GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. ~~02~~ 03
	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 1.11, 1.12 and 6.12 are deleted and replaced in their entirety and Paragraphs 7.03 and 7.04 are hereby added to the Lease.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **$11.95** per ABOA SF ($103,230.25). The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **4.5** percent.

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:

Signature: [redacted]
Name: LONNIE BUSKEY / DAJAY SKEVES
Title: MANAGING MEMBERS
Entity Name: Compton Commercial Renaissance Plaza, LLC
Date: 6/28/18

FOR THE GOVERNMENT:

Signature: [redacted]
Name: BRANDY K. DCKER
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 09/05/2018

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: 6/28/18
Title: Director of Finance
Date: 6/28/18

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the firm term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:
   1. Reduce the security countermeasure requirements;
   2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space Certificate of Occupancy" paragraph; or
   3. Negotiate an increase in the rent.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,
   1. Lessor shall repaint common areas at least every three (3) years
   2. Lessor shall perform cyclical repainting of the Space every five (5) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be the Lessor's expense.

B. Carpet and flooring.
   1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
      a) Backing or underlayment is exposed;
      b) There are noticeable variations in surface color or texture;
      c) It has curls, upturned edges, or other noticeable variations in texture;
      d) Tiles are loose; or
      e) Tears or tripping hazards are present
   2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base covering in the Space every seven (7) years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
   3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

INITIALS: _____ LESSOR & _____ GOV'T

7.05 NOTICE TO PROCEED FOR CHANGE ORDERS

A. This Lease Amendment (LA) shall serve as the Lessor's NTP for Change Orders as outlined in the table below and on the referenced exhibits. The Government reviewed the Lessor's Tenant Improvement (TI) pricing as outlined in the table below and has determined it to be fair and reasonable. Said Not to Exceed pricing includes all costs for labor, materials, fees, overhead, profit, A/E Fees and any other costs required to complete this work. This work will be paid to the Lessor via a lump sum payment inclusive of all fees, in the amount outlined in the below table, upon acceptance of the improvements by the Government. Lump sum payment procedure is outlined in Lease Amendment 02 paragraph 7.04.

B.

CHANGE ORDER	Description	Amount
01	Electrical/Data Ceiling	[redacted]
02	Physical Security Upgrade (PS5)	
	Not to Exceed Total Change Orders approved for LA 03	
	Lump Sum for LA#02	
	Total Lump Sum	**$594,228.74**

C. Total lump sum payment for **Lease Amendment 03 is $69,215.55.**

INITIALS: LESSOR & GOV'T