

**FIRST AMENDMENT TO LEASE No. 27624****27624**

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made and entered into as of the 26th day of April 2007 by and between 444 W OCEAN, LLC, an Arizona Limited Liability Company ("Landlord") and CITY OF LONG BEACH, a municipal corporation ("Tenant").

**RECITALS:**

A. Landlord and Tenant entered into that certain Lease ("Lease"), dated February 4<sup>th</sup>, 2002, pertaining to space described as Suite 1700 in the 444 W. Ocean Building, 444 W. Ocean Blvd., Long Beach, California 90802 ("Premises") and known as Lease No. 27624.

B. The Premises, Lease Term, Expiration Date, Option Term(s), Minimum Monthly Rent, Tenant's Proportionate Share, Parking Pass Ratio, Tenant Improvements, Prepaid Rent, Non-Disturbance Agreement and Building Directory terms of the Lease are to be modified and effective upon the full execution of this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Premises. Effective upon the Commencement Date ("Commencement Date") as referenced below, the Premises shall be increased to include approximately 1,099 rentable square feet as cross-hatched on the attached Exhibit A-1 and known as Suite 1720 ("Expansion Premises"). The existing Premises ("Existing Premises") and the Expansion Premises shall total approximately 7,530 rentable square feet (comprising Suite 1700 and Suite 1720) and together shall be the Premises ("Premises"). On the Commencement Date of the Expansion Premises, the Premises shall be known as Suite 1700.

The Commencement Date of the Expansion Premises shall commence ten (10) calendar days following the date that the Tenant Improvements are Completed and the Expansion Premises are Ready for Occupancy. The terms "Completed" and "Ready for Occupancy" shall mean the date (1) Selected contractor has completed the Tenant Improvements and other work that it is obligated to perform pursuant to article 8 (Tenant Improvements) as referenced below, notwithstanding "punch list" items which do not interfere with use of the Expansion Premises, (2) Landlord obtains the Certificate of Occupancy for the Expansion Premises, (3), all Building fire alarms, smoke detectors, exit lights, life safety equipment and other Building code requirements are installed and operational on the Expansion Premises, (4) the Building HVAC, utilities, plumbing service and doors and hardware for the Expansion Premises are sufficiently completed so as to enable Tenant to move in and install its furniture, fixtures, machinery and equipment in the Expansion Premises and conduct normal business operations in the Expansion Premises.

The target Commencement Date for the Expansion Premises shall be May 1, 2007.

2. Lease Term. The Lease Term shall be extended sixty (60) months for the Existing Premises. The Lease term for the Expansion Premises shall be co-terminus with the term for the Existing Premises expiring April 30, 2012. Landlord and Tenant agree to execute an acknowledgement of Notice Of Lease Term Dates as set forth in Exhibit B-1 attached hereto which notice Tenant shall execute and return to Landlord within ten (10) business days of receipt thereof.

3. Expiration Date. The Expiration Date for the Premises shall be April 30, 2012.

4. Option Term(s). The extension of the Term of the Lease evidenced by this First Amendment does not constitute the exercise by Tenant of its Option to extend as referenced in the Lease. The Option Term or "Option" as referenced in the Lease may be exercised by Tenant during the extended Term of this First Amendment and such Option shall apply to both the Existing Premises and the Expansion Premises.

Tenant's exercise of the Option Term(s) shall be subject to the City of Long Beach City Council approval. Such approval shall be acknowledged in a Lease amendment(s).

5. Minimum Monthly Rent. Effective on May 1, 2007, the Minimum Monthly Rent for the Existing Premises shall be as follows:

May 1, 2007 to April 30, 2008:	\$11,897.35	(\$142,768.20 per annum)
May 1, 2008 to April 30, 2009:	\$12,254.27	(\$147,051.24 per annum)
May 1, 2009 to April 30, 2010:	\$12,621.90	(\$151,462.80 per annum)
May 1, 2010 to April 30, 2011:	\$13,000.56	(\$156,006.72 per annum)
May 1, 2011 to April 30, 2012:	\$13,390.58	(\$160,686.96 per annum)

On the Commencement Date of the Expansion Premises, the Minimum Monthly Rent for the Expansion Premises shall be as follows:

