

1 JASON P. SACCUZZO (Bar No. 221837)
2 (jsaccuzzo@vivolilaw.com)
3 VIVOLI SACCUZZO, LLP
4 3104 Fourth Avenue
5 San Diego, California 92103
6 (619) 744-9992 (Tel)
7 (619) 744-9994 (Fax)

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/10/2026 12:40 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

8 Attorneys for Plaintiffs,
9 CAROLWOOD 707 I, LLC and CAROLWOOD 707 II, LLC

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF LOS ANGELES

12 CAROLWOOD 707 I, LLC, a California limited liability company; and CAROLWOOD 707 II, LLC, a California limited liability company,) Case No.: 26STCV11606
13)
14) **COMPLAINT FOR BREACH OF LEASE**
15)
16)
17) Plaintiff,
18)
19) vs.
20)
21)
22) MULTACOM CORPORATION, a California corporation; and DOES 1 through 20, inclusive,)
23)
24)
25) Defendants.
26)
27)
28)

Plaintiffs CAROLWOOD 707 I, LLC and CAROLWOOD 707 II, LLC (collectively, "Plaintiffs") allege as follows:

PARTIES AND VENUE

1. Plaintiffs are California limited liability companies authorized to do business in California. Plaintiffs are the owners, as tenants in common, of the real property located at 707 Wilshire Boulevard, Los Angeles, California 90017-3501 (the "Property"), a 62-story, Class A, high-rise office building commonly known as the Aon Center, located in downtown Los Angeles.
2. Defendant MULTACOM CORPORATION ("Tenant") is a California corporation and, at all relevant times, leased space at the Property pursuant to a written lease agreement.
3. Plaintiffs are ignorant of the true names and capacities of defendants sued as DOES 1 through 20 and will amend this Complaint when their identities are ascertained.

1 Plaintiffs are informed and believe that each of the DOE defendants is responsible in some
2 manner for the events and damages alleged herein.

3 4. Plaintiffs are ignorant of the true names and capacities of defendants sued herein
4 as Does 1 through 20, and therefore sues these defendants by such fictitious names. Plaintiffs
5 will amend this complaint to allege the Doe defendants' true names and capacities when
6 ascertained. Plaintiffs are informed and believe and based thereon allege that each of the Doe
7 defendants was responsible in some manner for the acts and/or omissions herein alleged, and that
8 Plaintiffs' damages were proximately caused by the acts and omissions of these Does. Tenant,
9 Guarantor, and Does 1 through 20 are sometimes referred to collectively as "Defendants."

10 5. The acts and omissions sued upon herein occurred within the County of Los
11 Angeles, California and each defendant has actively and regularly engaged in business within the
12 County of Los Angeles and has sought and enjoyed the benefits and protections of the laws of
13 the County of Los Angeles such that the assertion of jurisdiction by this court over them does not
14 offend traditional notions of fairness and substantial justice. Moreover, the lease agreement at
15 issue in this action was for the rental of real property in Los Angeles County. Venue is therefore
16 appropriate in this Court, which has jurisdiction over all of the Defendants for the acts and
17 omissions herein alleged. The amount in controversy in this action well exceeds the
18 jurisdictional minimum of this court, and thus this case is properly before this Court.

19 FACTUAL BACKGROUND

20 6. On April 10, 2006, Tenant and Plaintiffs' predecessor-in-interest, Broadway 707
21 Wilshire Fee LLC, entered into a written Office Lease (the "Lease") for Suites 400 and 490 on
22 the fourth (4th) floor of the Building, comprising approximately 3,566 rentable square feet of
23 office space, with a Lease Term of one hundred twenty-four (124) months, commencing April
24 20, 2006 and expiring August 19, 2016. A true and correct copy of the Lease is attached hereto
25 as **Exhibit "A"** and incorporated herein by this reference.

26 7. The Lease required Tenant to pay escalating monthly Base Rent beginning at
27 \$7,429.17 and increasing to \$9,212.17, as well as Additional Rent consisting of Tenant's Pro
28 Rata Share (0.328%) of Basic Costs and Taxes, above the Base Year of 2006, on a triple-net

1 basis. Tenant was also responsible for electrical consumption as measured by a submeter and for
2 supplementary HVAC charges including chilled water and access to the Building's back-up
3 generator.

4 8. On March 10, 2014, Tenant and 707 Wilshire Fee LLC entered into a First
5 Amendment to the Lease (the "First Amendment"), which added 6,375 rentable square feet of
6 additional space, Suites 428 and 458, also on the 4th floor (the "Expansion Premises"), and
7 extended the term of the Lease for all premises through December 31, 2033. A true and correct
8 copy of the First Amendment is attached hereto as **Exhibit "B"** and incorporated herein by this
9 reference.

10 9. Under the First Amendment, Tenant's Rentable Area increased to 9,802 RSF.
11 Monthly Base Rent under the First Amendment was set according to detailed rent schedules for
12 both the Existing Premises and Expansion Premises. For example, beginning January 1, 2025,
13 Base Rent for the Existing Premises was \$7,710.75 and for the Expansion Premises was
14 \$14,343.95, increasing annually through 2033.

15 10. The First Amendment also eliminated the Base Year provision and converted the
16 Lease into a full triple-net lease for both the Existing and Expansion Premises, obligating Tenant
17 to pay 100% of its Pro Rata Share (0.30871% for the Existing Premises and 0.57428% for the
18 Expansion Premises) of all Basic Costs and Taxes without limitation.

19 11. The Lease, as amended, required Tenant to pay for all electricity (as metered),
20 chilled water (at \$0.40 per ton/hour or as adjusted), and generator access fees (\$1.20/kW/month
21 for 550-600 kW), in addition to Base Rent and Common Area Maintenance charges.

22 12. On or about December 29, 2023, Plaintiffs acquired the Property as tenants in
23 common from 707 Wilshire Fee LLC, and are the successors-in-interest to the Lease and all of
24 the rights and obligations of the original landlord thereunder.

25 13. Tenant subsequently defaulted on the Lease by failing to pay rent. Tenant
26 thereafter paid rent to Plaintiffs after Plaintiffs were forced to file suit in the action entitled
27 *Carolwood 707 1, LLC et al. v. Multacom Corporation*, Los Angeles Superior Court case
28 number 25STCV11338.

1 **SECOND CAUSE OF ACTION**

2 **DECLARATORY RELIEF**

3 **(By Plaintiffs Against Tenant and Does 1-20)**

4 20. Plaintiff re-alleges and incorporates herein by this reference each of the
5 allegations of paragraphs 1 through 19, above.

6 21. Pursuant to California Code of Civil Procedure section 1060, Plaintiffs bring this
7 cause of action for declaratory relief to resolve an actual controversy concerning the legal rights
8 and duties of the respective parties under the Lease.

9 22. The Lease governs the ongoing landlord-tenant relationship between Plaintiffs, as
10 owners and landlords of the Property, and Tenant, which occupies portions of the fourth floor of
11 the Building pursuant to a lease term extending through December 31, 2033.

12 23. The Lease sets forth the parties' respective rights and obligations, including,
13 without limitation, provisions governing: (i) the payment of Base Rent and Additional Rent; (ii)
14 Tenant's obligation to pay for electricity, utilities, and other services; (iii) Landlord's obligation
15 to provide certain base building services; (iv) Tenant's use of electrical services and high-load
16 equipment; and (v) the allocation of costs associated with excess usage, supplemental systems,
17 and building services.

18 24. An actual controversy has arisen and now exists between Plaintiffs and
19 Defendants concerning the interpretation and application of the Lease, including but not limited
20 to disputes regarding electrical services, building services, and Tenant's ongoing obligations
21 under the Lease. Disputes have arisen concerning the following issues, among others:

22 25. Under Section 6 of the Lease, Landlord is required to provide certain base
23 building services, including limited electrical capacity, access to chilled water, and other
24 standard services, subject to the terms and limitations set forth therein.

25 26. Plaintiffs contend that their obligations are limited to providing the baseline
26 services expressly set forth in the Lease, and that such obligations are subject to express
27 limitations, including availability, building capacity, and factors beyond Landlord's control.

28 ////

1 27. Plaintiffs further contend that the Lease does not require Landlord to provide
2 unlimited electrical capacity, uninterrupted services, or services sufficient to meet Tenant's
3 particular operational demands, including high-density server or data-related uses.

4 28. The Lease expressly contemplates that Tenant will operate equipment requiring
5 substantial electrical usage, but provides that Tenant's use of electricity is limited to specified
6 capacities and subject to availability.

7 29. The Lease further provides that Tenant is responsible, at its sole cost and expense,
8 for any additional electrical capacity, infrastructure, or equipment required to support its
9 operations, including transformers, feeders, conduits, and related systems.

10 30. Plaintiffs contend that Tenant has demanded electrical services, capacity, and
11 reliability beyond that required under the Lease, and has attempted to shift responsibility for such
12 demands onto Plaintiffs in contravention of the Lease terms.

13 31. Plaintiffs further contend that any additional electrical usage, supplemental
14 systems, or increased load attributable to Tenant's operations must be borne exclusively by
15 Tenant, including all associated installation, maintenance, and operational costs.

16 32. The Lease requires Tenant to pay, as Additional Rent, the full cost of electricity
17 consumed within the Premises, as measured by submeter, as well as any associated
18 administrative costs.

19 33. The Lease further provides that Tenant must pay for additional services, including
20 supplemental HVAC, chilled water usage, and any above-standard services requested or required
21 due to Tenant's operations.

22 34. Plaintiffs contend that Tenant has failed and/or refused to pay for such services as
23 required under the Lease, and has improperly disputed its obligations to do so.

24 35. The Lease expressly limits Landlord's liability for any interruption, reduction, or
25 failure of services, including electrical services, due to causes beyond Landlord's control or
26 otherwise permitted under the Lease.

27 36. Plaintiffs contend that any alleged interruptions or deficiencies in services do not
28 constitute a breach of the Lease and do not excuse Tenant's obligation to pay Rent or otherwise

1 perform under the Lease.

2 37. Plaintiffs contend that the Lease remains in full force and effect, that Plaintiffs
3 have not terminated the Lease, and that Tenant has no right to terminate the Lease or to withhold
4 Rent based on the disputes alleged.

5 38. Plaintiffs further contend that Tenant remains obligated to pay all Rent and
6 Additional Rent as they become due, including amounts relating to utilities, electrical usage, and
7 services, without offset or deduction.

8 39. Plaintiffs are informed and believe, and on that basis allege, that Defendants
9 dispute Plaintiffs' interpretation of the Lease and contend, among other things, that:

- 10 (a) Plaintiffs have failed to provide required electrical or building services;
- 11 (b) Tenant is not responsible for certain electrical or service-related costs;
- 12 (c) Tenant is entitled to withhold Rent or seek offsets based on alleged service
13 deficiencies; and/or
- 14 (d) Tenant's obligations under the Lease have been excused, reduced, or
15 terminated.

16 40. A judicial determination of the parties' respective rights and obligations under the
17 Lease is necessary and appropriate at this time in order to resolve these disputes, and any others
18 under the Lease, and to avoid the risk of continuing and future litigation given the long
19 remaining term of the Lease through December 31, 2033.

20 41. Plaintiffs seek a judicial declaration of the parties' rights and obligations under
21 the Lease, including, without limitation, the following determinations:

- 22 (a) That Plaintiffs have fully performed their obligations under the Lease with
23 respect to providing building services, including electrical services;
- 24 (b) That Plaintiffs' obligations are limited to the services expressly set forth in
25 the Lease and do not include providing unlimited or tenant-specific
26 electrical capacity or performance;
- 27 (c) That Tenant is solely responsible for all costs associated with excess
28 electrical usage, supplemental systems, and infrastructure required for its

- 1 operations;
- 2 (d) That Tenant is required to pay for all electricity, utilities, and additional
- 3 services as Additional Rent in accordance with the Lease;
- 4 (e) That any alleged interruptions or limitations in services do not constitute a
- 5 breach of the Lease and do not excuse Tenant's performance;
- 6 (f) That Tenant is not entitled to any rent abatement, offset, or reduction
- 7 based on the disputes alleged;
- 8 (g) That the Lease remains in full force and effect and Tenant has no right to
- 9 terminate the Lease;
- 10 (h) That Tenant remains obligated to pay all Rent and Additional Rent as they
- 11 become due under the Lease; and
- 12 (i) That the Court resolve any ambiguities in the Lease concerning services,
- 13 electrical usage, and cost allocation in favor of enforcing the express terms
- 14 of the Lease.

15 42. Plaintiffs request such further relief as the Court deems just and proper.

16 **WHEREFORE**, based on the foregoing, Plaintiffs prays this Court enter judgment
17 against Defendant as follows:

18 (1) For damages for accrued but unpaid Base Rent, Additional Rent, and all other
19 charges due under the Lease in an amount not less than \$401,128.25 as of April 1, 2026, or
20 according to proof;

21 (2) For an order and judgment that the Lease remains in full force and effect, and that
22 Tenant is not relieved of its obligations thereunder;

23 (3) For recovery of all Base Rent, Additional Rent, and all other sums due under the
24 Lease as they become due and payable for the remainder of the Lease term through December
25 31, 2033, including, without limitation, amounts relating to utilities, electrical usage, common
26 area maintenance charges, taxes, and other charges, all in accordance with the terms of the Lease
27 and applicable law;

28 ////

- 1 (4) For a declaration that Tenant is obligated to pay all such amounts without offset,
2 deduction, or abatement;
3 (5) For pre-judgment and post-judgment interest as permitted by law;
4 (6) For reasonable attorneys' fees and costs incurred herein pursuant to the Lease and
5 First Amendment; and
6 (7) For such other and further relief as the Court deems just and proper.
7

8 Dated: April 10, 2026

VIVOLI SACCUZZO, LLP

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: /s/ Jason P. Saccuzzo
JASON P. SACCUZZO
Attorneys for Plaintiffs,
CAROLWOOD 707 I, LLC and
CAROLWOOD 707 II, LLC

OFFICE LEASE

BETWEEN

BROADWAY 707 WILSHIRE FEE LLC, AS LANDLORD

AND

MULTACOM CORPORATION, AS TENANT

**Aon Center
707 Wilshire Boulevard, Suites 400 and 490
Los Angeles, California 90017**



TABLE OF CONTENTS

	<u>Page</u>
1. Definitions.....	1
2. Lease Grant/Possession.....	4
3. Use.....	5
4. Rent.....	5
5. Security Deposit.....	6
6. Services to be Furnished by Landlord.....	6
7. Leasehold Improvements; Tenant's Property.....	10
8. Signage.....	11
9. Maintenance, Repairs and Alterations.....	11
10. Use of Electrical Services by Tenant.....	12
11. Assignment and Subletting.....	12
12. Mechanic's Liens.....	14
13. Insurance.....	14
14. Indemnity.....	16
15. Damages from Certain Causes.....	16
16. Casualty Damage.....	16
17. Condemnation.....	17
18. Events of Default.....	17
19. Landlord Remedies.....	18
20. No Waiver.....	21
21. Peaceful Enjoyment.....	21
22. Substitution.....	21
23. Holding Over.....	21
24. Subordination to Mortgage; Estoppel Certificate.....	21
25. Notice.....	23
26. Surrender of Premises.....	23
27. Rights Reserved to Landlord.....	23
28. Miscellaneous.....	24
29. No Offer.....	25
30. Entire Agreement.....	25

	<u>Page</u>
31. Limitation of Liability	25
32. Landlord's Renovations	25
33. Parking	26

EXHIBIT A-OUTLINE AND LOCATION OF PREMISES

EXHIBIT B-RULES AND REGULATION

EXHIBIT C-PAYMENT OF BASIC COSTS

EXHIBIT D-WORK LETTER

EXHIBIT E-INTENTIONALLY OMITTED

EXHIBIT F-COMMENCEMENT LETTER

EXHIBIT G-INTENTIONALLY OMITTED

EXHIBIT H-PARKING

EXHIBIT I – RIDER CONCERNING TENANT'S CUSTOMERS' ACCESS TO PREMISES

EXHIBIT J – DESCRIPTION OF BATTERIES

RIDER NO. 1 – EXTENSION OPTION RIDER

RIDER NO. 2 – FAIR MARKET RENTAL RATE RIDER

RIDER NO. 3 – RIGHT OF FIRST OFFER RIDER

RIDER NO. 4 – OPTIONS IN GENERAL

OFFICE LEASE

This Office Lease (the "Lease") dated for reference purposes only as of the 10th day of April, 2006, is made and entered into between BROADWAY 707 WILSHIRE FEE LLC, a Delaware limited liability company ("Landlord"), and MULTACOM CORPORATION, a California corporation ("Tenant").

WITNESSETH:

1. **Definitions.** The following are definitions of some of the defined terms used in this Lease. The definitions of other defined terms are found throughout this Lease.

A. **"Base Rent":** Base Rent shall be paid according to the following schedule, subject to the provisions of Section 4 hereof.

PERIOD	ANNUAL BASE RENT	MONTHLY INSTALLMENTS OF BASE RENT
4/20/06 – 4/19/08	\$89,150.00	\$7,429.17
4/20/08 – 4/19/10	\$94,499.00	\$7,874.92
4/20/10 – 4/19/12	\$99,848.00	\$8,320.67
4/20/12 – 4/19/14	\$105,197.00	\$8,766.42
4/20/14 – 8/19/16	\$110,546.00	\$9,212.17

The Base Rent due for the first month for which Base Rent is due under this Lease shall be paid by Tenant to Landlord contemporaneously with Tenant's execution hereof. Base Rent for the first four (4) months of the initial Lease Term shall be abated in accordance with Section 4D below.

B. **"Boma Standard"** shall mean the Standard Method for Measuring Floor Area in Office Buildings, (American National Standards Industry, Inc.) ANSI/BOMA Z65.1 – 1996.

C. **"Additional Rent"** shall mean the sum of (i) the amount that Tenant's Pro Rata Share of Basic Costs (hereinafter defined) for the applicable calendar year exceeds Tenant's Pro Rata Share of Basic Costs for the Base Year, (ii) the amount that Tenant's Pro Rata Share of Taxes (hereinafter defined) for the applicable calendar year exceed Tenant's Pro Rata Share of Taxes for the Base Year, and (iii) and any other sums (exclusive of Base Rent) that are required to be paid to Landlord by Tenant hereunder, which sums are deemed to be Additional Rent under this Lease.

D. **"Base Year"** shall mean calendar year 2006.

E. **"Basic Costs"** is defined in Exhibit C attached hereto.

F. **"Building"** shall mean the office building at 707 Wilshire Boulevard, Los Angeles, California, currently known as Aon Center.

G. **"Broker"** shall mean CB Richard Ellis, representing Landlord, and Grubb & Ellis, representing Tenant.

H. **"Business Day(s)"** shall mean Mondays through Fridays exclusive of the normal business holidays, i.e., New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Holidays"). Landlord, from time to time during the Lease Term, shall have the right to designate additional Holidays, provided such additional Holidays are commonly recognized by other comparable office buildings in Downtown Los Angeles.

I. **"Common Areas"** shall mean those areas located within the Building or on the Property used for corridors, elevator foyers, mail rooms, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages including the Building Parking Area and Adjacent Parking Structure described in Section 4 below and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.

J. **"Guarantor(s)"** shall mean: None.

K. **"Interest Rate"** shall mean the lower of (i) the Prime Rate plus four percent (4%) per annum, or (ii) the highest rate of interest from time-to-time permitted under applicable federal and state law. The "Prime Rate" shall mean the per annum interest rate announced by and quoted in the Wall Street Journal from time to time as the prime or base rate.

L. **"Lease Term"** shall mean a period of one hundred twenty-four (124) months commencing on April 20, 2006 (the "Commencement Date") and, unless sooner terminated as provided herein, ending on August 19, 2016 (the "Expiration Date").

M. **"Normal Business Hours"** for the Building shall mean 8:00 a.m. to 6:00 p.m. Mondays through Fridays, and 9:00 a.m. to 1:00 p.m. on Saturdays, exclusive of holidays.

N. **"Notice Addresses"** shall mean the following addresses for Tenant and Landlord, respectively:

Tenant prior to the Commencement Date:

16654 Soledad Canyon Road, #150
Canyon Country, California 91387

Tenant from and after the Commencement Date Tenant:

707 Wilshire Boulevard, Suite 400
Los Angeles, California 90017
Attention: Mr. Kia Jahangiri

Landlord:

Broadway 707 Wilshire Fee LLC
c/o Broadway Real Estate Partners
375 Park Avenue, Suite 2107
New York, NY 10152
Attn: General Counsel

with a copy to:

Broadway 707 Wilshire Fee LLC
c/o Broadway Real Estate Partners
707 Wilshire Boulevard, Suite 4840
Los Angeles, California 90017

Attn: Building Manager

Payments of Rent only shall be made payable to the order of:

BROADWAY 707 WILSHIRE FEE, LLC
Box 601734
Charlotte, North Carolina 28260-1734

or such other name and address as Landlord shall, from time to time, designate, upon at least thirty (30) days prior notice to Tenant.

O. **"Permitted Use"** shall mean the use of the Premises for general office, co-location, dedicated servers, shared hosting, website development, maintenance, and operation, and networking purposes; the provision of other communications, computing, internet, intranet, networking, telecommunication, and data equipment and services, including the operation, storage, maintenance, servicing, and repairing of hardware and software related to the foregoing, all in a manner which is consistent with the character of a first-class office building, and no other use or purpose.

P. **"Premises"** shall mean the space located on the fourth (4th) floor of the Building known as Suites 400 and 490 and outlined on the Floor Plan attached hereto as Exhibit A to this Lease. Except as otherwise provided herein, Tenant's rights to the Premises do not include the right to the use of, or access to, the janitorial closet or the fan, electrical, and telephone rooms on the floor or floors containing the Premises (provided that Tenant shall be permitted to use the telephone room to terminate its telephone cable in the same, and thereafter Tenant shall have access thereto upon prior notice to Landlord and when accompanied by a representative of Landlord), and do not include the right to use, or access to, any ceilings or space above the ceilings on the floor or floors containing the Premises (provided that Tenant shall be allowed to use such space as necessary for providing utility services such as the installation of computer cable conduits, and thereafter Tenant shall have access to such space upon prior notice to Landlord and when accompanied by a representative of Landlord), nor do Tenant's rights to the Premises include the right to use, or access to, any floors or walls on the floor or floors containing the Premises (with the exception of the inner surfaces thereof and with the further exception of any walls which are constructed solely to partition space within the Premises). If the Premises include one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises.

Q. **"Property"** shall mean the Building, including the basement area and parking garage (**"Building Parking Area"**) located therein, the parking garage facility located at the northeast corner of Wilshire Boulevard and Hope Street (**"Adjacent Parking Structure"**), the underground passageway under Hope Street connecting the Building with the Adjacent Parking Structure, the outside plaza areas, land and other improvements surrounding the Building which are designated from time to time by Landlord as Common Areas appurtenant to or servicing the Building, and the land upon which any of the foregoing are situated. The Building Parking Area and the Adjacent Parking Structure, are herein sometimes collectively referred to as the **"Parking Areas."**

R. **"Rentable Area in the Premises"** shall mean 3,566 square feet as determined in accordance with the BOMA Standard.

S. **"Rentable Area in the Building"** shall mean 1,089,000 square feet as determined in accordance with the BOMA Standard.

T. **"Security Deposit"** shall mean the sum of Twenty-Four Thousand Five Hundred Sixteen and 26/100 Dollars (\$24,516.26). The Security Deposit shall be paid by Tenant to Landlord contemporaneously with Tenant's execution hereof. Notwithstanding the foregoing to the contrary, provided that (i) Tenant is not then in default of any monetary obligation or material non-monetary obligation under the terms of this Lease (or if Tenant would be in such default under this Lease but for the

passage of time or the giving of notice, or both), or (ii) Landlord has not given Tenant two (2) or more notices of default, whether or not such defaults are subsequently cured, during any twelve (12) consecutive month period of this Lease, the Security Deposit shall be reduced (a) at the commencement of the month which is thirteen (13) months after the Commencement Date by an amount equal to Seven Thousand Four Hundred Twenty-Nine and 17/100 Dollars (\$7,429.17), and (b) at the commencement of the month which is forty-nine (49) months after the Commencement Date by an amount equal to Seven Thousand Eight Hundred Seventy-Four and 92/100 Dollars (\$7,874.92), in which event the Security Deposit shall remain at Nine Thousand Two Hundred Twelve and 17/100 Dollars (\$9,212.17) throughout the remainder of the Lease Term and the Option Term, if applicable. Any such reductions shall be credited by Landlord against the next monthly installment of Base Rent and/or next monthly installment of Tenant's Pro Rata Share of Basic Costs and/or Taxes payable under the Lease.

U. "Taxes" is defined in Exhibit C attached hereto.

V. "Tenant's Pro Rata Share" shall mean 0.328%.

2. Lease Grant/Possession.

A. Subject to and upon the terms herein set forth, Landlord leases to Tenant and Tenant leases from Landlord the Premises (and any existing equipment located therein) on an "as is" basis (except as otherwise expressly set forth herein), together with the right, in common with others, to use the Common Areas. By taking possession of the Premises, Tenant is deemed to have accepted the Premises (and any existing equipment located therein) and agreed that the Premises and any such equipment is in good order and satisfactory condition, with no representation or warranty by Landlord as to the condition of the Premises, any such equipment, or the Building or suitability thereof for Tenant's use except to the extent expressly provided in this Lease.

B. Notwithstanding anything to the contrary contained in this Lease, if Landlord is unable to tender possession of any portion of the Premises on the date possession is to be delivered due to the holding over of another party, this Lease shall not be void or voidable or otherwise affected and Tenant shall have no claim for damages against Landlord. Landlord shall use reasonable efforts to regain possession of the Premises in order to deliver the same to Tenant. If the Commencement Date as set forth in Section 1L is a specified date, the Commencement Date shall be postponed until the date Landlord delivers possession of the Premises to Tenant, and the Expiration Date shall correspondingly be postponed on a per diem basis, and, upon the determination of the actual Commencement Date and the actual Expiration Date, Landlord and Tenant shall each execute and deliver a Commencement Letter in the form of Exhibit F attached hereto. Notwithstanding anything to the contrary contained in this Section 2B, if Landlord is unable to tender possession of the Premises to Tenant on or before the date (the "Outside Date") which is ten (10) business days after the date on which the last party to execute this Lease so executes this Lease, then Tenant shall have the right to terminate this Lease upon written notice delivered to Landlord within five (5) Business Days after the Outside Date.

C. Landlord hereby grants Tenant a non-exclusive, revocable license to enter and take possession of the Premises prior to the Commencement Date for the sole purpose of performing any improvements therein or installing furniture, equipment or other personal property of Tenant, which such possession shall be subject to all of the terms and conditions of the Lease, except that Tenant shall not be required to pay Base Rent only with respect to the period of time prior to the Commencement Date during which Tenant performs such work. Tenant shall, however, be liable for payment of all parking fees and the reasonable cost of any above standard services (e.g., excess electricity, after hours HVAC, and freight elevators) that are provided to Tenant during the period of Tenant's possession prior to the Commencement Date. Nothing herein shall be construed as granting Tenant the right to take possession of the Premises prior to the Commencement Date, whether for construction, fixturing or any other purpose, without the prior written consent of Landlord.

3. **Use.** The Premises shall be used for the Permitted Use and for no other purpose. Tenant agrees not to use or permit the use of the Premises for any purpose (a) which is illegal or dangerous, (b) which creates a nuisance or (c) which would increase the cost of insurance coverage with respect to the Building. Tenant will conduct its business and control its agents, servants, employees, customers, licensees, and invitees in such a manner as not to unreasonably interfere with or disturb other tenants or Landlord in the management of the Property. Tenant will maintain the Premises in a reasonably clean and healthful condition, and comply with all laws, ordinances, orders, rules and regulations of any governmental entity applicable to the use, condition, configuration or occupancy of the Premises including, without limitation, the provisions of Title III of the Americans With Disabilities Act of 1990 (as amended, the "ADA"). Tenant shall not, and shall not allow its employees, agents, contractors or invitees, to bring into the Building or the Premises any hazardous materials, except for (i) customary office and cleaning supplies, (ii) the batteries described on Exhibit J attached hereto, (iii) construction materials used to improve, alter, or repair the Premises and other equipment necessary for or related to any of the Permitted Use, provided that in all events Tenant uses, stores and disposes of the same in compliance with all applicable laws and any manufacturers' guidelines. Tenant, at its expense, will comply with the rules and regulations of the Building attached hereto as Exhibit B and such other reasonable rules and regulations adopted and altered by Landlord from time-to-time and will cause all of its agents, employees, invitees and visitors to do so. All such changes to rules and regulations will be reasonable and shall be sent by Landlord to Tenant in writing thirty (30) days prior to such rules taking effect. In the event of a conflict between the rules and regulations and the terms of this Lease, the terms of this Lease shall control. All rules and regulations shall be enforced in a non-discriminatory manner against all tenants of the Building.

