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Introduction Date	8-28-2019
Enactment Number	19-1325
Enactment Date	8/28/19 If



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date August 28, 2019

Subject Fourth Amendment to Lease for 1000 Broadway, Oakland, California 94607, between Sparknight, LLC, and Oakland Unified School District

Action Requested Approval by the Board of Education of a Fourth Amendment to the Lease Agreement between the Oakland Unified School District (“District”) as lessee, and Sparknight, LLC, a Florida limited liability company, as lessor (“Lessor”), for space within the building located at 1000 Broadway, Oakland, California 94607, commonly known as the TransPacific Centre (the “Property”).

Background/ Discussion The District and Lessor entered into a lease agreement dated June 20, 2013, whereby the Lessor agreed to lease a portion of the Property to the District consisting of a total of 52,323 rentable square feet (the “Original Lease”). The District uses the Property as District administrative office space.

Pursuant to an agreement to amend the Original Lease dated February 26, 2014 (the “First Amendment”), the District and Lessor agreed to amend the Original Lease by adding Room 136, consisting of approximately 463 square feet, to the premises leased by the District. The District and Lessor further amended the Original Lease by agreement dated May 16, 2014 (the “Second Amendment”), pursuant to which the parties amended the “Lease Commencement Date” and the “Lease Expiration Date” contained in the Original Lease. Finally, pursuant to an agreement to further amend the Original Lease dated April 29, 2015, and an Addendum thereto (collectively, the “Third Amendment”), the District and Lessor added over 50,000 square feet of additional office space to the premises leased by the District under the Original Lease, consisting of Suites 600, 640, 150, and 440. Through the Third Amendment, the District and Lessor also agreed to extend the termination date of the Original Lease, as modified by the First, Second, and Third Amendments, to August 31, 2019.

Now, through the Fourth Amendment, the District and Lessor propose to: (1) further extend the termination date of the Original Lease, as amended, to August 31, 2022; (2) reduce the premises rented by the District from Lessor by calling for the District to surrender over 50,000 square feet of rentable office space back to the Lessor, including Suites 136, 295, 600, 640, 680, and 398; (3) to establish the amount of monthly base rent to be owed by the District to the Lessor; (4) to establish the date upon which the District’s obligations to pay its

{SR354002}

prorated share of increases in operating expenses and taxes on the Property, as provided in Section 3.2 of the Original Lease, will commence; (5) to describe the District's and Lessor's rights and obligations with regard to certain demising work to be performed by the Lessor in Suite 300 of the Property; and (6) to modify the rights of the District to parking at the Property.

Recommendation

Approval by the Board of Education of the Fourth Amendment to the Lease Agreement dated June 20, 2013, between the District and Sparknight, LLC

Fiscal Impact

Monthly base rent as follows:

- \$236,304.80 from September 1, 2019 through August 31, 2020;
- \$243,393.94 from September 1, 2020 through August 31, 2021;
- \$250,695.76 from September 1, 2021 through August 31, 2022

District will be obligated to pay District's prorata share of increases to taxes and operating expenses beginning on January 1, 2020

Attachments

- Fourth Amendment to Lease Agreement
- Office Lease Agreement

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (the "**Amendment**") is entered into as of August 29, 2019, by and between SPARKNIGHT, LLC, a Florida limited liability company ("**Landlord**") and OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district ("**Tenant**"), who agree as follows.

1. **Recitals.** This Amendment is made with reference to the following facts and objectives.

1.1 Landlord as landlord and Tenant as tenant entered into an Office Lease (the "**Original Lease**") dated June 20, 2013, for premises (the "**Original Premises**") consisting of a total of 52,323 rentable square feet and made up of the following portions of the building (the "**Building**") commonly known as TransPacific Centre located at 1000 Broadway, Oakland, California:

(a) Suite 295 (which includes Suite 294) comprising 11,513 rentable square feet of space on the second floor of the building ("**Suite 295 Premises**");

(b) Suite 300, comprising 18,379 rentable square feet of space on the third floor of the Building, and including the Suite 398 Space (as defined below) ("**Suite 300 Premises**");

(c) Suite 450, comprising 9,494 rentable square feet of space on the fourth floor of the building ("**Suite 450 Premises**"); and

(d) Suite 680, comprising 12,937 rentable square feet of space on the sixth floor of the building ("**Suite 680 Premises**").

1.2 The Original Lease was amended by a First Amendment to Lease dated February 26, 2014 (the "**First Amendment**"). Pursuant to the First Amendment, Suite 136, comprising 473 rentable square feet of space on the ground floor of the Building ("**Suite 136 Premises**") was added to the Original Premises.

1.3 The Original Lease as amended by the First Amendment was further amended by a Second Amendment to Lease dated May 16, 2014 (the "**Second Amendment**"). Pursuant to the Second Amendment, the parties amended the Lease Commencement Date and the Lease Expiration Date contained in Sections 9 and 10 of the "Summary of Basic Lease Information" attached to the Original Lease, respectively.

1.4 The Original Lease as amended by the First Amendment and the Second Amendment was further amended by a Third Amendment to Lease dated April 29, 2015 and an Addendum "A" to Third Amendment to Lease dated September 1, 2015 (collectively, the "**Third Amendment**"). The Original Lease as amended by the First Amendment, the Second Amendment, and the Third Amendment is referred to as the "**Lease.**" Unless otherwise defined, capitalized terms used in this Amendment shall have the meaning given to them in the Lease.

Pursuant to the Third Amendment, the following spaces were added to the Original Premises: (i) the space known as Suite 600 with 16,478 rentable square feet on the sixth floor of the Building (“**Suite 600 Premises**”), (ii) the space known as Suite 640 with 5,293 rentable square feet on the sixth floor of the Building (“**Suite 640 Premises**”), (iii) the space known as Suite 150 consisting of 25,333 rentable square feet on the first floor of the Building (“**Suite 150 Premises**”); and (iv) as set forth in Addendum “A” to the Third Amendment, the space known as Suite 440 with 9,963 rentable square feet on the fourth floor of the Building (“**Suite 440 Premises**”). All space in the Building rented by Tenant pursuant to the Lease, including the Original Premises, the Suite 136 Premises, the Suite 600 Premises, the Suite 640 Premises, the Suite 440 Premises, and the Suite 150 Premises, is referred to collectively as the “**Existing Premises**” or “**Premises**” in this Amendment.

1.5 The Term of the Lease, as previously extended by the First Amendment, the Second Amendment, and the Third Amendment, is set to expire August 31, 2019.

1.6 Landlord and Tenant desire to further extend the Term; to reduce the Existing Premises under the Lease by providing for the surrender of the Suite 136 Premises, the Suite 295 Premises, a portion of the Suite 300 Premises, the Suite 600 Premises, the Suite 640 Premises and the Suite 680 Premises as provided below; and to otherwise amend the Lease as set forth in this Amendment.