Commencement Date to April 30, 2008:	\$2,033.15	(\$24,397.80 per annum)
May 1, 2008 to April 30, 2009:	\$2,094.14	(\$25,129.68 per annum)
May 1, 2009 to April 30, 2010:	\$2,156.96	(\$25,883.52 per annum)
May 1, 2010 to April 30, 2011:	\$2,221.67	(\$26,660.04 per annum)
May 1, 2011 to April 30, 2012:	\$2,288.32	(\$27,459.84 per annum)

6. Tenant's Proportionate Share. On the Commencement Date of the Expansion Premises, Tenant's Proportionate Share for the Premises (Existing Premises and Expansion Premises together) shall increase to 3.974%.

7. Parking Pass Ratio. On the Commencement Date of the Expansion Premises, Tenant's Parking Pass Ratio shall increase by ten (10) unreserved parking spaces for a total of thirty-five (35) parking spaces. Tenant's parking costs shall be fixed at the current parking charges for the period May 1, 2007 through April 30, 2008. Thereafter, the parking charges shall be at the prevailing monthly rate.

8. Tenant Improvements. Landlord, at Landlord's sole cost and expense, shall provide a "turn-key" tenant improvement package for the Expansion Premises based upon the mutually approved Pricing Plan dated 12/5/07 as prepared by Heery International ("Heery") attached hereto as Schedule 1. Landlord and Tenant hereby appoint Jodi Reese of Heery as the space planning representative. In addition to the construction of the tenant improvements, City permits and other costs, the "turn-key" package shall also include the cost of Heery's fees (i.e., pricing plan construction documents, any and all engineering/structural drawings and construction management services provided by Landlord). Landlord shall schedule with Tenant a

minimum of four (4) construction meetings. Landlord and Tenant shall comply with the terms of the attached Exhibit "C-1" – Landlord's Improvement Letter to complete the tenant improvements described herein. Landlord shall prepare the bid packages and provide a copy of the bid analysis (i.e., comparison of 3 bids) to Tenant for review. Tenant and Landlord shall mutually select the general contractor.

Landlord shall provide Tenant with an allowance of \$2,198.00 for the costs of installing new voice/data cabling and equipment installation ("Cable and Fixture Allowance"). In the event there is an unused balance of the Cable and Fixture Allowance, Tenant may use such credit toward the Minimum Monthly Rent.

In addition to the "turn-key" package and improvements described above, Landlord shall provide Tenant with a tenant improvement allowance in the amount of \$25,724.00 ("TI Allowance") that Tenant may use towards other improvements to the Existing Premises or Expansion Premises. Tenant may use the TI Allowance during the extended Term of the First Amendment. Tenant may use the TI Allowance towards the costs of (i) installing new voice/data cabling, (ii) general tenant improvement costs (carpet and paint), or (iii) towards Minimum Monthly Rent which may be applied towards the last rent due at the end of the term until fully credited. The agreed upon space plan, if any, for the TI Allowance work shall be bid for by three (3) licensed general contractors. Tenant shall have the exclusive right to select the bid of its choice for the TI Allowance work. Landlord shall enter into the contract to secure the general contractor for the TI Allowance work.

Landlord shall comply with the California Labor Code Section 1720 regarding the payment of prevailing wages for the tenant improvements described herein.

9. Prepaid Rent. Tenant shall submit the first full month's rent for the Expansion Premises of \$2,033.15 approximately three (3) weeks following the full execution of this First Amendment.

10. Non-Disturbance Agreement. Landlord shall use its "best efforts" to provide a Non-Disturbance Agreement for this First Amendment as described in Paragraph 13 of Exhibit "H".

11. Building Directory. Landlord, at Landlord's sole expense, shall provide one (1) additional line on the Building directory for a total of six (6) lines on the Building directory.

12. Right To Cancel. Landlord shall grant Tenant the right to cancel the leased Premises (including the Expansion Premises) after the thirty-sixth (36<sup>th</sup>) month of the extended lease term of this First Amendment subject to the following: (1) Tenant shall provide Landlord with 180 days prior written notice, and (2) within 90 days thereafter Tenant shall deliver to Landlord the unamortized costs of the tenant improvement costs expended by Landlord plus the brokerage commissions paid for this First Amendment. The amortization period shall be over the initial Lease term and shall be on a straight-line basis.

