

Supplemental Lease Agreement Number 3																												
Lease Number:	GS-09B-02764	Date:	7/26/12																									
Address of Premises: 4000 W. Metropolitan Drive, Orange, California																												
<p>THIS AGREEMENT, made and entered into this date by and between <b>WWG Met4K Owner, LLC</b>, whose address is: 4440 Von Karman Avenue, #350, Newport Beach, CA 92660</p> <p>hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b>, hereinafter called the Government:</p> <p><b>WHEREAS</b>, the parties hereto desire to amend the above Lease.</p> <p><b>THEREFORE</b>, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p> <p><b>Paragraph's 2 and 3 of Standard Form 2 are deleted in their entirety and the following substituted therefore. Paragraph's 2, 3, and 27 are added:</b></p> <p>"2. TO HAVE AND TO HOLD the said premises with its appurtenances for the term beginning on July 11, 2012 through July 10, 2032."</p> <p>"3. The Government shall pay the Lessor annual rent for years 1 – 5 \$3,659,994.11 (\$37.10/RSF) at the rate of \$304,999.51 per month in arrears; years 6-10 \$3,831,632.93 (\$38.84/RSF) at the rate of \$319,302.74 per month in arrears; years 11-15 \$4,020,041.06 (\$40.75/RSF) at the rate of \$335,003.42 per month in arrears; years 16-20 \$4,227,191.36 (\$42.85/RSF) at the rate of \$352,265.95 per month in arrears. See below schedule of rent components for details of rent. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated.</p> <p>All costs unless otherwise noted are per rentable square foot / year.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;">Year</th> <th style="text-align: center;">Shell Rate</th> <th style="text-align: center;">Operating Costs</th> <th style="text-align: center;">Amortized Tenant Improvements</th> <th style="text-align: center;">Total Annual Rate p/rsf</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Years 1-5</td> <td style="text-align: center;">\$17.36</td> <td style="text-align: center;">\$7.36</td> <td style="text-align: center;">\$12.38</td> <td style="text-align: center;">\$37.10</td> </tr> <tr> <td style="text-align: center;">Years 6-10</td> <td style="text-align: center;">\$19.10</td> <td style="text-align: center;">\$7.36</td> <td style="text-align: center;">\$12.38</td> <td style="text-align: center;">\$38.84</td> </tr> <tr> <td style="text-align: center;">Years 11-15</td> <td style="text-align: center;">\$21.01</td> <td style="text-align: center;">\$7.36</td> <td style="text-align: center;">\$12.38</td> <td style="text-align: center;">\$40.75</td> </tr> <tr> <td style="text-align: center;">Years 16-20</td> <td style="text-align: center;">\$23.11</td> <td style="text-align: center;">\$7.36</td> <td style="text-align: center;">\$12.38</td> <td style="text-align: center;">\$42.85</td> </tr> </tbody> </table> <p>Rent checks shall be payable to:</p> <p>WWG MET4K OWNER, LLC PO Box 60247 Los Angeles, CA 90060-0247"</p> <p>All other terms and conditions of the Lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>Lessor, <b>WWG Met4K Owner, LLC</b></p> <p>By <u><i>B. T. Kelly</i></u> (Signature) <u>Authorized Representative</u> (Title)</p> <p>In Presence of</p> <p><u><i>Adam Baranick</i></u> (Signature) <u>John Michelson Chicago, IL</u> (Address)</p> <p>United States Of America, General Services Administration, Public Buildings Service.</p> <p><u><i>Diana Dorman</i></u> (Signature) <u>CONTRACTING OFFICER</u> (Official Title)</p>				Year	Shell Rate	Operating Costs	Amortized Tenant Improvements	Total Annual Rate p/rsf	Years 1-5	\$17.36	\$7.36	\$12.38	\$37.10	Years 6-10	\$19.10	\$7.36	\$12.38	\$38.84	Years 11-15	\$21.01	\$7.36	\$12.38	\$40.75	Years 16-20	\$23.11	\$7.36	\$12.38	\$42.85
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SHEET NO. 1, ATTACHED HERETO AND MADE A PART OF LEASE GS-09B-02764 to SLA 3.

"27. The following represents the composition of the amortized tenant improvement rental rate stated in Paragraph 3 of this SLA:

\$12,532,115.00

Turn-key amount per Form 1364

[Redacted]

For variances in quantities from the base line amounts specified in the lease. Determined prior to issuing the notice to proceed with construction. (Credit)

[Redacted]

Increased [Redacted], noted in SLA 2 (Credit)

[Redacted]

TWR #01 Annex equip coordination(2 added outlets & change to 40A)

[Redacted]

TWR #02 [Redacted] revisions from SLA1 (Bldg to Pkg Str)

[Redacted]

TWR #04 Add marker board panels at several panels of op wall/both sides

[Redacted]

TWR #05 Cable tray revision in room 256

[Redacted]

TWR #07 Buletin 2 (Rev to server rms 382,383,351:tel/elect 385; misc)

[Redacted]

TWR #08 Added outlets/data drops rooms 270,271,273,274,312.

[Redacted]

TWR #13 Annex Lightning Protection deleted (Credit)

[Redacted]

TWR #14 Added cable TV isolators (KPRS furnish/FBI install)

[Redacted]

TWR #15 Alternate door hinges requested by Lessor (Credit)

[Redacted]

TWR #19 Change Carpet to VCT at 2 rooms in Annex

[Redacted]

TWR #20 Cable tray [Redacted] #9

[Redacted]

TWR #22 Liquidated Damages (34 delay days X \$1,554.20 per day) (Credit)

[Redacted]

TWR #25 Benches for Annex

[Redacted]

TWR #26 Additional Grounding in Rm #384

[Redacted]

TWR #27 Added Power outlet type L14-30

[Redacted]

TWR #29 2 ea 2" conduits between Rms 263 & 266

\$12,170,020.66

Total TI's"