# SUPPLEMENTAL LEASE AGREEMENT

| SUPPLEMENTAL LEASE AGREEMENT NO. | TO LEASE NO. | D | PAGE |
|---|---|---|---|
| 1 | GS-09B-02457 | JUN 10 2011 | 1 of 2 |

ADDRESS OF PREMISES
1320 E. Olympic Blvd., Los Angeles, CA 90021-1948

**THIS AGREEMENT**, made and entered into this date by and between, **1320 EAST OLYMPIC, LLC** DBA **WWW.PROPERTIES**

whose address is 3727 SERRA ROAD
MALIBU, CALIFORNIA 90265-4918

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 May 23, 2011. The lease is hereby amended as follows:

Part II, block B.3. TERM is hereby deleted in its entirety and the following substituted therefore:

"3. To have and to hold, the said premises with their appurtenances for the term beginning May 23, 2011, and continuing through May 22, 2021. The Government may terminate this lease at any time on or after May 22, 2016, in whole or in part, by giving ninety (90) calendar days prior written notice to Lessor. Said notice shall be computed commencing with the day after the date of mailing, and no rental shall accrue after the effective date of termination."

Part II, blocks A.2.a. – d. LOCATIONS(S) IN BUILDING are hereby deleted in their entirety and the following substituted therefore:

| a. FLOOR(S) | b. ROOM NUMBER(S) |
|---|---|
| Second | **214** |

| c. SQ. FT. | d. TYPE |
|---|---|
| RENTABLE<br>1,375<br>ABOA<br>1,227<br>Common Area Factor<br>1.120619300 | ☒ GENERAL OFFICE ☐<br>OTHER *(Specify)*<br>☐ WAREHOUSE _____ |

**[CONTINUED ON PAGE 2]**

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

**LESSOR**

SIGNATURE

NAME OF SIGNER DOUG WEITMAN

ADDRESS
3727 SERRA ROAD, MALIBU, CALIFORNIA 90265-4918

**IN PRESENCE OF**

SIGNATURE

NAME OF SIGNER DAVID DREBEN

ADDRESS [redacted]

**UNITED STATES OF AMERICA**

SIGNATURE

NAME OF SIGNER
**MERLIN E. NYGREN**

OFFICIAL TITLE OF SIGNER
**Contracting Officer, GSA, PBS**

Part II, blocks C.5. and C.6. RENTAL are hereby deleted in their entirety and the following substituted therefore:

| | |
|---|---|
| "5. AMOUNT OF ANNUAL RENT:<br>Years 1-5: $36,769.04; which is comprised of:<br>Shell: $29,486.37<br>OPEX: $6,245.43<br>Amort. TI: $1,037.24<br>Years 6-10: $35,731.80; which is comprised of:<br>Shell: $29,486.37<br>OPEX: $6,245.43<br>Amort. TI: $0.00 | 6. RATE PER MONTH<br>Years 1-5: $3,064.09; which is comprised of:<br>Shell: $2,457.20<br>OPEX: $520.45<br>Amort. TI: $86.44<br>Years 6-10: $2,977.65; which is comprised of:<br>Shell: $2,457.20<br>OPEX: $520.45<br>Amort. TI: $0.00" |

Part III, Paragraph 1.(h)(1), "Commission and Commission Credit" is hereby deleted in its entirety and the following substituted therefore:

"(1) The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this 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 above, 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 of this lease. Notwithstanding GSA Form 3626, Part II (C), blocks 5 and 6, 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:

First Month's Rental Payment $3,064.09 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment $3,064.09 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent"

The following paragraphs are hereby added to Part III, Paragraph 1.:

(5) The Government and Lessor agree that the suite number shall be changed to 214 from 219.

(6) In addition to the square footage stated in Part II block 2.c. above; the Lessor has provided 152 rentable square feet (RSF) of space yielding 135.64 ANSI/BOMA Office Area (ABOA) square feet of space at no additional cost to the Government as part of this lease. The total space occupied by the Government is therefore 1,527 rentable square feet yielding 1,362.64 ABOA square feet.

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty (30) calendar days after the date of execution by the Government.

All other terms and conditions remain in full force and effect.