

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	Lease Amendment No. 5
	To Lease No. GS-07P-LNM17327
LEASE AMENDMENT	
ADDRESS OF PREMISES FORMER CITY HALL BUILDING 200 NORTH CHURCH LAS CRUCES, NM 88011-3512	PDN Number: PS0036953

THIS AMENDMENT is made and entered into between PBC Acquisitions VI, LLC

whose address is: 1160 Battery Street, Suite 250
San Francisco, CA 94111-1216

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 a Notice To Proceed for Change Order no. 1 located in Exhibit 'A' and replace Section 3.22 CEILINGS

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:

- 1) You are hereby authorized to proceed with Change Order No. 1 attached as Exhibit 'A' in the total amount not to exceed [REDACTED]. Total cost includes all Lessor fees, overhead and profit. Per this Lease Amendment the Change Orders have been reviewed and found fair and reasonable.

You are hereby authorized to proceed with construction of tenant improvement for the following changes:

C/O #	Date	Description	Amount
1	01.31.2017	Re-direct Roof Drain in Room 123 – ADP Room	[REDACTED]
TOTAL			[REDACTED]

The total amount (lump sum payment) of [REDACTED] will be paid in a one-time lump sum payment to the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Officer or designated representative.

This Lease Amendment contains 17 pages including Exhibit "A" and Exhibit "B"

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.

<p>FOR THE LESSOR:</p> <p>Signature: [REDACTED]</p> <p>Name: K. Cyrus Sanandaji</p> <p>Title: Authorized Representative</p> <p>Entity Name: PBC Acquisitions VI, LLC</p> <p>Date: 2/1/17</p>	<p>FOR THE GOVERNMENT:</p> <p>Signature: [REDACTED]</p> <p>Name: Jeff Seria</p> <p>Title: Lease Contracting Officer GSA, Public Buildings Service</p> <p>Date: 2/2/2017</p>
<p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: [REDACTED]</p> <p>Name: Kabir Seth</p> <p>Title: Acquisitions</p> <p>Date: 2/1/17</p>	

Thus far, the total one time lump sum payment that will be paid to the Lessor upon substantial completion, inspection, and acceptance for PS0036953 is as follows:

Lease Amendment No.	Description	Amount
4	Notice To Proceed For Construction	
5	Change Order No. 1	
Total Lump Sum Payment		\$1,955,082.98

2) Section 3.22 CEILINGS is hereby deleted to its entirety and replaced with the following:

3.22 CEILINGS (SEP 2013)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical systems shall be furnished, installed, and coordinated with TIs.

- A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impeded traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

Although the minimum ceiling height shall be 9 feet and 0 inches throughout the Space the ceiling may be lowered in the following areas to accommodate a structural beam along grid line C of the Construction Documents:

1. Room 132 – 24 inch wide Gypsum board soffit at 8 feet and 0 inches
2. Room 133 – Gypsum board soffit at 8 feet and 0 inches
3. Room 153 – Ceiling to be dropped to 8 feet and 0 inches
4. Room 158 – 24 inch wide Gypsum board soffit at 8 feet and 0 inches

The above locations can also be found in Exhibit 'B' of this Lease Amendment

- B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs.
- D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternative equivalent is pre-approved by the LCO:
 1. Restrooms. Plastered or spackled and taped gypsum board
 2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.

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

3. Corridors and eating/galley areas. Plastered and spackled and taped board or mineral acoustical tile.

- 3) Regarding the lump sum payment for this project, please follow these instructions:

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy provided to the GSA Project Manager. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

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 PS0036953

A copy of the invoice must be provided to the Cindy Bartel, Project Manager at: cindy.bartel@gsa.gov

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

INITIALS: KCS & JB
LESSOR GOV'T
