

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-07B-17113
ADDRESS OF PREMISES: 20760 North US Highway 281 San Antonio, TX 78258-7501	PDN Number: PS <u>0033503</u>

THIS AMENDMENT is made and entered into between **PBC Acquisitions II, LLC**

whose address is: 185 Berry Street, Suite 1200
San Francisco, California 94107

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease by issuing a Notice to Proceed.

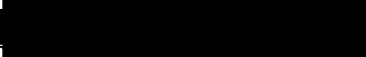
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

- 1) To provide a Notice to Proceed and provide for an anticipated date of completion; and
- 2) To establish the total costs of the Tenant Improvements(TI) and Building Specific Amortized Capital (BSAC); and
- 3) To restate the TI and BSAC Allowance as stated in the Lease Agreement; and
- 4) To provide for method of payment of the total TI and BSAC; and
- 5) All other terms and conditions of the lease shall remain in full force and effect.

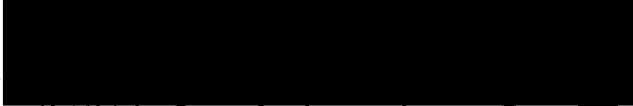
This Lease Amendment contains 2 pages plus Exhibit A.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

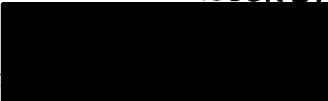
FOR THE LESSOR:

Signature: 
 Name: Cyrus Sanandaji
 Title: Authorized Representative
 Entity Name: PBC Acquisitions II, LLC
 Date: 11.02.2015

FOR THE GOVERNMENT:

Signature: 
 Name: Pearl Summers-Garza
 Title: Lease Contracting Officer
GSA, Public Buildings Service, Region 7
 Date: 11-18-15

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Kabir Seth
 Title: Acquisitions
 Date: 11.02.2015

1.) Upon this Lease Amendment (LA) being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed (NTP) on the Tenant Improvements including BSAC for the above referenced lease. The anticipated date of completion of all the TIs and BSAC and acceptance by the Government is 120 working days effective as of the date of this lease amendment.

2.) The Government and the Lessor have agreed that the total TI and BSAC cost shall be \$5,013,729.00 per the TICS Table in Exhibit A. The total TI and BSAC cost of \$5,013,729.00 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 costs on or before the anticipated date of completion.

3.) Per the Lease Agreement, the Tenant Improvement Allowance is \$1,301,834.40 and the Building Specific Amortized Capital Allowance is \$41,765.00. The TI Allowance shall be amortized over the first ten (10) years of the term at an interest rate of 5.75%. The BSAC Allowance shall be amortized over the first ten (10) years of the term at an interest rate of 0.00%. The total amount of the TI and BSAC Allowances to be amortized is \$1,343,599.40. The Government retains the right to buy-down all or a portion of the allowances.

4.) The Government shall pay for a portion of the total TI and BSAC cost by amortizing \$1,343,599.40 as stated in paragraph 3 above, monthly in arrears and at acceptance of the space. All or a portion of the remaining balance of \$3,670,129.60 [\$5,013,729.00 (Total TI and BSAC cost) – \$1,301,834.40 (TI amortized) – \$41,765.00 (BSAC amortized) = \$3,670,129.60] may be paid by lump-sum, in which case, the amortized portions of the rent shall be adjusted accordingly upon the completion and acceptance by the Government of the TIs and BSAC on a subsequent Acceptance Lease Amendment.

Upon the completion of the TI and BSAC 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 Acceptance Lease Amendment. The subsequent Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSAC cost (if any) and the amount of the total lump-sum payment.

Upon acceptance of the TIs 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 items delivered. The invoice shall reference the number **PS 0033503** 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 at FW-PaymentSearch.finance@gsa.gov or 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 Lease Contracting Officer at the following email address at Pearl.Summers-Garza@gsa.gov.

5.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

KCS
LESSOR

&

PS-G
GOV'T