

**Lease Amendment
Number 1**

Lease Number: GS-09B-02870 **Date:** 3/14/2013

One World Trade Center, Suite 2300, Long Beach, California 90831-0198

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 90831-0198

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 establish Lease Term, Commencement, modify the rent table and to finalize Tenant Improvement costs.

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Lease Commencement has been established as April 1, 2013. The lease term is 15 years, 10 years firm.

Paragraphs 1.03A, 1.04, and 1.05 are hereby deleted and the following substituted therefore.

1.03.

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

	04/01/13–11/30/13		12/01/13 – 03/31/18		04/01/18 – 03/31/23		04/01/23 – 03/31/28	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rental Rate	\$ 0	\$ 0	\$170,853.15	\$21.37	\$199,875.00	\$25.00	\$223,860.00	\$28.00
Tenant Improvements Rental Rate*	\$ 0	\$ 0	\$1,892.68	\$0.24	\$1,892.68	\$0.24	\$0	\$0
Operating Costs*	\$ 0	\$ 0	\$68,357.25	\$ 8.55	\$68,357.25	\$ 8.55	\$68,357.25	\$8.55
Full Service Rate	\$ 0	\$ 0	\$241,103.08	\$30.16	\$270,124.93	\$33.79	\$292,217.25	\$36.55

*The Tenant Improvements Allowance is amortized at a rate of 5 percent per annum for 10 years.

1.04 Broker Commission and Commission Credit:

Carpenter/Robbins Commercial Real Estate, Inc. ("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 **Carpenter/Robbins Commercial Real Estate, Inc.** 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 9 Rental Payment **\$ 20,091.92** minus prorated Commission Credit of \$ [REDACTED] equals \$ [REDACTED] adjusted 9th Month's Rent.
- Month 10 Rental Payment **\$ 20,091.92** minus prorated Commission Credit of \$ [REDACTED] equals \$ [REDACTED] adjusted 10th Month's Rent.
- Month 11 Rental Payment **\$ 20,091.92** minus prorated Commission Credit of \$ [REDACTED] equals \$ [REDACTED] adjusted 11th Month's Rent.
- Month 12 Rental Payment **\$ 20,091.92** minus prorated Commission Credit of \$ [REDACTED] equals \$ [REDACTED] adjusted 12th Month's Rent.

Continued on Page 2

Continued from page 1

1.05 Termination Right:

The Government may terminate this Lease, in whole or in part, at any time effective after March 31, 2023 by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

The following Change Orders are authorized by the Government:

Change Order No.	Approval Date	Description	Amount
1	11/05/12	Lessor's Management Fee and Permitting	\$ [REDACTED]
2	01/10/13	Upper Cabinets in Kitchen, Kick plates, Door Refinishing, CAT6 Cabling	\$ [REDACTED]
TOTAL			\$ 4,663.35

Tenant Improvement Overage, at NTP \$ 10,207.00
Tenant Improvement Change Orders \$ 4,663.35
 Tenant Improvement Costs to be Amortized \$ 14,870.35

All other terms and conditions of the lease shall remain in force and effect.

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

By: [REDACTED]

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

In Presence [REDACTED]

4000 Third Ave., Suite 600 Foster City CA 94404
(Address)

United [REDACTED]

[REDACTED] _____
 (Title)