

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3  TO LEASE NO. GS-09B-03110
ADDRESS OF PREMISES 995 Hardt Street San Bernardino, California 92408	PDN Number:

THIS AMENDMENT is made and entered into between NMSBPCSLDHB, a California Limited Partnership

whose principal place of business is: 340 University Avenue, Floor 1  
Los Gatos, California 95030-6000

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, replace the broker commission credit paragraph, and settle a claim in the amount of \$279,544.19 for delay.

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:

A. The Lease paragraph starting with "TO HAVE AND TO HOLD" is deleted in it's entirety and replaced with the following:

"TO HAVE AND TO HOLD the Premises with their appurtenances for a total term of fifteen (15) years beginning on March 19, 2014 through March 18, 2029, inclusive; along with any applicable termination and renewal rights. The total lease term is for fifteen (15) years firm."

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This Lease Amendment contains 2 pages.

All [redacted] in force and effect.  
IN W [redacted] names as of the below date.

FO [redacted] FOR THE GOVERNMENT

Signature: [redacted] Name: <u>Robert G. Anderson / member of firm</u> Title: <u>General Facility Support Director / member of firm</u> Entity Name: <u>NMSBPCSLDHB, a California Limited Partnership</u> Date: <u>4/16/14</u>	Signature: [redacted] Name: _____ Title: <u>Lease Contracting Officer</u> <u>GSA, Public Buildings Service,</u> Date: <u>4/29/14</u>
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WITNESSED BY [redacted]

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 4/16/14

**B. Section 1.04 of the Lease is deleted in its entirety and replaced with the following:**

**1.04 BROKER COMMISSION AND COMMISSION CREDIT:**

A. Jones Lang LaSalle (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 Jones Lang LaSalle 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. The "Commission Credit" of [REDACTED] will be reduced by the delay claim amount of [REDACTED]. The resulting "Commission Credit" is hereby reduced to [REDACTED].

C. 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 1 Rental Payment \$116,937.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.\*

Month 2 Rental Payment \$116,937.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.\*

Month 3 Rental Payment \$116,937.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.\*

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

**Paragraph 7.05 is hereby added to the Lease as follows:**

**C. CLAIM SETTLEMENT**

In exchange for the reduction in Commission Credit reflected in part B of this Amendment, Lessor, its successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges the Government from any and all liabilities, obligations, damages, actions, suits, rights, demands, costs (including, but not limited to attorneys fees and interest), losses, debts and expenses actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected, which the Lessor, or any related person or entity, now has, owns, or holds or claims to have, own or hold, or which the Lessor at any time hereinafter may have against the Government, arising under or relating to delays occurring prior to the commencement of the lease term."

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

INITIALS: [Signature] & [Signature]  
LESSOR GOV'T