

# LEASE AMENDMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-09B-02479	DATE 6/8/12	PAGE 1 of 2
---------------------------------------	------------------------------	----------------	----------------

## ADDRESS OF PREMISES

5300 W. Tulare Avenue, Visalia, CA 93277

THIS AGREEMENT made and entered into this date by and between Weingart Foundation

whose address is 1055 West 7<sup>th</sup> Street, Suite 3050  
Los Angeles, CA 90017-2509

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

WHEREAS, the parties hereto desire to amend the above Lease to establish beneficial occupancy, reconcile the amount of amortized tenant improvements and establish a termination date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease, dated 11/22/10 and SLA 2, dated 2/8/2012 are amended effective upon execution by the Government. Paragraphs 2 and 4 of the Lease and Paragraph 3 of SLA 2 are deleted in their entirety and the following substituted therefore:

"2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on June 1, 2012 through May 31, 2027, subject to termination rights as may be hereinafter set forth."

"3. The Government shall pay the Lessor annual rent in arrears in accordance with the following schedule:

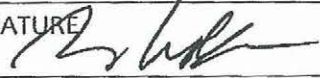
- Years 1 – 5: total rent of \$195,586.42 per annum at the rate of \$16,298.87 per month in arrears.
- Years 6 – 10: total rent of \$213,134.50 per annum at the rate of \$17,761.21 per month in arrears.
- Years 11 – 15: total rent of \$192,682.08 per annum at the rate of \$16,056.84 per month in arrears.

The rent breakdown is as follows:

	Years 1 - 5		Years 6 - 10		Years 11 - 15	
	Annual Rent	Annual Rate/ RSF	Annual Rent	Annual Rate/ RSF	Annual Rent	Annual Rate/ RSF
Shell Rental Rate	\$110,490.48	\$15.93	\$128,038.56	\$18.46	\$148,499.76	\$21.41
T.I. Rental Rate	\$40,913.62	\$5.90	\$40,913.62	\$5.90	\$0.00	\$0.00
Operating Cost	\$44,182.32	\$6.37	\$44,182.32	\$6.37	\$44,182.32	\$6.37
Full Service Rate	\$195,586.42	\$28.20	\$213,134.50	\$30.73	\$192,682.08	\$27.78

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.


## LESSOR

SIGNATURE  NAME OF SIGNER Lanny Wove Vlahos  
ADDRESS 1055 W 7TH ST #3050 LA. 90017

## IN PRESENCE OF

SIGNATURE  NAME OF SIGNER George V. Lara Jr.  
ADDRESS

## UNITED STATES OF AMERICA

SIGNATURE  NAME OF SIGNER Donald C. Thomas  
OFFICIAL TITLE OF SIGNER Contracting Officer

AUTHORIZED FOR LOCAL REPRODUCTION

GSA FORM 276 (REV. 8/2006)

CONTINUED ON PAGE 2

---

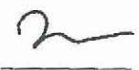

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Weingart Foundation  
1055 W. 7<sup>th</sup> Street, Suite 3050  
Los Angeles, CA 90017-2509

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15 day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. As of January 1, 1999, all rental payments MUST be made by Electronic Funds Transfer."

"4. The Government may terminate this lease in whole or in part effective any time after May 31, 2022 by giving at least 90 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

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

INITIALS:  &   
LESSOR & GOV'T