2. Give Back Space. On surrender to Landlord as provided below, the Give Back Space (as defined below) shall no longer be a part of the Premises. As used in this Amendment, the “**Give Back Space**” shall mean the following collectively: the Suite 136 Premises, the Suite 295 Premises, the Suite 600 Premises, the Suite 640 Premises, the Suite 680 Premises, and the Suite 398 Space, shown more particularly on **Exhibit A-2** attached hereto. Tenant agrees to surrender the Give Back Space to Landlord in the condition required under the Lease and this Amendment on or before August 31, 2019 (the “**Surrender Date**”). Without limiting the preceding sentence, Tenant shall do the following with respect to the Give Back Space before the Surrender Date. Tenant shall remove any communications, data or computer wires or cables and related devices of Tenant (which shall be deemed to include all existing wires and cabling for the Give Back Space) and any other equipment specific to Tenant’s business. Tenant shall repair, at Tenant’s expense, any damage to the Premises or the Building resulting from the installation and removal of any items, including repairing and replacing the floor coverings and patching and painting the walls as reasonably required by Landlord. All such removal and repair shall be completed in accordance with applicable laws, codes and legal requirements. Effective as of September 1, 2019 (the “**Adjustment Date**”), Base Rent, Tenant’s Prorata Share of increases in Taxes and Operating Expenses, and any other cost, expense or charge under the Lease based upon the rentable square footage of the Premises shall be adjusted pro-rata to reflect the reduction in the square footage of the Premises on account of the surrender of the Give Back Space as set forth in **Section 4** below.

3. Lease Term; Expiration Date. The Term of the Lease is hereby further extended with the Lease Expiration Date to be August 31, 2022, unless sooner terminated pursuant to the provisions of the Lease. Section 8 of the Third Amendment and the Extension Rider attached to the Third Amendment are hereby deleted.

4. Rentable Square Footage; Rent.

4.1 Rentable Square Footage of the Premises. In connection with this Amendment, the various suites within in the Premises have been remeasured and the rentable square footage confirmed and updated. Despite any provision of the Lease, as of the Adjustment Date, the rentable square footage of the Premises shall be deemed to be 59,824 rentable square feet (consisting of: 25,973 rentable square feet in the Suite 150 Premises, 13,499 rentable square feet in the Suite 300 Premises, 10,459 rentable square feet in the Suite 440 Premises, and 9,893 rentable square feet in the Suite 450 Premises), which shall be deemed to be accurate and to be the rentable square footage of the Premises for purposes of determining Base Rent and for all other purposes under the Lease (even if the actual square footage of the Premises may be greater or less than this figure). As of the Adjustment Date, the Premises shall be as shown more particularly on **Exhibit A-1** attached hereto.

4.2 Base Rent. As of the Adjustment Date, monthly Base Rent to be paid by Tenant to Landlord as provided in the Lease shall be adjusted to reflect the reduction of rentable square footage of the Premises, so that monthly Base Rent for the remainder of the Term period shall be as follows:

Period	Monthly Base Rent
September 1, 2019 – August 31, 2020	\$236,304.80
September 1, 2020 – August 31, 2021	\$243,393.94
September 1, 2021 – August 31, 2022	\$250,695.76

4.3 Additional Rent; Tenant’s Prorata Share.

(a) Additional Rent. Despite any provision of the Lease, from and after the Adjustment Date, in addition to Base Rent and other amounts payable by Tenant, Tenant shall pay to Landlord Tenant’s Prorata Share of increases in Taxes and Operating Expenses, as provided in Section 3.2 of the Original Lease and as further amended in this Amendment, with calendar year 2019 to be the “Base Tax Year” and “Base Expense Year” for this purpose and with estimated monthly payments to commence January 1, 2020.

(b) Tenant’s Prorata Share. Despite any provision of the Lease, from and after the Adjustment Date, Tenant’s Prorata Share of increases in Taxes and Operating Expenses shall be 18.1%; provided, however, if Landlord determines that there has been a change in the rentable square footage of the Building after the date of this Amendment, Landlord may adjust Tenant’s Prorata Share based on a recalculation of Tenant’s Prorata Share expressed as a percentage determined by dividing the number of rentable square feet of the Premises by the total number of rentable square feet in the Building (all as reasonably determined by Landlord).

5. Delivery; Condition of Premises.

5.1 Premises. Tenant acknowledges that Tenant currently occupies the Premises and accepts the Premises in AS IS condition with no obligation of Landlord to provide any work or improvements, except for the Landlord's Demising Work, as provided in **Section 5.2** below.

5.2 Suite 300; Landlord's Work. Landlord, at its cost, shall perform the following work (collectively, "**Landlord's Demising Work**"): Installation of a demising wall to divide the current Suite 300 Premises in accordance with the on the floor plan (the "**Floor Plan**") attached as **Schedule B-1**. The Landlord's Demising Work is to split the current Suite 300 Premises into two separate spaces and to remove from the Premises the area shown as Suite 398 on the Floor Plan (the "**Suite 398 Space**"). From and after the Adjustment Date, the Suite 398 Space shall be removed from, and shall no longer be a part of, the Premises and the Suite 300 Premises. Tenant agrees that Landlord and Landlord's employees and contractors shall have access to Suite 300 and other portions of the Premises in connection with the performance of Landlord's Demising Work. Landlord shall use commercially reasonable efforts to substantially complete Landlord's Demising Work before the Adjustment Date. Landlord shall not be required to perform Landlord's Demising Work outside of normal business hours or on weekends, with the exception of Landlord's Demising Work that consists of demolition and drywall sanding to the extent necessary to follow standard industry construction practices.

5.3 Tenant Delays. To the extent that substantial completion of any portion of Landlord's Demising Work or delivery of possession is actually delayed as a result of one or more of the following events (separately and collectively called a "**Tenant Delay**"), the date of Landlord's delivery of possession of Premises under this Lease Amendment shall instead be the date Landlord could have delivered possession but for the Tenant Delay: (i) Tenant requests, initiates or authorizes a Change Order, defined as a detailed written request submitted by Tenant to Landlord for any change, alteration, or addition to final construction plans after they have been approved by Landlord; or (ii) any delay in completion of Landlord's Demising Work or delivery of possession of any portion of the Premises to Tenant to the extent caused by the act, neglect, failure or breach of Tenant or Tenant's representatives, agents, contractors or employees, or by any failure of Tenant to cooperate with Landlord or otherwise act in good faith in order to allow Landlord's Demising Work to be completed in a timely manner.

6. Accessibility Notice; Americans with Disabilities Act. Tenant is hereby notified, pursuant to the provisions of California Civil Code Section 1938 ("**Civ. Code 1938**"), that the Premises have not undergone inspection by a Certified Access Specialist. Civ. Code 1938 requires that the following statement be included in leases where the Premises have not been issued a disability access inspection certificate: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any

repairs necessary to correct violations of construction-related accessibility standards within the premises.” The Premises may not currently meet all applicable construction-related accessibility standards, including standards for public restrooms and ground floor entrances and exits. The parties hereby mutually agree that if a CASp inspection of the Premises is required by Tenant or performed at the request of Tenant, (a) Tenant shall be solely responsible for paying for any fees associated with the inspection, (b) Tenant shall be solely responsible for paying the costs of making any repairs necessary to correct any violations of construction-related accessibility standards within the Premises, and (c) the foregoing agreement specifically rebuts any presumption that Landlord is responsible for making any repairs or modifications necessary to correct violations of construction-related accessibility standards noted in a CASp report pursuant to subdivision (c) of Civ. Code 1938. Because compliance with the Americans with Disabilities Act (“ADA”) is dependent on Tenant’s specific use of the Premises, including the installation of Tenant’s improvements and furniture systems, and because Tenant is already in occupancy of the Premises, Landlord makes no representation as to whether or not the Premises complies with the ADA or any similar legislation, except as expressly set forth in the Lease.

