

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>1</u>
	TO LEASE NO. <u>GS-090-LCA03053</u>
ADDRESS OF PREMISES 760 Paseo Camarillo Camarillo, California 93010-6002	PDN Number: <u>N/A</u>

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

whose address is: **6080 Center Drive, Suite 200
 Los Angeles, California 90045-1553**

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 increase the premises and parking prior to occupancy and to adjust rent and other consideration, commission and commission credit, percentage of occupancy, and tax base.

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:


Paragraph 1.12 is hereby deleted in its entirety.

Paragraphs 1.01, 1.02A, 1.03A, 1.03B, 1.04, 1.11, 1.13, and Exhibit "A" are hereby deleted in their entirety and the following substituted therefore:

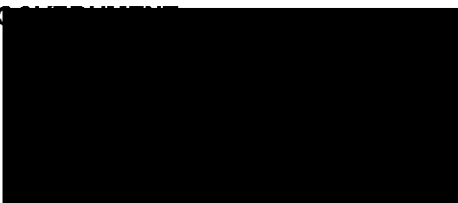
This Lease Amendment contains 5 pages.

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: GSA, Public Buildings Service
 Date: October 17, 2013

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Perla Robinson
 Title: Market Lease Analyst

"1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. **Office and Related Space:** 25,890 rentable square feet (RSF), yielding 23,116 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first and second floors and known as Suite(s) 102, a portion of the first floor, and 200, the entire second floor, of the Building, as depicted on the floor plans attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 12.000346 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."

"1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. **Parking:** As depicted on the plan attached hereto as Exhibit B, 104 parking spaces are provided of which 5 shall be reserved/surface parking spaces, and 99 shall be unreserved surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

"1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

MONTH	SHELL RENT ¹	AMORTIZED TENANT IMPROVEMENT COSTS ²	OPERATING COSTS ³	BUILDING SPECIFIC SECURITY ⁴	TOTAL RENT (\$/RSF/YR)	TOTAL ANNUAL RENT	MONTHLY RENT ⁵
1	\$369,864.80	\$177,760.47	\$149,126.40	\$2,278.33	\$27.00	\$699,030.00	\$58,252.50
2-11 ⁵	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12-60	\$369,864.54	\$177,760.47	\$149,126.40	\$2,278.33	\$27.00	\$699,030.00	\$58,252.50
61-120	\$447,534.80	\$177,760.47	\$149,126.40	\$2,278.33	\$30.00	\$776,700.00	\$64,725.00
121-180	\$627,573.60	\$0.00	\$149,126.40	\$0.00	\$30.00	\$776,700.00	\$64,725.00

¹Shell rent calculation: Years 1-5, \$14.286 per RSF multiplied by 25,890 RSF; Years 6-10, \$17.28597 per RSF multiplied by 25,890 RSF; Years 11-15, \$24.24 per RSF multiplied by 25,890 RSF

²The Tenant Improvement Allowance of \$55.19215 is amortized at annual interest rate of 7.00 percent per annum over 10 years, subject to Par. 1.09 of this Lease.

³Operating Costs rent calculation: \$5.76 per RSF multiplied by 25,890 RSF. Operating Costs adjust annually per CPI per Section 2.09.

⁴Building Specific Security Costs of \$16,352.00 for shatter-resistant window film are amortized at annual interest rate of 7.00 percent per annum over 10 years

⁵Total Monthly Rent will be waived for Month 2 through Month 11 (ten months). This includes Shell Rent, Amortized Tenant Improvements, Operating Costs, and Amortized Building Specific Security.

⁶Monthly Rent does not reflect Commission Credit per Section 1.04 per this lease."

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 23,116 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517B."

INITIALS:

JM
LESSOR

&

JG
GOVT

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. (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 [REDACTED] 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 twelfth month of the rental payments and continue through the fifteenth month as indicated in this schedule for adjusted Monthly Rent:

Month 12 Rental Payment \$58,252.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 12th Month's Rent.*

Month 13 Rental Payment \$58,252.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 13th Month's Rent.*

Month 14 Rental Payment \$58,252.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 14th Month's Rent.*

Month 15 Rental Payment \$58,252.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 15th Month's Rent.*

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

"1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Amendment #1 Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 16.8379 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 25,890 RSF by the total building space in 760 Paseo Camarillo and 751 Daily Drive of 153,760 RSF."

"1.13 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.76 per RSF (\$149,126.40/annum).

Revised Exhibit "A", Floor Plans are attached on Pages 4 and 5 of this amendment.

For purposes of Section 1938 of the California Civil Code, the Lessor hereby discloses to the Government, and the Government hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). Nothing in this provision is intended to relieve the Lessor from its obligations of the parties under this lease.

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

INITIALS:

Fre
LESSOR

&

[Signature]
GOVT