

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. **GS-09B-02758**

ADDRESS OF PREMISES Centrum North Building
1120 W. La Veta Avenue
Orange, California 92868-4231

THIS AGREEMENT, made and entered into this date by and between 4128 WILSHIRE LLC

whose address is 4751 Wilshire Boulevard
Suite 110
Los Angeles, California 90010-3838

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: **accept Change Orders 8 through 11, adjust total TI cost and amortized TI rent, and adjust broker commission credit.**

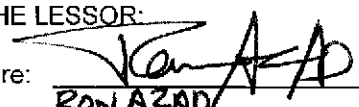
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 10, 17, and 23 of the SF-2 are hereby deleted in their entirety and replaced as follows:

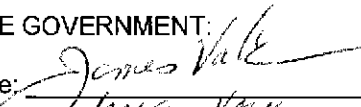
Continued on Page 2.

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

FOR THE LESSOR:

Signature: 
Name: RON AZADI
Title: AUTHORIZED REPRESENTATIVE
4128 Wilshire, LLC
Date: 1/19/13

FOR THE GOVERNMENT:

Signature: 
Name: JAMES VALK
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: FEBRUARY 15, 2015

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

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

Term	Shell Rent ¹	Operating Costs ²	Tenant Improvements Rent ³	Total Annual Rent	Total Monthly Rent
11/1/12-12/31/12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1/1/13-10/31/22	\$244,236.40	\$138,152.04	\$32,954.62	\$415,343.06	\$34,611.92
11/1/22-10/31/27	\$337,269.96	\$138,152.04	\$0.00	\$475,422.00	\$39,618.50

¹Shell rent (Firm Term) calculation: \$13.10 per RSF multiplied by 18,644 RSF; shell rent (Yrs 11-15) of \$18.09 per RSF

²Operating Costs rent calculation: \$7.41 per RSF multiplied by 18,644 RSF

³The Tenant Improvement Allowance of \$287,031.36 is amortized at a rate of 2.5 percent per annum over Months 3 – 120 (118 Months).

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

4128 Wilshire LLC
4751 Wilshire Boulevard, Suite 110
Los Angeles, California 90010-3838

17. **TENANT IMPROVEMENT ALLOWANCE:** Tenant Improvements (TIs) were inspected and determined to be substantially complete on October 31, 2012. Change Orders 8, 9, 10, and 11 were inspected and accepted on January 17, 2013. Total TI cost of \$287,631.36 is adjusted by a dishwasher credit of <[REDACTED]> to establish the final TI Allowance as \$287,031.36. The TI Allowance shall be amortized over months 3 to 120 (118 months) of the firm term of the lease agreement at an amortization interest rate of 2.5% per year.

23. **COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for years 1-5 of the firm term value of this lease and [REDACTED] for years 6-10 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 of [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. Following the two months of free rent, the reduction in shell rent shall commence with the third month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Third Month's Rental Payment is \$34,611.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.


Fourth Month's Rental Payment is \$34,611.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment is \$34,611.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

Paragraph 29 is hereby added:

"29. Change Orders 8, 9, 10, and 11 were inspected and accepted on January 17, 2013. All punch list items have been inspected and completed. The requirements of Par. 28 have been fulfilled and cost of TIs has been adjusted in Par 10, above."

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

Initials:  & 
Lessor Government