

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09P-LCA00165
ADDRESS OF PREMISES One Westwood 10990 Wilshire Boulevard Los Angeles, CA 90025	

THIS AMENDMENT is made and entered into between Douglas Emmett 2013, LLC

whose address is: 808 Wilshire Boulevard, Santa Monica, CA90401
 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is to establish the Lease Term Commencement Date, establish the measured ANSI/BOMA Office Area (ABOA) square feet; incorporate the revised Design Intent Drawing; revise the annual rent, the broker commission and commission credit, and the base operating costs; and to revise and clarify certain data and special 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 September 16, 2017, as follows:

I. The Lease Term subparagraph on the front page of this Lease (GSA Form L100) is deleted beginning with "LEASE TERM," and continuing through "...acceptance of Space by the Government," and replaced with the following:

LEASE TERM

To Have and to Hold the said Premises with its appurtenances for the term beginning [REDACTED] and continuing through [REDACTED] subject to termination rights as may be hereinafter set forth.

II. Paragraph 1.01 The Premises (SEP 2015), subparagraph A is deleted in its entirety and replaced with the following:

A. Office and Related Space: 8,258 rentable square feet (RSF), yielding 6,797 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the fourth (4th) floor and known as Suite 400, of the Building, as depicted on the floor plan attached hereto as Exhibit B.

This Lease Amendment contains 3 pages, plus Exhibit B.

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: *By: Douglas Emmett Management, Inc.
 a Delaware corporation
 its Manager*

FOR THE GOVERNMENT:
 [REDACTED]

Signature: [REDACTED]
 Name: Andr Goodman
 Title: SVP, leasing
 Entity Name: Douglas Emmett 2013, LLC
 Date: 11/17/17

Signature: [REDACTED]
 Name: Linda Luong
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 11/17/2017

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: John Sharkey
 Title: Manager, Legal Leasing Services
 Date: November 17, 2017

III. Paragraph 1.03 RENT AND OTHER CONSIDERATION (SEP 2015), subparagraph A is hereby deleted in its entirety and replaced with the following:

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

Year	Months	Shell	Operating Costs	Tenant Improvements Rent	BSAC Rent	Parking	Annual Rent Payable
1*	9/16/17 to 9/15/18	\$ 323,122.90	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 493,839.35
2**	9/16/18 to 9/15/19	\$ 336,047.81	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 508,764.26
3***	9/16/19 to 9/15/20	\$ 349,489.72	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 520,206.17
4****	9/16/20 to 9/15/21	\$ 363,469.31	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 534,185.76
5*****	9/16/21 to 9/15/22	\$ 378,008.08	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 548,724.53
6	9/16/22 to 9/15/23	\$ 393,128.50	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 563,844.95
7	9/16/23 to 9/15/24	\$ 408,853.25	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 579,589.70
8	9/16/24 to 9/15/25	\$ 425,207.69	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 595,924.14
9	9/16/25 to 9/15/26	\$ 442,218.00	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 612,932.45
10	9/16/26 to 9/15/27	\$ 459,904.64	\$ 73,261.00	\$ 49,942.75	\$ 772.70	\$ 46,740.00	\$ 630,621.09

* Monthly Rent for Month 2 is \$3,895.00 (parking only)
 ** Monthly Rent for Month 13 is \$3,895.00 (parking only)
 *** Monthly Rent for Month 25 is \$3,895.00 (parking only)
 **** Monthly Rent for Month 37 is \$3,895.00 (parking only)
 ***** Monthly Rent for Month 49 is \$3,895.00 (parking only)

¹ Shell rent calculation:
 (Firm Term) Yearly rates per RSF multiplied by 8,258 RSF
 1 \$39,128,469.00
 2 \$40,693,608.00
 3 \$42,321,352.00
 4 \$44,014,206.00
 5 \$45,774,740.00
 6 \$47,605,765.00
 7 \$49,509,960.00
 8 \$51,490,396.00
 9 \$53,550,012.00
 10 \$55,692,012.00

² Tenant Improvements of \$374,876.29 are amortized at a rate of six percent (6%) per annum over ten (10) years yielding \$6.05 per RSF

³ Operating Costs rent calculation: \$8.871519 per RSF multiplied by 8,258 RSF

⁴ Building Specific Amortized Capital (BSAC) of \$5,800.00 are amortized at a rate of six percent (6%) per annum over 10 years yielding \$0.09 per RSF

⁵ Parking costs are described under subparagraph I below

IV. Lease Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015) is hereby deleted in its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

Carpenter/Robbins Commercial Real Estate, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Carpenter/Robbins Commercial Real Estate, 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.

A. 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:

- B. Month 1 Rental Payment \$41,153.28 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*
 Month 2 is free rent, except for Parking; therefore [REDACTED] equals adjusted 2nd Month's Rent.
 Month 3 Rental Payment \$41,153.28 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

V. Lease Paragraph 1.14 OPERATING COST BASE (SEP 2013) is hereby deleted in its entirety and replaced with the following:

1.14 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 \$8.871519 per RSF (\$73,261.00 per annum).

INITIALS:  & 
 LESSOR & GOV'T

VI. Lease Paragraph 5.17 DATA DISTRIBUTION (JUN 2012) contains an inconsistency regarding the responsible party to provide cable. The fourth sentence of this paragraph is hereby amended to read, "When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Lessor-provided cable coming into contact with suspended ceilings or sprinkler piping."

INITIALS:


LESSOR

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GOV'T