

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 5

DATE

January 31, 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 AG/ 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, 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 upon execution by the Government, as follows:

Supplemental Lease Agreement (SLA) No. 5 is issued to document the Notice to Proceed for Change Orders Invoices 3R, 4R, 5R, 6, 8, 9R, 10R3, 11R3, 12, 13, 14R, 15, 16R, 17R, and 18R, as attached hereto, in the amount of \$43,594.43.

Paragraphs 1.15 K, L, and M are hereby added.

"Paragraph 1.15

K. The following Change Orders are authorized by the Government and included in the lump sum invoice total cost in Paragraph L:

| Invoice # | CCA # | Date Authorized | Description | Amount |
|-----------|------------|-------------------------|--|--------------------|
| 3R | 9R | Upon execution of SLA 5 | Relocate [redacted] to column in reception, Bulletin 5 | |
| 4R | 10 | Upon execution of SLA 5 | Relocate 5 th Floor HVAC condensate line | |
| 5R | N/A | Upon execution of SLA 5 | CREDIT - 3 TVs and 1 bracket | |
| 6 | 11, 12, 13 | Upon execution of SLA 5 | Relocate IDS keypad, extend wall, bullnose counter side | |
| 8 | 16 | Upon execution of SLA 5 | Relocate 5 th floor exhaust duct | |
| 9R | 17 | Upon execution of SLA 5 | Relocate [redacted] | |
| 10R3 | 18R | Upon execution of SLA 5 | Install conduit to roof for antenna | |
| 11R3 | 20, 29R | Upon execution of SLA 5 | Install opener on Door 632, install magnetic hold for Door 619.2, install door with vision window for Door 617 | |
| 12 | 21 | Upon execution of SLA 5 | Install locking covers on 15 t-stats | |
| 13 | 22 | Upon execution of SLA 5 | Convert [redacted] | |
| 14R | 26, 27 | Upon execution of SLA 5 | Install 31 double data jacks, relocate data outlet from column to wall | |
| 16R | Digital | Upon execution of SLA 5 | Add 4 data outlets & drops for fax/printers | |
| 17R | 31 | Upon execution of SLA 5 | Replace door hardware on 2 unisex restrooms with dead-bolt lockset | |
| 18R | Digital | Upon execution of SLA 5 | Install [redacted] and credit for 19 inch monitors | |
| N/A | SSC | Upon execution of SLA 5 | Building "Eyebrow" Exterior Signage | |
| | | Upon execution of SLA 5 | Total Lump Sum Cost | \$43,594.43 |

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Lessor and the Government, have hereunto subscribed their names as of the date above written.

LESSOR: AG/ [redacted]

BY [redacted]

(Owner)

IN THE PRESENCE OF [redacted]

(Signature)

(Owner)

UNITED STATES OF AMERICA

ADMINISTRATION

BY [redacted]

CONTRACTING OFFICER

(Title)

GS-09B0-0

LESSOR M GOVERNMENT

SHEET NO. 2 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 5 TO LEASE NUMBER GS-09B-02918

L. Except for change orders with long-lead materials, installation will be completed prior to final inspection and acceptance. Upon completion and acceptance of Change Orders Invoices 3R, 4R, 5R, 6, 8, 9R, 10R3, 11R3, 12, 13, 14R, 15, 16R, 17, and 18R identified herein and attached hereto, the Government shall reimburse the Lessor in a lump-sum payment in the amount of **\$43,594.43**, upon receipt of a government approved invoice.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
Post Office Box 17181
Fort Worth, Texas 76102-0181

Alternatively, the Lessor may submit the Invoice electronically, via www.finance.gsa.gov

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: James Valk
300 North Los Angeles Street, Suite 4100
Los Angeles, California 90012
Email: james.valk@gsa.gov

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
- GSA PS # (to be provided by the GSA LCO)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

M. The Lessor hereby waives restoration as a result of all improvements. Unless the Government has removed such items from the premises, the Lessor shall repair and maintain such items provided by the Lessor in accordance with this Lease Agreement GS-09B-02918. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor."

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