7. **Parking.** Section 10 of the Third Amendment is hereby deleted, effective as of the Adjustment Date. Tenant shall be entitled to parking passes under the Lease equal to one (1) parking space for unreserved parking in the Building garage for every 1,000 rentable square feet of the Premises (as existing from time to time), for a total of fifty-nine (59) parking passes for unreserved parking spaces and one (1) reserved parking space for the Superintendent, upon the terms and conditions of the Parking Rider attached as **Exhibit D-1** to the Third Amendment (the “**Parking Rider**”). Tenant shall pay the monthly fee for the parking passes as adjusted from time to time. As of the date of this Amendment, the monthly fee is \$225.00 per parking pass for unreserved parking and the monthly fee for the parking pass for the reserved parking space is \$350.00.

8. **Recitals; Exhibits.** The introductory paragraph and the recitals contained in **Section 1** of this Amendment and the exhibits referenced in and attached to this Amendment are incorporated in and made a part of this Amendment.

9. **Brokers.** The parties represent and warrant that they have not dealt with any real estate broker, agent or finder in connection with this Amendment other than Heafey Commercial (Tenant’s broker) and Cushman & Wakefield (Landlord’s broker). Each of the parties shall pay the commission or fee of any other broker, agent, finder or similar entity acting on its behalf, or claiming any commissions or fee on the basis of contacts or dealings with it, and each of the parties shall hold the other party harmless from all damages and indemnify, protect and defend each other from and against any claims made by any such broker, agent, finder or similar entity and any and all costs and damages suffered by such party as a consequence thereof, including, without limitation, reasonable attorney’s fees.

10. **No Default.** The parties hereby acknowledge that, as of the date of this Amendment, there are no existing defaults by them in the performance of their obligations under the Lease, nor to the best of their knowledge are there now existing any facts or conditions which, with notice or lapse of time or both, will become such a default. The parties further acknowledge that there is currently no offset, defense, counterclaim or credit against any rental or other payment currently due under the Lease.

11. Counterparts. This Amendment may be executed in two (2) or more counterparts. A signature to this Amendment delivered via facsimile or email shall be binding on the signer as an original. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall prevail.

12. Ratification; Effect of Amendment. Except as specifically set forth in this Amendment, the provisions of the Lease are hereby ratified and shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of the day and year first written above.

TENANT:

OAKLAND UNIFIED SCHOOL DISTRICT,
a California public school district

Aimee Long

8/29/19

President, Board of Education

[Signature]

Deputy Chief of Facilities Planning
and Management

Approved as to Form

[Signature]

General Counsel

[Signature]

8/29/19

Kyla Johnson Trammell
Secretary, Board of Education

LANDLORD:

SPARKNIGHT, LLC, a Florida limited
liability company

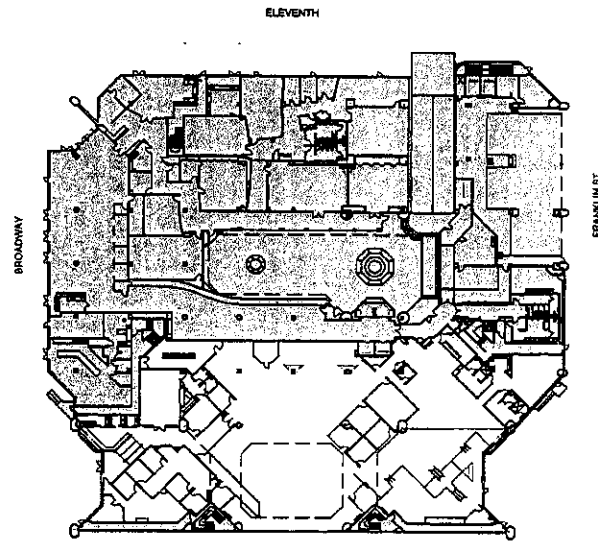
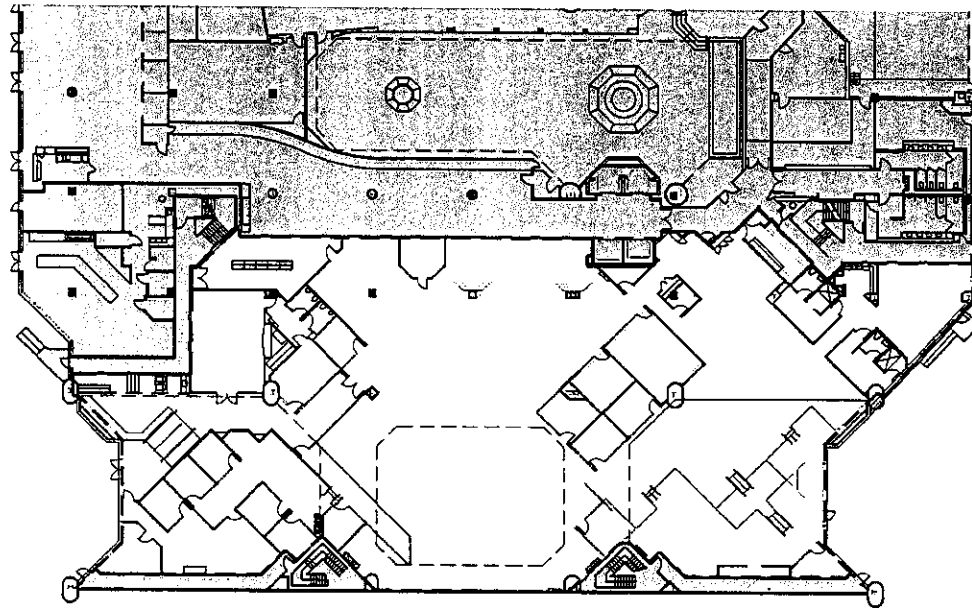
By: World Gateway Investments, Inc.
Its Managing Member

By: *[Signature]*

Name: *IC chi-wagner*

Title: *CEO*

EXHIBIT A-1
PREMISES (AS OF ADJUSTMENT DATE)



1ST FLOOR LOCATION PLAN



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- : Planning
- : Urban Design

