

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
ADDRESS OF PREMISES: 19 Technology Drive Irvine, CA 92618	TO LEASE NO. GS-09P-LCA03105 PDN Number:

THIS AMENDMENT is made and entered into between **27 Technology Drive, LLC a Delaware limited liability company**

whose address is: 550 Newport Center Drive, Newport Beach, CA 92660
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 issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the Tenant Improvement Allowance and provide for a lump sum payment of the Tenant Improvement costs which exceed the Tenant Improvement Allowance.

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 upon execution of the Government as follows:

Paragraphs 7.03, 7.04 and 7.05 are hereby added:

7.03 **NOTICE TO PROCEED:** This Lease Amendment records the Notice to Proceed for Tenant Improvements effective upon execution of the Lease Amendment by the Government. Lessor shall construct all Tenant Improvements in accordance with all terms and conditions of the Lease and the Government reviewed construction drawings for a total cost of **\$2,565,961.21** inclusive of all management and architectural fees.

7.04 The total cost for Tenant Improvements in the amount of **\$2,565,961.21** exceeds the tenant improvement allowance. The Government has elected to pay the lump sum amount of **\$1,060,767.21** to the Lessor upon substantial completion of the Tenant Improvements. The Government hereby orders the balance of **\$1,505,194.00** (\$51.879985 per ANSI/BOMA Area Square Feet), to be amortized into the rental rate at 8.0% interest. The Lessor shall construct all Tenant Improvements in accordance with all terms and conditions of the Lease and the Government reviewed construction drawings. Upon completion, inspection and acceptance of space, the Government shall reimburse the Lessor in lump sum in the amount of **\$1,060,766.21** pursuant to paragraph 1.09, herein. The Lessor waives restoration as a right of all improvements.

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: Steven M. Case
 Title: Executive Vice President, Office Properties
 Entity Name: 27 Technology Drive LLC
 Date: March 10, 2015

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 3/13/15

WITNESSED FOR THE

Signature: _____
 Name: Christ
 Title: Vice President, Operations, Office Properties
 Date: March 10, 2015

- 7.05 Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The original invoice, in the amount not to exceed **\$1,060,766.21** must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181



A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Jason Reising
300 North Los Angeles Street, Suite 4100
Los Angeles, California 90012-3308

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease Contract number, building address, and a description, price, and quantity of the items delivered
- GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

INITIALS:

LESSOR

&

GOV'T