

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

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: **establish date of beneficial occupancy of the Government leased space as of November 1, 2012; reconcile the tenant improvement costs (including Change Orders 1-7) subject to completion of open change orders; adjust the rent, commission and commission credits; delete the requirement to remodel the women's restroom; and for future office re-configuration or cyclical painting, require complete disassembly / reassembly of systems furniture to repair and paint the entire walls.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 1, 2012, as follows:

Paragraphs 4, 9, 10, 17, and 23 of the SF-2 are hereby deleted in their entirety and replaced as follows:

4. The Government may terminate this lease in whole or in part effective at any time after **November 1, 2022** giving at least one hundred twenty (120) 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.
9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on **November 1, 2012** through the following fifteen (15) year term, ten (10) years firm, subject to termination rights as may be hereinafter set forth.

Continued on Page 2.

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

FOR THE LESSOR:

Signature: [Signature]
Name: RON AZAD
Title: AUTHORIZED REPRESENTATIVE
4128 Wilshire, LLC
Date: _____

FOR THE GOVERNMENT:

Signature: [Signature]
Name: JAMES VALL
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: DECEMBER 13, 2012

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Shela Hope
Title: Property Manager
Date: 12/7/12

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	\$29,235.17	\$411,623.61	\$34,301.97
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 \$254,635.36 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 were inspected and determined to be substantially complete on October 31, 2012. The Tenant Improvement Allowance has been established as \$254,635.36. The Tenant Improvement Allowance shall be amortized over the ten (10) year firm term of the lease agreement at an interest rate (amortization 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 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. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Third Month's Rental Payment is \$34,301.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment is \$34,301.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment is \$34,301.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

Paragraph 25 to remodel the women's restroom is hereby deleted in its entirety.


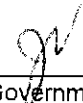
Continued on Page 3.

Initials: AA & JS
Lessor Government

Paragraphs 27 and 28 are hereby added:

- "27. For cyclical re-painting or in the event the tenant re-configures some or all of their systems furniture, the systems furniture shall be disassembled and reassembled, as needed, so that adjacent walls are repaired and painted in their entirety. This shall be a shell cost as stated in SFO Par. 7.12.A.3. Wall repair includes, but is not limited to, removal of chair rail, patching and sanding, and installation of wall base to match the rest of the space."
- "28. Acceptance of space is subject to completion of rack replacement in the computer room as well as open change orders, including: installation of an additional cable tray in the computer room; installation of isolated ground electric outlets in six offices and two hearing rooms; and extension of walls to ceiling deck for hearing rooms and computer room. This work will be completed by December 31, 2012. Upon receipt, review and approval of cost estimates, and completion of change orders, total TI cost and amortized TI rent payments in Paragraph 17 will be revised by lease amendment."

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

Initialed:  & 
Lessor Government