| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>LEASE AMENDMENT | LEASE AMENDMENT No. 1<br><br>TO LEASE NO. GS-09P-LCA02892 |
|---|---|
| ADDRESS OF PREMISES<br>888 Tower<br>888 South Figueroa Street, Suite 440<br>Los Angeles, California 90017-5310 | |

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

888 Tower, LP, a California Limited Partnership

whose address is: 888 South Figueroa Street, Suite 1900
Los Angeles, CA 90017-5455

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 revise the tenant improvement rent and to issue a Notice to Proceed for the construction of the space

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:

Paragraph 1.03A of GSA Form L201B is deleted in its entirety and substituted with the following, and paragraph 1 and 2 are added:

**1.03 RENT AND OTHER CONSIDERATION (SEP 2013)**

A. Upon substantial completion and acceptance of the space by the Government, 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[1] | $176,352.67 | $196,977.75 |
| TENANT IMPROVEMENTS RENT[2] | $60,701.38 | $0.00 |
| OPERATING COSTS[3] | $65,615.55 | $ 76,038.00 |
| **TOTAL ANNUAL RENT** | **$302,669.60** | **$273,015.75** |

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:**

[redacted]

Signature:
Name: ALBERT TABAN
Title: C.F.O.
Entity Name: 888 Tower, LP, a California limited partnership
Date: 3/2/17

**FOR THE GOVERNMENT:**

[redacted]

Signature:
Name: Alejandra Guzman
Title: Lease Contracting Officer
GSA, Public Buildings Service, READ
Date: 3/9/2017

**WITNESSED FOR THE LESSOR BY:**

[redacted]

Signature:
Name: KEVIN DAVIS
Title: SR. REAL ESTATE PROPERTY MANAGER
Date: 3/2/17

[1]Shell rent calculation:
(Firm Term) **$26.903535** per RSF multiplied by **6,555** RSF
(Non Firm Term) **$30.05** per RSF multiplied by **6,555** RSF
[2]The Tenant Improvement Allowance of **$249,474.75** is amortized at a rate of **8** percent per annum over **the firm term of the lease**
[3]Operating Costs rent calculation:
(Firm Term) **$10.01** per RSF multiplied by **6,555** RSF
(Non Firm Term) **$11.60** per RSF multiplied by **6,555** RSF

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

1. Following a Government review of the submitted cost proposal revisions, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed (NTP) is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed **$344,858.98**, inclusive of all management fees.

**Cost Breakdown**

FRAMING/DRYWALL.....[redacted]
DOORS.....[redacted]
HVAC.....[redacted]
ELECTRICAL.....[redacted]
CEILING.....[redacted]
PAINT.....[redacted]
GLASS.....[redacted]
BLINDS.....[redacted]
WINDOWS.....[redacted]
FIRE-LIFE SAFETY.....[redacted]
TELE/DATA CABLING.....[redacted]
SECURITY SYSTEM.....[redacted]
CORING.....[redacted]
PLUMBING.....[redacted]
SPRINKLERS.....[redacted]
FIRE SUPPRESSION SYSTEM.....[redacted]
MILLWORK.....[redacted]
FLOORING.....[redacted]
PROTECTION/ CLEANUP.....[redacted]
PERMIT.....[redacted]
GENERAL CONDITIONS.....[redacted]
OVERHEAD & PROFIT.....[redacted]
GENERAL LIABILITY INSURANCE.....[redacted]

SUBTOTAL.....[redacted]
Lessor PM fee .....[redacted]
**TOTAL.....$344,858.98**

2. The total cost for Tenant Improvements in the amount of $344,858.98 exceeds the tenant improvement allowance of $249,474.75, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of **$95,384.23**.

INITIALS: _____ & _____
LESSOR GOV'T

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **$95,384.23** pursuant to invoice instructions, herein. The Lessor hereby waives restoration as a result of the tenant improvements as provided under the lease .

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
Post Office Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Alejandra Guzman
300 North Los Angeles Street, Suite 4300
Los Angeles, California 90012

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
- GSA PS Document #

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

INITIALS: _____ & _____
LESSOR GOV'T