GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. **02** TO LEASE NO. GS-09P-LCA03405
ADDRESS OF PREMISES 171 East Compton Boulevard Compton, CA 90220-2140	PDN Number:

THIS AMENDMENT is made and entered into between **COMPTON COMMERCIAL RENAISSANCE PLAZA, LLC**

whose address is: **3800 S. CRENSHAW BOULEVARD**
LOS ANGELES, CA 90008

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 provide for Lump Sum payment of Tenant Improvement costs and issue Notice to Proceed (NTP) for Tenant Improvements (TI) and Building Specific Amortized Capital work (BSAC).

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 of the Government as follows:

Paragraphs 7.03 and 7.04 are hereby added to the Lease.

This Lease Amendment contains **03** 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: [redacted]
Name: Darry Bakewell Sr., Lonnie Buckley
Title: Managing members
Entity Name: Compton Commercial Renaissance Plaza, LLC
Date: 10/20/17

FOR THE GOVERNMENT:

Signature: [redacted]
Name: BRANDY K. OCKER
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10.24.2017

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: [redacted] Yoshiko Blair
Title: [redacted] CFO
Date: 10/20/17

7.03 NOTICE TO PROCEED FOR TIs EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE

A. Following a Government review of the submitted Tenant Improvement (TI) cost proposal, based on approved attached Exhibit L "Final Construction Drawings (CDs), the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed for the construction of these TIs is hereby issued at a total cost not to exceed **$1,011,859.44**, inclusive of all fees.

The total Tenant Improvement Allowance (TIA) of $383,616.00 is set forth in Lease Paragraph 1.08. The total Building Specific Amortized Capital Allowance (BSACA) of $103,230.25 is set forth in Lease Paragraph 1.11. This lease amendment serves as the Notice to Proceed (NTP) for TIs within the TI and BSAC allowances and in excess of the TIA as specified in the table below. All costs exceeding the TIA and BSAC will be paid per the instructions outlined in Paragraph 7.04.

B.

Description	Amount
Tenant Improvement Costs Amortized under Lease LCA03405	**$383,616.00**
Building Specific Amortized Capital (BSAC) under Lease LCA03405	**$103,230.25**
Lump Sum TI Costs Exceeding the TIA Based on Approved TICS	**$525,013.19**
TOTAL Tenant Improvement Cost	**$1,011,859.44**

7.04 LUMP SUM PAYMENT PROCEDURES

A. 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 **$525,013.19** shall be submitted via the GSA Finance website at www.finance.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 and price
- Annotation of GSA PS Number (will be sent after Government executes this Lease Amendment)

B. The Lessor will furnish all labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with the tenant improvement alterations in accordance with the requirements of the lease.

C. In the event there are Change Orders, the Lessor is required to provide detailed pricing information in order for the Government to determine fair and reasonable price. The Lessor is also required to track all Change Orders and seek approval of all change orders from the GSA Contracting Officer prior to the commencement of work. Authorization by the GSA Contracting Officer, through a signature or similar written affirmation, shall serve as the authorization to proceed. Change Orders are to be reflected as part of the budget tracking, regardless of cost. The Lessor is to maintain a budget log and tracking of all expenditures against the agreed upon amount above and provide this at the request of the Government.

INITIALS: _____ & _____
LESSOR GOV'T