

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE 8-16-11
	TO LEASE NO. GS-07B-16697	

ADDRESS OF PREMISES: One Lakeshore Drive, Suite 1125, Lake Charles, LA 70601

THIS AGREEMENT, made and entered into this date by and between HERTZ LAKE CHARLES ONE, LLC,

whose address is 1522 2nd Street  
SANTA MONICA, CA 90401-2303



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

WHEREAS, the parties hereto agree to supplement the above Lease.

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

- 1) Description of the Tenant Improvements to be constructed; and
- 2) To provide a Notice to Proceed; and
- 3) To provide for the payment of the Tenant Improvements; and
- 4) To approve the existing ceiling height; and
- 5) To approve existing lighting fixtures; and
- 6) All other terms and conditions are in full force and effect.

See Next page for Further Detail Related to the Items Above

LESSOR: BY _____ IN PRESEN _____		_____ (Title) 1522 2nd St. Santa Monica, CA 90401 (Address)
BY _____ 	GENERAL SERVICES ADMINISTRATION Dusty Griffith CONTRACTING OFFICER (Official Title)	

1) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawings created by H. Curtis Vincent, Steven D. Shows Architects, dated June 17, 2011, that are attached as Exhibit A. The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation For Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

2) Upon full execution of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before December 19, 2011.

3) The Lessor and the Government have agreed that the total cost of the Tenant Improvements is \$552,784.56. In accordance with the SF2 paragraph 17, it is agreed that the Tenant Improvement Allowance, in the amount of \$152,916.73, shall be amortized over the first ten (10) years of the term of the lease agreement and paid monthly in arrears at an annual interest rate of ten (10) percent (%). It is further agreed that the remaining balance of Tenant Improvements, in the amount of \$399,867.83, will be funded in a lump-sum payment subject to the invoicing procedure provided below. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

4) The Contracting Officer, with Agency approval, hereby approves the existing ceiling height of 9 feet and thus waives the 10 feet requirement of Section 6.7-A of the Lease.

5) The Contracting Officer, with Agency approval, hereby approves the use of existing lighting fixtures and thus waives parabolic type description detailed in Section 1.10 of the Lease. Lessor will ensure that all existing fixtures are in good working condition prior to space acceptance and further agrees to replace any malfunctioning fixtures during the lease term.

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

Any changes of the Construction Drawings which result in a financial adjustment of any type must be approved, in writing, by the GSA Contracting Officer.

In accordance with Item 3 above, the original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at www.gsa.finance.gov. If you are unable to process the invoice electronically, you may mail the invoice to the following address:

GSA, Greater Finance Center  
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:

Jamie Simpson  
Contracting Officer  
General Services Administration  
819 Taylor Street, 5A18  
Fort Worth, TX 76102

A proper invoice must include the following:

1. Invoice date
2. Name of the Lessor as shown on the Lease
3. Lease contract number, building address, and a description, price, and quantity of the items delivered
4. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.
5. GSA PDN # \_\_\_\_\_

Initials: Lessor MS Govt JL