GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE 10/15/2014
ADDRESS OF PREMISES: ONE WORLD TRADE CENTER LONG BEACH, CA 90831	TO LEASE NO. **GS-09B-02938**	

THIS AGREEMENT, made and entered into this date by and between: Legacy Partners II LB World Trade, LLC

Whose address is: One World Trade Center, Suite 198
Long Beach, California 90831-0002

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

WHEREAS, the parties hereto desire to amend the above Lease to extend the term and reduce the leased premises.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 1, 2014 as follows:

This Lease Amendment is to adjust the amortized tenant improvement rental rate to be included with the lease payments effective May 1, 2014 with the broker commission and commission credit adjusted accordingly. Paragraphs 1.03, 1.04 and 1.08 are hereby deleted and replaced with the following Paragraphs 1.03, 1.04 and 1.08:

"1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Year 1 (Months 1-5) *Oct 1 – Feb 28, 2014*	Year 1 (Months 6-7) *Mar 1 – April 30, 2014*	Year 1 (Months 8-10) *May 1 -- Jul 31, 2014*	Year 1 (Months 11-12) *Aug 1 – Sep 30*
	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rental Rate	$0.00	$1,021,730.72	$1,021,730.72	$1,021,730.72
Tenant Improvements*	$0.00	$0.00	$94,743.28	$94,743.28
Operating Costs	$0.00	$452,397.60	$452,397.60	$452,397.60
Parking Costs**	$0.00	$19,080.00	$19,080.00	$88,200.00
Full Service Rate	$0.00	$1,493,208.32	$1,587,951.60	$1,657,071.60

	Years 2 - 5	Years 6 - 10
	Annual Rent	Annual Rent
Shell Rental Rate	$1,021,730.72	$1,522,807.36
Tenant Improvements*	$94,743.28	$0.00
Operating Costs	$467,103.60	$467,103.60
Parking Costs**	$88,200.00	$88,200.00
Full Service Rate	$1,671,777.60	$2,078,110.96

**The Tenant Improvements Allowance is amortized at a rate of 5 percent per annum for 53 months commencing on 5/1/2014*
***SLA #2 added an additional 15 parking spaces to the lease effective 3/1/2014 at an annual cost of $19,080.00.*

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 47,308 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease,

including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease."

"1.04 BROKER COMMISSION AND COMMISSION CREDIT:

Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission, will be payable to **Jones Lang LaSalle** with the remaining [redacted] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 6 Rental Payment $124,434.03 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 6th Month's Rent.

Month 7 Rental Payment $124,434.03 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 7th Month's Rent.

Month 8 Rental Payment $132,329.30 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 8th Month's Rent."

"1.08 TENANT IMPROVEMENT ALLOWANCE

The Tenant Improvement Allowance for purposes of this Lease is $7.921911 per ABOA sq. ft. ($374,769.77 total). The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. This amount is amortized 53 months beginning on 5/1/2014 at an annual interest rate of 5.00 percent. "

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

LESSOR: **LEGACY PARTNERS II LB WORLD TRADE, LLC**

a Delaware limited liability company

BY: LEGACY PARTNERS COMMERCIAL, L.P.,
a California limited partnership,
as Manager and Agent for Owner

By: LEGACY PARTNERS COMMERCIAL, INC.,
General Partner

[redacted]

Debra Smith
Chief Administrative Officer
DRE #00975555
BL DRE #01464134

IN THE PRESENCE OF (witnessed by:)

BY [redacted] Sr. Administrative Assistant
(Title)

UNITE[redacted]ERVICES ADMINISTRATION, Public Buildings Service.

BY [redacted]
Christ[redacted]
Contracting Officer,
GSA Real Estate Division