GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA03271
ADDRESS OF PREMISES 3840 Crenshaw Boulevard, Suite 100 Los Angeles, CA 90008	

THIS AMENDMENT is made and entered between **HPI/GSA 1E, LLC**

whose address is: **100 N. TYRON STREET, CHARLOTTE, NC, 28202-4065**

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, establish annual rent, and accept the tenant improvements, including Change Orders 1-11, 13-16, and 20-22.

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

Accordingly, the following "Lease Term" and Paragraph 1.03 and are deleted in their entirety and substituted therefore as follows:

I.

LEASE TERM

To Have and to Hold the said Premises with its appurtenances for the term beginning ~~February 8, 2018~~ March 13, 2018, and continuing for a period of

15 Years, 10 Years Firm,

subject to the termination rights as may be hereinafter set forth.

Continued on page 2.

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: Michael Verruto
Title: Authorized Signer
Entity Name: HPI/GSA 1E, LLC
Date: 3/15/18

FOR THE GOVERNMENT:

Signature [redacted]
Name: JOHN A. BELL
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: March 28, 2018

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Jamie Ennis
Title: Controller
Date: 3-15-18

II.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	YRS 1-5 (FIRM TERM)	YRS 6-10 (FIRM TERM)	YRS 11-15, (NON-FIRM TERM)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$183,438.20	$201,037.76	$ 218,549.76
TENANT IMPROVEMENTS RENT[2]	$55,010.71	$55,010.71	$0.00
OPERATING COSTS[3]	$74,688.68	$74,688.68	$74,688.68
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) RENT[4]	$2,037.40	$2,037.40	$0.00
TOTAL ANNUAL RENT	**$315,174.99**	**$332,774.55**	**$293,238.44**

[1]Shell rent calculation:
(Years 1-5) $**20.95** per RSF multiplied by **8,756** RSF
(Years 6-10) $**22.96** per RSF multiplied by **8,756** RSF
(Years 11-15) $**24.96** per RSF multiplied by **8,756** RSF
Parking costs for the 3 GOVs is included in the Shell Rent
[2]The Tenant Improvement Allowance of **$412,917.05 (=$52.8162 x 7,818 ABOA-SF)** is amortized at a rate of **6** percent per annum over 10 years.
[3]Operating Costs rent calculation: $**8.584297** per RSF multiplied by **8,979** RSF
[4]Building Specific Amortized Capital (BSAC) of $15,293.00 is amortized at a rate of **6** percent per annum over 10 years.

III.

The following Change Orders are hereby approved by the Government as follows:

Following a Government review of the submitted cost proposals for Change Orders 1-11, 13-16, and 20-22, as detailed in the following table, the Government has determined that the bids submitted are fair and reasonable and a Notice to Proceed is hereby issued for construction associated with the change orders, as identified herein, at a total cost not to exceed [redacted] inclusive of all management, architectural, administrative and contractor fees. The scope of work is summarized in the table below:

Change Order No.	Description of Work	Approved Cost
1a	Relocate "911" Phone	[redacted]
1b	Add duplex outlet/data at guard desk	
1c	Add duplex outlet/data at Manager's office	
1d	Add phone in mail room	
2	Add fire sprinkler heads to each client side booth	
3	Add signage for demountable client side	
4	Remove security from original bid **(CREDIT)**	
5	Remove CCTV from base contract scope **(CREDIT)**	
6	Add data to PIR/Self-help room	
7	Relocate printer in FEI area	
8	Demo columns and build back wall at lobby area	
9	Add power/data for multipurpose room	
10	Relocate Kiosk power and data	
11	Changes due to unreceived spec book **(No Cost)**	
12	Declined	
13	Correct PM fee to match lease contract percentage	
14	Add two dedicated circuits (Rooms 100 and 111)	
15	Add GFI outlet in courtyard	
16	Additional labor to cut ceiling tile and grid around seismic bracing at	

INITIALS: _____ LESSOR & _____ GOV'T

	demountable partitions	[redacted]
17	Declined	[redacted]
18	Declined	[redacted]
19	Declined	[redacted]
20	Add three (3) 2x2 light fixtures at windows 1,4 and 7 on employee side, per agency request	[redacted]
21	Add additional paper towel dispenser in women's employee restroom, per agency request	[redacted]
22	Add window tint to employee entrance, per agency request	[redacted]
Total		[redacted]

Upon completion and acceptance by the Government of the Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment. Lessor shall contact the GSA Contracting Officer for the "PS Number", which must be annotated on the invoice. The invoice, in the amount **not to exceed** [redacted] shall be submitted electronically via the GSA Finance website at 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: John Bell, Lease Contracting Officer
300 N. Los Angeles Street, Suite 4300
Los Angeles, CA 90012
Email: jay.bell@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
- The invoice will reference GSA PS # (to be provided by GSA upon completion of COs)

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 of the Lease shall remain in full force and effect.

INITIALS: _____ LESSOR & _____ GOV'T