

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-09B-02962
ADDRESS OF PREMISES 2435 Polvorosa Drive, San Leandro, CA 94577-2237	PDN Number: N/A

THIS AMENDMENT is made and entered into between
 LBA/CPT INDUSTRIAL – COMPANY V-A, LLC.

whose address is: 3347 MICHELSON DRIVE, SUITE 220
 IRVINE, CA 92612-0687

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 change the Operating Cost and revise the rental rate stipulated in the lease award.

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, as follows:

Paragraphs 1.09 and Paragraph 4 are deleted in their entirety and are replaced with the following:

"1.09 OPERATING COST BASE: At occupancy, the Operating Cost Base was established at \$2.35 per rentable square foot, which includes a fixed rate of \$1.56 for all other operating cost and an estimated Utility cost of \$67,431.00.

Operating Cost is re-established for Year 2, based on actual Utility usage cost of \$15,461.46 during the first year of occupancy. The new Operating Cost is \$1.74 per rentable square feet (this includes the actual Utility cost of \$0.18 plus \$1.56 fixed rate).

Operating Cost for Year 3 is re-established at \$1.86, based on actual Utility usage cost of \$25,217.12 during the second year of occupancy. Operating Cost for Years 4 through 15 is established at \$2.27."

This Lease Amendment contains 2 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: Phil A. Belling
 Title: Authorized Signatory
 Entity Name: _____
 Date: _____

FOR THE

Signature: _____
 Name: Scott Gomez
 Title: Lease Contracting Officer
 Entity: GSA, Public Buildings Service
 Date: 9/1/15

WITNESSED FOR THE

Signature: _____
 Name: EX Farah Faris
 Title: _____
 Date: _____



"4. RENT: The Government shall pay the Lessor annual rent, to be paid in arrears, as follows:

- For Year 1, the annual rent is \$1,191,131.54 at the rate of \$99,260.96 per month;
- For Year 2, the annual rent is \$1,139,281.54 at the rate of \$94,940.13 per month;
- For Year 3, the annual rent is \$1,149,481.54 at the rate of \$95,790.13 per month;
- For Years 4 through 10, the annual rent is \$1,184,331.54 at the rate of \$98,694.30 per month;
- For Years 11 through 15, the annual rent is \$1,099,900.00 at the rate of \$91,658.33 per month.

	Annual Rent				
	Year 1	Year 2	Year 3	Year 4-10	Year 11-15
Shell Rent	\$879,750.00	\$879,750.00	\$879,750.00	\$879,750.00	\$906,950.00
Tenant Improvements	\$111,631.54	\$111,631.54	\$111,631.54	\$111,631.54	\$0.00
Operating Costs	\$199,750.00	\$147,900.00	\$158,100.00	\$192,950.00	\$192,950.00
Total Annual Rent	\$1,191,131.54	\$1,139,281.54	\$1,149,481.54	\$1,184,331.54	\$1,099,900.00

- Rent for a lesser period shall be prorated. Rent shall be payable to:
 LBA/CPT Industrial – Company V-A, LLC.
 P.O. Box 740195
 Los Angeles, CA 90074-0195"

All other terms and conditions remain in full force and effect.

INITIALS:  & 
 LESSOR & GOVT