

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-17113
LEASE AMENDMENT	
ADDRESS OF PREMISES: 20760 NORTH U.S. HIGHWAY 281 SAN ANTONIO, TX 78258-7501	PDN NUMBER: N/A

THIS AMENDMENT is made and entered into between

PBC ACQUISITIONS II, LLC

whose address is: 207 KING STREET, #300
SAN FRANCISCO, CA 92107

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 clarify the terms of the public transportation requirement.

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.) To address that there is no cost to the Government for services provided; and
- 2.) To define the type and location of the public transit system; and
- 3.) To define the meaning of walkable distances and the connectivity to the public transit hubs; and
- 4.) To provide the scheduled frequency of the transportation services; and
- 5.) All other terms and conditions remain in full force and effect.

See Attached

This Lease Amendment contains one page.

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

FOR THE LESSOR:

Signature: [Redacted]
Name: K. Cyrus Sanddaji
Title: Managing Director
Entity Name: PBC Acquisitions II, LLC
Date: 6/3/14

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Pearl Summer Garza
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 6/6/14

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Kabir Seth
Title: Acquisitions
Date: 6/3/14

- 1.) The public transportation requirement enumerated below shall be provided by the Lessor at no cost to the Government or the riders of the transportation vehicles. The transportation provided shall be made available through the duration of this lease and any negotiated succeeding leases with the Government at this location and any Extensions thereof.
- 2.) **Public Transportation:** A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile, as determined by the Lease Contracting Officer (LCO). Alternatively, two (2) or more public or campus bus lines/stops (privately owned) usable by tenant occupants and their customers shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/4 mile, as determined by the LCO. "Walkable" is defined as a clearly designated pathway acceptable for public use which is safe and free of hazardous conditions.
- 3.) The two (2) or more bus lines/stops described above shall connect to a regular public transit system hub(s). Such public transit system hub locations may change over time and the Lessor shall be responsible to maintain the two (2) or more bus lines' connectivity to the established public transit system (currently named "VIA") hubs regardless of their new location or ownership.
- 4.) The scheduled frequency of the transportation provided by the Lessor to and from the regular public transit system hub(s) from the bus stops located near the leased premise as described above shall occur every 20 minutes between one (1) hour before and one (1) hour after the normal business hours of the building. Such normal hours are established in the lease or may change by a subsequent Lease Amendment to accommodate GSA's needs and requirements, but shall not exceed one hour before or one hour after the normal hours, except by agreement between the parties.
- 5.) All other terms and conditions of the lease agreement remain in full force and effect.

INITIALS:

KCS
LESSOR

&

BSG
GOV'T