



SUPPLEMENTAL LEASE AGREEMENT

Number: 2

Lease Number: GS-09B-02276

Date: April 12, 2011

Address of the Premises: 1938 Saturn Street
Monterey Park, CA 91754-7417

THIS AGREEMENT made and entered into this date by and between GLOBAL PACIFIC DEVELOPMENT, LLC

whose address is 20888 Amar Road, Suite 203
Walnut, CA 91789

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

WHEREAS, the parties hereto desire to amend the above Lease to establish the date of beneficial occupancy effective January 1, 2011, adjust square footage for the re-measurement of space, adjust rent, adjust commission and commission credit, provide Lump Sum payment for Excess Tenant Improvements, and provide "Notice to Proceed" (NTP) for Phase 2 AV System/Infrastructure.

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

Paragraphs 1, 9, 10, 25, and 27 are hereby deleted in their entirety and replaced with the following. Paragraphs 28 & 29 are hereby added as follows:

1. Paragraph 1, *Premises*, of this lease is amended:

The Lessor hereby leases to the Government the following described premises:

44,097 rentable square feet (r.s.f.), yielding approximately 43,936 ANSI/BOMA Office Area square feet and related space located at the Saturn Corporate Center, 1938 Saturn Street, Monterey Park, CA, 91754-7417, together with 124 onsite, secure (private, restricted access) parking spaces, as depicted on the attached Site Plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

9. Paragraph 9, *Term*, of this lease is amended:

TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning January 1, 2011 through December 31, 2025, subject to termination and renewal rights as may be hereinafter set forth.

JKY CB

10. Paragraph 10, *Rent*, of this lease is amended:

The Government shall pay the Lessor annual rent as follows:

- For months 1 through 120, annual rent of \$2,018,485.47 at the rate of \$168,207.1225 per month in arrears:

	Rentable Sq. Foot Rate	Annual Rent	Monthly Rent
Shell Rent	\$29.50	\$1,300,861.50	\$108,405.1251
Operating Cost	\$8.64	\$380,998.08	\$31,749.84
Amortization of TI	\$7.633759	\$336,625.89	\$28,052.1574
Full Service Rent	\$45.773759	\$2,018,485.47	\$168,207.1225

- For months 121 through 180, annual rent of \$1,613,068.26 at the rate of \$134,422.355 per month in arrears:

	Rentable Sq. Foot Rate	Annual Rent	Monthly Rent
Shell Rent	\$27.94	\$1,232,070.18	\$102,672.515
Operating Cost	\$8.64	\$380,998.08	\$31,749.84
Amortization of TI	\$0.00	\$0.00	\$0.00
Full Service Rent	\$36.58	\$1,613,068.26	\$134,422.355

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

Global Pacific Development, LLC
20888 Amar Road, Suite 203
Walnut, CA 91789

25. Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$168,207.1225 minus prorated Commission Credit of [REDACTED] equals \$ [REDACTED]
adjusted First Month's Rent

Second Month's Rental Payment \$168,207.1225 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Second Month's Rent

Third Month's Rental Payment \$168,207.1225 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Third Month's Rent

27. Pursuant to the U.S. GOVERNMENT LEASE FOR REAL PROPERTY, SF-2, SLA 1 and SLA No. 2 for the above referenced contract, the breakdown of TIs (by way of allowance & excess tenant improvements/lump sum payment) and obligated at this time are as follows:

- 1) Total TI Costs \$4,481,257.00
- Less:
- 2) Total TI Allowance Amortized \$2,416,030.09
- 3) Total Lump Sum Payment (due to the Lessor) \$2,065,226.91 (Excess TIs, Shoot House/flag poles, AV Phase 1 and AV Phase 2)

The Government will provide a lump sum payment of \$2,065,226.91 to Lessor upon satisfactory completion and acceptance of the space for buildout.

The above referenced costs are subject to adjustment based on the final, actual scope of work for the buildout. Any additional items added to the current scope of work must be incorporated by way of a subsequent SLA and/or formally approved by the Contracting Officer via written correspondence."

GSA

GSA Public Buildings Service

28 In accordance with the above referenced contract, the Government is required to provide a **Notice to Proceed (NTP)** in order for the Lessor to commence construction of the Excess Tenant Improvements (Tis), and the Shoot House, flag poles, and Phase 1 AV Infrastructure in the amount of \$1,911,339.00

And a **Notice to Proceed (NTP)** is also provided for the AV System Phase 2 in the amount of \$153,887.91. Payment for the AV System Phase 2 will be paid in a subsequent Supplemental Lease Agreement. The actual lump payment terms and conditions for the reimbursable lump-sum item, AV System Phase 2 will be memorialized in a subsequent SLA.

29 Paragraph 27 is added for describing the Excess Tenant Improvements/Lump Sum Payment, per SLA 1 and SLA No. 2. The Government agrees to pay \$2,065,226.91 in the form of a lump sum payment for the excess tenant improvements. The Lessor shall submit for Lump Sum Payment an original and one copy of the invoice for the reimbursable work items, including the annotation of PS Number "PS0020113", on the invoice. The original invoice shall be remitted to the Contracting Officer at

**GSA, Real Estate Acquisition
Broker Branch
450 Golden Gate Avenue, 3rd Floor East
San Francisco, CA 94102**

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

BY

(Signature)

MANAGER

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
Lease Contracting Officer
(Official Title)