4. **Rent.**

A. Tenant covenants to pay to Landlord during the Lease Term, without any setoff or deduction except as otherwise expressly provided herein, the full amount of all Base Rent and Additional Rent due hereunder and the full amount of all such other sums of money as shall become due under this Lease, all of which hereinafter may be collectively called "Rent." In addition, Tenant shall pay, as Additional Rent, all rent, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under this Lease. Such payments shall be paid concurrently with the payments of the Rent on which the tax is based. Base Rent and regularly scheduled installments of Additional Rent for each calendar year or portion thereof during the Lease Term, shall be due and payable in advance in monthly installments on the first day of each calendar month during the Lease Term, without demand. If the Lease Term commences on a day other than the first day of a month or terminates on a day other than the last day of a month, then the installments of Base Rent and Additional Rent for such month or months shall be prorated, based on the number of days in such month. All amounts received by Landlord from Tenant hereunder shall be applied first to the earliest accrued and unpaid Rent then outstanding. Tenant's covenant to pay Rent shall be independent of every other covenant set forth in this Lease.

B. To the extent allowed by law, all installments of Rent not paid when due shall bear interest at the Interest Rate from the date due until paid, provided, Tenant shall be entitled to a grace period of three (3) Business Days after written notice from Landlord with respect to the first two (2) late payments in any calendar year. In addition, if Tenant fails to pay any installment of Base Rent and Additional Rent or any other item of Rent when due and payable hereunder, a "Late Charge" equal to five percent (5%) of such unpaid amount will be due and payable immediately by Tenant to Landlord, provided, however, there shall be no late charge assessed for the first late payment in any twelve (12) month period during the Lease Term so long as such unpaid amount is paid within three (3) Business Days after written notice from Landlord to Tenant that such amount is due and owing.

C. Intentionally Omitted.

D. Notwithstanding anything herein which may be construed to the contrary, provided there is no Event of Default by Tenant existing under the Lease, the monthly installment of Base Rent specified in Section 1(A) above is hereby waived by Landlord ("Waived Rent") for the first four (4) months of the initial Term ("Waiver Period"). This waiver shall not affect Tenant's obligation to pay Additional Rent or any other charges payable by Tenant under the Lease. Notwithstanding the foregoing, in the event the Lease is terminated prior to the expiration of the Lease Term due to an Event of Default by Tenant, Tenant shall, in addition to any and all other amounts payable by Tenant pursuant to the Lease, repay the entire amount of Waived Rent to Landlord, together with interest at ten percent (10%) per annum, accruing from the Commencement Date through the date of repayment of such amount by Tenant.

5. **Security Deposit.** The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of Tenant's liability for damages in case of default by Tenant. Landlord shall not be required to keep the Security Deposit separate from its other accounts, shall have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit. Landlord may, from time-to-time, without prejudice to any other remedy and without waiving such default, use the Security Deposit to the extent necessary to cure or attempt to cure, in whole or in part, any default of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord within five (5) days after demand the amount so applied in order to restore the Security Deposit to the then applicable amount of the Security Deposit. If Tenant is not in default at the termination of this Lease, the balance of the then applicable amount of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant within forty-five (45) days thereafter. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord shall assign the then applicable amount of the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code and agrees that the provisions of this Section 5 shall govern the treatment of Tenant's Security Deposit in all respects for this Lease.

6. **Services to be Furnished by Landlord.**

A. Landlord acknowledges that Tenant will operate a large number of computers, servers, and other electronic equipment in the Premises (pursuant to the Permitted Use), and will require a electricity and cooling services to accommodate such uses. Subject to the terms and conditions of this Lease and factors beyond Landlord's control, Landlord shall furnish the following services:

(1) **Electricity.**

(a) The Building has available for Tenant's use in the Premises at the main distribution panel on the fifth (5th) floor of the Building a minimum of 300 amps of power at 480 volts of alternating current. The Premises may currently be configured such that additional power may currently be available to the Premises ("Potential Excess Power"); provided, however, Landlord makes no representation or warranty to Tenant that such Potential Excess Power is actually available to the Premises. If Potential Excess Power is reasonably available to the Premises, then Tenant may, at its sole cost and expense, utilize the same so long as the use of the Potential Excess Power does not reduce, impair or interfere with the power Landlord is currently obligated to provide to any other tenant(s) at the Building. If Tenant's use of the Potential Excess Power reduces, impairs or interferes with the power Landlord is currently obligated to provide to any other tenant(s) at the Building, then Tenant shall only have the right to use the Potential Excess Power in an amount, if any, that does not reduce, impair or interfere with the power Landlord is currently obligated to provide to any other tenant(s) of the Building. Notwithstanding any of the foregoing, Tenant may request that Landlord provide to Tenant more than the Potential Excess Power (or if Potential Excess Power is not reasonably available to the Premises, then Tenant may request that Landlord provide to Tenant more than 300 amps of power at 480 volts of alternating current), and subject to availability in Landlord's sole discretion, at Tenant's sole cost and expense, Landlord may provide such additional power to Tenant. Tenant shall be responsible for the installation, maintenance and repair of

any breakers, transformers or electrical feeders necessary to access such power at Tenant's sole cost and expense. Tenant shall have access to the existing conduit located in the Premises. In addition, at Tenant's written request, Landlord will permit Tenant to install (and when necessary, to repair and/or replace) up to two (2) four (4) inch conduits from the street to the Premises, and to pull fiber or cable through such conduits, in locations and in a manner reasonably acceptable to Landlord, but without any requirement for Tenant to provide any compensation to Landlord therefor. Tenant hereby acknowledges and agrees that Landlord shall have no responsibility for the security, integrity or performance of Tenant's conduit, nor for any damage thereto except to the extent caused by the gross negligence or willful misconduct of Landlord or its employees, agents, or contractors. Any conduit riser installed by Tenant or previously installed within the Premises (whether or not installed by Tenant) must be clearly marked for Tenant's usage. Upon the expiration or earlier termination of this Lease, Tenant may, at Landlord's discretion and at Tenant's sole cost and expense, be required to remove all such conduit (whether or not installed by Tenant) and repair any damage in connection with such removal. Landlord shall notify Tenant, in writing, if Landlord will require Tenant to so remove such conduit at any time prior to, or within one (1) month after, the expiration or earlier termination of this Lease. Should Tenant desire to utilize their services, Tenant shall contract directly with Wilshire Connection, LLC, or any other provider, including, without limitation, DWP, SBC, MCI, for any additional services associated with the hook-up to the One Wilshire infrastructure. All electricity used by Tenant in the Premises, as measured through a submeter installed on the Premises, shall be paid for by Tenant. There is currently a submeter installed in the Premises, and Tenant shall be required to maintain the same in good working order and condition, and make any repairs and/or replacements necessary to satisfy the foregoing. Tenant shall also pay the actual cost, including Landlord's cost to read, administer and bill (without markup), of Tenant's consumption of electricity supplied to the Premises as Additional Rent.

(b) Subject to the terms and conditions of this Section 6, Landlord shall provide Tenant with the ability to use the Building's back-up generator for up to 150 kilowatts ("kw") of connected load electric power, effective as of the Commencement Date. The Premises may currently be configured such that additional kilowatts may currently be available to the Premises ("Potential Excess Kilowatts"); provided, however, Landlord makes no representation or warranty that such Potential Excess Kilowatts are actually available to the Premises. If Potential Excess Kilowatts are reasonably available to the Premises, then Tenant may, at its sole cost and expense, utilize the same so long as the Potential Excess Kilowatts do not reduce, impair or interfere with the kilowatts Landlord is currently obligated to provide to any other tenant(s) at the Building in connection with the back-up generator. If Tenant's use of the Potential Excess Kilowatts reduces, impairs or interferes with the kilowatts Landlord is currently obligated to provide to any other tenant(s) at the Building, then Tenant shall only have the right to use the Potential Excess Kilowatts in an amount, if any, that does not reduce, impair or interfere with the kilowatts that Landlord is currently obligated to provide to any other tenant(s) at the Building in connection with the back-up generator. On or before the first day of each calendar month during the Lease Term, Tenant shall pay Landlord, as Additional Rent, a back-up generator maintenance charge equal to the product of One and 20/100 Dollars (\$1.20) per kw per month of connected load of electric power then made available for Tenant's use on the Building's back-up generator. Notwithstanding the foregoing, the back-up generator maintenance charge for the first month of the Lease Term (i.e., \$180.00) shall be paid at the time of Tenant's execution of this Lease. At any time during the Lease Term, Tenant may request connected load electric power from the Building's back-up generator in addition to the said 150 kw by giving Landlord written notice thereof, which notice shall include the approximate amount of kw and approximate timing required by Tenant. Landlord may, but is not obligated to, supply Tenant with the back-up power requested in Tenant's notice. If Landlord approves Tenant's request for additional connected load electric power in excess of the 150 kw, then (i) such additional connected load electric power shall be upon such terms and conditions as are then in effect at the Building with respect to other tenants obtaining such power from Landlord, and (ii) Tenant shall pay, as Additional Rent, a fee therefor to Landlord equal to Four Hundred Fifty Dollars (\$450.00) per kw for each kw provided to Tenant in excess of the Potential Excess Kilowatts referenced above (or if the Potential Excess Kilowatts are not reasonably available to the Premises, then Tenant shall pay, as herein provided, Four Hundred Fifty Dollars (\$450.00) per kw for each kw provided to Tenant in excess of 150 kw). Landlord does not warrant the effectiveness of such back-up generator and Landlord shall have no responsibility for the failure of or damage to any of Tenant's equipment or business due to the failure of the back-up generator to provide suitable or adequate back-up power;

provided, however, that Landlord has in place a preventative maintenance program with regard to the back-up generator, and at least once during each calendar quarter, Landlord shall perform a back-up generator system test consisting of a full transfer of power to the back-up generator. In the event the back-up generator fails to operate during a failure of the building's primary power system, Landlord shall use commercially reasonable efforts to respond to such generator failure with the appropriate repair personnel as soon as reasonably possible.

(2) Cooling. Tenant shall have the right to use the existing water-cooled supplementary air conditioning units currently located in the Premises and to install further cooling equipment in the Premises. Tenant shall be permitted to utilize up to twenty-five (25) tons per hour of Landlord's existing chilled water, from the fourth (4th) floor of the Building, accessible on a twenty-four (24) hours per day seven (7) day per week basis, at a cost of forty cents (\$0.40) per ton per hour of usage ("Water Cost"), as measured by the existing BTU meter within the Premises. Notwithstanding the foregoing, the cost to Tenant of such chilled water may be increased from time to time, upon not less than thirty (30) days notice to Tenant, to reflect any increase in Landlord's cost of providing such chilled water. Tenant shall be responsible for Tenant's hook-up to such chilled water on the fourth (4th) floor of the Building, as well as the installation, maintenance, repair and periodic recalibration of a BTU meter within the Premises which conforms to Landlord's Building specifications, at Tenant's sole cost and expense. In addition, Landlord shall have the right to require that Tenant install, at Tenant's sole cost and expense, additional water-cooled supplementary air conditioning units or other facilities in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance if Tenant's use or equipment creates an additional load.

(3) Other Services. In addition to the foregoing, subject to factors beyond Landlord's reasonable control and to the other provisions of this Lease, Landlord shall furnish: (i) water for all restrooms, and, subject to Landlord's reasonable approval, water for any private restrooms and office kitchen requested by Tenant; (ii) janitorial service in the Common Areas on Business Days (Tenant shall provide janitorial services to the Premises as provided in Section 9A below); (iii) electricity to the Premises for general office use, in accordance with and subject to the terms and conditions of Section 6A(1)(a) of this Lease; (iv) passenger elevator service, 24 hours a day, 7 days a week; and freight elevator service on Business Days, upon request of Tenant and subject to scheduling and reasonable charges by Landlord; (v) maintenance and repair of all Common Areas in the manner and to the extent reasonably deemed by Landlord to be standard for buildings of similar class, age and location; and (vi) fluorescent bulb replacement in the Premises necessary to maintain building standard lighting as established by Landlord and fluorescent and incandescent bulb and ballast replacement in the Common Areas and Service Areas.

B. Conference facilities within the Building are available for use by tenants of the Building on a first-come first-serve basis at such cost as Landlord shall from time to time establish. The current hourly cost for use of such conference facilities is \$150 per day and \$100 per 1/2 day for use of the auditorium and \$100 per day and \$75 per 1/2 day for use of the training room.

C. Subject to factors beyond Landlord's control and to the other provisions of this Lease, including without limitation, Paragraphs 15, 16, 22, and 28.D, Tenant shall have access to the Premises and entry access to the Building twenty-four (24) hours per day, seven (7) days per week year-round. Access control to the Building during other than Normal Business Hours shall be provided by way of a card key system. Tenant shall cooperate fully in Landlord's efforts to maintain access control to the Building and shall follow all regulations promulgated by Landlord with respect thereto. Landlord shall not be responsible or liable in any manner for failure of any access personnel, services, procedures or equipment to prevent, control, or apprehend anyone suspected of theft or causing personal injury or damage in, on or around the Property.

D. If Tenant requests any other utilities or building services in addition to those identified in Section 6A, or any of the above utilities or building services in frequency, scope, quality or quantities substantially greater than the standards set by Landlord for the Building, then Landlord shall use reasonable efforts to attempt to furnish Tenant with such additional utilities or building services. Landlord

may impose a reasonable charge for such additional utilities or building services, which shall be paid monthly by Tenant as Additional Rent on the same day that the monthly installment of Base Rent is due.

If Tenant requires Building HVAC service (other than cooling provided by the "Supplemental HVAC Equipment," as defined below) at times other than Normal Business Hours Monday through Friday, such additional service shall be furnished only upon the written request of Tenant delivered to Landlord prior to 3:00 p.m. on the date for which such after hours usage is requested. If Tenant requires HVAC service on Holidays or weekends, Tenant shall submit a written request for such service to Landlord by 3:00 p.m. on the last business day prior to the Holiday, or by 3:00 p.m. on Friday for HVAC service on Saturday or Sunday. Tenant shall bear the entire cost of additional service as such costs are determined by Landlord from time-to-time, as Additional Rent upon presentation of a statement therefor by Landlord. The current hourly cost for use of such HVAC after-hours is \$89 per hour with a two-hour minimum Monday – Sunday except Holidays. On Holidays and any other times that require restarting the HVAC system, the current hourly cost for use of HVAC is \$120 per hour with a four-hour minimum. The foregoing rates are subject to change from time to time at Landlord's commercially reasonable discretion based upon changes in market rates or operating costs for providing after hours HVAC services in the Central Business District of Los Angeles, California.

If Tenant requires HVAC equipment in addition to the base Building Systems and Equipment, all additional HVAC equipment required (if any) to accommodate Tenant's design (hereinafter "Supplemental HVAC Equipment") shall be installed and separately metered at Tenant's expense, subject to Landlord's prior written approval of Tenant's plans and specifications. The cost of operation and maintenance of any Supplemental HVAC Equipment, including, without limitation, all usage charges, fees and assessments, shall be the responsibility of the Tenant and paid to Landlord as Additional Rent.

E. Except as otherwise expressly provided herein, the failure by Landlord to any extent to furnish, or the interruption or termination of utilities and Building services identified in Section 6A in whole or in part, resulting from adherence to laws, regulations and administrative orders, wear, use, repairs, improvements, alterations or any causes shall not render Landlord liable in any respect nor be construed as an actual or constructive eviction of Tenant, nor give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof.

F. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, which such failure or delay or diminution is occasioned, in whole or in part, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water or other fuel at the Building, or by any other cause beyond Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease; provided, however, that Landlord shall take commercially reasonable actions to promptly resolve service interruption problems as circumstances allow. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business including without limitation lost profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6. Tenant hereby waives any claims for any lost profits or other consequential damages occasioned by any such failure to furnish any of the services or utilities as set forth in this Article 6. If any governmental entity promulgates or revises any statute, ordinance, building code, fire code or other code or imposes mandatory or voluntary controls or guidelines on Landlord or the Property or any part thereof, relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions or the provision of any other utility or service provided with respect to this Lease or if Landlord is required to make alterations to the Building or any other part of the Property in order to comply with such mandatory or voluntary controls or guidelines, then Landlord may, in its sole discretion, comply with such mandatory or voluntary controls or guidelines or make such alterations to the Building or any other part of the Property related thereto without creating any liability of Landlord to Tenant under this Lease, provided that (a) Landlord gives Tenant at least thirty (30) days notice, if possible, of any such alterations that will materially affect the Premises or Tenant's access

thereto or use or occupancy thereof, or, if such notice is not possible, then such advance notice as is reasonably possible under the circumstances; (b) the Premises are not thereby rendered untenable for any material length of time, and (c) Landlord will not voluntarily reduce the level of services provided to the Premises unless Landlord is motivated to do so by anticipated costs savings and efficiencies of operation consistent with the first class character of the Building, which cost savings and efficiencies shall be passed on to Tenant in the form of reducing Basic Costs. Such compliance and the making of such permitted alterations shall in no event entitle Tenant to any damages, relieve Tenant of the obligation to pay the full Rent reserved hereunder or constitute or be construed as a constructive or other eviction of Tenant. In addition, the cost of such compliance and alterations shall be included in Basic Costs.

Notwithstanding anything to the contrary contained in this Section 6, if: (i) Landlord ceases to furnish any service in the Building for a period in excess of five (5) consecutive Business Days after Tenant notifies Landlord of such cessation (the "Interruption Notice"); (ii) such cessation does not arise as a result of an act or omission of Tenant; (iii) such cessation is not caused by a fire or other casualty (in which case Section 16 shall control); (iv) the restoration of such service is reasonably within the control of Landlord; and (v) as a result of such cessation, the Premises or a material portion thereof, is rendered untenable and Tenant in fact ceases to use the Premises, or material portion thereof, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Base Rent payable hereunder during the period beginning on the sixth (6th) consecutive Business Day of such cessation and ending on the day when the service in question has been restored. In the event the entire Premises has not been rendered untenable by the cessation in service, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises so rendered untenable and not used by Tenant. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to an interruption, failure or inability to provide any services.

7. Leasehold Improvements; Tenant's Property. All fixtures, equipment, improvements and appurtenances attached to, or built into, the Premises at the commencement of or during the Lease Term, whether or not by, or at the expense of, Tenant ("**Leasehold Improvements**"), shall be and remain a part of the Premises; shall be the property of Landlord; and shall not be removed by Tenant except as expressly provided herein. All unattached and moveable partitions, trade fixtures (whether attached or unattached), moveable equipment or furniture located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building or Premises, and all personalty brought into the Premises by Tenant ("**Tenant's Property**") shall be owned and insured by Tenant. Landlord may, nonetheless, at any time prior to, or within one (1) month after, the expiration or earlier termination of this Lease or Tenant's right to possession of the Premises, require Tenant to remove any Leasehold Improvements (the "**Required Removables**") at Tenant's sole cost. Notwithstanding the foregoing, in no event shall Tenant be required to remove any Building standard (as described in **Exhibit D**) Tenant Improvements constructed pursuant to **Exhibit D** attached hereto. Upon the termination of the Lease Term or the sooner termination of Tenant's right to possession of the Premises, Tenant shall remove Tenant's Property, all electronic, phone and data cabling exclusively serving the Premises (whether such cabling is located within or outside of the Premises), all conduit riser (to the extent required by Landlord pursuant to Section 6J above), and all Required Removables. Tenant shall, at its sole cost and expense, repair any damage caused by such removal. If Tenant fails to remove any of the foregoing items or to perform any required repairs and restoration, Landlord, at Tenant's sole cost and expense, may remove the same (and repair any damage reasonably occasioned thereby) and dispose thereof or deliver such items to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, delivery, or warehousing of such items within ten (10) days after demand from Landlord and (ii) such failure shall be deemed a holding over by Tenant under Section 23 hereof until such failure is rectified by Tenant or Landlord. Tenant may install within the Premises only, as Tenant's Property, the batteries described on Exhibit J attached hereto, provided (a) Tenant complies with all manufacturers' guidelines, all applicable laws, ordinances, orders, rules and regulations of any governmental entity, and any Rules and Regulations established by Landlord from time to time, and (b) Tenant installs such batteries in locations reasonably approved by Landlord.

8. **Signage.** Tenant shall not install any signage visible from the exterior of the Premises. Tenant may install Building-standard signage on the Premises, in a design, size and color reasonably approved by Landlord, identifying the Premises as being occupied by Tenant. Landlord shall include Tenant's name, or any other name Tenant may request from time-to-time, in its directory of the Building.

9. **Maintenance, Repairs and Alterations.**

A. Except to the extent such obligations are imposed upon Landlord hereunder, Tenant shall, at its sole cost and expense, maintain the Premises in good order, condition and repair throughout the entire Lease Term, ordinary wear and tear excepted. Tenant agrees to keep the areas visible from outside the Premises in a reasonably neat, clean and attractive condition at all times. Tenant shall, within thirty (30) days after Landlord's written demand therefor, reimburse Landlord for the reasonable cost of all repairs, replacements and alterations (collectively, "Repairs") in and to the Premises, Building and Property and the facilities and systems thereof, plus an administration charge of ten percent of such cost, if the need for such Repairs arises out of (1) Tenant's use or occupancy of the Premises, (2) the installation, removal, use or operation of Tenant's Property or Required Removables, (3) the moving of Tenant's Property and Required Removables into or out of the Building, (4) any Alterations (hereinafter defined) or other work performed by Landlord pursuant to the Work Letter (subject to any construction allowance), or (5) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees. Tenant shall provide janitorial services in the Premises in a manner and frequency consistent with other comparable co-location facilities in comparable buildings in the Los Angeles Central Business District; provided, however, that Tenant may undertake such janitorial services through its own employees. Landlord has the right to approve any third-party janitorial contractor selected by Tenant in Landlord's reasonable discretion.

B. Landlord shall, at its expense (except as included in Basic Costs) keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon: (i) all structural elements of the Building including the Building shell, roof, foundations, floor/ceiling slabs, curtain walls, exterior glass and mullions, columns, beams, shafts (including elevator shafts), stairs, stairwells, elevator cabs, and washrooms; and (ii) all mechanical, electrical and plumbing systems and telephone closets that serve the Building in general; and (iii) the Building facilities common to all tenants including but not limited to, the parking structure, plazas, landscaped areas, corridors, ceilings, walls and floors in the Common Areas. Notwithstanding the foregoing, Landlord, subject to reimbursement as part of Basic Costs, shall maintain and repair the restrooms on all single tenant floors. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect (including the provisions of California Civil Code Section 1942 and any successor sections or statutes of a similar nature).

C. Tenant shall not make or allow to be made any alterations, additions or improvements to the Premises (collectively, "Alterations"), without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's prior consent shall not be required for any Alterations which satisfy the following conditions (hereinafter a "Pre-Approved Change"): (i) the cost of the proposed Alterations does not exceed Fifteen Thousand Dollars (\$15,000.00) individually; (ii) such proposed Alterations do not affect the structure or exterior of the Building or any Building systems, and (iii) Tenant and such Alterations otherwise satisfy all other conditions set forth in this Section 9. Prior to commencing any Alteration that is not a Pre-Approved Change (and as a condition to obtaining Landlord's consent for any proposed Alteration which is not a Pre-Approved Change), Tenant shall deliver to Landlord plans and specifications acceptable to Landlord; names and addresses of contractors reasonably acceptable to Landlord; copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in accordance with Section 13 hereof; and a payment bond or other security, all in form and amount reasonably satisfactory to Landlord.

D. Tenant shall be responsible for ensuring that all such persons performing any Alterations procure and maintain commercially-reasonable insurance coverage against such risks, in such amounts and with

such companies as Landlord may reasonably require. All Alterations shall be constructed in a good and workmanlike manner using Building standard materials or other new materials of equal or greater quality. Landlord, to the extent reasonably necessary to avoid any disruption to the tenants and occupants of the Building, shall have the right to designate the time when any Alterations may be performed and to otherwise designate reasonable rules, regulations and procedures for the performance of work in the Building. Upon completion of the Alterations (other than Pre-Approved Changes), Tenant shall deliver to Landlord "as-built" plans, contractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials. All Alterations shall comply with the insurance requirements set forth herein and with applicable codes, ordinances, laws and regulations. Tenant shall reimburse Landlord upon demand for all reasonable, actual out-of-pocket amounts, if any, expended by Landlord for third party examination of the architectural, mechanical, electrical and plumbing plans for any Alterations (other than a Pre-Approved Change). In addition, if Landlord so requests, Landlord shall be entitled to oversee the construction of any Alterations that may affect the structure of the Building or any of the mechanical, electrical, plumbing or life safety systems of the Building. If Landlord elects to oversee such work, Landlord shall be entitled to receive a fee for such oversight in an amount equal to five percent (5%) of the cost of such Alterations. Landlord's approval of Tenant's plans and specifications for any Alterations performed for or on behalf of Tenant shall not be deemed to be representation by Landlord that such plans and specifications comply with applicable insurance requirements, building codes, ordinances, laws or regulations or that the Alterations constructed in accordance with such plans and specifications will be adequate for Tenant's use.

10. Intentionally Omitted.

11. Assignment and Subletting.

A. Except in connection with a Permitted Transfer (defined in Section 11E below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed transferee's financial condition is not adequate for the obligations such transferee is assuming in connection with the proposed Transfer; (2) the transferee's business or reputation is not suitable for the Building considering the business and reputation of the other tenants and the Building's prestige, or would result in a violation of another tenant's rights under its lease at the Building; (3) the transferee is a governmental agency or occupant of the Building; (4) Tenant is in default beyond any applicable notice and cure period; (5) any portion of the Building or the Premises would likely become subject to additional or different laws as a consequence of the proposed Transfer; or (6) Landlord or its leasing agent has received a proposal from or made a proposal to the proposed transferee to lease space in the Building within six (6) months prior to Tenant's delivery of written notice of the proposed Transfer to Landlord. Any attempted Transfer in violation of this Section 11, shall, exercisable in Landlord's sole and absolute discretion, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. If Landlord withholds its consent to any Transfer contrary to the provisions of this Section 11, Tenant's sole remedy shall be to seek an injunction in equity to compel performance by Landlord to give its consent and Tenant expressly waives any right to damages in the event of such withholding by Landlord of its consent. In no event shall any Transfer or Permitted Transfer release or relieve Tenant from any obligation under this Lease or any liability hereunder.

B. If Tenant requests Landlord's consent to a Transfer, Tenant shall submit to Landlord (i) financial statement for the proposed transferee, (ii) a copy of the proposed assignment or sublease, and (iii) such other information as Landlord may reasonably request. After Landlord's receipt of the required information and documentation, Landlord shall either: (1) consent or reasonably refuse consent to the Transfer in writing; (2) in the event of a proposed assignment of this Lease, terminate this Lease effective the first to occur of ninety (90) days following written notice of such termination or the date that the proposed Transfer would have come into effect; and (3) in the event of a proposed subletting, terminate this Lease with respect to the portion of the Premises which Tenant proposes to sublease effective the

first to occur of ninety (90) days following written notice of such termination or the date the proposed Transfer would have come into effect. Tenant shall pay Landlord a review fee of \$1,000.00 for Landlord's review of any Permitted Transfer or proposed Transfer. In addition, Tenant shall reimburse Landlord for its actual reasonable costs and expenses (including, without limitation, reasonable attorney's fees) incurred by Landlord in connection with Landlord's review of such proposed Transfer or Permitted Transfer.

C. Except in connection with a Permitted Transfer, Tenant shall pay to Landlord, within ten (10) days following Tenant's receipt of the same, fifty percent (50%) of all cash and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord hereunder for the portion of the Premises and Lease Term covered by the Transfer, after recovery by Tenant of (a) the actual brokers' commissions paid by Tenant, not to exceed commissions for similar transactions; (b) tenant improvement and/or Alteration costs incurred by Tenant to effect such Transfer; (c) other economic concessions (allowances, moving expenses, etc.); (d) reasonable, actual advertising and marketing costs and legal fees; and (e) any other reasonable, customary costs actually paid or incurred in assigning or subletting the transferred space or in negotiating or effectuating the assignment or sublease.

D. Except as provided below with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership or similar entity, and the person, persons or entity which owns or controls a majority of the voting interests at the time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding stock is listed on a nationally recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another entity, the voting stock of which is so listed.

E. Tenant may, without obtaining the consent of Landlord:

(a) Assign its entire interest under this Lease or sublet the Premises (i) to any entity controlling or controlled by or under common control with Tenant or (ii) to any successor to Tenant by stock or asset purchase, merger, consolidation, reorganization, or statutory conversion (hereinafter, collectively, referred to as "Permitted Transfer") without the consent of Landlord, provided: (1) Tenant is not in default under this Lease; (2) if such proposed transferee is a successor to Tenant by purchase, said proposed transferee shall acquire all or substantially all of the stock or assets of Tenant's business or, if such proposed transferee is a successor to Tenant by merger, consolidation, reorganization or conversion, the continuing or surviving entity shall own all or substantially all of the assets of Tenant; (3) with respect to a Permitted Transfer to a proposed transferee described in clause (ii), such proposed transferee shall have a net worth which is adequate to satisfy the obligations of Tenant hereunder; and (4) Tenant shall give Landlord written notice at least fifteen (15) days prior to the effective date of the proposed purchase, merger, consolidation, reorganization, or statutory conversion.

