GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA03058
ADDRESS OF PREMISES 801 W. Civic Center Drive 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 accept the completed tenant improvements and establish annual rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 18, 2017, as follows:

Accordingly, Paragraphs 1.03 and 1.04, are deleted in their entirety and substituted therefore.

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This Lease Amendment contains **3** 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]

Signatu[redacted]
Name: Andrew Osborne
Title: Authorized Signatory
Entity Name: CF Santana LLC
Date: March 6, 2017

FOR THE GOVERNMENT:

[redacted]

Signature: [redacted]
Name: John A. Bell
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7/11/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

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:

	MONTHS [redacted]	MONTHS [redacted]	YEARS [redacted]	YEARS [redacted]
Shell Rent[1]	$519,428.05	$519,428.05	$539,208.25	$558,988.45
Tenant Improvements[2]	$0.00	$78,314.59	$78,314.59	$78,314.59
Operating Costs[3]	$192,659.15	$192,659.15	$192,659.15	$192,659.15
Building Specific Amortized Capital (BSAC)[4]	$12,690.65	$12,690.65	$12,690.65	$12,690.65
Parking[5]	$0.00	$0.00	$0.00	$0.00
Total Annual Rent	$724,777.85	$803,092.44	$822,872.64	$842,652.84
[redacted]				
	[redacted]	[redacted]	[redacted]	[redacted]
Shell Rent[1]	$598,548.85	$618,329.05	$638,109.25	$657,889.45
Tenant Improvements[2]	$78,314.59	$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]	$12,690.65	$0.00	$0.00	$0.00
Parking[5]	$0.00	$0.00	$0.00	$0.00
Total Annual Rent	$882,213.24	$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 original bid amount is $1,414,351.32. The total for all change orders is $93,885.87. The total tenant improvement amount, inclusive of fees, is $1,508,237.19. The Lessor agrees to pay a TI credit in the amount of $1,096,445.00, which is not to be repaid by the Government. Therefore, the Government will amortize the Tenant Improvement Amount of $411,792.19 over the remaining seventy six (76) months of the firm term of the lease at an interest rate of 6 percent per annum.

[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.

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.

INITIALS: _____ LESSOR & _____ GOV'T

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 **$60,398.15** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **1st** Month's Rent.*

Month **2nd** Rental Payment **$60,398.15** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **2nd** Month's Rent.*

Month **3rd** Rental Payment **$60,398.15** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **3rd** Month's Rent.*

Month **4th** Rental Payment **$60,398.15** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **4th** Month's Rent.*

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

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

INITIALS: _____ LESSOR & _____ GOV'T