

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 4
ADDRESS OF PREMISES: 20760 North US Highway 281 San Antonio, Texas 78258-7501	TO LEASE NO. GS-07B-17113  PDN Number: None needed for this Lease Amendment due to credits on the project

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

whose address is: 185 Berry Street, Suite 1200  
 San Francisco, California 94107

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease. The purpose of this lease amendment is to give a notice to proceed for the change orders listed below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment, as follows:


- 1) To provide for a Notice to Proceed for Change Orders (C/O) #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, and #12, and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC); and
- 3.) To provide for the method of payment of the total TI and BSAC; and
- 4.) All other terms and conditions of the lease shall remain in full force and effect.

See Attached


This Lease Amendment contains two (2) pages plus the exhibit pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

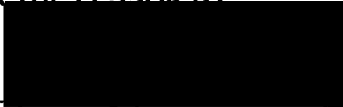
**FOR THE LESSOR:**

Signature:   
 Name: K. Cyrus Sanandaji  
 Title: PBC Acquisitions II, LLC  
 Entity Name: Authorized Representative  
 Date: 4.4.16

**FOR THE GOVERNMENT:**

Signature:   
 Name: Pearl Summers-Garza  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
 Date: 4/7/16

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Kabir Se  
 Title: Acquisitions  
 Date: 4.4.16

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change orders #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #12, as it relates to the construction and installations depicted in the scope of works provided in the attached Exhibit "A." The total cost of C/O #1 is [REDACTED] C/O #2 is [REDACTED] amount, C/O #3 is [REDACTED] amount, C/O #4 is [REDACTED] C/O #5 is a credit for [REDACTED] C/O #6 is [REDACTED] C/O #7 is zero (0) amount, C/O #8 is [REDACTED] C/O #9 is [REDACTED] amount, C/O #10 is a credit for [REDACTED] and C/O #12 is [REDACTED] amount. The total cost for all eleven (11) change orders is a credit of (\$2,009.43). The anticipated date of completion of all the TI change orders is on or before May 9, 2016.

2.) The Government and the Lessor have agreed that the total cost of the TI and BSAC shall change from \$5,013,729.00 to \$5,011,719.57 [ $\$5,013,729.00 + \text{C/O \#1 is [REDACTED]} + \text{C/O \#2 is [REDACTED]} + \text{C/O \#3 is [REDACTED]} + \text{C/O \#4 is [REDACTED]} - \text{C/O \#5 is a credit for [REDACTED]} + \text{C/O \#6 is [REDACTED]} + \text{C/O \#7 is [REDACTED]} + \text{C/O \#8 is [REDACTED]} - \text{C/O \#9 is [REDACTED]} + \text{C/O \#10 is a credit for [REDACTED]} + \text{C/O \#12 is [REDACTED]} = \$5,011,719.57$ ]. The total TI and BSAC cost of \$5,011,719.57 includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TI and BSAC on or before the anticipated date of completion.

3.) The Government shall pay for a portion of the total TI and BSAC cost by amortizing \$1,343,599.40, monthly in arrears and at acceptance of the space. Upon the completion of the TIs, BSAC, and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be determined by the Government. The Lessor shall be paid for the total amount of the TIs and BSAC totaling \$3,668,120.17 [ $\$5,011,719.57 - \$1,343,599.40$ ] using a lump-sum payment. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the amount of the total lump-sum payment to the Lessor. 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 PS0033503** and shall be sent electronically to the GSA Finance Website at <https://finance3.gsa.gov> or <https://finance.ocfo.gsa.gov/webvendors>. 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 email address: Pearl.Summers-Garza@gsa.gov.

4.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

KCS  
LESSOR

&amp;

PS-6  
GOVT

### Exhibit A

CO-01 Fence ceiling to secure cage – The scope include perimeter framing and intermediary supports for an open steel mesh structure sealing the top of the cage. BCCI negotiated a cost reduction from the initial [REDACTED] sub-contractor cost.

CO-02 Eliminate door, the door was not included in the plans nor in the NTP pricing.

CO-03 Establish a receiving door. No cost, during the pre-construction meeting walk, USCIS determined the scope is not required and pricing is not required

CO-04 Room 142, resize to 150 SF. Additional framing and gypsum

CO-05 and 06 are related. Resize Room 138, and relocate the door to Secure File Room.

CO-07 Room 145, decrease size to 120 SF and relocate door. Identified before framing and changed with no cost.

CO-08 Added cart storage in File Room, custom made plastic laminated surface with end legs and intermediate supports.

CO-09 Reduce depth of reception desk. This was identified as the shop drawing of the millwork was being prepared. No cost to make changes

CO-10 Credit to the government for deleting the stamp lockers.

CO-12 Switch labels of Rooms 113 and Room 114 on the drawings. No cost.

Below is a summary of cost approved for change orders listed above:

Change Order \$

01  
02  
03  
04  
05  
06  
07  
08  
09  
10  
12

