

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09B-02962
ADDRESS OF PREMISES: 2435 Polvorosa Drive, San Leandro, CA 94577-2237	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between

LBA-RIV COMPANY XIII, LLC

whose address is: 17901 VON KARMAN AVENUE, SUITE 950
IRVINE, CA 92614-6333

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 incorporate the following language to the lease and to issue the Notice To Proceed for the Tenant Improvement construction

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

Paragraphs 1 & 2 are added to the Lease;

1. NOTICE TO PROCEED:

Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified here as Exhibit No.1, in the amount of \$801,550.00. The total costs for tenant improvements are \$841,106.87, inclusive of all management and architectural fees. The balance of \$39,556.87 shall be covered as part of the Lessor's cost and expense.

The Tenant Improvement Allowance of \$801,550.00 will be amortized into the rent at seven (7) percent interest over the firm term of the lease.

2. CONCRETE SLAB CERTIFICATION

The Government requires certification that the warehouse concrete slab has a load capacity as specified in the Lease. In the absence of the floor load capacity verification and in conversations with the Lessor representative; the Government shall not be held liable for any future damages, such as floor cracks, to the facility as a result of storing heavy objects.

Should the concrete slab certification show that the existing floors do not meet the minimum floor load requirement (150 pounds per square foot), the Lessor shall be held responsible, at the Lessor's own cost and expense, to make the necessary corrective measures to meet the minimum floor load requirements identified in the lease. Corrective measures shall include restoration of any damaged Government equipment, removal and return of any furnishings, including the disassembly and reassembly of storage racks, compact shelving and all other Tenant Improvements installed before the minimum floor load is met.

This Lease Amendment contains 1 page.

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.

FOR THE LESSOR

Signature: _____
 Name: Perry Schortfeld
 Title: Principal
 Entity Name: LBA-RIV COMPANY XIII, LLC.
 Date: January 28, 2013

FOR THE GOVERNMENT

Signature: _____
 Name: PETER STON
 Title: Lease Contracting Officer
 Entity Name: GSA, Public Buildings Service
 Date: February 5, 2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Traci Spizzardi
 Title: Executive Assistant
 Entity Name: LBA-RIV Company XIII, LLC.
 Date: January 28, 2013