GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA03312
ADDRESS OF PREMISES 600 WILSHIRE BLVD., SUITE 900 LOS ANGELES, CA 90017	PDN Number: N/A

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 **establish beneficial occupancy, reconcile rent, and correct broker commission.**

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, paragraph "LEASE TERM", paragraph 1.03(A) RENT AND OTHER CONSIDERATION, 1.04 BROKER COMMISSION AND COMMISION CREDIT and paragraph 1.05 TERMINATION RIGHTS are deleted their entirety and replaced with the following paragraphs as follows:

LEASE TERM

To Have and To Hold the said Premises with it appurtenances for the term beginning on [redacted] and continuing through [redacted] subject to termination and renewal rights as may be hereinafter set forth.

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: [redacted]

Signature: [redacted]
Name: Ginero DeLotis
Title: Director
Entity Name: ONNI 600 WILSHIRE, LP
Date: 3/1/18

FOR THE GOVERNMENT: [redacted]

Signature: [redacted]
Name: Veronica Montoya
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/13/2018

WITNESSED FOR THE LESSOR BY: [redacted]

Signature: [redacted]
Name: Greg Wilks
Title: SR. VP
Date: 3/1/18

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM [redacted]	NON FIRM TERM [redacted]
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$ 227,353.39	$ 423,697.89
TENANT IMPROVEMENTS RENT[2]	$ 122,410.64	$0.00
OPERATING COSTS[3]	$ 117,942.11	$ 117,942.11
BUILDING SPECIFIC AMORTIZED CAPITAL(BSAC)[4]	$ 22,247.89	$0.00
PARKING[5]	$ 30,780.00	$ 30,780.00
TOTAL ANNUAL RENT	**$520,734.03**	**$572,420.00**

[1]Shell rent calculation:
(Firm Term) **$16.79** per RSF multiplied by **13,541** RSF
(Non Firm Term) **$31.29** per RSF multiplied by **13,541** RSF
[2]The Tenant Improvement Allowance of **$612,053.20** is amortized at a rate of **0** percent per annum over **5** years.
[3]Operating Costs rent calculation: **$8.71**per RSF multiplied by **13,541** RSF
[4]Building Specific Amortized Capital (BSAC) of **$111,239.45** are amortized at a rate of **0** percent per annum over **5** years
[5]Parking costs of $2,565.00 per month for 13 structured parking spaces.

1.04 BROKER COMMISSION AND COMMISION CREDIT (JUN 2012)

A. **JLL (Jones Lang LaSalle Americas Inc.)** (Broker) is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the commission is [redacted] and is earned upon lease execution payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission will be payable to **JLL (Jones Lang LaSalle Americas Inc.)** with the remaining [redacted], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell commence with the first month for the rental payments and continue until the credit has been full recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the 'Rent and Other Consideration' paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **$43,394.50** minus prorated Commission Credit of [redacted] equals [redacted] adjusted 1st Month's Rent.*

Month 2 Rental Payment **$43,394.50** minus prorated Commission Credit of [redacted] equals [redacted] adjusted 2nd Month's Rent.*

Month 3 Rental Payment **$43,394.50** minus prorated Commission Credit of [redacted] equals [redacted] adjusted 3rd Month's Rent.*

Month 4 Rental Payment **$43,394.50** minus prorated Commission Credit of [redacted] equals [redacted] adjusted 4th Month's Rent.*

1.05 TERMINATION RIGHTS (AUG 2011)

INITIALS: _____ LESSOR & _____ GOV'T

The Government may terminate this Lease, in whole or in part, at any time effective after February 4, 2023, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period for the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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

INITIALS: _____ & _____
LESSOR GOV'T