(b) Sublease or license a portion (but not all) of and/or grant access to the Premises to Tenant's customers to enable Tenant's customers to install, maintain and repair their equipment on vertical racks or otherwise and/or to access Tenant's switch and/or telecommunications equipment within the Premises and to charge Tenant's customers for such right provided that (i) Tenant and Tenant's customers who access the Premises comply with the terms and conditions set forth in Article 9 and with Landlord's Rules and Regulations as Landlord may promulgate from time to time, (ii) neither Tenant nor Tenant's customers shall be permitted to cause equipment to be installed within the Premises which exceeds a "dead" load floor load factor of seventy-five (75) pounds per usable square foot without the prior written approval of the Building's structural engineer, (iii) employees of Tenant's customers shall not occupy the Premises (although they may access the Premises subject to this Lease), (iv) any equipment of Tenant's customers located on or about the Premises may be removed in the same manner as Tenant's equipment pursuant to Article 7 or in accordance with the applicable Access Agreement (as defined below), (v) Tenant's customers shall only be entitled to access the Premises when accompanied by an authorized representative of Tenant, and (vi) Tenant and Tenant's customers shall comply with and be subject to subsection (I) and subsection (II) below:

(i) Tenant shall enter into an agreement (the "Access Agreement") with each customer who accesses the Premises in a form that is either (x) attached as a rider to Tenant's written agreement with such customer and is substantially similar to Exhibit "I" attached hereto, or (y) approved in advance in writing by Landlord in Landlord's reasonable discretion taking into account the provisions of Exhibit "I" that protect Landlord's interests in the Premises and the Building, and that complies with all requirements hereunder. The Access Agreement shall require Tenant's customers who access the Premises to carry and maintain insurance which conforms to the requirements set forth in Exhibit "I". Tenant shall indemnify, defend, protect and hold harmless Landlord from any and all costs, charges, expenses and liabilities resulting from (A) the failure by any of Tenant's customers to comply with its obligations set out in its Access Agreement or (B) the use of any portion of the Premises by and the acts, omissions, and/or negligence of any of Tenant's customers. The Access Agreement shall not provide Tenant's customers with any leasehold or subleasehold rights with respect to the Premises.

(ii) Notwithstanding anything to the contrary in this Section 11(E)(b), if (a) any information regarding any of Tenant's customers and/or their property being in or about the Building is made public (other than as a result of a disclosure (i) by Landlord, (ii) as required by law, or (iii) through no fault of Tenant or its customers) and (b) such information harms or damages the reputation of Landlord and/or the Building or results in any nuisance or other damage to Landlord, the Building, or the other tenants of the Building and (c) Tenant is legally permitted to take action, including, without limitation, the removal of such customers and/or property from the Building, then Landlord shall have the right to require Tenant to take such action including, without limitation, removal of such customers and/or their property from the Building promptly, but in any event within fifteen (15) days, after receipt of a notice from Landlord of such nuisance, harm or damage.

12. Mechanic's Liens. Tenant will not permit any mechanic's liens or other liens to be placed upon the Property as a result of any alterations or other work performed by or on behalf of Tenant. If such a lien is attached to the Property, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for any of the aforesaid purposes including, but not limited to, reasonable attorneys' fees, shall be paid by Tenant to Landlord within thirty (30) days after demand as Additional Rent. Tenant shall within ten (10) days of receiving such notice of lien or claim (a) have such lien or claim released or (b) deliver to Landlord a bond in form, content, amount and issued by surety, satisfactory to Landlord, to secure the release of such bond. Tenant shall indemnify, protect, defend and hold harmless Landlord and all Landlord Indemnitees against all costs and liabilities resulting from any such lien or claim and the foreclosure or attempted foreclosure thereof. Tenant's failure to comply with the provisions of the foregoing sentence shall be deemed an Event of Default entitling Landlord to exercise all of its remedies therefor without the requirement of any additional notice or cure period.

13. Insurance.

A. Landlord shall, at all times during the Lease Term, procure and maintain: (i) policies of insurance covering loss or damage to the Property in an amount equal to the full replacement cost of the Building, which shall provide protection against loss by fire and other all-risk casualties and such other property insurance as may be required by Landlord's mortgagee or as otherwise desired by Landlord, and (ii) commercial general liability insurance applicable to the Building and the Common Areas, providing a minimum limit of \$3,000,000.00 per occurrence.

B. Tenant shall procure and maintain, at its expense, (i) special form property insurance (formerly known as "All Risk" insurance) in an amount equal to the full replacement cost of the Leasehold Improvements and Tenant's Property located in the Premises; (ii) a policy or policies of commercial general liability insurance (including endorsement or separate policy for owned or non-owned automobile liability) with respect to its activities in the Building and on the Property, with the premiums thereon fully paid on or before the due date, in an amount of not less than \$2,000,000 per occurrence per person coverage for bodily injury, property damage, personal injury or combination thereof (the term "personal

Injury" as used herein means, without limitation, false arrest, detention or imprisonment, malicious prosecution, wrongful entry, libel and slander), provided that if only single limit coverage is available it shall be for at least \$2,000,000 per occurrence with an umbrella policy of at least \$3,000,000 combined single limit per occurrence, naming Landlord and Landlord's Building manager as additional insureds, (iii) automobile liability insurance covering owned, non-owned and hired vehicles in an amount not less than a combined single limit of \$1,000,000.00 per accident, (iv) workers' compensation insurance in accordance with the laws of the State of California and employer's liability insurance in an amount not less than \$1,000,000.00 each accident, \$1,000,000.00 disease-each employee and policy limit, with the insurance policies required under this clause (iv) to be endorsed to waive the insurance carriers' right of subrogation, and (v) such other types and/or amounts of insurance as required by Landlord and/or its lender. Tenant shall maintain the foregoing insurance coverages in effect commencing on the earlier to occur of the Commencement Date and the date Tenant takes possession of the Premises, and continuing to the end of the Lease Term. The proceeds of the property insurance maintained by Tenant shall be used for the repair and replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the Leasehold Improvements shall be paid to Landlord and the proceeds applicable to Tenant's Property shall be paid to Tenant.

C. The insurance requirements set forth in this Section 13 are independent of the waiver, indemnification, and other obligations under this Lease and will not be construed or interpreted in any way to restrict, limit or modify the waiver, indemnification and other obligations or to in any way limit any party's liability under this Lease. In addition to the requirements set forth in Sections 13 and 14, the insurance required of Tenant under this Lease must be issued by an insurance company with a rating of no less than A; VIII in the current Best's Insurance Guide or that is otherwise acceptable to Landlord, and admitted to engage in the business of insurance in the State of California; be primary insurance for all claims under it and provide that any insurance carried by Landlord, Landlord's Building manager, and Landlord's lenders is strictly excess, secondary and noncontributing with any insurance carried by Tenant; and provide that insurance may not be cancelled, nonrenewed or the subject of change in coverage of available limits of coverage, except upon thirty (30) days' prior written notice to Landlord and Landlord's lenders. Tenant will deliver to Landlord a legally enforceable certificate of insurance on all policies procured by Tenant in compliance with Tenant's obligations under this Lease on or before the date Tenant first occupies any portion of the Premises, at least ten (10) days before the expiration date of any policy and upon the renewal of any policy. Landlord shall have the right to approve any self-insured retentions under Tenant's policies, which approval shall not be unreasonably withheld, conditioned or delayed.

D. Landlord and Tenant hereby waive their rights against each other with respect to any claims, damages or losses, including any deductibles and self-insured amounts, which are caused by or result from (a) any occurrence insured against under any insurance policy (other than the commercial general liability insurance) carried by Landlord or Tenant (as the case may be) pursuant to the provisions of this Lease and enforceable at the time of such damage or loss, and (b) any occurrence which would have been covered under any insurance (other than the commercial general liability insurance) required to be obtained and maintained by Landlord or Tenant (as the case may be) under this Lease (as applicable) had such insurance been obtained and maintained as required therein and (c) any occurrence which is insurable (except for occurrences covered by commercial general liability insurance), whether or not a party is required to carry such insurance hereunder. Accordingly, neither Landlord nor Tenant shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) for any loss or damage to any of the property of Landlord or Tenant, as the case may be, with respect to their respective property, the Building, the Property or the Premises or any addition or improvements thereto, or any contents therein, to the extent covered by insurance carried or required to be carried by a party hereto even though such loss might have been occasioned by the negligence or willful acts or omissions of the Landlord or Tenant or their respective employees, agents, contractors or invitees. The waivers contained herein shall be in addition to, and not a limitation of, any other waivers or releases contained in this Lease. Landlord and Tenant shall give each insurance company which issues policies of insurance, with respect to the items covered by this waiver, written notice of the terms of this mutual waiver, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such mutual waiver.

For the purpose of the foregoing waiver, the amount of any deductible applicable to any loss or damage shall be deemed covered by, and recoverable by the insured under the insurance policy to which such deductible relates.

14. Indemnity. To the extent not expressly prohibited by law, Landlord and Tenant each (in either case, the "Indemnitor") agree to hold harmless and indemnify the other and the other's agents, partners, shareholders, members, officers, directors, beneficiaries and employees (collectively, the "Indemnitees") from any losses, damages, judgments, liens claims, expenses, costs and liabilities ("Claims") imposed upon or incurred by or asserted against the Indemnitees, including without limitation reasonable attorneys' fees and expenses, for death or injury to, or damage to property of, third parties, other than the Indemnitees, that may arise from the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, partners or employees. Such third parties shall not be deemed third party beneficiaries of this Lease. If any action, suit or proceeding is brought against any of the Indemnitees by reason of the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, partners or employees, then Indemnitor will, at Indemnitor's expense and at the option of said Indemnitees, by counsel reasonably approved by said Indemnitees, resist and defend such action, suit or proceeding. In addition, to the extent not expressly prohibited by law, Tenant agrees to hold harmless and indemnify Landlord and Landlord's Indemnitees from any Claims imposed upon or incurred by or asserted against Landlord or Landlord's Indemnitees, including reasonable attorneys' fees and expenses, for (a) death or injury to, or damage to property of, third parties (other than Landlord's Indemnitees) that may arise from any act or occurrence in the Premises, including, without limitation, Claims arising from the use or presence of hazardous substances in the Premises or elsewhere on the Property by reason of the acts or omissions of Tenant, its employees, agents or contractors except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's Indemnitees or (b) any Event of Default by Tenant under this Lease.

15. Damages from Certain Causes. To the extent not expressly prohibited by law and except as provided in Section 14 above or Section 16 below, Landlord shall not be liable to Tenant or Tenant's employees, contractors, agents, invitees or customers, for any injury to person or damage to property sustained by Tenant or any such party or any other person claiming through Tenant resulting from any accident or occurrence in the Premises or any other portion of the Building caused by the Premises or any other portion of the Building becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Premises (except where due to Landlord's grossly negligent or willful failure to make repairs required to be made pursuant to other provisions of this Lease, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Building or of any other persons whomsoever, including, but not limited to riot, strike, acts of terrorism or bioterrorism, insurrection, war, court order, requisition, order of any governmental body or authority, acts of God, fire or theft.

16. Casualty Damage. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Premises and/or the Building shall be so damaged that substantial alteration or reconstruction of the Premises and/or Building shall, in Landlord's sole opinion, be required (and in the case of damage to the Building, whether or not the Premises shall have been damaged by such casualty) or in the event there is less than two (2) years of the Lease Term remaining or in the event Landlord's mortgagee should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt or in the event of any material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within thirty (30) days after the date of such casualty. In case the Premises and/or the Building shall be materially damaged and there is less than two (2) years of the Lease Term remaining and such damage will take more than one hundred twenty (120) days to complete, Tenant may, at its option, terminate this Lease by notifying Landlord in writing of such termination within thirty (30) days after the date of such casualty. If neither Landlord nor Tenant elects to terminate this Lease, Landlord shall promptly commence and proceed with reasonable diligence to

restore the Building, and the improvements located within the Premises to substantially the same condition in which it was immediately prior to the happening of the casualty. Notwithstanding the foregoing, Landlord's obligation to restore the Building, and the improvements located within the Premises shall not require Landlord to expend for such repair and restoration work more than the insurance proceeds actually received by Landlord as a result of the casualty. When the repairs described in the preceding two sentences have been completed by Landlord, Tenant shall complete the restoration of all furniture, fixtures and equipment which are necessary to permit Tenant's reoccupancy of the Premises. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that Rent shall be abated from the date of the damage or destruction for any portion of the Premises that is unusable by Tenant, which abatement shall be in the same proportion that the Rentable Area of the Premises which is unusable by Tenant bears to the total Rentable Area of the Premises; provided that Tenant shall not be entitled to any abatement of Rent if the damage or destruction of the Premises is restored within five (5) Business Days after Landlord's receipt of written notice from Tenant of the occurrence of the damage or destruction. This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of any damage or destruction. Accordingly, the parties hereby waive the provisions of California Civil Code Section 1932, Subsection 2, and Section 1933, Subsection 4 (and any successor statutes thereof permitting the parties to terminate this Lease as a result of any damage or destruction).

17. Condemnation. If the whole or any substantial part of the Premises or if the Building or any portion thereof which would leave the remainder of the Building unsuitable for use comparable to its use on the Commencement Date, or if the land on which the Building is located or any material portion thereof, shall be taken or condemned for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, then Landlord may, at its option, terminate this Lease and Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises or said portion of the Building or land shall occur. If this Lease is not terminated, the rent for any portion of the Premises so taken or condemned shall be abated during the unexpired Lease Term effective when the physical taking of said portion of the Premises shall occur. All compensation awarded for any taking or condemnation, or sale proceeds in lieu thereof, shall be the property of Landlord, and Tenant shall have no claim thereto, the same being hereby expressly waived by Tenant, except for any portions of such award or proceeds which are specifically allocated by the condemning or purchasing party for the taking of or damage to trade fixtures of Tenant and moving costs and which do not decrease Landlord's award (which such amounts will be payable to Tenant). This Lease sets forth the terms and conditions upon which this Lease may terminate in the event of a taking. Accordingly, the parties waive the provisions of the California Code of Civil Procedure Section 1265.130 and any successor or similar statutes permitting the parties to terminate this Lease as a result of a taking.

18. Events of Default; Tenant Remedies.

A. Event of Default. The following events shall be deemed to be "Events of Default" under this Lease:

(1) **Tenant Default.** (i) Tenant fails to pay any Rent within three (3) days after Tenant's receipt of written notice from Landlord that such payment was not made when due, (ii) Tenant fails to perform any other provision of this Lease not described in this Section 18, and such failure is not cured within thirty (30) days (or immediately if the failure involves a hazardous condition) after notice from Landlord, however, other than with respect to a hazardous condition, if Tenant's failure to comply cannot reasonably be cured within thirty (30) days, Tenant shall be allowed additional time (not to exceed thirty (30) additional days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within thirty (30) days and diligently pursues the cure to completion; (iii) Tenant fails to observe or perform any of the covenants with respect to (a) assignment and subletting as set forth in Section 11, (b) mechanic's liens as set forth in Section 12, (c) insurance as set forth in Section 13 or (d) delivering subordination agreements or estoppel certificates as set forth in Section 24, (iv) the leasehold interest of Tenant is levied upon or attached under process of law; (v) Tenant or any guarantor of this Lease, if any, dies or

dissolves; (vi) Tenant abandons the Premises; or (vii) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease, if any, under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within sixty (60) days after filing.

B. Landlord Default. Landlord shall not be in default in the performance of any non-monetary obligation required to be performed by Landlord under this Lease unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice from Tenant specifying in detail Landlord's failure to perform; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion on or before the date that is ninety (90) days after the date that Tenant delivers such notice. Upon any default by Landlord beyond the applicable cure period, Tenant shall be entitled to exercise any and all remedies provided at law or in equity; provided, however, in no event shall Tenant be entitled to recover speculative, consequential, punitive or other similar measures of damages from Landlord and Tenant irrevocably waives for itself and its successors and assigns, any and all claims thereto.

C. Tenant Remedies. Upon any default by Landlord beyond the applicable cure period, Tenant shall be entitled to exercise any and all remedies provided at law or in equity; provided, however, in no event shall Tenant be entitled to recover speculative, consequential, punitive or other similar measures of damages from Landlord and Tenant irrevocably waives for itself and its successors and assigns, any and all claims thereto.

19. Landlord Remedies.

A. Upon the occurrence of any Event of Default, Landlord shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised without further notice to or demand upon Tenant and which may be pursued successively or cumulatively as Landlord may elect to:

(1) Terminate this Lease upon written notice to Tenant, in which event Landlord may recover from Tenant: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to: unamortized tenant improvement costs; attorneys' fees; brokers' commissions; the costs of refurbishment, alterations, renovation and repair of the Premises; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Tenant alterations, tenant improvements and any other items which Tenant is required under this Lease to remove but does not remove.

As used in clauses 19A(1)(i) and 19A(1)(ii) above, the "worth at the time of award" is computed by allowing interest at the Interest Rate. As used in clause 19A(1)(iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(2) Enter upon the Premises, by force, if necessary, without having any civil or criminal liability therefor, and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in thus affecting compliance with Tenant's obligations under this Lease together with interest at the Interest Rate and Tenant further

agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(3) Continue this Lease in full force and effect, whether or not Tenant shall have abandoned the Premises. Specifically, the Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations), and any successor statute thereof. If Landlord elects to continue this Lease in full force and effect pursuant to this Paragraph 19A(3), then Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due. Landlord's election not to terminate this Lease pursuant to this Paragraph 19A(3) or pursuant to any other provision of this Lease, at law or in equity, shall not preclude Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies. In order to regain possession of the Premises and to deny Tenant access thereto, Landlord or its agent may, at the expense and liability of the Tenant, alter or change any or all locks or other security devices controlling access to the Premises without posting or giving notice of any kind to Tenant. Landlord shall have no obligation to provide Tenant a key or grant Tenant access to the Premises so long as Tenant is in default under this Lease. Tenant shall not be entitled to recover possession of the Premises, terminate this Lease, or recover any actual, incidental, consequential, punitive, statutory or other damages or award of attorneys' fees, by reason of Landlord's alteration or change of any lock or other security device and the resulting exclusion from the Premises of the Tenant or Tenant's agents, servants, employees, customers, licensees, invitees or any other persons from the Premises. Landlord may, without notice, remove and either dispose of or store, at Tenant's expense, any property belonging to Tenant that remains in the Premises after Landlord has regained possession thereof.

(4) Landlord may enforce the provisions of this Lease by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.

Landlord shall not be required to serve Tenant with any notices or demands as a prerequisite to its exercise of any of its rights or remedies under this Lease, other than those notices and demands specifically required under this Lease. **TO THE EXTENT PERMITTED BY LAW, TENANT EXPRESSLY WAIVES THE SERVICE OF ANY STATUTORY DEMAND OR NOTICE WHICH IS A PREREQUISITE TO LANDLORD'S COMMENCEMENT OF EVICTION PROCEEDINGS AGAINST TENANT, INCLUDING THE DEMANDS AND NOTICES SPECIFIED IN ANY APPLICABLE STATE STATUTE OR CASE LAW. TO THE EXTENT PERMITTED BY LAW, TENANT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT BROUGHT BY LANDLORD TO RECOVER POSSESSION OF THE PREMISES FOLLOWING LANDLORD'S TERMINATION OF THIS LEASE OR THE RIGHT OF TENANT TO POSSESSION OF THE PREMISES PURSUANT TO THE TERMS OF THIS LEASE AND ON ANY CLAIM FOR DELINQUENT RENT WHICH LANDLORD MAY JOIN IN ITS LAWSUIT TO RECOVER POSSESSION.**

B. If Landlord exercises the remedy provided in Section 19A(1), Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with process of law, and Landlord may remove all occupants and property therefrom, using such force as may be necessary to the extent allowed by law, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

C. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay Rent hereunder for the full Lease Term, and Landlord shall have the right, from time to time, to recover

from Tenant, and Tenant shall remain liable for, all Rent accruing as it becomes due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Lease Term. In attempting to relet the Premises, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent reasonably deemed by Landlord necessary or desirable, and Tenant upon demand shall pay the reasonable cost of all of the foregoing together with Landlord's reasonable expenses of reletting. The rents from any such reletting shall be applied first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting (including reasonable attorneys' fees and brokers' fees and commissions) and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder.

D. If this Lease is terminated by Landlord, Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or for which Tenant has agreed to indemnify Landlord, which may be then owing and unpaid, and all reasonable costs and expenses, including court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder. In addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty (1) the unamortized portion of any concessions offered by Landlord to Tenant in connection with this Lease, including without limitation Landlord's contribution to the cost of tenant improvements, if any, installed by either Landlord or Tenant pursuant to this Lease or any work letter in connection with this Lease, (2) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate Rent which would have been payable after the termination date had this Lease not been terminated, including, without limitation, the amount projected by Landlord to represent Additional Rent for the remainder of the Lease Term, over the then present value of the then aggregate fair rent value of the Premises for the balance of the Lease Term, such present worth to be computed in each case on the basis of a ten percent (10%) per annum discount from the respective dates upon which such Rent would have been payable hereunder had this Lease not been terminated, and (3) any damages in addition thereto, including without limitation reasonable attorneys' fees and court costs, which Landlord sustains as a result of the breach of any of the covenants of this Lease other than for the payment of Rent.

E. The receipt by Landlord of less than the full Rent due shall not be construed to be other than a payment on account of Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the Rent due or to pursue any other remedies provided in this Lease. The acceptance by Landlord of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease. No act or omission by Landlord or its employees or agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

F. In the event of any litigation between Tenant and Landlord to enforce or interpret any provision of this Lease or to enforce any right of either party hereto, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein.

G. No right or remedy herein conferred upon or reserved to any party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, any party shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease by the other party, or to a decree compelling performance of any of the other covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to such party at law or in equity. Forbearance by

any party to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

20. No Waiver. Failure of either party to declare any default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of such default, nor shall it constitute an estoppel against the non-defaulting party, but the non-defaulting party shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Failure by non-defaulting party to enforce its rights with respect to any one default shall not constitute a waiver of its rights with respect to any subsequent default.

21. Peaceful Enjoyment. Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, provided that Tenant pays the Rent and other sums herein recited to be paid by Tenant and timely performs all of Tenant's covenants and agreements herein contained subject to applicable notice and cure periods.

22. Substitution. Landlord at its sole discretion shall be entitled to cause Tenant to relocate from the Premises to a comparably-sized space, of comparable design and tenant improvements (the "Relocation Space") within the Building or adjacent buildings within the same Property at any time upon sixty (60) days' prior written notice to Tenant. The reasonable costs actually incurred in connection with the physical relocation of the Tenant to the Relocation Space shall be at the expense of Landlord. Such a relocation shall not terminate or otherwise affect or modify this Lease except that from and after the date of such relocation, "Premises" shall refer to the Relocation Space into which Tenant has been moved, rather than the original Premises as herein defined and the Base Rent shall be adjusted so that immediately following such relocation the Base Rent for the Relocation Space on a per square foot of rentable area basis shall be the same as the Base Rent immediately prior to such relocation for the original Premises on a per square foot of rentable area basis. Tenant's Pro Rata Share also be adjusted in accordance with the formula set forth in this Lease.

23. Holding Over. If Tenant continues to occupy the Premises after the expiration or other termination of this Lease or the termination of Tenant's right of possession, such occupancy shall be that of a tenancy at sufferance. Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to one hundred fifty percent (150%) of the Base Rent and Additional Rent due under this Lease for the last full month of the term hereof during such holdover. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Lease Term shall be construed to extend the Lease Term or prevent Landlord from recovery of immediate possession of the Premises by summary proceedings or otherwise and Tenant shall also be liable to Landlord for all direct and consequential damages which Landlord may suffer by reason of any holding over by Tenant. Nothing contained in this Section 23 shall be construed to imply that Tenant has the right to hold over for any period of time without Landlord's prior written consent.

24. Subordination to Mortgage; Estoppel Certificate.

A. Tenant accepts this Lease subject and subordinate to any ground lease, mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building or the Property and to any renewals, modifications, refinancings and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion and Tenant agrees to attorn to any such mortgagee or purchaser that may become successor to Landlord ("Successor Landlord") following a foreclosure of any such mortgage or deed of trust or sale by deed in lieu of foreclosure. The provisions of the foregoing sentence shall be self-operative and no further instrument of subordination or attornment shall be required, provided so long as there is no Event of Default by Tenant under this Lease, Tenant's occupancy of the Premises on the terms and conditions set forth in this Lease shall not be disturbed. However, Landlord is hereby

irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises, or the Building or the Property and Tenant agrees within ten (10) days after written demand to execute such further instruments evidencing the subordination of this Lease and Tenant's agreement to attorn to the holder of any such liens as Landlord may request. If Tenant fails to execute any subordination and attornment or other agreement required by this Section promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is coupled with an interest in Landlord and is accordingly irrevocable.

B. Notwithstanding anything in this Lease to the contrary any Successor Landlord shall not be liable for or bound by any of the following matters:

- (1) Any claim or offset right that Tenant may have against any former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by the former Landlord that occurred before the date of attornment. The foregoing shall not limit either (i) Tenant's right to exercise against Successor Landlord any claim or offset right otherwise available to Tenant because of events occurring after the date of attornment or (ii) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under this Lease.
- (2) Any payment of rent and/or other charges that Tenant may have made to former Landlord more than thirty (30) days before the date such rent and/or charges were first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, this Lease expressly required such a prepayment.
- (3) Any obligation: (i) to pay Tenant any sum(s) that any former Landlord owed to Tenant unless such sums, if any, shall have been actually delivered to Landlord's mortgagee by way of an assumption of escrow accounts or otherwise; (ii) with respect to any security deposited with former Landlord, unless such security was actually delivered to Landlord's mortgagee; (iii) to commence or complete any initial construction of improvements in the Premises or (iv) arising from representations and warranties related to any former Landlord.
- (4) Any modification or amendment of this Lease, or any waiver of the terms of this Lease, made without Landlord's mortgagee's written consent.
- (5) Any consensual or negotiated surrender, cancellation, or termination of this Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of this Lease.

Notwithstanding anything to the contrary in this Lease, Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Premises from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Project (or any portion thereof) by Successor Landlord (collectively, the "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under this Lease. If Tenant obtains any money judgment against Successor Landlord with respect to this Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

C. Tenant and Landlord each agree that it shall from time-to-time execute and furnish within ten (10) days after so requested by the other party, a certificate in commercially reasonable certifying: (a) the Commencement Date and expiration date of this Lease; (b) that this Lease is unmodified and in full force and effect (or, if modified, that this Lease is in full force and effect as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) that there are not, to the best of such party's knowledge, any defaults under this Lease by either Landlord or Tenant, except as specified in such certificate; and (e) such other matters as are reasonably requested by Landlord or Tenant, as applicable. Any such certificate may be relied upon by any assignee, sublessee, ground lessor, prospective purchaser, secured party, mortgagee or any beneficiary under any mortgage, deed of trust on the Building or the Property or any part thereof or interest of Landlord therein.

25. Notice. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or mailed by Registered or Certified mail, postage prepaid, or sent by a nationally recognized overnight delivery service to the party who is to receive such notice at the address specified in Section 1 of this Lease (and, if no address is listed for Tenant, notices to Tenant shall be delivered to the Premises). When so mailed, the notice shall be deemed to have been given upon the earlier of the date of receipt or the date which is two (2) Business Days after the date it was mailed. When sent by overnight delivery service, the notice shall be deemed to have been given upon the earlier of the date of receipt or the date which is the next Business Day after deposit with such overnight delivery service. The address specified in Section 1 of this Lease may be changed from time to time by giving written notice thereof to the other party.

26. Surrender of Premises. Upon the termination of the Lease Term, or upon any termination of Tenant's right to possession of the Premises, Tenant will at once surrender possession of the Premises to Landlord in good condition and repair, ordinary wear and tear excepted, and subject to Sections 6A and 7 above, will at once surrender possession of all existing equipment located in, on or about the Premises as of the date of this Lease to Landlord in its original condition as of the date of this Lease, ordinary wear and tear excepted. Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks which Tenant is required to leave on the Premises.

27. Rights Reserved to Landlord. Landlord reserves the following rights, exercisable without notice, except as provided herein, and without liability to Tenant for damage or injury to property, person or business and without affecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent or affecting any of Tenant's obligations under this Lease: (1) upon thirty (30) days' prior notice to change the name or street address of the Building; (2) to install and maintain signs on the exterior and interior of the Building; (3) to designate and approve window coverings to present a uniform exterior appearance; (4) to retain at all times and to use in appropriate instances (which, except for emergencies, shall be at least two (2) Business Days following notice to Tenant), pass keys to all locks within and to the Premises; (5) to approve the weight, size, or location of heavy equipment, or articles within the Premises; (6) to change the arrangement and location of entrances of passageways, doors and doorways, corridors, elevators, stairs, toilets and public parts of the Building or Property; (7) to regulate access to telephone, electrical and other utility closets in the Building and to require use of designated contractors for any work involving access to the same; (8) if Tenant has vacated the Premises during the last six (6) months of the Lease Term, to perform additions, alterations and improvements to the Premises in connection with a reletting or anticipated reletting thereof without being responsible or liable for the value or preservation of any then existing improvements to the Premises and without effectuating a surrender or entitling Tenant to any abatement of Rent; (9) to grant to anyone the exclusive right to conduct any business or undertaking in the Building provided Landlord's exercise of its rights under this clause (9), shall not be deemed to prohibit Tenant from the operation of its business in the Premises; (10) to enter the Premises to inspect the same or to show the Premises to prospective purchasers, mortgagees, tenants (during the last twelve months of the Lease Term) or insurers, or to clean or make repairs, alterations or additions thereto, provided that, except for any entry in an emergency situation or to provide normal cleaning and janitorial service, Landlord shall provide Tenant with at least two (2) Business Days prior notice of any entry into the Premises (except in the event of an

emergency where no notice shall be required); (11) to temporarily close the Premises or the Building to perform repairs, alterations or additional in the Premises or the Building; (12) to designate all sources furnishing sign painting or lettering; (13) to install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building; and (14) to make changes to the Building and all appurtenant areas, including, without limitation, to the design and layout of the driveways, entrances, loading and unloading areas, direction of traffic, landscaped areas and walkways, parking spaces and parking areas. In exercising its rights under this Section 27, Landlord shall make commercially reasonable efforts to avoid unreasonably interfering with Tenant's business operations in, and Tenant's Permitted Use of, the Premises.

