

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09B-03077
ADDRESS OF PREMISES 2005 Long Beach Blvd, Long Beach, CA 90806	PDN Number: N/A

THIS AMENDMENT is made and entered into between Long Beach Plaza, Inc

whose address is: 3812 Sepulveda Blvd, Suite 540, Torrance, CA 90505

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

WHEREAS, final inspection of Tenant Improvements (TI) was performed on February 16, 2016, and the space was accepted as substantially complete subject to completion of TI punch list items and maintenance punch list items;

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:

Lease Amendment (LA) #2 is issued to: commence TI rent payments on March 16, 2016, through December 15, 2024, subject to completion of punch list items and maintenance, attached hereto, and adjust the full service rent based on final Tenant Improvement cost.

Final TI cost is established as \$771,926.25 to be amortized at 6.00% annual interest during March 16, 2016, through December 15, 2024 (a period of 105 months).

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.

FOR THE LESSOR:

FOR THE GOVERNMENT:

[Redacted Signature]

[Redacted Signature]

Title: PRESIDENT
Entity Name: LONG BEACH PLAZA, INC

Title: _____
GSA, Public Buildings Service
Date: MARCH 9, 2016

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: _____
Title: WITNESS

I. Paragraph 1.03 from the lease is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION

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

	03/16/16 – 12/15/24		12/16/24 – 10/15/29		10/16/29 – 12/15/29*	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rental Rate ¹	\$481,275.30	\$31.030000	\$539,127.60	\$34.76000	\$0.00	\$ 0.00
Tenant Improvement Rental Rate ²	\$113,610.37	\$ 7.324976	\$ 0.00	\$ 0.000000	\$0.00	\$ 0.00
Operating Costs ³	\$ 97,474.31	\$ 6.284611	\$ 97,474.31	\$ 6.284611	\$0.00	\$ 0.00
Full Service Rate	\$692,359.98	\$44.639587	\$636,601.91	\$41.044611	\$0.00	\$ 0.00

¹ Shell rental calculation: 03/16/16 to 12/15/24, \$31.03 per RSF multiplied by 15,510 RSF; 12/16/24 to 10/15/29, \$34.76 per RSF multiplied by 15,510 RSF; and 10/16/29 to 12/15/29, free rent concession during final two (2) months of soft term.

² The final Tenant Improvements Cost of \$771,926.25 is amortized at a rate of 6.00% (percent) per annum for the remainder of the firm term, March 16, 2016, through December 15, 2024 (a period of 105 months).

³ Operating Costs are subject to annual CPI escalation. Operating cost calculation: \$6.284611 per RSF multiplied by 15,510 RSF. At lease activation (12/16/2014), operating cost was \$6.2800/RSF.

⁴ Rent Concession. Free rent during final two (2) months of soft term (10/16/2029 through 12/15/2029).

B. Measurement of the Space at rent commencement confirmed as **15,510 RSF**.

C. 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.

D. 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 System for Award Management (SAM) Registration.

E. 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."

II. TI Final Inspection Punchlist

A copy of Form 1204 and punchlist from Final TI inspection and acceptance is attached as Exhibit LA2-1. Lessor will complete punchlist items by dates shown or March 15, 2016.

III. Maintenance Punchlist

A copy of a property maintenance punchlist is attached as Exhibit LA2-2. Lessor will complete punchlist items by March 31, 2016.

All other terms and conditions of the lease shall remain in force and effect.

INITIALS:

ZH
LESSOR

&

[Signature]
GOVT