GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. **03** TO LEASE NO. GS-09P-LCA00009
ADDRESS OF PREMISES 200 S. SAN PEDRO STREET LOS ANGELES, CA 90012	PDN Number:

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 issue Notice to Proceed (NTP) for change orders 1-4 Tenant Improvements (TI) and change order Building Specific Amortized Capital work (BSAC) and provide for Lump Sum payment of Tenant Improvement costs'

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 7.03, 7.04 and 7.05 are hereby added to the Lease.

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: [redacted] STEPHEN SIMON NEMAN
Title: Manager
Entity Name: Tokyo East LLC, a Delaware Limited Liability Company
Date: 3.9.18

FOR THE GOVERNMENT:

Signature: [redacted]
Name: BRANDY K. OCKER
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 03.20.18

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: [redacted] YAEL DVA NEMAN
Title: MEMBER
Date: 3-9-18

7.03 NOTICE TO PROCEED FOR TIs EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE

A. Following a Government review of the submitted Tenant Improvement (TI) change order cost proposal dated February 27, 2018, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed for the construction of these TIs is hereby issued at a total cost not to exceed **$33,409.25** inclusive of all fees.

CHANGE ORDER LOG

Number	Change Order Description	Amount
1	Relocate plumbing	[redacted]
2a	Install New T-Bar in conference rm.	[redacted]
2b	Credit for hard lid in conference rm.	[redacted]
3	TICs reconciliation	[redacted]
4	Cabinet Relocation	[redacted]
	Change Order Subtotal	[redacted]

B. **TOTAL CONSTRUCTION COST**

The total Tenant Improvement Allowance (TIA) of $739,512.49 is set forth in Lease Paragraph 1.03. The total Building Specific Amortized Capital Allowance (BSACA) of $96,540.00 is set forth in Lease Paragraph 1.03. This lease amendment serves as the Notice to Proceed (NTP) for TIs within the TI and BSAC allowances and in excess of the TIA as specified in the table below. All costs exceeding the TIA and BSAC will be paid per the instructions outlined in Paragraph 7.04.

Description	Amount
Tenant Improvement Costs Amortized under Lease LCA00009	$739,512.49
Building Specific Amortized Capital (BSAC) under Lease LCA00009	$96,540.00
Total Tenant Improvement Cost	$844,582.00
Lump Sum TI Costs Exceeding the TIA	$8,529.51

INITIALS: LESSOR & GOV'T

7.04 LUMP SUM PAYMENT PROCEDURES

A. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount not to exceed **$8,529.51** shall be submitted via the GSA Finance website at www.finance.gsa.gov.

A proper invoice must include the following:

1. Be received after the execution of the Lease Amendment and included in the final Invoice
2. Reference the Pegasys Document Number (PDN):
3. Include a unique, vendor supplied, invoice number.
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. Payee's name and address must EXACTLY match the Lessor's name and address listed above.
6. Include the lease number.
7. Include invoice date.
8. Include description, price, and quantity of work or services delivered.
9. Name, title phone number and mailing address of person to be notified in the event of a defective invoice

B. The Lessor will furnish all labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with the tenant improvement alterations in accordance with the requirements of the lease.

C. In the event there are Change Orders, the Lessor is required to provide detailed pricing information in order for the Government to determine fair and reasonable price. The Lessor is also required to track all Change Orders and seek approval of all change orders from the GSA Contracting Officer prior to the commencement of work. Authorization by the GSA Contracting Officer, through a signature or similar written affirmation, shall serve as the authorization to proceed. Change Orders are to be reflected as part of the budget tracking, regardless of cost. The Lessor is to maintain a budget log and tracking of all expenditures against the agreed upon amount above and provide this at the request of the Government.

D. The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

INITIALS: _____ LESSOR & _____ GOV'T