

LEASE NO. GS-09B-02918

This Lease is made and entered into between

AG/ Cambra 225 Broadway, LLC

("the Lessor"), whose principal place of business is 245 Park Avenue, New York, NY 10167-0002 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

225 West Broadway, Glendale, CA 91204-1331

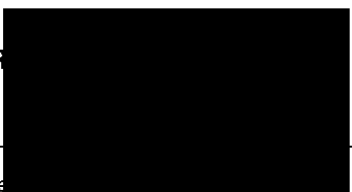
and more fully described in Section 1 and Exhibit D, together with rights to the use of parking and other areas as set forth herein.


To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of


15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR 
Name: Christina Dulan
Title: Manager
Date: 06/01/12


~~Veronica Gonzalez~~ CHRISTINA DULAN
Lease Contracting Officer
Date: 6/24/12

WITNESSED BY:

Title: Asst. Manager
Date: 06/01/12

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 12,882 rentable square feet (RSF), yielding 11,202 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 14.99773219%, located on the 6th floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit C.

1.02 EXPRESS APPURTENANT RIGHTS

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: Parking spaces are depicted on the plan attached hereto as Exhibit B. The Lessor shall make available to the Government **seventy one (71)** parking spaces as of which **three (3)** shall be structured inside spaces reserved for the exclusive use of the Government, **twenty (20)** shall be unreserved visitor parking spaces at the price of \$1.00 per 15 minutes and a maximum of \$9.00 per day (subject to change based on market price), and **forty eight (48)** structured inside spaces shall be available for employees to purchase at the parking rate of \$47.00 per space each month (subject to change based on market price). 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.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION

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

	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$0.00	\$92,621.58	\$194,002.92	\$0.00 ³	\$197,223.42
TENANT IMPROVEMENTS RENT ²	\$123,970.17	\$123,970.17	\$0.00	\$0.00	\$0.00
OPERATING COSTS	\$0.00	\$86,180.58 ⁴	\$86,180.58 ⁴	\$0.00 ³	\$86,180.58 ⁴
TOTAL ANNUAL RENT	\$123,970.17	\$302,772.33	\$280,183.50	\$0.00³	\$283,404.00

¹ Year one's total annual rent has a rent concession of \$0.00 on the shell and operating costs provided by the Lessor.

²The Tenant Improvement Allowance of \$527,995.97 is amortized at a rate of 6.5 percent per annum over 5 years.

³ Beginning on year 11, a six (6) month a rent concession of free rent is on the shell and operating costs.

⁴Operating cost base is established at \$6.69 per rentable square feet on year one (see Paragraph 1.10) and subject to cost adjustments (see Paragraph 2.06).

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 11,202 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. 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.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 30 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

All other terms and conditions of this lease shall remain in force and effect during any renewal term.

1.05 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Special Space Requirements in Glendale, CA	36	A
PARKING PLAN(S)	1	B
FLOOR PLAN(S)	2	C
SITE PLAN & SIGN LOCATION MAP(S)	2	D
GSA FORM 3517B GENERAL CLAUSES	33	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	F
UNIT PRICE LIST	1	G
EXTERIOR BUILDING SIGNAGE	1	H
ELEVATOR SIGNAGE	1	I

1.06 TENANT IMPROVEMENT ALLOWANCE

The Tenant Improvement Allowance for purposes of this Lease is \$47,13408 per ABOA sq. ft. The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. This amount is amortized in the rent over the first five (5) years of this Lease at an annual interest rate of 6.5 percent.

1.07 TENANT IMPROVEMENT RENTAL ADJUSTMENT (APR 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TI Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the agreed-upon amortization rate over the first five (5) years.

B. The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement Allowance. That part of the Tenant Improvement Allowance amortized in the rent shall be reduced accordingly. At any time after occupancy and during the 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 Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the Tenant Improvement 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.

1.08 TENANT IMPROVEMENT FEE SCHEDULE

For pricing Tenant Improvement Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (FLAT FEE)	\$10,000
LESSOR'S PROJECT MANAGEMENT FEE (% OF CONSTRUCTION COSTS)	5%

1.09 PERCENTAGE OF OCCUPANCY

The Government's Percentage of Occupancy of this lease is 10.5 percent. The percentage of occupancy is derived by dividing the total Government space of 12,882 RSF by the total building space of 122,358 rentable square feet.

1.10 OPERATING COST BASE

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$6.69** per rentable square feet (~~\$86,180.58/annum~~). Although, the Lessor has provided a rent concession of \$0.00 on the first (1) years rent, for purposes of operating cost adjustments the base remains established as \$6.69 per rentable square feet.

1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$6.70** per ABOA sq. ft. of space vacated by the Government.

1.12 HOURLY OVERTIME HVAC RATES

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$50.00 per hour for the entire space.

1.13 24-HOUR HVAC REQUIREMENT (APR 2011)

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. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at \$1.00 per square foot to the Government for areas receiving the 24-hour HVAC.

1.14 ADDITIONAL BUILDING IMPROVEMENTS

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. Building Management Plan for preventive maintenance for both conditional-monitoring and life-extending tasks which are scheduled at regular intervals. To extend the life of the building components by reducing inefficiencies in operation and energy usage. To ensure preventative maintenance includes regular inspections and replacement of equipment crucial to operating a building, maintenance staff to reduce problems that might otherwise lead to operating failures, protect the physical integrity of building components through preventive maintenance preserving a safe environment. Prevent minor problems from escalating into major system and equipment failures that result in costly repairs, reduce time spent reacting to crises,
1. Corrective maintenance- Corrective maintenance is defined as maintenance work necessary to bring a building to acceptable standards within one week of the initial request. Typically repairs or replacements of components which have failed or broken down that require conditional monitoring. When corrective maintenance is done, the equipment should be inspected to identify the reason for the failure and to allow action to be taken to eliminate or reduce the frequency of future similar failures. Copies of these inspections are to be mailed to GSA for recording.
 2. Planned maintenance- Planned maintenance is defined as work necessary to prevent failure which recurs predictably within the life of a building.
 3. Emergency corrective maintenance- Emergency corrective maintenance is defined as work that must be initiated in less than 24 hours for health, safety, security reasons or that may result in the rapid deterioration of the structure or premises of this lease. A daily response system detailing who will be responsible for urgent repairs is to be delivered to GSA within less than 24 hours. Including but not limited to roof repairs, graffiti removal, repairing of broken glass, plumbing or pipe leaks, walkway and or tripping hazards of any sort.
- B. Building Top and Monument Signage (see Exhibit H)
- C. Elevator Signage (see Exhibit I)
- D. Security Guard and or Lobby Attendant during business hours. The Security Guard and or Lobby Attendant will direct [REDACTED] visitors to the designated elevator (see subparagraph E).
- E. The Lessor will designate an elevator for the exclusive use of [REDACTED] visitors. [REDACTED] visitors will have a separate corridor on the 6th floor from the designated elevator.
- F. Past Performance
1. During the course of this lease GSA will evaluate the building's tenant customer satisfaction level to measure the Lessor's performance. The evaluation will be based on a random polling of the tenant agency to determine their level of satisfaction.
 2. The minimum performance standard score is eighty six percent (86%) tenant customer satisfaction.
 3. If scores fall below the minimum performance standard of eighty six percent (86%), a GSA representative will contact you to develop strategies to improve the customer satisfaction score. Should the issue failed to be remedied within three (3) polling's, the liquidated damages clause will be exercised and the lease is subject to termination in whole or in part effective immediately by the Government.