: 1970 Broadway, Suite 500
 : Oakland, California 94612
 : (510) 431-2850

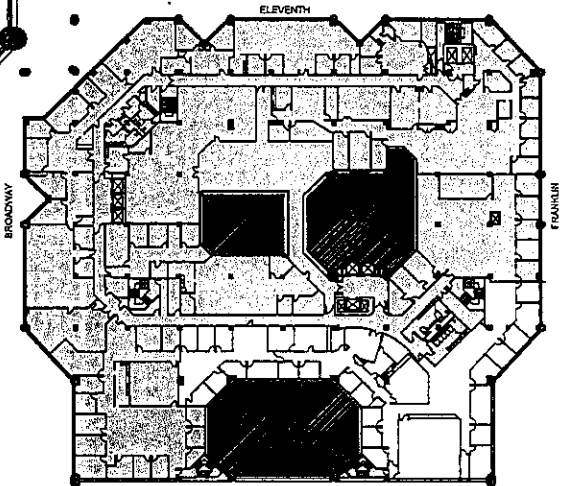
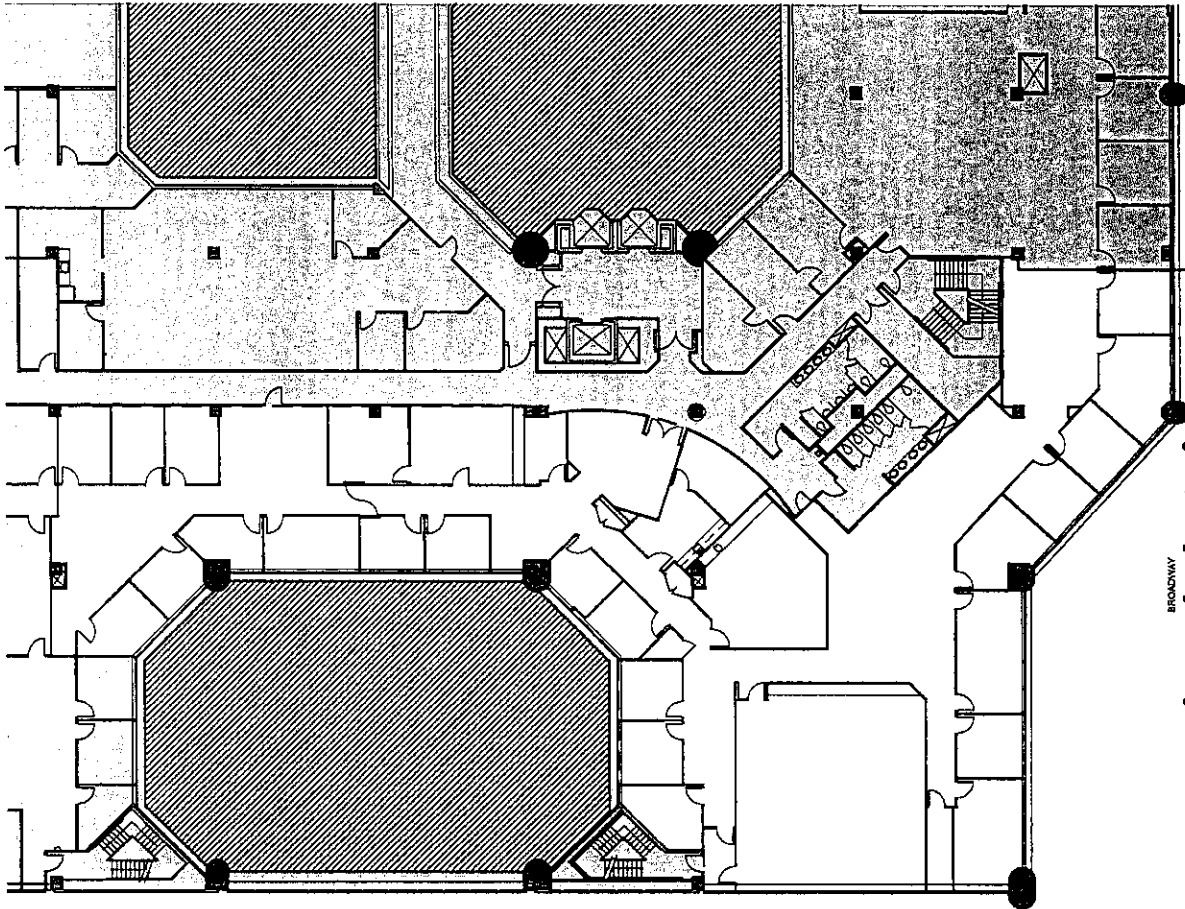
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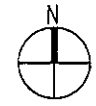
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EXHIBIT A - SUITE 150
 25,973 RSF

Job No. 19017
 Date: 05/21/2019
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Sheet No:



3RD FLOOR LOCATION PLAN



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415.774.1334

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1400 Broadway

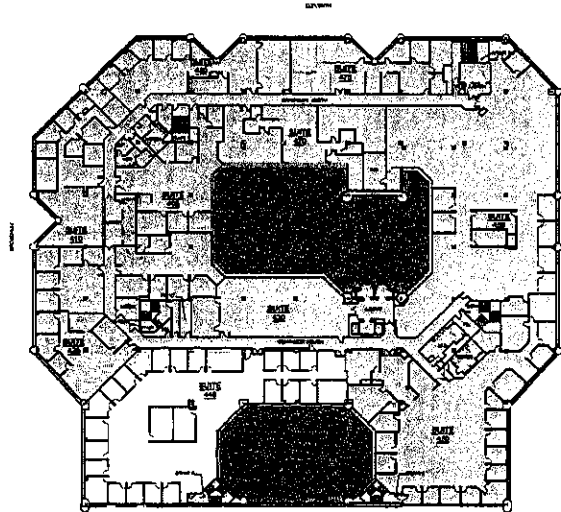
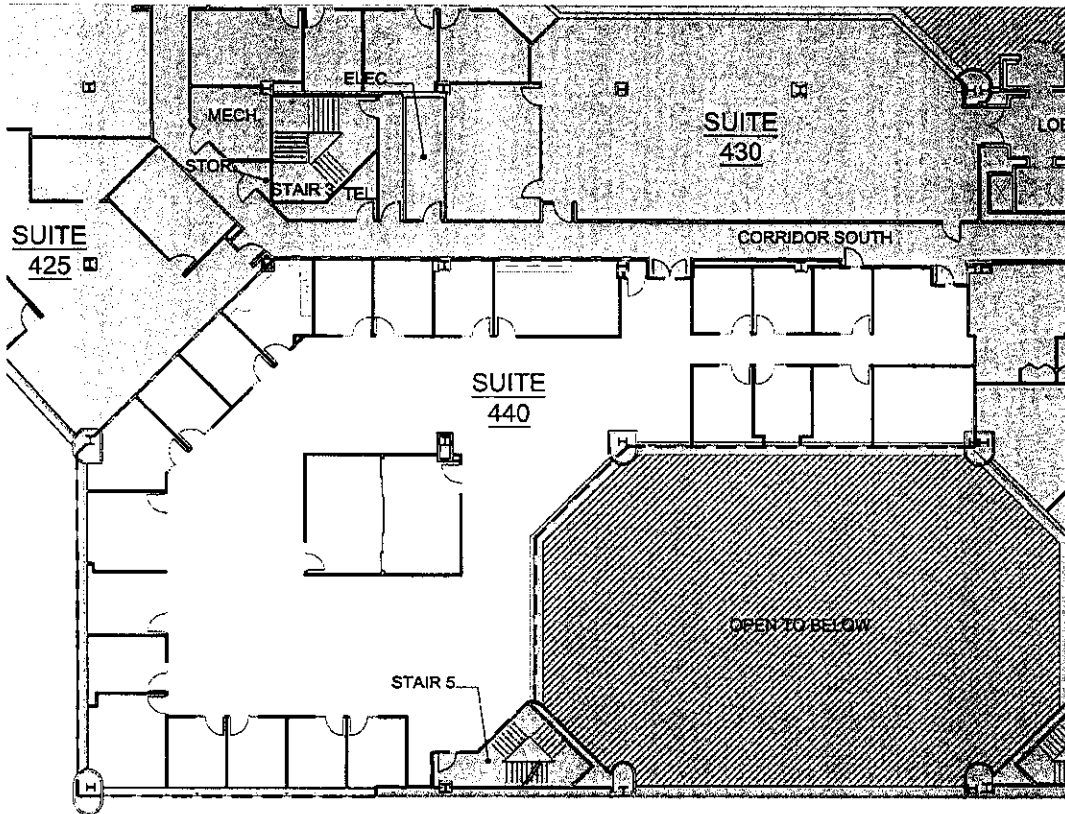
BRAND NO.

SUITE 300
13,499 RSF

DATE: 12/15/11
SCALE: 1/8" = 1'-0"

PROJECT NO.

A-1



4TH FLOOR LOCATION PLAN



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All dimensions shown are approximate and subject to change without notice. All dimensions are given in feet and inches. All dimensions are given to the center of the wall unless otherwise noted. All dimensions are given to the center of the wall unless otherwise noted.

