

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-09B-02357	DATE 7-9-2012	PAGE 1 of 3
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ADDRESS OF PREMISES: Norwalk Government Center, 12440 East Imperial Highway, Suite 250, Norwalk, California 90650-3180

THIS AGREEMENT, made and entered into this date by and between **Sonnenblick Del Rio Norwalk, LLC**

whose address is 12440 E. Imperial Hwy., Suite 101
Norwalk, CA 90650

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 approve Change Orders 1 through 6 for additional Tenant Improvements which exceed the tenant improvement allowance and increase the amount 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, effective upon execution by the Government, as follows:

Paragraphs 24 and 25 are hereby replaced in their entirety with the following:

"24. With Change Orders 1 through 6 in the amount of **\$20,017.57**, as described in Paragraph 26, the total cost for Tenant Improvements in the amount of **\$692,503.83** exceeds the tenant improvement allowance of \$544,115.82 (@ \$47.13080/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of **\$148,388.01**. The Lessor shall construct all Tenant Improvements in accordance with Paragraph

Continued on Sheet 1

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE <i>Robert Sonnenblick</i>	NAME OF SIGNER SONNENBLICK
ADDRESS <i>Norwalk, Calif</i>	
IN PRESENCE OF	
SIGNATURE <i>Mgo</i>	NAME OF SIGNER <i>Melissa Garcia</i>
ADDRESS <i>12440 E. Imperial Hwy., Norwalk, CA 90650</i>	
UNITED STATES OF AMERICA	
SIGNATURE <i>James Valk</i>	NAME OF SIGNER <i>James Valk</i>
	OFFICIAL TITLE OF SIGNER <i>Lease Contracting Officer</i>

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 3 TO LEASE #GS-09B-02357

5.11F of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$148,388.01** pursuant to Paragraph 25, herein. The successful completion of the items as outlined in the attached exhibit will constitute "substantial completion" for rental commencement purposes. The Lessor hereby waives restoration as a result of all improvements."

"25. 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 \$148,388.01** 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: James Valk
300 N Los Angeles Street, Suite 4100
Los Angeles, CA 90012
Phone: 213 894 0550
Email: james.valk@gsa.gov

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."

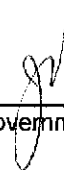
Continued on Sheet 2

Initials:

Lessor

RES

Government



SHEET NO. 2 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 3 TO LEASE #GS-09B-02357

Paragraph 26 is hereby added

"26. Change Orders: During TI construction, in May 2012 the Government amended the scope of work to add the following six Change Orders (copies attached):

1. Add [REDACTED], cost [REDACTED]
2. Additional data drop (from LAN rack to cubicle #20), cost [REDACTED]
3. Add two cross-connects (from MPOE to riser), cost [REDACTED]
4. Add additional [REDACTED] systems, cost [REDACTED]
5. Reinforce partition door support & replace HVAC ducting, cost [REDACTED]
6. Hard-lid for [REDACTED] #3, [REDACTED]

Lessor submitted a price proposal for **\$20,017.57**. This price was deemed fair and reasonable by the Government. The total cost for tenant improvements inclusive of all change orders is **\$20,017.57**."

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

Initials:

Lessor

Government