### **GENERAL SERVICES ADMINISTRATION**

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT No. 1

April 4.

## SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-09B-02919

ADDRESS OF PREMISES 20433 Nordhoff Street, Chatsworth, CA 91311

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

whose address is 12653 Osborne Street, Suite 26 Pacoima, CA 91331

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

WHEREAS, the parties hereto desire to amend the above Lease to reduce space.

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 1.01, 1.02 A, 1.03 A and B, 1.04, 1.05 C, 1.10 are deleted in their entirety and the following are substituted therefore:

### "1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 13,005 rentable square feet (RSF), yielding 12,386 ANSI/BOMA Office Area (ABOA) square feet of office space and related space (based on a Common Area Factor of 1.05), located on the first floor of the building, as depicted on the floor plan(s) attached hereto as Exhibit B."

## "1.02 EXPRESS APPURTENANT RIGHTS

A. Parking: Seventy three (73) surface parking spaces ad depicted on the plan attached hereto as Exhibit C, of which six (6) shall be marked reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having iurisdiction over the Property."

### CONTINUED ON SHEET 1

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

subscribed their names as of the above date. (Address) CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION (Official Title) GSA Form 276 (Jul. 67)

# SHEET NO. 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NUMBER GS-09B-02919

## "1.04 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after year fifteen (15) of this Lease, by providing not less than 30 days' prior written notice to the Lessor. The effective termination shall be the day following the expiration of the required notice period or the termination as set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

# "1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

|                                  | YEARS 1-10     |                    | YEARS 11 - 15  |                    |
|----------------------------------|----------------|--------------------|----------------|--------------------|
| <u></u>                          | ANNUAL<br>RENT | ANNUAL<br>RATE/RSF | ANNUAL<br>RENT | ANNUAL<br>RATE/RSF |
| SHELL RENTAL RATE                | \$338,137.80   | \$26.00            | \$448,682.85   | \$34.50            |
| TENANT IMPROVEMENTS RENTAL RATE* | \$78,12        | \$6.00             | \$0,00         | \$0.00             |
| OPERATING COSTS**                | \$101,311.29   | \$7.79             | \$101,311.29   | \$7.79             |
| FULL SERVICE RATE                | \$517,576.14   | \$39.79            | \$549,994.14   | \$42.29            |

<sup>\*</sup>The Tenant Improvements Allowance is amortized at a rate of 6.5 percent per annum for ten (10) years.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 12,386 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517."

# "1.05 RENEWAL RIGHTS

C. This Lease may be renewed at any time by the Government for a term up to 5 Years at the following rental rate(s):

| •                 | OPTION TERM, YEARS 16-20  |                      |  |
|-------------------|---|----------------------|--|
| ·                 | ANNUAL<br>RENT  | ANNUAL RATE /<br>RSF |  |
| SHELL RENTAL RATE | \$463,638.95  | \$35.65              |  |
| OPERATING COST    | OPERATING COST BASIS SHALL CONTINUE FROM YEAR 15 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. |                      |  |

All other terms and conditions of this lease shall remain in force and effect during any renewal term."

## **1.10 PERCENTAGE OF OCCUPANCY**

As of SLA No. 1, the Government's Percentage of Occupancy, of this lease is 55.5% percent. The percentage of occupancy is derived by dividing the total Government space of 13,005 RSF by the total building space of 23,400 RSF."

Lessor Government V

<sup>\*\*</sup>Subject to CPI Adjustments.