Lease Amendment
Number 002

Lease Number: GS-09B-02891  Date: 11-12-14

ADDRESS OF PREMISES
1111 Broadway
Oakland, CA 94607

THIS AGREEMENT, made and entered into this date by and between: 1111 Broadway B2 Property LLC,
whose address is: 500 12th Street Ste 110
Los Angeles, CA 90084-4782
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 issue Notice to Proceed with construction

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

Paragraphs 1.13 and 1.14 are hereby added therefore:

"1.13. In separate correspondence dated September 19, 2014, the Government issued Notice to Proceed for Tenant Improvements in the amount of $441,438.00 and hereby orders the balance of $441,438.00.

"1.14. Upon completion, inspection, and acceptance of space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $441,438.00, upon receipt of an original invoice.

Invoices must be submitted electronically to the following address:
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

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

IN WITNESS WHEREOF, the parties hereto have set forth their names as of the above date.

JAMES F. ELLIS
Managing Member

Joel Gomez
Contracting Officer

United States GSA Administration, Public Buildings Service.

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 be provided to the Contracting Officer at the following address:

General Services Administration
ATTN: Joel Gomez
50 United Nations Plaza, 2nd Floor
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 the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

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