

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.1
	TO LEASE NO. GS-09B-03150
ADDRESS OF PREMISES 2302 Martin Street Irvine, CA 92612	PDN Number:

THIS AMENDMENT is made and entered into between **TPF Partners** ("the Lessor"),

whose address is: **2361 Campus Drive, Suite 280, Irvine, CA 92612**

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

WHEREAS, the parties hereto desire to amend the above Lease. .

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 **July 1, 2014** as follows:

To adjust the rent, termination rights and establish beneficial occupancy.

Paragraphs 1, 2, 3, 1.01 and 1.04 are deleted in their entirety and substituted therefore.

LEASE TERM AND RENTAL CONSIDERATION


1. The commencement date of this lease is **July 1, 2014**
2. To Have and to Hold the said premises with their appurtenances for the term beginning **July 1, 2014** and continuing for a period of 10 Years, 5 Years Firm, through the expiration date **June 30, 2024** subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Continued on next page

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: J. W. MacIntyre
Title: CFO
Entity Name: TPF Partners
Date: 6/16/14

FOR THE GOVERNMENT:

Signature: 
Name: A. B. B. B.
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/24/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Emma Werlin
Title: Director of Housing
Date: 6/16/14

	Firm Term		Non Firm Term	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rental Rate	83,654.80	\$14.78	\$97,238.80	\$17.18
Tenant Improvements Rental Rate*	\$1,688.00	\$.2982	\$0.00	\$0.00
Operating Costs*	\$55,241.60	\$9.76	\$55,241.60	\$9.76
Full Service Rate	\$140,584.40	\$24.84	\$152,480.40	\$26.94

*The Tenant Improvements Allowance is amortized at a rate of 0 percent per annum for 5 years.

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **5,660** rentable square feet (RSF), yielding **5,031** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **2nd** floor(s) and known as Block A and Block B as depicted on the floor plan(s) attached hereto as Exhibit F.

Block A – 2nd Floor: 3,940 rentable square feet, consisting of 3,339 ANSI/BOMA office area square feet.
Block B – 2nd Floor: 1,720 rentable square feet, consisting of 1,692 ANSI/BOMA office area square feet.

B. Common Area Factor: The Common Area Factor (CAF) is established as **12.5** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.04 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

Block A: The Government may terminate Block A of this lease, in whole or in part, at any time after the Firm Term of this Lease by providing not less than 60 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 forth in the notice, whichever is later. No rental shall accrue after the effective date of the termination. The Government must provide termination notice no later than 120 days after the last day of the firm term. The Lessor may terminate this lease at any time after the Firm Term by providing an 18 month written notice which notice may be given at any time.

Block B: The Government may terminate Block B of this Lease, in whole or in part, at any time effective after the first month of the lease, by providing not less than **15** 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 forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

INITIALS: JW & PS
LESSOR & GOVT