

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01
	TO LEASE NO. GS-09P-LAZ03297
ADDRESS OF PREMISES CITY SQUARE 4000 N CENTRAL AVENUE PHOENIX, AZ 85012-1959	PDN Number: N/A

THIS AMENDMENT is made and entered into between

AG-POP CS 3838 Owner, LLC

whose address is: 4105 Sorrento Valley Boulevard
San Diego, CA 92121

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 establish beneficial occupancy, state the effective date of the lease, and re-state the annual rent.

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 October 5, 2015 as follows:

Lease paragraphs "Lease Term" and 1.03 are deleted in their entirety and the following are substituted therefore:

"LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning October 5, 2015 and continuing through October 4, 2030, subject to termination and renewal rights as may be hereinafter set forth."


This Lease Amendment contains two (2) pages.

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

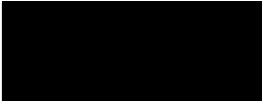
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

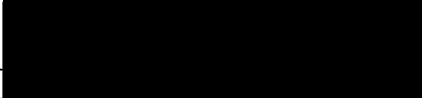
AG-POP CS 3838 OWNER, LLC, a Delaware limited liability company
By: Parallel Capital Partners LP, a Delaware limited partnership, its authorized agent
By: Parallel Capital Partners Inc., a California corporation, its general partner

Signature: 
Name: MICHAEL BUTCH
Title: CFP
Entity Name: Parallel Capital Partners
Date: 9/28/2015

FOR THE GOVERNMENT:

Signature: 
Name: Walker
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10/01/2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: Leasing Manager
Date: 9/28/2015

“1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

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

	FIRM TERM (OCTOBER 5, 2015 – MAY 4, 2016) ⁴	FIRM TERM (MAY 5, 2016 – OCTOBER 4, 2025)	NON FIRM TERM (OCTOBER 5, 2025 – OCTOBER 4, 2030)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$0.00	\$33,005.25	\$37,390.65
TENANT IMPROVEMENTS RENT ²	\$0.00	\$ 1,315.20	\$ 0.00
OPERATING COSTS ³	\$0.00	\$14,693.10	\$14,693.10
TOTAL ANNUAL RENT	\$0.00	\$49,013.55	\$52,083.75

¹Shell rent calculation:

(Firm Term) \$15.05 per RSF multiplied by 2,193 RSF

(Non Firm Term) \$17.05 per RSF multiplied by 2,193 RSF

²The Tenant Improvement Allowance of \$13,152.00 is amortized at a rate of 0.0 percent per annum over 10 years.

³Operating Costs rent calculation: \$6.70 per RSF multiplied by 2,193 RSF

⁴The full service rent (including Shell Rent, Tenant Improvements Rent, and Operating Costs) shall be abated during Months 1 – 7 of the lease term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 2,012 ABOA SF based upon the methodology outlined under the “Payment” clause of GSA Form 3517.

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor’s Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled “The Premises.”

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED”

INITIALS:  & 
LESSOR GOVT