GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE MAR 14 2011
	TO LEASE NO. GS-09B-02589	

ADDRESS OF PREMISES
The Warner Building, 21051 Warner Center Lane, Suite 200, Woodland Hills, CA 91367-6546

THIS AGREEMENT, made and entered into this date by and between **Carr NP Properties, LLC**

whose address is 790 East Colorado Blvd., Suite 800
Pasadena, CA 91101-5440

Herein after 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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date of this Supplemental Agreement 1, as follows: Paragraphs 9, 10, 13 and 24 will be fully deleted in their entirety and replaced with the same numbered paragraph as stated below.

This Supplemental Lease Agreement (SLA) No. 1 shall serve to establish beneficial occupancy at the above referenced property, establish full service rental rate, adjust operating costs and adjust the commission and commission credit.

1. Upon completion and inspection of the space, the Government has accepted the tenant improvements as of December 10, 2010; therefore Paragraph 9 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

"9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on December 10, 2010 through December 9, 2020, subject to termination rights as may be hereinafter set forth"

2. Paragraph 10 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

"10. The Government shall pay the Lessor annual rent of $207,727.89 at the rate of $17,310.66 per month in arrears for years 1-5, and annual rent of $194,959.10 at the rate of $16,246.59 per month in arrears for years 6-10. The total Tenant improvement amount of $308,210.09 which will be amortized during the firm term of the lease."

Annual Rent components, subject to escalation and adjustment, are as follows:

	Annual Rent (yrs 1-5)	Monthly Rent (yrs 1-5)	Annual Rent (yrs 6-10)	Monthly Rent(yrs 6-10)
Shell Rental Rate	$88,105.21	$7,342.10	$150,329.09	$12,527.42
TI Rental Rate	$74,992.67	$6,249.39	-----	-----
Operating Cost Rate*	$44,630.01	$3,719.17	$44,630.01	$3,719.17
Full Service Rent**	**$207,727.89**	**$17,310.66**	**$194,959.10**	**$16,246.59**

*Includes daytime cleaning and all service and maintenance of equipment to be installed by Lessor. But does not include annual operating cost escalations per SFO
**See Sheet 2, Paragraph 23 of this Standard Form 2 for the "Commission Rent Credit" per SFO Paragraph 2.3B

Rent for a lesser period shall be prorated. Rent checks shall be payable to:
Carr NP Properties, LLC
Department 31020
PO Box 642907
Pittsburgh, PA 15264-2907

Initials: JCC & RAS
Lessor Gov't

3. Paragraph 13 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

13. Operating Cost: Pursuant to SFO Paragraph 4.3, "Operating Costs" , the base rate for purposes of operating cost escalation is established at $44,630.01 per annum.

4. Paragraph 24 of the Standard Form 2 is hereby deleted in its entirety and replaced with the following:

24. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] (b)(4) 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 lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] (b)(4) 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 SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, 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 $17,310.66 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's rent.

Second Month's Rental Payment $17,310.66 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's rent.

Third Month's Rental Payment $17,310.66 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's rent.

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 Carr NP Properties, LLC

BY _____ (*Signature*)

Frank Campbell
Market Managing Director
(*Title*)

IN PRESENCE OF _____ (*Signature*)

6200 Centre Dr. Los Angeles, CA
(*Address*)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____ **Rick Scott** (*Signature*)

Lease Contracting Officer
(*Official Title*)