

ADDRESS OF PREMISES

600 City Parkway West, Orange, CA 92868-2924

THIS AGREEMENT, made and entered into this date by and between

ABBEEY BP INVESTORS, LLC

("the Lessor"), whose principal place of business is 600 City Pkwy W, Orange, CA 92868-2924 and whose interest in the Property described herein is that of Fee Owner, and hereinafter called the Lessor, and the

UNITED STATES OF AMERICA, ("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

WHEREAS, the parties hereto desire to amend the above Lease to replace secure parking with reserved parking, add a concession for tenant improvements, and provide special requirements for access control, phone/data cabling, and intrusion detection:

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

1. **Paragraph 1.01 "THE PREMISES"** is deleted and replaced with the following:

"1.01 THE PREMISES

The premises are described as follows:

Office and Related Space: **15,199** rentable square feet (RSF), yielding **13,332** ANSI/BOMA Office Area (ABOA) square feet and related space (based on a Common Area Factor of **14.0039%**) located on the fifth (5th) floor, at 600 City Parkway West, Orange, CA 92868-2924, with 53 parking spaces, including 36 reserved spaces (per in Par. 1.02.A) and 17 unreserved spaces, as depicted on the attached floor plan (Exhibit A) and parking plan (Exhibit B)."

[Continued on page 2 of 3]

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

FOR THE L

Signature: _____

Name: Chris H. Conwell

Title: Vice President Leasing

Entity Name: Abbey BP Investors

Date: 11/2/12

FOR THE GOV

Signature: _____

Name: James Y

Title: Lease C

GSA, Public Buildings Service

Date: 11-15-2012

WITNESSED FOR THE LESSOR BY:

Signat

Name: _____

Title: Portfolio Asset Manager

Date: 11.12.12

2. Paragraph 1.02.A "EXPRESS APPURTENANT RIGHTS, PARKING" is deleted and replaced with following:

"A. Parking: 36 parking spaces as depicted on the plan attached hereto as Exhibit B of which 36 shall be reserved for the exclusive use of the Government and monitored by cameras to be planned and installed by the Lessor as a tenant improvement. In addition, the Lessor shall provide 17 additional, open parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Additional Parking terms are provided in Section 7.01.4 of the lease."

3. The following, attached documents are added to Exhibit D, Project Infrastructure, and will be incorporated by the Lessor's Architect/Engineer into Design Intent Drawings and Construction Drawings:

- Intrusion Detection System Scope of Work 10.16.12 (6 pages) and MegaCenter Alarm Requirements (17 pages)
- Access Control System Scope of Work 10.16.12 (5 pages)
- Cabling Scope of Work 10.16.12 (6 pages)
- BTU Requirements for LAN Room (1 page)

4. Paragraph 1.07 "DOCUMENTS INCORPORATED BY REFERENCE" is deleted and replaced with the following:

"1.07 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein

DOCUMENT NAME	# OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN	1	B
FMT SECURITY & CONSTRUCTION STANDARDS	4	C
PROJECT INFRASTRUCTURE	37	D
GSA FORM 3517B GENERAL CLAUSES	33	E
GSA FORM 3518, REPRESENTATIONS & CERTIFICATIONS	7	F

A new, attached Exhibit B, Parking Plan, replaces the original Exhibit B."

5. Paragraph 1.03.G, "RENT AND OTHER CONSIDERATION, RESERVED PARKING CONCESSION", is hereby added:

"G. Reserved Parking Concession: As consideration for substituting secure parking spaces with reserved parking spaces, Lessor will provide concession of \$55,000.00 toward Tenant Improvement (TI) costs in addition to concession of the first \$30 per ABOA Sq Ft (per sub-paragraph 1.03.A) bringing the total concession to \$454,960.00 with no reimbursement from the Government.

6. Paragraph 1.08 "TENANT IMPROVEMENT ALLOWANCE" is deleted and replaced with the following:

"Paragraph 1.08 TENANT IMPROVEMENT ALLOWANCE

The Tenant Improvement Allowance for the purpose of this lease is \$47.13 per ABOA sq. ft. The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements (TIs). In addition to the TI Allowance, the Lessor will provide concessions of 1) \$30 per ABOA Sq Ft for the Tenant Improvement costs (\$399,960.00) and 2) \$55,000 for reserve parking in lieu of secure parking (total concession of \$454,960.00) with no reimbursement from the Government. Lessor will also provide a Tenant Improvement Allowance beyond the concessions up to \$47.13 per ABOA office SF (total TI allowance of \$628,337.16) which shall be amortized into the rent payments at a rate of 8% over the 5 year firm term. Any TI cost above the concessions and total TI allowance will be reimbursed by lump-sum payment.'

Government Initials gv Lessor Initials CR

7. Paragraph 7.01. "Additional Provisions", subpart 4) is deleted and replaced with the following:

"4) Reserved parking shall be able to accommodate full size vans and trucks. Lessor is responsible for planning and installing [REDACTED] to monitor reserved parking spaces as a Tenant Improvement cost. The location of the reserved parking area as provided in Exhibit 'B', is subject to change if all parties are in agreement with an alternative location."

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

Government Initials *ju* Lessor Initials *CAK*