

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-09B-02618	DATE 1-10-12	PAGE 1 of 3
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ADDRESS OF PREMISES  
2101 Webster Street Oakland, CA

THIS AGREEMENT, made and entered into this date by and between, **CIM / Oakland Center 21 L.P.**,

whose address is **6922 Hollywood Boulevard, Suite 900  
Los Angeles, CA 90028**

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 establish beneficial occupancy, commencement of rent, establish a termination date, provide for a full and final settlement of all construction costs and delays, and memorialize the use of the Dedicated Elevator (as defined below):

**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:

Paragraphs 2, 3, and 4 are deleted in their entirety and the following substituted therefore:

2. TO HAVE AND TO HOLD the said premises with its appurtenances for a term of fifteen (15) years, ten (10) years firm, the term beginning October 5, 2011 through October 4, 2026.

3. **AMOUNT OF ANNUAL RENT:** The Government shall pay the Lessor rent in accordance with the following table. Rent will be paid monthly in arrears. Accumulated operating cost adjustments will be added to the stated rates at the time they become effective. Rent for a lesser period shall be prorated.

Year	Shell Rate	Operating Costs	TI's	Amortized Security Costs	Total Annual Rate	Monthly Rent	Annual Rent
Year One (Months 1-3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Year One (Months 4-12)	\$27.17	\$10.63	\$3.32	\$5.17	\$46.29	\$296,012.98	\$3,552,155.73
Years Two to Fifteen	\$27.17	\$10.63	\$3.32	\$5.17	\$46.29	\$296,012.98	\$3,552,155.73

Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

4. The Government may terminate this lease in whole or in part effective at any time on or after October 4, 2021 by giving at least 120 days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

## LESSOR

SIGNATURE

By: 


ADDRESS

NAME OF SIGNER

By: Eric Rubinfeld,  
Vice President and Secretary

## IN PRESENCE OF

SIGNATURE

By: 

ADDRESS

NAME OF SIGNER

By: Andrew Altman,  
Director, Leasing

## UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

Thomas Hixson

OFFICIAL TITLE OF SIGNER

Contracting Officer

Paragraphs 26 - 31 are hereby added to the Lease:

**26. LIQUIDATED DAMAGES:** The Liquidated Damages due pursuant to this lease is \$19,815.00 (calculated at \$330.25 x 60 days). According to SFO paragraph 4.14 E, occupancy of the Premises was required by August 5, 2011. Occupancy was accepted October 4, 2011 - 60 days late. SFO paragraph 4.10 provides for \$330.25 per day as Liquidated Damages in the event of a delay in occupancy.

**27. CHANGE ORDERS:** Change orders one (1) through six (6) are hereby added to the cost of tenant improvements. The subject change order amounts include all costs related to the change, as described further in Lessor's change order proposals, to complete the work to the Government's satisfaction. The change order total of \$759,696.41 is included in the payment called for in paragraph 28 below. The approved change orders one (1) through six (6) are hereby attached and made a part of the lease.

Item	Description of Work	Cost
Change Order 1	Delete STC Door // Add Sound vestibule	\$2,530.00
Change Order 2	Add deck painting at satellite closets	\$8,031.00
Change Order 3	Add rings and strings for data / phone installation	\$1,567.00
Change Order 4	Add dedicated PDS	\$5,869.00
Change Order 5	Add Paging System	\$93,711.00
Change Order 6	All remaining costs identified in attached Exhibit H	\$647,988.41
<b>Total</b>		<b>\$759,696.41</b>

**28. LUMP SUM PAYMENT NET OF LIQUIDATED DAMAGES:** The total cost for Tenant Improvements (inclusive of change orders in paragraph 26) is the amount of \$6,798,586.28. This amount exceeds the tenant improvement allowance of \$6,038,889.87 (\$87.55 per ABOASF) by \$759,696. The Government agrees to pay the excess balance reduced by \$19,915.00 for liquidated damages as set forth in paragraph 26 above, for a net amount of \$739,781.41 to be paid in accordance with Paragraph 29, herein. The Lessor hereby waives restoration as a result of all improvements.

**29. INVOICING REQUIREMENTS FOR LUMP SUM PAYMENT:** Within seven (7) days of the execution of this SLA, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount of \$739,781.41 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
PO BOX 17181  
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA, Real Estate Acquisition Division - San Francisco  
Attention: Cyrus Sanandaji  
450 Golden Gate, 3<sup>rd</sup> Floor East,  
San Francisco, CA 94102-3471

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.

**29. SETTLEMENT OF LESSOR'S CLAIMS:** In exchange for the Government's agreement to make the lump sum payment set forth in paragraph 28 above, Lessor, its successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges the Government from any and all liabilities, obligations, damages, actions, suits, rights, demands, costs (including, but not limited to attorney's fees and interest), losses, debts and expenses actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected, which the Lessor, or any related person or entity, now has, owns, or holds or claims to have, own or hold, or which the Lessor at any time hereinafter may have against the Government, arising under or relating to delivery of the premises, including without limitation cost of performance, changes to the work and delays. The parties understand and agree that Lessor's above-described release does not affect Lessor's ability to bring any demand, claim, suit or other action against the Government arising from or related to (1) the Government's future acts, omissions, and/or breach of this Agreement as amended.

INITIALS: ER & X  
LESSOR GOVT



**30. USE OF DEDICATED ELEVATOR:** The Lessor hereby agrees to provide and install a dedicated elevator for the Premises for the exclusive use of the Government (the "Dedicated Elevator"). The Lessor shall be solely responsible for operating, maintaining and repairing the Dedicated Elevator at Lessor's sole expense.

In exchange for removing the elevator during the value engineering process, the Government received a credit in the amount of \$260,043.00. However, the Government has agreed to pay the Lessor the amount of \$115,600.00 equivalent to the restocking fee for the Dedicated Elevator to offset Lessor's cost for inclusion of the elevator in the project despite Government's request to remove the unit. The Lessor shall be responsible for the remainder of the costs (direct and indirect) associated with providing, installing, operating, maintaining and repairing the Dedicated Elevator.

In consideration for the Lessor's agreement to provide, install, operate, maintain and repair the Dedicated Elevator at Lessor's sole expense, the Government shall, to the extent practicable, use the Dedicated Elevator for transporting or escorting in and out of the building any suspect, arrestee, detainee, prisoner, or person of interest in the Government's custody. In addition, the Government shall request that all uniformed Government personnel, including employees, invitees, licensees, or contractors, carrying or transporting an exposed firearm use the Dedicated Elevator upon entering and exiting the building, to the extent practicable. The Government and its personnel may use other routes for the purposes described in this provision if the dedicated elevator is not available or using the designated route would interfere with Government operations.

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

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INITIALS: ER & [Signature]  
LESSOR GOV'T