13. Lease Terms. All terms and condition of the Lease, including, without limitation, the amounts of additional rent and other payments to be made by Tenant to Landlord as specified in the Lease, shall remain in effect throughout the term of the Lease.

14. Miscellaneous.

(a) Except as modified herein, the Lease is ratified and confirmed and shall remain in full force and effect as originally written. All capitalized, defined terms used in this First Amendment that are not otherwise defined herein shall have the meanings most recently given to them in the Lease.

(b) Each person signing this on behalf of Tenant warrants and represents that Tenant has full right and authority to enter into this First Amendment, that each person executing this First Amendment on behalf of Tenant is authorized to do so and that execution is binding on Tenant.

(c) Tenant warrants, represents and certifies to Landlord that as of the date of this First Amendment (i) Landlord is not in default under the Lease, and (ii) Tenant does not have any defenses or offsets to payment of rent and performance of its obligations under the Lease as and when the same become due.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

**LANDLORD:**

**444 W OCEAN, LLC,  
an Arizona Limited Liability Company**

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

Its: Manaya

**TENANT:**

**CITY OF LONG BEACH,  
a municipal corporation**

By: Christine F. Shippey

Its: City Manager

**ASSISTANT**

APPROVED AS TO FORM

4/20/07  
CITY MANAGER  
CITY OF LONG BEACH

**EXECUTED PURSUANT  
TO SECTION 501 OF  
THE CITY CHARTER.**

ALL-PURPOSE ACKNOWLEDGEMENT

State of California. (

County of Los Angeles )

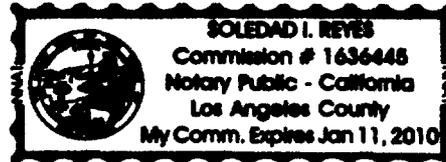
On April 12, 2007 before me, Soledad I. Reyes Notary Public,  
*Date Name and Title of Officer (i.e., Your Name, Notary Public)*

personally appeared Karn Baboff,  
*Name(s) of Document Signer(s)*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Soledad I. Reyes*  
*Signature of Notary*



(Affix seal in the above blank space)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

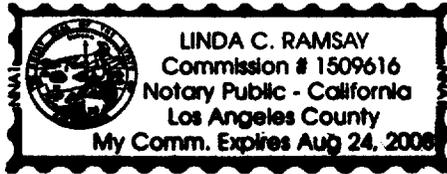
State of California }  
County of Los Angeles } ss.

On April 26, 2007 before me, LINDA C. RAMSAY, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christine F. Shippey  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person~~s~~ whose name~~s~~ ~~is/are~~ subscribed to the within instrument~~s~~ and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



WITNESS my hand and official seal.  
Linda C. Ramsay  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: First Amendment to Lease No. 27624

