

SECOND AMENDMENT TO STANDARD FORM OFFICE LEASE FOR
FIGUEROA PLAZA - PHASE II

This SECOND AMENDMENT TO STANDARD FORM OFFICE LEASE FOR FIGUEROA PLAZA - PHASE II ("Amendment") is made and entered into as of April 17, 1999, by and between W9/FIG REALTY, L.L.C., a Delaware limited liability company ("Landlord"), and LEWIS, D'AMATO, BRISBOIS & BISGAARD, a California limited liability partnership ("Tenant").

RECITALS:

A. Figueroa Plaza, a California general partnership, predecessor-in-interest to Landlord, and Tenant's predecessor-in-interest, LEWIS, D'AMATO, BRISBOIS & BISGAARD, a partnership including professional corporations, entered into that certain Standard Form Office Lease for Figueroa Plaza - Phase II (the "Office Lease") dated July 25, 1988, concerning approximately 78,628 rentable square feet of space (the "Premises") in the building located at 211 North Figueroa Street, Los Angeles, California (the "Building").

B. Pursuant to that certain Amendment Number 1 (the "First Amendment") dated as of May 7, 1992, the Premises were expanded to contain 98,284.93 rentable square feet of space, by the addition of approximately 19,657 rentable square feet of space located on the tenth (10th) floor of the Building.

C. The Office Lease and the First Amendment are collectively referred to herein as the "Lease."

D. The parties desire to further amend the terms of the Lease on the terms and conditions set forth in this Amendment. All terms not specifically defined herein shall have the meanings assigned to those terms in the Lease.

AGREEMENT:

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, the parties hereto hereby agree as follows:

1. **Basic Rent.** Commencing as of April 17, 1999 (the "Effective Date"), the following sentences of Section 8 of the Lease Summary attached to the Office Lease are hereby deleted and deemed to be of no further force and effect:

"On the 8th anniversary of the Commencement Date, the Basic Rent for the Initial Premises shall increase to \$2,122,956.00 which represents \$27.00 per RSF per annum. On the 10th anniversary of the Commencement Date, the Basic Rent for the Initial Premises shall increase to the Fair Market Rental Rate (as defined in Exhibit "F"), not to exceed \$33.00 per RSF per annum. ."

In addition, commencing as of the Effective Date, Section 3.02A of the Office Lease is hereby deleted and the following Section 3.02A is substituted in lieu thereof:

"A. BASIC RENT. Monthly Basic Rent shall be due and payable on the first day of each calendar month. If the RSF of the Premises, when actually measured, differs from the 98,284.93 RSF being used for the measurement of the Premises, then the RSF of the Premises shall be adjusted accordingly, but none of the economic terms of the Lease, including, but not limited to, the Monthly Basic Rent, shall be recomputed as a result thereof."

Further, notwithstanding anything to the contrary in the Lease, but subject to Section 3.02 of the Office Lease as restated hereinabove, commencing as of the Effective Date, Tenant shall pay Basic Rent as follows:

<u>Lease Year</u>	<u>Monthly Installment of Basic Rent</u>	<u>Annual Rental Rate Per Rentable Square Foot (rounded to the 4th decimal)</u>
9 (4/17/99 - 4/16/00)	\$139,237.08	\$17.00
10 (4/17/00 - 4/16/01)	\$168,722.58	\$20.60
11 (4/17/01 - 4/16/02)	\$178,209.48	\$21.7583
12 (4/17/02 - 4/16/03)	\$186,399.90	\$22.7583
13 (4/17/03 - 4/16/04)	\$194,590.31	\$23.7583
14 (4/17/04 - 4/16/05)	\$202,780.73	\$24.7583
15 (4/17/05 - 4/16/06)	\$210,971.15	\$25.7583

2. **Base Year.** Notwithstanding anything to the contrary in the Lease, as of the Effective Date, the Base Year shall be deemed to be the calendar year 1999 with respect to Operating Costs which arise or accrue on or after the Effective Date.

3. **Mutual Release of Liability.** Landlord and Tenant hereby acknowledge that there has been a dispute between them with respect to Tenant's obligation to pay for Operating Costs for the period between the Rent Commencement Date of the Lease through and including December 31, 1998. In consideration of the parties' execution and delivery of this Amendment, Landlord and Tenant hereby enter into and make the following mutual releases effective as of the date of this Amendment:

