

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-07B-17060
ADDRESS OF PREMISES 1 LAKESHORE DRIVE, LAKE CHARLES, LA 70629-0112	PDN Number: PS07E5000

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 amend the above Lease to provide the Notice to Proceed for the Tenant Improvements.

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 full execution of this amendment, as follows:

- 1) To provide for a Notice to Proceed with the Tenant Improvements and provide for an anticipated date of completion; and
- 2) To provide the total cost of the Tenant Improvements and/or Building Specific Security; and
- 3) To provide for the method of payment of the total Tenant Improvement and Building Specific Security cost.

See attached.

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:

FOR THE GOV

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

Signature: _____
 Name: Dusty Belfrage
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 29 Aug 13

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Amy Welsh
 Title: SR. Property Admin.
 Date: 8/27/13

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with the construction of the Tenant Improvements (TI) and Building Specific Security (BSS). The anticipated date of completion of all the Tenant Improvements and Building Specific Security is on or before October 25, 2013.

2.) The Government and the Lessor have agreed that the total cost of the TIs and BSS is \$198,830.98, as shown on the Tenant Improvement Cost Summary (TICS) attached as Exhibit A to this Lease Amendment No. 3. The TI and BSS 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 TI and BSS costs by the anticipated date of completion.

3.) The Government shall pay for a portion of the total TI Cost by amortizing \$49,039.61 over the first five (5) years of the term, monthly in arrears, at an interest rate of 9.0%. Additionally, the Government may pay by lump-sum payment or amortize the Building Specific Security amount of \$12,800.00 over the first five (5) years, monthly in arrears, at an interest rate of 5.0% as provided for on the GSA Form 1364 (the "Offer"). All of the remaining balance of \$136,991.37 [\$198,830.98 (Total TI and BSS Cost) - \$49,039.61 (TI amortized) - \$12,800.00 (BSS amount amortized) = \$136,991.37] shall be paid by lump-sum.

Upon the completion of the TI and BSS and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSS cost (if any).

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS07E5000 and shall be sent electronically to the GSA Finance Website at <https://finance3.gsa.gov>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

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 Contracting Officer at the following address:

General Services Administration
ATTN: Contracting Officer
819 Taylor Street, Room 5A18
Fort Worth, TX 76102-6124
817-978-4335

JMD
LESSOR & GOVT
4.) The use of Building Specific Security (BSS) has been discontinued. All references in the Lease to "BSS" or "Building Specific Security" shall be now hereby construed to mean to mean "Building Specific Amortized Capital (BSAC)."

INITIALS: JMD LESSOR & DSJ GOVT