

SEVENTH AMENDMENT TO STANDARD FORM OFFICE LEASE FOR

FIGUEROA PLAZA - PHASE II

This SEVENTH AMENDMENT TO STANDARD FORM OFFICE LEASE FOR FIGUEROA PLAZA - PHASE II ("Seventh Amendment") is made and entered into as of May 22, 2003, by and between FIGUEROA PLAZA PROPERTIES, LLC, a Delaware limited liability company ("Landlord"), and LEWIS, BRISBOIS, BISGAARD & SMITH LLP, a California limited liability partnership ("Tenant").

RECITALS:

A. Figueroa Plaza, a California general partnership, predecessor-in-interest to Landlord, and Lewis, D'Amato, Brisbois & Bisgaard, a partnership including professional corporations, predecessor-in-interest to Tenant, entered into that certain Standard Form Office Lease for Figueroa Plaza - Phase II dated July 25, 1988 (the "Office Lease"), as amended by that certain Amendment Number 1 dated May 7, 1992 (the "First Amendment"), that certain Second Amendment to Standard Form Office Lease for Figueroa Plaza - Phase II dated April 17, 1999 (the "Second Amendment"), that certain Third Amendment to Standard Form Office Lease for Figueroa Plaza - Phase II dated November 22, 2000 (the "Third Amendment"), that certain Fourth Amendment to Standard Form Office Lease for Figueroa Plaza - Phase II dated February 2, 2001 (the "Fourth Amendment"), that certain Fifth Amendment to Standard Form Office Lease for Figueroa Plaza - Phase II dated February 7, 2002 (the "Fifth Amendment"), and that certain Sixth Amendment to Standard Form Office Lease for Figueroa Plaza - Phase II dated August 23, 2002 (the "Sixth Amendment"), concerning 133,498.93 rentable square feet of space in the aggregate (the "Premises"), which are comprised of (i) 123,168.93 rentable square feet of space located in that certain building located at 221 North Figueroa Street, Los Angeles, California (the "221 Building"), and (ii) 10,330 rentable square feet of space located on the eleventh (11th) floor (the "Suite 1100 Space") of that certain building located at 201 North Figueroa Street, Los Angeles, California (the "201 Building"). The 221 Building and the 201 Building are part of a project commonly known as "Figueroa Plaza."

B. The Office Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment are collectively referred to herein as the "Lease."

C. Concurrently with the execution of this Seventh Amendment, and as a condition to the effectiveness hereof, Landlord, Tenant, the City of Los Angeles (the "City"), and Ivie, McNeill & Wyatt, a Professional Law Corporation ("Ivie"), shall enter into that certain Agreement (the "Four Party Agreement"), which provides, among other things, for the City to exchange its interest in the "9th Floor Premises," as that term is defined in Section 3, below, for Tenant's interest in the Suite 1100 Space and Ivie's interest in that certain space commonly known as Suite 1150 located on the 11th floor of the 201 Building (the "Suite 1150 Space"), in which event (i) the City thereafter would lease the Suite 1100 Space and the Suite 1150 Space (but not the 9th Floor Premises) directly from Landlord, (ii) Tenant thereafter would lease the 9th

Floor Premises (but not the Suite 1100 Space) directly from Landlord, (iii) Ivie's lease of the Suite 1150 Space would be terminated, and (iv) Tenant would have no further rights or obligations with respect to the Suite 1150 Space or, except as otherwise expressly provided herein, the Suite 1100 Space.

D. Also concurrently with the execution of this Seventh Amendment, and as a condition to the effectiveness hereof, Landlord and Ivie shall enter into that certain Lease Termination Agreement (the "Ivie Termination Agreement"), whereby Ivie's lease of the Suite 1150 Space shall be terminated.

