

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. GS-09B-02880

ADDRESS OF PREMISES

3200 East Guasti Road, Suite 250
Ontario, CA 91761

THIS AGREEMENT, made and entered into this date by and between **Walton Greenlaw Ontario Office B, LLC**
whose address is

4440 Von Karman Avenue, Suite 350
Newport Beach, CA 92660-2082

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 establish beneficial occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Accordingly, Paragraph "LEASE TERM" and Section 1, Paragraph 1.03 "RENT AND OTHER CONSIDERATION" are deleted in their entirety and the following substituted..

"LEASE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 10, 2012 through October 09, 2022, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

Continued on Sheet 1

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: Brian T. Kelly
Name: Brian T. Kelly
Title: Authorized Representative
Entity Name: Walton Greenlaw Ontario Office B, LLC
Date: 10-29-12

FOR THE GOVERNMENT:

Signature: Veronica Gonzalez
Name: Veronica Gonzalez
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11-5-2012

WITNESSED FOR THE LESSOR BY:

Signature: Michelle Meyers
Name: Michelle Meyers
Title: Assistant
Date: 10/29/12

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA) NO. 5 TO LEASE #GS-09B-02880

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

"1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	Firm Term October 10, 2012 through October 09, 2013¹	Firm Term October 10, 2013 through October 09, 2017	Non Firm Term October 10, 2017 through October 09, 2022
	Annual Rent	Annual Rent	Annual Rent
Shell Rent	\$49,687.73 ⁴	\$99,375.45	\$240,537.75
Tenant Improvements rent ²	\$53,613.99 ⁴	\$107,227.97	\$0.00
Operating Costs	\$ 27,214.13 ⁴	\$ 54,428.25 ⁵	\$ 54,428.25
Building Specific Security ³	\$ 2,954.75 ⁴	\$ 5,909.49	\$ 0.00
Total Annual Rent	\$133,470.60	\$266,941.16	\$294,966.00

¹ Year one's total annual rent has been reduced by 50% for all items as a rent concession provided by the Lessor.

²The Tenant Improvement Allowance is a total of \$485,198.22 that is amortized at a rate of 4 percent per annum over 5 years.

³Building Specific Security Costs is amortized at a rate of 4 percent per annum over 5 years.

⁴Rates are rounded.

⁵Operating cost base is established at \$4.65 per rentable square feet on year one (see Paragraph 1.11) and subject to cost adjustments (see Paragraph 2.06)."

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

Initials: B.T.R. & V.G.
Lessor Government