

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE  
AGREEMENT #1

DATE

10/10  
10/20/12

lee

TO LEASE NO. GS-09B-02770

ADDRESS OF PREMISES: 3640 East Wier Avenue, Phoenix, AZ 85040-2932

THIS AGREEMENT, made and entered into this date by and between **LBA Realty Fund II - WBP II, LLC**

whose address is 17901 Von Karman Avenue, Suite 950  
Irvine, CA 92614

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

WHEREAS, the parties hereto desire to amend the above Lease.

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:

To establish beneficial occupancy and to establish a termination right date:

In this regard, Paragraphs 1, 2, 3, and 4 of Lease No. GS-09B-02770 are hereby replaced in their entirety with the following:

- "1. The Lessor hereby leases to the Government the following described premises: 11,504 Rentable Square Feet ("RSF"), yielding 10,503 ANSI/BOMA Office Area square feet and related space located on the first floor at the Diablo Business Center, 3640 East Wier Avenue, Phoenix, AZ, 85040-2932 together with thirty five (35) surface, secured, and reserved parking spaces onsite for Government Vehicles and fenced parking for three (3) 8x17 foot trailers to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."
- "2. TO HAVE AND TO HOLD said premises with their appurtenances for the term beginning on July 13, 2012 through July 12, 2022 subject to termination rights as may be hereinafter set forth."
- "3. The Government shall pay the Lessor annual rent of \$242,892.22 at the rate of \$20,241.01833 per month in arrears for years one (1) through five (5). The annual rent includes the shell rent rate of \$11.79/RSF, amortized tenant improvement rate of \$4.913719/RSF, and the base operating rate of \$4.41 per rentable square foot. For years six (6) through ten (10), the Government shall pay the Lessor an annual rent of \$215,700.00 at the rate of \$17,975.00 per month. The annual composite rate for year six (6) through ten (10) of \$18.75 per rentable square foot includes shell rent rate of \$14.34 per rentable square foot and the base operating rate of \$4.41 per rentable square foot. The operating rent is subject to CPI adjustments as explained hereinafter. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

LBA Realty Fund II – WBP II, LLC  
17901 Von Karman Ave, Suite 950  
Irvine, CA 92614"

Continued on Attachment Sheet Number 1, Attached hereto and made a part of LEASE NO. GS-09B-02770

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

**LESSOR: LBA Realty Fund II - WBP II, LLC**

BY [Signature]  
(Signature)

[Signature]  
(Title)

IN THE PRESENCE OF (witnessed by:)

[Signature]  
(Signature)

17901 VON KARMAN AVE #950 IRVINE CA  
(Address)

**UNITED STATES OF AMERICA General Services Administration**

BY [Signature]

Contracting Officer  
GSA, PBS, READ

