| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>LEASE AMENDMENT | LEASE AMENDMENT No. 1<br><br>TO LEASE NO. GS-09P-LCA03271 |
|---|---|
| ADDRESS OF PREMISES:<br>3840 Crenshaw Blvd, Suite 100<br>Los Angeles, CA 90008 | PDN Number: **N/A** |

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

**HPI/GSA 1E,LLC**

whose address is: **100 N. TRYON STREET, CHARLOTTE, NC 28202**

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 issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

**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:

**A. NOTICE TO PROCEED**

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein in Exhibits A-1, Tenant Improvement Costs, and A-2, Building Specific Amortized Capital Costs, at a total cost not to exceed $647,999.43, inclusive of all management, permit, and architectural fees.

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

This Lease Amendment contains 3 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: [redacted]
Name: [illegible]
Title: [illegible]
Entity Name: HPI/GSA 1E, LLC

**FOR THE GOVERNMENT:**

Signature: [redacted]
Name: James Valk
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: AUG 4 2017

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: [illegible]
Title:

## B. LUMP SUM PAYMENT

1. The total cost for Tenant Improvements (TI) in the amount of [redacted] exceed the TI / BSAC allowance [redacted] which has been amortized into the rental rate and Lessor TI / BSAC Concession [redacted] of [redacted]. The Government hereby orders the excess balance in the amount of [redacted] The Lessor shall construct all Tenant Improvements in accordance with Lease GS-09P-LCA03336. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of [redacted] pursuant to Paragraph B.2, herein. The successful completion of the items as outlined in the attached exhibit will constitute "substantial completion" for rental commencement purposes. The Lessor hereby waives restoration as a result of all improvements.

2. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed** [redacted] shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice 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: James Valk
300 N Los Angeles Street, Suite 4300
Los Angeles, CA 90012
Phone: 213 894 0550
Email: james.valk@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
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

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 and conditions of the Lease shall remain in force and effect.**

INITIALS: _____ LESSOR & _____ GOV'T