



Lease Amendment Number 1						
Lease Number:	GS-09B-02878	Date:	8/14/13			
One World Trade Center, Suite 622, Long Beach, California 90831-0198						
<p>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 90831-0198 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to establish Lease Term, Commencement, modify the rent table and to finalize Tenant Improvement costs.</p> <p>THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p> <p>Lease Commencement has been established as July 1, 2013. The lease term is 10 years, 5 years firm.</p> <p>Paragraphs 1.03, 1.04, and 1.05 are hereby deleted and the following substituted therefore.</p> <p>1.03.</p> <p>A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:</p>						
	07/01/13-11/30/13		12/01/13 - 06/30/18		07/01/18 - 06/30/23	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rental Rate	\$ 0	\$ 0	\$ 77,292.80	\$ 20.80	\$ 95,166.76	\$ 25.61
Tenant Improvements Rental Rate*	\$ 0	\$ 0	\$ 23,727.43	\$ 6.39	\$ 0.00	\$ 0.00
Operating Costs*	\$ 0	\$ 0	\$ 31,771.80	\$ 8.55	\$ 31,771.80	\$ 8.55
Full Service Rate	\$ 0	\$ 0	\$ 132,792.03	\$ 35.74	<del>\$ 126,939.00</del>	\$ 34.16
<p>*The Tenant Improvements Allowance is amortized at a rate of 5 percent per annum for 5 years. <span style="float: right;">\$126,939.56</span></p> <p>This Lease is inclusive of 5 months of free rent which is inclusive of shell, operating costs and TI's. <span style="float: right;">HE \$\$\$</span></p>						
<b>1.04 Broker Commission and Commission Credit:</b>						
<p>Carpenter/Robbins Commercial Real Estate, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission, will be payable to Carpenter/Robbins Commercial Real Estate, Inc. with the remaining [redacted] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.</p> <p>Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:</p> <p>Month 6 Rental Payment \$ 11,066.00 minus prorated Commission Credit of [redacted], equals [redacted], adjusted 6<sup>th</sup> Month's Rent.</p> <p>Month 7 Rental Payment \$ 11,066.00 minus prorated Commission Credit of [redacted], equals [redacted], adjusted 7<sup>th</sup> Month's Rent.</p>						
<b>1.05 Termination Right:</b>						
<p>The Government may terminate this Lease, in whole or in part, at any time effective after June 30, 2018 by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.</p> <p>Continued on Page 2</p>						



Continued from page 1

7.01 Tenant Improvement Allowance

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$104,777.75**. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 5 percent.

HE  
7-858

The following Change Orders are authorized by the Government:

Change Order No.	Approval Date	Description	Amount
1	06/25/13	Aiphone Bracket, CAT 5 cables re-route, Re-route Workstation to #2.	██████████
2	07/10/13	Lessor's Project Management Fee	\$ 4,367.15
<b>TOTAL</b>			██████████

Tenant Improvement, at NTP ██████████  
 Tenant Improvement Change Orders \$ ██████████  
 Tenant Improvement Costs to be Amortized \$ 104,777.75

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, LEGACY PARTNERS II LB WORLD TRADE, LLC,  
a Delaware limited liability company

By: LEGACY PARTNERS COMMERCIAL, L.P.,

a Ca  
as M

By: LEGACY PARTNERS II LB WORLD TRADE, LLC, INC.,

Gene

By: \_\_\_\_\_

its:

H

S

D

BL DRE #01464134

In Presence of

████████████████████  
(Signature)

████████████████████

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

████████████████████

CONTRACTING OFFICER  
(Official Title)