

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-09B-02607	DATE December 5, 2011 # 28-11-11	PAGE 1 of 1
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ADDRESS OF PREMISES

5365 North 99th Avenue, Glendale, AZ

THIS AGREEMENT, made and entered into this date by and between HR GCC, LLC

whose address is: 11990 San Vicente Boulevard, Suite 200
Los Angeles, CA 90049

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 is amended effective upon execution by the Government to establish beneficial occupancy:

Paragraphs 1, 2 and 10 are hereby deleted in their entirety and are substituted therefore:

1. The Lessor hereby leases to the Government the following described premises:
16,632 rentable square feet (r.s.f.), yielding approximately 16,632 ANSI/BOMA Office Area (ABOA) square feet and related space located at the Glendale Corporate Center, 5365 N. 99th Avenue, Glendale, Arizona 85305-2203, together with 40 onsite parking spaces, as depicted on the attached floor plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS described in Form 1364 and Amendment Number 1. At the time of execution, the government has no preconceived notions of any other use for the premises other than the [REDACTED]

"2. TO HAVE AND TO HOLD, for the term commencing on November 16, 2011 and continuing through November 15, 2021 Inclusive subject to termination and renewal rights as may be hereinafter set forth."


"10. The Government shall pay the Lessor annual rent as follows, in arrears. The actual Tenant Improvement amount to be amortized into the rent will be memorialized in a subsequent Supplemental Lease Agreement. Rent for a lesser period shall be prorated.

Period	Shell Rental Rate/RSF	Operating Expenses/RSF	Tenant Improvement/RSF	Total Rate/RSF	Annual Rent/RSF
Year 1	\$0	\$0	\$5.39	\$0	\$89,604.43
Years 2-3	\$16.52	\$4.69	\$5.39	\$26.60	\$442,369.15
Years 4-6	\$19.02	\$4.69	\$5.39	\$29.10	\$483,949.15
Years 7-10	\$21.52	\$4.69	\$5.39	\$31.60	\$525,317.02

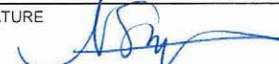
All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR

SIGNATURE 	NAME OF SIGNER ERIC FLEISS
ADDRESS 11990 SAN VICENTE BLVD., STE. 200, LOS ANGELES, CA 90049	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER NICOLE STANTON
ADDRESS 11990 SAN VICENTE BLVD., STE. 200, LOS ANGELES, CA 90049	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER PETER SHTEYN
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER	