

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

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

900 North Michigan Blvd., Suite 1900
Chicago, IL, 60611-6536

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 Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

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 7.02 is hereby added:

7.02 NOTICE TO PROCEED

A. Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$847,181.94, inclusive of all management and architectural fees.

B. The total cost for Tenant Improvements in the amount of \$847,181.94 exceeds the tenant improvement allowance by \$485,198.22. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$361,983.72 pursuant to Paragraph 7.02.C, herein. The Lessor hereby waives restoration as a result of all improvements.

Continued on Sheet 1

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

FOR THE LESSOR:

Signature: *B. T. Kelly*
Name: Brian T. Kelly
Title: Authorized Representative
Entity Name: Walton Greenlaw Ontario Office B, LLC
Date: 8-15-12

FOR THE GOVERNMENT:

Signature: *V. Gonzalez*
Name: Veronica Gonzalez
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8/22/2012

WITNESSED FOR THE LESSOR BY:

Signature: *Eliaial Barowski*
Name: Eliaial Barowski
Title: Associate
Date: 8-15-12

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA) NO. 2 TO
LEASE #GS-09B-02880**

C. Upon completion, inspection, and acceptance of space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$361,983.72 upon receipt of Government approved invoice.

The Original Invoice shall be submitted either electronically to the Finance Website at <http://www.finance.gsa.gov> or mailed to 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: Veronica Gonzalez
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 PDN #

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.