

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NO. GS-09B-02889 DATE 12/08/11 PAGE 1 of 2

ADDRESS OF PREMISES
3110 E. Guasti Road, Ontario, CA 91764

THIS AGREEMENT, made and entered into this date by and between GKK STERLING OWNER LP

whose address is 420 LEXINGTON AVENUE, 19TH FLOOR
NEW YORK, NY 10170-0002

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.

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

(Handwritten notes and initials)
47, 134.03
CD
\$8,012.85

I. 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 \$55,146.93, inclusive of all management and architectural fees.

II. The total cost for Tenant Improvements in the amount of \$55,146.93 exceeds the tenant improvement allowance of \$47,134.03 (\$47.13/USF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$8,012.85. The Lessor shall construct all Tenant Improvements in accordance with Section 5 of the GSA Form 3526 Attachment, 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 \$8,012.85 pursuant to Paragraph III, herein. The Lessor hereby waives restoration as a result of all improvements.

\$8,012.85 *age*

Continued on Page 2

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

LESSOR

SIGNATURE *[Signature]* NAME OF SIGNER Michael Crimmins as V.P.
ADDRESS c/o Gramercy Capital Corp. 420 Lexington Avenue, NY, NY 10170

IF PRESENCE OF
SIGNATURE Ramon Defrank NAME OF SIGNER Bonica Defrank
ADDRESS Same

UNITED STATES OF AMERICA

SIGNATURE *[Signature]* NAME OF SIGNER CHRISTINA DOLAN
OFFICIAL TITLE OF SIGNER area manager

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is not usable

GSA FORM 276 (REV. 8/2008)

III. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of ~~38,215.93~~ 43,012.05 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer. *43,012.05*

The original invoice must be submitted directly to the GSA Finance Office at the following address:
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: CHRISTINA DOLAN, GSA CONTRACTING OFFICER
300 N. 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
- GSA PS #

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

III. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

GSA FORM 278 (REV. 8/2008) BACK

INITIALS: *[Signature]* & *CD*
LESSOR GOVT