

LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09P-LCA00154
ADDRESS OF PREMISES: PASADENA FINANCIAL CENTER, 35 N. LAKE AVENUE, PASADENA, CA 91101	PDN Number: Not Applicable

THIS AGREEMENT, made and entered into this date by and between PR 35 NORTH LAKE, LLC

whose address is 35 NORTH LAKE AVENUE, SUITE 640
PASADENA, CA 91101-4110

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 Improvement Allowance (TIA), issue a Notice to Proceed for construction, adjust the rent, and adjust the broker commission and commission credit.

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




Accordingly, Paragraphs 1.03 RENT AND OTHER CONSIDERATIONS Subparagraphs A and J, 1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015) and 1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015), Subparagraph A are all deleted in their entirety and substituted with the following:

In Paragraph 1.03(J), the first ten (10) months of rent was fully abated. The value of that free rent is \$600,706.32. The Lessor has agreed to use the free rent to offset the moving costs (\$98,229.12) and (\$502,477.20) of it will towards the Tenant Improvement costs. The Lessor has also agreed to increase the Tenant Improvements Allowance.

This Lease Amendment contains 5 pages

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	NAME OF SIGNER Kristin Paul Vice President
ADDRESS 4 EMBARCADERO CENTER, 27TH FLOOR, SAN FRANCISCO, CA 94111	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Pedro Sanchez Vice President
ADDRESS 4 EMBARCADERO CENTER, 27TH FLOOR, SAN FRANCISCO, CA 94111	
UNITED STATES OF AMERICA	
SIGNATURE  8/1/2017	NAME OF SIGNER VERONICA MONTOYA OFFICIAL TITLE OF SIGNER LEASE CONTRACTING OFFICER

§A. DOL EBSA Requirements

Lessor to remodel space as shown in attached floor plan and approved TICS table. The following documents are attached to and made part of the Lease Amendment 1:

DOCUMENT	PAGES	EXHIBIT
Floorplans: Current Space Layout and Proposed Space Layout	1	A
TICS Table	1	B

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

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

	Year One	Year Two	Year Three	Year Four	Year Five
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹	\$ 437,337.15	\$ 446,101.78	\$ 455,045.28	\$ 464,167.65	\$ 473,468.89
Original Tenant Improvements Rent ²	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12
Additional Tenant Improvements Rent ³	\$ 59,279.00	\$ 59,279.00	\$ 59,279.00	\$ 59,279.00	\$ 59,279.00
Operating Costs ⁴	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96
Building Specific Amortized Capital (BSAC) ⁵	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23
Total Annual Rent	\$ 780,126.46	\$ 788,891.09	\$ 797,834.59	\$ 806,956.96	\$ 816,258.20
	Year Six	Year Seven	Year Eight	Year Nine	Year Ten
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹	\$ 482,770.13	\$ 492,429.11	\$ 502,266.96	\$ 512,462.55	\$ 522,658.14
Original Tenant Improvements Rent ²	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12
Additional Tenant Improvements Rent ³	\$ 59,279.00	\$ 59,279.00	\$ 59,279.00	\$ 59,279.00	\$ 59,279.00
Operating Costs ⁴	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96
Building Specific Amortized Capital (BSAC) ⁵	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23
Total Annual Rent	\$ 825,559.44	\$ 835,218.42	\$ 845,056.27	\$ 855,251.86	\$ 865,447.45

¹ Shell rent calculation:

Year One	\$24.45 per RSF multiplied by 17,887 RSF
Year Two	\$24.94 per RSF multiplied by 17,887 RSF
Year Three	\$25.44 per RSF multiplied by 17,887 RSF
Year Four	\$25.95 per RSF multiplied by 17,887 RSF
Year Five	\$26.47 per RSF multiplied by 17,887 RSF
Year Six	\$26.99 per RSF multiplied by 17,887 RSF
Year Seven	\$27.53 per RSF multiplied by 17,887 RSF
Year Eight	\$28.08 per RSF multiplied by 17,887 RSF
Year Nine	\$28.65 per RSF multiplied by 17,887 RSF
Year Ten	\$29.22 per RSF multiplied by 17,887 RSF

² Original Tenant Improvements of \$820,141.18 are amortized at a rate of ZERO (0) percent per annum over 10 years (\$4.585124 per RSF) multiplied by 17,887 RSF.

³ Additional Tenant Improvements of \$425,457.04 are amortized at a rate of SEVEN (7) percent per annum over 10 years (\$3.314083 per RSF) multiplied by 17,887 RSF.

⁴ Operating Costs rent calculation: \$11.1207 per RSF multiplied by 17,887 RSF.

⁵ Building Specific Amortized Capital (BSAC) of \$25,802.34 are amortized at a rate of ZERO (0) percent per annum over 10 years (\$0.144252 per RSF) multiplied by 17,887 RSF.

J. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first TEN (10) months of the Lease. The value of the free rent is established as \$600,706.20. The Lessor has offered, and the Government has accepted, the use of \$502,477.20 to fund Tenant Improvements. In addition, under the provisions of Lease **Paragraph 7.03 MOVE COSTS**, the Government is electing to waive a portion of the free rent in consideration of the Lessor providing move services to the Government. The scope of these move services is set forth in Attachment 1 to this Lease Amendment. The value of these move services is \$98,229.12.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

- A. Carpenter/Robbins Commercial Real Estate, 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 Carpenter/Robbins Commercial Real Estate, 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 rent shall commence with the first month of the rental payments and continue until the credit has been fully 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 One (1) Rental Payment \$65,010.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month Two (2) Rental Payment \$65,010.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month Three (3) Rental Payment \$65,010.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

- A. The Tenant Improvements Allowance (TIA) for purposes of this Lease is increased to \$1,344,479.51. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. Per this Lease Amendment, a Notice to Proceed is being issued that includes the use of the original TIA of \$820,141.18, which will be amortized in the rent over the ten (10) year Firm Term of this Lease at an annual interest rate of ZERO (0) percent and the increased TIA of \$425,457.04 which will be amortized in the rent over the ten (10) year Firm Term of this Lease at an annual interest rate of seven (7) percent. The remaining available balance of the TIA is \$98,881.49, which is available to the Government at 7% interest.

Original Lease Tenant Improvement Allowance at an interest rate of 0%:	\$ 820,141.18
<u>Additional TI allowance added per this LA1 at an interest rate of 7%:</u>	<u>\$ 524,338.33</u>
Total TI Allowance per this LA1:	\$1,344,479.51

- B. A Notice to proceed is hereby issued for the build out of the [REDACTED] agency space located at 35 North Lake, Pasadena in the amount of \$1,245,598.22 (including Lessor fee). The Government approves the TI construction costs and Lessor fees in the following:

Total Construction cost per the TICS table attached "Exhibit B":	\$1,748,075.42
Total rent concession used towards buildout of the [REDACTED] Space:	\$ -600,706.32
Cost of move services:	<u>\$ 98,229.12</u>
Final NTP cost owed to the Lessor for the construction:	\$1,245,598.22

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

INITIALS: YCW LESSOR VJK GOV'T