GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 6

MARCH 13, 2014

TO LEASE NO. GS-09B-02918

ADDRESS OF PREMISES:

225 West Broadway, Glendale, CA 91204-1331

THIS AGREEMENT, made and entered into this date by and between AGI Cambra 225 Broadway, LLC

whose address is:

245 Park Avenue

New York, NY 10167-0002

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

WHEREAS, final inspection was performed on January 17, 2014, and the space was accepted as substantially complete subject to completion of punch-list items;

WHEREAS, the parties hereto desire to amend the above Lease to authorize additional Change Orders and provide lump sum payment procedures.

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

Supplemental Lease Agreement (SLA) No. 6 is issued to: establish occupancy and commence rent on **January 17, 2014**, subject to completion of punch list items attached hereto; settle a claim for delay by reducing the rent concession to four (4) months; identify three (3), reserved, structured parking spaces in Exhibit B, attached hereto; clarify the cost for the three (3) reserved, structured parking spaces is included in the shell rent; specify monthly rent for additional structured parking spaces; clarify additional utility cost of 24/7 HVAC in the computer room; and provide final TI cost to be amortized during Years 1 thru 5 of this Lease.

Paragraphs 102.A, 103.A, and 1.13 are deleted in their entirety and replaced with the following.

"Paragraph 1.02A, PARKING

Parking: The three (3), reserved, structured parking spaces which are included in shell rent are depicted on Exhibit B, parking plan, attached hereto. In addition, the Lessor shall make available to the Government sixty-eight (68) parking spaces, including: twenty (20) unreserved visitor parking spaces at the price of \$1.00 per fifteen minutes and a maximum of \$9.00 per day (subject to change based on market price); and forty eight (48) structured, inside spaces available for employees to purchase at the monthly parking rate of \$47.00 per parking space during Years 1 through 5, \$52 per parking space during Years 6 through 10, and \$58 per parking space during Years 11 through 15. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

Page 1 of 2	2 plus	3 pages)				
<u>IN WIT</u> LESSOR:	NESS AC	eunto subscribed the	eir names as of the date above written			
	AC					
BY _	<u> </u>		(Owner)			
IN THE P	ŖESE					
			(Owner)			
UNITED		ADMINISTRATION				
BY			CONTRACTING OFFICER	(Title)	· .	* •
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SHEET NO. 2 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 6 TO LEASE NUMBER GS-09B-02918

"Paragraph 1.03A, RENT AND OTHER CONSIDERATION

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates: A.

	FIRM TERM ⁴	FIRM TERM	FIRM TERM	Non Firm Term ⁵	Non Firm Term
	1/17/2014 - 5/16/2014 Months 1-4	5/17/2014 - 1/16/2019 Months 5-60	1/17/2019 - 1/16/2024 Months 61-120	1/17/2024 - 7/16/2024 Months 121-126	7/17/2024 - 1/16/2029 Months 127-180
SHELL RENT	\$ 0.00	\$ 92,621.58	\$ 194,002.92	\$ 0.00	\$197, 223.42
OPERATING COSTS ²	\$ 0.00	\$ 86,180.58	\$ 86,180.58	\$ 0.00	\$ 86,180.58
TENANT IMPROVEMENTS RENT ³	\$123,970.17	\$123,970.17	\$0.00	\$ 0.00	\$0.00
TOTAL ANNUAL RENT	\$123,970.17	\$302,772.33	\$280,183.50	\$ 0.00	\$283,404.00

Shell rent calculation:

Firm Term

- 5/17/2014 thru 1/16/2019, \$7.19 per RSF multiplied by 12,882 RSF

1/17/2019 thru 1/16/2024, \$15.06 per RSF multiplied by 12,882 RSF

Non Firm Term

- 7/17/2024 thru 1/16/2029, \$15.31 per RSF multiplied by 12,882 RSF

²Operating Costs rent calculation: \$6.69 per RSF multiplied by 12,882 RSF, subject to operating costs adjustment (Par. 2.06).

³The Tenant Improvement Allowance of \$527,995.97 is amortized at a rate of 6.500% percent per annum over Years 1 through 5.

ARent concession of no shell rent or operating expenses during 1/17/2014 – 5/16/2014 (months 1 through 4). Prorated rent payment for 1/17/2014 – 5/16/2014 (months 1 through 4). is \$41,323.39.

Rent concession of no shell rent or operating expenses during 1/17/2024 – 7/16/2024 (months 121 through 126)."

"Paragraph 1.13, 24-HOUR HVAC REQUIREMENT

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. 24-hour HVAC is required by the Government for the Digital Computer Room (DCR) of the Premises, such services shall be provided by the Lessor at an annual cost of \$1,200.00, to be reimbursed in arrears by the tenant agency. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge."

Paragraph 1.07D is hereby added

"1.07D. Total TI Allowance is established as \$527,995.97 (= 11,202 ABOA SF x \$47.13408 per ABOA SF). This amount is amortized in the rent over the first five (5) years of the Lease at an annual interest rate of 6.5 percent.

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

