

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>2</u>
ADDRESS OF PREMISES 760 Paseo Camarillo Camarillo, California 93010-6002	TO LEASE NO. <u>GS-09P-LCA03053</u> PDN Number: <u>N/A</u>

THIS AMENDMENT is made and entered into between
Camarillo BC Properties, LLC

whose address is: 22144 Clarendon Street, Suite 280
Woodland Hills, California 91367

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 Lessor's address, clarify application of the concession toward Tenant Improvements and/or Rent, and provide lumpsum payment for selected change orders.

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 upon execution by the Government as follows:

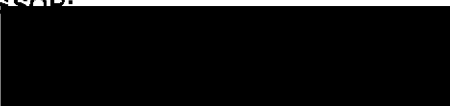
A. Change of Lessor Address

The address of the Lessor's principal place of business is hereby revised to 22144 Clarendon Street, Suite 280, Woodland Hills, California 91367 and the SAM registration attached to Exhibit G, GSA Form 3518, is replaced with the SAM registration attached to this lease amendment.

This Lease Amendment contains 3 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: Frank Campbell
Title: Vice President
Entity Name: _____

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: _____
Date: SEPTEMBER 17, 2014

WITNESSED BY:

Signature: 
Name: _____
Title: _____

B. Use of Rent Concession for Rent or Tenant Improvements

Paragraph 1.19 is hereby added.

"1.19 Concession

Lessor has provided a concession to waive rent during Months 2 through 11 in the amount of \$582,525.00, including shell rent, amortized tenant improvement (TI) costs, operating costs, and amortized building specific security, as shown in Lease Paragraph 1.03. The Government may apply the concession to rent payments and/or to TI cost that exceeds the TI allowance provided in Lease Paragraph 1.08. In the event the Government elects to apply some or all of the concession for TIs, upon completion of TI construction and final space acceptance, the lease will be amended to adjust the number of months that rent is waived."

C. Lumpsum Payment for Selected Change Orders

Prior Notice to Proceed.

From the available TI Allowance of \$1,275,821.74, on May 2, 2014, the Government issued Notice to Proceed (NTP) with TI construction in the amount of \$1,075,498.49 leaving a balance of \$200,323.25 available for Change Orders (COs). Through August 20, 2014, using the available TI allowance of \$200,323.25 and rent concession funds of \$229,558.58, the Government has provided NTP for COs 2-8, 11-15, and 17-19 in the amount of \$429,881.83.

Lumpsum Funds

The tenant agency has provided lumpsum funds for COs. The Government will approve COs 2-15 and 17-19 in the amount of \$666,579.92. The Lessor will be reimbursed for COs 2-15 and 17-19, as follows:

- Lumpsum payment of \$458,270.69 (for the cost of COs 5-15, 18 and 19);
- TI allowance of \$200,323.25; and
- Rent concession of \$7,985.98.

If additional COs are required, funding will be provided from lumpsum and/or rent concession funds.

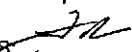
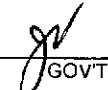
Final Adjustment of Rent/TI Concession & Lumpsum Payment. Following final inspection and acceptance of the Premises, the lease amendment for beneficial occupancy will reconcile Rent/TI concession and lumpsum payments to show final TI costs.

Paragraphs 1.20 and 1.21 are hereby added:

"1.20. Notice to Proceed is issued for Tenant Improvement Change Orders (COs) #5-15, 18 and 19 (copies attached) in the amount of \$458,270.69 (including Lessor fee). The Government approves the following TI construction costs:

CO#	Description	CO Cost	Lessor PM Fee (3%)	Total CO Cost
5	Public Address System	[REDACTED]	[REDACTED]	[REDACTED]
6	Audio Visual System	[REDACTED]	[REDACTED]	[REDACTED]
7	P&I 2" conduit DMARK to data center	[REDACTED]	[REDACTED]	[REDACTED]
8	Glass Doors (#8, 25, 50, 51, 52)	[REDACTED]	[REDACTED]	[REDACTED]
9	10 Digital Displays	[REDACTED]	[REDACTED]	[REDACTED]
10	10 Video Teleconference Systems	[REDACTED]	[REDACTED]	[REDACTED]
11	Pre-action Fire Suppression System for Data Center	[REDACTED]	[REDACTED]	[REDACTED]
12	Dry Fire Suppression system for Data Center	[REDACTED]	[REDACTED]	[REDACTED]
13	Additional 2" and 1" Conduits to Data Center	[REDACTED]	[REDACTED]	[REDACTED]
14	Additional 3-ton Supplemental HVAC Unit for Data Center	[REDACTED]	[REDACTED]	[REDACTED]
15	Building HVAC Register for Data Center	[REDACTED]	[REDACTED]	[REDACTED]
18	P&I Fire Life Safety Conduit & Cable	[REDACTED]	[REDACTED]	[REDACTED]
19	Adjust microwave cabinets, install carpet in Room 103, relocate VTC monitor, install longer CAT6 cables for systems furniture	[REDACTED]	[REDACTED]	[REDACTED]
Total Cost for COs 5-15, 18 & 19				\$458,270.69

Except for COs # 9 & 10, TI construction will be completed by September 26, 2014. TI construction for COs #9 & 10 will be completed by October 24, 2014. The Lessor hereby waives restoration as a result of all improvements."

INITIALS:  LESSOR &  GOVT

“1.21. INVOICE FOR LUMP-SUM PAYMENT. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. Lessor shall contact the GSA Contracting Officer for the “PS Number”, which must be annotated on the invoice. The Original Invoice, in the amount not to exceed **\$458,270.69** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively, the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA, Real Estate Division – Los Angeles
Attention: James Valk
300 N Los Angeles Street, Suite 4100
Los Angeles, CA 90012
Phone: 213 894 0550
Email: james.valk@gsa.gov

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
- The invoice will reference GSA PS # (to be provided by GSA upon completion of COs)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contact is made must sign it.


The Lessor hereby waives restoration as a result of all improvements.”

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

INITIALS:


LESSOR

&


GOV'T