28. Miscellaneous.

A. If any term or provision of this Lease, or the application thereof, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

B. Tenant agrees not to record this Lease or any short form or memorandum hereof.

C. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state in which the Building is located.

D. The term "**Force Majeure**" shall mean strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the reasonable control of Landlord or Tenant, as the case may be. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant (other than the payment of Rent and all other such sums of money as shall become due hereunder), such party shall not be liable or responsible for, there shall be excluded from the computation of such period of time, any delays due to events of Force Majeure.

E. Except as expressly otherwise herein provided, time is of the essence in this Lease.

F. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Building and Property referred to herein, and in such event and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

G. Tenant hereby represents to Landlord that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Landlord hereby represents to Tenant that it has dealt directly with and only with the Broker as a broker in connection with this Lease, and Landlord shall be responsible to pay Broker (including both the Broker for the Landlord or the Tenant) in connection with the transactions set forth herein pursuant to an agreement separate and apart from this Lease. Landlord and Tenant hereby indemnify and hold each other harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed by any broker or finder other than the Broker on account of the execution and/or renewal of this Lease due to any action of the indemnifying party.

H. If there is more than one Tenant, or if Tenant as such is comprised of more than one person or entity, the obligations hereunder imposed upon Tenant shall be joint and several obligations of all such parties. All notices, payments, and agreements given or made by, with or to any one of such persons or entities shall be deemed to have been given or made by, with or to all of them.

I. Tenant acknowledges that the financial capability of Tenant to perform its obligations hereunder is material to Landlord and that Landlord would not enter into this Lease but for its belief, based on its review of Tenant's financial statements, that Tenant is capable of performing such financial obligations.

Tenant hereby represents, warrants and certifies to Landlord that its financial statements previously furnished to Landlord were at the time given true and correct in all material respects and that there have been no material subsequent changes thereto as of the date of this Lease.

J. Notwithstanding anything to the contrary contained in this Lease, the expiration of the Lease Term, whether by lapse of time or otherwise, shall not relieve Tenant or Landlord from Tenant's or Landlord's obligations, respectively, accruing prior to the expiration of the Lease Term, and such obligations shall survive any such expiration or other termination of the Lease Term.

K. Landlord and Tenant understand, agree and acknowledge that (i) this Lease has been freely negotiated by both parties; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

L. The headings and titles to the paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. The term "including" shall be deemed to mean "including without limitation".

M. Landlord hereby represents and warrants to Tenant that it is the fee simple owner of the Property. Landlord and Tenant each hereby represent and warrant to the other that (a) it has authority to enter into this Lease, (b) this Lease is a legal, valid and binding obligation of the representing party, enforceable in accordance with its terms, (c) this Lease does not violate any provisions of any agreement or judicial or administrative order to which the representing party is a party or by which it or any of its assets are bound, (d) all consents necessary or required to enter into this Lease have been obtained, and (e) the person executing this Lease on behalf of the representing party is authorized to do so.

29. No Offer. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or an option. This Lease shall not be effective until an original of this Lease executed by both Landlord and Tenant is delivered to and accepted by Landlord, and this Lease has been approved by Landlord's mortgagee, if required.

30. Entire Agreement. This Lease, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter of this Lease and supersedes all prior agreements and understandings between the parties related to the Premises, including all lease proposals, letters of intent and similar documents. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, suitability, fitness for a particular purpose or of any other kind arising out of this Lease, all of which are hereby waived by Tenant, and that there are no warranties which extend beyond those expressly set forth in this Lease.

31. Limitation of Liability. Any liability of Landlord under this Lease shall be limited solely to its interest in the Property (and the rents, issues, profits and proceeds therefrom), and in no event shall any personal liability be asserted against Landlord, its members, or their respective members, partners, shareholders, officers, directors, agents or employees, in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord, its members, or their respective members, partners, shareholders, officers, directors, agents or employees. In no event shall Landlord be liable for consequential, special or punitive damages as a result of a breach or default under this Lease.

32. Landlord's Renovations. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, Property or any part thereof and that no representations respecting the condition of

the Premises, the Building or the Property have been made by Landlord to Tenant except as specifically set forth herein or in the Work Letter. However, Tenant acknowledges that Landlord may currently be renovating or may during the Lease Term renovate, improve, alter, or modify (collectively, the "Renovations") the Building, Premises and/or Property, including without limitation the Parking Areas, common areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) modifying the common areas and tenant spaces to comply with applicable laws and regulations, including, without limitation, regulations relating to the physically disabled, seismic conditions, and building safety and security, and (ii) installing new carpeting or other floor coverings, lighting, and wall coverings or painting in the Common Areas, and altering the exterior of the Building as part of a Building enhancement program, and in connection with such Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building or on the Real Property, limit or eliminate access to portions of the Real Property, including portions of the common areas, or perform work in the Building or on the Property, which work may create noise, dust or leave debris in the Building or on the Real Property. In exercising its rights under this Section 32, Landlord shall make commercially reasonable efforts to avoid unreasonably interfering with Tenant's Permitted Use or occupancy of the Premises. Notwithstanding the foregoing, however, Tenant hereby agrees that such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

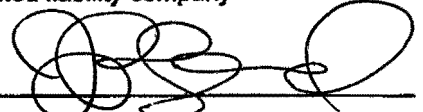
33. **Parking.** Landlord shall provide parking to Tenant as set forth in Exhibit H to this Lease.

[Signatures on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease.

LANDLORD:

BROADWAY 707 WILSHIRE FEE LLC,
a Delaware limited liability company

By: 


Name: Jason Temmel

Title: Executive Vice President / General Counsel

Date: April 11, 2006

TENANT:

MULTACOM CORPORATION,
a California corporation

By: 

Name: Karash Jahangiri

Title: CEO

By: _____

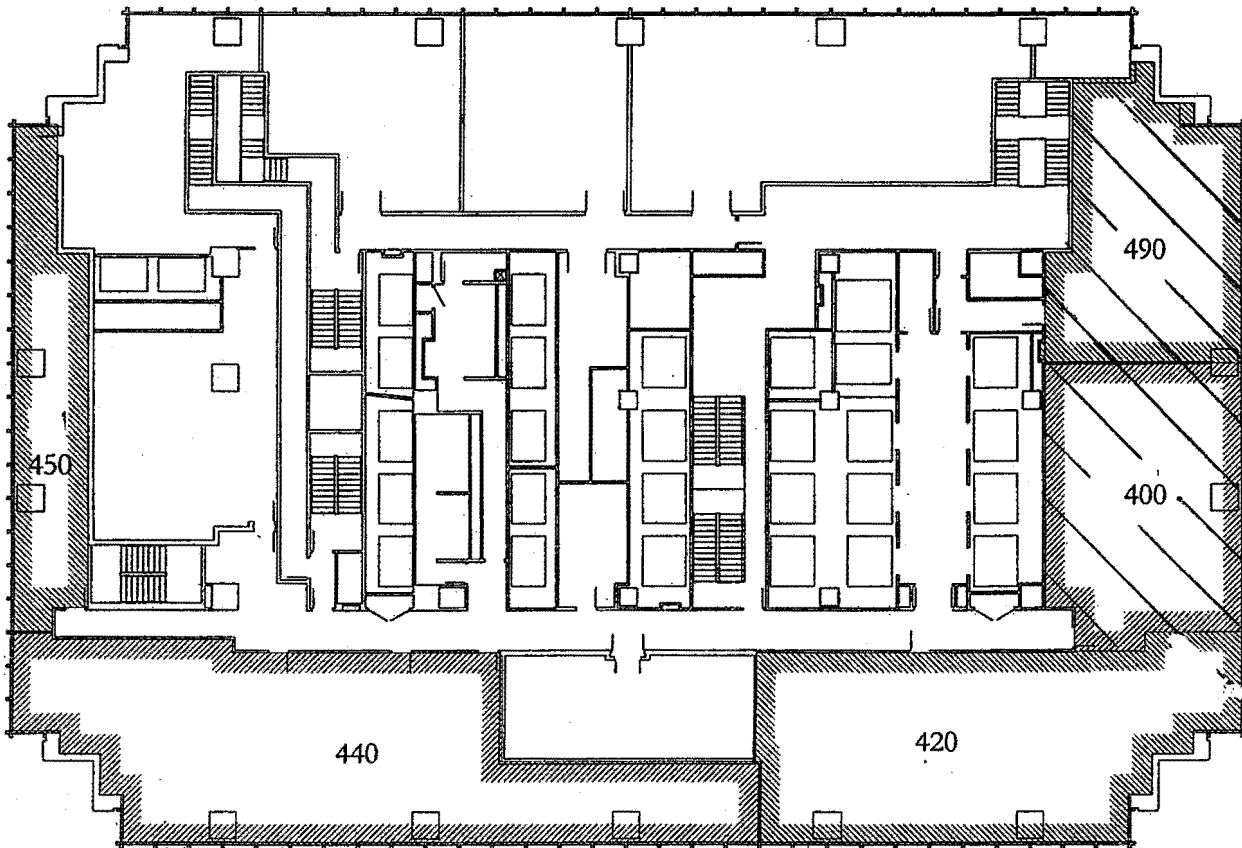
Name: _____

Title: _____

Date: _____, 2006

EXHIBIT A

OUTLINE AND LOCATION OF PREMISES



AON Center
Fourth Floor
707 Wilshire Boulevard, Los Angeles, CA



MGA006/04/4-004
May 20, 2002

EXHIBIT B

RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage associated therewith (if any), the Property and the appurtenances thereto:

1. Sidewalks, entrances, passageways, courts, corridors, vestibules, halls, elevators and stairways in and about the Building shall not be obstructed nor shall objects be placed against glass partitions, doors or windows which would be unsightly from the Building's corridors or from the exterior of the Building.
2. Plumbing, fixtures and appliances shall be used for only the purpose for which they were designed and no foreign substance of any kind whatsoever shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid for by Tenant and Landlord shall not in any case be responsible therefor.
3. Any sign, lettering, picture, notice, advertisement installed within the Premises which is visible from the public corridors within the Building shall be installed in such manner, and be of such character and style, as Landlord shall approve, in writing in its reasonable discretion. No sign, lettering, picture, notice or advertisement shall be placed on any outside window or door or in a position to be visible from outside the Building. Tenant shall not deface or damage any part of the Building.
4. Tenant shall not place any additional lock or locks on any door in the Premises or Building without Landlord's prior written consent. A reasonable number of keys to the locks on the doors in the Premises shall be furnished by Landlord to Tenant at the cost of Tenant, and Tenant shall not have any duplicate keys made. All keys and passes shall be returned to Landlord at the expiration or earlier termination of this Lease.
5. Movement in or out of the Building of bulky furniture or bulky office equipment, or dispatch or receipt by Tenant of any merchandise or materials which require the use of elevators, stairways, lobby areas, or loading dock areas, shall be reasonably restricted to hours designated by Landlord. Tenant must seek Landlord's prior approval by providing in writing a detailed listing of such activity. If approved by Landlord, such activity shall be under the supervision of Landlord and performed in the manner stated by Landlord. Landlord may prohibit any article, equipment or any other item from being brought into the Building if such item cannot be brought into the Building without causing damage to the Building. Tenant is to assume all risk for damage to articles moved and injury to persons resulting from such activity. If any equipment, property and/or personnel of Landlord or of any other tenant is damaged or injured as a result of or in connection with such activity, Tenant shall be solely liable for any and all damage or loss resulting therefrom. Notwithstanding the foregoing, or any other provision herein, given the nature of Tenant's Permitted Use of the Premises, Tenant will frequently require the movement of equipment and other property into and out of the Premises. At the reasonable request of Tenant, Landlord shall permit Tenant, and its customers, to move equipment and other property into and from the Premises without the requirement to obtain approval with respect to the same on each occasion.
6. All corridor doors, when not in use, shall remain closed. Tenant shall cause all doors to the Premises to be closed and securely locked when unoccupied for a prolonged period of time.
7. Tenant shall keep all electrical and mechanical apparatus owned by Tenant free of vibration and noise which may be transmitted beyond the Premises.

8. Canvassing, soliciting and peddling in or about the Building or Property is prohibited. Tenant shall cooperate and use its best efforts to prevent the same.
9. Tenant shall not use the Premises in any manner which would overload the standard heating, ventilating or air conditioning systems of the Building.
10. Tenant shall not utilize any equipment or apparatus in such manner as to create any magnetic fields or waves which adversely affect or interfere with the operation of any systems or equipment in the Building or Property.
11. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.
12. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusements devices and machines for sale of beverages, foods, candy, cigarettes or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees, and then only if such operation does not violate the lease of any other tenant in the Building.
13. Tenant shall utilize the pest extermination service designated by Landlord to control termites and pests in the Premises. Except as included in Basic Costs, Tenant shall bear the cost and expense of such extermination services.
14. Tenant shall not open or permit to be opened any window in the Premises.
15. To the extent permitted by law, Tenant shall not permit picketing or other union activity involving its employees or agents in the Building or on the Property, except in those locations and subject to time and other constraints as to which Landlord may give its prior written consent, which consent may be withheld in Landlord's sole discretion.
16. Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, with respect to the Premises, the Building, the Property and their respective use or occupancy thereof. Tenant shall not make or permit any use of the Premises, the Building or the Property, respectively, which is directly or indirectly forbidden by law, ordinance, governmental regulation or order, or direction of applicable public authority, or which may be dangerous to person or property.
17. Tenant shall not use or permit the Premises or any portion thereof to be used for lodging or sleeping, any illegal purpose or any purpose or use which would constitute a nuisance.
18. All deliveries to or from the Premises shall be made only at times, in the areas and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit the process of receiving deliveries to or from the Premises outside of said areas or in a manner which may unreasonably interfere with the use by any other tenant of its premises or any common areas, or any pedestrian use of such area.
19. Tenant shall carry out Tenant's permitted repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not unreasonably interfere with the rights of other tenants in the Building.
20. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents. Tenant, Tenant's agents, employees, contractors, guests and invitees shall comply with Landlord's reasonable requirements thereto.

21. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's opinion may tend to impair the reputation of the Building or its desirability for Landlord or its other tenants. Upon written notice from Landlord, Tenant will refrain from and/or discontinue such publicity immediately.
22. Neither Tenant nor any of its employees, agents, contractors, invitees or customers shall smoke anywhere within the Building or the parking structure serving the Building, including, without limitation, in the hallways or bathrooms of the Building. At Landlord's sole discretion, and to the extent permitted by law, smoking shall be allowed on the Property only in those portions of the Common Areas outside of the Building designated by Landlord as smoking areas.
23. Tenant shall not without Landlord's consent, which may be given or withheld at Landlord's sole and absolute discretion, receive, store, discharge, or transport firearms, ammunition, or weapons or explosives of any kind or nature at, on or from the Premises, the Building or the Property.
24. No cooking shall be done or permitted by Tenant on the Premises, except that use by Tenant of Underwriters' Laboratory-approved equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted and the use of a microwave shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

[END OF EXHIBIT B]

EXHIBIT C

PAYMENT OF BASIC COSTS

A. Commencing on the first (1st) day after the Base Year, and during each calendar year, or portion thereof, falling within the Lease Term thereafter, Tenant shall pay to Landlord as Additional Rent hereunder Tenant's Pro Rata Share of the amount by which (a) Basic Costs (as defined below) for the applicable calendar year exceeds Basic Costs for the Base Year, and (b) Taxes (as defined below) for the applicable calendar year exceeds Taxes for the Base Year. Prior to January 1 of each calendar year during the Lease Term in which the Additional Rent is owed, or as soon as practical thereafter, Landlord shall make a good faith, written, and reasonably-itemized estimate of Basic Costs and Taxes for the applicable full or partial calendar year and Tenant's Pro Rata Shares thereof. On or before the first day of each month during such calendar year, Tenant shall pay Landlord, as Additional Rent, a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of (1) Landlord's estimate of the amount by which Basic Costs for such calendar year will exceed Basic Costs for the Base Year, and (2) Landlord's estimate of the amount by which Taxes for such calendar year will exceed Taxes for the Base Year. Landlord shall have the right from time to time during any such calendar year to reasonably revise the estimate of Basic Costs and Taxes for such year and provide Tenant with a revised statements therefor (provided, however, Landlord agrees that Landlord shall not issue a revised statement more than twice in any calendar year for Basic Costs and twice in any calendar year for Taxes), and thereafter the amount Tenant shall pay each month shall be based upon such revised estimate. If Landlord does not provide Tenant with an estimate of the Basic Costs and/or Taxes by January 1 of any calendar year, Tenant shall continue to pay a monthly installment based on the previous year's estimate until such time as Landlord provides Tenant with an estimate of Basic Costs and/or Taxes for the current year. Upon receipt of such current year's estimate, an adjustment shall be made for any month during the current year with respect to which Tenant paid monthly installments of Additional Rent based on the previous year's estimate. Tenant shall pay Landlord for any underpayment within thirty (30) days after Landlord's written demand. Any overpayment of Additional Rent shall, at Landlord's option, be refunded to Tenant or credited against the installments of Additional Rent next coming due under the Lease. Any amount paid by Tenant based on any estimate shall be subject to adjustment pursuant to Paragraph B below when actual Basic Costs or actual Taxes, as applicable, are determined.

B. As soon as is practical following the end of each calendar year during the Lease Term (including the Base Year), Landlord shall furnish to Tenant a statement of Landlord's actual Basic Costs and Taxes for the previous calendar year. If for any calendar year the Additional Rent collected for the prior year, as a result of Landlord's estimate of Basic Costs or Taxes, is in excess of Tenant's Pro Rata Share of the amount by which Basic Costs or Taxes, as applicable, for such prior year exceeds Basic Costs or Taxes for the Base Year, then Landlord shall refund to Tenant any overpayment concurrently with Landlord's delivery to Tenant of such reconciliation statement (or at Landlord's option, except if this Lease has terminated, apply such amount against Additional Rent due or to become due hereunder), whether or not the Lease has terminated prior to the delivery of such reconciliation statement, it being understood that this clause shall survive the expiration of the Lease. Likewise, Tenant shall pay to Landlord, within twenty (20) days after Tenant's receipt of such reconciliation statement, any underpayment with respect to the prior year whether or not the Lease has terminated prior to receipt by Tenant of a statement for such underpayment, it being understood that this clause shall survive the expiration of the Lease.

C. Subject to the exclusions set forth below in Paragraph D, and in accordance with generally accepted accounting principals, consistently applied, Basic Costs shall mean all reasonable and substantiated direct and indirect costs, expenses paid and disbursements of every kind (subject to the limitations set forth below) which Landlord incurs, pays or becomes obligated to pay in each calendar year in connection with operating, maintaining, repairing, owning and managing the Building and the Property including but not limited to, the following:

- (a) All reasonable labor costs for all persons at or below the level of Property General Manager performing services required or utilized in connection with the operation, repair, replacement and maintenance of and control of access to the Building and the Property, including but not limited to amounts incurred for reasonable and customary wages, salaries and other compensation for services, professional training, payroll, social security, unemployment and other similar taxes, workers' compensation insurance, uniforms, training, disability benefits, pensions, hospitalization, retirement plans, group insurance or any other similar or like expenses or benefits.
- (b) All management fees in an amount not to exceed 3% of the annual gross receipts for the Property, the cost of equipping and maintaining a management office at the Building, accounting services, legal fees not attributable to leasing and collection activity, and all other administrative costs relating to the Building and the Property.
- (c) All rent and/or purchase costs of materials, supplies, tools and equipment used in the operation, repair, replacement and maintenance and the control of access to the Building and the Property.
- (d) All amounts charged to Landlord by contractors and/or suppliers for services, replacement parts, components, materials, equipment and supplies furnished in connection with the operation, repair, maintenance, replacement and control of access to any part of the Building, or the Property generally, including the heating, air conditioning, ventilating, plumbing, electrical, elevator and other systems and equipment of the Building and the garage. Major repair items shall be amortized in accordance with generally accepted accounting principles, consistently applied over the useful life of the item together with interest thereon at a rate that is reasonably equivalent to the interest rate that Landlord would be required to pay to finance the cost of the capital repair in question as of the date such capital repair is performed.
- (e) All premiums and deductibles paid by Landlord for fire and extended insurance coverage, earthquake and extended coverage insurance, liability and extended coverage insurance, Rent loss insurance, elevator insurance, boiler insurance and other insurance customarily carried from time to time by landlords of comparable office buildings in Downtown Los Angeles or required to be carried by Landlord's mortgagee.
- (f) Charges for all utilities for the Building, all premises in the Building (including the Premises) and for the Common Areas including but not limited to charges for water, electricity, gas and sewer, but excluding those electrical charges for which tenants are individually responsible or which are paid separately and directly by a tenant to Landlord.
- (g) All landscape expenses and costs of repairing, resurfacing and striping of the parking areas and garages of the Property, if any.
- (h) Cost of all maintenance service agreements for the Property, including those for equipment, alarm service, window cleaning, drapery or mini-blind cleaning, janitorial services, metal refinishing, pest control, uniform supply, landscaping and any parking equipment.
- (i) Cost of all other repairs, replacements (excluding any replacement and/or fundamental overhaul of Building systems and structural portions of the Building) and general maintenance of the Property and Building neither specified above

nor directly billed to tenants, including the cost of maintaining all interior Common Areas including lobbies, multi-tenant hallways, restrooms and service areas.

- (j) The amortized cost of capital improvements made to the Building or the Property which (a) reduce operating expense costs or otherwise improve the operating efficiency of the Property or Building but only to the extent of any actual cost savings and provided that such savings do not exclusively benefit any one particular tenant; or (b) are made to the Building after the Commencement Date to implement security measures at the Building and/or the Property, and that are required to comply with any laws, rules or regulations of any governmental authority or a requirement of Landlord's insurance carrier or (c) are for replacements (as opposed to additions or new improvements) of non-structural items located in the Common Areas which are required to keep the Common Areas in first class condition. The cost of any such capital improvements shall be amortized over the useful life of the capital improvement in accordance with generally accepted accounting principles, and shall, at Landlord's option, include interest at a rate that is reasonably equivalent to the interest rate that Landlord would be required to pay to finance the cost of the capital improvement in question as of the date such capital improvement is performed.
- (k) Any other charge or expense of any nature whatsoever which, in accordance with general industry practice and accepted accounting practices, consistently applied, with respect to the operation of a comparable first class office building, would be construed as an operating expense.

D. Basic Costs shall not include the following: (i) costs of improvement and alteration of tenant spaces (including initial tenant improvements for tenant spaces); (ii) costs of capital improvements, except as provided in Paragraph C above; (iii) depreciation, amortization (except as permitted in Paragraph C above) interest and principal payments on mortgages, and other debt costs, if any; (iv) real estate brokers' leasing commissions or compensation and advertising and other marketing expenses; (v) costs or other services or work performed for the singular benefit of another tenant or occupant (other than for Common Areas); (vi) legal, space planning, construction, and other expenses incurred in procuring tenants for the Building or renewing or amending leases with existing tenants or occupants of the Building; (vii) costs of advertising and public relations and promotional costs and attorneys' fees associated with the leasing of the Building; (viii) any expense for which Landlord actually receives reimbursement from insurance, condemnation awards, other tenants (other than through the payment of additional rent under such tenants' leases), or any other source; (ix) costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Building; (x) rental under any ground or underlying lease or leases; (xi) Taxes (which shall be payable separately from Basic Costs as provided in Paragraph A above); (xii) costs incurred by Landlord due to the violation by Landlord or any tenant of the terms and conditions of any lease agreement in the Building; (xiii) costs associated with the operation of the business of the entity which constitutes Landlord, intending by this exclusion to distinguish the costs or operation of the Common Areas, but not excluding the management fee referenced in Paragraph C above; and (xiv) costs arising from Landlord's charitable or political contributions. Notwithstanding anything to the contrary in this Exhibit C, Basic Costs for the Base Year shall not include the following: (i) Taxes attributable to extraordinary one-time special assessments, charges, costs or fees or extraordinary costs due to modifications or changes in governmental laws or regulations including, but not limited to, the institution of a split tax roll; (ii) amortized costs relating to capital improvements and capital repairs; (iii) market-wide labor-rate increases due to extraordinary circumstances, including, but not limited to, boycotts and strikes; and (iv) one-time special charges, costs or fees or any extraordinary charges or costs incurred with respect to utilities, including, without limitation, utility rate increases and other costs arising from extraordinary market circumstances, such as, by way of example, boycotts, "black-outs," "brown-outs," embargoes, strikes or other shortages of services or fuel (whether or not such shortages are deemed actual or manufactured), or any conservation surcharges, penalties or fines incurred by Landlord. If at any time after the Commencement Date, the Taxes and/or the utilities portion of Basic Costs decreases, then for purposes of the calendar year in which such

decrease occurs, and for all subsequent calendar years, the Taxes and/or utilities portions of Basic Costs during the Base Year shall be reduced by an amount equal to such decrease in Taxes and/or utilities. No reduction in any element of Basic Costs after the Base Year will reduce the Base Rent payable by Tenant hereunder or entitle Tenant to receive a credit against future installments of Basic Costs or other additional rent.

2. It is understood that Operating Expenses shall be reduced by all cash discounts, trade discounts, quantity discounts, rebates or other amounts received by Landlord or Landlord's managing agent in the purchase of any goods, utilities, or services in connection with the operation of the Building. If capital items which are customarily purchased by landlords of comparable Buildings are leased by Landlord, rather than purchased, the decision by Landlord to lease the item in question shall not serve to increase Tenant's Pro Rata Share of Basic Costs beyond that which would have applied had the item in question been purchased.

3. In the event any facilities, services or utilities used in connection with the Building are provided from another building owned or operated by Landlord or vice versa, the costs incurred by Landlord in connection therewith shall be allocated to Basic Costs by Landlord on a reasonably equitable basis.

E. "Taxes" shall mean (i) all real estate taxes and assessments on the Property, the Building or the Premises, and taxes and assessments levied in substitution or supplementation in whole or in part of such taxes, (ii) all personal property taxes for the Building's personal property, including license expenses, (iii) all taxes imposed on services of Landlord's agents and employees, (iv) all sales, use or other tax, excluding state and/or federal income tax now or hereafter imposed by any governmental authority upon rent received by Landlord, (v) all other taxes, fees or assessments now or hereafter levied by any governmental authority on the Property, the Building or its contents or on the operation and use thereof (except as relate to specific tenants), and (vi) all reasonable costs and fees incurred in connection with seeking reductions in or refunds in Taxes including, without limitation, any costs incurred by Landlord to challenge the tax valuation of the Building, but excluding income, franchise, capital stock, succession, transfer, gift, estate, and inheritance taxes imposed by the State of California or the United States or their respective agencies, branches, or departments. Estimates of real estate taxes and assessments for any calendar year during the Lease Term shall be determined based on Landlord's good faith estimate of the real estate taxes and assessments. Taxes and assessments hereunder are those accrued with respect to such calendar year, as opposed to the real estate taxes and assessments paid or payable for such calendar year. All reductions or refunds of Taxes (less any amounts expended by Landlord to obtain such reductions or refunds) shall be credited against all Taxes owed.

F. If the Building is not one hundred percent (100%) occupied during any calendar year of the Lease Term or if Landlord is not supplying services to at least one hundred percent (100%) of the Rentable Area of the Building at any time during any calendar year of the Lease Term, actual Basic Costs for purposes hereof shall, at Landlord's option, be determined as if the Building had been one hundred percent (100%) occupied and Landlord had been supplying services to one hundred percent (100%) of the Rentable Area of the Building during such year. If Basic Costs for any calendar year during the Lease Term are determined as provided in the foregoing sentence, Basic Costs for the Base Year shall also be determined as if the Building had been one hundred percent (100%) occupied and Landlord had been supplying services to one hundred percent (100%) of the Rentable Area of the Building. Notwithstanding the foregoing, Landlord shall not recover as Basic Costs more than one hundred percent (100%) of the actual Basic Costs paid by Landlord.

