

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-09B-02937
LEASE AMENDMENT	
ADDRESS OF PREMISES 600 City Parkway West, Suite 500 Orange, CA 92868-2924	PDN Number:

THIS AMENDMENT is made and entered into between

AB CITY PARKWAY LLC ("the Lessor"),

whose address is: **600 City Parkway West
ORANGE, CA 92868-2924**

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

WHEREAS, final inspection was performed on October 31, 2013, and the space was accepted as substantially complete subject to completion of punchlist items;

WHEREAS, the parties hereto desire to amend the above lease to establish the date of beneficial occupancy of the Government leased space as of **November 1, 2013**, revise name of Lessor, commence rental payments, establish final Tenant Improvement (TI) cost, amortize the TI cost, adjust commission and commission credit, and identify remaining TI items to be completed.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

A. CHANGE OF LESSOR'S NAME:

Former Name of Lessor, "Abbey BP Investors, LLC" is replaced with New Name of Lessor, "AB City Parkway, LLC." Exhibit E, GSA Form 3518, is deleted in its entirety and replaced with GSA Form 3518, attached hereto, with new DUNS #932383230.

This Lease Amendment contains 3 pages plus Exhibit E (11 pages) and Form 1204 (3 pages).

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

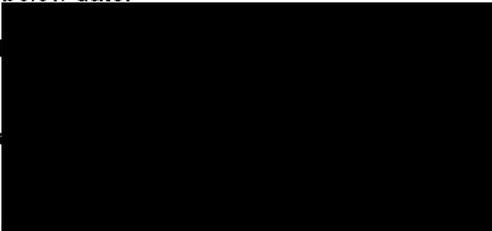
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR



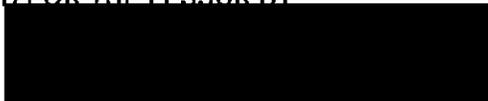
Signature: _____
Name: _____
Title: VP-Asset Management
Entity Name: AB CITY PARKWAY LLC
Date: 11-15-13

FOR THE GOVERNMENT



Signature: _____
Name: _____
Title: _____
GSA, Pu _____
Date: NOVEMBER 20, 2013

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: Ernest R. Pardini
Title: Director of Leasing
Date: 11-15-13

B. LEASE TERM:

"TO HAVE AND TO HOLD the Premises with their appurtenances for a total term of ten (10) years beginning on November 1, 2013 through October 31, 2023, inclusive; along with any applicable termination and renewal rights. The total lease term is for ten (10) years, five (5) years firm, subject to termination and renewal rights set forth herein."

C. PARAGRAPHS 1.03, 1.04, AND 1.05 OF THE LEASE ARE DELETED AND THE FOLLOWING SUBSTITUTED THEREFORE:

"1.03 RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (MONTHS 1-60)		NON-FIRM TERM
	MONTHS 1-10	MONTHS 11-60	MONTHS 61-120
SHELL RENT ¹	\$145,226.45	\$290,452.89	\$282,397.42
OPERATING COSTS ²	\$49,624.74	\$99,249.47	\$99,249.47
TENANT IMPROVEMENTS RENT ³	\$106,731.93	\$106,731.93	\$0.00
TOTAL ANNUAL RENT	\$301,583.12	\$496,434.29	\$381,646.89
MONTHLY RENT	\$25,131.93	\$41,369.52	\$31,803.91

¹Shell rent calculation:

- Firm Term Mo.s 1-10: **\$9.5550** per RSF multiplied by **15,199** RSF
- Firm Term Mo.s 11-60: **\$19.1100** per RSF multiplied by **15,199** RSF
- Non Firm Term Mo.s 61-120: **\$18.58** per RSF multiplied by **15,199** RSF

²Operating Costs rent calculation (subject to annual CPI escalation):

- Firm Term Mo.s 1-10: **\$3.2650** per RSF multiplied by **15,199** RSF
- Firm Term Mo.s 11-60: **\$6.53** per RSF multiplied by **15,199** RSF
- Non Firm Term Mo.s 61-120: **\$6.53** per RSF multiplied by **15,199** RSF

³Final Tenant Improvement Cost (after concessions, see Par. 1.17) of **\$438,654.29** is amortized at a rate of **8.00%** during the **60 month** firm term.

B. Rent is subject to adjustment based upon physical mutual measurement of the Space upon acceptance, not to exceed 13,332 ABOA sq. ft. based upon the methodology outlined under the "payment" clause of the GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in Paragraph 1.01 THE PREMISES created herein;
2. All costs, expenses, and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance and satisfaction of all other obligations set forth in the Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made to meet the requirements of the Lease;

G. Parking shall be provided at a rate of \$0.00 per parking space per month (surface).

INITIALS: LS LESSOR & JG GOV'T

"1.04 BROKER COMMISSION AND COMMISSION CREDIT:

Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Jones Lang LaSalle with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 11 Rental Payment \$41,369.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 11th Month's Rent.

Month 12 Rental Payment \$41,369.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 12th Month's Rent.

Month 13 Rental Payment \$41,369.52 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 13th Month's Rent."

"1.05 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after October 31, 2018, by providing not less than ninety (90) calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set for in the notice, whichever is later. No rental shall accrue after the effective date of termination. "

D. PARAGRAPH 1.17 IS HEREBY ADDED TO THE LEASE:**"1.17 FINAL AMORTIZED TENANT IMPROVEMENT COST**

With approved Change Orders 1,3,4,5, 6, 7, 8, 10 and 11, the final Tenant Improvement (TI) cost was \$893,614.29. Per Par. 1.08, in addition to the TI Allowance, the Lessor provided a total concession of \$454,960.00, comprised of 1) \$30 per ABOA Sq Ft of the Tenant Improvement costs (\$399,960.00) and 2) \$55,000 for reserve parking in lieu of secure parking, with no reimbursement from the Government. After application of Lessor's concessions, the remaining balance for Final TI cost of \$438,654.29 shall be amortized into the rent payments at a rate of 8% over the 5 year firm term."

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FORCE AND EFFECT

---- END OF DOCUMENT ----

INITIALS:


LESSOR & 
GOV'T