

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 1	DATE: 8/25/11
	TO LEASE NO. GS-09B-02648	

ADDRESS OF PREMISES 222 S. Harbor Blvd., 5th Floor, Anaheim, CA 92805-3700

THIS AGREEMENT, made and entered into this date by and between **ARDEN REALTY LIMITED PARTNERSHIP**

whose address is 11601 Wilshire Blvd., #400
Los Angeles, CA 90025-0509

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 by the Government, as follows: To establish beneficial occupancy of the premises on May 18, 2011, to establish the term of the lease, to establish the annual rent, to establish the tenant improvement allowance to be amortized into the rental *consideration*, and to establish the commission credit.

Paragraphs 9, 10, 17 and 25 of the Lease are deleted in their entirety and replaced with the following:

9. **TO HAVE AND TO HOLD** the said Premises with their appurtenances for the term beginning on May 18, 2011 and continuing through May 17, 2021 subject to termination and renewal rights as may be hereinafter set forth."

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

Rent Breakdown (Months 1 – 5)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$0.00	\$0.00	\$0.00
Operating Cost	\$0.00	\$0.00	\$0.00
Amortization of TI	\$7.03	\$14,664.05	\$1,222.00
Building Specific Security	\$0.19	\$402.28	\$33.52
Full Service Rent	\$7.23	\$15,066.33	\$1,255.53

Rent Breakdown (Months 6 – 84)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$20.00	\$41,700.00	\$3,475.00
Operating Cost	\$7.47	\$15,574.95	\$1,297.91
Amortization of TI	\$7.03	\$14,664.05	\$1,222.00
Building Specific Security	\$0.19	\$402.28	\$33.52
Full Service Rent	\$34.70	\$72,341.28	\$6,028.44

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LESSOR: Arden Realty Limited Partnership BY <u>[Signature]</u> 8.17.11 (Signature)	Joaquin de Monet <i>President & CEO</i> (Title) 11601 WILSHIRE BLVD. FOURTH FLOOR LOS ANGELES, CA 90025 (Address)
IN PRESENCE OF (witnessed by): <u>[Signature]</u> (Signature)	
UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature)	BRENDA DANG CONTRACTING OFFICER GSA, PBS, RED

10. RENT: (continued)

Rent Breakdown (Months 85 – 120)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$20.00	\$41,700.00	\$3,475.00
Operating Cost	\$7.47	\$15,574.95	\$1,297.91
Amortization of TI	\$0.00	\$0.00	\$0.00
Building Specific Security	\$0.00	\$0.00	\$0.00
Full Service Rent	\$27.47	\$57,274.95	\$4,772.91

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

Arden Realty Limited Partnership
 11601 Wilshire Blvd #400
 Los Angeles, CA 90025-0509

17. **TENANT IMPROVEMENT ALLOWANCE:**

The total tenant improvement amount to be paid by the Government is \$78,402.88, which is less than the maximum tenant improvement allowance (\$79,764.75) permitted by the SFO for amortization into the lease rental payments. Therefore, the total cost of the Tenant Improvements totaling \$78,402.88 is amortized over the firm term of the lease (84 months) at an interest rate of 8.00% per year and is reflected in Paragraph 10 of this Supplemental Lease Agreement (SLA) Number 1.

25. **COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] 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 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]. 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Sixth's Month's Rental Payment \$6,028.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth's Month's Rent

Seventh's Month's Rental Payment \$6,028.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent."

BJ
 Gov't Initials

[Signature]
 Lessor Initials