Document Date: \_\_\_\_\_ Number of Pages: 12

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

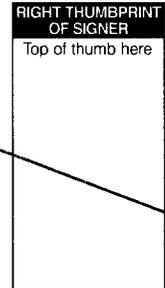
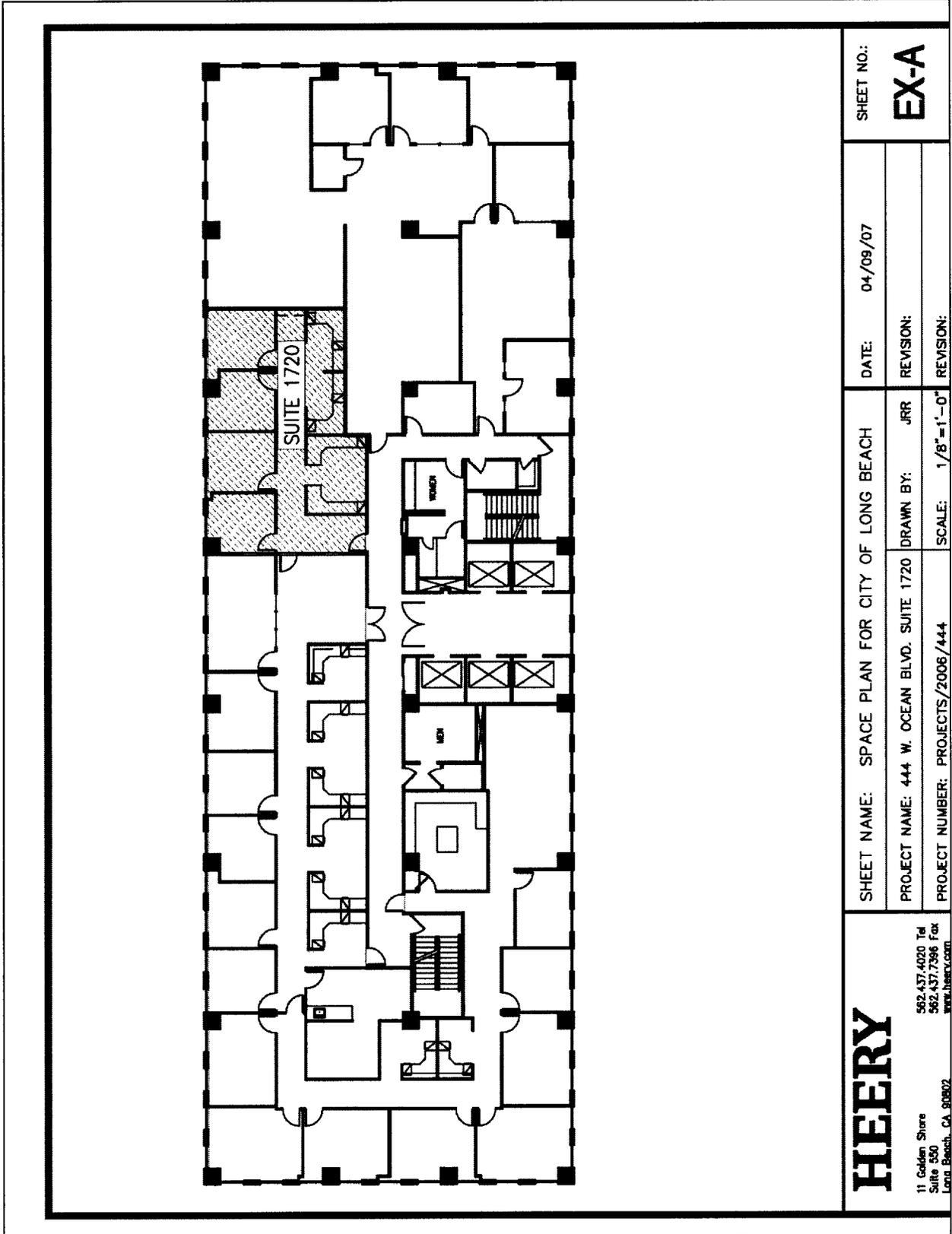


Exhibit A-1



SHEET NO.:  
**EX-A**

DATE: 04/08/07  
REVISION:

PROJECT NAME: SPACE PLAN FOR CITY OF LONG BEACH  
DRAWN BY: JRR  
SCALE: 1/8"=1'-0"

PROJECT NUMBER: PROJECTS/2006/444

**HEERY**  
11 Golden Shore  
Suite 550  
Long Beach, CA 90802  
562.437.4020 Tel  
562.437.7396 Fax  
www.heery.com

**EXHIBIT "B-1"**

**NOTICE OF LEASE TERM DATES**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Office Lease dated \_\_\_\_\_, 20\_\_, between **444 W Ocean, LLC, an Arizona Limited Liability Company**, ("Landlord"), and ("Tenant"), concerning Suite \_\_ on floor \_\_\_\_\_ of the Office Building located at **444 W. Ocean Building, 444 W. Ocean Blvd., Long Beach, CA 90802.**

Gentlemen:

In accordance with the Office Lease (the "Lease"), we wish to advise you and/or confirm as follows:

1. That the Tenant Work is substantially complete, and that the Lease Term shall commence as of \_\_\_\_\_ for a term of \_\_\_\_\_ ending on \_\_\_\_\_.
2. That in accordance with the Lease, Rent commenced to accrue on \_\_\_\_\_.
3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.
4. Rent is due and payable in advance on the first day of each and every month during the Lease Term. Your rent checks should be made payable to \_\_\_\_\_ at \_\_\_\_\_.
5. The number of rentable square feet within the Premises is \_\_\_\_\_ square feet.
6. Tenant's Share as adjusted based upon the exact number of rentable square feet within the Premises is \_\_\_\_\_%.

