

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-09B-02365 (LCA02365)	DATE 12/23/11	PAGE 1 of 2
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ADDRESS OF PREMISES
1333 Broadway, Oakland California

THIS AGREEMENT, made and entered into this date by and between CIM/Oakland 1333 Broadway, L.P. whose address is:

6922 Hollywood Boulevard, Suite 900
Los Angeles, CA 90028-3129

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 as follows:

To revise the rent payments as a result of an increase in the Tenant Improvement costs and to provide for a lump sum payment.

Paragraph 3 of the SF2 is deleted in its entirety and the following substituted in its place:

The Government shall pay the Lessor annual rent as follows in arrears:

Year	Shell rate (rsf / yr)	Operating Costs (rsf / yr)	Annual Amortized T.I.'s (rsf / yr)	Amortized Security Costs (rsf / yr)	Total Annual Rent (rsf/yr)	Monthly Rent	Annual Rent
1	\$0.00	\$0.00	\$0.71	\$0.00	\$0.00	\$1,069.75	\$12,837.03
2 - 8	\$23.19	\$10.42	\$5.04	\$0.11	\$38.76	\$58,582.51	\$702,990.12
9 - 10	\$23.19	\$10.42	\$4.33	\$0.11	\$38.05	\$57,509.40	\$690,112.85

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

CIM/Oakland 1333 Broadway, L.P.
6922 Hollywood Boulevard, Suite 900
Los Angeles, California 90028

Paragraph 14 of the SF2 is deleted in its entirety and the following substituted in its place:

TENANT IMPROVEMENT ALLOWANCE: The maximum Tenant Improvement Allowance is \$1,024,745.92. Of this, \$888,696.24 will be amortized in the rent per paragraph 3 of this SLA 1. \$786,000 shall be amortized over the 10 year term of the lease agreement at an interest rate (amortization rate) of 0% per year. Lessor has agreed to amortize \$786,000 over ten years at Lessor's own risk and no payments will be due after the end of the firm term if the Government elects to vacate the premises in accordance with Section 4 this SF2. In addition, \$102,696.24 shall be amortized over the 8 year firm term of this lease at an interest rate of 0%. The remaining \$136,049.68 shall be paid via lump sum payment following occupancy and the receipt of a proper invoice from the Lessor. The following fees will be added to the Tenant Improvement Allowance:

- GENERAL CONDITIONS SHALL NOT EXCEED 5% OF THE TENANT IMPROVEMENT ALLOWANCE
- GENERAL CONTRACTOR'S FEES SHALL NOT EXCEED 7% OF THE TENANT IMPROVEMENT ALLOWANCE
- ARCHITECTURAL / ENGINEERING FEES SHALL NOT EXCEED \$3.00 PER USABLE SQUARE FOOT
- LESSOR'S PROJECT MANAGER'S FEES CALCULATED AT 0% OF THE TENANT IMPROVEMENT ALLOWANCE (A 3% PROJECT MANAGEMENT FEE WILL BE ADDED TO COSTS THAT EXCEED THE TENANT IMPROVEMENT ALLOWANCE)

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INITIALS:  LESSOR
 GOV'T

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GSA FORM 276 (REV. 8/2006)

Paragraph 21 is hereby added to the SF-2: In separate correspondence dated July 15, 2011, the Government Issued Notice to Proceed for Tenant Improvements in the amount of \$1,024,745.92 based upon costs contained in the TICS table dated 07/14/2011. \$688,696.24 of the total amount will be amortized into the rent as set forth in paragraph 14 of this SLA. The Government hereby orders the balance of \$136,049.68.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$136,049.68, upon receipt of an original invoice. Payment will be due only for items which are either: (a) Incorporated in the TICS table dated 7/14/11, or (b) changes approved in writing by the Contracting Officer.

Invoices must be submitted electronically to the following address: <https://www.finance.gsa.gov/webvendors/LoginVend.aspx>. If you are unable to process the invoice electronically, you may mail the original invoice to the following address:

GSA, Greater Southwest Finance Center
FAS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

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

General Services Administration
ATTN: Megan M. Stefani
450 Golden Gate Ave, 3rd Floor East
San Francisco, CA 94102

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 items delivered
GSA PDN # _____ (to be provided by GSA)."

All other provisions of Lease number LCA02365 remain unchanged.

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

LESSOR - CIM/Oakland 1333 Broadway, L.P.

SIGNATURE

NAME OF SIGNER

Avraham Shemesh

ADDRESS

6922 Hollywood Blvd, Ste 900, Los Angeles, CA 90028

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

Lauren Maddox

ADDRESS

6922 Hollywood Blvd, Ste 900, Los Angeles, CA 90028

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Megan M. Stefani

OFFICIAL TITLE OF SIGNER

Lease Contracting officer

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 GOV'T

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