GSA

GSA Public Buildings Service

REVISED SUPPLEMENTAL LEASE AGREEMENT
Number 3

Lease Number:	GS-09B-02197	**Date:**	April 28, 2010

901 Tower Way, #210
Bakersfield, CA 93309

THIS AGREEMENT, made and entered into this date by and between **CROX, LLC** whose address is

1300 Fenwick Drive

Bakersfield, CA 93312

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 order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 6, 2010 as follows:

I. The following paragraphs 14-16 shall be added to the existing lease:

14. TENANT IMPROVEMENTS

1) Tenant Improvement Allowance

(a) The Tenant Improvement Allowance is $43.20 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.

(b) The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.

2) Tentative Construction Schedule

(a) Within 15 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date.

(b). The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed. construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

Continued on Page 2

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

Lessor, **CROX, LLC**

By _____ (Signature) _____ (Title)

In Presence of

_____ (Signature) _____ (Address)

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

_____ (Signature) _____ (Official Title)

4-28-2010

Form 276