Agreed to and Accepted as of \_\_\_\_\_, 20\_\_.

"Tenant"

"Landlord"

**CITY OF LONG BEACH,  
A MUNICIPAL CORPORATION**

**444 W OCEAN, LLC, AN ARIZONA  
LIMITED LIABILITY COMPANY**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT "C-1"**

### **LANDLORD'S IMPROVEMENT LETTER**

The following Improvement Letter shall be and is made a part of the Lease of the Premises in the Project dated April 26, 2007, by and between 444 W Ocean, LLC, an Arizona Limited Liability Company ("Landlord") and City of Long Beach, a municipal corporation ("Tenant").

The parties hereby agree as follows:

#### **1. Plans and Specifications.**

**1.1 Pricing Plan.** Landlord and Tenant each have approved those certain Plans (Space Plan or Pricing Plan) and Specifications attached hereto as Schedule 1 ("Pricing Plan"), containing the program and specifications and quantities for the Tenant Improvements as defined in Section 2.1. The Pricing Plan shall constitute the basis for preparing Construction Documents, if required, or establishing the quantity, quality and scope of Tenant Improvements to be provided.

**1.2 Construction Documents.** Tenant, Landlord, and Heery International, and engineers shall coordinate with each other in completing the development of all plans and specifications supplemental to and consistent with the Pricing Plan and necessary for the construction of the Tenant Improvements ("Construction Documents"). Construction Documents will be subject to the approval of Landlord and Tenant, which approval shall not be unreasonably withheld. Tenant agrees to complete review of any plans or specifications prepared and submitted by Heery International or engineer within five (5) business days after receipt by Tenant. If Tenant does not complete such review pursuant to this Section any delay or increased cost resulting shall be the responsibility of Tenant (and shall be considered a Tenant Delay ("Tenant Delay") under Section 4). Tenant may disapprove the Pricing Plan one time for each phase without having delayed Heery International as described in Section 4 below. Any subsequent disapprovals shall be considered a Tenant Delay.

**1.3 Substitutions by Landlord.** Landlord shall have the right during the course of Landlord's review and approval of the Construction Documents and during the course of construction to request reasonable substitutions of particular materials if Landlord reasonably determines that the procurement of such materials or construction of portions of the Tenant Improvements specified in the Construction Documents will cause delay in the originally estimated Commencement Date or any other unreasonable or unusual delay; provided however, that such substitutions shall not reduce the quality, quantity or scope of the Improvements contemplated by the Pricing Plan or Construction Documents and shall be subject to Tenant's approval, which shall not be unreasonably withheld. If Tenant does not approve Landlord's substitutions within two (2) business days after Landlord's notice of such substitutions to Tenant, any delay or increased cost resulting from the procurement of materials or construction of such Tenant Improvements for which no substitutions has been made shall be the responsibility of Tenant (and shall be considered a Tenant Delay under Section 4) and Tenant shall pay any and all costs and expenses incurred by Landlord in connection with any delay in the commencement or completion of the Tenant Improvements described in this Improvement Letter and any increase in the cost of Tenant Improvements caused by the procurement of such materials.

**1.4 Design and Engineering.** Subject to Section 3.1, all architectural and engineering required by the Construction Documents shall be provided by Landlord or Landlord's or Tenant's architects or engineers at Landlord's expense which costs shall be a part of the Tenant Improvement Allowance (defined below). Tenant shall be solely responsible for determining that the architectural and engineering of the Tenant Improvements are acceptable for Tenant's occupancy of the Premises including the general adequacy and placement of partitions, doors, electrical outlets, lighting, finishes, and similar aspects of the design and engineering.