G. Upon not less than thirty (30) days prior written notice to Landlord, Tenant shall have the right to cause a reputable, certified public accountant to inspect, on a non-contingency basis, and audit at reasonable times and in a reasonable manner, during the nine (9) month period following the delivery of Landlord's statement of the actual amount of Basic Costs, such of Landlord's books of account and records as pertain to and contain information concerning Landlord's statement of actual Basic Costs and Taxes in order to verify the amounts thereof. Tenant agrees that any information obtained during an

inspection by Tenant of Landlord's books of account and records shall be kept in confidence by Tenant and its agents and employees and shall not be disclosed to any other parties, except to Tenant's attorneys, accountants and other consultants, or in connection with any proceeding related to any Basic Costs or Taxes. Any parties retained by Tenant to inspect Landlord's books of account and records shall not be compensated on a contingency fee basis. Tenant shall deliver a copy of the written results of such audit to Landlord within ten (10) Business Days after Tenant's receipt of the same. If Tenant's audit demonstrates that Tenant has overpaid Landlord, then Landlord shall refund any overpayment to Tenant within thirty (30) days after Landlord's receipt of such audit provided Landlord agrees with the results of such audit. If Tenant's audit demonstrates that Tenant has underpaid Landlord, then Tenant shall pay the amount of such underpayment to Landlord concurrently with Tenant's delivery of such audit to Landlord. In addition, if Tenant's audit demonstrates that Tenant has overpaid Basic Costs and Taxes for the accounting period in question by more than four percent (4%), then Landlord shall pay all of Tenant's reasonable costs and expenses incurred with respect to such audit provided Landlord agrees with the results of such audit. If Tenant shall not dispute any item or items included in the determination of Basic Costs for a particular Lease Year by delivering a written notice to Landlord generally describing in reasonable detail the basis of such dispute within nine (9) months after the statement for such year was delivered to it, Tenant shall be deemed to have approved such statement. During the pendency of any dispute over Basic Costs, Tenant shall pay, under protest and without prejudice, Tenant's Pro Rata Share of Basic Costs as calculated by Landlord.

[END OF EXHIBIT C]

EXHIBIT D

WORK LETTER AGREEMENT

1. **TENANT IMPROVEMENTS.** As used in the Lease and this Work Letter Agreement, the term "Tenant Improvements" or "Tenant Improvement Work" or "Tenant's Work" means those items of general tenant improvement construction shown on the Final Plans (described in Section 4 below), more particularly described in Section 5 below.

2. **WORK SCHEDULE.** Prior to commencing construction during the term of this Lease, Tenant will deliver to Landlord, for Landlord's review and approval, a schedule ("Work Schedule"), in the form of Schedule 3 attached hereto, which will set forth the timetable for the planning and completion of the installation of the Tenant Improvements.

3. **CONSTRUCTION REPRESENTATIVES.** Landlord hereby appoints the following person(s) as Landlord's representative ("Landlord's Representative") to act for Landlord in all matters covered by this Work Letter Agreement: Peter Anastassiou.

Tenant hereby appoints the following person(s) as Tenant's representative ("Tenant's Representative") to act for Tenant in all matters covered by this Work Letter Agreement: Kia Jahangiri.

All communications with respect to the matters covered by this Work Letter Agreement are to be made to Landlord's Representative or Tenant's Representative, as the case may be, in writing in compliance with the notice provisions of the Lease. Either party may change its representative under this Work Letter Agreement at any time by written notice to the other party in compliance with the notice provisions of the Lease.

4. **TENANT IMPROVEMENT PLANS**

(a) **Preparation of Space Plans.** Subject to Landlord's prior reasonable approval, Tenant shall have the right to select the architect for the Tenant Improvement Work. In accordance with the Work Schedule, Landlord agrees to meet with Tenant's architect and/or space planner for the purpose of promptly reviewing preliminary space plans for the layout of the Premises prepared by Tenant ("**Space Plans**"). To assist Tenant with its development of the Space Plans, Landlord shall, without cost or expense to Tenant, make available to Tenant such designs and plans of the Premises and the Building in Landlord's reasonable possession or control. The Space Plans are to be sufficient to convey the architectural design of the Premises and layout of the Tenant Improvements therein and shall be prepared in accordance with the requirements set forth in **Schedule 1** attached hereto and are to be submitted to Landlord in accordance with the Work Schedule for Landlord's approval. If Landlord reasonably disapproves any aspect of the Space Plans, Landlord will advise Tenant in writing of such disapproval and the reasons therefor in accordance with the Work Schedule. Tenant will then submit to Landlord for Landlord's approval, in accordance with the Work Schedule, a redesign of the Space Plans incorporating the revisions reasonably required by Landlord.

(b) **Preparation of Final Plans.** Based on the approved Space Plans, and in accordance with the Work Schedule, Tenant's architect will prepare complete architectural plans, drawings and specifications and complete engineered mechanical, structural and electrical working drawings for all of the Tenant Improvements for the Premises (collectively, the "**Final Plans**"). The Final Plans will show (a) the subdivision (including partitions and walls), layout, lighting, finish and decoration work (including carpeting and other floor coverings) for the Premises; (b) all internal and external communications and utility facilities which will require conduiting or other improvements from the base Building shell work and/or within common areas; and (c) all other specifications for the Tenant Improvements. The Final Plans will be submitted to Landlord for signature to confirm that they are consistent with the Space Plans. If Landlord reasonably disapproves any aspect of the Final Plans based on any inconsistency with the Space Plans, Landlord agrees to advise Tenant in writing of such disapproval and the reasons therefor

within the time frame set forth in the Work Schedule. In accordance with the Work Schedule, Tenant will then cause Tenant's architect to redesign the Final Plans incorporating the revisions reasonably requested by Landlord so as to make the Final Plans consistent with the Space Plans.

(c) **Requirements of Tenant's Final Plans.** Tenant's Final Plans will include locations and complete dimensions, and the Tenant Improvements, as shown on the Final Plans, will: (i) be compatible with the Building shell and with the design, construction and equipment of the Building; (ii) if not comprised of the Building standards set forth in the written description thereof set forth in **Schedule 2** attached hereto (the "**Standards**"), then compatible with and of at least equal quality as the Standards and approved by Landlord; (iii) comply with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction, and all applicable insurance regulations; (iv) not require Building service beyond the level Landlord is required to provide to Tenant pursuant to the Lease and will not overload the Building floors; and (v) be of a nature and quality consistent with the overall objectives of Landlord for the Building, as determined by Landlord in its reasonable but subjective discretion.

(d) **Submittal of Final Plans.** Once approved by Landlord, Tenant's architect will submit the Final Plans to the appropriate governmental agencies for plan checking and the issuance of a building permit. Tenant's architect, with Landlord's cooperation and prior reasonable approval, will make any changes to the Final Plans which are requested by the applicable governmental authorities to obtain the building permit. After approval of the Final Plans no further changes may be made without the prior written approval of both Landlord and Tenant.

(e) **Changes to Base, Shell and Core.** If the Final Plans or any amendment thereof or supplement thereto shall require changes in the base Building shell and core ("**Base, Shell and Core**"), the cost of such work will be performed by Tenant as part of the Tenant Improvement Work at Tenant's sole cost and expense, or at Landlord's election, by Landlord at Tenant's sole cost and expense. The Base, Shell and Core shall consist of the Building shell and exterior, the core area, including the necessary mechanical, electrical, sprinkler, plumbing, life safety, heating air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord, finished core area toilet rooms including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, and those portions of the Premises which were in existence prior to the construction of the Tenant Improvements. Except as otherwise set forth in this Lease, Tenant hereby accepts the Base, Shell and Core in their present "as is" condition and with no representations or warranties as to their condition or suitability for Tenant's purposes. To the extent the Base, Shell and Core must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall be considered part of the Tenant Improvements. Any items provided by Landlord in the Premises in addition to the Base, Shell and Core shall be paid for by Tenant.

5. **PAYMENT FOR THE TENANT IMPROVEMENTS.** Tenant shall be solely responsible for the payment of all costs and expenses concerning the Tenant Improvements (including, without limitation, all construction costs, design and architect fees, permit fees, and a construction administration fee, in an amount equal to five percent (5%) of the cost of the Tenant Improvements, to cover the services of Landlord's tenant improvement coordinator, which fee shall be paid to Landlord within ten (10) business days after invoice therefor). Landlord shall have no liability or obligation to pay any costs or expenses in connection with the Tenant Improvements.

6. **CONSTRUCTION OF TENANT IMPROVEMENTS.** Following Landlord's approval of the Final Plans, Tenant's contractor (selected as provided in Paragraph 9(n)) will commence and diligently proceed with the construction of the Tenant Improvements. Tenant shall use diligent efforts to cause its contractor to complete the Tenant Improvements in a good and workmanlike manner in accordance with the Final Plans and the Work Schedule. Tenant agrees to use diligent efforts to cause construction of the Tenant Improvements to commence promptly following the issuance of a building permit for the Tenant Improvements. Landlord shall have the right to enter upon the Premises to inspect Tenant's construction activities following reasonable advance notice Tenant.

7. **FREIGHT/CONSTRUCTION ELEVATOR.** Landlord will, consistent with its obligation to other tenants in the Building, if appropriate and necessary, make the freight/construction elevator reasonably available to Tenant in connection with the construction of the Tenant Improvements. Tenant agrees to pay for any after-hours staffing of the freight/construction elevator, if needed. Tenant shall pay any elevator company staffing charges incurred during stocking of Tenant's construction materials as well as the cost to reserve the freight elevator for Tenant's exclusive use during move-in.

8. **DELIVERY OF POSSESSION; SUBSTANTIAL COMPLETION**

(a) **Delivery of Possession.** Landlord agrees to use its commercially reasonable efforts to deliver possession of the Premises to Tenant in its "As-Is" condition within ten (10) Business Days after the mutual execution and delivery of this Lease ("Turnover Date").

(b) **Substantial Completion; Punch-List.** The Tenant Improvements will be deemed to be "substantially completed" when Tenant's contractor certifies in writing to Landlord and Tenant that Tenant has substantially performed all of the Tenant Improvement Work required to be performed by Tenant under this Work Letter Agreement, other than decoration and minor "punch-list" type items and adjustments which do not materially interfere with Tenant's use of the Premises; and Tenant has obtained a temporary certificate of occupancy or other required equivalent approval from the local governmental authority permitting occupancy of the Premises. Within ten (10) days after receipt of such certificates, Tenant and Landlord will conduct a walk-through inspection of the Premises and Landlord shall provide to Tenant a written punch-list specifying those decoration and other punch-list items which require completion, which items Tenant will thereafter diligently complete.

9. **MISCELLANEOUS CONSTRUCTION COVENANTS**

(a) **No Liens.** Tenant shall not allow the Tenant Improvements or the Building or any portion thereof to be subjected to any mechanic's, materialmen's or other liens or encumbrances arising out of the construction of the Tenant Improvements.

(b) **Diligent Construction.** Tenant will promptly, diligently and continuously pursue construction of the Tenant Improvements to successful completion in full compliance with the Final Plans, the Work Schedule, this Work Letter Agreement and all construction guidelines to be provided by Landlord to Tenant. Landlord and Tenant shall cooperate with one another during the performance of Tenant's Work to effectuate such work in a timely and compatible manner.

(c) **Compliance with Laws.** Tenant will construct the Tenant Improvements in a safe and lawful manner. Tenant shall, at its sole cost and expense, comply with all applicable laws and all regulations and requirements of, and all licenses and permits issued by, all municipal or other governmental bodies with jurisdiction which pertain to the installation of the Tenant Improvements. Copies of all filed documents and all permits and licenses shall be provided to Landlord. Any portion of the Tenant Improvements which is not acceptable to any applicable governmental body, agency or department, or not reasonably satisfactory to Landlord, shall be promptly repaired or replaced by Tenant at Tenant's expense. Notwithstanding any failure by Landlord to object to any such Tenant Improvements, Landlord shall have no responsibility therefor.

(d) **Indemnification.** Subject to the terms of the Lease regarding insurance and waiver of subrogation by the parties, Tenant hereby indemnifies and agrees to defend and hold Landlord, the Premises and the Building harmless from and against any and all suits, claims, actions, losses, costs or expenses of any nature whatsoever, together with reasonable attorneys' fees for counsel of Landlord's choice, arising out of or in connection with the Tenant Improvements or the performance of Tenant's Work (including, but not limited to, claims for breach of warranty, worker's compensation, personal injury or property damage, and any materialmen's and mechanic's liens).

(e) **Insurance.** Construction of the Tenant Improvements shall not proceed without Tenant first acquiring, or causing its contractors to acquire, workers' compensation and commercial general liability insurance and property damage insurance as well as "All Risks" builders' risk insurance, with minimum coverage of \$2,000,000 or such lesser amount as may be approved by Landlord in writing and issued by an insurance company reasonably satisfactory to Landlord. In addition to the foregoing, at Landlord's request, Tenant shall furnish to Landlord a completion and lien indemnity bond or other surety satisfactory to Landlord with respect to the performance of the Tenant Improvements. At least five (5) days before commencing the construction of the Tenant Improvements, certificates of such insurance shall be furnished to Landlord or, if requested, the original policies thereof shall be submitted for Landlord's approval. All such policies shall provide that thirty (30) days prior notice must be given to Landlord before modification, termination or cancellation. All insurance policies maintained by Tenant pursuant to this Work Letter Agreement shall name Landlord and any lender with an interest in the Premises as additional insureds and comply with all of the applicable terms and provisions of the Lease relating to insurance. Tenant's contractor shall be required to maintain the same insurance policies as Tenant, and such policies shall name Tenant, Landlord and any lender with an interest in the Premises as additional insureds.

(f) **Construction Defects.** Landlord shall have no responsibility for the Tenant Improvements and Tenant will remedy, at Tenant's own expense, and be responsible for any and all defects in the Tenant Improvements that may appear during or after the completion thereof whether the same shall affect the Tenant Improvements in particular or any parts of the Premises in general. Tenant shall indemnify, hold harmless and reimburse Landlord for any costs or expenses incurred by Landlord by reason of any defect in any portion of the Tenant Improvements constructed by Tenant or Tenant's contractor or subcontractors, or by reason of inadequate cleanup following completion of the Tenant Improvements.

(g) **Additional Services.** If the construction of the Tenant Improvements shall require that additional services or facilities (including, but not limited to, hoisting, cleanup or other cleaning services, trash removal, field supervision, or ordering of materials) be provided by Landlord, then Tenant shall pay Landlord for such items at Landlord's cost or at a reasonable charge if the item involves time of Landlord's personnel only. Electrical power and heating, ventilation and air conditioning shall be available to Tenant during normal business hours for construction purposes at no charge to Tenant.

(h) **Coordination of Labor.** All of Tenant's contractors, subcontractors, employees, servants and agents must work in harmony with and shall not interfere with any labor employed by Landlord, or Landlord's contractors or by any other tenant or its contractors with respect to the any portion of the Project. Tenant shall (i) construct, or cause Tenant's contractor to construct, all Tenant Improvements, and (ii) perform all of its obligations under this Lease, in such a manner as to avoid any labor dispute that causes or is likely to cause stoppage or impairment of work, deliveries or any other services in the Property. If there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor dispute, Tenant shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute, including, without limitation, (a) removing all disputants from the job site until such time as the labor dispute no longer exists, (b) seeking a temporary restraining order and other injunctive relief with regard to illegal union activities or a breach of contract between Tenant and Tenant's contractor, and (c) filing appropriate unfair labor practice charges.

(i) **Work in Adjacent Areas.** Any work to be performed in areas adjacent to the Premises shall be performed only after obtaining Landlord's express written permission, which shall not be unreasonably withheld, conditioned or delayed, and shall be done only if an agent or employee of Landlord is present; Tenant will reimburse Landlord for the expense of any such employee or agent.

(j) **HVAC Systems.** Tenant agrees to be entirely responsible for the maintenance or the balancing of any heating, ventilating or air conditioning system installed by Tenant and/or maintenance of the electrical or plumbing work installed by Tenant and/or for maintenance of lighting fixtures, partitions, doors, hardware or any other installations made by Tenant.

(k) **Coordination with Lease.** Nothing herein contained shall be construed as (i) constituting Tenant as Landlord's agent for any purpose whatsoever, or (ii) a waiver by Landlord or Tenant of any of the terms or provisions of the Lease. Any default by Tenant following the giving of notice and the passage of any applicable cure period with respect to any portion of this Work Letter Agreement shall be deemed a breach of the Lease for which Landlord shall have all the rights and remedies as in the case of a breach of said Lease.

(l) **Approval of Plans.** Landlord will not check Tenant drawings for building code compliance. Approval of the Final Plans by Landlord is not a representation that the drawings are in compliance with the requirements of governing authorities, and it shall be Tenant's responsibility to meet and comply with all federal, state, and local code requirements. Approval of the Final Plans does not constitute assumption of responsibility by Landlord or its architect for their accuracy, sufficiency or efficiency, and Tenant shall be solely responsible for such matters.

(m) **Tenant's Deliveries.** Tenant shall deliver to Landlord, at least five (5) days prior to the commencement of construction of Tenant's Work, the following information:

(i) The names, addresses, telephone numbers, and primary contacts for the general, mechanical and electrical contractors Tenant intends to engage in the performance of Tenant's Work; and

(ii) The date on which Tenant's Work will commence, together with the estimated dates of completion of Tenant's construction and fixturing work.

(n) **Qualification of Contractors.** Once the Final Plans have been proposed and approved, Tenant shall submit the names of its contractors and subcontractors for the construction of the Tenant Improvements to Landlord for approval, which approval shall not be unreasonably withheld. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job, if any, all as determined by Landlord. All work shall be coordinated with general construction work on the Site, if any.

(o) **Warranties.** Tenant shall cause its contractor to provide warranties for not less than one (1) year (or such shorter time as may be customary and available without additional expense to Tenant) against defects in workmanship, materials and equipment, which warranties shall run to the benefit of Landlord or shall be assignable to Landlord to the extent that Landlord is obligated to maintain any of the improvements covered by such warranties.

(p) **Landlord's Performance of Work.** Within ten (10) Business days after receipt of Landlord's notice of Tenant's failure to perform its obligations under this Work Letter Agreement, if Tenant shall fail to commence to cure such failure, Landlord shall have the right, but not the obligation, to perform, on behalf of and for the account of Tenant, subject to reimbursement of the cost thereof by Tenant, any and all of Tenant's Work which Landlord determines, in its reasonable discretion, should be performed immediately and on an emergency basis for the best interest of the Premises including, without limitation, work which pertains to structural components, mechanical, sprinkler and general utility systems, roofing and removal of unduly accumulated construction material and debris; provided, however, Landlord shall use reasonable efforts to give Tenant at least ten (10) days prior notice to the performance of any of Tenant's Work.

(q) **As-Built Drawings.** Tenant shall cause "As-Built Drawings" (excluding furniture, fixtures and equipment) to be delivered to Landlord and/or Landlord's representative no later than sixty (60) days after the completion of Tenant's Work. In the event these drawings are not received by such date, Landlord may, at its election, cause said drawings to be obtained and Tenant shall pay to Landlord, as additional rent, the cost of producing these drawings.

[END OF EXHIBIT]

SCHEDULE 1 to EXHIBIT D

SPECIFICATIONS FOR STANDARD IMPROVEMENT PACKAGE

- | | |
|------------------------|--|
| Demising Partition | A. 2 ½" – 25 gauge metal and stud 24" on center |
| | B. 5-8" drywall Type X one layer tenant side |
| | C. Full height from floor to underside of structure above |
| | D. Partition taped and sanded smooth ready to receive paint |
| | E. Batt insulation in cavity |
| | F. Furnish and install acoustical wall mold |
| | |
| Interior Partition | A. 2 ½" – 25 gauge metal studs – 24" on center |
| | B. 5/8" drywall, Type X one layer each side of stud |
| | C. Full height from slab to underside of ceiling grid |
| | D. Partition taped and sanded smooth ready to receive paint |
| | E. Fast mask at termination of partition at ceiling |
| | |
| Entrance Door Assembly | A. 3'-0" x 8'-6" quartered sapele mahogany wood door with 20 minute label |
| | B. Frame – 3'-0" x 8'-6" aluminum door frame (painted to match wall color) Western Integrated #WHI - 1328868 |
| | C. Hinge – 2 pair ball bearing to match frame – McKinney TA-2714 4 ½" x 4", dull chrome finish US26D |
| | D. Locks – Schlage #L9050 with #17A Lever and dull chrome finish US26D |
| | E. Smoke Seal |
| | F. Keyed to building master system |
| | |
| Interior Door Assembly | A. 3'-0" x 8'-6" quartered sapele mahogany wood door with 20 minute label |

SCHEDULE 1
TO
EXHIBIT D

-1-

- B. Frame – 3'-0" x 8'-6" aluminum door frame (painted to match wall color) Western Integrated #WHI - 1328868
 - C. Hinge – 2 pair ball bearing to match frame – McKinney TA-2714 4 ½" x 4", dull chrome finish US26D
 - D. Latchsets – Schlage #L9010 with #17A Lever dull chrome finish US26D
- Light Fixtures
- A. Air handling lithonia, 2' x 4' 3-lamp fixtures with F-32-T-8-4-100 Sylvania lamps – Para cube – 18 cell 3" deep
 - B. Ballasts – Motorola M3-RL-T8-1LL-277
- Light Switches
- A. Single pole 120-227V switch – Leviton #1221-W
- Convenience Outlets
- A. Square-D G2-BA or G2-BB with Leviton 5800-W-20 amp receptacle
 - B. Decora #16352-W-20 amp for wall installation
- Telephone
- A. Square-D G2-LA floor mount
 - B. All telephone runs in walls or ceiling to be ¾" conduit flex or EMT (NO plenum or BX cabling permitted). One home run from terminal board in suite to building telephone room of 1" flex conduit
- Heating, Ventilation & Air Conditioning
- A. All thermostats to be changed to new quick acting Honeywell
 - 1. A Stat – TP970A-2145 for interior zone
 - 2. B Stat – TP970B-2077 with cover for exterior zone
 - B. All high pressure duct tapped off of main loops must be clearly marked with high pressure reading clearly visible. All duct work to be insulated to code.
 - C. Mixing boxes to be Kruger Model LMHS26 single duct, Kruger Model LMHD60 double duct.

SCHEDULE 1

TO

EXHIBIT D

-2-

- D. All sharp bends in ducting to be eliminated.
 - E. Complete air balance report
- Fire Protection
- A. All sprinkler heads must be GB-QR-1/2 x 155 CHSSP 3 Mil Glass Bulb UL/ULC. Any other call out must be quick response.
- Ceiling Systems
- A. Donn Fineline ceiling grid with Armstrong Cortega 24" x 24" tile, 3/4" tile, 1/8" reveal tegular
- Floor Covering
- A. Carpet-Designweave "New Tempest" series carpet or equivalent installed over 50 ounce rubber or jute pad. Antron nylon dense standard colors.
- Base
- A. Burke vinyl 4" top set base – building standard colors
- Vinyl Composite Tile (VCT)
- A. Armstrong standard Excelon 12" x 12" x 1/8"
- Painting
- A. Two coats flat finish, building standard colors, maximum three colors with one color per room – Sinclair paint or equivalent
- Exit Signs
- A. Lithonia "Precise Collection" edge lit LED clear acrylic with green letters and white finish trim
- Window Coverings
- A. On the north side of the Building - solar vertical systems, pattern SVS-515, white/dawn color
 - On the south, east and west sides of the Building - solar vertical systems, pattern SVS-615, white/dawn color
 - 3 1/2" wide fabric vanes installed on SVS-8000 series hardware, black finish

SCHEDULE 1
TO
EXHIBIT D

SCHEDULE 2 to EXHIBIT D

Space Plan
FORMAT AND SPECIFICATIONS

FINAL SPACE PLAN REQUIREMENTS

The Final Space Plan shall include floor plans (not less than 1/8" scale) indicating:

Quantity, location and type of all partitions.

Quantity, location and type of all doors.

Quantity, location and type of glass partitions and windows.

Size and location of telephone equipment room.

Critical dimensions necessary for construction.

Quantity and location of all electrical items (i.e., a reflected ceiling plan and power plan) including outlets, switches, telephone outlets, separate circuit or isolated ground outlets, floor corings and lighting, etc.

Quantity, location and type of equipment that will require special electrical requirements.

Quantity and location, including weight per square foot and description, of any exceptionally heavy equipment or filling system exceeding 50 pounds per square foot liveload.

Requirements of special air conditioning or ventilation.

Type of floor coverings.

Quantity, location and type of wall coverings.

Quantity, location and type of plumbing.

Quantity, location and type of appliances and kitchen equipment.

Quantity, location and type of millwork.

Location and size of any floor openings required.

FINAL WORKING DRAWINGS REQUIREMENTS

1. **Architectural Floor Plan**. The Architectural floor plan shall include floor plans (not less than 1/8" scale) indicating:

Room numbers and room descriptions.

Keyed partition types with complete dimensioned location. Notations indicating that partition locations must be determined at the time of construction are not acceptable.

SCHEDULE 2
TO
EXHIBIT D

Keyed door types and hardware sets sufficient to determine all of the required details of construction and all hardware components.

Keyed architectural sections, elevations, and details of construction for such items as millwork, control joints, hanging rods, shelving, soffits, and special gyp board assemblies, etc.

All required materials, finishes, and assembly support relationships.

All required dimensional information, especially note that the excessive use of field verified dimensions will extend the construction period of custom tenant improvements which is a schedule extension attributable to the Tenant's custom requirements.

All detailed items should be coordinated and cross referenced with the plan drawings, especially such items as rough blocking and attachment locations. Cross references requiring the Architect's presence at the jobsite are unacceptable to the Landlord since the reliance on this field technique has proven to be ineffective in expediting construction.

Location of soffits and special ceiling construction should be dotted to show relationships to plan elements.

2. Electrical Location Floor Plan. The Electrical location floor plan shall include floor plans not less than 1/8" scale) indicating:

Room numbers and room descriptions.

Location of all telephone, data, and electrical outlets. Location of these items should be dimensioned only if final placement is critical. Unless specifically noted, the final placement of these items will be approximately to scale and to the nearest stud location. Dimension all floor mounted telephone and electrical outlets.

3. Architectural Reflected Ceiling Plan. The architectural reflected ceiling plan shall indicate (In not less than 1/8" scale):

Room numbers and designations.

Location of all fixed ceiling elements such as fluorescent lighting fixtures, custom tenant lighting fixtures, exit signs, emergency lighting fixtures, emergency communication speakers, tenant sound and paging speakers, special integrated ceiling assemblies or details, etc.

Complete indication of the tile grid pattern in order to precisely locate all of these ceiling elements. Dimensions should be indicated only where the relationship to the tile grid pattern is not maintained or is ambiguous.

Indicate any special assemblies which either contact the ceiling or come within 1'6" of the ceiling such as full-height millwork assemblies, file or library shelving, etc.

Indicate all drywall ceilings, lightcoves, drapery pockets, soffits, etc., and keyed to details of work.

Indicate all doors and door swings.

Indicate all ceiling heights that are not standard (8'9").

SCHEDULE 2
TO
EXHIBIT D

4. The Finish Plan. The Final Plan (not less than 1/8" scale) shall indicate:

Room numbers and room descriptions.

Wall finish plan indicating location, color and type of wall covering and paint.

Floor finish plan indicating location and color of carpeting, vinyl flooring and any special flooring materials.

5. Millwork Details.

The architect shall prepare drawings in sufficient detail for construction or fabrication of all millwork components.

If required, a separate 1/8" = 1'0" plan showing location of millwork shall be prepared.

6. Custom Detail Sheets. The Architect shall prepare drawings in sufficient detail for construction or fabrication of any non-standard or custom treatments for leasehold improvements.

7. Furniture Plan (Optional). The furniture plan (not less than 1/8" scale) shall indicate:

Room numbers and room descriptions.

All furniture and equipment should be shown including seating arrangements.

Equipment with special electrical and environmental characteristics must be labeled and cross-referenced to the equipment schedule on the electrical engineered drawings.

Any areas with special environmental or structural design considerations should be shown as a means of highlighting these requirements.

8. Tenant Engineered Drawings.

The Architect will be responsible for providing structural, mechanical, and electrical input for special conditions. Particular reference is made to the voltage and amperage requirements for special outlets. In addition, dedicated circuits must be clearly identified and heat load of office copiers, etc., must also be identified.

The Architect will be responsible to submit mylar reproducible of each of the following drawings to the Engineers:

Electrical Power plan locating all telephone, data and electrical outlets. Location of these items should be dimensioned only if placement is critical. Dimension all floor mounted telephone and electrical outlets. Submit one mylar reproducible for electrical circuiting.

Reflected ceiling plan. Layout of the building ceiling grid and location of all light fixtures and light fixtures. Submit two mylar reproducible for electrical circuiting and HVAC layout.

Plumbing plan. A copy of the floor plan indicating all locations of all items requiring water or waste. Submit one mylar reproducible for plumbing layout.

SCHEDULE 2
TO
EXHIBIT D

Structural loading plan. For tenant spaces with concentrated loads, a plan indicating location, type weight and other information required by the structural engineers will be submitted for review. This information will be required for file rooms, libraries, or other heavy equipment or loading conditions.

