

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 5</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO. GS-07B-17113</b>
<b>ADDRESS OF PREMISES: 20760 North U.S. Highway 281 San Antonio, TX 78258-7501</b>	<b>PDN Number: PS0033503</b>

**THIS AGREEMENT**, made and entered into this date by and between PBC Acquisitions II, LLC

whose address is: 1160 Battery Street, Suite 250  
San Francisco, CA 94111-121

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

**WHEREAS**, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is to accept the leased premise as substantially complete. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the signature hereof by both parties and delivered, as follows:


- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Re-state the expiration of the firm term of the lease; and
- 4.) Establish the square footages of the leased space; and
- 5.) Provide the annual rental schedules and amounts; and
- 6.) Establish the Governments' Percentage of Occupancy for Property Tax purposes; and
- 7.) Establish the Common Area Factor; and
- 8.) To provide for the payment of the Tenant Improvements; and
- 9.) To state the Broker Commission and the Commission Credit; and
- 10.) All other terms and conditions are in full force and effect.

See Attached

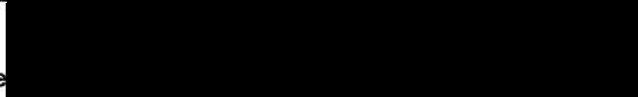
This Lease Amendment contains 3 pages.

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

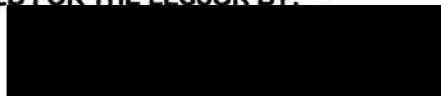
**FOR THE LESSOR:**

Signature:   
Name: CYRUS SHAWINDRA  
Title: AUTHORIZED REPRESENTATIVE  
Entity Name: PBC Acquisitions II, LLC  
Date: 9/8/16

**FOR THE GOVERNMENT:**

Signature:   
Name: Pearl Summers-Garza  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 9-9-16

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: CLARE SETH  
Title: ACQUISITION  
Date: 9/8/2016

- 1.) The tenant improvements have been *substantially* completed and the Government accepts the leased premise on August 1, 2016. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", *Punch list items* of this lease amendment have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies within 10 calendar days of the effective date of this lease amendment. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in Attachment "A" of this lease amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action have been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.
- 2.) The Commencement Date of the rental on the demised premise shall be August 1, 2016 and shall expire on July 31, 2031, subject to the termination rights set forth in the lease.
- 3.) The firm term of the lease expires on July 31, 2026.
- 4.) The total leased premise square footage shall be 40,000 Rentable Square Feet (RSF) yielding 36,827 ANSI/BOMA Office Area (ABOA).

- 5.) The Government shall pay the Lessor annual rent as follows:

*31 (KCS) PSE*

From August 1, 2016 through July 31, 2021, the total annual rental shall be \$940,802.19 at the rate of \$78,400.18 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$544,400.00, annual Operating Costs of \$220,744.07 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$171,481.62, and annual Building Specific Amortized Capital (BSAC) amortization of \$4,176.50.

From August 1, 2021 through July 31, 2026, the total annual rent shall be \$1,014,402.19 at the rate of \$84,533.52 per month in arrears. The total annual rent consists of Shell Rent of \$618,000.00 and Operating Costs of \$220,744.07 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$171,481.62, and annual Building Specific Amortized Capital (BSAC) amortization of \$4,176.50.

From August 1, 2026 through July 31, 2031, the total annual rent shall be \$912,344.07 at the rate of \$76,028.67 per month in arrears. The total annual rent consists of Shell Rent of \$691,600.00 and Operating Costs of \$220,744.07 plus annual Operating Cost adjustments. There are no annual Tenant Improvement or BSAC costs.

- 6.) The Governments' Percentage of Occupancy for Property Tax Reimbursement purposes shall be 65.04% ((40,000 RSF (leased premise) / 61,500 RSF (Building total RSF) X 100).
- 7.) The Common Area Factor shall be 1.08616%
- 8.) The Lessor and the Government agree that the total cost of all improvements paid for by the Government is \$5,011,719.57. The Tenant Improvement Allowance is \$1,301,834.40 and the BSAC Allowance is \$41,765.00.

The Government shall pay for the total TI and BSAC cost of \$5,011,719.57 by amortizing an amount of \$1,343,599.40 [\$1,301,834.40 TI Allowance + 41,765.00 BSAC Allowance (the amortized allowances)] in the rent monthly for the firm term of the lease and more specifically the first ten (10) years of the lease term, in arrears, at five percent (5.75%) interest rate for the Tenant Improvement Allowance and zero percent (0.00%) for the BSAC. The remaining balance of \$3,668,120.17 [\$5,011,719.57 (total cost of TI and BSAC) - \$1,343,599.40 (TI and BSAC amortized allowances) = \$3,668,120.17] shall be paid by a lump-sum payment.

After acceptance of the leased premise by the Government, the Lessor may submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS0033503** 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 800-676-3690.

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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

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following email address at Pearl.Summers-Garza@gsa.gov

9.) 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 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 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.

Notwithstanding the "Rent and Other Consideration" paragraph of the 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 \$78,400.18 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$78,400.18 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$78,400.18 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Month 4 Rental Payment \$78,400.18 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

Month 5 Rental Payment \$78,400.18 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

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

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