

SUPPLEMENTAL LEASE AGREEMENT

Number 1

Lease Number: LCA02156

Date:

9/2/10

1000 Lakes Drive, West Covina, CA 91790

THIS AGREEMENT, made and entered into this date by and between **GATEWAY CRESCENT, LLC** whose address is 100 Wilshire Blvd., Suite 700, Santa Monica, CA 90401-3602,

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 clarify the square footage occupied, to document the effective date of the lease, and to clarify the rent breakdown.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 16, 2010 as follows:

A. Paragraph 1 is hereby deleted in its entirety, and the following substituted therefore:

"The Lessor hereby leases to the Government the following described premises:

Block A: A total of 6,036 rentable square feet (r.s.f.) yielding approximately 5,272 ANSI/BOMA office area square feet and related space.

Block B: 668 rentable square feet (r.s.f.) yielding approximately 583 ANSI/BOMA office area square feet and related space;

For a total of 6,704 rentable square feet (r.s.f.) yielding approximately 5,855 ANSI/BOMA Office Area square feet and related space located on the 4th Floor at the Lakes, 1000 Lakes Drive, West Covina, CA 91790, together with 25 on-site surface parking spaces (the "Premises"), as depicted on the attached site plan (Exhibit A) and floor plan (Exhibit B), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

B. Paragraph 9 is hereby deleted in its entirety, and the following substituted therefore:

"Block A: TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 16, 2010 through August 15, 2017, subject to termination and renewal as may be hereinafter set forth.

Block B: TO HAVE AND TO HOLD the said premises with their appurtenances beginning upon the substantial completion of the space and acceptance by the Government as satisfactorily complete through August 15, 2017."

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, **GATEWAY CRESCENT, LLC**

By

(Signature)

Vice President
(Title)

In Presence of

(Signature)

100 Wilshire Blvd Ste 700 Santa Monica, CA 90401
(Address)

United States Of America, General Services Administration, Public Buildings Service.

Jessica Escobedo
(Signature)

Contracting Officer
(Official Title)

C. Paragraph 10 is hereby deleted in its entirety and the following substituted therefore:

"Block A: The Government shall pay the Lessor annual rent as follows:

- For months 1 through August 15, 2015, annual rent of \$143,958.60 at the rate of \$11,996.55 per month in arrears:

	Rentable Sq. Foot Rate	Annual Rent	Monthly Rent
Shell Rent	\$17.16	\$103,577.76	\$8,631.48
Operating Cost	\$6.69	\$40,380.84	\$3,365.07
Amortization of TI	\$00.00	\$00.00	\$00.00
Full Service Rent	\$23.85	\$143,958.60	\$11,996.55

- For months 61 through August 15, 2017, annual rent of \$158,626.08 at the rate of \$13,218.84 per month in arrears:

	Rentable Sq. Foot Rate	Annual Rent	Monthly Rent
Shell Rent	\$19.59	\$118,245.24	\$9,853.77
Operating Cost	\$6.69	\$40,380.84	\$3,365.07
Amortization of TI	\$00.00	\$00.00	\$00.00
Full Service Rent	\$26.28	\$158,626.08	\$13,218.84

- Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Gateway Crescent, LLC
100 Wilshire, Suite 700
Santa Monica, CA 90401-3602"

Block B: The Government shall pay the Lessor annual rent as follows:

- For purposes of this SLA, TI has been amortized in the amount of \$27,476.79. Upon Beneficial Occupancy the TI Amortization period will be updated accordingly. For months 1 through August 15, 2015, annual rent of \$22,625.16 at the rate of \$1,885.43 per month in arrears:

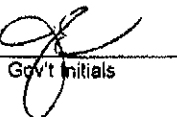
	Rentable Sq. Foot Rate	Annual Rent	Monthly Rent
Shell Rent	\$17.16	\$11,462.88	\$955.24
Operating Cost	\$6.69	\$4,468.92	\$372.41
Amortization of TI	\$10.02	\$6,693.36	\$557.78
Full Service Rent	\$33.87	\$22,625.16	\$1,885.43

- For months 61 through August 15, 2017, annual rent of \$17,555.04 at the rate of \$1,462.92 per month in arrears:

	Rentable Sq. Foot Rate	Annual Rent	Monthly Rent
Shell Rent	\$19.59	\$13,086.12	\$1,090.51
Operating Cost	\$6.69	\$4,468.92	\$372.41
Amortization of TI	\$00.00	\$00.00	\$00.00
Full Service Rent	\$26.28	\$17,555.04	\$1,462.92

- Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Gateway Crescent, LLC
100 Wilshire, Suite 700
Santa Monica, CA 90401-3602"


Gov't Initials


Lessor Initials



D. Paragraph 22 is hereby deleted in its entirety and the following substituted therefore:

"Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total estimated amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] for Block A plus estimated [REDACTED] for Block B). The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit.

For Block A, the total amount of commission credit is [REDACTED] and reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month Rental Payment \$11,996.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month Rent; and

Second Month Rental Payment \$11,996.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month Rent.

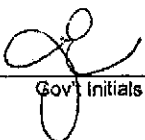
For Block B, the total estimated amount of commission credit is [REDACTED] and reduction in shell rent shall commence upon completion and acceptance of Tenant Improvements as indicated in this schedule for adjusted Monthly Rent:

First Month Rental Payment of \$1,885.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month Rent; and

Second Month Rental Payment of \$1,885.43 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month Rent.

The actual amount of commission for Block B will be based upon the actual, final cost of Tenant Improvements.

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


Gov't Initials


Lessor Initials