

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17136
ADDRESS OF PREMISES 149 W. 18 <sup>TH</sup> STREET, LAKE CHARLES, LA 70601-0709	PDN Number: PS0027955

**THIS AMENDMENT** is made and entered into between **PBV III, LLC**

whose address is: **1801 AVENUE OF THE STARS, SUITE 150, LOS ANGELES, CA 90067**

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 provide the Notice to Proceed for the Tenant Improvements.

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 full execution of this Lease Amendment, as follows:

- 1) To provide for a Notice to Proceed with the Tenant Improvements and provide for an anticipated date of completion; and
- 2) To provide the total cost of the Tenant Improvements; and
- 3) To provide for the method of payment of the total Tenant Improvement cost.

See attached.

This Lease Amendment contains 3 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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: PBV III, LLC  
Date: 12.24.2013

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: Kristine DeLorto  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: January 13, 2014

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: Kabir Seth  
Title: Acquisitions Associate, PBV III  
Date: 12.24.2013

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with the construction of the Tenant Improvements (TI). The anticipated date of completion of all the Tenant Improvements is on or before 60 working days from the date of full execution and delivery of this Lease Amendment.

2.) The Government and the Lessor have agreed that the total cost of the TIs is **\$626,716.51**, as shown on the Tenant Improvement Cost Summary (TICS) attached as Exhibit A to this Lease Amendment No. 2. The TI cost includes all of the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI by the anticipated date of completion.

3.) The Government shall pay for a portion of the total TI Cost by amortizing \$300,157.81 over the first ten (10) years of the term, monthly in arrears, at an interest rate of 5.75%. All of the remaining balance of **\$326,558.70** [ $\$626,716.51$  (Total TI cost) –  $\$300,157.81$  (TI amortized) =  $\$326,558.70$ ] shall be paid by lump-sum.

Upon the completion of the TI and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and Building Specific Amortized Capital cost (if any).

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0027955** and shall be sent electronically to the GSA Finance Website at <https://www.finance.gsa.gov>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration  
ATTN: Contracting Officer  
819 Taylor Street, Room 5A18  
Fort Worth, TX 76102-6124  
817-978-4335

INITIALS:

KCS  
LESSOR

&amp;

Jed  
GOV'T