

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07P-LLA17136
<b>LEASE AMENDMENT</b>	
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

- 1.) To accept the Tenant Improvements as completed; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Establish the Common Area Factor; and
- 5.) Provide the annual rental amounts; and
- 6.) To state the Broker Commission and the Commission Credit; and
- 7.) To establish the rate for 24/7 HVAC for the DCR room; and
- 8.) To provide for the payment of 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 June 24, 2014, as follows.

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: \_\_\_\_\_  
Date: 7.2.2014

**FOR THE GOVERNMENT**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 7/25/2014

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: Kabir Seth  
Title: Acquisitions  
Date: 7.2.2014

- 1.) The Tenant Improvements have been completed and the Government accepts the leased premises on June 24, 2014.
- 2.) The Commencement Date of the lease shall be June 24, 2014 and shall expire on June 23, 2029, subject to termination and renewal rights as may be hereinafter set forth in the Lease.
- 3.) The leased premises square footage shall be 9,000 Rentable Square Feet (RSF) yielding 8,391 ANSI/BOMA Office Area (ABOA).
- 4.) The Common Area Factor in Paragraph 1.01 of the Lease shall be 7.25 percent, (9,000 RSF/8,391 ABOA).
- 5.) The Government shall pay the Lessor annual rent, on a monthly basis in arrears, according to the following schedule:

<b>June 24, 2014 – June 23, 2019</b>	
	<b>Annual</b>
Shell Rent	\$109,110.82
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$39,537.71
Operating Costs	\$50,318.18
Building Specific Amortized Capital	\$0
<b>Total Annual Rent</b>	<b>\$198,966.71</b>

<b>June 24, 2019 – June 23, 2024</b>	
	<b>Annual</b>
Shell Rent	\$125,875.66
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$39,537.71
Operating Costs	\$50,318.18
Building Specific Amortized Capital	\$0.00
<b>Total Annual Rent</b>	<b>\$215,731.55</b>

<sup>1</sup>The Tenant Improvement Allowance is amortized at a rate of 5.75 percent per annum over 10 years.

<b>June 24, 2024 – June 23, 2029</b>	
	<b>Annual</b>
Shell Rent	\$142,641.82
Tenant Improvements Rent	\$0
Operating Costs	\$50,318.18
Building Specific Amortized Capital	\$0
<b>Total Annual Rent</b>	<b>\$192,960.00</b>

Rent for a lesser period shall be prorated. Rent shall be made payable to:

PBV III, LLC  
1801 Avenue of the Stars, Suite 150  
Los Angeles, CA 90067

6.) The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego a portion of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph of the lease.

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

Notwithstanding Paragraph 5 of this Lease Amendment Number 5, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

Month 1 Rental Payment \$16,580.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> full Month's Rent.

Month 2 Rental Payment \$16,580.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> full Month's Rent.

Month 3 Rental Payment \$16,580.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> full Month's Rent.

Month 4 Rental Payment \$16,580.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> full Month's Rent.

Month 5 Rental Payment \$16,580.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> full Month's Rent.

7.) The charge for 24/7 HVAC for the DCR Room, (136 SF), is \$1,904.00 per annum, to be paid on a monthly basis in arrears at a rate of \$158.67 per month.

8.) The total cost of the Tenant Improvements is \$660,552.51. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$360,394.70. The remaining balance of the Tenant Improvement cost of \$300,157.81 shall be amortized monthly into the rent at the rate of five and three-quarters percent (5.75%) over the ten (10) year firm term of the lease as stated in paragraph 5 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS0027955** and shall be sent electronically to the GSA Finance Website at <http://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

The 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

INITIALS: KCS LESSOR & [Signature] GOV'T