

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-09B-02357	DATE APRIL 24, 2012	PAGE 1 of 2
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 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, effective upon execution by the Government, as follows:

Paragraphs 23, 24, and 25 are hereby added:

"23. 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 \$672,486.26, inclusive of all management, permit, and architectural fees."

Continued on Sheet 1

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

LESSOR

SIGNATURE Robert Sonnenblick	NAME OF SIGNER SONNENBLICK
ADDRESS NORWALK, CALIF	

IN PRESENCE OF

SIGNATURE Mgo	NAME OF SIGNER Melissa Garcia
ADDRESS 12440 E Imperial Hwy., Norwalk CA 90650	
UNITED STATES OF AMERICA	

SIGNATURE James Valk	NAME OF SIGNER JAMES VALK
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 TO LEASE #GS-09B-02357

"24. The total cost for Tenant Improvements in the amount of \$672,486.26 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 \$128,370.44. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 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 \$128,370.44 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 \$128,370.44** 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."

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

