U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM	Supplemental Agreement No. 2	Effective Date: 4/11/12
	To Lease No. GS-09B-02370	(Insert date of execution by Govt.)

TRANSFEROR, TRANSFEREE, and the UNITED STATES OF AMERICA ("Government") enter into this Agreement (the "Agreement") as of the Effective Date. This Agreement is entered into pursuant to the "Assignment of Claims" provision of the General Clauses to the referenced Government lease, as well as 41 United States Code Section 15, and is otherwise based on 48 Code of Federal Regulations Section 42.1204.

A. **DEFINITIONS.** All initial capitalized words in this Agreement shall have the same meaning as specified below.

(1) "Transferor": GKK STERLING OWNER LP
[Include the full name of predecessor-lessor. If Transferor is a corporation, include the full name of corporation and state of incorporation. If Transferor is a partnership, indicate whether it is a general or limited partnership. Specify below the name of the signatory authorized to bind the corporation or partnership. If Transferor is different than the original lessor, attach copies of intervening deeds and brief explanation of the chain of title.]

(2) Signatory authorized to bind Transferor: ROBERT R. Foley [print name], Chief Operating Officer [Title]

(3) "Transferee": WALTON/GREENLAW ONTAIRO OFFICE A, LLC
[Include full name of successor-lessor. If Transferee is corporation, include full name of corporation and state of incorporation. If Transferee is partnership, indicate whether general or limited partnership. Specify below name of signatory authorized to bind the corporation or partnership.]

(4) Signatory authorized to bind Transferee: WILBUR H. SMITH III [print name], Authorized Signatory [Title]

(5) "Transfer Date": Date transfer of assets became effective under applicable State law: January 18, 2012

(6) "Property": 3110 E. Guasti Road [Street Address]
Ontario, CA 91761 [City, State and Zip Code]

(7) "Leased Premises": Suite 450
[Include location of leased premises, e.g., floor number or suite number.]

B. **THE PARTIES AGREE TO THE FOLLOWING FACTS:**

(1) The Government, represented by various Contracting Officers of the United States General Services Administration, has entered into that certain lease with Transferor: Lease GS-09B-02370. The term, the "Lease", as used in this Agreement, means the above described lease, including all modifications, made between the Government and Transferor before the Effective Date of this Agreement. In addition, included in the term "Lease" are all modifications made under the terms and conditions of the Lease between the Government and Transferee, on or after the Effective Date of this Agreement.

(2) As of the Transfer Date, Transferor has transferred to Transferee all the assets of Transferor involved in performing its obligations under the Lease by virtue of a Assignment and Assumption of leases dated as January 18, 2012 between Transferor and Transferee.
[insert a term(s) descriptive of the legal transaction involved between Transferor and Transferee--for example, "a grant deed to the Property"].

(3) Transferee has acquired all the assets of Transferor involved in performing the Lease by virtue of the above transfer.

(4) Transferee has assumed all obligations and liabilities of Transferor under the Lease by virtue of the above transfer. Without limiting any of the Government's rights, it is noted that this provision is not intended to modify or eliminate any indemnification or other agreements which Transferee and Transferor have to each other pursuant to their other agreements.

(5) Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been submitted to the Government.

C. **IN CONSIDERATION OF THESE FACTS AND THE REPRESENTATIONS SET FORTH BELOW; THE PARTIES AGREE THAT BY THIS AGREEMENT:**

(1) Transferor confirms the transfer to Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. Transferee also assumes all obligations and liabilities of, and all claims against, Transferor under the Lease as if Transferee were the original party to the Lease and is bound by all previous actions taken by Transferor with respect to the Lease, with the same force and effect as if the action had been taken by Transferee.

(3) The Government recognizes Transferee as Transferor's successor in interest in and to the Lease. Transferee by this Agreement becomes entitled to all right, title, and interest of Transferor in and to the Lease as if Transferee were the original party to the Lease. Following the effective date of this Agreement, the term, "Lessor", as used in the Lease, shall refer to Transferee.

(4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against Transferor.

(5) All payments and reimbursements previously made by the Government to Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to Transferor shall have the same force and effect as if made to Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(6) Following the full execution of this Agreement, Transferee desires, as soon as practicable, that rent checks, in the amount set forth in the Lease, be payable to Transferee and sent to Transferee at the following address:

WALTON/GREENLAW ONTAIRO OFFICE A, LLC
900 N. Michigan Ave, Ste 1900
Chicago, IL 60611-6536

(7) Transferor and Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) Transferor guarantees payment of all liabilities and the performance of all obligations that Transferee assumes under this Agreement. Transferor waives notice of, and consents to, any such future modifications.

