GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 05 TO LEASE NO. GS-09P-LCA03405
ADDRESS OF PREMISES 171 East Compton Boulevard Compton, CA 90220-2140	PDN Number

THIS AMENDMENT is made and entered into between **COMPTON COMMERCIAL RENAISSANCE PLAZA, LLC**

whose address is: **3800 S. CRENSHAW BOULEVARD**
LOS ANGELES, CA 90008

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 formally issue Notice to Proceed (NTP) for change order 10, to accepted the completed Tenant Improvement & Building Specific Improvements and establish annual rent.

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:

Paragraphs 1.03, 1.04 and 7.05 are hereby deleted and replaced with the following:

This Lease Amendment contains 04 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: LONNIE R BUNKER V
Title: MANAGING MEMBER
Entity Name: Compton Commercial Renaissance Plaza, LLC
Date: 11/29/18

FOR THE GOVERNMENT:

Signature [redacted]
Name: Rocio Carbajal
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: December 20, 2018

WITNESSED FOR THE LESSOR BY:
Signature: [redacted]
Name: Yoshiko Plata
Title: CFO
Date: 11/26/18

1.03 RENT AND OTHER CONSIDERATION

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

	10/01/2016 – 10/31/2018 (FIRM TERM)	11/01/2018 – 11/30/2018 (FIRM TERM)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$244,099.24	$0.00
TENANT IMPROVEMENTS RENT[2]	$0.00	$0.00
OPERATING COSTS[3]	$ 64,540.80	$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]	$0.00	$0.00
TOTAL ANNUAL RENT	**$308,640.04**	**$0.00[5]**

[1]Shell rent calculation:
(Firm Term) **$28.2522** per RSF multiplied by **8,640** RSF
(Non Firm Term) **$31.64** per RSF multiplied by **8,640** RSF
[2]The Tenant Improvement Allowance is **$383,616.00. Total Tenant Improvement** will be amortized at a rate of **4.5** percent per annum effective upon acceptance Tenant Improvements through 9/30/2026.
[3]Operating Costs rent calculation: **$7.47** per RSF multiplied by **8,640** RSF
[4]Building Specific Amortized Capital (BSAC) is **$103,230.25. BSAC will be** amortized at a rate of **4.5** percent effective upon acceptance of BSAC through 9/30/2026.
[5] One (1) month's rent is free (inclusive of shell rent, operating rent, TI and BSAC) will be effective upon acceptance of TI and BSAC.

	12/01/2018 – 09/30/2026 (FIRM TERM)	10/01/2026 – 09/30/2031 (NON-FIRM TERM)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$244,099.24	$273,369.60
TENANT IMPROVEMENTS RENT[2]	$57,689.37	$0.00
OPERATING COSTS[3]	$ 64,540.80	$ 64,540.80
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]	$15,524.09	$0.00
TOTAL ANNUAL RENT	**$381,853.50**	**$337,910.40**

[1]Shell rent calculation:
(Firm Term) **$28.2522** per RSF multiplied by **8,640** RSF
(Non Firm Term) **$31.64** per RSF multiplied by **8,640** RSF
[2]The Tenant Improvement Allowance is **$383,616.00. Total Tenant Improvement** will be amortized at a rate of **4.5** percent per annum effective upon acceptance Tenant Improvements through 9/30/2026.
[3]Operating Costs rent calculation: **$7.47** per RSF multiplied by **8,640** RSF excludes CPI adjustments
[4]Building Specific Amortized Capital (BSAC) is **$103,230.25. BSAC will be** amortized at a rate of **4.5** percent effective upon acceptance of BSAC through 9/30/2026.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **8,640** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

INITIALS: _____ LESSOR & _____ GOV'T

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **DTZ AMERICAS, 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 Lessor and Broker. Only [redacted] of the Commission will be payable to **DTZ AMERICAS, 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:

December 2018 Rental Payment **$31,821.12** minus prorated Commission Credit of [redacted] equals [redacted] adjusted December 2018 Rent.*

January 2019 Rental Payment **$31,821.12** minus prorated Commission Credit of [redacted] equals [redacted] adjusted January 2019 Rent.*

February 2019 Rental Payment **$31,821.12** minus prorated Commission Credit of [redacted] equals [redacted] adjusted February 2019 Rent.*

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

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INITIALS: _____ & _____
LESSOR GOV'T

7.05 NOTICE TO PROCEED FOR CHANGE ORDERS

A. This Lease Amendment (LA) shall serve as the Lessor's NTP for Change Orders as outlined in the table below and on the referenced exhibits. The Government reviewed the Lessor's Change Order Tenant Improvement (TI) pricing as outlined in the table below and has determined it to be fair and reasonable. Said Not to Exceed pricing includes all costs for labor, materials, fees, overhead, profit, A/E Fees and any other costs required to complete this work. This work will be paid to the Lessor via a lump sum payment inclusive of all fees, in the amount outlined in the below table, upon acceptance of the improvements by the Government. Lump sum payment procedure is outlined in Lease Amendment 02 paragraph 7.04.

B.

CHANGE ORDER	Description	Amount
10	SSTV Mount & Power	[redacted]
11	Virtual Security System Desktop	
12	Additional Data Drops	
13	Window Shades	
	Not to Exceed Total Change Orders approved for LA 05	
	Lump Sum for LA 04	
	Lump Sum for LA 03	
	Lump Sum for LA 02	
	Total Lump Sum	

C. Total lump sum payment for **Lease Amendment 05 is** [redacted]

INITIALS: _____ & _____
LESSOR GOV'T