

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-09B-02520	DATE SEP 27 2011	PAGE 1 of 2
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ADDRESS OF PREMISES
2100 Franklin, 2100 Franklin Street, Oakland, CA 94612

THIS AGREEMENT, made and entered into this date by and between **CIM/Oakland Center 21, LP**, whose address is

6922 Hollywood Boulevard, Suite 900
Los Angeles, CA 90028

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: A) establish substantial completion and acceptance of space; B) to acknowledge acceptance of deviation of ceiling height; C) update tenant improvements which exceed TI allowance thus revising SLAs 2 and 3.

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

A. **Paragraph 2 is hereby deleted in its entirety and replaced with the following:**

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term commencing on August 1, 2011 through July 31, 2021 or the (10) years firm term of the lease, subject to termination and renewal rights as may be hereinafter set forth.

B. Paragraph 6.7 of the SFO is modified to as follows: It is hereby acknowledged that the lower ceiling height on the 2nd floor portion of the Premises is reviewed/deemed acceptable by the Contracting Officer.

C. Revise SLA 2 and 3 as follows:

- I. Further, in separate correspondence dated **March 11, 2011**, the Government has issued Notice to Proceed for Tenant Improvements in the amount of **\$1,377,823.85**. Subsequent authorization was provided via SLA #3, for those certain items contained within approved Change Orders #1, #2, #3, #4 and #5, revising the total Tenant Improvement Cost to **\$1,543,652.91**. **At this time, additional authorization is provided for the final Change Order #6 for a final Tenant Improvement Cost of \$1,545,375.61.** These improvement costs exceed the agreed-upon Tenant Improvement Allowance and will be paid via lump sum.

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

LESSOR

SIGNATURE 	NAME OF SIGNER Avraham Shemesh, Treasurer
ADDRESS 6922 Hollywood Blvd., Ste. 900, Los Angeles, CA 90028	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Lauren Maddox, Assistant
ADDRESS [REDACTED]	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Richard A. Scott
	OFFICIAL TITLE OF SIGNER Leasing Contracting Officer

C.O. #	Description	Amount
	(S Furnish Dec 16/09 and steps)	
	Total Lump Sum Cost	\$1,722.70

Upon completion, inspection and acceptance of the Tenant Improvements identified herein, the Government shall reimburse Lessor in a Lump Sum Payment in the amount of **\$298,569.75**, upon receipt of an original invoice from the Lessor, after completion, inspection and acceptance of the space by the Contracting Officer.

The original invoice, in an amount not to exceed **\$298,569.75** shall be submitted electronically to (www.finance.gsa.gov) and must be sent directly to the GSA Finance Office at:
General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Rick Scott
450 Golden Gate Avenue, 3rd 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;
- **GSA PDN #0019844**

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

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

INITIALS:  LESSOR
GOV'T