

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07P-LLA17133
ADDRESS OF PREMISES One Lake Shore Drive Lake Charles, LA 70629	PDN Number: PS0028393

THIS AMENDMENT is made and entered into between Hertz Lake Charles One, LLC

whose address is: 1522 2nd Street, Santa Monica, CA 90401-2303

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

WHEREAS, the parties hereto desire to supplement the above Lease.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

- 1) To provide a Notice to Proceed for Change Order #3, Change Order #5, Change Order #6 and Change Order #7; and
- 2) to establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) costs; and
- 3) to provide provisions for the payment of the TI and BSAC costs.

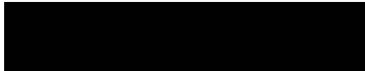
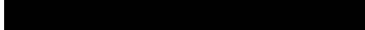

The following Change Orders are authorized by the Government:

This Lease Amendment contains 3 pages plus Exhibit A.



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

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.



FOR THE LESSOR:

Signature: 
Name:  RCM
Title: 
Entity Name: Hertz Lake Charles One, LLC
Date: 9.26.14

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10-21-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: Sr. Property Administrator
Date: 9-26-14

C.O. #	Description	Amount
1	Moved wall to accommodate furniture layout (office #104) and moved door swing	No Cost Change
2	Moved light switch location	No Cost Change
3	Provide and install additional Cat 6 cables, install a pull string for future use and install low voltage cabling and raceways	██████████
4	Clarification of card reader location for conference room	No Cost Change
5	Add two (2) EMT conduit runs from telecommunications closet to the LAN/VOIP room, core drill from the 1 st floor to the 3 rd floor, add a door bell and button, and change receptacles at HDTV locations to 110V surge protectors with duplex outlets	██████████
6	Add three (3) duplex receptacles to conference room #113. Add a 1 1/2" conduit run and a 4"x4" recessed electrical box.	██████████
7	Provide and install Type X3 emergency lighting in men's and women's change rooms.	██████████

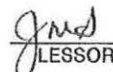
- 1) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the alterations required in change order C/O #3 as it relates to providing and installing additional Cat 6 cables, installing a pull string for future use, and installing low voltage cabling and raceways; C/O #5 as it relates to adding two (2) EMT conduit runs from telecommunications closet to the LAN/VOIP room, core drilling from the 1st floor to the 3rd floor, adding a door bell and button, and changing receptacles at HDTV locations to 110V surge protectors with duplex outlets; C/O #6 as it relates to adding three (3) duplex receptacles to conference room #113 and adding a 1 1/2" conduit run and a 4"x4" recessed electrical box; and C/O #7 as it relates to providing and installing Type X3 emergency lighting in men's and women's change rooms as depicted on Exhibit "A". The total cost of C/O #3 is ██████████, the total cost of C/O #5 is ██████████, the total cost of C/O #6 is ██████████ and the total cost of C/O #7 is ██████████. The anticipated date of completion of all the tenant improvements is September 8, 2014.
- 2) Following a Government review of the submitted cost proposal, the Government has determined that the Tenant Improvement bid submitted is fair and reasonable at a total cost not to exceed \$ 586,356.12 (\$570,751.27 + ██████████ + ██████████ + ██████████), inclusive of all management and architectural fees. The Lessor and the Government have also agreed that the approved cost of the Building Specific Amortized Capital (BSAC) is not to exceed \$47,128.89. The BSAC cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the BSAC work by the anticipated date of completion.
- 3) Upon completion, inspection and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing \$287,363.58 over the first eight (8) years of the term at an interest rate of 9.0%. The Government shall pay for the total Building Specific Amortized Capital Cost by amortizing \$47,128.89 over the first eight (8) years of the term at an interest rate of 5.0%.

The remaining balance of the total cost of the Tenant Improvements is \$298,992.54 (TI total cost of \$586,356.12 – TI's to be amortized into the rent of \$287,363.58) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the leased space. The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and the BSAC by the anticipated date of completion.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to restate the rent.

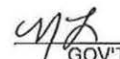
Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this

INITIALS:



LESSOR

&



GOVT

lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0028393 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp> . Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
Attn: Meredith Whitley
819 Taylor Street, Room 11A-133
Fort Worth, Texas 76102-6124

INITIALS: JMS & MZ
LESSOR GOVT