LEASE AMENDMENT No. 1
TO LEASE NO. GS-05P-LIL00300
PDN Number: N/A

THIS AMENDMENT is made and entered into between Evanston LLC

whose address is:

7825 Fay Ave., Suite 340 La Jolla, CA 92037-4272

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease for the Government to occupy the Premises and to pay Shell Rent and Operating Expense Rent until the Tenant Improvements (TIs) are completed and accepted. Upon TI acceptance, a Lease Amendment will be issued establishing the TI amount and amortizing the expense over the remaining Firm Term.

WHEREAS, this lease succeeds GSA Lease #GS-05-LIL16502, which is hereby extinguished immediately prior to the effective date of this lease, November 1, 2017.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **November 1, 2017** as follows:

1. Paragraph 1 on page 1 of the Lease is deleted in its entirety and replaced as follows:

"TO HAVE AND TO HOLD the said premises with their appurtenances beginning November 1, 2017 and continuing through October 31, 2027, subject to termination and renewal rights as may be hereinafter set forth."

2. Lease Section 1.03 RENT AND OTHER CONSIDERATION (OCT 2016) MODIFIED, Subparagraph A shall be temporarily replaced by the following until a Lease Amendment is issued for completion and acceptance of the TIs.

(continued on page 2)

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:
Name:
Name:
Mark Montgomery
Title:
Lease Contracting Officer
GSA, Public Buildings Service
Date:
Date:

Signature:
Name:
N

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

VJessica Guzman

Executive Assistant

12/1/17

The Government shall pay the Lessor annual rent in monthly installments, in arrears, based on the following table "A. for Shell Rent and Operating Expenses only, until the Tenant Improvements are completed and accepted by the Government. Upon acceptance of the Tenant Improvements by the Government, the total of the Tenant Improvements required by the Government will be amortized at 4.0% over the then remaining firm term and the resulting annual amortization shall be paid as Tenant Imrovemment Rent in equal monthly installments for the remaining firm term.

For example, if the Tenant Improvements are completed and accepted in month 6 of the firm term, the actual amount of the Tenant Improvements will be amortized and paid as rent over 6 1/2 years instead of 7 years. Subsequent Lease Amendments will authorize the Tenant Improvements to be completed by the Lessor, and to set the Tenant Improvement rent.

FIRM TERM	Non Firm Term	
ANNUAL RENT	ANNUAL RENT	
\$ 478,363.00	\$0.00	
\$ 495,751.00	\$0.00	
\$ 513,661.00	\$0.00	
\$ 532,108.00	\$0.00	
\$ 551,108.00	\$0.00	
\$ 570,678.00	\$0.00	
\$ 590,835.00	\$0.00	h.
\$0.00	\$ 611,598.00	
\$0.00	\$ 632,983.00	
\$0.00	\$ 655,010.00	
\$ 104,034.00	\$ 104,034.00	
0.00	\$0.00	
\$0.00	\$0.00	
\$ 0 00	\$0.00	,
	· ·	
	· · · · · · · · · · · · · · · · · · ·	
	,	
	ANNUAL RENT \$ 478,363.00 \$ 495,751.00 \$ 513,661.00 \$ 532,108.00 \$ 551,108.00 \$ 570,678.00 \$ 590,835.00 \$ 0.00 \$ 0.00 \$ 104,034.00	ANNUAL RENT ANNUAL RENT \$ 478,363.00 \$0.00 \$ 495,751.00 \$0.00 \$ 513,661.00 \$0.00 \$ 532,108.00 \$0.00 \$ 570,678.00 \$0.00 \$ 590,835.00 \$0.00 \$ 0.00 \$611,598.00 \$ 0.00 \$632,983.00 \$ 0.00 \$655,010.00 \$ 104,034.00 \$104,034.00