SCHEDULE 2
TO
EXHIBIT D

-4-

SCHEDULE 3 to EXHIBIT D

WORK SCHEDULE

	Event or Item	Date for Satisfaction
1.	Preparation of Space Plans (T)	Within ___ days following lease execution
2.	Approval or Disapproval of Space Plans (LL)	Within ___ days following LL's receipt of Space Plans
3.	Resubmittal of Space Plans (T)	Within ___ days following T's receipt of LL's comments
4.	Outside Date for Approval of Space Plans (T & LL)	Within ___ days following LL's receipt of Space Plans
5.	Preparation of Final Plans (T)	Within ___ days of approval of Space Plans
6.	Approval or Disapproval of Final Plans (LL)	Within ___ days following LL's receipt of Final Plans
7.	Resubmittal of Final Plans (T)	Within ___ days following T's receipt of LL's comments
8.	Outside Date for approval of Final Plans (T & LL)	Within ___ days following LL's receipt of Final Plans
9.	Submittal of Final Plans to City (T)	Upon approval of Final Plans
10.	Tenant to obtain Building Permits(T)	Within ___ days of submittal of Final Plans
11.	Commence Construction of Tenant Improvements (T)	Following approval of Final Plans and issuance of building permit
12.	Complete Tenant Improvements (T)	Within ___ days following commencement of construction subject to "Force Majeure Delays"

SCHEDULE 3
TO
EXHIBIT D

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F

COMMENCEMENT LETTER

Date _____

Tenant _____

Address _____

Re: Commencement Letter with respect to that certain Lease dated _____ by and between BROADWAY 707 WILSHIRE FEE LLC, a Delaware limited liability company, as Landlord, and _____, a(n) _____, as Tenant, for a Rentable Area in the Premises of _____ square feet on the _____ floor of the Building located at 707 Wilshire Boulevard, Los Angeles, California.

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant hereby accepts possession of the Premises and agrees as follows:

The Commencement Date of the Lease is _____;

The Expiration Date of the Lease is _____.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all three (3) copies of this Commencement Letter in the space provided and returning two (2) fully executed copies of the same to my attention.

Sincerely,

XXXXXXXXXX

Property Manager, as agent for Landlord

Agreed and Accepted:

TENANT:

By: _____

Name: _____

Title: _____

EXHIBIT G
INTENTIONALLY OMITTED

EXHIBIT H

PARKING

Landlord shall make available to Tenant at the commencement of, and throughout, the Term of this Lease the use of three (3) parking passes for unreserved parking in the Parking Areas (the "Tenant's Passes"); provided, however, up to two (2) of Tenant's Passes may be converted to reserved or valet parking; provided, further, that subject to the foregoing restriction, Tenant must notify Landlord in writing within ten (10) days of the execution hereof of the actual number of Tenant's Passes which Tenant elects to use, and whether such passes shall be unreserved, reserved or valet. Landlord shall have no obligation to make any parking passes available to Tenant other than the number of the Parking Passes which Tenant has so elected to use. If Tenant desires any parking passes in addition to the Tenant's Passes, up to nine (9) such additional passes may be made available by Landlord to Tenant subject to availability and Tenant will be charged the prevailing rate charged from time to time for such additional parking passes at the location of such passes.

Tenant shall pay to Landlord, for each automobile parking pass rented by Tenant on a monthly basis, the prevailing rate charged from time to time for parking passes at the location of such passes. As of the date hereof the current cost for parking passes (including City parking tax) is \$165.00 per pass per month for tandem parking, \$215.00 per pass per month for unreserved, non-tandem parking, \$275.00 per pass per month for reserved parking and \$280.00 per pass per month for valet parking. Tenant's continued right to use the parking passes is conditioned upon Tenant abiding by all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility where the passes are located and upon Tenant's cooperation in seeing that Tenant's employees and visitors also comply with such rules and regulations. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Parking Areas and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close off or restrict access to the Parking Areas, or relocate Tenant's parking passes to other parking structures and/or surface parking areas within a reasonable distance of the Premises, for purposes of permitting or facilitating any such construction, alteration or improvements with respect to the Parking Areas or to accommodate or facilitate renovation, alteration, construction or other modification of other improvements or structures located on the Real Property. In the exercise of the foregoing rights, Landlord shall make commercially reasonable efforts to avoid unreasonably interfering with Tenant's Permitted Use and occupancy of the Premises. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord and such owner. The parking rates charged by Landlord for Tenant's parking passes shall be inclusive of any parking tax or other charges imposed by governmental authorities in connection with the use of such parking, which taxes and/or charges shall be paid directly by Tenant or the parking users, or, if directly imposed against Landlord, Tenant shall reimburse Landlord for all such taxes and/or charges concurrent with its payment of the parking rates described herein.

It is hereby agreed and understood that Landlord's sole obligation hereunder is to make Tenant's Passes available to Tenant. Tenant's right to the use of Tenant's Passes shall be subject to compliance with the rules and regulations set forth below and those reasonable and non-discriminatory rules and regulations promulgated from time-to-time by Landlord, and shall be subject to termination for violation of any such rules or regulations upon notice from Landlord. Except to the extent caused by the negligence or willful misconduct of Landlord, Landlord shall have no liability whatsoever for any property damage, loss or theft and/or personal injury which might occur as a result of or in connection with the use of Tenant's Passes by Tenant, its employees, agents, servants, customers, invitees and licensees.

1. Every parker is required to park and lock his/her own vehicle. All responsibility for damage to or loss of vehicles is assumed by the parker and Landlord shall not be responsible for any such damage or loss by water, fire, defective brakes, the act or omissions of others, theft, or for any other cause except to the extent caused by the negligence or willful misconduct of Landlord.

2. Tenant shall not park or permit its employees to park in any parking areas designated by Landlord as areas for parking by visitors to the Property. Tenant shall not leave vehicles in the parking areas overnight (other than in connection with any Tenant's Pass for reserved spaces, if any) nor park any vehicles in the parking areas other than automobiles, motorcycles, motor driven or non-motor driven bicycles or four wheeled trucks.
3. Parking stickers or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device in the possession of an unauthorized holder will be void.
4. No overnight or extended term storage of vehicles shall be permitted except in reserved parking areas for periods not to exceed two (2) days.
5. Vehicles must be parked entirely within painted stall lines of a single parking stall.
6. All directional signs and arrows must be observed.
7. The speed limit within all parking areas shall be five (5) miles per hour.
8. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; and (f) in reserved spaces and in such other areas as may be designated by Landlord or Landlord's parking operator.
9. Loss or theft of parking identification devices must be reported to the Management Office immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have an identification device.
10. Any parking identification devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution.
11. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.
12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations.
13. If the Lease terminates for any reason whatsoever, Tenant's right to park in the parking facilities shall terminate concurrently therewith.
14. Tenant agrees to sign a parking agreement with Landlord or Landlord's parking operator within five (5) days of request, which agreement shall provide the manner of payment of monthly parking fees and otherwise be consistent with the Lease and these rules and regulations.
15. Landlord reserves the right to refuse the sale or use of monthly stickers or other parking identification devices to any tenant or person who willfully refuse to comply with these rules and regulations and all city, state or federal ordinances, laws or agreements.
16. Subject to any parking rental schedule set forth in this Exhibit H, Landlord reserves the right to establish and change parking fees, and to modify and/or adopt such other reasonable and non-discriminatory rules and regulations for the parking facilities as it deems necessary for the operation of the parking facilities. Landlord may refuse to permit any person who violates these rules to park in the

parking facilities, and any violation of the rules shall subject the vehicle to removal, at such vehicle owner's expense.

EXHIBIT I

RIDER CONCERNING TENANT'S CUSTOMERS' ACCESS TO PREMISES



**RIDER TO CO-LOCATION AGREEMENT
(707 WILSHIRE COLOCATION FACILITY)**

This Rider to Colocation Agreement ("**Rider**") shall supplement that certain Colocation Agreement dated _____, 200_ ("**Agreement**") between _____ ("**Customer**") and Multacom Corporation, a California corporation ("**Multacom**"). Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement.

A. PURPOSE. Customer acknowledges that the Colocation Space is located on the 4th floor of the building located at 707 Wilshire Boulevard, Los Angeles, California ("**Premises**"), and Customer's access to the Colocation Space is subject to the terms of that certain Office Lease dated _____, 2006 ("**Lease**"), between Multacom and Broadway 707 Wilshire Fee LLC ("**Landlord**"). The purpose of this Rider is to set forth additional terms and conditions of the Lease governing Customer's access to the Colocation Space. This Rider shall not be modified or amended without the prior written consent of Landlord. Customer and Multacom each hereby acknowledge and agree that Landlord is a third party beneficiary of the Agreement as supplemented by this Rider, and Landlord is entitled to enforce the terms and conditions of the Agreement and this Rider and exercise all rights and remedies available to it in law or in equity.

B. SCOPE OF ACCESS RIGHT. Customer may access the Colocation Space only if escorted and supervised by a representative of Multacom. Customer acknowledges that it has been granted only a license to place its Customer Equipment in the Colocation Space located on the Premises and that it has not been granted any easement, leasehold, sublease, assignment or any other real or personal property interests in the Premises and that it has no ownership or other property rights as a tenant, subtenant, assignee or otherwise in the Premises. Customer may not alter or improve the Colocation Space without the prior written approval of Landlord. All rights granted to Customer under the Agreement and this Rider are subject to, and no greater than, the rights of Multacom under the Lease. In no event shall Customer use the Premises, or permit any of its agents, employees, representatives, contractors, subcontractors or consultants to use, the Premises for any unlawful purpose or in violation of the Lease. Any termination or limitation of the Lease by Landlord, Multacom, or any successor or assignee of either of them will likewise limit or terminate, as applicable, Customer's rights under the Agreement and this Rider.

C. INSURANCE. As a condition to Customer's right of access to the Premises, Customer and each contractor, subcontractor and consultant performing any services in, on or about the Premises on Customer's behalf shall obtain and maintain with reputable and financially solvent insurers which are licensed to do business in the State of California, commercial general liability insurance covering liability to persons or property for activities of Customer in and upon the Premises. Customer must be accompanied at all times by an authorized representative of Multacom while on the Premises; provided, however, that Multacom will grant Customer access to the Premises without being accompanied by an authorized representative of Multacom if, prior to Customer's unaccompanied entry in, on or about the Premises, Customer first delivers a certificate of insurance to Multacom and Landlord which shows the following entities as additional named insureds on Customer's commercial general liability insurance policy: Broadway 707 Wilshire Fee LLC, Broadway Real Estate Partners, LLC, Broadway Real Estate Services, LLC, Greenwich Capital Financial Products, Inc., and any other entities which Multacom receives written notice of from Landlord from time to time. In addition, such certificate of insurance shall state that the insurance will not be canceled, reduced or materially changed without thirty (30) days' prior written notice to Landlord. No provision contained in this Rider will limit Customer's or its contractors', subcontractors' and consultants' liability to Landlord, its directors, officers, employees, agents and/or representatives to the limits of insurance certified or carried.

D. INDEMNIFICATION AND LIMITATION OF LIABILITY. Customer shall indemnify and hold harmless Landlord and its officers, directors, shareholders, trustees, members, agents, employees, affiliates, attorneys, successors and assigns from and against any and all claims, demands, costs, damages, losses, liabilities and expenses including attorneys' fees, of any nature (whether known, unknown, liquidated, special, incidental, indirect, consequential, contingent, foreseeable, unforeseeable, voluntary or involuntary) arising out of any and all claims, demands, action, suits or proceedings ("**Claims**") relating to or arising out of (1) Customer's installation, use, operation, maintenance or removal of the Customer Equipment; (2) any act or omission by Customer or any contractor, subcontractor, employee, agent, consultant or representative of Customer in, on or about the Premises, the building in which the Premises are located, and/or the real property on which such building is located; (3) any breach by Customer of this Agreement; or (4) any other claims otherwise arising from Customer's negligence or willful misconduct. Landlord shall have the right, upon giving Customer written notice, to require Customer to defend Landlord against any such Claim arising hereunder with counsel acceptable to Landlord. In all events, Customer shall pay all costs, including litigation costs, judgments, decrees, or damages awarded or resulting from any such Claim and settlements thereof, and reasonable attorneys' fees. Upon notice thereof, Landlord shall notify Customer of any such Claim, and shall cooperate with Customer in the defense or settlement of any such Claim. The Customer Equipment and any other personal property in the Premises which belongs to Customer shall be located in the Colocation Space at the sole risk of Customer. Landlord shall not be liable for damage, theft, misappropriation or loss to the Customer Equipment or any personal property of Customer. The provisions of this Section shall survive the termination or earlier expiration of the Agreement.

Multacom:

Customer:

By: _____

By: _____

Title: _____

Title: _____

Rider - 1

EXTENSION OPTION RIDER

RIDER NO. 1 TO OFFICE LEASE

This Rider No. 1 is made and entered into by and between Broadway 707 Wilshire Fee LLC, Delaware limited liability company ("**Landlord**"), and Multacom Corporation, a California corporation ("**Tenant**"), as of the day and year of the Lease between Landlord and Tenant to which this Rider is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below shall be deemed to be part of the Lease and shall supersede any inconsistent provisions of the Lease. All references in the Lease and in this Rider to the "**Lease**" shall be construed to mean the Lease (and all exhibits and Riders attached thereto), as amended and supplemented by this Rider. All capitalized terms not defined in this Rider shall have the same meaning as set forth in the Lease.

1. Landlord hereby grants to Tenant two (2) options (each, an "**Extension Option**") to extend the Lease Term for two (2) additional periods of five (5) years (each, an "**Option Term**"), on the same terms, covenants and conditions as provided for in the Lease during the initial Lease Term, except for (a) Waived Rent, and (b) the Monthly Basic Rent, which shall equal the greater of (i) the Monthly Basic Rent payable by Tenant during the last month of the initial Lease Term (in the case of the first Extension Option) or during the last month of the first Option Term (in the case of the second Extension Option), or (ii) the "**fair market rental rate**" for the Premises for the applicable Option Term as defined and determined in accordance with the provisions of Section 3 below.

2. Each Extension Option must be exercised, if at all, by written notice ("**Extension Notice**") delivered by Tenant to Landlord no sooner than that date which is three hundred sixty (360) days and no later than that date which is two hundred seventy (270) days prior to the expiration of the initial Lease Term (in the case of the first Extension Option) or the expiration of the first Option Term (in the case of the second Extension Option). An Extension Option shall, at Landlord's sole option, not be deemed to be properly exercised if, at the time such Extension Option is exercised or on the scheduled commencement date for the applicable Option Term, Tenant has (a) committed an uncured event of default whose cure period has expired pursuant to Section 18 of the Lease, (b) assigned all or any portion of the Lease or its interest therein, except pursuant to a Permitted Transfer, or (c) sublet more than fifty percent (50%) of the Premises. Provided Tenant has properly and timely exercised an Extension Option, the initial Lease Term shall be extended by the first Option Term (in the case of the first Extension Option) or the first Option Term shall be extended by the second Option Term (in the case of the second Extension Option), and all terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that the applicable Monthly Basic Rent shall be as set forth above.

3. If Landlord determines that the Monthly Basic Rent for an Option Term shall be the Monthly Basic Rent payable by Tenant during the last month of the initial Lease Term or the last month of the first Option Term, as the case may be, pursuant to Section 1(b)(i) above, such determination shall be conclusive, Tenant shall have no right to object thereto, the Monthly Basic Rent for the applicable Option Term shall increase by three percent (3%) each year during the applicable Option Term and the following provisions regarding the determination of the fair market rental rate shall not apply. If, however, Landlord determines that the Monthly Basic Rent for the applicable Option Term shall be the fair market rental rate pursuant to Section 1(b)(ii) above, then such fair market rate shall be determined in accordance with the Fair Market Rental Rate Rider attached to the Lease as Rider No. 2.

4. Notwithstanding the fair market rental rate determined pursuant to Section 3 above, in no event shall the Monthly Basic Rent payable during any Option Term be less than the Monthly Basic Rent payable during the last month of the immediately preceding Lease Term or Option Term, as the case may be.

FAIR MARKET RENTAL RATE RIDER

RIDER NO. 2 TO OFFICE LEASE

This Rider No. 2 is made and entered into by and between Broadway 707 Wilshire Fee LLC, a Delaware limited liability company ("Landlord"), and Multacom Corporation, a California corporation ("Tenant"), as of the day and year of the Lease between Landlord and Tenant to which this Rider is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below shall be deemed to be part of the Lease and shall supersede any inconsistent provisions of the Lease. All references in the Lease and in this Rider to the "Lease" shall be construed to mean the Lease (and all exhibits and Riders attached thereto), as amended and supplemented by this Rider. All capitalized terms not defined in this Rider shall have the same meaning as set forth in the Lease.

1. The term "fair market rental rate" as used in the Lease and any Rider attached thereto shall mean the annual amount per square foot, projected during the applicable Option Term, that a willing, non-equity renewal tenant (excluding sublease and assignment transactions) would pay, and a willing institutional landlord of a first class office building located in Downtown Los Angeles, California area (the "Comparison Area") would accept, in an arm's length transaction (what Landlord is accepting in then current transactions for the buildings located in the Project may be used for purposes of projecting rent for the applicable Option Term), for space of comparable size, quality and floor height as the Premises, not taking into account the age, quality and layout of the existing improvements in the Premises, and taking into account items that professional real estate brokers or professional real estate appraisers customarily consider, including, but not limited to, rental rates, space availability, tenant size, tenant improvement allowances, parking charges and any other lease considerations, if any, then being charged or granted by Landlord or the lessors of such similar office buildings. All economic terms other than Monthly Basic Rent, such as tenant improvement allowance amounts, if any, operating expense allowances, parking charges, etc., will be factored into the determination of the fair market rental rate for the applicable Option Term. Accordingly, the fair market rental rate will be an effective rate, not specifically including, but accounting for, the appropriate economic considerations described above.

2. In the event where a determination of fair market rental rate is required under the Lease, Landlord shall provide written notice of Landlord's determination of the fair market rental rate not later than ninety (90) days after the last day upon which Tenant may timely exercise the right giving rise to the necessity for such fair market rental rate determination. Tenant shall have ten (10) Business Days ("Tenant's Review Period") after receipt of Landlord's notice of the fair market rental rate within which to accept such fair market rental rate or to reasonably object thereto in writing. Failure of Tenant to so object to the fair market rental rate submitted by Landlord in writing within Tenant's Review Period shall conclusively be deemed Tenant's disapproval thereof. If within Tenant's Review Period Tenant reasonably objects to or is deemed to have disapproved the fair market rental rate submitted by Landlord, Landlord and Tenant will meet together with their respective legal counsel to present and discuss their individual determinations of the fair market rental rate for the Premises under the parameters set forth in Paragraph 1 above and shall diligently and in good faith attempt to negotiate a rental rate on the basis of such individual determinations. Such meeting shall occur no later than ten (10) days after the expiration of Tenant's Review Period. The parties shall each provide the other with such supporting information and documentation as they deem appropriate. At such meeting if Landlord and Tenant are unable to agree upon the fair market rental rate, they shall each submit to the other their respective best and final offer as to the fair market rental rate. If Landlord and Tenant fail to reach agreement on such fair market rental rate within five (5) business days following such a meeting (the "Outside Agreement Date"), each party's determination shall be submitted to appraisal in accordance with the provisions of Section 3 below.

3. (a) Landlord and Tenant shall each appoint one (1) independent appraiser who shall by profession be either an M.A.I. certified real estate appraiser or real estate broker who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of commercial (including office) properties in the Comparison Area. The determination of the appraisers shall be limited solely to the issue of whether Landlord's or Tenant's last proposed (as of the Outside Agreement Date)

G:\Client\Broadway Realty\707 Wilshire Boulevard\Leasing\Multacom\Rider to Lease.v4.DOC

best and final fair market rental rate for the Premises is the closest to the actual fair market rental rate for the Premises as determined by the appraisers, taking into account the requirements specified in Section 1 above. Each such appraiser shall be appointed within fifteen (15) days after the Outside Agreement Date.

(b) The two (2) appraisers so appointed shall within fifteen (15) days of the date of the appointment of the last appointed appraiser agree upon and appoint a third appraiser who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) appraisers.

(c) The three (3) appraisers shall within thirty (30) days of the appointment of the third appraiser reach a decision as to whether the parties shall use Landlord's or Tenant's submitted best and final fair market rental rate, and shall notify Landlord and Tenant thereof. During such thirty (30) day period, Landlord and Tenant may submit to the appraisers such information and documentation to support their respective positions as they shall deem reasonably relevant and Landlord and Tenant may each appear before the appraisers jointly to question and respond to questions from the appraisers.

(d) The decision of the majority of the three (3) appraisers shall be binding upon Landlord and Tenant and neither party shall have the right to reject the decision or to undo the exercise of the applicable Option. If either Landlord or Tenant fails to appoint an appraiser within the time period specified in Section 3(a) hereinabove, the appraiser appointed by one of them shall within thirty (30) days following the date on which the party failing to appoint an appraiser could have last appointed such appraiser reach a decision based upon the same procedures as set forth above (i.e., by selecting either Landlord's or Tenant's submitted best and final fair market rental rate), and shall notify Landlord and Tenant thereof, and such appraiser's decision shall be binding upon Landlord and Tenant and neither party shall have the right to reject the decision or to undo the exercise of the applicable Option.

(e) If the two (2) appraisers fail to agree upon and timely appoint a third appraiser, either party, upon ten (10) days written notice to the other party, can apply to the Presiding Judge of the Superior Court of Los Angeles County to appoint a third appraiser meeting the qualifications set forth herein. The third appraiser, however, selected, shall be a person who has not previously acted in any capacity for either party.

(f) The cost of each party's appraiser shall be the responsibility of the party selecting such appraiser, and the cost of the third appraiser (or arbitration, if necessary) shall be shared equally by Landlord and Tenant.

(g) If the process described hereinabove has not resulted in a selection of either Landlord's or Tenant's submitted best and final fair market rental rate by the commencement of the applicable Option Term, then Tenant shall continue to pay the Basic Rent payable by Tenant under the Lease immediately prior to the commencement of the applicable Option Term until the appraiser(s) reach a decision, with an appropriate rental credit and other adjustments for any overpayments of Monthly Basic Rent or other amounts if the appraisers select Tenant's submitted best and final estimate of the fair market rental rate. The parties shall enter into an amendment to this Lease confirming the terms of the decision.

RIGHT OF FIRST OFFER RIDER

RIDER NO. 3 TO OFFICE LEASE

This Rider No. 3 is made and entered into by and between Broadway 707 Wilshire Fee LLC, a Delaware limited liability company ("Landlord"), and Multacom Corporation, a California corporation ("Tenant"), as of the day and year of the Lease between Landlord and Tenant to which this Rider is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below shall be deemed to be part of the Lease and shall supersede any inconsistent provisions of the Lease. All references in the Lease and in this Rider to the "Lease" shall be construed to mean the Lease (and all exhibits and Riders attached thereto), as amended and supplemented by this Rider. All capitalized terms not defined in this Rider shall have the same meaning as set forth in the Lease.

1. **Grant of Option; Conditions.** Subject to all previously granted, non-expired options to lease Suite 458 of the Building, Tenant shall have an ongoing right of first offer (the "Option to Lease") with respect to Suite 458 (the "Offering Space"). Tenant's Option to Lease shall be exercised as follows: after Landlord has determined that the existing tenant in the Offering Space will not extend or renew the term of its lease for the Offering Space and/or any other tenant in the Building with an expansion/extension right for the Offering Space existing on or before the Commencement Date will not elect to lease the Offering Space, Landlord shall provide written notice to Tenant (the "Landlord's Notice") of the terms upon which Landlord is prepared to lease the Offering Space to Tenant for the remainder of the Lease Term, which terms shall reflect the fair market rental rate (hereinafter defined) for such Offering Space as reasonably determined by Landlord. Tenant may lease such Offering Space in its entirety only, upon such terms, by delivering written notice of exercise to Landlord (the "Exercise Notice") within fifteen (15) days after the date of the Landlord's Notice, except that Tenant shall have no such Option to Lease and Landlord need not provide Tenant with any Landlord's Notice, if:

(a) Tenant is in default under the Lease beyond any applicable cure periods at the time that Landlord would otherwise deliver the Landlord's Notice; or

(b) the Premises, or any portion thereof, is sublet (other than pursuant to a Permitted Transfer, as defined in Section 11E of the Lease) at the time Landlord would otherwise deliver the Landlord's Notice; or

(c) the Lease has been assigned (other than pursuant to a Permitted Transfer, as defined in Section 11E of the Lease) prior to the date Landlord would otherwise deliver the Landlord's Notice; or

(d) Tenant is not occupying the Premises on the date Landlord would otherwise deliver the Landlord's Notice;

(e) Tenant intends to assign or sublease the Premises except pursuant to a Permitted Transfer; or

(f) the existing tenant in the Offering Space is interested in extending or renewing its lease for the Offering Space or entering into a new lease for such Offering Space, or any other tenant in the Building with an expansion/extension right for the Offering Space existing as of the Commencement Date is interested in leasing the Offering Space.

2. **Terms for Offering Space.**

(a) The term for the Offering Space shall commence upon the commencement date stated in the Landlord's Notice and thereupon such Offering Space shall be considered a part of the Premises, provided that all of the terms stated in the Landlord's Notice shall govern Tenant's leasing of the Offering Space and only to the extent that they do not conflict with the Landlord's Notice, the terms and conditions of this Lease shall apply to the Offering Space.

G:\Client\Broadway Realty\707 Wilshire Boulevard\Leasing\Multacom\Rider to Lease.v4.DOC

(b) Tenant shall pay Monthly Basic Rent and additional rent for the Offering Space in accordance with the terms and conditions of the Landlord's Notice, which terms and conditions shall reflect the fair market rental rate for the Offering Space as determined in Landlord's reasonable judgment.

(c) The Offering Space (including improvements and personalty, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the earlier of the date Tenant takes possession of the Offering Space or as of the date the term for such Offering Space commences, unless the Landlord's Notice specifies any work to be performed by Landlord in the Offering Space, in which case Landlord shall perform such work in the Offering Space. If Landlord is delayed delivering possession of the Offering Space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of the space, and the commencement of the term for the Offering Space shall be postponed until the date Landlord delivers possession of the Offering Space to Tenant free from occupancy by any party.

3. Termination of Option to Lease. The rights of Tenant hereunder with respect to the Offering Space shall terminate on the earlier to occur of: (i) Tenant's failure to exercise its Option to Lease within the fifteen (15) day period provided in Section 1 above; (ii) the date Landlord would have provided Tenant a Landlord's Notice if Tenant had not been in violation of one or more of the conditions set forth in Section 1 above; and (iii) the expiration of the initial Lease Term. If Tenant's Option to Lease with respect to the Offering Space terminates, Landlord shall be free to lease the Offering Space to any third party on such terms and conditions determined by Landlord, in Landlord's sole and absolute discretion.

4. Offering Amendment. If Tenant exercises its Option to Lease, Landlord shall prepare an amendment (the "Offering Amendment") adding the Offering Space to the Premises on the terms set forth in the Landlord's Notice and reflecting the changes in the Monthly Basic Rent, Rentable Square Footage of the Premises, Tenant's Pro Rata Share and other appropriate terms. A copy of the Offering Amendment shall be sent to Tenant within a reasonable time after Landlord's receipt of the Exercise Notice executed by Tenant, and Tenant shall execute and return the Offering Amendment to Landlord within a reasonable time period (not to exceed fifteen (15) days) thereafter, but an otherwise valid exercise of the Option to Lease shall be fully effective whether or not the Offering Amendment is executed.

5. Definition of fair market rental rate. For purposes of this Option to Lease provision, "fair market rental rate" shall be determined in accordance with the Fair Market Rental Rate Rider attached to the Lease as Rider No. 2.

6. Subordination. Notwithstanding anything herein to the contrary, Tenant's Option to Lease is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) of any tenant of the Building existing on the date hereof.

OPTIONS IN GENERAL

RIDER NO. 4 TO OFFICE LEASE

This Rider No. 4 is made and entered into by and between Broadway 707 Wilshire Fee LLC, Delaware limited liability company ("Landlord"), and Multacom Corporation, a California corporation ("Tenant"), as of the day and year of the Lease between Landlord and Tenant to which this Rider is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below shall be deemed to be part of the Lease and shall supersede any inconsistent provisions of the Lease. All references in the Lease and in this Rider to the "Lease" shall be construed to mean the Lease (and all exhibits and Riders attached thereto), as amended and supplemented by this Rider. All capitalized terms not defined in this Rider shall have the same meaning as set forth in the Lease.

(a) **Definition.** As used in this Lease and any Rider or Exhibit attached hereto, the word "Option" has the following meaning:

- (i) The Extension Option pursuant to Rider 1 herein; and
- (ii) The Right of First Offer pursuant to Rider 3 herein.

(b) **Options Personal.** Each Option granted to Tenant is personal to the original Tenant executing this Lease or any transferee or assignee of a Permitted Transfer ("Permitted Transferee") and may be exercised only by the original Tenant executing this Lease and any Permitted Transferee while occupying the entire Premises and without the intent of thereafter assigning this Lease or subletting the Premises except pursuant to a Permitted Transfer and may not be exercised or be assigned, voluntarily or involuntarily, by any person or entity other than the original Tenant executing this Lease and any Permitted Transferee. The Options, if any, granted to Tenant or any Permitted Transferee under this Lease are not assignable separate and apart from this Lease, nor may any Option be separated from this Lease in any manner, either by reservation or otherwise.

(c) **Effect of Default on Options.** Tenant will have no right to exercise any Option, notwithstanding any provision of the grant of option to the contrary, and Tenant's exercise of any Option may be nullified by Landlord and deemed of no further force or effect, if (i) Tenant is in default of any monetary obligation or material non-monetary obligation under the terms of this Lease (or if Tenant would be in such default under this Lease but for the passage of time or the giving of notice, or both) as of Tenant's exercise of the Option in question or at any time after the exercise of any such Option and prior to the commencement of the Option event, or (ii) Landlord has given Tenant two (2) or more notices of default, whether or not such defaults are subsequently cured, during any twelve (12) consecutive month period of this Lease.

