



SUPPLEMENTAL LEASE AGREEMENT
Number 6

Lease Number:	GS-09P-02197
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Date: March 8, 2011

901 Tower Way, #210
Bakersfield, CA 93309

THIS AGREEMENT, made and entered into this date by and between **CROX, LLC** whose address is
1300 Fenwick Drive
Bakersfield, CA 93312

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to (a) adjust the commission and commission credit; (b) re-state the annual rent paid to the Lessor; and (c) amend the final lump sum for tenant improvements.

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:

Paragraph B (3) of the existing lease (Form 3626) is hereby deleted in its entirety and replaced with the following:

B(3). "Commission and Commission Credit":

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the 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 of the SFO attached to and forming part of this lease.

Notwithstanding the Form 3626, the shell rental payments due and owing under this lease shall be reduced to fully recapture the Commission Credit. The reduction in rent shall be reflected in the following adjusted Monthly rent payment schedule commencing on the date of space acceptance:

- Month 1: Pro-Rated Rental payment of \$2,088.45 minus the prorated Commission Credit of [REDACTED] equals [REDACTED]
- Month 2: Rental payment of \$3,685.64 minus the prorated Commission Credit of [REDACTED] equals [REDACTED]

Paragraph C of the existing lease (Form 3626) is hereby deleted in its entirety and replaced with the following:

C. Tenant improvement cost shall only be amortized into the Government's lease for the first five (5) years. After the first five (5) years, the Government's rent shall decrease to reflect the finished amortization of Tenant Improvement costs. Such rent shall be as follows:

- Year 1 through 5 annual rent in the amount of \$44,227.62
- Year 6 through 10 annual rent in the amount of \$31,811.60

Paragraphs 17, 18 19, and 20 are hereby added to the existing lease.

17. Lump Sum Payment for Tenant Improvements

Upon completion, inspection, and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment, one original and one copy of the invoice for the Lump Sum Payment. Lessor shall contact the GSA Contracting Officer for the "PS Number," which must be annotated on the invoice. The original invoice, in an amount not to exceed **\$67,274.90** shall be submitted via the GSA Finance website at www.finance.gsa.gov. A copy of the invoice shall be simultaneously submitted to GSA at:

US General Services Administration, PBS
Real Estate Services, SFSC
450 Golden Gate Avenue, 3E
San Francisco, CA 94102

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

Lessor, **CROX, LLC**
By 
(Signature)

Principal
(Title)

In Presence of

(Signature)

(Address)

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

(Signature)

(Official Title)