

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 3</b>  <b>TO LEASE NO. GS-09P-LCA03393</b>
<b>ADDRESS OF PREMISES</b> Sierra Building 456 San Fernando Mission Blvd. San Fernando, CA 91340	<b>PDN Number:</b>

**THIS AMENDMENT** is made and entered into between

**RTSP PROPERTIES, LLC**

whose address is: **12611 SAN VICENTE BLVD, LOS ANGELES, CA 90046**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease establish beneficial occupancy, and to Issue a Notice to Proceed (NTP) for Change Orders 18, 24 and 25.

**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 of the Government, as follows:

Accordingly, "**Lease Term**" and Paragraphs 1.03(A), 1.04, and 1.05 are hereby deleted in their entirety and replaced with the following paragraphs:

**CONTINUED ON PAGE 2**

This Lease Amendment contains 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:**

Signature: [REDACTED]

Name: Peter C. Ver Halen

Title: Sole Member

Entity Name: RTSP Properties, LLC

Date: 3/13/18

**FOR THE GOVERNMENT:**

Signature: [REDACTED]

Name: Rocio Cabraja

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 3/13/18

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]

Name: SANDRA ROMANO

Title: \_\_\_\_\_

Date: 3-13-18

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning March 1, 2018 through February 28, 2033 (10 Years Firm), subject to termination rights and renewal rights as may be hereinafter set forth.

**1.03 RENT AND OTHER CONSIDERATIONS**

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

	3/1/18 – 2/28/23	3/1/23 – 2/29/28	3/1/28 – 2/28/33
	Annual Rent	Annual Rent	Annual Rent
Shell Rent <sup>1</sup>	\$198,019.56	\$218,827.62	\$241,541.18
Tenant Improvements rent <sup>2</sup>	\$50,350.87	\$50,350.87	\$0.00
Operating Costs <sup>3</sup>	\$72,104.12	\$72,104.12	\$72,104.12
Building Specific Amortized Capital (BSAC) <sup>4</sup>	\$651.29	\$651.29	\$0.00
<b>Total Annual Rent</b>	<b>\$321,125.84</b>	<b>\$341,933.90</b>	<b>\$313,645.30</b>

<sup>1</sup>Shell rent calculation

(Firm Term) Years 1 – 5, \$25.98 per RSF multiplied by 7,622 RSF.

(Firm Term) Years 6 – 10, \$28.71 per RSF multiplied by 7,622 RSF.

(Non Firm Term) Years 11 – 15, \$31.69 per RSF multiplied by 7,622 RSF.

<sup>2</sup>The Tenant Improvement Allowance of \$53.283600 per ABOA SF is amortized at a rate of 5.5 percent per annum over the 10 year firm term.

<sup>3</sup>Operating Costs rent calculation: \$9.48 per RSF multiplied by 7,622 RSF; will be subject to annual adjustment per Par. 2.09.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$5,001.00 are amortized at a rate of 5.5 percent per annum over the 10 year firm term.


**1.04 Broker Commission and Commission Credit (JUN 2012)**

A. **Cushman and Wakefield** (Broker) is the authorized real estate Broker representing GSA in connection with the 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 **Cushman and Wakefield** 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 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 **\$26,760.49** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent

Month 1 Rental Payment **\$26,760.49** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent

INITIALS:  LESSOR

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**1.05 TERMINATION RIGHTS**

The Government may terminate this Lease, in whole or in part, at any time effective after **February 29, 2028**, by providing not less than **60 days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

Paragraph 7.04 is hereby added to the Lease.

**7.04. NOTICE TO PROCEED FOR CHANGE ORDERS**

A. Following a Government review of the submitted Tenant Improvement (TI) change orders cost outlined in the Change Order Log below. The Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed for the construction of these TIs is hereby issued at a total cost not to exceed [REDACTED], pricing includes all costs for labor, materials, fees, overhead, profit, A/E Fees and any other costs required to complete this work.

CHANGE ORDER	DESCRIPTION	AMOUNT
CO 18	Replace all ceiling registers and worked needed to increase the air flow in the women's staff restroom.	[REDACTED]
CO 24	Add can lights in soffit area, install 5 new 2x2 LED lights to modular area, Install 2 additional 1x4 LED lights to two restrooms, Add dedicated circuit for fridge in break room, demo data and receptacle outside breakroom, see CO for more detail	[REDACTED]
CO 25	Digital Technologies: Furnish and install (6) Data locations at cubicle #7 & 3 Copier Locations along with the additional TV locations. 2. Furnish and install (6) Faceplates. 3. Furnish and install (6) Cat6 Data Jacks.	[REDACTED]
TOTAL		[REDACTED]

The total amount of \$17,338.08 will be paid in a onetime lump sum payment to the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Officer or designated representative.

Invoice(s) shall be submitted to the Greater Southwest Finance Center (with a copy to the Leaser Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Additional assistance is available from the Finance Customer Service Line at 817-978-2408. Lessors who are unable to process the invoices electronically may mail the invoices to the following address:

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

Alternatively, the Lessor may submit the invoice electronically, via GSA Finance website at [www.finance.gsa.gov](http://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: Louie Silva  
300 N Los Angeles Street, Suite 4300  
Los Angeles, CA 90012  
Phone: 213-894-0550  
Email: [Louie.silva@gsa.gov](mailto:Louie.silva@gsa.gov)

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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
- Annotation of GSA PS Number

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

**ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.**

INITIALS:  &   
LESSOR GOVT