

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	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: adjust building improvement items and Tenant Improvement (TI) concession; commence rent ; and revise schedule for TI design, pricing, construction and acceptance.

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 page 1- Lease Term and Lease paragraphs 1.03 (Footnote 2 only), 1.04, 1.19 and 7.03 are deleted in their entirety and the following substituted therefore:

“LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon April 1, 2018, and continuing through March 31, 2033, as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

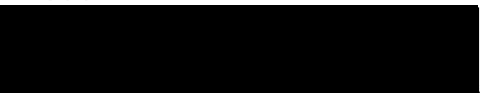
Following receipt of Government prepared Design Intent Drawings (DIDs) and coordination meeting with the Lessor, TI design, pricing, notice to proceed, construction and acceptance to be performed per the schedule in Lease Section 4.

This Lease Amendment contains two (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: Anthony Ecker
Title: Vice President
Entity Name: CPUS Pasadena LP, a Delaware limited partnership

FOR THE GOVERNMENT:

Signature: 
Name: James Valk Veronica Montoya
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 4/4/2018

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Andrea Ozaeta
Title: Executive Assistant

The commencement date of this Lease shall be **April 1, 2018**. Any applicable termination and renewal rights shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government."

1.03 RENT AND OTHER CONSIDERATION

Table Footnote #2 is replaced with the following: "The total TI Concession of \$973,524.00 (from Par. 1.08 in Section 7) may be applied to either TI design and construction or applied as a rent credit.

"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 X after acceptance of TIs and any months of free rent from TI Concession, Rental Payment **\$83,466.47** minus prorated Commission Credit of [redacted] equals [redacted] adjusted X Month's Rent.*

Month X+1 after acceptance of TIs and months of free rent from TI Concession, Rental Payment **\$83,466.47** minus prorated Commission Credit of [redacted] equals [redacted] adjusted X+1 Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."
" Payment of commission credit will be applied until TIs are completed and accepted.

"1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. **Intentionally Deleted**
- B. [redacted]
- C. [redacted]

"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)** plus, after space expansion eliminated installation of demising walls and splitting systems, and additional **\$50,000.00** credit was added to the TI concession for a total of **\$973,524.00**. 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."

INITIALS:  LESSOR &  GOVT