GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-09P-LCA03312
ADDRESS OF PREMISES 600 WILSHIRE BLVD, SUITE 900 LOS ANGELES, CA 90017	PDN Number: PS0040515

THIS AMENDMENT is made and entered into between **ONNI 600 WILSHIRE, LP**

whose address is: 600 Wilshire Blvd., Suite 960
Los Angeles, CA 90017

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 increase the Tenant Improvements (TI) amortized to the maximum TI allowance and to provide for lump sum payment of Tenant Improvement costs that exceed the total Tenant Improvement Allowance.

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:

7.02 NOTICE TO PROCEED for TIs EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE

A. Following a Government review of the submitted Tenant Improvement (TI) cost proposal, the Government had determined that the bid submitted is fair and reasonable based on the Notice to Proceed (NTP) issued on August 22, 2017 (see attached). The Notice to Proceed for the construction of these TIs was issued at a total cost not to exceed **$602,004.00**, inclusive of all fees.

The total Tenant Improvement Allowance (TIA) of $612,053.20 is set forth in Lease Paragraph 1.03. This lease amendment serves as the Notice to Proceed (NTP) for TIs within the TI allowance and in excess of the TIA as specified in the table below. All costs exceeding the TIA will be paid per the instructions outlined in Paragraph 7.03.

This Lease Amendment contains 2 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: [redacted]

Signature: [redacted]
Name: Giulio DeCotiis
Title: Director
Entity Name: ONNI 600 WILSHIRE, LP
Date: 2/13/18

FOR THE GOVERNMENT: [redacted]

Signature: [redacted]
Name: Veronica Montoya
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/21/2018

WITNESSED FOR THE LESSOR BY: [redacted]

Signature: [redacted]
Name: Greg Wilks
Title: SR. Vice President.
Date: 2/13/18

Description	Amount
Tenant Improvement Allowance under Lease LCA03312	[redacted]
Tenant Improvement Costs to be Amortized as approved per NTP issued 8/22/2017	
Building Specific Amortized Capital (BSAC) as approved per NTP issued 8/22/2017	
Change Order #1: Fabric panels, Wink walls, A/V & data cabling	
Change Order #2: Server Room Racks	
TIA available to date to be amortized under Lease per LA1 to offset costs of change orders aforementioned	
Lump Sum TI Costs Exceeding the TIA	

7.03 LUMP SUM PAYMENT PROCEDURES

A. Upon completion and acceptance of Change orders identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. Lessor shall contact the GSA Contracting Officer for the "PS Number", which must be annotated on the invoice. The Invoice, in the amount **not to exceed** [redacted] shall be submitted electronically via the GSA Finance website at www.finance.gsa.gov.

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- The invoice will reference GSA PS # (to be provided after Government executes this Lease Amendment)

B. 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.

The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS: _____ & _____
LESSOR GOV'T