

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LLA17133
ADDRESS OF PREMISES One Lake Shore Drive Lake Charles, LA 70629	PDN Number: PS0028393

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 supplement the above Lease.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

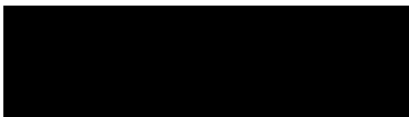
- 1) To provide a Notice to Proceed; and
- 2) to incorporate the agency approved Design Intent Drawings into the Lease;
- 3) to establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) costs; and
- 4) to provide provisions for the payment of the TI and BSAC costs.

This Lease Amendment contains 2 pages.

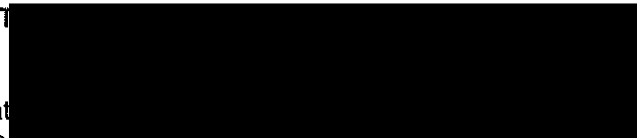
All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

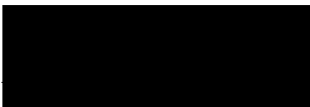
FOR THE LESSOR:

Signature: 
 Name: _____
 Title: EXECUTIVE VP & CEO
 Entity Name: Hertz Lake Charles ONE, LLC
 Date: MARCH 11, 2014

FOR THE GOVERNMENT:

Signature: 
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 3/27/14

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: Co. Property Administrator
 Date: 3-11-14

- 1) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The anticipated date of completion of all the tenant improvements is August 1, 2014.
- 2) The Lessor is solely responsible and liable for the technical accuracy of the Construction Drawings and compliance with all applicable Lease requirements as stated in the Lease under Section 4.02 "Construction Documents". This Lease Amendment (LA) does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings dated June 17, 2013, consisting of three (3) pages, and which are attached and incorporated into the lease as depicted in Exhibit "A."
- 3) Following a Government review of the submitted cost proposal, the Government has determined that the Tenant Improvement bid submitted is fair and reasonable at a total cost not to exceed \$570,751.27, inclusive of all management and architectural fees. The Lessor and the Government have also agreed that the approved cost of the Building Specific Amortized Capital (BSAC) is not to exceed \$47,128.89. The BSAC 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 BSAC work by the anticipated date of completion.
- 4) Upon completion, inspection and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing \$287,363.58 over the first eight (8) years of the term at an interest rate of 9.0%. The Government shall pay for the total Building Specific Amortized Capital Cost by amortizing \$47,128.89 over the first eight (8) years of the term at an interest rate of 5.0%.

The remaining balance of the total cost of the Tenant Improvements is \$283,387.69 (TI total cost of \$570,751.27 – TI's to be amortized into the rent of \$287,363.58) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the leased space as depicted on the attached Exhibit "A". The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and the BSAC by the anticipated date of completion.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to restate the rent.

Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor 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 PS0028393 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

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 Lease Contracting Officer at the following address:

General Services Administration
Attn: Christina Dolan
819 Taylor Street, Room 11A-133
Fort Worth, Texas 76102-6124

INITIALS:


LESSOR

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GOVT