

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 1  TO LEASE NO. GS-09P-LCA03420
ADDRESS OF PREMISES  12429 Avalon Boulevard Los Angeles, CA 90061-2709	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **AVALON PLAZA, LLC**

whose address is: 3001 BEVERLY GLEN CIRCLE  
LOS ANGELES, CA 90077

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 establish beneficial occupancy.

**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:

Accordingly, paragraph "LEASE TERM", 1.03(A), 1.04, 1.05, 1.08, 1.15 and 6.05(G) are deleted in their entirety and replaced with the following:

**LEASE TERM**

To Have and To Hold the said Premises with it appurtenances for the term beginning on [REDACTED] and continuing through [REDACTED] subject to termination as may be hereinafter set forth.

This Lease Amendment contains 3 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: JOSEPH SHADIN  
Title: MANAGING MEMBER  
Entity Name: AVALON PLAZA, LLC  
Date: 1-26-2017

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: Brandy Ocker  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 01/27/2017

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: Kimberly Mitchell  
Title: self  
Date: 1/26/17



**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:

	(FIRM TERM)	(NON-FIRM TERM)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$336,865.20	\$422,164.40
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$96,961.20	\$96,961.20
<b>TOTAL ANNUAL RENT</b>	<b>\$433,826.40</b>	<b>\$519,125.60</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$20.22 per RSF multiplied by 16,660 RSF

(Non-Firm Term) \$25.34 per RSF multiplied by 16,660 RSF

<sup>2</sup>The Tenant Improvement Allowance is \$0.00.

<sup>3</sup>Operating Costs rent calculation: \$5.82 per RSF multiplied by 16,660 RSF

**1.04 BROKER COMMISSION AND COMMISSION CREDIT**

A. **JONES LANG LASALLE** (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 of which [REDACTED] has already been paid leaving a balance of [REDACTED] will be payable to **JONES LANG LASALLE** 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:

Month 1 Rental Payment \$36,152.20 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$36,152.20 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

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

**1.05 TERMINATION RIGHTS**

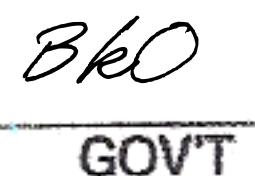
The Government may terminate this Lease, in whole or in part, at any time effective after January 10, 2022, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rent shall accrue after the effective date of termination.

**1.08 ~~TENANT IMPROVEMENT ALLOWANCE (AUG-2011)~~ – INTENTIONALLY DELETED**

INITIALS:


  
LESSOR

&amp;


  
GOV'T



**1.15 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.82 per RSF (\$96,961.20/annum).

**6.05 HEATING AND AIR CONDITIONING (SEP 2014)**

- G. 200 ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as 20,000 BTU per hour. The temperature of this room shall be maintained at 68-78 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

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

INITIALS:  LESSOR & BKO GOVT