

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

**SUPPLEMENTAL
AGREEMENT
No. 1**

DATE

2-10-2012

TO LEASE NO GS-09B-02757

ADDRESS OF PREMISES: 701 S. Parker Street, Orange, California 92868-4720

THIS AGREEMENT, made and entered into this date by and between **Wilshire Tower Apartments, LLC, dba Orange Financial Center**

whose address is: 888 S. Disneyland Drive, Suite 101
Anaheim, CA 92802

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 Beneficial Occupancy as of **December 7, 2011** and commence rental payments, establish final TI cost, amortize TI cost, and adjust commission and commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government.

Paragraphs 4, 9, 10, 17 and 24 of the lease are deleted and the following substituted therefore.

"4. The Government may terminate this lease in whole or in part effective December 7, 2016 by giving at least sixty (60) days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the date of mailing."

"9. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on December 7, 2011 through December 6, 2021, subject to termination rights setforth above."

"10. The Government shall pay the Lessor annual rent as follows:

Months	Shell/RSF	Operating Expenses/RSF*	Tenant Improvements (for period)	Total Monthly Rent	Total Rent (for period)
1-8	\$6.35	\$2.95	\$16,041.76	\$4,485.22	\$35,881.76 [^]
9-12	\$12.70	\$5.90	\$8,020.88	\$6,965.22	\$27,860.88 ^{^^}
1-12 (sub-total)	N/A	N/A	\$24,062.64	N/A	\$63,742.64

Months	Shell/RSF	Operating Expenses/RSF*	Tenant Improvements	Total Monthly Rent	Total Annual Rent
13-60	\$12.70	\$5.90	\$24,062.64	\$6,965.22	\$83,582.64
61-120	\$21.10	\$5.90	\$0.00	\$7,200.00	\$86,400.00

Notes:

* Operating expenses subject to annual CPI adjustment

[^] Total rent for months 1-8

^{^^} Total rent for months 9-12

The Lessor's concession of one-half rent (including shell and base year service costs) for the first eight (8) months of the Lease is depicted in the table above; amortized Tenant Improvement costs are not included in this concession. The cost for the four (4) reserved, structured parking spaces and nine (9) unreserved surface parking spaces referenced in Paragraph 1 of the SF-2 is included in the Shell Rent. The Government shall pay rent monthly, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**Wilshire Tower Apartments, LLC
dba Orange Financial Center
888 S. Disneyland Drive, Suite 101
Anaheim, CA 92802**

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17. TENANT IMPROVEMENT ALLOWANCE:

Tenant improvements were inspected and determined to be substantially complete on December 7, 2011. The final Tenant Improvement Allowance has been established to be \$101,267.59 and will be amortized over the 5-year firm lease term at an annual interest rate (amortization rate) of 7.00%. Pursuant to Paragraph 4 of this Lease, the Government shall not be required to make any additional TI payments after December 6, 2016.

24. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment \$4,485.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment \$4,485.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent

Third Month's Rental Payment \$4,485.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent

Fourth Month's Rental Payment \$4,485.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fourth Month's Rent

Fifth Month's Rental Payment \$4,485.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fifth Month's Rent

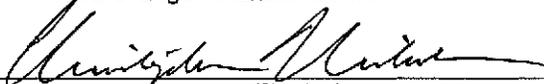
Sixth Month's Rental Payment \$4,485.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Sixth Month's Rent

Seventh Month's Rental Payment \$4,485.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Seventh Month's Rent

Eighth Month's Rental Payment \$4,485.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Eighth Month's Rent

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 above date.

LESSOR: Wilshire Tower Apartments, LLC dba Orange Financial Center	
BY <u></u> (Signature)	<u>Christopher Nicholson, President</u> (Print Name and Official title)
IN PRESENCE OF:	
_____ (Signature)	_____ (Print Name and Official title)
UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service	
BY <u></u> (Signature)	<u>Contracting Officer</u> (Official title)