

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE <u>10/18/2012</u>
ADDRESS OF PREMISES: 5521 Grosvenor Blvd, Los Angeles, CA 90066-6992	TO LEASE NO. GS-09B-02842	
THIS AGREEMENT, made and entered into this date by and between: Gros Investments Los Angeles Properties, LLC.		
Whose address is: [REDACTED]		
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 for three phases of construction; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Payments 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 effective upon execution by the Government as follows:		
Paragraph 27, 28 and 29 are hereby added:		
"27. 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 three phases of Tenant Improvements, as identified herein, at a total cost not to exceed \$1,472,394.43, inclusive of all management and architectural fees.		
Phase 1: [REDACTED]		
<ul style="list-style-type: none"> • Completion of approximately [REDACTED] of tenant improvements • Framing, cladding, and finish taping of partitions and hard ceilings. • Installation of conduits and boxes in partitions. 		
Phase 2: [REDACTED]		
<ul style="list-style-type: none"> • Completion of approximately [REDACTED] of tenant improvements • All interior office space completed except for minor touch-up of paint and repairs • Parking lot paved (shell) • [REDACTED] • 80% exterior improvements and building paint complete (shell) • Emergency Generator in place, to be commissioned • Loading area complete (except for removal of existing electrical panel) • All electrical wiring complete (except Government vendor cabling) • Initial adjustments of warehouse lighting 		
Continued on Sheet 1		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Gros Investments Los Angeles Properties, LLC.		
BY <u>[Signature]</u> (Signature)	<u>MANAGING PARTNER</u> (Title)	
IN THE PRESENCE OF (witnessed by:)	<u>4549 ALLA RD. #5</u> <u>MARINA DEL REY, CA 90292</u> (Address)	
<u>[Signature]</u> Terry Mink (Signature)		
UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service.		
BY <u>[Signature]</u> (Signature)	Contracting Officer GSA, PBS, READ	

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 1 TO LEASE #GS-09B-02842

Phase 3:

- Completion of all remaining tenant improvements, approximately [REDACTED]
- Commission permanent power
- Commission HVAC system
- Seal warehouse floor
- Touch-up throughout premises
- Installation of warehouse sprinkler system
- Smoke evacuation system in room 2A
- Smoke vents throughout warehouse, as necessary
- [REDACTED] partition in warehouse
- Final striping of parking lot
- Final adjustment of warehouse lighting
- Final acceptance by Government of the entire space"

"28. The total cost for Tenant Improvements in the amount of \$1,472,394.43 exceeds the Lessor's Tenant Improvement Credit of \$169,015.00 plus the tenant improvement allowance of \$433,133.98, which will be amortized into the rental rate on a future SLA. The Government hereby orders the excess balance in the amount of \$870,245.45 to be paid via two, non-equal payments to the Lessor upon acceptance of the tenant improvements for Phase 2 and Phase 3, identified in Paragraph 27 of this SLA. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.9F of the Solicitation for Offers OCA2487, incorporated and made a part of the lease, and all terms and conditions of the lease package.

Upon completion, inspection, and acceptance of Phase 2 and Phase 3, the Government shall reimburse the Lessor in the payment amounts identified below, pursuant to Paragraph 29 herein: The Lessor hereby waives restoration as a result of all improvements.

- Payment after completion of Phase 2: [REDACTED]
- Payment after completion of Phase 3 and acceptance of space [REDACTED]

"29. Upon completion and acceptance of Tenant Improvements for Phase 2 and Phase 3, the Lessor shall submit for payment, an original and one copy of the invoices. The Phase 2 invoice, in the amount not to exceed [REDACTED] and the Phase 3 invoice, in the amount not to exceed [REDACTED] shall be submitted after the acceptance of each respective phase to:

Invoice with a PS Document number should be submitted the following:

GSA
Greater Southwest Finance Center 7BCP
PO Box 17181
Fort Worth, TX 76102

With a copy to:
GSA Real Estate Acquisition Division
Attn: Veronica Gonzalez
300 N. Los Angeles St., Ste 4100
Los Angeles, CA 90012

PS Document number should be requested from Realty Specialist before submitting invoices.

Alternatively the Lessor may submit the invoice electronically, via the GSA Finance website at www.finance.gsa.gov

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.

LESSOR INITIAL: *ZM*
GOV'T INITIAL: *V.D.*