| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDINGS SERVICE<br><br>LEASE AMENDMENT | LEASE AMENDMENT No. 5<br><br>TO LEASE NO. GS-09P-LCA03411 |
|---|---|
| ADDRESS OF PREMISES<br><br>550 Kearny Street<br>San Francisco, CA 94108-2527 | |

**THIS AMENDMENT** is made and entered into between

550 Kearny Street, LLC, a Delaware limited liability company,

whose address is: c/o Brickman Capital, 712 Fifth Avenue, 6th Floor, New York, NY 10019-9108

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 memorialize the Tenant Improvement lump sum reimbursement.

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 of the Government as follows:

**Paragraph 7.06 is hereby replaced in its entirety with the following:**

**"7.06 TENANT IMPROVEMENT BALANCE**

The total cost for Tenant Improvements is increased from the Lease Amendment 3 amount of $1,423,995.00 to the not to exceed amount of $1,512,962.00 as shown on Tenant Improvement cost breakdown attached as Exhibit A to Lease Amendment 5. $499,896.00 of the total amount is amortized into the in accordance with Lease Amendment 4. The initial 4 months of the Tenant Improvement Rent are free to the Government as a rent concession. The Government hereby orders the increased lump sum balance of $88,967.00. The total lump sum balance ordered is not to exceed $1,013,066.00.

Upon completion, inspection, and acceptance of space, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount not to exceed $1,013,066.00 shall be submitted via the GSA Finance website at: https://finance3.gsa.gov/webVendors/.

This Lease Amendment contains 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:**

Signature: [redacted]
Name: Doug Barnes
Title: Vice President
Entity Name: 550 Kearny Street LLC
Date: 6/1/17

**FOR THE GOVERNMENT:**

Signature: [redacted]
Name: James Phillipsborn
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/7/2017

**WITNESSED FOR THE LESSOR BY:**

Signature: [redacted]
Name: Monica Markowitz [redacted]
Title: IT Mgr/CO
Date: 6/1/17

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at james.philliposian@gsa.gov.

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Lease Amendment)"

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

INITIALS: _____ & _____
LESSOR GOV'T