

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 7  TO LEASE NO. GS-09P-LCA03105
ADDRESS OF PREMISES: 19 Technology Drive Irvine, CA 92618	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.

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 August 17, 2015 as follows:

To establish beneficial occupancy and to buy down a portion of the tenant improvements. Section 1.03, Paragraph A is deleted in its entirety and the following substituted therefore:

Lease Term

1. The commencement date of this lease is **August 17, 2015**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning **August 17, 2015** and continuing for a period of ten (10) years, five (5) years firm, through the expiration date of **August 16, 2025** subject to termination and renewal rights as may be hereinafter set forth.

**1.03 RENT AND OTHER CONSIDERATION (SEP 2013)**

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:**

Signature: \_\_\_\_\_  
 Name: Steven W. Case  
 Title: Executive Vice President  
 Entity Name: 27 Technology Drive, LLC  
 Date: September 9, 2015

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: GASO 15015100  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 9/10/15

**WITNESSED FOR THE LESSOR:**

Signature: \_\_\_\_\_  
 Name: C  
 Title: Senior Vice President, Operations  
 Date: September 9, 2015



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

	8/17/2015 - 8/16/2020 (FIRM TERM)	8/17/2020 - 8/16/2025 (NON FIRM TERM)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$507,239.14	\$649,215.28
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$305,207.40	\$0.00
OPERATING COSTS <sup>3</sup>	\$227,415.92	\$227,415.92
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,039,862.46</b>	<b>\$876,631.20</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$15.97 per RSF multiplied by 31,762 RSF

(Non Firm Term) \$20.44 per RSF multiplied by 31,762 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1,254,362.55 is amortized at a rate of 8 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$7.16 per RSF multiplied by 31,762 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

I. Pursuant to Paragraph 1.09, the Government has elected to buy down the tenant improvement amount described in Lease Amendment 1. Therefore, the original amortized tenant improvement total of \$1,505,194 will be reduced to \$1,254,362.55. The difference of **\$250,831.45** will be reimbursed to the Lessor via a lump sum payment upon receipt of government approved invoice.

Tenant Improvement Allowance: \$1,505,194.00

Tenant Improvement Buy down: \$250,831.45

Total Tenant Improvement to be Amortized: \$1,254,362.55

II. 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 **\$250,831.45** 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.

INITIALS:

LESSOR

GOVT

- III. The Lessor hereby waives restoration as a result of all improvements. Unless the Government has removed such items from the premises, the Lessor shall repair and maintain such items provided by the Lessor in accordance with this Lease Agreement GS-09P-LCA03105. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

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

INITIALS  &   
LESSOR GOV'T