GSA

GSA Public Buildings Service

Supplemental Lease Agreement
Number 1

Lease Number:	GS-09B-02747	**Date:**	8/24/2012

3007 North Imperial Road, El Centro, California

THIS AGREEMENT, made and entered into this date by and between **ECTC1, LIMITED PARTNERSHIP, a California limited partnership**

whose address is: 10508 Lower Asuza Road, Suite 200, El Monte, CA 91731-1307

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 revise the annual rent, establish beneficial occupancy, and adjust the Commission and Commission Credit.

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Paragraphs 4, 9, 10, and 25 are hereby deleted and replaced with the following. Paragraph 26 is added.

"4. The Government may terminate this lease in whole or in part effective anytime on or after July 18, 2022 giving at least ninety (90) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

"9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning July 18, 2012 and continuing through July 17, 2027, subject to termination rights as may be hereinafter set forth."

"10. The Government shall pay the Lessor annual rent as follows:

Months	Shell Rate	Annual Base Year Service Cost	Annual Amortized T.I.'s	Total Monthly Rent	Total Annual Rent
01 – 18	**$0.00**	**$ 100,469.43**	**$0.00**	**$ 8,366.41**	**$ 100,469.43**
19 – 120	**$232,045.50**	**$ 100,469.43**	**$ 65,268.35**	**$33,148.61**	**$ 397,783.28**
121 – 180	**$325,240.00**	**$ 100,469.43**	**$0.00**	**$35,475.79**	**$ 425,709.43**

The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The rent for months 1-18 reflects the Lessor's abatement of Shell Rent and Amortized Tenant Improvement Rent during the first eighteen months of the lease term.

Continued on Sheet 1

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.
Lessor, **ECTC1, LIMITED PARTNERSHIP, a California limited partnership**

By _____ (Signature) Manager (Title)

In Presence of

_____ (Signature) 10508 Lower Azusa Rd. #200 El Monte, CA 91731 (Address)

United States Of America, General Services Administration, Public Buildings Service.

Jessica Cabeda (Signature) CONTRACTING OFFICER (Official Title)

Form 276

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 1 TO LEASE # GS-09B-02823

Paragraph 10, continued.

The cost for the two (2) reserved parking spaces referenced in Paragraph 1 is included in the Shell Rent.

Rent checks shall be payable to:

ECTC1, LIMITED PARTNERSHIP, a California limited partnership
10508 Lower Asuza Road, Suite 200
El Monte, CA 91731-1307

25. COMMISSION AND COMMISSION CREDIT:
The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this Lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent. Since the first eighteen (18) months of shell rent are fully abated, this credit begins with the nineteenth (19th) month as follows:

Nineteenth Month's Rental Payment $33,148.61 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Nineteenth Month's Rent.

Twentieth Month's Rental Payment $33,148.61 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Twentieth Month's Rent;

Twenty-first Month's Rental Payment $33,148.61 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Twenty-first Month's Rent;

Twenty-second Month's Rental Payment $33,148.61 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Twenty-second Month's Rent;

26. FINAL TENANT IMPROVEMENT COST AND LESSOR CONCESSION:

The final cost of Government approved Tenant Improvements is $512,798.94, which has been amortized over the 10 year firm term at 5% per annum. The annual rent for Tenant Improvement Amortization is $65,268.35, however this amount is abated for the first eighteen (18) months of the lease, as reflected in the rent table

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

Initials: _____ & _____
Lessor Government