E. The parties desire to further amend the terms of the Lease on the terms and conditions set forth in this Seventh Amendment. All terms not specifically defined herein shall have the meanings assigned to those terms in the Office 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. Effective Date. As used herein, the "Effective Date" shall mean and refer to the "Termination Date," as that term is defined in Section 1 of the Ivie Termination Agreement. (1/10/20)

2. Give-Back of Suite 1100 Space.

2.1 In General. Notwithstanding anything in the Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that, effective as of the Effective Date, Tenant shall quit and surrender and deliver exclusive possession to Landlord of the Suite 1100 Space, in accordance with the terms of the Lease, as amended. Effective as of the Effective Date, Tenant's tenancy of the Suite 1100 Space shall terminate and be of no further force or effect, and Landlord and Tenant shall be relieved of their respective obligations under the Lease, as amended, arising from and after the Effective Date with respect to the Suite 1100 Space only, except those obligations under the Lease, as hereby amended, which specifically survive the expiration or earlier termination of the Lease. Based upon the termination of Tenant's lease of the Suite 1100 Space as set forth herein, effective as of the Effective Date, the Suite 1100 Space shall no longer be a part of the Premises. In the event Tenant does not timely vacate the Suite 1100 Space on or before the Effective Date in accordance with the terms hereof, then Tenant's continued occupancy of the Suite 1100 Space shall be deemed to be that of a licensee of the City and shall be subject and subordinate in all respects to the terms and conditions of the City's lease of the Suite 1100 Space.

2.2 Representations and Warranties. Tenant represents and warrants to Landlord that, with respect to the Suite 1100 Space, except in connection with the transactions contemplated by the Four Party Agreement and this Seventh Amendment, (a) Tenant has not heretofore sublet the Suite 1100 Space nor assigned all or any portion of its interest in the Lease, as amended, with respect thereto, nor shall any such transaction be in effect as of the Effective

Date, (b) no other person, firm or entity has any right, title or interest in the Lease, as amended, with respect to the Suite 1100 Space, and (c) Tenant has the full right, legal power and actual authority to enter into this Seventh Amendment and to terminate Tenant's lease of the Suite 1100 Space without the consent of any person, firm or entity. Tenant further represents and warrants to Landlord that as of the date hereof there are no, and as of the Effective Date there shall be no, mechanic's liens or other liens encumbering all or any portion of the Suite 1100 Space by virtue of any act or omission on the part of Tenant, its predecessors, contractors, agents, employees, successors or assigns; provided, however, that Tenant shall have the right to contest the validity of any lien purported to be attached to the Suite 1100 Space. The representations and warranties set forth in this Section 2.2 shall survive the termination of Tenant's lease of the Suite 1100 Space and Tenant shall be liable to Landlord for any inaccuracy or any breach thereof.

