| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>LEASE AMENDMENT | LEASE AMENDMENT No. 1<br><br>TO LEASE NO. GS-09P-LCA03058 |
|---|---|
| ADDRESS OF PREMISES<br><br>801 W. Civic Center Drive<br>Santa Ana, CA 92701 | PDN Number: N/A |

**THIS AMENDMENT**, made and entered into this date by and between CF Santana LLC

whose address is 200 W Santa Ana Blvd, Suite 200
Santa Ana, CA 92701-4048

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 authorize a name change, establish beneficial occupancy, re-establish The Premises and establish annual rent.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Lease Amendment No. 1 is to revise the Lessor's name to read: **CF Santana LLC**

Said revision does not constitute a formal change in ownership. The Government reserves the right to request documentation supporting the administrative name change and the Lessor shall remit such documentation within five (5) business days of the request.

Accordingly, the following "Lease Term" and Paragraphs 1.01, 1.03, 1.04, 1.13, are deleted in their entirety and substituted therefore.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning on [redacted], and continuing through [redacted], for a period of [redacted] Firm, subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 6 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:**

[redacted]

Signature: [redacted]
Name: Andrew Osborne
Title: Authorized Signatory
Entity Name: CF Santana LLC
Date: 8/26/16

**FOR THE GOVERNMENT:**

Signature: [redacted]
Name: John A. Bell
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8/31/16

**WITNESSED FOR THE LESSOR BY:**

[redacted]

Signature: [redacted]
Name: John Osner
Title: RE Analyst
Date: 8/26/16

**1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows:

A. Office and Related Space: 32,967 rentable square feet (RSF), yielding 31,327 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st and 2nd floor(s) and known as Suite(s) 100, 110, 120, 140, 150,160, and 218, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 5.235101 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.

**1.03 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:

| | Firm Term [redacted] | Firm Term [redacted] | Firm Term [redacted] | Firm Term [redacted] |
|---|---|---|---|---|
| | Annual Rent | Annual Rent | Annual Rent | Annual Rent |
| Shell Rent[1] | $519,428.05 | $539,208.25 | $558,988.45 | $598,548.85 |
| Tenant Improvements rent[2] | $0.00 | $0.00 | $0.00 | $0.00 |
| Operating Costs[3] | $192,659.15 | $192,659.15 | $192,659.15 | $192,659.15 |
| Building Specific Amortized Capital (BSAC)[4] | $12,690.64 | $12,690.64 | $12,690.64 | $12,690.64 |
| Parking[5] | $0.00 | $0.00 | $0.00 | $0.00 |
| **Total Annual Rent** | **$724,777.84** | **$744,558.04** | **$764,338.24** | **$803,898.64** |

| | Non Firm Term [redacted] | Non Firm Term [redacted] | Non Firm Term [redacted] |
|---|---|---|---|
| | Annual Rent | Annual Rent | Annual Rent |
| Shell Rent[1] | $618,329.05 | $638,109.25 | $657,889.45 |
| Tenant Improvements rent[2] | $0.00 | $0.00 | $0.00 |
| Operating Costs[3] | $192,659.15 | $192,659.15 | $192,659.15 |
| Building Specific Amortized Capital (BSAC)[4] | $0.00 | $0.00 | $0.00 |
| Parking[5] | $0.00 | $0.00 | $0.00 |
| **Total Annual Rent** | **$810,988.20** | **$830,768.40** | **$850,548.60** |

[1]Shell rent calculation:
(Years 1-6) $15.7560 per RSF multiplied by 32,967 RSF with $0.60/RSF increases every 2 years
(Years 7-10) $18.1560 per RSF multiplied by 32,967 RSF with $0.60/RSF increases every year

[2]The Tenant Improvement Allowance of $528,843.62 is amortized at a rate of 6 percent per annum over the remaining firm term. This cost will be amortized into the rent once the Tenant Improvements have been completed and accepted.

[3]Operating Costs rent calculation: $5.844 per RSF multiplied by 32,967 RSF

[4]Building Specific Amortized Capital (BSAC) of $72,392.76 is amortized at a rate of 6 percent per annum over the firm term.

[5]Parking costs described under sub-paragraph G below

In instances where the Lessor amortizes either the TI or BSAC 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 not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **31,327** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

INITIALS: _____ LESSOR & _____ GOV'T

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) 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 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.

G. Parking shall be provided at a rate of $**0** per parking space per month (structured/inside), and $**0** per parking space per month (surface/outside).

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. **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, Americas, Inc.**, 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.

B. 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 **1st** Rental Payment **$59,340.60** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **1st** Month's Rent.*

Month **2nd** Rental Payment **$59,340.60** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **2nd** Month's Rent.*

Month **3rd** Rental Payment **$59,340.60** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **3rd** Month's Rent.*

Month **4th** Rental Payment **$59,340.60** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **4th** Month's Rent.*

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* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **26.5505** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **32,967** RSF by the total Building space of **124,167** RSF.

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

INITIALS: _____ LESSOR & _____ GOV'T