206,315.56	\$29.75	\$192,682.08	\$27.78

Actual rent will be established by Supplemental Lease Agreement upon delivery of the space and the Government's acceptance of beneficial occupancy. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**Weingart Foundation**  
**1055 W. 7<sup>th</sup> Street, Suite 3050**  
**Los Angeles, CA 90017-2509**

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15 day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. As of January 1, 1999, all rental payments MUST be made by Electronic Funds Transfer.”

**“20. Settlement of Lessor’s Claims:**

A. The purpose of this agreement is to provide for the full and final settlement of any and all claims made by the Lessor regarding any delay in delivering requirements or layout plans, delay resulting from the necessity to correct faulty requirements or layout plans, delay resulting from amending the requirements or layout plans, delay in the construction of tenant improvements and delay in occupancy, arising from 11/22/10 through 5/21/11.

Government shall pay \$53,706.99 to the Lessor as full and final settlement and release of Lessor claims as specified in Paragraph 20 (A) above. The amount was calculated using the original offered rentable square feet of 6,429 multiplied by the shell rental rate of \$15.93 and pro-rated for six months. In addition to this amount, architectural fees in the amount of [REDACTED] were added:

$$[REDACTED] = 53,706.99$$

Lessor, its successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges the Government from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, damages, actions, suits, rights, demands, costs, losses, debts and expenses actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected, which the Lessor, or any related person or entity, parent corporation, now has, owns, or holds or claims to have, own or hold, or which the Lessor at any time hereinafter may have against the Government concerning any of the matters specified in Paragraph 20(A) above.”

**“21. Payment :**

The Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoices, in the amount **not to exceed \$53,706.99** 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](http://www.finance.gsa.gov)

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

GSA, Real Estate Division – San Francisco  
Attention: Elaine Styer  
450 Golden Gate Ave  
3<sup>rd</sup> Floor East  
San Francisco, CA 94102

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)

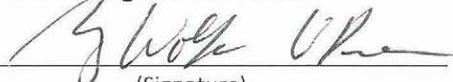
If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

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.**

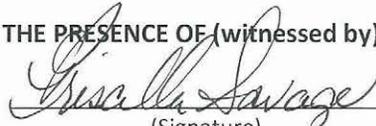
**LESSOR: Weingart Foundation**

BY

  
(Signature)

  
(Title)

**IN THE PRESENCE OF (witnessed by):**

  
(Signature)

**WEINGART FOUNDATION**  
**1055 W. Seventh St., Suite 3050**  
**Los Angeles, CA 90017-2305**

**UNITED STATES OF AMERICA**

BY

  
Contracting Officer  
General Services Administration