3. 9th Floor Premises. Effective as of the full execution and delivery of this Seventh Amendment (the "9th Floor Commencement Date"), the Premises shall be expanded to include approximately 19,987 rentable square feet of space in the aggregate (collectively, the "9th Floor Premises") located on the ninth (9th) floor of the 221 Building, consisting of (i) approximately 10,330 rentable square feet of space commonly known as Suite 900, and (ii) approximately 9,657 rentable square feet of space commonly known as Suite 950. The 9th Floor Premises are further set forth on Exhibit A attached hereto. Notwithstanding anything in Section 1.02 of the Office Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that the rentable square footage of the 9th Floor Premises, as set forth herein, shall be conclusive for all purposes hereunder and shall not be subject to remeasurement or modification. Accordingly, following the 9th Floor Commencement Date, the Premises shall consist of 153,485.93 rentable square feet of space, in the aggregate; provided, however, that following the Effective Date, the Premises shall consist of 143,155.93 rentable square feet of space in the aggregate. Tenant's lease of the 9th Floor Premises shall, subject to the terms of the Lease, expire coterminously with Tenant's lease of the Premises, on the "Extended Term Expiration Date," as that term is defined in Section 3.1 of the Fifth Amendment (*i.e.*, November 30, 2012). Landlord and Tenant acknowledge that the 9th Floor Premises is currently leased by the City pursuant to the terms of an existing lease between Landlord and the City and that, concurrently with the execution of this Seventh Amendment, and as a condition to the effectiveness hereof, Landlord and the City shall enter into an amendment of said lease to terminate the City's tenancy of the 9th Floor Premises effective as of the 9th Floor Commencement Date. Landlord and Tenant hereby acknowledge and agree that Tenant has been given access to the 9th Floor Premises by the City to commence construction of improvements in the 9th Floor Premises pursuant to plans approved by Landlord. Notwithstanding the foregoing, or anything to the contrary contained in this Seventh Amendment or in the Four Party Agreement, in the event that Landlord is unable to deliver exclusive possession of the 9th Floor Premises to Tenant on the 9th Floor Commencement Date due to the holding over of the City in the 9th Floor Premises, Landlord shall have no liability to Tenant for any damages resulting therefrom and Landlord shall have no obligation to remove the City from the 9th Floor Premises (it being understood that Tenant shall coordinate directly with the City regarding the City's surrender of possession of the 9th Floor Premises), and the holding over of the City in the 9th Floor Premises shall not (A) delay the commencement of Tenant's lease of the 9th Floor Premises, which shall in any event occur on the 9th Floor Commencement Date, (B) affect Tenant's obligation to pay Rent for the 9th Floor Premises commencing on the 9th Floor Commencement Date, or (C) otherwise affect the validity of the Lease, as amended hereby, or the obligations of Tenant thereunder, it being understood that any continued

occupancy by the City of the 9th Floor Premises from and after the 9th Floor Commencement Date shall be deemed to be pursuant to a license granted by Tenant to the City which shall be subject and subordinate in all respects to the terms and conditions of the Lease, as amended hereby.

4. Rent for 9th Floor Premises.

4.1 Basic Rent. During the term of Tenant's lease of the 9th Floor Premises, Tenant shall pay Basic Rent for the 9th Floor Premises in the amounts set forth below, which amounts shall be payable in equal monthly installments, in accordance with the terms set forth in Section 3 of the Office Lease.

<u>Period of Lease Term</u>	<u>Monthly Basic Rent for 9th Floor Premises</u>	<u>Annual Basic Rent per Rentable Square Foot of 9th Floor Premises</u>
9 th Floor Commencement Date – April 16, 2003	\$37,905.85	\$22.7583
April 17, 2003 – April 16, 2004	\$39,571.43	\$23.7583
April 17, 2004 – April 16, 2005	\$41,237.01	\$24.7583
April 17, 2005 – April 16, 2006	\$42,902.60	\$25.7583
April 17, 2006 – April 16, 2007	\$44,568.18	\$26.7583
April 17, 2007 – April 16, 2008	\$45,803.54	\$27.50
April 17, 2008 – April 16, 2009	\$46,636.33	\$28.00
April 17, 2009 – April 16, 2010	\$47,469.13	\$28.50
April 17, 2010 – April 16, 2011	\$47,885.52	\$28.75
April 17, 2011 – April 16, 2012	\$48,718.31	\$29.25
April 17, 2012 – Extended Term Expiration Date	\$49,134.71	\$29.50

Notwithstanding the foregoing, provided that Tenant is not then in default under the Lease, as amended, beyond any applicable notice and cure period set forth therein, Tenant shall not be required to pay a portion of the Basic Rent due for the first (1st) three (3) months of Tenant's lease of the 9th Floor Premises, in an amount equal to the product of (i) the Monthly Basic Rent payable by Tenant, on a per rentable square foot basis, pursuant to the terms of this Section 4.1, multiplied by (ii) 9,657 rentable square feet (the "Rent Credit").

