

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 8 TO LEASE NO. GS-09B-03041 DATE 6/24/14 PAGE 1 of 2

ADDRESS OF PREMISES
330 North Brand Blvd., Glendale, CA 91203-1110

THIS AGREEMENT, made and entered into this date by and between 330 NORTH BRAND, INC.

whose address is 100 WILSHIRE BLVD., SUITE 700
SANTA MONICA, CA 90401-1110

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 execution of the Government, as follows:

Supplemental Lease Agreement (SLA) No. 8 is issued to increase the annual rent due to acceptance of tenant improvements, buy down a portion of the tenant improvements and to correct the Broker Commission and Commission Credit paragraph

Accordingly, Section 1.03, paragraph A and 1.04 are deleted in their entirety and the following substituted therefore:

1.03. RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | <u>Firm Term</u> July 26, 2013 through December 25, 2013 | <u>Firm Term</u> December 26, 2013 through May 25, 2014 | <u>Firm Term</u> May 26, 2014 through July 25, 2018 | <u>Non Firm Term</u> July 26, 2018 through July 25, 2023 |
|---------------------------------------|---|--|--|---|
| Shell Rent | \$0 | \$100,377.20 | \$100,377.20 | \$127,101.00 |
| Tenant Improvements Rent ¹ | \$0 | \$0 | \$66,456.72 ² | \$0 |
| Operating Costs | \$49,145.72 | \$49,145.72 | \$49,145.72 | \$49,145.72 |
| Building Specific Security | \$0 | \$0 | \$0 | \$0 |
| Total Annual Rent | \$49,145.72 | \$149,522.92 | \$215,979.64 | \$176,246.72 |

¹The total TI cost of \$244,465.39 will be amortized into the rent at 6% interest beginning on May 26, 2014 through July 25, 2018.

²Amount may be rounded.

CONTINUED ON SHEET 2

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

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

330 NORTH BRAND, INC.

 NAME OF SIGNER Vice President

ADDRESS 100 Wilshire # 700 Santa Monica, CA 90401

 NAME OF SIGNER Carolyn Higgins

ADDRESS 100 Wilshire Blvd., Suite 700, Santa Monica, CA 90401

UNITED STATES OF AMERICA

 NAME OF SIGNER Linda Luong
 OFFICIAL TITLE OF SIGNER Lease Contracting officer

SHEET NO. 2 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 8 TO LEASE NUMBER GS-09B-03041

I. Pursuant to Paragraph 1.08, the Government has elected to buy down the tenant improvement amount described in Supplemental Lease Agreement 1. Therefore, the tenant improvement total of \$270,549.62 will be reduced to \$244,465.39. The difference of \$26,084.23 will be reimbursed to the Lessor via a lump sum payment upon receipt of government approved invoice.

| | |
|---|--------------------|
| Tenant Improvement Allowance: | \$270,549.62 |
| <u>Tenant Improvement Buy down:</u> | <u>\$26,084.23</u> |
| Total Tenant Improvement to be Amortized: | \$244,465.39 |

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
Post Office 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: Veronica Gonzalez
300 North Los Angeles Street, Suite 4100
Los Angeles, CA 90012

A proper invoice must include the following:

- Invoice date
- Name of Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN#

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

II. The Lessor hereby waives restoration as a result of all improvements. Unless the Government has removed such items from the premises, the Lessor shall repair and maintain such items provided by the Lessor in accordance with this Lease Agreement GS-09B-03041. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. **DTZ Americas, Inc. (formerly UGL Services Equis Operations)** ("Broker") is the authorized real estate Broker representing GSA in connection with this lease transaction. The total amount of the Commission has been changed to [REDACTED] as a result of the reduction in the TI allowance, and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **DTZ Americas, Inc. (formerly UGL Services Equis Operations)** with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payment due and owing under this lease shall be reduced to recapture fully 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:

As a result of the change to commission the new amounts shall be:

Month 6 Rental Payment \$12,460.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

Month 7 Rental Payment \$12,460.24 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.

LESSOR:  GOVERNMENT: 