GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA00009
ADDRESS OF PREMISES 200 S. SAN PEDRO STREET LOS ANGELES, CA 90012	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Tokyo East LLC, a Delaware limited liability company**

whose address is: 1212 Wilshire Blvd., Suite 555
LOS ANGELES, CA 90025-1902

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 **change the premises and rent due to re-measurement of building**

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:

Accordingly, paragraphs 1.01(A) and 1.03(A) are deleted their entirety and replaced with the following paragraphs as follows:

1.01 THE PREMISES (JUN 2012)

Effective May 01, 2017 through beneficial occupancy of the entire 4th floor space, the Premises are described as follows:

A. Office and Related Space: **18,075** rentable square feet (RSF), yielding **16,090** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st, 2nd, 3rd and 4th** floor(s) and known as Suite(s) **202, 202B, 300, and 402**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

FIRST FLOOR SUITE 202: 4,021 RSF, yielding 3,687 ANSI/BOMA Office Area
2ND FLOOR SUITE 202B: 8,306 RSF, yielding 7,404 ANSI/BOMA Office Area
3RD FLOOR SUITE 300: 4,064 RSF, yielding 3,534 ANSI/BOMA Office Area
4TH FLOOR SUITE 402: 1,684 RSF, yielding 1,465 ANSI/BOMA Office Area

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.12336855** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

This Lease Amendment contains 2 pages and Exhibit A

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: [redacted] SIMON NEMAN
Title: MANAGER
Entity Name: Tokyo East LLC, a Delaware limited liability company
Date: 5.8.17

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Brandy K. Ocker
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 05/08/17

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: [redacted] YADVIA NEMAN
Title: MEMBER
Date: 5/8/17

1.01 THE PREMISES (JUN 2012) – CONTINUED

Effective upon delivery of remaining 4th floor space(s) and the Government's acceptance for beneficial occupancy through April 30, 2027, the Premises are described as follows:

A. Office and Related Space: **18,121** rentable square feet (RSF), yielding **16,851** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **2nd, 3rd and 4th** floor(s) and known as Suite(s) **202B, 300, and 4th floor**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

2ND FLOOR SUITE 202B: 8,306 RSF, yielding 7,404 ANSI/BOMA Office Area
3RD FLOOR SUITE 300:4,064 RSF, yielding 3,534 ANSI/BOMA Office Area
ENTIRE 4TH FLOOR: 5,751 RSF, yielding 5,913 ANSI/BOMA Office Area

The Lessor has included **818 RSF** of space free located on the 4th floor free of charge. Only **17,303** rentable square feet (RSF), yielding **16,090** ANSI/BOMA Office Area (ABOA) is being assessed rent.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.075366447** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.03 RENT AND OTHER CONSIDERATION (AAAP VARIATION) (APR 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	05/01/2017 – Completion of 4th floor TIs **18,075** RSF / **16,090** ANSI/BOMA (Firm Term)	Beneficial Occupancy of entire 4th floor – 04/30/2027 **18,121** RSF / **16,851** ANSI/BOMA (Firm Term)
	Annual rent	Annual Rent
Shell Rent[1]	$571,751.30	$571,751.30
Tenant Improvements rent[2]	$0.00	$0.00
Building Specific Amortized Capital[3] (BSAC)	$0.00	$0.00
Operating Costs[4]	$190,506.03	$190,506.03
Total Annual Rent	$762,257.33	$762,257.33

[1]Shell rent calculation:
Effective 5/1/2017 through completion of 4th floor TIs - $35.53 per ABOA SF (rounded rentable rate is $31.63 per RSF)
Effective upon acceptance of 4th floor TIs through 4/30/2027- $35.53 per 16,090 ABOA SF (rounded rentable rate is $33.043478 per 17,303 RSF) for a blended rate of $31.551865 per RSF for 18,121 RSF and $33.9298 ABOA for 16,851 ANSI/BOMA

[2]Upon acceptance of Tenant Improvements, the Tenant Improvement Allowance of $45.961 per ABOA (total TI amount $739,512.49) shall be amortized at a rate of 6 percent per annum, through 04/30/2027 per Lease Paragraph 1.08

[3]Upon acceptance of the obligated Building Specific Amortized Capital (BSAC) of $.7993 per 16,090 ABOA (total BSAC amount $96,540.00) shall be amortized at a rate of 6 percent per annum, through 04/30/2027 per Lease Paragraph 1.10

[4]Operating Costs rent calculation:
Effective 05/01/2017 through completion of 4th floor TIs - $11.84 per 16,090 ABOA SF (rounded rentable rate is $10.54 per 18,075 RSF)
Effective upon acceptance of 4th floor TIs through 4/30/2027 - $11.84 per 16,090 ABOA SF (rounded rentable rate is $11.01per 17,303 RSF)

CONTINUED ON EXHIBIT A

INITIALS: _____ LESSOR & _____ GOV'T