

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 2 Page 2 of 9

DATE

TO LEASE NO. **GS-03B-09470**

Years 1 through 5:

Total Annual Rent - \$699,404.73 per year, consisting of:

Shell Rent (includes parking rent*): \$425,931.91 per year

Amortized annual cost for Tenant Improvement Allowance: \$115,281.81 per year

Interest Rate at which Tenant Alterations are amortized: 5%

Annual Cost of Services: \$158,191.01 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

***Parking:** As noted in paragraph 1 of the SF-2, fifty-eight (58) parking spaces shall be provided by the Lessor. The fifty-eight parking spaces are included in the shell rental rate, at the rate of \$2401 per space per annum.

Years 6 through 10:

Total Annual Rent - \$746,710.65 per year, consisting of:

Shell Rent (includes parking rent*): \$473,237.83 per year

Amortized annual cost for Tenant Improvement Allowance: \$115,281.81 per year

Interest Rate at which Tenant Alterations are amortized: 5%

Annual Cost of Services: \$158,191.01 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

***Parking:** As noted in paragraph 1 of the SF-2, fifty-eight (58) parking spaces shall be provided by the Lessor. The fifty-eight parking spaces are included in the full service rental rate, at the rate of \$2401 per space per annum.

Years 11 through 15:

Total Annual Rent - \$686,757.58 per year, consisting of:

Shell Rent (includes parking rent*): \$ 528,566.57 per year

Annual Cost of Services: \$158,191.01 per year, plus accrued escalations per Paragraph 4.3, "Operating Costs"

***Parking:** As noted in paragraph 1 of the SF-2, fifty-eight (58) parking spaces shall be provided by the Lessor. The fifty-eight parking spaces are included in the full service rental rate. Additionally, it was agreed that there is a 2.5% escalation in year 11 for parking rate adjustment, which is included in the above shell rate"

Lessor Initials

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Government Initials

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D. The General Services Administration (GSA) hereby agrees to pay an additional cost of \$7,500 for design work performed by the Lessor's architect and/or engineers, in addition to the \$40,957 included in the Notice to Proceed spreadsheet. This payment has been included in the final tenant improvement calculations, and will be paid by GSA through the monthly rent. In consideration for General Services Administration's allowance for additional design work as detailed in the preceding sentence, the Lessor, 2401 Walnut LP, discharges, remises, and releases GSA from any and all claims, demands, and causes of action, legal, and equitable, known and unknown, of any kind and nature whatsoever, past, present, and future arising out of or related to the design and engineering process, including the payment of interest, attorney's fees, or other cost related to leases GS-03B-09470.

E. Paragraph 1.1 A of the Lease is hereby deleted in its entirety.

F. Paragraph 1.1 D of the Lease is hereby deleted in its entirety

G. Paragraph 1.3 of the Lease is hereby amended by deleting the paragraph in its entirety, and replacing it with the following:

"1.3 LEASE TERM (SEP 2000)

The lease term is for fifteen (15) years. GSA may terminate this lease in whole or in part after ten (10) years on ninety (90) days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease."

H. The following attachments are hereby added to Paragraph 7 of the GSA Standard Form 2:

G. Exhibit A - Notice to Proceed Letter

H. Exhibit B - Change Order Log (cost included in actual TI expended)

I. Exhibit C - Tenant Improvements Calculations

J. Exhibit D - Annual Rent Calculations

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

Lessor Initials

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