Trans Pacific Centre
1000 Broadway Suite 430, Oakland, California

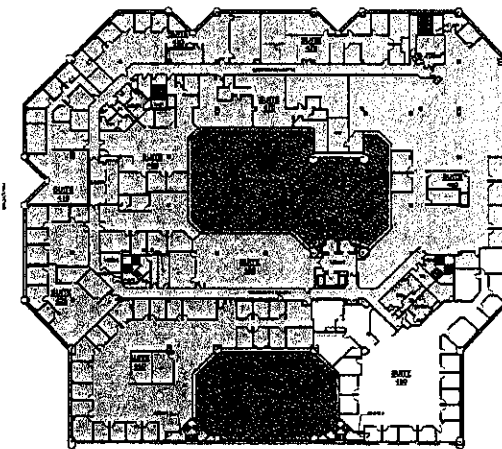
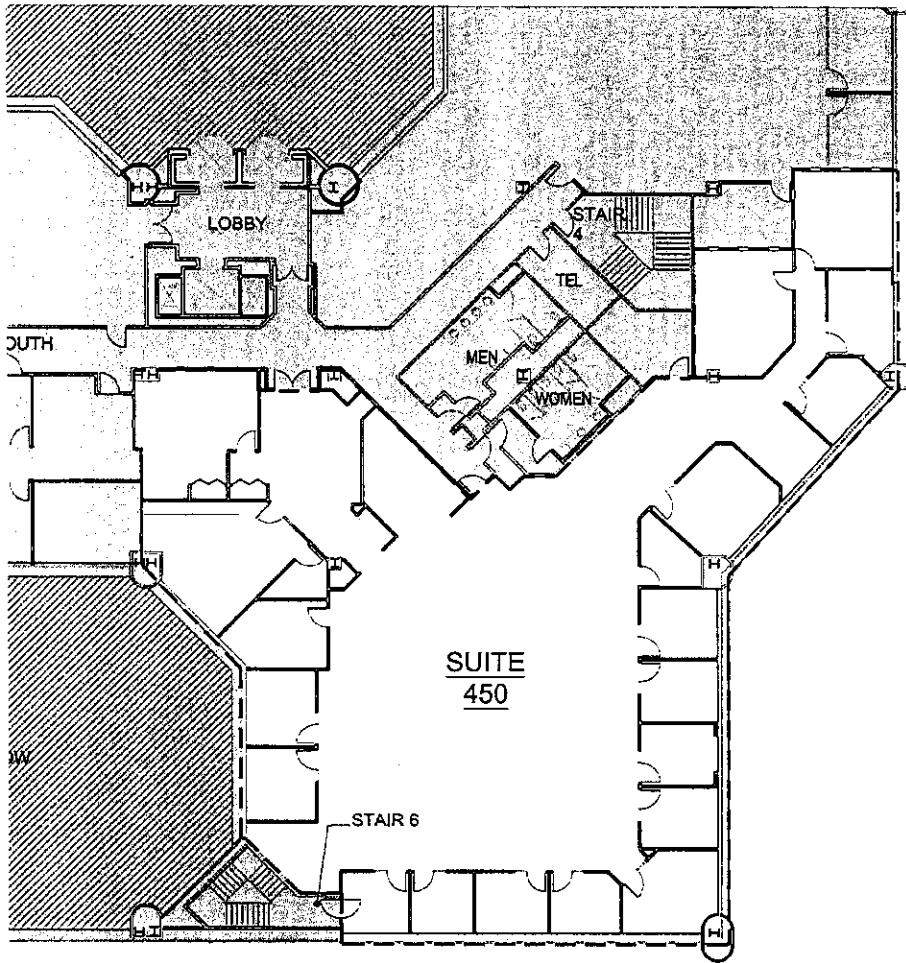
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**EXHIBIT A- SUITE 440
10,453 RSF**

Job No. 19617
Date: 4/30/2019
Scale: N.T.S.

Sheet No:

A



4TH FLOOR LOCATION PLAN



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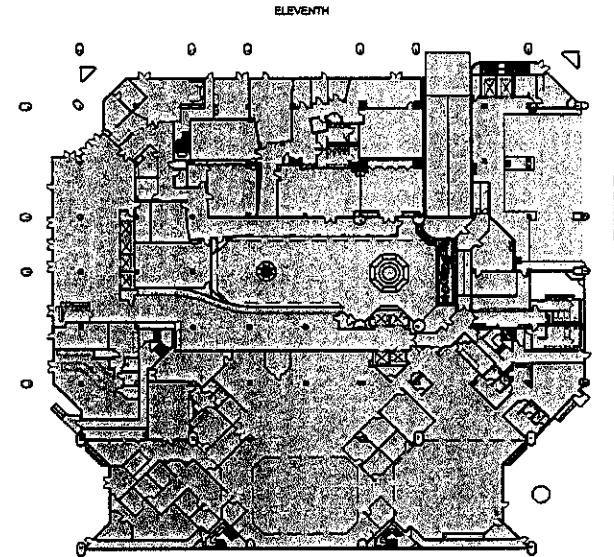
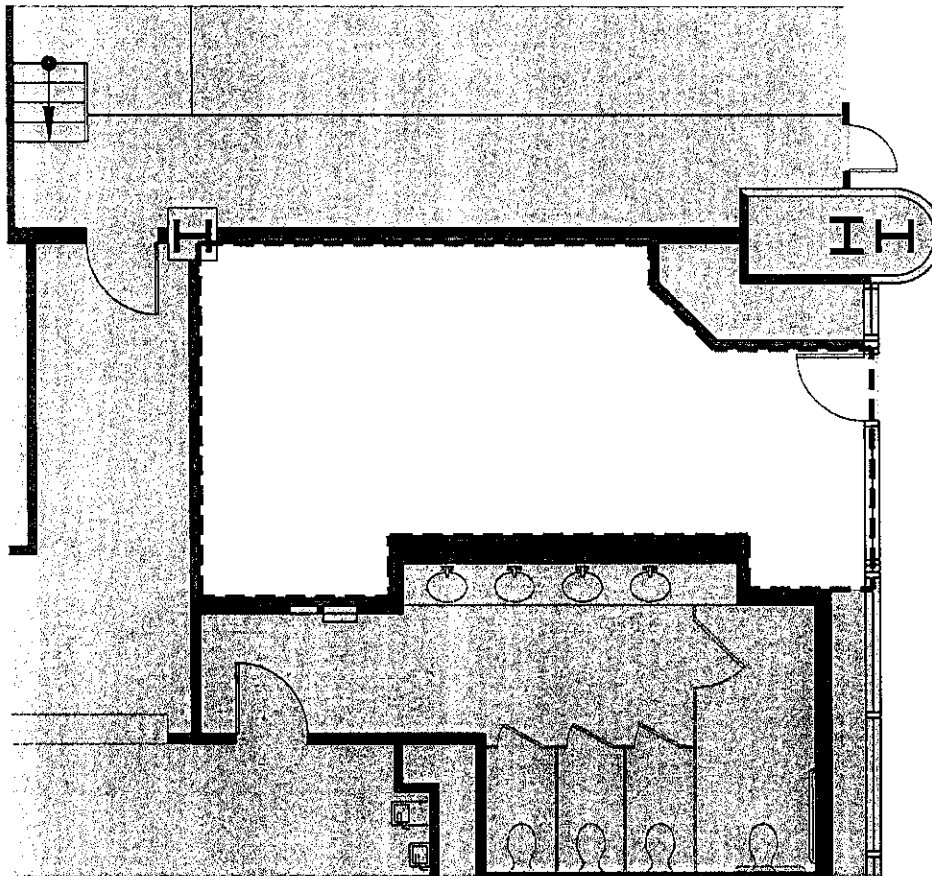
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Sheet No:

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EXHIBIT A-2
GIVE BACK SPACE



1ST FLOOR LOCATION PLAN



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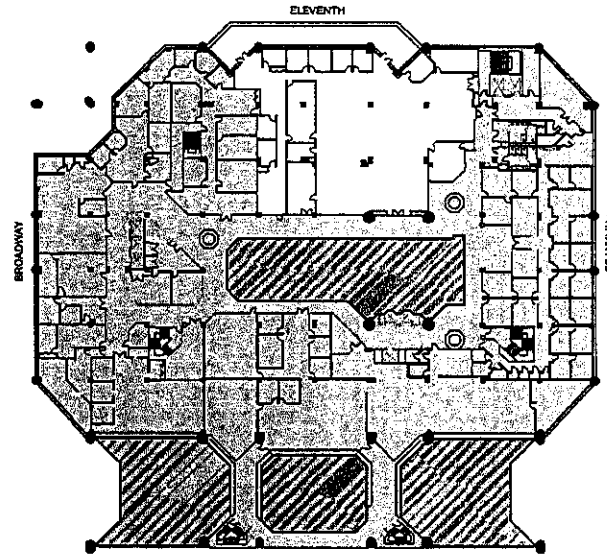
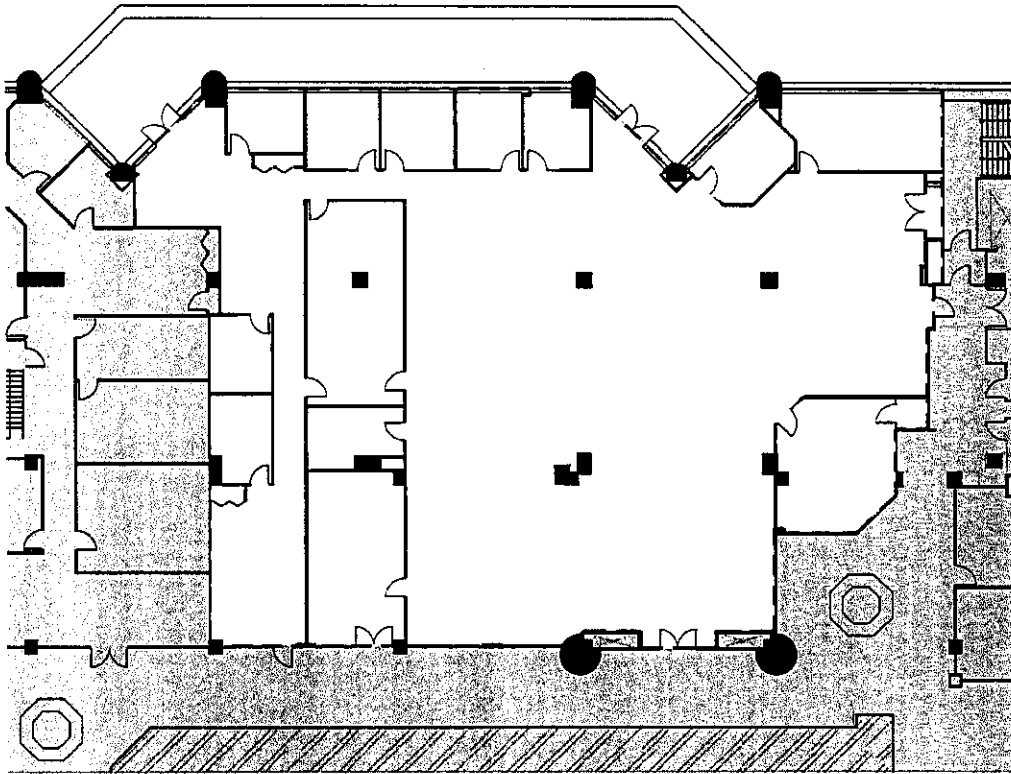
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Job No. 19017
Date: 03/13/2017
Scale: N.T.S

Sheet No.



ELEVENTH



2ND FLOOR LOCATION PLAN



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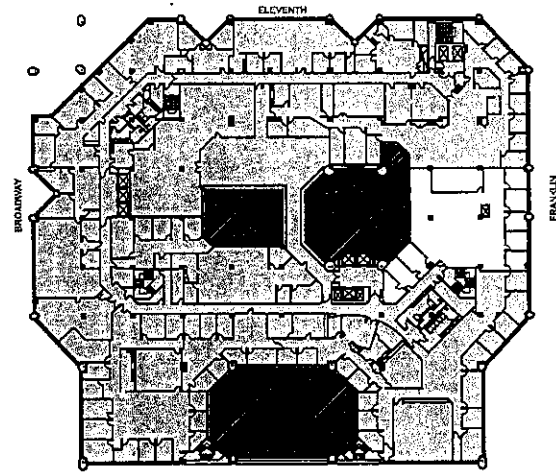
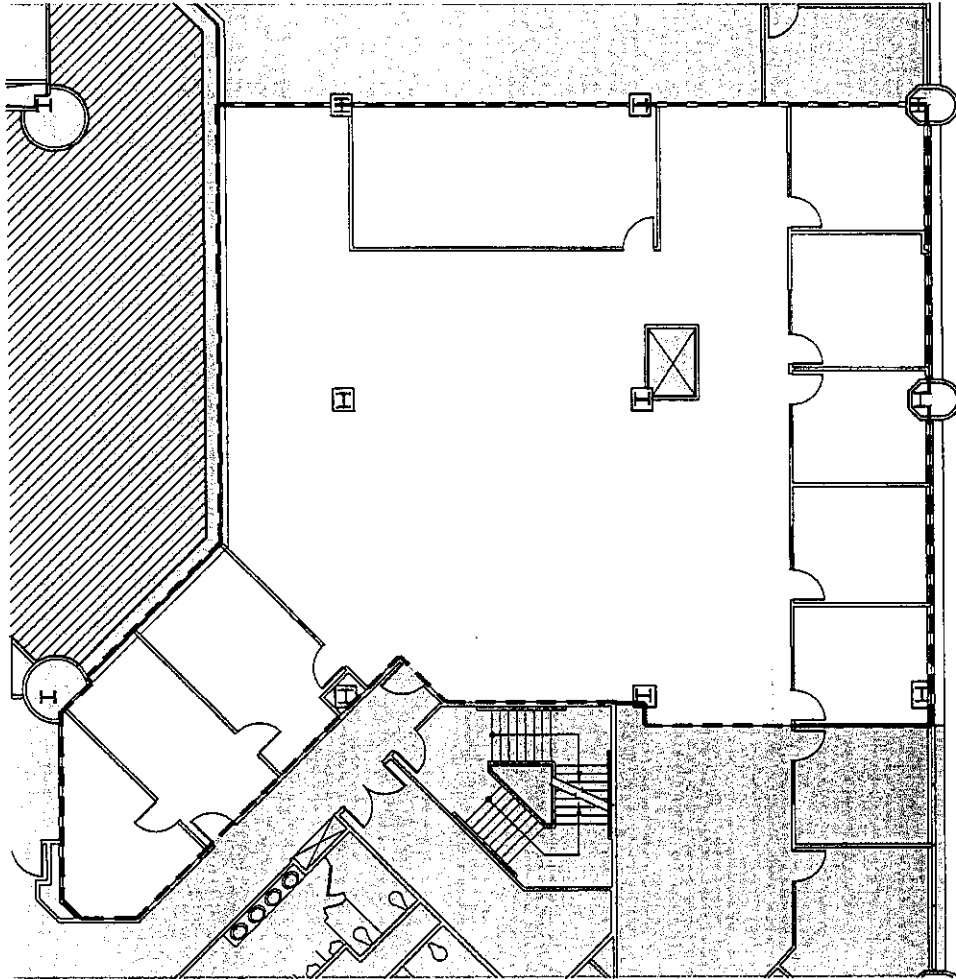
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EXHIBIT A - SUITE 295
12001 RSF

Job No. 19017
Date: 03/10/2017
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Sheet No.

