

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. **GS-09B-02357**

ADDRESS OF PREMISES

Norwalk Government Center, 12440 East Imperial Highway, Suite 250, Norwalk. California 90650-3180

THIS AGREEMENT, made and entered into this date by and between **Sonnenblick Del Rio Norwalk, LLC**

whose address is 12440 E. Imperial Hwy, Suite 101, Norwalk, CA 90650 3180

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

WHEREAS, final inspection was performed on **August 6, 2012**, and the space was accepted as substantially complete;

WHEREAS, the parties hereto desire to amend the above Lease to establish date of beneficial occupancy of the Government leased space as of **August 6, 2012**, commence rental payments, establish final TI cost, amortize TI cost, adjust commission and commission credit, and identify remaining TI items to be completed.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 2, 4, 9, 16 and 21 of the lease are deleted and the following substituted therefore.

"2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the fifteen year term beginning on **August 6, 2012 through August 5, 2027**, subject to termination rights set forth below."

"4. The Government may terminate this lease in whole or in part effective **August 6, 2022**, by giving at least thirty (30) days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the date of mailing."

Continued on Sheet No. 1

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: Robert Sonnenblick

Name: Robert Sonnenblick

Title: LLC Manager

Entity Name: Sonnenblick Del Rio Norwalk, LLC

Date: 8-20-12

FOR THE GOVERNMENT:

Signature: James Valk

Name: James Valk

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: August 22, 2012

WITNESSED FOR THE LESSOR BY:

Signature: Melissa Garcia

Name: Melissa Garcia

Title: BBM

Date: 8-20-12

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA) NO. 5 TO
LEASE #GS-09B-02357**

Lease Amendment Form 07/12

Page 1 of 3

"9. The Government shall pay the Lessor annual rent as follows:

For months 1 through 60, annual rent of \$359,095.78 at the rate of \$29,924.65 per month in arrears calculated as follows:

| Rent Breakdown Mo.s 1-60 | Per RSF | Annual Rent | Monthly Rent |
|--------------------------|--------------|---------------|--------------|
| Shell Rent | \$ 16.800000 | \$ 223,036.80 | \$ 18,586.40 |
| Operating Cost* | \$ 6.150000 | \$ 81,647.40 | \$ 6,803.95 |
| Amortization of TI | \$ 4.098492 | \$ 54,411.58 | \$ 4,534.30 |
| Full Service Rent | \$ 27.048492 | \$ 359,095.78 | \$ 29,924.65 |

*Subject to annual CPI adjustment.

For months 61 through 120, annual rent of \$384,947.62 at the rate of \$32,078.97 per month in arrears calculated as follows:

| Rent Breakdown Mo.s 61-120 | Per RSF | Annual Rent | Monthly Rent |
|----------------------------|--------------|---------------|--------------|
| Shell Rent | \$ 18.747261 | \$ 248,888.64 | \$ 20,740.72 |
| Operating Cost* | \$ 6.150000 | \$ 81,647.40 | \$ 6,803.95 |
| Amortization of TI | \$ 4.098492 | \$ 54,411.58 | \$ 4,534.30 |
| Full Service Rent | \$ 28.995753 | \$ 384,947.62 | \$ 32,078.97 |

*Subject to annual CPI adjustment.

For months 121 through 180, annual rent of \$359,396.04 at the rate of \$29,949.67 per month in arrears calculated as follows:

| Rent Breakdown Mo.s 121-180 | Per RSF | Annual Rent | Monthly Rent |
|-----------------------------|--------------|---------------|--------------|
| Shell Rent | \$ 20.921109 | \$ 277,748.64 | \$ 23,145.72 |
| Operating Cost* | \$ 6.150000 | \$ 81,647.40 | \$ 6,803.95 |
| Amortization of TI | \$ 0.000000 | \$ 0.00 | \$ 0.00 |
| Full Service Rent | \$ 27.071109 | \$ 359,396.04 | \$ 29,949.67 |

*Subject to annual CPI adjustment.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Sonnenblick Del Rio Norwalk, LLC
PO Box 51914
Unit B
Los Angeles, CA 90051-6214."

"16. TENANT IMPROVEMENT ALLOWANCE:

Tenant improvements were inspected and determined to be substantially complete on August 6, 2012. The final Tenant Improvement Allowance has been established to be \$544,115.82 and will be amortized over the firm-term (months 1 through 120) at an annual interest rate (amortization rate) of 0.00% (zero percent). Pursuant to Paragraph 4 of this Lease, the Government shall not be required to make any additional TI payments after August 6, 2022."

Continued on Sheet No. 2

Initials:

Lessor

Government

**SHEET NO. 2 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA) NO. 5 TO
LEASE #GS-09B-02357**

"20. COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). **The commission credit is [REDACTED].** The Lessor agrees to pay the Commission less the Commission credit to the Broker, in the amount of [REDACTED], in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 9 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue through the fourth month as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$29,924.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month Rent.

Second Month's Rental Payment \$29,924.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month Rent.

Third Month's Rental Payment \$29,924.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month Rent.

Fourth Month's Rental Payment \$29,924.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month Rent."

Paragraph 28 is hereby added

"28. By August 17, 2012, Lessor shall make the corrections contained on the attached TI Construction Punch List."

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

Initials:

Lessor

Government