## **2. Construction.**

**2.1 Construction of and Payment for Tenant Improvements.** Landlord, at Landlord's sole cost and expense, shall remodel the Premises per the attached Pricing Plan (Schedule "1"). In addition, Landlord shall pay all costs incurred to modify the Project and Premises as needed to comply with the requirements of the Americans with Disabilities Act of 1990, as now or hereafter amended. All improvements required by the Construction Documents shall be called "Tenant Improvements". Subject to Section 1.3, Section 2.2, Section 2.3, and Section 3, the cost of all Tenant Improvements shall be borne by Landlord to complete the plan per Schedules 1 and 2 attached hereto. Any changes made by Tenant which increase the costs for the Tenant Improvements shall be borne by Tenant. The "cost of all Tenant Improvements" shall include any and all costs and expenses of the Tenant Improvements, including, without limitation, the cost of the Final Plans, the mechanical, engineering and space planning costs with respect to the Tenant Improvements, any construction, supervision and/or management fees incurred by Landlord in connection with the Tenant Improvements, all fees for permits, licenses and approvals, any costs triggered by the performance of Tenant Improvements which are required by any applicable governmental codes, rules, regulations or ordinances and the cost of all labor (including overtime) and materials constituting the Tenant Improvements. Tenant Improvements shall be constructed by Landlord's contractors, Tenant shall be solely responsible for the design, function and maintenance of all Tenant Improvements, except as specifically provided otherwise in the Lease. The costs incurred to modify the Fire Line Safety system within the Premises or install additional fire alarms and sprinkler heads are a part of the Tenant Improvements. Landlord shall have the exclusive right to select the general contractor.

**2.2 Phone and Data Systems.** Design and installation of wiring and equipment for phone and computer network data systems shall be the responsibility of Tenant and will be performed by Tenant or Tenant's system contractors ("Tenant's System Contractors") at Tenant's sole cost and expense (not including installation of supporting boxes and conduit stubs called for in the Construction Documents which work and expense remains the responsibility of Landlord). Tenant or Tenant's System Contractors shall be allowed access to the Premises during the construction period to install wire and equipment provided that said work is coordinated ahead of time with Landlord's contractor, does not interfere with the substantial completion of Tenant Improvements and provided that said work conforms with all necessary regulatory agency rules and regulations. Tenant shall at the end of the Lease Term, remove any such phone and data systems. If Tenant fails to remove such phone and data systems within ten (10) business days after the termination or earlier expiration of the Lease Term, Landlord shall retain the phone and data systems.

**2.3 Permits.** Landlord or Landlord's representative shall secure the approval of regulatory authorities and all permits required by regulatory authorities having jurisdiction over such approvals and permits for Tenant Improvements, with Tenant's cooperation to the extent practicable. Tenant signs this Lease in its proprietary capacity. In that capacity if cannot

influence the decisions of the City in its regulatory capacity as, for example, in the issuance of relevant permits.

**2.4 Construction Commencement.** Following Landlord's receipt of the approvals set forth in Section 2.3, a contractor or contractors ("Tenant Improvements General Contractor") selected and employed by Landlord in its sole discretion shall commence and diligently proceed to construct and complete all Tenant Improvements, subject to delays which are beyond the reasonable control of Landlord or Tenant Improvements General Contractor.

**2.5 Punch List.** On or before the date upon which Tenant occupies the Premises, Landlord shall cause the Tenant Improvements General Contractor to inspect the Premises with a representative of Tenant and complete a written punch list of unfinished items of Tenant Improvements prior to Tenant's moving into the Premises. Tenant's representative shall execute said punch list to indicate approval thereof, and if Tenant does not disapprove the punch list within two (2) business days after receipt thereof, Tenant shall be deemed to have approved the same. Landlord shall diligently and in good faith cause the Tenant Improvements General Contractor to correct punch list items, provided however the correction of the punch list items shall not impact the Commencement Date of the Lease.

### **3. Changes, Additions or Alterations.**

**3.1 Change Order.** If Tenant shall request any change, addition, deletion or alteration in the Construction Documents ("Change Order"), Landlord shall cause to have prepared and submitted to Tenant plans, specifications and cost estimates with respect to such Change Order for Tenant's approval, which approval shall not be unreasonably withheld. Any such Change Order shall be subject to the provisions of Section 1.3 of Landlord's Improvement Letter and shall be authorized only in writing by Tenant. Tenant shall promptly pay Landlord the additional cost, if any, of Tenant Improvements attributable to such Change Order.