A



3RD FLOOR LOCATION PLAN



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Tel: 415.774.1100

Trans Pacific Center
1100 Market Street
San Francisco, CA 94102

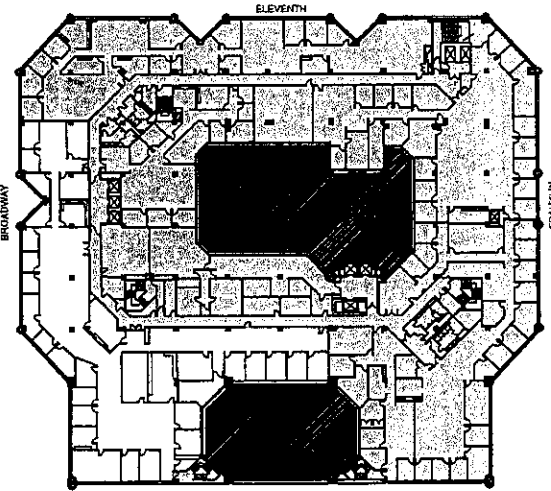
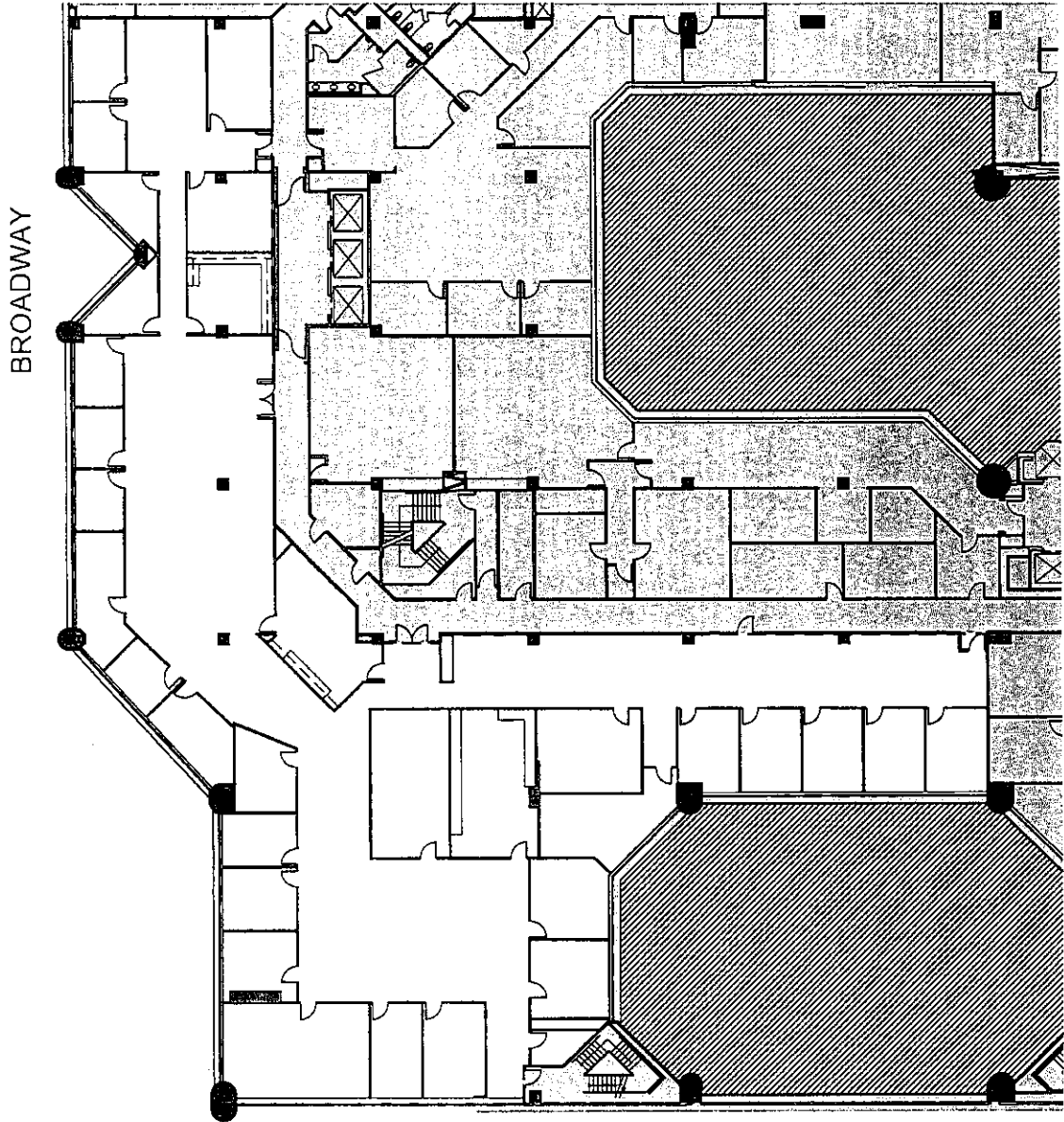
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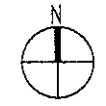
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A-2



