

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 10/22/2013
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ADDRESS OF PREMISES:
ONE WORLD TRADE CENTER
LONG BEACH, CA 90831

TO LEASE NO. **GS-09B-02938**

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 90831-0002

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 extend the term and reduce the leased premises.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 1, 2013 as follows:

This Lease Amendment is to establish commencement of rent on October 1, 2013. Paragraph 7.01 is hereby added to the Lease and Paragraph 1.03 is hereby deleted and replaced with the following Paragraph 1.03.

"1.03 RENT AND OTHER CONSIDERATION

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

	Year 1 (Months 1-5)		Year 1 (Months 6-10)	Year 1 (Months 11-12)
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rent
Shell Rental Rate	\$00.00	\$00.00	\$1,021,730.72	\$1,021,730.72
Tenant Improvements Rental Rate*	\$00.00	\$00.00	\$0.00	\$0.00
Operating Costs*	\$00.00	\$00.00	\$452,397.60	\$452,397.60
Parking Costs	\$00.00	\$00.00	\$00.00	\$69,120.00
Full Service Rate	\$00.00	\$00.00	\$1,474,128.32	\$1,543,248.32

	Years 2 - 5	Years 6 - 10
	Annual Rent	Annual Rent
Shell Rental Rate	\$1,021,730.72	\$1,522,807.36
Tenant Improvements Rental Rate*	\$0.00	\$00.00
Operating Costs*	\$467,103.60	\$467,103.60
Parking Costs	\$69,120.00	\$69,120.00
Full Service Rate	\$1,543,248.32	\$2,044,324.96

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 47,308 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease."

7.01 RENT COMMENCEMENT

TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning **October 1, 2013** for a period of 10 years, 5 years firm subject to termination rights as may be hereinafter set forth. Upon completion of the Tenant Improvements, the Tenant Improvement Allowance shall be adjusted in accordance to Paragraph 1.09, amortized over the firm term of the lease at 5% interest, and added back into the rent through a Lease Amendment."

This Lease Amendment contains 2 pages.

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.

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: _____

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

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IN THE PRESENCE OF (witnessed by:)

BY _____

SR. ADMIN. ASSISTANT
(Title)

UNITED STATES

ADMINISTRATION, Public Buildings Service.

BY _____

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Contr

GSA Real Estate Division