

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09B-02953
ADDRESS OF PREMISES ONE WORLD TRADE CENTER, 3RD AND 4TH FLOOR, LONG BEACH, CA 90831-0198	PDN Number: N/A

THIS AMENDMENT is made and entered into between

whose address is: **Legacy Partners II LB World Trade, LLC**

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

WHEREAS, Lease Agreement No. 1 is hereby prepared to establish beneficial occupancy, to authorize change orders 1-10, and to provide lump sum payment procedures.

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 upon execution by the Government, as follows:

Paragraphs for Lease Term, Rent and Other Considerations (1.03), Broker Commission and Commission Credit (1.04), Termination Rights (1.05) are deleted in their entirety and the following are substituted therefore. Paragraph 6.28 is added to Include Change Orders.

"LEASE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning **March 3, 2014 through March 2, 2024**, a period of **10 Years, 5 Years Firm**, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

This Lease Amendment contains 4 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.

FOR THE LESSOR:

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

By: **LEGACY PARTNERS COMMERCIAL, L P**
a California limited partnership.

as
By: [Redacted] **AL, INC.**
G
B.
its

BL DRE #01464134

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Linda Luong
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/07/14

WITNESSES FOR

Signature: [Redacted]
Name: [Redacted]
Title: SR. ADMIN. ASSISTANT
Date: 4/14/14

1.01 "RENT AND OTHER CONSIDERATION (AUG 2011)

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

	FIRM TERM MONTHS 1-7		FIRM TERM (MONTHS 8-60)		NON FIRM TERM (YEARS 6-10)	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$0	\$0	\$371,446.79	\$15.37	\$425,097.53	\$17.59
TENANT IMPROVEMENTS RENT ¹	\$0	\$0	\$152,279.17	\$6.30	\$152,279.17	\$6.30
OPERATING COSTS	\$0	\$0	\$206,627.85	\$8.55	\$206,627.85	\$8.55
BUILDING SPECIFIC SECURITY ²	\$0	\$0	\$2,843.15	\$0.12	\$2,843.15	\$0.12
TOTAL ANNUAL RENT ³	\$0	\$0	\$733,196.96	\$30.34	\$786,847.70	\$32.56

¹The Tenant Improvement Allowance \$1,196,423.78 is amortized at a rate of 5 percent per annum over 10 years.

²Building Specific Security Costs \$22,338 for blast resistant window film, are amortized at a rate of 5 percent per annum over 10 years.

³Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 22,284 ABOA SF 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 (TI) 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.

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. DTZ AMERICAS INC. (formerly UGL Services Equis Operations 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 DTZ AMERICAS 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.

B. 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:

Month 8 Rental Payment \$61,099.75 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 8th Month's Rent.*

Month 9 Rental Payment \$61,099.75 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 9th Month's Rent.*

INITIALS: HE & [Signature]
LESSOR & GOVT