

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-LCA03439 (the "Lease")
ADDRESS OF PREMISES 33 New Montgomery Street, Suite 1600 & Suite 1200, San Francisco, CA 94105	PDN Number: N/A

THIS AMENDMENT is made and entered into between CPF 33 NEW LLC, a Delaware limited liability company, whose address is: 2321 Rosecrans Avenue, Suite 4225, El Segundo, CA 90245-4903 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 add 241 square feet known as Storage Space C to the Government's current 15,536 RSF:

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 as follows:

TO HAVE AND TO HOLD the said Premises with its appurtenances for the following term:

10 Years, 5 Years Firm, commencing May 1, 2016 and continuing through April 30, 2026 for original lease currently executed upon execution of the government and continuing through April 30, 2026 for Storage Space C.

Subject to termination and renewal right as may be hereinafter set forth, Storage Space C may be terminated April 30, 2021, which is on the same timeline as Suite 1600.

The rent for Storage Space C is as follows, which shall be payable in the same manner as all other payments due under the Lease:

1) Feb 1, 2018 – Apr 30, 2018 – Firm Term

Year 1	RSF Rate	Annual Amount
Storage	<del>\$0.465371</del>	\$7,342.50

\$30.466805

2) May 1, 2018 – Apr 30, 2019 – Firm Term

Year 2	RSF Rate	Annual Amount
Storage	\$0.479332	\$7,446.90

\$30.900000

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:

Name:

Title:

Entity Name:

Date:

  
Benjamin E. Green  
Managing Director  
CPF 33 New LLC  
1/25/18

FOR THE GOVERNMENT:


Signature:

Name:

Title:

GSA, Public Buildings Service,

Date:

  
Marie Dong  
Lease Contracting Officer  
3/14/2018


WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

  
Eric Grossman  
Managing Director  
01/25/2018

## 3) May 1, 2019 - Apr 30, 2020 - Firm Term

Year 3	RSF Rate	Annual Amount
Storage	<del>\$0.493712</del>	\$7,670.31

\$31,027.012  
BG MD

## 4) May 1, 2020 - Apr 30, 2021 - Firm Term

Year 4	RSF Rate	Annual Amount
Storage	<del>\$0.508526</del>	\$7,900.42

\$32,781.626  
BG MD

## 5) May 1, 2021 - Apr 30, 2022 - Soft Term

Year 5	RSF Rate	Annual Amount
Storage	<del>\$0.523779</del>	\$8,137.43

\$33,765.270  
BG MD

## 6) May 1, 2022 - Apr 30, 2023 - Soft Term

Year 6	RSF Rate	Annual Amount
Storage	<del>\$0.539492</del>	\$8,381.55

\$34,772.16  
BG MD

## 7) May 1, 2023 - Apr 30, 2024 - Soft Term

Year 7	RSF Rate	Annual Amount
Storage	<del>\$0.555676</del>	\$8,632.99

\$35,021.535  
BG MD

## 8) May 1, 2024 - Apr 30, 2025 - Soft Term

Year 8	RSF Rate	Annual Amount
Storage	<del>\$0.572347</del>	\$8,891.98

\$36,896.83  
BG MD

## 9) May 1, 2025 - Apr 30, 2026 - Soft Term

Year 9	RSF Rate	Annual Amount
Storage	<del>\$0.589518</del>	\$9,158.75

\$38,003.112  
BG MD

The Government agrees not to store any flammable, combustible or other materials in Storage Space C that would increase the cost of Lessor's insurance, and not to store any toxic or hazardous materials, substances or waste in Storage Space C.

The Government also agrees not to store excess or highly concentrated weight in Storage Space C; it shall be The Government's responsibility to obtain from Lessor the tolerable limits hereof.

The Government agrees to use Storage Space C solely for storage purposes of dry goods and materials and not as office space.

The Government agrees to use Storage Space C in a manner which shall not interfere with the use and enjoyment of the Building by Lessor or any the tenants, occupants or persons claiming through or under Lessor.

The Government agrees that Lessor and its agents may enter and inspect Storage Space C and any property stored therein at any time upon giving reasonable advance notice to The Government (except that no such prior notice shall be required in cases of emergency). The Government shall deliver to Lessor a key for any locks installed by The Government for Lessor's emergency entry purposes.

INITIALS:

BG  
LESSOR

&amp;

MD  
GOVT

The Government accepts Storage Space C in its "as is", "with faults made by the government", "without any warranties or representations" condition, and shall maintain and repair Storage Space C in good order and condition, at The Government's sole cost and expense. Being that the government is taking this space "as is" the government will return the space as it was received; no better or worse than as it was received. An inspection form will be provided indicating how the space was received. The government "will not" be responsible for faults it did not make

The Government shall not suffer or permit to be enforced against the Building, or any part thereof, any mechanics, materialmen's, contractors' or subcontractors' liens arising from the activities of The Government, and The Government shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against the Building or any portion thereof. I.E. Mechanic liens are not available on Government construction projects, the above statement does not apply to this contract but is left in case of an anomalous action supported by documentation by the Lessor.

Upon the expiration or termination of the Term of this Amendment, The Government shall surrender Storage Space C Lessor in the following condition: (a) The Government shall remove all of its property and all trash and debris from Storage Space C; (b) The Government shall broom clean all portions of Storage Space C and common areas adjacent to Storage Space C; and (c) The Government shall otherwise repair any damage to Storage Space C caused by the Government, excluding reasonable wear and tear."

Lessor reserves the right, upon not less than thirty (30) days' prior written notice to The Government, to substitute for Storage Space C comparable storage area within the Building having substantially equivalent usable area as Storage Space C, provided that Lessor shall pay all expenses reasonably incurred in moving the Government's property to such new location; and upon the expiration of such 30-day written notice, the new storage area shall be deemed to be Storage Space C covered by this Amendment.

INITIALS: BC & WD  
LESSOR GOVT