

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 2  TO LEASE NO. GS-07B-17113
ADDRESS OF PREMISES:  20760 NORTH U.S. HIGHWAY 281 SAN ANTONIO, TX 78258-7501	PDN Number <u>N/A</u>

THIS AMENDMENT is made and entered into between

PBC ACQUISITIONS II, LLC

whose address is: 185 BERRY STREET, SUITE 1200  
SAN FRANCISCO, CA 94107

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

WHEREAS, the parties hereto desire to amend the above Lease.

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 execution by the Government as follows:

1. To add LEED language to the Lease and the addition of a new storefront/entry/facade; and
2. To revise the DID and CD requirements; and
3. To address the total costs of the addition of the LEED-CI and the entryway of the building (storefront);
4. To update the Lessor's principal place of business; and
5. All other terms and conditions of the lease shall remain in full force and effect.

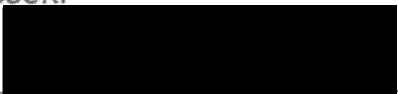
See Attached

This Lease Amendment contains 3 pages.

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


FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature:   
Name: Cyrus Sanandaji  
Title: Authorized Representative  
Entity Name: PBC Acquisitions II, LLC  
Date: 11.07.2014

Signature:   
Name: Pearl Summers-Garcia  
Title: Senior Lease Contracting Officer  
GSA, Public Buildings Service, Region 7  
Date: 11/10/14

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: JEIL M. MILLER  
Title: AUTHORIZED REPRESENTATIVE  
Date: 11.7.14

1. The following paragraphs are hereby added to the lease:

3.51 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) (DEC 2010)

A. INTENTIONALLY DELETED

B. INTENTIONALLY DELETED

C. The tenant space must meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) Certified level at a minimum. The successful Lessor, at the Government's expense, shall obtain certification from the U.S. Green Building Council (USGBC) within 9 months of project occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the LEED®-CI Reference Guide at <http://www.iccsafe.org>. At completion of LEED® documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED®-Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED®-Online workspace during design and through the term of the Lease.

D. Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve LEED® certification, the Government shall implement a corrective action program to achieve LEED® certification and deduct its costs (including administrative costs) from the rent.

E. Any building shell modifications necessary for the space to meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors), certification by the U.S. Green Building Council, shall be noted and incorporated into the Construction Drawings and shall be included as part of the Tenant Improvement (TI) costs. The Lessor must coordinate any such requirements to meet LEED®-CI Certified level for the TI's with the building shell.

F. The parties agree to allow the addition of branding, through the use of imagery, signage, and façade modifications to achieve a mutually agreeable entryway to the facility, which shall be included as part of the Tenant Improvement (TI) costs. The Government shall provide some examples of other facility facades and the Lessor agrees to design, provide a rendering, negotiate, and install a mutually agreeable entryway at the sole cost of the Government.

2. In accordance with Lease Paragraphs 4.01(A) and (B), the Government was responsible for preparing Design Intent Drawings (DID's). The parties agree that the DID's submitted by the Government did not capture all of the requirements in Lease Paragraph 4.01(B). In lieu of a complete DID package in accordance with Lease Paragraph 4.01(B), the parties hereby agree to the following:

- a. The Government provided a conceptual layout to the Lessor, dated July 9, 2014, which is attached hereto as Exhibit "A".
- b. In accordance with Lease Paragraph 4.01(D)(1), the Lessor shall submit 50% Construction Documents (CD's). Said 50% CD's shall be deemed approved by the Government and shall become the 100% DID's in lieu of the DID's described in Lease Paragraph 4.01(B). The Government's review time for the 100% DID's (captured as 50% CDs) shall be increased from 10 working days to 15 working days.
- c. Design shall continue with 90% CDs as described in Lease Par. 4.01(D)(2), except that the Government's review time for the 90% CDs shall be increased from 10 working days to 15 working days from receipt of the 90% CDs from the Lessor. In addition, the Government's review time for the 100% CD's shall be increased from 5 working days to 10 working days from receipt of the 100% CDs from the Lessor.

3. The parties agree that the Lessor has estimated the property tax amount for the entire building, after the Government occupies the space and the tax authority has fully assessed the property as defined in paragraph 2.06 - Real Estate Tax Adjustment (AUG 2011), to be in the amount of \$127,321.00. The Government occupies 65.04% of the entire building which equates to a tax liability to the Government of \$82,809.58 or \$2.07/RSF (\$83,809.58 / 40,000 RSF) which is already in the awarded Shell Rental Rate. Additionally, for informational purposes, the parties agree that the Property Tax Statement for the entire building for 2014 is in the amount of \$74,619.23.

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Due to the changes that the Government has requested by and through "Paragraph 30 – Changes (MAR 2013)," that were made after award, the Government acknowledges that the Tax Amount estimated by the Lessor (\$127,321.00) may not be large enough to cover the increased assessment caused by the addition of the LEED-CI and Entryway/Façade/Storefront changes. It is understood between the parties that upon the Lessor's receipt of the full tax assessment from the Bexar County Tax Assessor, that the Government and the Lessor shall negotiate a fair and reasonable increase to the Tax Adjustment based on the increase in taxes over the estimated \$127,321.00 tax amount, if required.

The Tax Adjustment shall include the difference (delta) between the cost of the Tenant Improvements *without* the LEED and the Entryway/Façade/Storefront enhancements and the cost of the Tenant Improvements with the LEED and Entryway/Façade/Storefront enhancements multiplied by the applicable tax rate, if the tax statement amount is over \$127,321.00.

4. The first page of the Lease is hereby amended to change the Lessor's principal place of business from 207 King Street, #300, San Francisco, CA 92107 to 185 Berry Street, Suite 1200, San Francisco, CA 94107.
5. All other terms and conditions shall remain in full force and effect.

INITIALS:

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