3.1 **Tenant's Release of Landlord.** Tenant, on behalf of itself and any and all of its partners, officers, agents, employees, representatives, administrators, directors, trustees, parent companies, affiliate companies, subsidiaries, divisions, shareholders, assigns, attorneys, executors, heirs, predecessors-in-interest, successors-in-interest, insurers, and all those acting on its behalf, and their respective successors, assigns, heirs, executors, administrators, and any legal or personal representatives, and each of them (hereinafter collectively the "Tenant Group"), hereby irrevocably, finally and fully releases, forgives and discharges Landlord and any and all of its partners, officers, agents, employees, representatives, administrators, directors, trustees, parent companies, affiliate companies, subsidiaries, divisions, shareholders, assigns, attorneys, executors, heirs, predecessors-in-interest, successors-in-interest, insurers, all those acting on their behalf, and their respective successors, assigns, heirs, executors, administrators, and any legal or personal representatives, and each of them (hereinafter collectively "Landlord Group"), from any and all claims, demands, causes of action, obligations, setoffs, liabilities, losses, injuries and damages of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, which the Tenant Group had or claims to have, against Landlord arising out of or connected with any Operating Costs applicable to the period commencing with the Rent Commencement Date of the Lease through and including December 31, 1998 ("Tenant's Released Claims").

3.2 **Landlord's Release of Tenant.** The Landlord Group hereby irrevocably, finally and fully releases, forgives and discharges the Tenant Group from any and all claims, demands, causes of action, obligations, setoffs, liabilities, losses, injuries and damages of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, which the Landlord Group had or claims to have, against Tenant arising out of or connected with any Operating Costs applicable to the period commencing with the Rent Commencement Date of the Lease through and including December 31, 1998 ("Landlord's Released Claims").

3.3 **Waiver of Civil Code Section 1542.** With respect to the Tenant's release of Tenant's Released Claims and Landlord's release of Landlord's Released Claims as set forth in Sections 3.1 and 3.2 above, Landlord and Tenant acknowledge that they have been advised by legal counsel and are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THE UNDERSIGNED, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVE ALL RIGHTS THEY MAY HAVE THEREUNDER, AS WELL AS ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT PERTAINING TO THE RELEASES SET FORTH HEREIN.

Landlord and Tenant represent and warrant to each other that they have executed this Amendment with full knowledge of any and all rights which they may have by reason of any of the matters described herein. Landlord and Tenant hereby further assume the risk of mistake of fact in connection with the true facts involved in connection with the matters described herein, and with respect to any facts which are now unknown to them relating thereto.

3.4 **No Release Of Obligations And Representations Contained In the Lease, as Amended.** Nothing contained in this Amendment shall operate to release or discharge Landlord or Tenant, or their successors, assigns, heirs, executors or administrators, from any claims, rights, or causes of action arising out of, relating to, or connected with the breach of any of the obligations or representations of Landlord or Tenant contained in the Lease, as amended, which do not relate to the Tenant's Released Claims or the Landlord's Released Claims. Nothing contained in this Amendment shall affect future obligations of Landlord or Tenant except as herein expressly provided and the Lease, as amended, shall continue in full force and effect, in accordance with its terms, except only as herein expressly set forth.

3.5 **Further Cooperation.** Landlord and Tenant hereto agree to execute, acknowledge and/or deliver any and all documents reasonably necessary to carry out and perform their obligations under this Section 3.

4. **Tenant Improvement Allowance.** Tenant is currently occupying the entire Premises, and accepts the Premises in its presently existing, "as is" condition. Except as set forth below, Landlord shall not be obligated to provide or pay for any improvement work related to the Premises. Tenant shall be entitled to a one time tenant improvement allowance (the "Allowance") in the amount of Seven Hundred Thirty-Seven Thousand One Hundred Thirty-Seven and 00/100 Dollars (\$737,137.00) (i.e., \$7.50 per rentable square foot of the Premises) for the costs relating to (i) Tenant's design and construction of additional improvements to be permanently affixed to the Premises (the "New Improvements"), including the cost of any consultants retained by Tenant in connection therewith, and (ii) the acquisition of furniture, fixtures and equipment to be installed in the Premises ("FF&E"), provided that a minimum of

fifty percent (50%) of the Allowance must be applied to New Improvements (the "Allowance Condition"). Tenant's installation of the New Improvements shall be made in accordance with the terms of Article VII of the Office Lease. Landlord shall disburse the Allowance in accordance with Landlord's standard disbursement procedure, as follows:

4.1 **Monthly Disbursements.** On or before the same day of each calendar month, as determined by Landlord, during the construction of the New Improvements, Tenant shall deliver to Landlord: (i) a request for payment of the general contractor (the "Contractor"), which request shall be approved by Tenant, in a form to be provided by Landlord, showing the schedule, by trade, of percentage of completion of the New Improvements in the Premises, detailing the portion of the work completed and the portion not completed; (ii) invoices from all of Tenant's subcontractors, laborers, materialmen and suppliers, and the Contractor (collectively, "Tenant's Agents") 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 Section 3262(d); and (iv) all other information 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, 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 4, 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 Allowance (not including the Final Retention), provided that Landlord does not dispute any request for payment based on non-compliance of any work with any approved working drawings, if any, or due to any substandard work, or for any other reason. 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.

