

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
ADDRESS OF PREMISES 455 MARKET STREET SAN FRANCISCO, CA 94105-2499	LEASE NO. GS-09P-LCA03455 PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **LEGACY 455 MARKET STREET L.P.**

whose address is: 455 MARKET STREET, SUITE 1000
SAN FRANCISCO, CA 94105-2484

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, to modify square footage for addition of server room, to reconcile tenant improvements and change orders, and to replace the floor plan with the revised floor plan including square footage for the server room.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, **effective May 9, 2017** as follows:

EXHIBIT A, FLOOR PLAN, as shown in Section 1.07, DOCUMENTS INCORPORATED IN THE LEASE (APR 2015), of the Lease is hereby deleted and replaced with the updated "Exhibit A – Floor Plan", that consists of one (1) page and is attached hereto.

Paragraphs 1.01 Part A, 1.03 Parts A - C, 1.04, 1.05, 1.07, and 1.08 are hereby deleted in their entirety and replaced below.

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. **Office and Related Space:** **16,333** rentable square feet (RSF), yielding **12,846** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **6th** floor and known as Suite **600** of the Building, as depicted on the floor plan attached hereto as **Exhibit A**.

(continued on next page)

This Lease Amendment contains 4 pages, Exhibit A to the Lease (1 page), and Exhibit 1 to Paragraph 1.08 (1 page).

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: _____
 Name: Scott Mullen
 Title: Director
 Entity Name: Legacy 455 Market L.P.
 Date: 5/25/17

FOR THE GOVERNMENT:

Signature: _____
 Name: GABRIEL SHUKEN
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 6/8/17

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Matthew L. Wilson
 Title: Executive Director
 Date: 5/25/17

1.03 RENT AND OTHER CONSIDERATION (APR 2015)

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

PERIOD		SHELL RENT ¹ (ANNUAL RENT)	TENANT IMPROVEMENTS RENT ² (ANNUAL RENT)	OPERATING COSTS ³ (ANNUAL RENT)	PARKING ⁴ (ANNUAL RENT)	TOTAL ANNUAL RENT
05/09/2017 05/08/2018	-	\$762,501.73	\$103,563.20	\$225,752.75	\$15,900.00	\$1,107,717.68
05/09/2018 05/08/2019	-	\$762,501.73	\$103,563.20	\$232,525.34	\$15,900.00	\$1,114,490.27
05/09/2019 05/08/2020	-	\$762,501.73	\$103,563.20	\$239,501.10	\$15,900.00	\$1,121,466.03
05/09/2020 05/08/2021	-	\$762,501.73	\$103,563.20	\$246,686.14	\$15,900.00	\$1,128,651.07
05/09/2021 05/08/2022	-	\$762,501.73	\$103,563.20	\$254,086.72	\$15,900.00	\$1,136,051.65
05/09/2022 05/08/2023	-	\$880,348.70	\$103,563.20	\$261,709.33	\$18,300.00	\$1,263,921.22
05/09/2023 05/08/2024	-	\$880,348.70	\$103,563.20	\$269,560.60	\$18,300.00	\$1,271,772.50
05/09/2024 05/08/2025	-	\$880,348.70	\$103,563.20	\$277,647.41	\$18,300.00	\$1,279,859.31
05/09/2025 05/08/2026	-	\$880,348.70	\$103,563.20	\$285,976.85	\$18,300.00	\$1,288,188.75
05/09/2026 05/08/2027	-	\$880,348.70	\$103,563.20	\$294,556.15	\$18,300.00	\$1,296,768.05
05/09/2027 05/08/2028	-	\$1,134,816.84	\$0.00	\$303,392.82	\$21,000.00	\$1,459,209.66
05/09/2028 05/08/2029	-	\$1,134,816.84	\$0.00	\$312,494.60	\$21,000.00	\$1,468,311.44
05/09/2029 05/08/2030	-	\$1,134,816.84	\$0.00	\$321,869.45	\$21,000.00	\$1,477,686.29
05/09/2030 05/08/2031	-	\$1,134,816.84	\$0.00	\$331,525.54	\$21,000.00	\$1,487,342.38
05/09/2031 05/08/2032	-	\$1,134,816.84	\$0.00	\$341,471.30	\$21,000.00	\$1,497,288.14

Rental Rate Summary Table

PERIOD		SHELL RENT (\$/RSF)	TENANT IMPROVEMENT RENT (\$/RSF)	OPERATING RENT (\$/RSF)	PARKING RENT (\$/RSF)
05/09/2017 05/08/2018	-	\$46.684732	\$6.340733	\$13.821879	\$0.973489
05/09/2018 05/08/2019	-	\$46.684732	\$6.340733	\$14.236536	\$0.973489
05/09/2019 05/08/2020	-	\$46.684732	\$6.340733	\$14.663632	\$0.973489
05/09/2020 05/08/2021	-	\$46.684732	\$6.340733	\$15.103541	\$0.973489
05/09/2021 05/08/2022	-	\$46.684732	\$6.340733	\$15.556648	\$0.973489
05/09/2022 05/08/2023	-	\$53.900000	\$6.340733	\$16.023347	\$1.120431
05/09/2023 05/08/2024	-	\$53.900000	\$6.340733	\$16.504047	\$1.120431

INITIALS:

LESSOR

&

GOV'T

05/09/2024 05/08/2025	-	\$53.900000	\$6.340733	\$16.999168	\$1.120431
05/09/2025 05/08/2026	-	\$53.900000	\$6.340733	\$17.509144	\$1.120431
05/09/2026 05/08/2027	-	\$53.900000	\$6.340733	\$18.034418	\$1.120431
05/09/2027 05/08/2028	-	\$69.480000	\$0.000000	\$18.575450	\$1.285741
05/09/2028 05/08/2029	-	\$69.480000	\$0.000000	\$19.132713	\$1.285741
05/09/2029 05/08/2030	-	\$69.480000	\$0.000000	\$19.706695	\$1.285741
05/09/2030 05/08/2031	-	\$69.480000	\$0.000000	\$20.297896	\$1.285741
05/09/2031 05/08/2032	-	\$69.480000	\$0.000000	\$20.906833	\$1.285741

¹Shell Rent calculation: Summarized in Rental Rate Summary Table above

²Tenant Improvements in the amount of \$711,319.33 are amortized at a rate of 8.0 percent per annum over the remaining firm term of the Lease.

³Operating Costs calculation: Summarized in Rental Rate Summary Table above

⁴Parking Costs calculation: Summarized in Rental Rate Summary Table above

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **DTZ AMERICAS, INC. d/b/a Cushman & Wakefield U.S., 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 **DTZ AMERICAS, INC. d/b/a Cushman & Wakefield U.S., 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:

June 2017 Rental Payment \$92,309.81 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted June 2017 Rent.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in parts, at any time after May 8, 2027, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN(S)	2	B
SECURITY REQUIREMENTS	4	C
GSA FORM 3517B, GENERAL CLAUSES	46	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	11	E

INITIALS:

J.M.
LESSOR

&

RB
GOVT

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

Tenant Improvements in the amount of **\$711,319.33** (inclusive of all approved change orders as documented in Exhibit 1 to Lease Paragraph 1.08, which is attached hereto) are amortized at a rate of **8.0** percent per annum over the Firm Term.

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

INITIALS: *J.M.* LESSOR & *95* GOV'T