(d) **Options as Economic Terms.** Each Option is hereby deemed an economic term which Landlord, in its sole and absolute discretion, may or may not offer in conjunction with any future extensions of the Term.

FIRST AMENDMENT TO OFFICE LEASE

This First Amendment to Office Lease ("**First Amendment**") is made and entered into as of the 10th day of March, 2014, by and between 707 WILSHIRE FEE LLC, a Delaware limited liability company ("**Landlord**"), and MULTACOM CORPORATION, a California corporation ("**Tenant**").

R E C I T A L S :

A. Landlord, as successor-in-interest to Broadway 707 Wilshire Fee LLC, and Tenant entered into that certain Office Lease, dated April 10, 2006 (the "**Lease**"), pursuant to which Landlord leases to Tenant and Tenant leases from Landlord certain space (the "**Existing Premises**") commonly known as Suites 400 and 490 and located on the fourth (4th) floor of that certain office building located at 707 Wilshire Boulevard, Los Angeles, California (the "**Building**").

B. Landlord and Tenant desire to amend the Lease upon the terms and conditions set forth in this First Amendment.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereto hereby agree as follows.

1. **Capitalized Terms.** All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease, unless expressly superseded by the terms of this First Amendment.

2. **Expansion Premises, Existing Premises and Building.**

2.1. **Expansion Premises.** Effective as of the date (the "**Expansion Premises Commencement Date**") of Landlord's delivery to Tenant of the "Expansion Premises," as that term is defined, below, with both the "Back Up Load" and the "New Capacity", as those terms are defined in Sections 7.1 and 7.2 of this First Amendment, respectively, available for Tenant's use at the Premises, the "Premises" shall consist of (i) the Existing Premises, and (ii) 6,375 rentable square feet of space located on the fourth (4th) floor of the Building and known as Suites 428 and 458 of the Building, as more particularly set forth on Exhibit A, attached hereto (the "**Expansion Premises**"). The rentable square footage of the Expansion Premises shall be as set forth hereinabove, and shall not be subject to re-measurement or modification. At Landlord's option, Tenant shall execute and deliver, within five (5) days following request, a commercially reasonable document confirming the actual date of the occurrence of the Expansion Premises Commencement Date.



2.2. **Condition of Premises.** Tenant hereby acknowledges and agrees that (i) Tenant currently occupies the Existing Premises pursuant to the terms of the Lease, and (ii) Tenant shall continue to accept the Existing Premises and shall accept the Expansion Premises in their currently existing, "as is" condition, and except as otherwise set forth in the Tenant Work Letter attached hereto as **Exhibit B** (the "**Tenant Work Letter**"), Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Existing Premises or the Expansion Premises. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Existing Premises, Expansion Premises or Building or with respect to the suitability of any of the foregoing for the conduct of Tenant's business.

2.3. **Rentable Square Footage of Existing Premises and Building.** Notwithstanding anything in the Lease to the contrary, effective as of the "Existing Premises Extended Term Commencement Date," as that term is defined in **Section 3.1**, below, the "Rentable Area in the Premises" (i.e., with respect to the Existing Premises) shall be deemed to be 3,427. Further, the "Rentable Area in the Building" shall be deemed to be 1,110,080 effective as of the date hereof as the same relates to the Expansion Premises and effective as of the Existing Premises Extended Term Commencement Date as the same relates to the Existing Premises.

3. **Lease Term.**

3.1. **Existing Premises Extended Term.** The expiration date term of Tenant's lease of the Existing Premises is hereby extended from August 19, 2016 to December 31, 2033 (the "**Extended Expiration Date**"), and shall expire on the Extended Expiration Date, unless the Lease, as amended by this First Amendment, is sooner terminated as provided in the Lease, as amended hereby. The term of the Lease commencing as of August 20, 2016 (the "**Existing Premises Extended Term Commencement Date**") and continuing through and including the Extended Expiration Date is referred to herein as the "**Existing Premises Extended Term**".

3.2. **Expansion Term.** Landlord and Tenant hereby acknowledge and agree that the term of Tenant's lease of the Expansion Premises (the "**Expansion Term**") shall commence on the Expansion Premises Commencement Date and shall expire concurrently with Tenant's lease of the Existing Premises, on the Extended Expiration Date, unless the Lease, as amended hereby, is sooner terminated or extended in accordance with the terms of the Lease, as amended hereby. Tenant shall have the right to occupy the Expansion Premises for the purpose of construction of the "Tenant Improvements," as that term is defined in the Tenant Work Letter, prior to the Expansion Premises Commencement Date, provided that (i) Tenant shall give Landlord prior notice of any such occupancy of the Expansion Premises, and (ii) all of the terms and conditions of the Lease, as amended hereby, shall apply, other than Tenant's obligation to pay Base Rent, Basic Costs and Taxes as though the Expansion Premises Commencement Date had occurred (although the Expansion Premises Commencement Date shall not actually occur until the occurrence of the same pursuant to the terms of **Section 2.1**, above) upon such occupancy of the Expansion Premises by Tenant.

4. **Base Rent.**

4.1. **Existing Premises.** Prior to the Extended Term Commencement Date, Tenant shall continue to pay Base Rent for the Existing Premises in accordance with the terms of the Lease. Commencing on the Existing Premises Extended Term Commencement Date and continuing throughout the Existing Premises Extended Term, Tenant shall pay monthly installments of Base Rent for the Existing Premises in the amounts set forth below in accordance with the terms of the Lease.

<u>Period of Existing Premises Extended Term</u>	<u>Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>	<u>Annual Base Rent Per Rentable Square Foot</u>
August 20, 2016 – December 31, 2017	\$73,029.37	\$6,085.78	\$21.31
January 1, 2018 – December 31, 2018	\$75,222.65	\$6,268.55	\$21.95
January 1, 2019 – December 31, 2019	\$77,484.47	\$6,457.04	\$22.61
January 1, 2020 – December 31, 2020	\$79,814.83	\$6,651.24	\$23.29
January 1, 2021 – December 31, 2021	\$82,213.73	\$6,851.14	\$23.99
January 1, 2022 – December 31, 2022	\$84,646.90	\$7,053.91	\$24.70
January 1, 2023 – December 31, 2023	\$87,217.15	\$7,268.10	\$25.45
January 1, 2024 – December 31, 2024	\$89,821.67	\$7,485.14	\$26.21
January 1, 2025 – December 31, 2025	\$92,529.00	\$7,710.75	\$27.00
January 1, 2026 – December 31, 2026	\$95,270.60	\$7,939.22	\$27.80
January 1, 2027 – December 31, 2027	\$98,149.28	\$8,179.11	\$28.64

<u>Period of Existing Premises Extended Term</u>	<u>Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>	<u>Annual Base Rent Per Rentable Square Foot</u>
January 1, 2028 – December 31, 2028	\$101,096.50	\$8,424.71	\$29.50
January 1, 2029 – December 31, 2029	\$104,112.26	\$8,676.02	\$30.38
January 1, 2030 – December 31, 2030	\$107,230.83	\$8,935.90	\$31.29
January 1, 2031 – December 31, 2031	\$110,452.21	\$9,204.35	\$32.23
January 1, 2032 – December 31, 2032	\$113,776.40	\$9,481.37	\$33.20
January 1, 2033 – December 31, 2033	\$117,203.40	\$9,766.95	\$34.20

5. **Expansion Premises.**

5.1.1 **In General.** Commencing on the Expansion Premises Commencement Date and continuing throughout the Expansion Term, Tenant shall pay monthly installments of Base Rent for the Expansion Premises in the amounts set forth below in accordance with the terms of the Lease.

<u>Period of Expansion Term</u>	<u>Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>	<u>Annual Base Rent Per Rentable Square Foot</u>
Expansion Premises Commencement Date – December 31, 2014	\$124,312.50	\$10,359.38	\$19.50
January 1, 2015 – December 31, 2015	\$128,073.75	\$10,672.81	\$20.09
January 1, 2016 – December 31, 2016	\$131,898.75	\$10,991.56	\$20.69
January 1, 2017 – December 31, 2017	\$135,851.25	\$11,320.94	\$21.31

<u>Period of Expansion Term</u>	<u>Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>	<u>Annual Base Rent Per Rentable Square Foot</u>
January 1, 2018 – December 31, 2018	\$139,931.25	\$11,660.94	\$21.95
January 1, 2019 – December 31, 2019	\$144,138.75	\$12,011.56	\$22.61
January 1, 2020 – December 31, 2020	\$148,473.75	\$12,372.81	\$23.29
January 1, 2021 – December 31, 2021	\$152,936.25	\$12,744.69	\$23.99
January 1, 2022 – December 31, 2022	\$157,462.50	\$13,121.88	\$24.70
January 1, 2023 – December 31, 2023	\$162,243.75	\$13,520.31	\$25.45
January 1, 2024 – December 31, 2024	\$167,088.75	\$13,924.06	\$26.21
January 1, 2025 – December 31, 2025	\$172,125.00	\$14,343.95	\$27.00
January 1, 2026 – December 31, 2026	\$177,225.00	\$14,768.75	\$27.80
January 1, 2027 – December 31, 2027	\$182,580.00	\$15,215.00	\$28.64
January 1, 2028 – December 31, 2028	\$188,062.50	\$15,671.88	\$29.50
January 1, 2029 – December 31, 2029	\$193,672.50	\$16,139.38	\$30.38
January 1, 2030 – December 31, 2030	\$199,473.75	\$16,622.81	\$31.29
January 1, 2031 – December 31, 2031	\$205,466.25	\$17,122.19	\$32.23
January 1, 2032 –	\$211,650.00	\$17,637.50	\$33.20

<u>Period of Expansion Term</u>	<u>Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>	<u>Annual Base Rent Per Rentable Square Foot</u>
December 31, 2032			
January 1, 2033 – December 31, 2033	\$218,025.00	\$18,168.75	\$34.20

5.1.2 **Expansion Base Rent Abatement.** Notwithstanding the foregoing, provided that Tenant is not in default of the Lease, as amended hereby, Tenant shall not be obligated to pay \$10,359.38 of the monthly Base Rent due with respect to the Expansion Premises for each of the second (2nd) through tenth (10th) months, inclusive, of the Expansion Term (the "**Expansion Rent Abatement Period**").

6. **Tenant's Share of Basic Costs and Taxes.**

6.1. **Existing Premises.**

6.1.1 **Prior to Existing Premises Extended Term Commencement Date.** Prior to the Existing Premises Extended Term Commencement Date, Tenant shall pay Tenant's Pro Rata Share of Basic Costs with respect to the Existing Premises and Tenant's Pro Rata Share of Taxes with respect to the Existing Premises in accordance with the terms of the Lease, as amended by Section 6.3, below.

6.1.2 **On and After Existing Premises Extended Term Commencement Date.** Effective as of the Existing Premises Extended Term Commencement Date and continuing thereafter throughout the Existing Premises Extended Term, Tenant shall pay Tenant's Pro Rata Share of Basic Costs and Tenant's Pro Rata Share of Taxes with respect to the Existing Premises in accordance with the terms of the Lease, provided that during the Existing Premises Extended Term, (i) Tenant's Pro Rata Share shall with respect to the Existing Premises shall equal .30871%, and (ii) Tenant shall pay the entirety of Tenant's Pro Rata Share of Basic Costs and the entirety of Tenant's Pro Rata Share of Taxes (i.e., in both events, on a "triple net" basis and without regard to any base year). In connection with item (ii), above, Tenant hereby acknowledges and agrees that Section 1.D of the Lease and all other references to the term "Base Year", or provisions relating to the concept of a base year, set forth in the Lease (including, without limitation, all references to Tenant's payment of any amount over or in excess of a corresponding base year amount or words to similar effect) shall be deemed deleted in their entirety and of no further force or effect as of the Existing Premises Extended Term Commencement Date (provided that such provisions shall continue to be applicable to the Existing Premises for the period of the term of the Lease prior to the Existing Premises Extended Term Commencement Date).

6.2. **Expansion Premises.** Effective as of the Expansion Premises Commencement Date and continuing thereafter throughout the Expansion Term, Tenant shall pay Tenant's Pro Rata Share of Basic Costs and Tenant's Pro Rata Share of Taxes with respect to the Expansion Premises in accordance with the terms of the Lease, provided, that with respect to

the Expansion Premises, (i) Tenant's Pro Rata Share shall equal .57428%, (ii) Tenant shall have no obligation to pay any Basic Costs or Taxes applicable to the Expansion Premises during the Expansion Rent Abatement Period, and (iii) subject to item (ii), above, Tenant shall pay the entirety of Tenant's Pro Rata Share of Basic Costs and the entirety of Tenant's Pro Rata Share of Taxes (i.e., in both events, on a "triple net" basis and without regard to any base year). In connection with item (iii), above, Tenant hereby acknowledges and agrees that Section 1.D of the Lease and all other references to the term "Base Year", or provisions relating to the concept of a base year, set forth in the Lease (including, without limitation, all references to Tenant's payment of any amount over or in excess of a corresponding base year amount or words to similar effect) shall be deemed deleted in their entirety and of no further force or effect with respect to the Expansion Premises.

6.3. **Other Terms.** The following provisions shall be applicable to the Existing Premises and the Expansion Premises as of the date of this First Amendment:

(1) All references in **Exhibit C** to the Lease to "generally accepted accounting principles" shall be deemed to be deleted and shall be replaced with "sound real estate accounting practices";

(2) The words "reasonable and substantiated" are hereby deleted from the first sentence of **Section C** of **Exhibit C** to the Lease; and

(3) The words "are reasonably anticipated to" are inserted after "(a)" in **Section C(j)** of **Exhibit C** to the Lease (which begins with the words "The amortized") and the word "actual" in such section is hereby deleted and is replaced with "reasonably anticipated".

6.4. **Expansion Premises Pre-Paid Rent.** Concurrently with Tenant's execution of this First Amendment, Tenant shall pay to Landlord an amount equal to \$18,089.07, which amount shall be applied to the first Base Rent, Basic Costs and Taxes due with respect to the Expansion Premises.

7. **Services and Utilities.**

7.1. **Generator.** The terms of **Section 6.A.(1)(b)** of the Lease are hereby deleted in their entirety and replaced with the following.

"Subject to the terms and conditions of this **Section 6**, Landlord shall provide Tenant with the ability to use at the Premises the Building's back-up generator (the "**Generator**") for up to 550 kilowatts ("**kw**") of connected load electric power, effective as of the Expansion Premises Commencement Date (the "**Back Up Load**"). In addition, subject to availability as reasonably determined by Landlord, commencing on February 1, 2015 (or such earlier date as Landlord's existing tenant shall release its rights to such capacity on the Generator), Tenant shall have the right to further increase the Back Up Load to 600kw (the "**Additional Load**"). Landlord shall notify Tenant on or about January 1, 2015 (or such earlier date as Landlord becomes aware of such existing tenant's intention to release its rights to such capacity), as to whether the Additional Load is available (the "**Additional Load Notice**"), and, if then available, Tenant agrees

to accept the Additional Load effective as of the date of the Additional Load Notice . If Landlord fails to timely deliver the Additional Load Notice, then, as Tenant's sole remedy, Tenant may enquire of Landlord in writing as to whether the Additional Load is available, and Landlord shall deliver to Tenant an Additional Load Notice within five (5) business days after such enquiry. Tenant shall have the right, at Tenant's option, to relocate the existing 400amp/480V back-up power panels from the 5th floor to the 4th floor for Tenant's use in connection with Tenant's connection to the Back Up Load. On or before the first day of each calendar month during the Lease Term, Tenant shall pay Landlord, as Additional Rent within thirty (30) days after invoice, a Generator maintenance charge equal to the product of (i) One and 20/100 Dollars (\$1.20) (the "**Generator Maintenance Fee Amount**"), and (ii) the number of kw per month of connected load of electric power then made available for Tenant's use on the Generator. The Generator Maintenance Fee Amount may be increased to the extent of actual increases in the cost of maintaining the Generator. Landlord does not warrant the effectiveness of such back-up generator and Landlord shall have no liability for any damages whatsoever resulting from the failure of the Generator, or the failure of the Generator to provide suitable or adequate back-up power, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring, or loss to inventory, and/or business, accounting and other records of any kind or description kept at the Premises and any and all income derived or derivable therefrom. Landlord shall have in place a preventative maintenance program with regard to the Generator, and at least once during each calendar quarter, Landlord shall perform a system test of the Generator consisting of a full transfer of power to the Generator. In the event the Generator fails to operate during a failure of the Building's primary power system, Landlord shall use commercially reasonable efforts to respond to such Generator failure with the appropriate repair personnel as soon as reasonably possible. "

7.2. **Cooling.** The terms of Section 6.A.(2) of the Lease (Cooling) are hereby deleted in their entirety and replaced with the following.

"(2) **Cooling.**

(a) **Cooling Capacity.** Tenant shall have the right, as of the date hereof, to use 40 tons per hour of cooling from Landlord's existing chilled water system on the 22nd floor of the Building (the "**Existing Capacity**"). In addition, Landlord is in the process of installing units on the 22nd floor of the Building to provide an additional 60 tons of capacity (the "**New Capacity**"). Upon the completion of such units, Tenant will have the right to use all of the Existing Capacity and New Capacity, for a total capacity of 140 tons, all of which Landlord shall make available for connection by Tenant at the Premises (collectively, the "**Base Cooling Capacity**"). The units providing the Base Cooling Capacity shall be connected to the Building back-up generators for back-up power (which generators are separate from the Generator).

(b) **Tenant Provided Cooling.** Tenant shall have the right, at Tenant's option, to (i) continue to use the Tenant's existing chiller units on the roof of the generator building, providing 40 tons of capacity), and (ii) install new units to provide additional cooling capacity for use by Tenant (collectively, the "**Tenant Provided Cooling**"), with the area for the installation of such new units to be mutually agreed upon by Landlord and Tenant (the "**Tenant Chiller Area**"). Any new Tenant Provided Cooling shall be installed by Tenant in accordance with the applicable terms of the Lease, and all aspects of the design, permitting, construction and installation of the Tenant Provided Cooling, including all required connections from the Tenant Chiller Area to the Premises (collectively, the "**Tenant Provided Cooling Work**") shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld. Landlord makes no representation that any Tenant Chiller Area will be sufficient to provide any particular amount of Tenant Provided Cooling. All costs of the Tenant Provided Cooling Work shall be paid for by Tenant at Tenant's sole cost and expense. Tenant acknowledges and agrees that any new Tenant Chiller Units will not be connected to any back-up generator.

(c) **Operation and Maintenance of Tenant Chiller Units.** The units providing the Tenant Provided Cooling (the "**Tenant Chiller Units**") shall be separately metered for electricity, and Tenant shall pay the actual cost, including Landlord's cost to read, administer and bill (without markup), of all electricity used by the Tenant Chiller Units. In addition, Tenant shall pay, as Additional Rent, monthly rent for the Tenant Chiller Area (not including the space occupied by the existing units on roof of the generator building) in an amount equal to the Building standard rate per square foot for storage space in the Building multiplied by the square footage of the Tenant Chiller Area. Landlord shall maintain and repair the Tenant Chiller Units in the same manner as Landlord maintains and repairs the units providing the Base Cooling Capacity, provided that Tenant shall pay directly to Landlord, as Additional Rent, 100% of the cost of such maintenance and repair of the Tenant Chiller Units, within thirty (30) days after invoice. At the expiration or earlier termination of the Lease, the Tenant Chiller Units shall be the property of Landlord, and shall not be removed by Tenant.

(d) **Base Cooling Use.** Commencing as of the date hereof, Tenant shall pay, as Additional Rent, a fee with respect to Tenant's connection to the Base Cooling Capacity (the "**Base Cooling Capacity Fee**") equal to \$0.35 per ton/hour for each ton of Base Cooling Capacity connected to by Tenant, provided that, in any event Tenant shall be deemed to have connected to (i) from the date hereof through the 18th month after the Expansion Premises Commencement Date, not less than 40 tons of cooling capacity, (ii) from the 19th month after the Expansion Premises Commencement Date through the 24th month after the Expansion Premises Commencement Date, not less than 60 tons of cooling capacity, and (iii) from and after the 25th month after the Expansion Premises Commencement Date through remainder of the term of the Lease, not less than 80 tons of cooling capacity. Tenant shall not be required to pay any Base Cooling Capacity Fee with respect to the Tenant Provided Cooling. After the 24th month after the Expansion Premises

Commencement Date, and on each January 1 thereafter, the Base Cooling Capacity Fee may be increased based on actual increases in the cost to provide the Base Cooling Capacity."

8. **Parking.** Effective as of the Expansion Premises Commencement Date, the first paragraph of **Exhibit H** to the Lease is hereby deleted in its entirety and is replaced with the following:

"Tenant shall have the right, but not the obligation, to rent up to five (5) unreserved parking passes ("Tenant's Passes") in the Adjacent Parking Structure. Subject to the foregoing, Tenant may increase or decrease the number of Tenant's Passes rented by Tenant from time to time upon not less than thirty (30) days notice to Landlord."

Except as specifically set forth herein, Tenant shall rent Tenant's Passes upon and subject to the terms of **Exhibit H** of the Lease. Without limitation of the foregoing, Tenant shall be obligated to pay to Landlord the prevailing rate for each of Tenant's Passes at the prevailing rate charged by Landlord at the location of such passes from time to time. Tenant shall also be responsible for any parking taxes associated with Tenant's Passes.

9. **Signage.** The last sentence of **Section 8** of the Lease is hereby deleted in its entirety and is of no further force or effect.

10. **Insurance.**

10.1. **Liability Insurance.** **Section 13.B.(ii)** of the Lease is hereby deleted and is replaced with the following:

"(ii) commercial general liability insurance on an occurrence form covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities (covering the performance by Tenant of its indemnity agreements) including a Broad Form endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in **Section 10.1** of this Lease and including products and completed operations coverage for limits of liability on a per location basis of not less than:

Bodily Injury and Property Damage Liability	\$5,000,000 each occurrence \$5,000,000 annual aggregate
Personal Injury Liability	\$5,000,000 each occurrence \$5,000,000 annual aggregate 0% Insured's participation"

10.2. **Additional Insured.** Tenant's insurance shall name Landlord, and any other party the Landlord reasonably specifies, as an additional insured, including Landlord's managing agent, if any.

10.3. **Deletion.** Section 13.D(c) of the Office Lease is hereby deleted in its entirety and is of no further force or effect.

11. **Security Deposit.** Landlord and Tenant acknowledge that, in accordance with the Lease, Tenant has previously delivered the sum of \$24,516.26 to Landlord as security for the faithful performance by Tenant of the terms, covenants and conditions of the Lease. Concurrently with Tenant's execution of this Second Amendment, Tenant shall deposit with Landlord an amount equal to \$3,412.44 to be held by Landlord as a part of the Security Deposit. Accordingly, upon such deposit, notwithstanding anything in the Lease to the contrary, the Security Deposit held by Landlord pursuant to the Lease, as amended hereby, shall equal \$27,928.70.

12. **Default.** The words "on or before the date that is ninety (90) days after the date that Tenant delivers such notice" are hereby deleted from Section 18.B of the Office Lease are of no further force or effect.

13. **Notices.** Notwithstanding anything to the contrary set forth in the Lease, effective as of the date of this First Amendment, any notices to Landlord must be sent, transmitted, or delivered, as the case may be, to the following addresses:

% Beacon Capital Partners, LLC
11755 Wilshire Boulevard
Suite 1770
Los Angeles, California 90025
Attention: Mr. Jeremy B. Fletcher

and

% Beacon Capital Partners, LLC
200 State Street, 5th Floor
Boston, Massachusetts 02109
Attention: General Counsel

and

Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars
Suite 1800
Los Angeles, California 90067
Attention: Anton N. Natsis, Esq.

14. **Certified Access Specialist Disclosure.** For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp).

15. **Deletions.** Rider No. 1 to Office Lease (Extension Option Rider), Rider No. 2 to Office Lease (Fair Market Rental Rate Rider), Rider No. 3 to Office Lease (Right of First Offer Rider) and Rider No. 4 to Office Lease (Options in General) of the Lease are hereby deleted in their entirety and are of no further force or effect.

16. **Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this First Amendment other than Jones Lang LaSalle (the "**Broker**"), and that they know of no real estate broker or agent who is entitled to a commission in connection with this First Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Broker, occurring by, through, or under the indemnifying party. The terms of this Section 16 shall survive the expiration or earlier termination of this First Amendment.

17. **No Further Modification.** Except as set forth in this First Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this First Amendment has been executed as of the day and year first above written.

“LANDLORD”:

707 WILSHIRE FEE LLC,
a Delaware limited liability company

By: Jeremy B. Fletcher
Jeremy B. Fletcher,
Senior Managing Director

Date: April 3, 2014

The date of this First Amendment shall be and remain as set in the introductory paragraph on page 1 of this First Amendment. The date below the Landlord's signature is merely intended to reflect the date of Landlord's execution of this First Amendment.

“TENANT”:

MULTACOM CORPORATION, a California corporation

By: [Signature]

Its: CEO

By: [Signature]

Its: CEO

EXHIBIT A

OUTLINE OF EXPANSION PREMISES

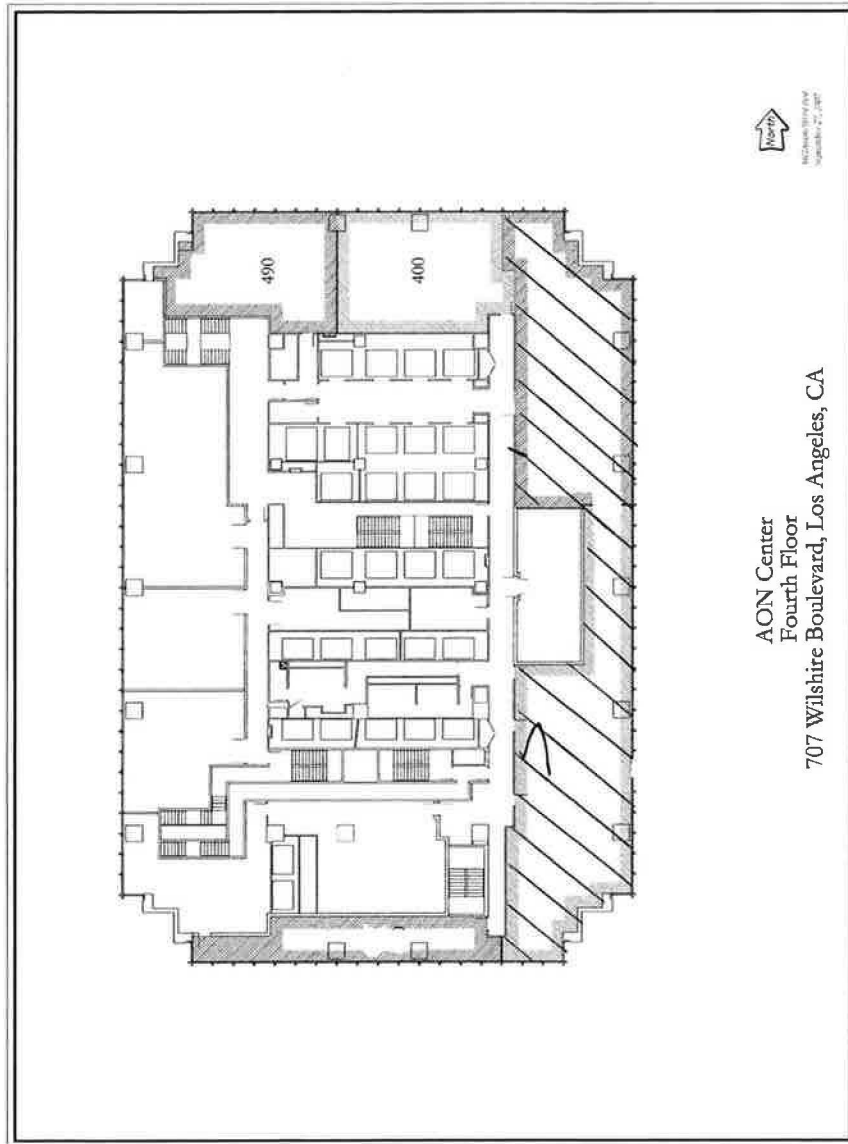


EXHIBIT B

TENANT WORK LETTER

This Tenant Work Letter shall set forth the terms and conditions relating to the construction of the "Premises". For purposes of this Tenant Work Letter, the "Premises" shall mean, collectively, the Existing Premises and the Expansion Premises. This Tenant Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises.

SECTION 1

DELIVERY OF THE PREMISES AND BASE BUILDING

Following the full execution and delivery of this First Amendment by Landlord and Tenant, Landlord shall deliver the Expansion Premises to Tenant. Tenant shall accept the Expansion Premises and continue to accept the Existing Premises and the "Base Building", as that term is defined below, from Landlord in their presently existing, "as-is" condition. The "Base Building" shall consist of those portions of the Premises which were in existence prior to the construction of tenant improvements in the Premises.