4.2 **Additional Rent.** During the term of Tenant's lease of the 9th Floor Premises, Tenant shall pay Tenant's Percentage Share of Operating Costs with respect to the 9th Floor Premises in accordance with the terms of the Lease, provided that with respect to the 9th Floor Premises (i) the Base Year shall be (A) the calendar year 2000, with respect to that portion of the 9th Floor Space designated as Suite 900, and (B) the calendar year 2003, with respect to that portion of the 9th Floor Space designated as Suite 950, (ii) Tenant's Share shall be (I) 3.38%, with respect to that portion of the 9th Floor Space designated as Suite 900; and (II) 3.12%; with respect to that portion of the 9th Floor Space designated as Suite 950; and (iii) the Operating Costs shall be calculated based upon the expenses incurred with respect to the 221 Building, not the 201 Building.

5. **Condition of 9th Floor Premises; 9th Floor Improvement Allowance.** Except as otherwise provided in this Section 5 with respect to the 9th Floor Improvement Allowance, Tenant shall accept the 9th Floor Premises in their then existing, "as-is" condition as of the 9th Floor Commencement Date, and Landlord shall have no obligation to perform any improvement work to the 9th Floor Premises. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the 9th Floor Premises or with respect to the suitability of the 9th Floor Premises for the conduct of Tenant's business. Provided that Tenant is not then in material default under the Lease, as amended, beyond any applicable notice and cure period set forth therein, Tenant shall be entitled to a one-time allowance in an amount of up to \$451,439.12 (the "9th Floor Improvement Allowance") for actual, out-of-pocket costs incurred by Tenant in connection with the purchase and installation of improvements to the 9th Floor Premises (the "9th Floor Improvements"). Landlord and Tenant acknowledge and agree that Tenant has commenced construction of the 9th Floor Improvements pursuant to plans which have been approved by Landlord, and Tenant warrants and represents that such construction and installation is being performed with the prior consent of the City. Following the 9th Floor Commencement Date, Landlord shall, within thirty (30) days following receipt of invoices marked as paid, unconditional mechanics' lien releases and such other information as Landlord may reasonably request with respect to the 9th Floor Improvements, reimburse Tenant for actual, out-of-pocket costs incurred by Tenant in connection with the construction and/or installation of the 9th Floor Improvements; provided, however, that in no event shall Landlord's disbursements pursuant to this Section 5 exceed the 9th Floor Improvement Allowance. In the event that the 9th Floor Improvement Allowance is not fully utilized by Tenant on or before December 31, 2003, then such unused amounts shall be applied by Landlord as a credit against Monthly Basic Rent next coming due under the Lease from Tenant.

6. **Deletions.** Effective as of the Effective Date, Sections 6 and 10 of the Sixth Amendment shall be deleted in their entirety and shall be of no further force or effect.

7. **Conflict.** As between Landlord and Tenant, in the event of a conflict between the terms of this Seventh Amendment and the terms of the Four Party Agreement, the terms of this Seventh Amendment shall control.

8. **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 Seventh 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 Seventh 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. The terms of this Section 8 shall survive the expiration or earlier termination of the Lease, as amended.

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

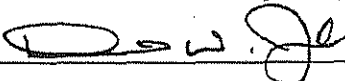
10. Interpretation. Neither Landlord nor Tenant, nor their respective counsel, shall be deemed the drafter of this Seventh Amendment for purposes of construing the provisions hereof. The language in all parts of this Seventh Amendment shall in all cases be construed according to its fair meaning, not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

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

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

"LANDLORD"

FIGUEROA PLAZA PROPERTIES, LLC,
a Delaware limited liability company

By: 

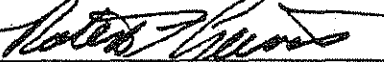
As: David W. Jackson

As: President & its

As: Managing Member
Northridge Capital, Inc.

"TENANT"

LEWIS, BRISBOIS, BISGAARD & SMITH
LLP, a California limited liability partnership

By: 

Its: Atty. General

EXHIBIT A

9TH FLOOR PREMISES

