

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE Lease Amendment	LEASE AMENDMENT No. 01	DATE 6/19/12
ADDRESS OF PREMISES: 1145 North "H" Street Lompoc, CA 93436-8109	TO LEASE NO. GS-09B-02779	

THIS AGREEMENT, made and entered into this date by and between: Stuart Whitman, Inc.

whose address is: 13245 Riverside Drive, Suite 320
Sherman Oaks, CA 91423

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 Government execution as follows:

This Lease Amendment (LA) No. 01 is issued to establish Beneficial Occupancy of the Government leased space, to correct the name of Lessor, to change address of Lessor, to establish the tenant improvement amount and the amortization rate, and to adjust the annual rental rate.

Accordingly, Paragraph 1, 2, 3, 4 and 5 is added to the Lease as follows:

1. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on June 04, 2012 through June 03, 2022, subject to termination rights as may be hereinafter set forth.
2. Lessor's name is changed from Flower Valley Plaza, LLC to Stuart Whitman, Inc.
3. Lessor's address is changed from 9220 Sunset Boulevard, Suite 206, Los Angeles, CA 90069 to 13245 Riverside Drive, Suite 320, Sherman Oaks, CA 91423.
4. The Tenant Improvement Allowance of \$179,356.00 shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 3% per year.
5. The Government shall pay Lessor annual rent as follows:

For years 1 through 5, annual rent of \$127,773.51 at \$10,647.79 per month in arrears.
 For years 6 through 10, annual rent of \$89,100.00 at \$7,425.00 per month in arrears.
 Rent for a lesser period shall be prorated. Rent checks shall be payable to the following address:

Stuart Whitman, Inc.
 13245 Riverside Drive, Suite 320
 Sherman Oaks, CA 91423

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: Stuart Whitman, Inc.

By: *Stuart Whitman* (Signature) Owner: VICE PRESIDENT (Title)

IN THE PRESENCE OF (witnessed by :)

[Signature] (Signature) 5670 WILSHIRE BLVD. #2170 (Address)
LA, CA 90036

UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service.

BY *[Signature]* (Signature) Contracting Officer
GSA, PBS, RED

LEASE NO. GS-09B-02779

GSA FORM L-201A (01/11)
(For Security Level I & II Leases
Not Exceeding the Simplified Lease Acquisition Threshold)

THIS LEASE is made and entered into between

FLOWER VALLEY PLAZA, LLC

("the Lessor") and

THE UNITED STATES OF AMERICA

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

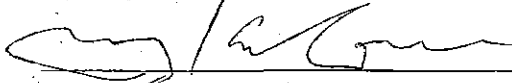
The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A, Simplified Lease Proposal, attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II of said Exhibit A, to have and to hold for a term of

10 YEARS, 5 YEARS FIRM

commencing on the date of acceptance of the Premises (as such date shall be established in accordance with Section 3 herein), subject to the terms and conditions set forth below.

IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

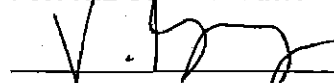


Name: Irving Kaufman of Stuart Whitman, Inc.

Title: Secretary—Treasurer

Date: JULY 6, 2011

FOR THE GOVERNMENT:

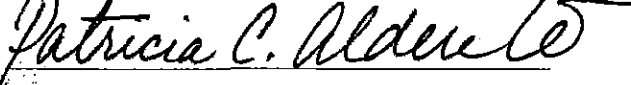


Veronica Gonzalez

Lease Contracting Officer

Date: JULY 7, 2011

WITNESSED BY:



Name: Patricia C. Alderete

Title: Office Manager

Date: JULY 6, 2011

SECTION 1 RENT AND OTHER TERMS

1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (JAN 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Section 3 of this Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described in Exhibit A and the Agency-Specific Requirements Package ("ASRP") attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16 of Exhibit A, rights to parking areas will be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

1.02 EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (JAN 2011)

The Government may terminate this Lease, in whole or in part, at any time after the Firm Term by providing not less than 90 days prior written notice to the Lessor. No rental shall accrue after the effective date of termination.

1.03 DOCUMENTS INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (JAN 2011)

The following documents are incorporated by reference, as though fully set forth herein:

- Exhibit A, GSA Form 1364A, Simplified Lease Proposal in Response to RLP No. OCA2418.
- Exhibit B, Floor Plan Delineating the Premises
- Exhibit C, ASRP for the General Services Administration.
- Exhibit D, GSA Form 3518A, Representations and Certifications (Rev. 1/07)
- Exhibit E, Amendments to RLP No. OCA2418.

SECTION 2 GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS, STANDARDS, AND FORMULAS (SIMPLIFIED LEASE) (JAN 2011)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- D. Days. All references to days in this Lease shall be understood to mean calendar days.
- E. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- F. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- G. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- H. Lease Award Date. The Lease Award Date means the date that the Lease is signed by the LCO (and on which the Lessor's obligations under the Lease commence).

I. The Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated Common Areas, described in Section II, Line 9, of Exhibit A, and delineated by plan on Exhibit B. If Exhibit A and B are inconsistent with respect to the description of the Space, Exhibit A shall be controlling. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

J. The Property and the Building. The Property is defined as the land and buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights). The building(s) situated on the Property in which the Leased Premises are located shall be referred to herein as "the Building(s)."

K. The Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

L. Standard for Measuring Office Area and Other Space. For the purposes of this Lease, Space shall be measured in accordance with the standard provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area. ANSI/BOMA Z65.1-1996 shall be used. References to ABOA mean ANSI/BOMA Office Area.

M. Standard for Determining Common Area Factor. The Common Area Factor ("CAF") is the conversion factor expressed as the percentage of space in the Premises that constitutes Common Area. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

N. Formula for Calculation of Rentable Area. Rentable Area is calculated using the following formula for each type of Space (e.g., Office, Warehouse, etc.) included in the Premises: $\text{ANSI/BOMA Square Feet of Space} \times (1 + \text{CAF}) = \text{Rentable Square Feet}$. The CAF set forth in Exhibit A shall be applied, but is subject to adjustment at the Government's option to comply with the standard set forth herein.

O. Formula for Calculation of Rent. The rental consideration shall be calculated by multiplying the Rentable Square Feet in the Premises for each type of Space delivered for occupancy and use by the applicable rental rate set forth in Exhibit A. The annual rent shall be established in accordance with Section 3 of this Lease.

2.02 AUTHORIZED REPRESENTATIVES (SIMPLIFIED LEASE) (JAN 2011)

A. The following persons are designated by each party as having full authority to bind their respective principles with regard to all matters relating to this Lease:

For the Government:

Veronica Gonzalez
Lease Contracting Officer
300 N. Los Angeles Street, Suite 4100
Los Angeles, CA 90012
213-894-2238 (Office)
213-894-6629 (Fax)
veronica.gonzalez@gsa.gov

For the Lessor: (See Exhibit A, Box 18B.)

B. No person other than those designated in paragraph B.1 shall be understood to have any authority to bind their respective principles, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO, identified in paragraph B.1, by notice, without an express delegation by the LCO.

2.03 NOTICES (SIMPLIFIED LEASE) (JAN 2011)

A. All required notices under any clause of this Lease shall be in writing and sent to either the Authorized Representative(s) specified in paragraph B.1, or to the following representatives:

For the Government:

Contracting Officer
300 N. Los Angeles Street, Suite 4100
Los Angeles, CA 90012
213-894-7748 (Office)
213-894-6629 (Fax)

For the Lessor: (See Exhibit A, Box 18B.)

B. Either party may change the designation of its representative for the receipt of notices by providing notice of such change in accordance with this clause.