

LEASE AMENDMENT	LEASE AMENDMENT No. 2
	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 establish the Lease Term Commencement date, 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:

I. The LEASE TERM Paragraph on page one of the Lease is hereby deleted in its entirety and replaced with the following:


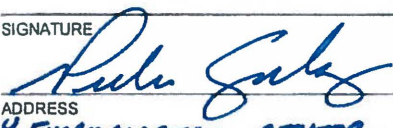
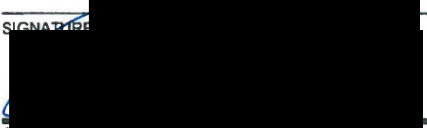
"LEASE TERM

To Have and to Hold the said Premises with its appurtenances for the term beginning November 1, 2017 through October 31, 2027."

This Lease Amendment contains 3 pages

Continued on Page 2

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 	NAME OF SIGNER Focio Carbajal Lease Contracting Officer

II. Paragraph 1.03 RENT AND OTHER CONSIDERATIONS Subparagraph A, is hereby deleted in its entirety and replaced with the following:

"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:

	Firm Term Year One	Firm Term Year Two	Firm Term Year Three	Firm Term Year Four	Firm Term Year Five
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent <sup>1</sup>	\$ 437,337.15	\$ 446,101.78	\$ 455,045.28	\$ 464,167.65	\$ 473,468.89
Original Tenant Improvements Rent <sup>2</sup>	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12
Additional Tenant Improvement Rent <sup>3</sup>	\$ 72,336.06	\$ 72,336.06	\$ 72,336.06	\$ 72,336.06	\$ 72,336.06
Operating Costs <sup>4</sup>	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96
Building Specific Amortized Capital (BSAC) <sup>5</sup>	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23
Total Annual Rent <sup>6</sup>	\$ 793,183.52	\$ 801,948.15	\$ 810,891.65	\$ 820,014.02	\$ 829,315.26

	Firm Term Year Six	Firm Term Year Seven	Firm Term Year Eight	Firm Term Year Nine	Firm Term Year Ten
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent <sup>1</sup>	\$ 482,770.13	\$ 492,429.11	\$ 502,266.96	\$ 512,462.55	\$ 522,658.14
Original Tenant Improvements Rent <sup>2</sup>	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12	\$ 82,014.12
Additional Tenant Improvement Rent <sup>3</sup>	\$ 72,336.06	\$ 72,336.06	\$ 72,336.06	\$ 72,336.06	\$ 72,336.06
Operating Costs <sup>4</sup>	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96	\$ 198,915.96
Building Specific Amortized Capital (BSAC) <sup>5</sup>	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23	\$ 2,580.23
Total Annual Rent <sup>6</sup>	\$ 838,616.50	\$ 848,275.48	\$ 858,113.33	\$ 868,308.92	\$ 878,504.51

<sup>1</sup> 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

<sup>2</sup> The original Tenant Improvement allowance of \$820,141.18 is amortized at the rate of ZERO (0%) percent per annum over ten (10) years.

<sup>3</sup> The additional Tenant Improvement allowance of \$519,170.11 is amortized at the rate of SEVEN (7%) percent per annum over ten (10) years.

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

<sup>5</sup> 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.

<sup>6</sup> Calculations for each cost component used six decimal points, and Annual Rents above were rounded down to two decimal places.

III. Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015) is hereby deleted in its entirety and replaced with the following:

**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 \$66,098.63 minus prorated Commission Credit of \$ [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month Two (2) Rental Payment \$66,098.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month Three (3) Rental Payment \$66,098.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

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

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