

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

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AGREEMENT
4

DATE

10/19/2011

TO LEASE NO. GS-09B-02394 BLDG NO. CA5175

ADDRESS OF PREMISES World Trade Center
350 S. Figueroa Street
Suite 370
Los Angeles, CA 90071-1202

THIS AGREEMENT, made and entered into this date by and between
350 FIGUEROA, LLC

whose address is 350 S. Figueroa Street
Suite 140
Los Angeles, CA 90071-1122

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease (GSA Form 3626) is amended as of **12/1/2011**, effective upon execution by the Government, to establish a building specific security allowance and modify the rent accordingly for the supply & installation of an after-hours security system for the 3rd floor where the tenant agency resides.

- I. The Government shall pay the Lessor annualized rent of **\$118,404.85** at the rate of \$9,867.07083333 month in arrears. For Months 4 thru 63, the annualized rent shall be **\$164,224.44**. For Months 64-123, the annualized rent shall be **\$147,617.40**. Rent for a lesser period shall be prorated.

	Monthly Rent (Months 1-3)	Monthly Rent (Months 4-63)	Monthly Rent (Months 64-123)
Shell Rental Rate per month	\$7,758.2508333	\$7,420.45833333	\$10,192.63
TI Rental Rate per month	\$0.000	\$3,726.16166666	\$0.000
BSS Rental rate per month	\$0.000	\$429.93	\$0.000
Operating Cost Rate per month	\$2,108.82	\$2,108.82	\$2,108.82
Full Service Rate per month	\$9,867.07	\$13,685.37	\$12,301.45
Full Service Rental Rate per annum (annualized rate)	\$118,404.85	\$164,224.44	\$147,617.40

II. TENANT IMPROVEMENT ALLOWANCE:

Based on the GSA Form 3626 and SLA #3, the maximum Tenant Improvement Allowance has been established to be **\$188,178.61**. The Tenant Improvement Allowance shall be amortized over the five (5)-year period (Months 4 thru 63) of the lease agreement at an interest rate (amortization rate) of 7.0% per year.

III. Lessor shall supply & install an after-hours elevator access control system on the 3rd floor of the building where the tenant agency is located. Lessor's proposed costs for installation of the system is [REDACTED] (see attached exhibit). The costs for the system shall be accounted for as follows:

- \$188,178.61 (Max. TI allowance as per GSA Form 3626 and SLA #3)
- \$181,883.00 (NTP construction costs as per SLA #2)
- \$6,295.61 remaining TI allowance

- [REDACTED] (cost of elevator access control system)
- \$6,295.61 (TI balance)
- [REDACTED] remaining costs to be funded by BSS

IV. **Building Specific Security Allowance:** The Building Specific Security (BSS) Allowance of [REDACTED] is hereby established and shall be amortized over the 5-year firm term (months 4-63) portion of the lease agreement at an interest rate (amortization rate) of 7.0% per year.

- A. The Government reserves the right to make cash payments for any or all of the BSS Allowances. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the BSS Allowance, the payment of the BSS Allowance by the Government will result in a decrease in the rent. At any time after occupancy and during the first firm term of the lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the BSS Allowance after occupancy, the payment of the BSS Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
- B. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to either 1) reduce the BSS requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

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

BY [Signature]
(Signature)

Executive Vice-President
(Title)

IN THE PRESENCE OF (witnessed by)

[Signature]
(Signature)

350 S. Figueroa St., Ste 140
LOS ANGELES, CA 90071
(Address)

UNITED STATES OF AMERICA

BY [Signature]
ROBERT W. NIMMO

Contracting Officer
General Services Administration