

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-08P-LUT14746
ADDRESS OF PREMISES 10138 South Jordan Gateway SOUTH JORDAN, UT 84095-3933	PDN Number: PS0032226

THIS AGREEMENT, made and entered into this date by and between **PBC Acquisitions III, LLC**

whose address is:

185 Berry Street
Suite 1200
San Francisco, CA 94107-1777

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 update rent, to reconcile tenant improvements and change orders, to update the Broker Commission and Commission Credit paragraph, and to buy down a portion of the tenant improvements via lump sum.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution of this LA as follows: Paragraphs LEASE TERM, 1.03 Part A, 1.04, and 1.05 are hereby deleted in their entirety and replaced below. Paragraphs 7.03 and 7.04 are hereby added to the Lease.

LEASE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term March 30, 2015 - March 29, 2030, subject to termination and renewal rights as are hereinafter set forth, to be used for such purposes as determined by GSA.

(Continued on next page)

This Lease Amendment contains 3 pages, Exhibit A to Paragraph 7.03 (1 page), and Exhibit B to Paragraph 7.03 (10 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: PBC Acquisitions III, LLC
Date: 7.7.2015

FOR THE

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: 7/15/15

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: 7.9.2015

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	SHELL RENT ¹	OPERATING COSTS ²	TI RENT ³	BSAC ⁴	TOTAL ANNUAL RENT
03/30/15 - 03/29/22	\$215,136.00	\$71,712.00	\$42,257.31	\$1,639.29	\$330,744.60
03/30/22 - 03/29/30	\$246,510.00	\$71,712.00	\$0.00	\$0.00	\$318,222.00

¹ Shell rent (Firm Term) calculation: \$21.51360 per RSF multiplied by 10,000 RSF
² Operating Costs shall be adjusted annually per Paragraph 2.09
³ TI costs in the total amount of \$243,042.44 have been amortized over 7 years at 5.75%
⁴ BSAC costs in the total amount of \$11,475.00 have been amortized over 7 years at 0.00%

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **DTZ AMERICAS, 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.** 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 fifth 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:

April 2015 Rental Payment \$27,562.05 minus Commission Credit of [REDACTED] equals [REDACTED] adjusted **April 2015 Rent**.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in parts, at any time after March 29, 2022, by providing not less than 60 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.

7.03 TENANT IMPROVEMENT ALLOWANCE/NOTICE TO PROCEED WITH TENANT IMPROVEMENTS

A. The Government has reviewed the Lessor's TI pricing in the total amount of \$649,975.33 and determined it to be fair and reasonable. Said amount includes all TI and BSAC costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work described in this lease. This LA memorializes the Government's Notice to Proceed for TIs in the total amount of \$649,975.33, to be paid in accordance with subparagraph B below.

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INITIALS: KCS & DH
 LESSOR & GOV'T

B.

TI PRICING / CO #	DESCRIPTION	AMOUNT	APPROVED VIA LA #	EXHIBIT
Initial NTP	Initial Construction Costs	\$532,216.00	LA #2	Exhibit A
CO 1	Bulletin #1 Changes	[REDACTED]	LA #2	Exhibit B
CO 2	Door Changes		LA #2	Exhibit B
CO 3	Monument Sign		LA #2	Exhibit B
CO 4	Double Door at DCR		LA #2	Exhibit B
CO 5	Additional Data and Outlets		LA #2	Exhibit B
CO 6	[REDACTED]		LA #2	Exhibit B
CO 7	Window Film		LA #2	Exhibit B
CO 8	Additional Patch Cords		LA #2	Exhibit B
CO 9	Miscellaneous		LA #2	Exhibit B
CO 10	Shutters		LA #2	Exhibit B
Total Construction Costs		\$649,975.33	LA #2	
TI Buy-Down via Lump Sum	To be paid per invoicing instructions in Paragraph 7.03	\$395,457.89	LA #2	
Total to Amortize as TIs	To be amortized at 5.75% over 84 months	\$243,042.44	LA #2	
Total to Amortize as BSAC	To be amortized at 0.00% over 84 months	\$11,475.00	LA #2	

C. Exhibit A to Paragraph 7.03 (Final TICS) (1 page)
 Exhibit B to Paragraph 7.03 (10 pages)

7.04 INVOICING INSTRUCTIONS

Upon completion of the space by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in Paragraph 7.03 B. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy copy to the Contracting Officer at the GSA Finance Office at the following address:

Invoice Address:
 General Services Administration
 PBS Payment Branch (BCFA)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Courtesy Copy Address:
 General Services Administration
 C/O Steven Vanderhuy, LCS
 One Denver Federal Center, Bldg 41
 Denver, CO 80225

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
- GSA PDN # PS0032226

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

INITIALS: KCS LESSOR & DJ GOVT