

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

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3

DATE

8/15/2011

TO LEASE NO. GS-09B-02394 BLDG NO. CA5175

ADDRESS OF PREMISES World Trade Center
350 S. Figueroa Street
Suite 370
Los Angeles, CA 90071-1202

THIS AGREEMENT, made and entered into this date by and between
350 FIGUEROA, LLC

whose address is 350 S. Figueroa Street
Suite 140
Los Angeles, CA 90071-1122

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 (GSA Form 3626) is amended, effective upon execution by the Government, to establish Beneficial Occupancy for purposes of rent start as of September 1, 2011, modify the term of the lease, address the required alterations associated with the superseding lease, modify the broker commission paragraph, and terminate the legacy lease (LCA31488).

- I. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **September 1, 2011 through November 30, 2021**, subject to termination and renewal rights as may be hereinafter set forth. The two phases of existing space alterations are projected to be completed in accordance with approved Design Intent Drawings by November 30, 2011.
- II. The Government shall pay the Lessor annualized rent of **\$118,404.85** at the rate of \$9,867.07083333 month in arrears. For Months 4 thru 63, the annualized rent shall be **\$159,065.28**. For Months 64-123, the annualized rent shall be **\$147,617.40**. Rent for a lesser period shall be prorated.

	Monthly Rent (Months 1-3)	Monthly Rent (Months 4-63)	Monthly Rent (Months 64-123)
Shell Rental Rate per month	\$7,758.2508333	\$7,420.45833333	\$10,192.63
TI Rental Rate per month	\$0.000	\$3,726.16166666	\$0.000
Operating Cost Rate per month	\$2,108.82	\$2,108.82	\$2,108.82
Full Service Rate per month	\$9,867.0708333	\$13,255.44	\$12,301.45
Full Service Rental Rate per annum (annualized rate)	\$118,404.85	\$159,065.28	\$147,617.40

III. TENANT IMPROVEMENT ALLOWANCE:

The maximum Tenant Improvement Allowance has been established to be **\$188,178.61**. The Tenant Improvement Allowance shall be amortized over the five (5)-year period (Months 4 thru 63) of the lease agreement at an interest rate (amortization rate) of 7.0% per year.



IV. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the lease. The total 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].** 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 Lease.

The shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The 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:

Fourth Month's Rental Payment \$13,255.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent

V. Any and all lease terms associated with **GS-09B-31488** are hereby terminated as of **8/31/2011**.

VI. For purposes of operating rent escalation, the anniversary date computation shall be based on the start date of **12/1/2011**.

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

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

LESSOR

BY [Signature] _____ (Signature) _____ (Title)

IN THE PRESENCE OF (witnessed by)

[Signature] (Signature) 350 S. ALBUQUERQUE ST., STE 140
LOS ANGELES, CA 90071 (Address)

UNITED STATES OF AMERICA

BY [Signature] Contracting Officer
ROBERT W. NIMMO General Services Administration