

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-09B-02962
ADDRESS OF PREMISES 2435 Polvorosa Drive, San Leandro, CA 94577-2237	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between LBA/CPT Industrial-Company V-A, LLC.

whose address is: 3347 Michelson Drive, Suite 200
Irvine, CA 92612

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 change the Operating Cost and revise the rental rate as stipulated in the lease award.

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

Paragraphs 1.09 and 4 are deleted in their entirety and are replaced with the following:

"1.09 OPERATING COST BASE: At occupancy, the Operating Cost Base was established at \$2.35 per rentable square foot, which includes a fixed rate of \$1.56 for all other operating cost and an estimated Utility cost of \$67,431.00.

Operating Cost is re-established for Year 2, based on actual Utility usage cost of \$15,461.46 during the first year of occupancy. The new Operating Cost is \$1.74 per rentable square feet (this includes the actual Utility cost of \$0.18 plus \$1.56 fixed rate).

Operating Cost will be re-established for Year 3 based on the fixed rate plus actual Utility usage during the second year of occupancy. Actual Utility cost will be escalated annually at 3% beginning Year 4 and averaged over the term of the lease, including firm and non firm term years."

This Lease Amendment contains 2 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: Sтивен R. Briggs
 Title: Authorized Signatory
 Entity Name: LBA/CPT Industrial - Company V-A, LLC.
 Date: 8/19/14

FOR THE GOVERNMENT:

Signature: _____
 Name: Lalaine Flores
 Title: Lease Contracting Officer
 Entity Name: GSA, Public Buildings Service
 Date: 9/04/14

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: Executive Assistant
 Date: 8/19/14

4. RENT: The Government shall pay the Lessor annual rent, to be paid in arrears, as follows:

- For Year 1, the annual rent is \$1,191,131.54 at the rate of \$99,260.96 per month;
- For Year 2, the annual rent is \$1,139,281.54 at the rate of \$94,940.13 per month;
- From Years 3 through 10, the annual rent is \$1,139,281.54 at the rate of \$94,940.13 per month;
- From Years 11 through 15, the annual rent is \$1,156,000.00 at the rate of \$96,333.33 per month;

	Year 1	Year 2	**Years 3-10	Years 11-15
	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent	\$879,750.00	\$879,750.00	\$879,750.00	\$906,950.00
Tenant Improvements rent	\$111,631.54	\$111,631.54	\$111,631.54	\$0.00
Operating Costs per Year	\$199,750.00	\$147,900.00	\$147,900.00	\$249,050.00
Total Annual Rent	\$1,191,131.54	\$1,139,281.54	\$1,139,281.54	\$1,156,000.00

** Operating Cost will be re-established for Year 3 based on the fixed rate plus actual Utility usage during the second year of occupancy. Actual Utility cost will be escalated annually at 3% beginning Year 4 and averaged over the term of the lease, including firm and non firm term years

- Rent for a lesser period shall be prorated. Rent shall be payable to:

LBA/CPT Industrial-Company V-A, LLC.
 P.O. Box 740195
 Los Angeles, CA 90074-0195"

INITIALS: SB & GF
 LESSOR & GOVT