**3.2 Impact of Change Order.** Landlord shall, before proceeding with any Change Order which, in Landlord's good faith judgment, will change the cost of Tenant Improvements by more than \$1,000 or cause a delay in the completion thereof, submit to Tenant an estimate of the additional costs or savings involved and the period of time, if any, by which the change will affect the completion date for construction of Tenant Improvements. If Tenant fails to approve or disapprove such cost and delay estimate within two (2) business days following receipt thereof, the same shall be deemed approved. If Tenant approves said estimate within said period, or is deemed to have approved said estimate, Landlord shall cause the approved Change Order to be made. The delay, if any, specified in the approved estimate by Landlord shall be considered a Tenant Delay under Section 4. Landlord shall promptly proceed with the Change Order as soon as reasonably practical after Tenant's approval of the foregoing estimate by Landlord provided that if any amount shall be payable by Tenant to Landlord pursuant to Section 3.1 on account of such Change Order, Landlord shall not be obligated to proceed with such Change Order until Landlord receives said payment.

### **4. Delay.**

Tenant shall be responsible for, and pay any and all reasonable costs and reasonable expenses incurred by Landlord in connection with any actual delays in the Substantial Completion caused by (a) Tenant's failure to approve or disapprove Landlord's cost and/or delay estimates within the time periods required herein, (b) any changes, additions, deletions or alterations in the Tenant

Work described in the Construction Documents which were requested by Tenant, (c) delays in the schedule of construction of the Premises caused by Tenant's failure to approve or disapprove Landlord's substitutions in Section 1.3 within the time periods required therein, and (d) any other delay requested or caused by Tenant. The foregoing delays are referred to herein and in the Lease as "Tenant Delays." Furthermore, in the event of any delays in the Substantial Completion of the Tenant's Work as a result of any Tenant Delays, then regardless of the actual date of the Substantial Completion of the Tenant's Work (and notwithstanding anything to the contrary set forth in this Work Letter or in the Lease), the date of Substantial Completion shall be deemed to be the date that Substantial Completion would have occurred if no Tenant Delay had occurred.

**5. Default.**

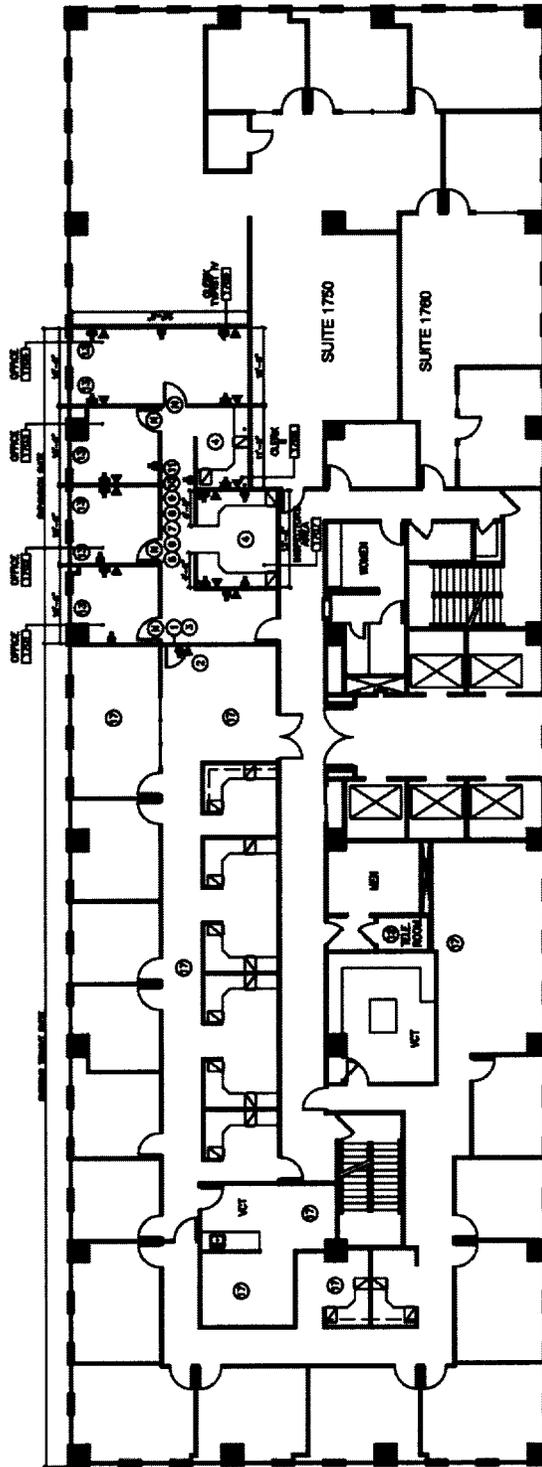
Any material default by Tenant (after notice and opportunity to cure as set forth in Paragraph 21 of the Lease) under the terms of this Improvement Letter shall constitute a default under the Lease to which this Improvement Letter is attached, and shall entitle Landlord to exercise all remedies set forth in the Lease.

