

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07P-LLA17136
ADDRESS OF PREMISES 149 W. 18 TH 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 execution by the Government of this Lease Amendment, as follows:

- 1.) To provide for a Notice to Proceed for Change Order # 1 and provide for an anticipated date of completion; and
- 2.) To change 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: 4.7.2014

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 4-17-14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Kabir Seth
Title: Acquisitions
Date: 4.7.2014

1.) Upon execution by the Government, the Lessor shall consider this a Notice to Proceed on the alterations required for Change Order # 1 as it relates to furnishing and installing (21) sliding 36" x 72" transaction windows in lieu of (21) 36" x 36" transaction windows as depicted in Exhibit "A" to this Lease Amendment. The total cost of the change order is [REDACTED]. The anticipated date of completion of all the Tenant Improvements (TI) is May 26, 2014.

2.) The Government and the Lessor have agreed that the total cost of the TI shall change from \$626,716.51 to [REDACTED] [\$626,716.51 + [REDACTED] = [REDACTED]]. The TI cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI costs covered by Change Order # 1 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 [REDACTED] [REDACTED] (Total TI cost) – \$300,157.81 (TI amortized) = [REDACTED] shall be paid by lump-sum upon substantial completion of the work by the lessor and acceptance of the work by the Government.

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 & Def
LESSOR GOVT