GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 3/12/2014
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 add 6 additional unreserved structured parking spaces and 9 additional surface parking lot spaces; and increase the annual rental rate by $19,080 to account for the increase in leased parking spaces effective on March 1, 2014.

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 October 1, 2013 as follows:

This Lease Amendment is to add 6 additional unreserved structured parking spaces and 9 additional surface parking lot spaces; and increase the annual rental rate by $19,080 to account for the increase in leased parking spaces effective on March 1, 2014. Paragraphs 1.01 and 1.03 are hereby deleted and replaced with the following Paragraphs 1.01 and 1.03.

"1.01 EXPRESS APPURTENANT RIGHTS

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 61 total parking spaces of which 32 shall be tandem reserved structured parking spaces, 6 shall be unreserved structured parking spaces, and 23 shall be surface parking spaces located on the plans attached hereto as Exhibit B. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation."

1.03 RENT AND OTHER CONSIDERATION

	Year 1 (Months 1-5)		Year 1 (Months 6-10)	Year 1 (Months 11-12)
	Annu	Annual Rent	Annual Rent	Annual Rent
Shell Rental Rate	$00.00	$00.00	$1,021,730.72	$1,021,730.72
Tenant Improvements Rental Rate*	$00.00	$00.00	$160,696.86	$160,696.86
Operating Costs*	$00.00	$00.00	$452,397.60	$452,397.60
Parking Costs	$00.00	$00.00	$19,080.00	$88,200.00
Full Service Rate	$00.00	$00.00	$1,653,905.18	$1,723,025.18

	Years 2 - 5	Years 6 - 10
	Annu I Ren	Annual Rent
Shell Rental Rate	$1,021,730.72	$1,522,807.36
Tenant Improvements Rental Rat *	$160,696.86	$00.00
Operating Costs*	$467,103.60	$467,103.60
Parking Costs	$88,200.00	$88,200.00
Full Service Rate	$1,737,731.18	$2,078,110.96

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."

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: LEGA[redacted]
Gene[redacted]

By: [redacted]

DRE #01178811 BL DRE #01464134

IN THE PRESENCE OF (witnessed by:)

BY [redacted] SR. ADMINISTRATIVE ASSISTANT.
(Title)

[redacted]L SERVICES ADMINISTRATION, Public Buildings Service.

[redacted]

Contracting Officer,
GSA Real Estate Division