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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 2 | |
| | TO LEASE NO. GS-09B-03354 | |
| ADDRESS OF SPACE: 3247 W. MARCH LANE, STOCKTON, CA 95219 | PDN Number: | Page 1 of 2 |

THIS AGREEMENT, made and entered into this date by and between **March Lane Owners, LLC**

whose address is

18301 VON KARMON, SUITE 250, 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 to establish beneficial occupancy.

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:

The Lease Term and paragraph 1.03 is hereby deleted and substituted therefore:

“LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning October 1, 2014 through September 30, 2029

15 Years, 7 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.


1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

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: WILBUR
Title: _____
Entity Name: MARCH LANE OWNERS, LLC
Date: 12/14/2014

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/10/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Notary Public
Date: 12/14/14

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| | LEASE TERM |
|---|----------------------|
| | ANNUAL RENT |
| SHELL RENT ¹ | \$ 390,558.72 |
| TENANT IMPROVEMENT ALLOWANCE ² | \$ 36,804.55 |
| OPERATING COSTS ³ | \$ 188,527.68 |
| TOTAL ANNUAL RENT⁴ | \$ 615,890.95 |

¹Shell rent calculation of \$15.04 per RSF multiplied by 25,968 RSF. Shell rent shall increase 2.5% annually.

²The Tenant Improvement Allowance of \$341,227.11 is amortized at a rate of 7 percent per annum over 15 years.

³Operating Costs rent calculation: \$7.26 per RSF multiplied by 25,968 RSF. Operating Costs rent shall increase 3.0% annually.

⁴Parking costs described under sub-paragraph G below.

B. The Lessor has amortized the TIA for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall be liable for the unamortized portion of the TIA.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 22,364 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

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 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 (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

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

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
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 or satisfaction of all other obligations set forth in this Lease; and 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 thereto to meet the requirements of this Lease.
4. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, maintenance required for the proper operation of the Property, the Building, and the Leased 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 thereto to meet the requirements of this Lease. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.

G. Parking shall be provided at no cost to the Government.

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

INITIALS:  & 
LESSOR & GOVT