

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07B-17060
LEASE AMENDMENT	
ADDRESS OF PREMISES 1 LAKESHORE DRIVE, LAKE CHARLES, LA 70629	PDN Number: PS0028050

THIS AMENDMENT is made and entered into between HERTZ LAKE CHARLES ONE, LLC

whose address is: 1522 2ND STREET, SANTA MONICA, CA 90401

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

- 1.) To accept the Tenant Improvements as completed; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Establish the Common Area Factor; and
- 5.) Provide the annual rental amounts; and
- 6.) To state the Broker Commission and the Commission Credit; and
- 7.) To establish the rate for 24/7 HVAC for the LAN room; and
- 8.) To provide the reference number for invoicing of the Tenant Improvements.

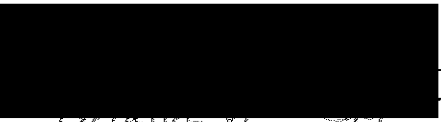
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective January 30, 2014, as follows.

See Attached


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: Hertz Lake Charles One, LLC
Date: February 3, 2014

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 2/6/2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Mark Polito
Title: Property Manager
Date: 2/3/14

- 1.) The Tenant Improvements and Building Specific Amortized Capital have been completed and the Government accepts the leased premises on January 30, 2014.
- 2.) The Commencement Date of the lease shall be January 30, 2014 and shall expire on January 29, 2024, subject to termination and renewal rights as may be hereinafter set forth in the Lease.
- 3.) The leased premises square footage shall be 1,403 Rentable Square Feet (RSF) yielding 1,220 ANSI/BOMA Office Area (ABOA).
- 4.) The Common Area Factor in Paragraph 1.01 of the Lease shall be 15 percent, (1,403 RSF/1,220 ABOA).
- 5.) The Government shall pay the Lessor annual rent, on a monthly basis in arrears, according to the following schedule:

January 30, 2014 – January 29, 2019	
	Annual
Shell Rent	\$9,877.12
Tenant Improvements Rent	\$12,215.78
Operating Costs	\$6,953.00
Building Specific Amortized Capital	\$2,898.62
Total Annual Rent	\$31,944.52

January 30, 2019 – January 29, 2024	
	Annual
Shell Rent	\$13,033.87
Tenant Improvements Rent	\$0.00
Operating Costs	\$6,953.00
Building Specific Amortized Capital	\$0.00
Total Annual Rent	\$19,986.87

¹The Tenant Improvement Allowance of \$49,039.61 is amortized at a rate of 9 percent per annum over 5 years.
²Building Specific Amortized Capital Costs of \$12,800 are amortized at a rate of 5 percent per annum over 5 years.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Hertz Lake Charles One, LLC
 1522 2nd Street
 Santa Monica, CA 90401

6.) The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego a portion of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph of the lease.

Notwithstanding Paragraph 5 of this Lease Amendment Number 4, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

INITIALS: JMS & Govt
 LESSOR GOVT

Month 1 Rental Payment of \$2,662.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$2,662.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$2,662.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Month 4 Rental Payment \$2,662.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

Month 5 Rental Payment \$2,662.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

Month 6 Rental Payment \$2,662.04 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

7.) There is no charge for areas that require 24/7 HVAC.

8.) The total cost of the Tenant Improvements was established in Lease Amendment # 3. The reference number for the Lessor's use in invoicing the lump sum payment for the Tenant Improvement and Building Specific Amortized Capital cost is PS0028050. The Lessor shall submit an invoice in accordance with the instructions in Paragraph 3 of Lease Amendment # 3 using this reference number instead of the one provided in Lease Amendment # 3.

INITIALS: Jmt & Dg
LESSOR GOVT