



SUPPLEMENTAL LEASE AGREEMENT

Number 1

Lease Number:	GS-09B-02269	Date:	5/14/12
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Civic Center Plaza Towers
600 W. Santa Ana Blvd.
Santa Ana, CA 92701-4558

THIS AGREEMENT made and entered into this date by and between **CIVIC CENTER, LLC**
whose address is 100 N. Citrus St.
Suite 508
West Covina, CA 91791-1692

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 amortize the actual Tenant Improvements and Building Specific Security costs, and adjust the commission and commission credit accordingly.

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

Paragraph 27 is hereby added and paragraphs 3, 17, 26 are hereby deleted in their entirety and the following substituted therefore:

"3. The Government shall pay the Lessor annual rent of:

August 1, 2010 - February 29, 2012	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$12.60	\$34,297.20	\$2,858.10
Operating Costs	\$4.86	\$13,228.92	\$1,102.41
Amortization of TI	\$0.00	\$0.00	\$0.00
Building Specific Security	\$0.00	\$0.00	\$0.00
Full Service Rent	\$17.46	\$47,526.12	\$3,960.51

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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, **CIVIC CENTER, LLC**

By _____
(Signature)

Managing Member
(Title)

In Presence of [Signature]
(Signature)

100 N. Citrus St. #508 West Covina, CA 91791
(Address)

United States Of America, General Services Administration, Public Buildings Service.

[Signature]
(Signature)

LEASE CONTRACTING OFFICER
(Official Title)



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March 1, 2012 - July 31, 2015	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$12.60	\$34,297.20	\$2,858.10
Operating Costs	\$5.06	\$13,772.43	\$1,147.70
Amortization of TI	\$0.53	\$1,451.50	\$120.96
Building Specific Security	\$0.70	\$1,914.51	\$159.54
Full Service Rent	\$18.90	\$51,435.64	\$4,286.30

August 1, 2015 - July 31, 2018	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$14.94	\$40,666.68	\$3,388.89
Operating Costs	\$5.06	\$13,772.43	\$1,147.70
Amortization of TI	\$0.00	\$0.00	\$0.00
Building Specific Security	\$0.00	\$0.00	\$0.00
Full Service Rent	\$20.00	\$54,439.11	\$4,536.59

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Civic Center LLC
100 N. Citrus St.
Suite 508
West Covina, CA 91791-1692

"17. **TENANT IMPROVEMENT ALLOWANCE:** The total amortized Tenant Improvement Allowance is \$4,399.48 and shall be amortized over the remaining firm term of the lease (41 months) at an interest rate (amortization rate) of 7.0 % per year."

"26. **BUILDING SPECIFIC AMORTIZED SECURITY:** [REDACTED]: The total Building Specific Amortized Security cost of [REDACTED] for the [REDACTED] shall be amortized over the remaining firm term of the lease (41 months) at an interest rate (amortization rate) of 7.0% per year."

"27. **COMMISSION AND COMMISSION CREDIT OWED ON BUILDING SPECIFIC SECURITY & TENANT IMPROVEMENTS:**
In addition to Broker Commissions paid under Standard Form 2 Paragraph 25 and as a result of amortized tenant improvements and amortized building specific security costs into the rent, additional Broker Commission and Broker Commission Credit is owed under this Lease. The total amount of additional commission owed 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 3 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:

Twentieth Month's Rental Payment \$4,286.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Twentieth Month's Rent."



Lessor Initials



Government Initials