(9) The Lease shall remain in full force and effect, except as modified by this Agreement.

(10) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state identified in Paragraph A (3) above, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request, Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.

(11) The Lease is amended to include the provisions set forth in Exhibit A, which is attached to and made a part of this Agreement. [Exhibit A does not apply to Transferor and does not need to be filled in prior to execution of this form by Transferor.]

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

TRANSFEROR: [Attach additional pages if necessary for multiple signatures or multiple entities]

GKK Sterling Owner LP
[Print name of Transferor]

By: [signature]

Print Name: Michael Crimmins

Title: VP

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ day of _____, _____.

By _____

[CORPORATE SEAL]

TRANSFEREE: [Attach additional pages if necessary for multiple signatures or multiple entities]

WALTON/GREENLAW ONTAIRO OFFICE A, LLC
[Print name of Transferee]

By: [signature]

Print Name: WILBUR H. SMITH III

Title: Authorized Signatory

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ day of _____, _____.

By _____

[CORPORATE SEAL]

Government: UNITED STATES OF AMERICA

By: [signature]

Name: CHRISTINA DOLAN

Title: LEASE CONTRACTING OFFICER

EXHIBIT A TO U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM	Supplemental Agreement No. 2	4/11/12
	To Lease No. GS-09B-02370	

The following Provisions and certifications by Transferee are made a part of the Lease:

1. TAXPAYER IDENTIFICATION

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which Transferee is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by Transferee in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) Transferee must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the Lease is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) §4.904, the failure or refusal by Transferee to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of Transferee's relationship with the Government (31 U.S.C. §7701(c)(3)). If the Lease is subject to the payment reporting requirements described in FAR §4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of Transferee's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: [redacted]

TIN is not required because:

[ ] Transferee is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Transferee is an agency or instrumentality of a foreign government;

[ ] Transferee is an agency or instrumentality of the Federal government;

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____

(f) Common Parent.

[ ] Transferee is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent: Name _____

TIN _____

2. Data Universal Numbering System (DUNS) Number

(a) Definitions:

(1) "Data Universal Numbering System number" and "DUNS" mean the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(2) "Data Universal Numbering System +4 number" and DUNS+4 mean the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR (defined below) records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Federal Acquisition Regulation Subpart 32.11) for the same parent concern.

(b) Transferee shall enter, in part (4) of this provision, the DUNS number or "DUNS+4" that identifies Transferee's name and address exactly as stated in this form.

INITIALS: _____ TRANSFEREE _____ GOVT.

(c) If Transferee does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) Transferee may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) Transferee should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and zip code.

(iv) Company mailing address, city, state and zip code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Transferee's [ ] DUNS number or [ ] DUNS+4 number is: 078401881

(e) Lessor must be registered with D&B during performance, and through final payment under this Lease.

3. CENTRAL CONTRACTOR REGISTRATION

(a) Definitions

(1) "Central Contractor Registration database" and "CCR" mean the primary Government repository for contractor information required for the conduct of business with the Government. CCR is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements.

(2) "Registered in the CCR database" means that-

(i) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(ii) The Government has validated all mandatory data fields and has marked the record "Active."

(b) Lessor must be registered in the CCR database during performance and through final payment under this Lease. Transferee must register via the Internet at http://www.ccr.gov. To remain active, Lessor is required to update or renew its registration annually. Transferee must be registered in the CCR for this change of ownership to be approved.

(c) Transferee represents that Transferee is registered in the CCR database.

(d) Lessor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, Lessor is required to review and update on an annual basis (from the date of initial registration or subsequent updates) its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(e) (1) (i) If Lessor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the lease), or has transferred the assets used in performing the Lease, Lessor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide to the responsible Contracting Officer the representations contained in this form, fully revised and executed, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.

(ii) If Lessor fails to comply with the requirements of paragraph (e)(1)(i) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this Lease.

(2) Lessor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to a contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that contractor will be considered to be incorrect information.

(f) Offerors and contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

INITIALS: _____ TRANSFEREE _____ GOVT.