

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>1</u> TO LEASE NO. <u>GS-09P-LCA03393</u>
ADDRESS OF PREMISES: Sierra Building 456 San Fernando Mission Blvd. San Fernando, CA 91340	PDN Number: <u>N/A</u>

**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 to issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

**A. NOTICE TO PROCEED**

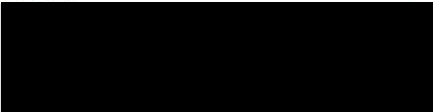
Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein in Exhibit A, Tenant Improvement Costs, at a total TI / BSAC cost not to exceed **\$691,850.53**, inclusive of all management, permit, and architectural fees.

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

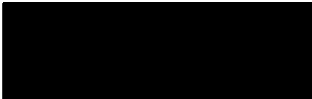
This Lease Amendment contains 3 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:   
 Name: Peter C Ver Halen  
 Title: Sole Member  
 Entity Name: RTSP PROPERTIES, LLC

**FOR THE GOVERNMENT:**

Signature:   
 Name: James Valk  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: SEP 18 2017

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Sandra Kay Romero  
 Title: \_\_\_\_\_

**B. LUMP SUM PAYMENT**

1. The total cost for Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC) in the amount of **\$691,850.53** exceeds the TI / BSAC allowance of **\$391,626.80**, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of **\$300,223.73**. The Lessor shall construct all Tenant Improvements in accordance with Lease GS-09P-LCA03393. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$300,223.73** pursuant to Paragraph B.2, herein. The successful completion of the items as outlined in the attached exhibit will constitute "substantial completion" for rental commencement purposes. The Lessor hereby waives restoration as a result of all improvements.
2. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$300,223.73** shall be submitted to:

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

Alternatively the Lessor may submit the Invoice electronically, via the 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: James Valk  
 300 N Los Angeles Street, Suite 4300  
 Los Angeles, CA 90012  
 Phone: 213 894 0550  
 Email: james.valk@gsa.gov

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 (will be sent after Government executes this Supplemental Lease Agreement)

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 force and effect.**

INITIALS:

  
 LESSOR

&

  
 GOV'T