4.2 **Final Retention.** Subject to the provisions of this Section 4, 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 New Improvements in the Premises, provided that (i) Tenant delivers to Landlord properly executed mechanics lien releases in compliance with both California Civil Code Section 3262(d)(2) and either Section 3262(d)(3) or Section 3262(d)(4), (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, and (iii) Tenant's architect delivers to Landlord a certificate, in a form reasonably acceptable to Landlord, certifying that the construction of the New Improvements in the Premises has been substantially completed.

4.3 **Payment for FF&E.** Notwithstanding any contrary provision of Section 4.1 or 4.2 above, Landlord shall disburse to Tenant the portion of the Allowance, if any, which

Tenant elects to use for FF&E (subject to the Allowance Condition) upon Tenant's delivery to Landlord of invoices marked as having been paid for FF&E purchased for the Premises.

5. **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 Amendment other than Insignia/ESG, Inc. and Julien J. Studley, Inc. (collectively, "Brokers") and that they know of no other real estate brokers or agents who are entitled to a commission in connection with this 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 Brokers. In addition, Tenant agrees to indemnify and defend Landlord against and hold Landlord 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 Tenant's dealings with Julien J. Studley, Inc. The terms of this Section 5 shall survive the expiration or earlier termination of the Lease, as amended.

6. **Entire Agreement.** This Amendment contains the entire agreement and understanding between Landlord and Tenant as to the matters specifically set forth in this Amendment and supersedes and replaces all prior negotiations and proposed agreements with respect thereto, written or oral. Landlord and Tenant acknowledge that no other party, or agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Amendment concerning the matters specifically set forth in this Amendment, to induce this Amendment, and Landlord and Tenant acknowledge that they have not executed this Amendment in reliance upon any such promise, representation, or warranty not contained herein.

7. **Authority To Execute Agreement.** Each individual signing this Amendment warrants and represents that he/she has the full authority to execute the Amendment on behalf of the party on whose signature he so executes and he/she is acting within the expressed scope of such authority.

8. **No Waiver.** The waiver, either expressed or implied, by any party hereto of any term and condition of this Amendment, shall not constitute a relinquishment by said party of its right to enforce the term or condition at any later date unless the Lease, as amended, is further amended in writing to so provide for an unconditional waiver.

9. **No Assignment.** As a condition of this Amendment, Landlord and Tenant represent and warrant that there has been no actual assignment or purported assignment or other transfer of any claim or other matter or any interest which has been released by any provision of this Amendment. Landlord and Tenant represent and warrant that they are the sole owners and real-parties-in-interest regarding their respective claims referred to in Section 3 above and the matters

being released by this Amendment. In the event that any representation or warranty made by Landlord or Tenant in this Section is false or incorrect, it is agreed that the party making such representation or warranty shall indemnify the other party for any and all claims, demands, causes of action, obligations, setoffs, liabilities, damages, losses, injuries, costs, expenses and attorneys' fees incurred by them or any of them as a result of such false or incorrect representation or warranty. Further, it is agreed by Landlord and Tenant that the foregoing indemnity does not require the party seeking indemnification to have made payment to a third-party claimant as a condition precedent to recovery of the indemnity granted pursuant to this Section.

10. **No Admission.** Landlord and Tenant expressly agree and acknowledge that this Amendment shall not constitute or be construed as an admission of liability, fault or wrongdoing for any purpose whatsoever.

11. **Voluntary Consent.** In entering into this Amendment, Landlord and Tenant represent and warrant that they have done so freely and voluntarily and by their own accord without reliance on any inducement, promise, or representation (a) by any other parties, except as to those matters which are expressly set forth in this Amendment, or (b) by any other person.

12. **Advice Of Counsel.** Landlord and Tenant have obtained and utilized the advice of counsel with regard to this Amendment and Landlord and Tenant have read this Amendment and are fully aware of and understand its contents.

13. **No Modification.** No waiver, modification or amendment of any term, condition or provision of this Amendment shall be valid or have any force or effect unless made in writing and signed by Landlord and Tenant.

14. **Governing Law.** This Amendment shall be governed by and interpreted according to the laws of the State of California.

15. **Interpretation.** Neither Landlord nor Tenant, nor their respective counsel, shall be deemed the drafter of this Amendment for purposes of construing the provisions hereof. The language in all parts of this Amendment shall in all cases be construed according to its fair meaning, not strictly for or against Landlord or Tenant.