**6. Reasonable Diligence.**

Both Landlord and Tenant agree to use reasonable diligence in performing all of their respective obligations and duties under this Improvement Letter and in proceeding with the construction and completion of Tenant Improvements.

**End of Exhibit "C-1"**

SCHEDULE "1"



KEYNOTES- EXPANSION SUITE 1720

- ① DEMO EXISTING DEMISING PARTITION AND CONFLICTING ELEC. AND DATA FOR NEW OPENING.
- ② PATCH ALL WALL SCARS A REQUIRED AND PROVIDE NEW CEILING HEIGHT PARTITION WITH INSULATION AS INDICATED.
- ③ PROVIDE (5) NEW WHITE BLDG. STD FRAMES, FULL HT PAINT GRADE DOORS WITH BRASS LEVER LATCH SET HARDWARE TO MATCH EXISTING SUITE.
- ④ PROVIDE NEW PLASTIC LAMINATE WORK SURFACE AS INDICATED. PROVIDE BOX/BOX FILES AND GROMMETS AS INDICATED.
- ⑤ PROVIDE NEW BLDG. STD 2'X4' ACOUSTICAL CEILING GRID AND TILE TO MATCH ADJACENT SUITE THROUGHOUT.
- ⑥ PROVIDE (17) 2'X4' PARABOLIC LIGHT FIXTURES, FIRE/LIFE SAFETY AND SPRINKLERS AS REQUIRED.
- ⑦ INSPECT EXISTING HVAC SYSTEM AND PROVIDE NEW VAV BOXES, SUPPLY AND RETURNS PER NEW BUILD-OUT.
- ⑧ PROVIDE COST TO PAINT WALLS THROUGHOUT. INCLUDE 1 COAT PRIME AND 2 COATS FINISH. INCLUDE WINDOW SILLS.
- ⑨ PROVIDE COST FOR BOLYU CARPET, STYLE BALLINA II, COLOR BLL26 THROUGHOUT EXPANSION SUITE.
- ~~⑩ IN EXPANSION SUITE PROVIDE ALTERNATE COST FOR 12" WOOD BASE TO MATCH EXISTING SUITE THROUGHOUT.~~
- ⑪ IN EXPANSION SUITE PROVIDE ALTERNATE COST FOR BLDG. STD. 4" BURKE, RUBBER BASE THROUGHOUT.
- ⑫ PROVIDE HANGAR WIRES FOR TENANT PROVIDED CABLING. WIRES TO BE EVERY 3'-0" O.C. FROM EXPANSION SUITE TO TELEPHONE CLOSET.
- ⑬ PROVIDE WHITE VERTICAL BLINDS THROUGHOUT EXPANSION SPACE.
- ⑭ OMITTED

KEYNOTES- EXISTING SUITE

- ⑮ PROVIDE COST FOR DESIGNWEAVE, CALL AHEAD (SOLID COLOR LOOP) CARPET THROUGHOUT HALLWAYS AND RECEPTION AS INDICATED. COLOR TBD. SEE PLAN BELOW.
- ⑯ PROVIDE ALTERNATE COST TO INCLUDE OPEN OFFICE AREA. SEE PLAN BELOW.
- ⑰ PROVIDE COST TO PAINT EXISTING SUITE HALLWAYS, RECEPTION AREA, CONFERENCE ROOM, BREAK ROOM AND OPEN OFFICE AREAS. DO NOT INCLUDE PRIVATE OFFICES OR COPY ROOM.