

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <b>2</b>	TO LEASE NO. <b>GS-09B-02528</b>	DATE <i>June 8, 2012</i>	PAGE 1 of 3
--	-------------------------------------	-----------------------------	----------------

ADDRESS OF PREMISES: Valley Gateway Building, 14500 Roscoe Blvd, Panorama City, CA 91402

**THIS AGREEMENT**, made and entered into this date by and between **ROSCOE INVESTMENT, LLC**

whose address is: 801 S. Chevy Chase Drive, #20, Glendale, CA 91205

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, final inspection was performed on May 21, 2012 and the space was accepted as substantially complete;

**WHEREAS**, the parties hereto desire to amend the above Lease to establish Beneficial Occupancy as of **May 21, 2012**, commence rental payments, establish final TI cost, amortize TI cost, adjust commission and commission credit, and identify remaining TI items to be completed.

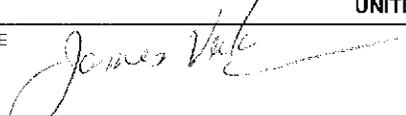
**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

**Paragraphs 4, 9, 10, 17 and 24 of the lease are deleted and the following substituted therefore.**

"4. The Government may terminate this lease in whole or in part effective May 21, 2022, by giving at least ninety (90) days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the date of mailing."

"9. TO HAVE AND TO HOLD the said Premises with their appurtenances for the fifteen year term beginning on May 21, 2012 through May 20, 2027, subject to termination rights set forth above."

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

<b>LESSOR</b>	
SIGNATURE 	NAME OF SIGNER <b>ROSCOE Investments LLC.</b> <i>Sean Hashem - managing member</i>
ADDRESS <b>801 S. CHEVY CHASE DRIVE SUITE 20 GLENDALE, CA. 91205</b>	
<b>IN PRESENCE OF</b>	
SIGNATURE 	NAME OF SIGNER <b>PAUL BASIE</b>
ADDRESS <b>801 S. CHEVY CHASE DRIVE SUITE 20 GLENDALE, CA 91205</b>	
<b>UNITED STATES OF AMERICA</b>	
SIGNATURE 	NAME OF SIGNER <b>James Volk</b> OFFICIAL TITLE OF SIGNER <b>Lease Contracting Officer</b>

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is not usable

**GSA FORM 276 (REV. 8/2006)**

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 TO LEASE #GS-09B-02528**

"10. The Government shall pay the Lessor annual rent as follows:

From months 1 through 8, free shell rent and operating expenses. Amortized tenant improvement cost to be applied during months 9 through 120.

For months 9 through 120, annual rent of \$671,133.79 at the rate of \$55,927.82 per month in arrears calculated as follows:

Rent Breakdown Mo.s 9-120	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$ 22.20000	\$ 432,855.60	\$ 36,071.30
Operating Cost*	\$ 5.49000	\$ 107,044.02	\$ 8,920.34
Amortization of TI	\$ 6.730648	\$ 131,234.17	\$ 10,936.18
Full Service Rent	\$ 34.420648	\$ 671,133.79	\$ 55,927.82

\*Subject to annual CPI adjustment.

For months 121 through 180, annual rent of \$665,076.78 at the rate of \$55,423.07 per month in arrears calculated as follows:

Rent Breakdown Mo.s 121-180	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$ 28.62	\$ 558,032.76	\$ 46,502.73
Operating Cost*	\$ 5.49	\$ 107,044.02	\$ 8,920.34
Amortization of TI	\$ 0.00	\$ 0.00	\$ 0.00
Full Service Rent	\$ 34.11	\$ 665,076.78	\$ 55,423.07

\*Subject to annual CPI adjustment.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**Roscoe Investment, LLC  
801 S. Chevy Chase Drive, #20  
Glendale, CA 91205**

**"17. TENANT IMPROVEMENT ALLOWANCE:**

Tenant improvements were inspected and determined to be substantially complete on May 21, 2012. The final Tenant Improvement Allowance has been established to be \$878,974.50 and will be amortized over months 9 through 120 of the firm-term at an annual interest rate (amortization rate) of 7.50%. Pursuant to Paragraph 4 of this Lease, the Government shall not be required to make any additional TI payments after May 20, 2022."

Initials:

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Government

**SHEET NO. 2 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 TO LEASE #GS-09B-02528**

**"24. COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a total lease commission of [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, 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] and commission paid to Broker 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 10 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 ninth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Ninth Month's Rental Payment \$55,927.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Ninth Month's Rent

Tenth Month's Rental Payment Payment \$55,927.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Tenth Month's Rent."

**Paragraphs 28 and 29 are hereby added.**

"27. By July 31, 2012, Lessor shall install push-assist doors at the entrance of the claimant lobby on the second floor. Cost of materials and labor to install the push-assist doors is \$ 22,842.08."

"28. Subject to City approval of the permit for larger monument signs, by August 31, 2012, Lessor shall provide exterior signage on the monument signs on Roscoe Blvd and Van Nuys Blvd. In the TI cost estimate, cost for exterior signage (materials, labor, permit, and GC fee) was [REDACTED]. The Government share of the cost to submit a signage application on 10-26-2011 was [REDACTED] applied toward the exterior signage cost leaves a balance of [REDACTED]. The lump sum payment in lease Paragraph 26 of [REDACTED] is reduced by [REDACTED] to [REDACTED]. Upon completion and acceptance of [REDACTED] signage on the monument sign, the Lessor will provide cost of the signage showing materials, labor, permit, and GC fee to the Lease Contracting Officer for review and approval. Following approval, the Lessor may submit an invoice for reimbursement as stated in lease Paragraph 28."

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

Initials:

[Signature] \_\_\_\_\_  
Lessor

[Signature] \_\_\_\_\_  
Government