GSA Public Buildings Service

Supplemental Lease Agreement
Number 2

Lease Number:	GS-09B-02563	Date:	1/9/2012

Warner Center Corporate Park F-6
21041 Burbank Boulevard, Woodland Hills, CA 91367-6606

THIS AGREEMENT, made and entered into this date by and between

Carr NP Properties LLC, a Delaware Limited Liability Company

whose address is: 790 East Colorado Boulevard, Suite 800
Pasadena, California 91101-5440

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 as follows:

Paragraphs 27, 28, and 29 are hereby added:

27. NOTICE TO PROCEED

A. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted for the [redacted]) 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 $335,103.00 inclusive of all management and contractor fees.

B. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted for the [redacted] 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 $371,557.50 inclusive of all management and contractor fees.

Continued on Sheet 1

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

Lessor, **Carr NP Properties LLC, a Delaware Limited Liability Company**

By _____ (Signature) Market Managing Director (Title)

In Presence of

_____ (Signature) [redacted] (Address)

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

_____ (Signature) CONTRACTING OFFICER (Official Title)

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 TO LEASE #GS-09B-02663

28. The total cost for Tenant Improvements in the amount of $335,103.00 for the [redacted] exceeds the tenant improvement allowance. [redacted] has elected to pay the lump sum amount of $82,037.88 for a portion of their tenant improvements. The Government hereby orders the balance of $253,065.12 be amortized into the rental rate at 8% interest. Rent will be adjusted accordingly. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 3.9 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 $82,037.88 pursuant to Paragraph 3.3, herein. The Lessor hereby waives restoration as a result of all improvements.

29. 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 $82,037.88 shall be submitted to:

GSA, Greater Southwest Finance Center (FBCF)
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:

General Services Administration
Attention: Samantha Singleton
300 North Los Angeles Street, Suite 4100
Los Angeles, CA 90012

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.

Initials: _____ & _____
Lessor Government