GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	LEASE NO. GS-09P-LCA00251
LEASE AMENDMENT	
ADDRESS OF PREMISES	PDN Number: N/A
Gateway Plaza North	
25350 Magic Mountain Parkway	
Santa Clarita, CA 91355-1112	

THIS AGREEMENT, made and entered into this date by and between Tourney Road Investments, LLC

whose address is:

4605 Lankershim Boulevard, Ste 707

North Hollywood, CA 91602-1878

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 accept and commence payment of tenant improvements.

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:

Accordingly, LEASE TERM paragraph and Paragraphs 1.03 subsection A, 1.04 and 1.05 are hereby deleted in their entirety and replaced below.

## **LEASE TERM**

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

(CONTINUED ON NEXT PAGE)

This Lease Amendment contains pages.

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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.

Signature:
Name: CHOMAS VOL VENTRE
Title: WANDAGO TITLE: Lease Contracting Officer
Entity Name: Town WV (CC Date: 5/31/20/8

WITNESSED FOR THE LESSOR BY:

Signature:
Name: Aretchen Goldhammer
Title: Office Manager
Date: 5129118

## 1.03 **RENT AND OTHER CONSIDERATION (SEP 2015)**

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

Γ	FIRM TERM	FIRM TERM	Non-Firm Term
7			
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$229,017.60	\$229,017.60	\$264,391.68
TENANT IMPROVEMENTS RENT	\$0.00	\$11,714.12	\$0.00
OPERATING COSTS <sup>3</sup>	\$24,299.52	\$24,299.52	\$24,299.52
TOTAL ANNUAL RENT	\$253,317.12	\$265,031.24	\$288,691.20

Shell rent calculation:

(Firm Term) \$42.60 per RSF multiplied by 5,376 RSF

(Non-Firm Term) \$49.18 per RSF multiplied by 5,376 RSF <sup>2</sup>Tenant improvement in the amount of \$42,777.78 are amortized into the rent at a rate of 8 percent per annum beginning on May 10, 2018 through August 26,

2022.

Operating Costs rent calculation: \$4.52 per RSF multiplied by 5,376 RSF

## 1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

DTZ AMERICAS, INC. d/b/a Cushman & Wakefield U.S., Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only Commission will be payable to DTZ AMERICAS, INC. d/b/a Cushman & Wakefield U.S., Inc. with the remaining 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.

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 shall rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

July 10, 2018 Rental Payment \$22,085,94 minus Commission Credit of equals adjusted Rent.

## 1.05 **TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after August 26, 2022, by providing not less than 90 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.

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

Lease Amendment Form 07/12

<sup>17</sup>wo (2) months of free rent (totaling \$44,171.87), applying to all components of the rent, shall commence May 10, 2018.