16. **Confidentiality.** The terms of this Amendment shall be kept confidential by Landlord and Tenant and shall not be disclosed by Landlord or Tenant to any person not a party hereto, except for legal proceedings to enforce performance or to defend any action, where disclosure is required by law, or where otherwise required by law; or as necessary, to personal attorneys and accountants, or as agreed by Landlord and Tenant in writing.

17. **Attorneys' Fees.** In the event that any action is commenced to seek enforcement of this Amendment or declare the rights thereunder, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with that action.

18. No Further Modification. Except as specifically set forth in this Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

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

"LANDLORD"

W9/FIG REALTY, L.L.C.,
a Delaware limited liability company

By: IFC Acquisition Corp. II
Its: Managing Member

By: MM MM

Its: VP-Asset Management

"TENANT"

LEWIS, D'AMATO, BRISBOIS &
BISGAARD, a California limited liability
partnership

By: [Signature]

Its: [Signature]

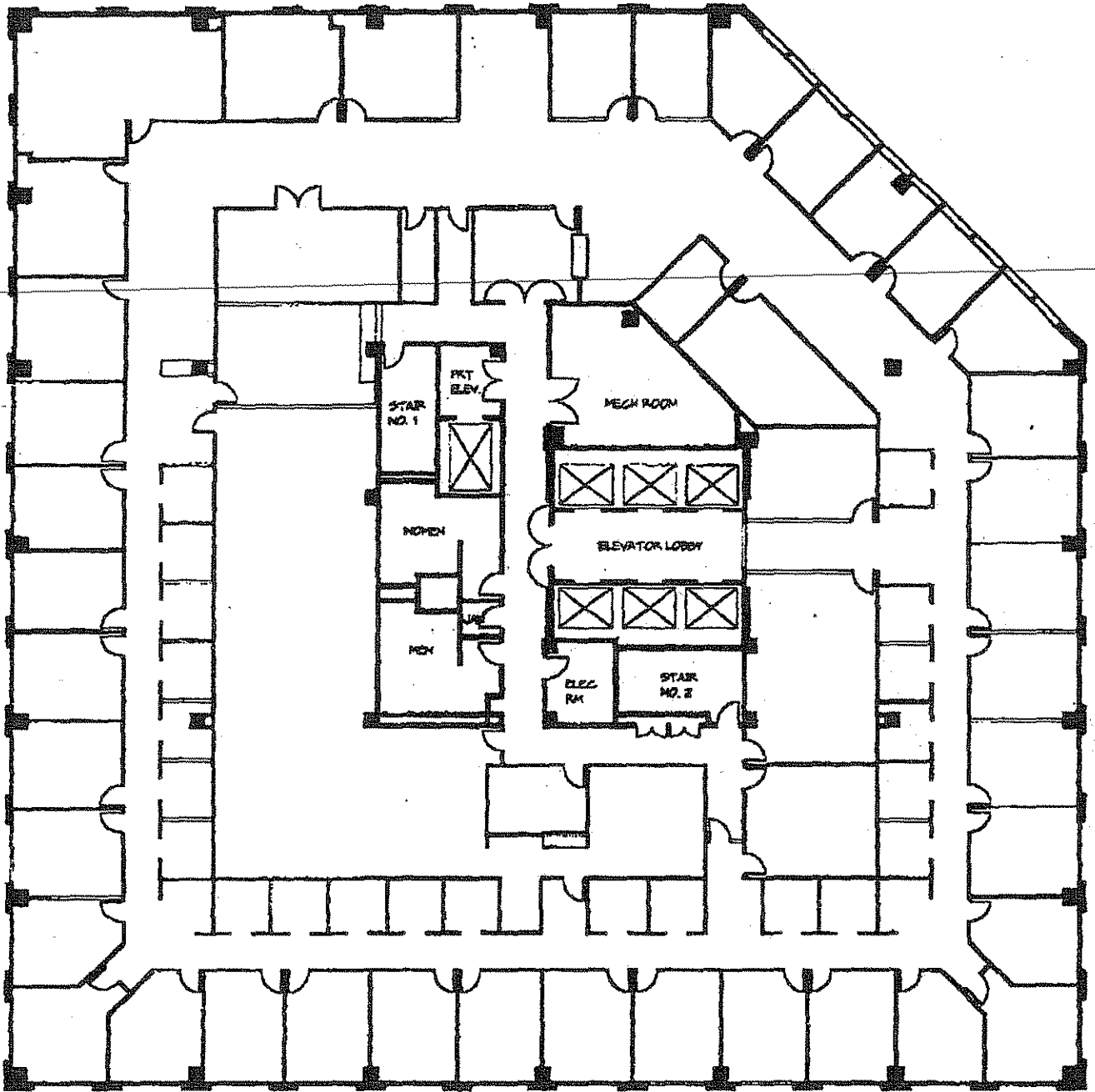


Exhibit "B"