SECTION 2

TENANT IMPROVEMENTS

2.1 Tenant Improvement Allowance. Tenant shall be entitled to a one-time tenant improvement allowance (the "Tenant Improvement Allowance") in the amount of \$353,020.00 for the costs relating to the initial design and construction of Tenant's improvements, which are permanently affixed to the Premises (the "Tenant Improvements"). Landlord acknowledges that the Tenant Improvements may include a duct to vent hot air from the Premises to the exterior of the Building, through one of the existing louvers on the west side of the floor (the "Duct Vent"). The location and size of the Duct Vent shall be subject to Landlord's reasonable approval, and the plans and specifications thereof shall be included in the "Construction Drawings", as defined in Section 3.1, below, and subject to Landlord's approval as set forth in Section 3, below. In no event shall Landlord be obligated to make disbursements pursuant to this Tenant Work Letter in a total amount which exceeds the Tenant Improvement Allowance. In the event that Tenant shall fail to utilize the Tenant Improvement Allowance, or any portion thereof (as evidence, without limitation, by delivery to Landlord of all documentation required under Section 2.2.2 of this Tenant Work Letter) prior to the first anniversary of the Expansion Premises Commencement Date, then such unused amounts shall revert to Landlord and Tenant shall have no further rights with respect thereto.

2.2 Disbursement of the Tenant Improvement Allowance.

2.2.1 Tenant Improvement Allowance Items. Except as otherwise set forth in this Tenant Work Letter, the Tenant Improvement Allowance shall be disbursed by Landlord

only for the following items and costs (collectively the "Tenant Improvement Allowance Items"):

2.2.1.1 Payment of the fees of the "Architect" and the "Engineers," as those terms are defined in Section 3.1 of this Tenant Work Letter, which fees shall, notwithstanding anything to the contrary contained in this Tenant Work Letter, not exceed an aggregate amount equal to \$3.50 per rentable square foot of the Premises, and payment of fees and costs, reasonably incurred by Landlord, for the review of the "Construction Drawings," as that term is defined in Section 3.1 of this Tenant Work Letter, by Landlord's third party consultants, if applicable;

2.2.1.2 The payment of plan check, permit and license fees relating to construction of the Tenant Improvements;

2.2.1.3 The cost of construction of the Tenant Improvements, including, without limitation, after hours charges, testing and inspection costs, freight elevator usage, hoisting and trash removal costs, and contractors' fees and general conditions;

2.2.1.4 The cost of any changes in the Base Building when such changes are required by the Construction Drawings (including if such changes are due to the fact that such work is prepared on an unoccupied basis), such cost to include all direct architectural and/or engineering fees and expenses incurred in connection therewith;

2.2.1.5 The cost of any changes to the Construction Drawings or Tenant Improvements required by all applicable laws and building codes (the "Code");

2.2.1.6 Sales and use taxes and Title 24 fees; and

2.2.1.7 All other costs to be expended by Landlord in connection with the construction of the Tenant Improvements.

2.2.2 Disbursement of Tenant Improvement Allowance. During the construction of the Tenant Improvements, Landlord shall make monthly disbursements of the Tenant Improvement Allowance for Tenant Improvement Allowance Items for the benefit of Tenant and shall authorize the release of monies for the benefit of Tenant as follows.

2.2.2.1 Monthly Disbursements. On or before the first (1st) day of each calendar month during the construction of the Tenant Improvements (or such other date as Landlord may designate), Tenant shall deliver to Landlord: (i) a request for payment of the "Contractor," as that term is defined in Section 4.1 of this Tenant Work Letter, approved by Tenant, in an industry standard form, showing the schedule of values, by trade, of percentage of completion of the Tenant Improvements in the Premises, detailing the portion of the work completed and the portion not completed; (ii) invoices from all of "Tenant's Agents," as that term is defined in Section 4.1.2 of this Tenant Work Letter, for labor rendered and materials delivered to the Premises; (iii) executed mechanic's lien releases from all of Tenant's Agents which shall comply with the appropriate provisions, as reasonably determined by Landlord, of California Civil Code Sections 8132, 8134, 8136 and 8138 (provided that for sums that are the subject of the current disbursement request, conditional mechanic's lien releases shall be acceptable,

provided that Tenant also submits unconditional mechanic's lien releases for all sums previously paid in connection with any and all prior disbursement requests); and (iv) all other information relating to the Tenant Improvements reasonably requested by Landlord. Tenant's request for payment shall be deemed Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in Tenant's payment request. Thereafter, within thirty (30) days after receipt of such items, Landlord shall deliver a check to Tenant made jointly payable to Contractor and Tenant in payment of the lesser of: (A) the amounts so requested by Tenant, as set forth in this Section 2.2.2.1, above, less a ten percent (10%) retention (the aggregate amount of such retentions to be known as the "Final Retention"), and (B) the balance of any remaining available portion of the Tenant Improvement Allowance (not including the Final Retention), provided that Landlord does not dispute any request for payment based on non-compliance of any work with the "Approved Working Drawings," as that term is defined in Section 3.4 below, or due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

2.2.2.2 Final Retention. Subject to the provisions of this Tenant Work Letter, a check for the Final Retention payable jointly to Tenant and Contractor shall be delivered by Landlord to Tenant following the completion of construction of the Premises, provided that (i) Tenant delivers to Landlord properly executed mechanics lien releases in compliance with both California Civil Code Section 8134 and either Section 8136 or Section 8138, (ii) Landlord has determined that no substandard work exists which adversely affects the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the Building, the curtain wall of the Building, the structure or exterior appearance of the Building, or any other tenant's use of such other tenant's leased premises in the Building, (iii) Architect delivers to Landlord a certificate, in a form reasonably acceptable to Landlord, certifying that the construction of the Tenant Improvements in the Premises has been substantially completed, (iv) Tenant supplies Landlord with evidence that all required governmental approvals required for Tenant to legally occupy the Premises have been obtained, and (v) Tenant has fulfilled its obligations pursuant to the terms of Section 4.3(i) of this Tenant Work Letter and has otherwise complied with Landlord's standard "close-out" requirements regarding city approvals, closeout tasks, closeout documentation regarding the general contractor, financial close-out matters, and tenant vendors.

2.2.2.3 Other Terms. Landlord shall only be obligated to make disbursements from the Tenant Improvement Allowance to the extent costs are incurred by Tenant for Tenant Improvement Allowance Items. All Tenant Improvement Allowance Items for which the Tenant Improvement Allowance has been made available shall be deemed Landlord's property under the terms of the Lease, as amended.

2.3 Standard Tenant Improvement Package. Landlord has established specifications (the "Specifications") for the Building standard components to be used in the construction of the Tenant Improvements in the Premises (collectively, the "Building Standards"), which Specifications shall be supplied to Tenant by Landlord. The quality of Tenant Improvements shall be equal to or of greater quality than the quality of the Specifications, provided that the Tenant Improvements shall comply with certain Specifications as designated by Landlord.

SECTION 3

CONSTRUCTION DRAWINGS

3.1 Selection of Architect/Construction Drawings. Tenant shall retain the architect/space planner approved by Landlord in Landlord's reasonable discretion (the "Architect") to prepare the "Construction Drawings," as that term is defined in this Section 3.1. Tenant shall retain the engineering consultants designated by Landlord (the "Engineers") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, lifesafety, and sprinkler work in the Premises, which work is not part of the Base Building. Notwithstanding the foregoing, at Tenant's option, Tenant may elect to utilize Engineers selected by Tenant and approved by Landlord (in Landlord's reasonable discretion), provided that in such event Landlord's designated engineers shall be retained by Landlord to review the plans prepared by Tenant's Engineers (with the cost of such review by Landlord's designated engineers to be deducted from the Tenant Improvement Allowance). The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the "Construction Drawings." All Construction Drawings shall comply with reasonable industry standard drawing formats and specifications, and shall be subject to Landlord's reasonable approval. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Tenant's waiver and indemnity set forth in the Lease shall specifically apply to the Construction Drawings.

3.2 Final Space Plan. Tenant shall supply Landlord with four (4) copies signed by Tenant of its final space plan for the Premises before any architectural working drawings or engineering drawings have been commenced. The final space plan (the "Final Space Plan") shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Final Space Plan. Landlord shall advise Tenant within ten (10) business days after Landlord's receipt of the Final Space Plan for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly cause the Final Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require.

3.3 Final Working Drawings. After the Final Space Plan has been approved by Landlord, Tenant shall supply the Engineers with a complete listing of standard and non-standard equipment and specifications, including, without limitation, B.T.U. calculations, electrical requirements and special electrical receptacle requirements for the Premises, to enable the

Engineers and the Architect to complete the "Final Working Drawings" (as that term is defined below) in the manner as set forth below. Upon the approval of the Final Space Plan by Landlord and Tenant, Tenant shall promptly cause the Architect and the Engineers to complete the architectural and engineering drawings for the Premises, and Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits (collectively, the "Final Working Drawings") and shall submit the same to Landlord for Landlord's approval (which shall not be unreasonably withheld). Tenant shall supply Landlord with four (4) copies signed by Tenant of such Final Working Drawings (or any particular component thereof, if applicable). Landlord shall advise Tenant within fifteen (15) business days after Landlord's receipt of the Final Working Drawings (or any particular component thereof, if applicable) for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall immediately revise the Final Working Drawings (or any particular component thereof, if applicable) in accordance with such review and any disapproval of Landlord in connection therewith.

3.4 Approved Working Drawings. The Final Working Drawings shall be approved by Landlord (the "Approved Working Drawings") prior to the commencement of construction of the Premises by Tenant. After approval by Landlord of the Final Working Drawings, Tenant may submit the same to the appropriate municipal authorities for all applicable building permits. Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that obtaining the same shall be Tenant's responsibility; provided, however, that Landlord shall cooperate with Tenant in executing permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such permit or certificate of occupancy. Tenant shall not commence construction until all required governmental permits are obtained. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Landlord, which consent may not be unreasonably withheld.

SECTION 4

CONSTRUCTION OF THE TENANT IMPROVEMENTS

4.1 Tenant's Selection of Contractors.

4.1.1 The Contractor. A general contractor shall be retained by Tenant to construct the Tenant Improvements. Such general contractor ("Contractor") shall be selected by Tenant subject to Landlord's reasonable approval. Tenant shall deliver to Landlord notice of its selection of the Contractor upon such selection.

4.1.2 Tenant's Agents. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as "Tenant's Agents") must be approved in writing by Landlord (in Landlord's reasonable discretion), which approval shall not be unreasonably withheld or delayed, provided that (i) Landlord may withhold its consent to Tenant's proposed mechanical, electrical and plumbing subcontractors in Landlord's sole and absolute discretion, and (ii) Landlord may require Tenant to retain the fire/life-safety subcontractor designated by Landlord. If Landlord

does not approve any of Tenant's proposed subcontractors, laborers, materialmen or suppliers, Tenant shall submit other proposed subcontractors, laborers, materialmen or suppliers for Landlord's written approval, which shall not be unreasonably withheld.

4.2 Construction of Tenant Improvements by Tenant's Agents.

4.2.1 Construction Contract; Cost Budget. Prior to Tenant's execution of the construction contract and general conditions with Contractor (the "Contract"), Tenant shall submit the Contract to Landlord for its approval, which approval shall not be unreasonably withheld or delayed. Prior to the commencement of the construction of the Tenant Improvements, and after Tenant has accepted all bids for the Tenant Improvements, Tenant shall provide Landlord with a detailed breakdown of the schedule of values, by trade, of the final costs to be incurred or which have been incurred, as set forth more particularly in Sections 2.2.1.1 through 2.2.1.7, above, in connection with the design and construction of the Tenant Improvements to be performed by or at the direction of Tenant or the Contractor, which costs form a basis for the amount of the Contract (the "Final Costs"). Prior to the commencement of construction of the Tenant Improvements, Tenant shall supply Landlord with cash in an amount (the "Over-Allowance Amount") equal to the difference between the amount of the Final Costs and the amount of the Tenant Improvement Allowance (less any portion thereof already disbursed by Landlord, or in the process of being disbursed by Landlord, on or before the commencement of construction of the Tenant Improvements). The Over-Allowance Amount shall be disbursed by Landlord prior to the disbursement of any of the then remaining portion of the Tenant Improvement Allowance, and such disbursement shall be pursuant to the same procedure as the Tenant Improvement Allowance. In the event that, after the Final Costs have been delivered by Tenant to Landlord, the costs relating to the design and construction of the Tenant Improvements shall change, any additional costs necessary to such design and construction in excess of the Final Costs, shall be paid by Tenant to Landlord immediately as an addition to the Over-Allowance Amount or at Landlord's option, Tenant shall make payments for such additional costs out of its own funds, but Tenant shall continue to provide Landlord with the documents described in Sections 2.2.2.1 (i), (ii), (iii) and (iv) of this Tenant Work Letter, above, for Landlord's approval, prior to Tenant paying such costs. All Tenant Improvements paid for by the Over-Allowance Amount shall be deemed Landlord's property under the terms of the Lease, as amended hereby.

4.2.2 Tenant's Agents.

4.2.2.1 Landlord's General Conditions for Tenant's Agents and Tenant Improvement Work. Tenant's and Tenant's Agent's construction of the Tenant Improvements shall comply with the following: (i) the Tenant Improvements shall be constructed in material accordance with the Approved Working Drawings; (ii) Tenant's Agents shall submit schedules of all work relating to the Tenant's Improvements to Landlord and Landlord shall, within five (5) business days of receipt thereof, inform Tenant's Agents of any changes which are necessary thereto, and Tenant's Agents shall adhere to such corrected schedule; and (iii) Tenant shall abide by all reasonable rules made by Landlord's Building manager with respect to the use of freight, loading dock and service elevators, any required shutdown of utilities (including lifesafety systems), storage of materials, coordination of work with the contractors of other tenants, and

any other matter in connection with this Tenant Work Letter, including, without limitation, the construction of the Tenant Improvements.

4.2.2.2 Indemnity. Tenant's indemnity of Landlord as set forth in the Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Agents, or anyone directly or indirectly employed by any of them, or in connection with Tenant's non-payment of any amount arising out of the Tenant Improvements and/or Tenant's disapproval of all or any portion of any request for payment. Such indemnity by Tenant, as set forth in the Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord's performance of any ministerial acts reasonably necessary (i) to permit Tenant to complete the Tenant Improvements, and (ii) to enable Tenant to obtain any building permit or certificate of occupancy for the Premises.

4.2.2.3 Requirements of Tenant's Agents. Each of Tenant's Agents shall guarantee to Tenant and for the benefit of Landlord that the portion of the Tenant Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Each of Tenant's Agents shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after the later to occur of (i) completion of the work performed by such contractor or subcontractors and (ii) the Expansion Premises Commencement Date. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Tenant Improvements, and/or the Building and/or common areas that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Tenant Improvements shall be contained in the Contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord any assignment or other assurances which may be necessary to effect such right of direct enforcement.

4.2.2.4 Insurance Requirements.

4.2.2.4.1 General Coverages. All of Tenant's Agents shall carry worker's compensation insurance covering all of their respective employees, and shall also carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in the Lease.

4.2.2.4.2 Special Coverages. Tenant shall carry (or shall cause Tenant's Agents to carry) "Builder's All Risk" insurance in an amount reasonably approved by Landlord covering the construction of the Tenant Improvements, and such other insurance as Landlord may reasonably require, it being understood and agreed that the Tenant Improvements shall be insured by Tenant pursuant to the Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such customary extended coverage endorsements as may be reasonably required by Landlord including, but not limited to, the requirement that all of Tenant's Agents shall carry Commercial General Liability and Umbrella Liability insurance,

each on an occurrence form, insuring claims for bodily injury and property damage, including products and completed operation insurance, with limits of amounts not less than \$5,000,000 per occurrence and in aggregate per location. All such insurance shall be in form and with companies as are required to be carried by Tenant as set forth in the Lease, as amended.

4.2.2.4.3 General Terms. Certificates for all insurance carried pursuant to this Section 4.2.2.4 shall be delivered to Landlord before the commencement of construction of the Tenant Improvements and before the Contractor's equipment is moved onto the site. All such policies of insurance must contain a provision that the company writing said policy will give Landlord thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. In the event that the Tenant Improvements are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. Tenant's Agents shall maintain all of the foregoing insurance coverage in force until the Tenant Improvements are fully completed and accepted by Landlord, except for any Products and Completed Operation Coverage insurance required by Landlord, which is to be maintained for ten (10) years following completion of the work and acceptance by Landlord and Tenant. All policies (with the exception of workers compensation insurance but specifically including Products and Completed Operation Coverage for the ten (10) year period) carried under this Section 4.2.2.4 shall insure Landlord and Tenant, as their interests may appear, as well as Contractor and Tenant's Agents. All insurance maintained by Tenant's Agents shall preclude subrogation claims by the insurer against Landlord and any party required by Landlord to be named as an additional insured. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by owner is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section 4.2.2.2 of this Tenant Work Letter. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of the Tenant Improvements and naming Landlord as a co-obligee.

4.2.3 Governmental Compliance. The Tenant Improvements shall comply in all respects with the following: (i) the Code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

4.2.4 Inspection by Landlord. Landlord shall have the right to inspect the Tenant Improvements at all times, provided however, that Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Tenant Improvements constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Tenant Improvements, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any defects or deviations in, and/or disapproval by Landlord of, the Tenant Improvements shall be rectified by Tenant at no expense to Landlord, provided however, that in the event Landlord determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Tenant Improvements and such defect, deviation or matter might adversely affect

the mechanical, electrical, plumbing, heating, ventilating and air conditioning or life-safety systems of the Building, the structure or exterior appearance of the Building or any other tenant's use of such other tenant's leased premises, Landlord may, take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Tenant Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's satisfaction.

4.2.5 Meetings. Commencing upon the execution of this First Amendment, Tenant shall hold weekly meetings at a reasonable time, with the Architect and the Contractor regarding the progress of the preparation of Construction Drawings and the construction of the Tenant Improvements, which meetings shall be held at the Building, and Landlord and/or its agents shall receive prior notice of, and shall have the right to attend, all such meetings, and, upon Landlord's request, certain of Tenant's Agents shall attend such meetings. In addition, minutes shall be taken at all such meetings, a copy of which minutes shall be promptly delivered to Landlord. One such meeting each month shall include the review of Contractor's current request for payment.

4.3 Notice of Completion; Copy of Record Set of Plans. Within ten (10) days after completion of construction of the Tenant Improvements, Tenant shall cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Building is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same on behalf of Tenant as Tenant's agent for such purpose, at Tenant's sole cost and expense. At the conclusion of construction, (i) Tenant shall cause the Architect and Contractor (A) to update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (B) to certify to the best of their knowledge that the updated drawings are true and correct, which certification shall survive the expiration or termination of the Lease, as amended hereby, and (C) to deliver to Landlord two (2) CD ROMS of such updated drawings in accordance with "Landlord's CAD format requirements," as set forth below, within thirty (30) days following issuance of a certificate of occupancy for the Premises, and (ii) Tenant shall deliver to Landlord a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises. For purposes of this Tenant Work Letter, "Landlord's CAD format requirements" shall mean (a) the version is no later than current Autodesk version of AutoCAD plus the most recent release version, (b) files must be unlocked and fully accessible (no "cad-lock", read-only, password protected or "signature" files), (c) files must be in ".dwg" format, (d) if the data was electronically in a non-Autodesk product, then files must be converted into ".dwg" files when given to Landlord.

SECTION 5

MISCELLANEOUS

5.1 Tenant's Representative. Tenant has designated Kia Jahangiri (or such other person as shall be designated by Tenant in a notice to Landlord) as its sole representative with

respect to the matters set forth in this Tenant Work Letter, who shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter.

5.2 Landlord's Representative. Landlord has designated Mr. Peter Anastassiou as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter.

5.3 Time of the Essence in This Tenant Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. If any item requiring approval is timely disapproved by Landlord, the procedure for preparation of the document and approval thereof shall be repeated until the document is approved by Landlord.

5.4 Tenant's Lease Default. Notwithstanding any provision to the contrary contained in the Lease, as amended hereby, if an event of default as described in the Lease, as amended hereby, or this Tenant Work Letter has occurred at any time on or before the substantial completion of the Tenant Improvements, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, as amended hereby, Landlord shall have the right to withhold payment of all or any portion of the Tenant Improvement Allowance and/or Landlord may cause Contractor to cease the construction of the Tenant Improvements (in which case, Tenant shall be responsible for any delay in the substantial completion of the Tenant Improvements caused by such work stoppage), and (ii) all other obligations of Landlord under the terms of this Tenant Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of the Lease, as amended hereby, (in which case, Tenant shall be responsible for any delay in the substantial completion of the Tenant Improvements caused by such inaction by Landlord).

Aging Detail

DB Caption: USA LIVE 7s Property: la0119 Tenant: multila01 Status: Current, Past, Future Age As Of: 04/30/2025 Post To: 04/2025

Property	Customer	Lease	Status	Tran#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
Carolwood 707 I LLC- Aon Center (la0119)														
Multacom Corporation (multila01)														
la0119		Multacom Corporation	Current	C-3849036	misc5056	10/01/2024	10/2024	444.76	0.00	0.00	0.00	444.76	0.00	444.76
la0119		Multacom Corporation	Current	C-3849037	elec	10/01/2024	10/2024	18,718.70	0.00	0.00	0.00	18,718.70	0.00	18,718.70
la0119		Multacom Corporation	Current	C-3849038	elec	10/01/2024	10/2024	3,178.80	0.00	0.00	0.00	3,178.80	0.00	3,178.80
la0119		Multacom Corporation	Current	C-3849039	chwater	10/01/2024	10/2024	8,609.67	0.00	0.00	0.00	8,609.67	0.00	8,609.67
la0119		Multacom Corporation	Current	C-3849040	chwater	10/01/2024	10/2024	15,247.41	0.00	0.00	0.00	15,247.41	0.00	15,247.41
la0119		Multacom Corporation	Current	C-3849041	elec	10/01/2024	10/2024	18,304.29	0.00	0.00	0.00	18,304.29	0.00	18,304.29
la0119		Multacom Corporation	Current	C-3849042	elec	10/01/2024	10/2024	5,011.46	0.00	0.00	0.00	5,011.46	0.00	5,011.46
la0119		Multacom Corporation	Current	C-3849043	chwater	10/01/2024	10/2024	12,481.83	0.00	0.00	0.00	12,481.83	0.00	12,481.83
la0119		Multacom Corporation	Current	C-3849044	chwater	10/01/2024	10/2024	18,923.28	0.00	0.00	0.00	18,923.28	0.00	18,923.28
la0119		Multacom Corporation	Current	R-1956853	Prepay	11/05/2024	11/2024	0.00	0.00	0.00	0.00	0.00	-58.30	-58.30
la0119		Multacom Corporation	Current	C-3933350	engriemb	12/01/2024	12/2024	472.55	0.00	0.00	0.00	472.55	0.00	472.55
la0119		Multacom Corporation	Current	C-3933351	elec	12/01/2024	12/2024	22,984.99	0.00	0.00	0.00	22,984.99	0.00	22,984.99
la0119		Multacom Corporation	Current	C-3933352	elec	12/01/2024	12/2024	5,017.00	0.00	0.00	0.00	5,017.00	0.00	5,017.00
la0119		Multacom Corporation	Current	C-3933353	chwater	12/01/2024	12/2024	11,371.45	0.00	0.00	0.00	11,371.45	0.00	11,371.45
la0119		Multacom Corporation	Current	C-3933354	chwater	12/01/2024	12/2024	13,713.24	0.00	0.00	0.00	13,713.24	0.00	13,713.24
la0119		Multacom Corporation	Current	C-3933355	elec	12/01/2024	12/2024	20,788.42	0.00	0.00	0.00	20,788.42	0.00	20,788.42
la0119		Multacom Corporation	Current	C-3933356	elec	12/01/2024	12/2024	4,739.44	0.00	0.00	0.00	4,739.44	0.00	4,739.44
la0119		Multacom Corporation	Current	C-3933357	chwater	12/01/2024	12/2024	12,368.96	0.00	0.00	0.00	12,368.96	0.00	12,368.96
la0119		Multacom Corporation	Current	C-3933358	chwater	12/01/2024	12/2024	16,314.04	0.00	0.00	0.00	16,314.04	0.00	16,314.04
la0119		Multacom Corporation	Current	C-3933359	latefee	12/01/2024	12/2024	7,146.01	0.00	0.00	0.00	7,146.01	0.00	7,146.01
la0119		Multacom Corporation	Current	C-3933360	latefee	12/01/2024	12/2024	2,097.09	0.00	0.00	0.00	2,097.09	0.00	2,097.09
la0119		Multacom Corporation	Current	C-3933656	cam	12/01/2024	12/2024	941.70	0.00	0.00	0.00	941.70	0.00	941.70
la0119		Multacom Corporation	Current	R-1971483	Prepay	12/03/2024	12/2024	0.00	0.00	0.00	0.00	0.00	-58.30	-58.30



Aging Detail

DB Caption: USA LIVE 7s Property: la0119 Tenant: multila01 Status: Current, Past, Future Age As Of: 04/30/2025 Post To: 04/2025

Property	Customer	Lease	Status	Tran#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
la0119		Multacom Corporation	Current	C-3951138	elec	01/01/2025	01/2025	26,969.45	0.00	0.00	0.00	26,969.45	0.00	26,969.45
la0119		Multacom Corporation	Current	C-3951139	elec	01/01/2025	01/2025	6,299.43	0.00	0.00	0.00	6,299.43	0.00	6,299.43
la0119		Multacom Corporation	Current	C-3951140	chwater	01/01/2025	01/2025	17,094.82	0.00	0.00	0.00	17,094.82	0.00	17,094.82
la0119		Multacom Corporation	Current	C-3951141	chwater	01/01/2025	01/2025	21,181.07	0.00	0.00	0.00	21,181.07	0.00	21,181.07
la0119		Multacom Corporation	Current	R-1997608	Prepay	01/23/2025	01/2025	0.00	0.00	0.00	0.00	0.00	-57,412.80	-57,412.80
la0119		Multacom Corporation	Current	R-2015048	Prepay	02/20/2025	02/2025	0.00	0.00	0.00	0.00	0.00	-7,179.08	-7,179.08
la0119		Multacom Corporation	Current	C-4016073	elec	03/01/2025	03/2025	8,687.47	0.00	8,687.47	0.00	0.00	0.00	8,687.47
la0119		Multacom Corporation	Current	C-4016074	elec	03/01/2025	03/2025	3,137.42	0.00	3,137.42	0.00	0.00	0.00	3,137.42
la0119		Multacom Corporation	Current	C-4016075	chwater	03/01/2025	03/2025	7,692.66	0.00	7,692.66	0.00	0.00	0.00	7,692.66
la0119		Multacom Corporation	Current	C-4016076	chwater	03/01/2025	03/2025	9,646.54	0.00	9,646.54	0.00	0.00	0.00	9,646.54
la0119		Multacom Corporation	Current	C-4026185	cam	03/01/2025	03/2025	587.20	0.00	587.20	0.00	0.00	0.00	587.20
la0119		Multacom Corporation	Current	C-4047722	elec	04/01/2025	04/2025	16,276.22	16,276.22	0.00	0.00	0.00	0.00	16,276.22
la0119		Multacom Corporation	Current	C-4047723	elec	04/01/2025	04/2025	5,716.96	5,716.96	0.00	0.00	0.00	0.00	5,716.96
la0119		Multacom Corporation	Current	C-4047724	chwater	04/01/2025	04/2025	12,998.08	12,998.08	0.00	0.00	0.00	0.00	12,998.08
la0119		Multacom Corporation	Current	C-4047725	chwater	04/01/2025	04/2025	19,166.24	19,166.24	0.00	0.00	0.00	0.00	19,166.24
la0119		Multacom Corporation	Current	C-4066198	cam	04/01/2025	04/2025	5,926.00	5,926.00	0.00	0.00	0.00	0.00	5,926.00
la0119		Multacom Corporation	Current	C-4066199	cam	04/01/2025	04/2025	11,025.00	11,025.00	0.00	0.00	0.00	0.00	11,025.00
la0119		Multacom Corporation	Current	C-4066200	misc	04/01/2025	04/2025	637.50	637.50	0.00	0.00	0.00	0.00	637.50
la0119		Multacom Corporation	Current	C-4066201	realtax	04/01/2025	04/2025	1,029.00	1,029.00	0.00	0.00	0.00	0.00	1,029.00
la0119		Multacom Corporation	Current	C-4066202	realtax	04/01/2025	04/2025	1,915.00	1,915.00	0.00	0.00	0.00	0.00	1,915.00
la0119		Multacom Corporation	Current	C-4066203	rent	04/01/2025	04/2025	7,710.75	7,710.75	0.00	0.00	0.00	0.00	7,710.75
la0119		Multacom Corporation	Current	C-4066204	rent	04/01/2025	04/2025	14,343.95	14,343.95	0.00	0.00	0.00	0.00	14,343.95
		Multacom Corporation						416,915.85	96,744.70	29,751.29	0.00	290,419.86	-64,708.48	352,207.37
la0119								416,915.85	96,744.70	29,751.29	0.00	290,419.86	-64,708.48	352,207.37

Aging Detail

DB Caption: USA LIVE 7s Property: la0119 Tenant: multla01 Status: Current, Past, Future Age As Of: 04/30/2025 Post To: 04/2025

Property	Customer	Lease	Status	Tran#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
Grand Total								416,915.85	96,744.70	29,751.29	0.00	290,419.86	-64,708.48	352,207.37

Userld : Traci.Goodpaster@colliers.com Date : 4/1/2025 Time : 3:51 PM