

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09P-LCA03389
ADDRESS OF PREMISES: 800 EAST COLORADO BLVD, PASADENA, CA-91101-2103 (AT PASADENA TOWERS TOWER 1)	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **CPUS Pasadena LP, a Delaware Limited Partnership**

Whose address is:

515 S. Flower Street, Suite 3100  
Los Angeles, CA 90071-2233

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: incorporate revised rentable/usable rate from space re-measurement; increase the rentable and usable square footage; update rents based on increased square footage; remove Building Specific Security Costs for shatter resistant window film; replace the floor plan Exhibit A; replace Security Attachment Exhibit C and provide additional agency Tenant Improvement (TI) requirements.

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 on the date executed by the Government, as follows:

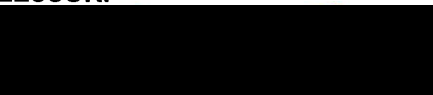
GSA Form L201C, Lease GS-09P-LCA03389 Lease paragraphs 1.01, 1.03, and 1.04, 1.07, 1.13, 1.15, and 7.03 are deleted in their entirety and the following substituted therefore:


This Lease Amendment contains four (4) 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:**

**FOR THE GOVERNMENT:**

Signature:   
Name: Anthony Eker  
Title: Vice President  
Entity Name: CPUS Pasadena LP  
A Delaware Limited Liability Company

Signature:   
Name: James Valk  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: February 28, 2018

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Maggie Haines  
Title: EA

**1.01 THE PREMISES (JUN 2012)**

The Government shall use the Leased Premises for office and related purposes.

The Premises are described as follows:

- A. **Office and Related Space:** 20,707 rentable square feet (RSF), yielding 16,555 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 5th floor and known as Suite 500 of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A-1.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 25.080036 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. Use. The Government shall use the Leased Premises for office and related purposes.

**1.03 RENT AND OTHER CONSIDERATION**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YRS 1-5, FIRM TERM	YRS 6-10, FIRM TERM	YRS 11-15, NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$816,684.08	\$982,340.08	\$1,119,834.56
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$184,913.51	\$184,913.51	\$184,913.51
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,001,597.59</b>	<b>\$1,167,253.59</b>	<b>\$1,304,748.07</b>

<sup>1</sup>Shell rent calculation:

- (Firm Term years 1-5) \$39.44 per RSF multiplied by 20,707 RSF
- (Firm Term years 6-10) \$47.44 per RSF multiplied by 20,707 RSF
- (Non Firm Term, Years 11-15) \$54.08 per RSF multiplied by 20,707 RSF

<sup>2</sup>The Tenant Improvement Concession of \$53,283,600 per ABOA SF based on 16,555 ABOA (\$882,110.00) replaces the TI allowance. Lessor also provides an additional rent concession of \$2.00/ RSF based on 20,707 RSF (\$41,414.00) is provided by the Lessor. The total TI Concession of \$923,524.00 may be applied to either TI design and construction or applied as a rent credit.

<sup>3</sup>Operating Costs rent calculation: \$8.93 per RSF multiplied by 20,707 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) is deleted.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 16,555 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. INTENTIONALLY DELETED.
- D. INTENTIONALLY DELETED.
- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's account on the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.
- G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- 1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

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2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

Following completion of TI construction and acceptance, the balance of TI Concession will be determined and applied as free rent per Par. 7.03.

A. **DTZ Americas Inc. D/B/A CUSHMAN & WAKEFIELD U.S. INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission was [REDACTED] and was earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Following lease award, partial commission of [REDACTED] was paid to Cushman & Wakefield US Inc. Only [REDACTED] of the Commission will be payable to DTZ Americas Inc. D/B/A CUSHMAN & WAKEFIELD U.S. Inc. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **\$83,466.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment **\$83,466.47** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration," And will be established at space acceptance.

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

The following documents are attached to and made part of the Lease.  
 Replaced Documents include: Exhibit A-1 Floor Plan and Exhibit C-Security Requirements Level 2 (to remove Shatter film).  
 Additional Documents for Tenant Improvements include: Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, Exhibit B-5.  
 Exhibit D – Security Unit Price List was deleted.  
 Exhibit H- GSA Form 3518-SAM- Page number was corrected to "3".

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) UPDATED 12-2017	1	A-1
PARKING PLAN(S)	1	A-2
AGENCY SPECIAL SPACE REQUIREMENTS	42	B
UPDATED AGENCY TECHNICAL DESIGN GUIDE	44	B-1
AGENCY ELECTRONIC SECURITY SYSTEM STATEMENT OF WORK	16	B-2
AGENCY HEARING ROOM BENCH DESIGN ELEVATIONS	2	B-3
AGENCY SOUND TRANSMISSION COEFFICIENT SPECIFICATION	2	B-4
AGENCY HEARING ROOM RAISED FLOOR SPECIFICATIONS	10	B-5
UPDATED SECURITY REQUIREMENTS	6	C
GSA FORM 3517B (06/16) GENERAL CLAUSES	15	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	3	H

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**1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **4.314210** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **20,707 RSF** by the total Building space of **479,972 RSF**.

**1.15 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$8.93** per RSF (\$184,913.51/annum).

**7.03 REPLACED PARAGRAPHS IN LEASE**

The following paragraphs were deleted in the body of the lease and replaced here below:

**1.08 TENANT IMPROVEMENTS**

The Tenant Improvement Concession (TIC) for purposes of this Lease is **\$53.283600 per ABOA SF (\$882,110.00)** plus **\$2.00 per RSF (\$41,414.00)** for a total of **\$923,524.00**. The TIC is the amount that the Lessor shall make available for the Government to be used for TIs. In the event that TI cost is less than TIC, the balance will be applied as a credit to shell rent during the beginning months of the Lease.

**4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)**

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment. The following paragraph is added in Section 7.04, PARAGRAPHS ADDED TO LEASE:

**DELETE SHATTER RESISTANT WINDOW FILM**

The Government has determined that installation of shatter resistant window film is not required. Exhibit C, Security Requirements Level 2, is revised to remove the requirement to install shatter resistant window film resulting in BSAC cost of \$0.00 as shown in Par. 1.03, Rent and Other Consideration.

INITIALS:  &   
LESSOR GOV'T