6TH FLOOR LOCATION PLAN



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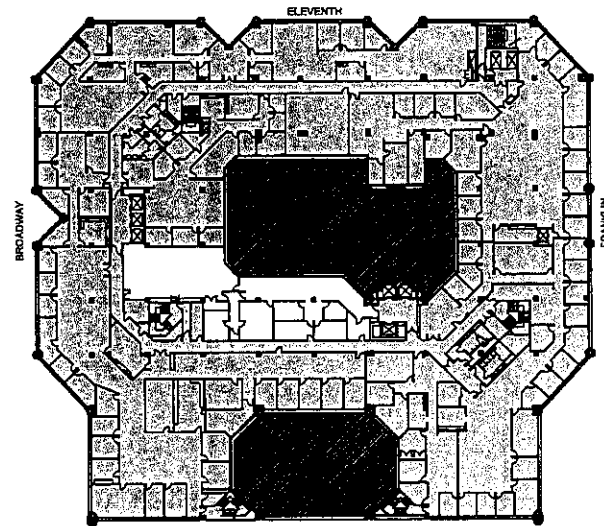
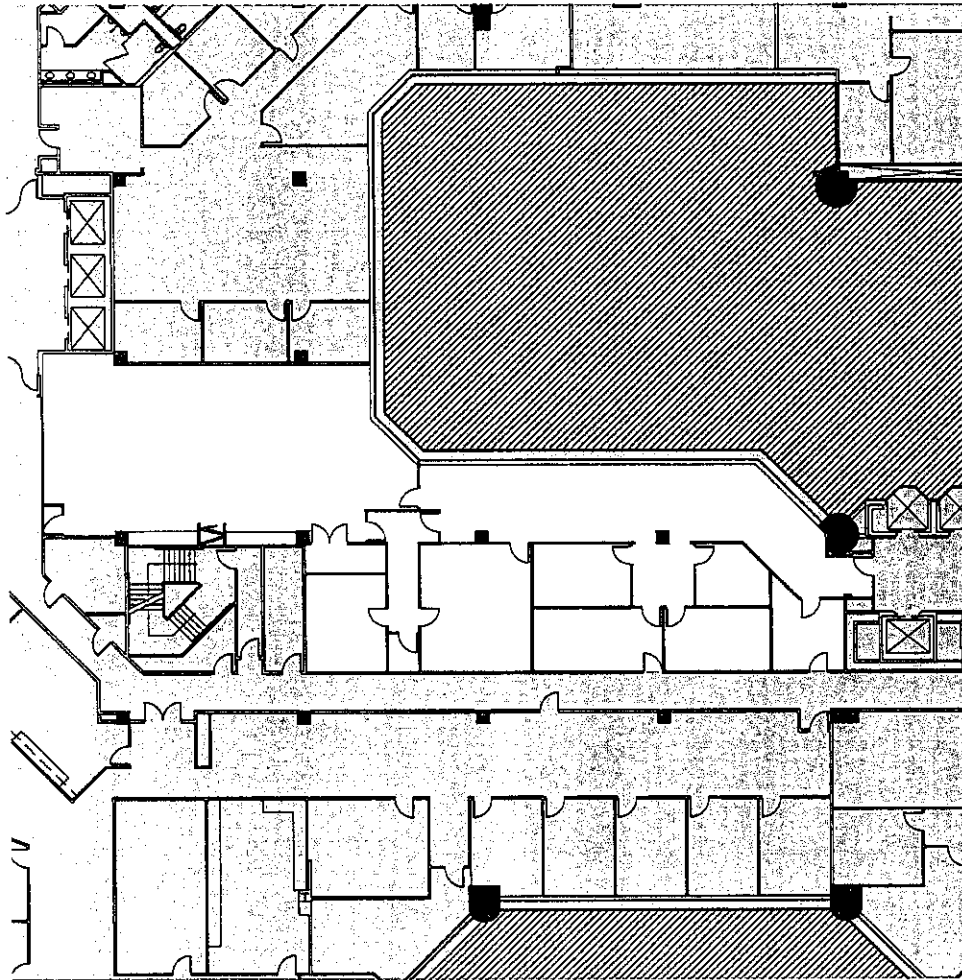
Trans Pacific Center
6th Floor

SUITE 600
17,222 RSF

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DATE: 10/10/10

B



6TH FLOOR LOCATION PLAN



**STUDIO
T SQUARE**

Architecture
Planning
Urban Design

312 Duane Street
San Francisco, CA 94102
Tel: 415.774.4200

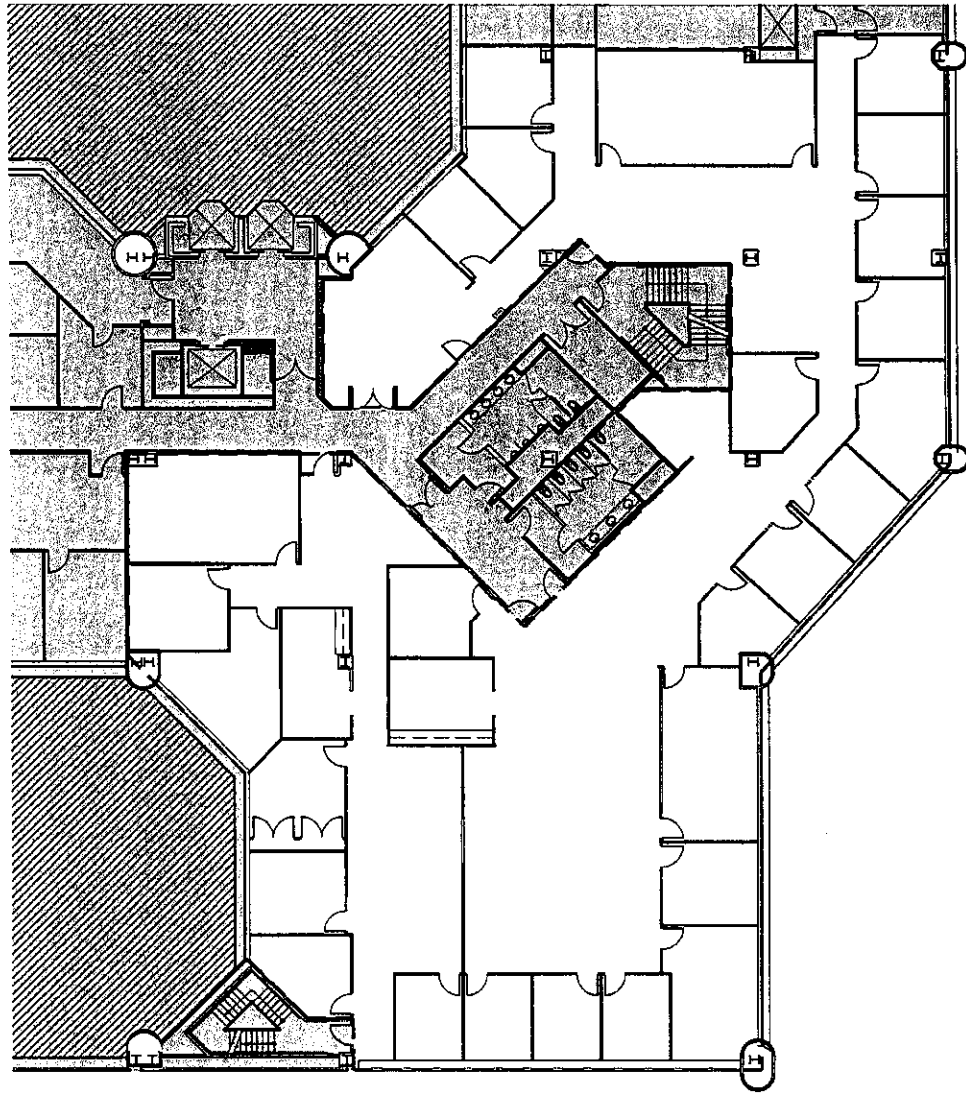
Trans Pacific Center
11th Floor

Client File:

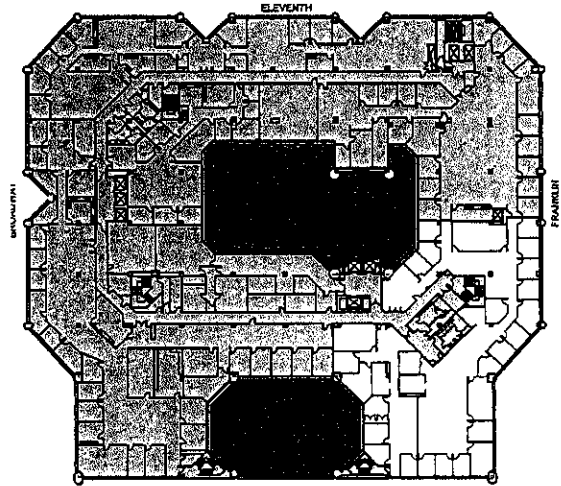
SUITE 640 EXHIBIT
5,434 RSF

Scale: 1/8" = 1'-0"
Date: 12/15/11

Project No:



FRA



6TH FLOOR LOCATION PLAN



**STUDIO
T SQUARE**
ARCHITECTS
PLANNING
INTERIOR DESIGN

1000 15th Street, Suite 1000
San Francisco, CA 94103
Tel: 415.774.1234

Trans Pacific Center
1000 15th Street, Suite 1000
San Francisco, CA 94103

2015.04

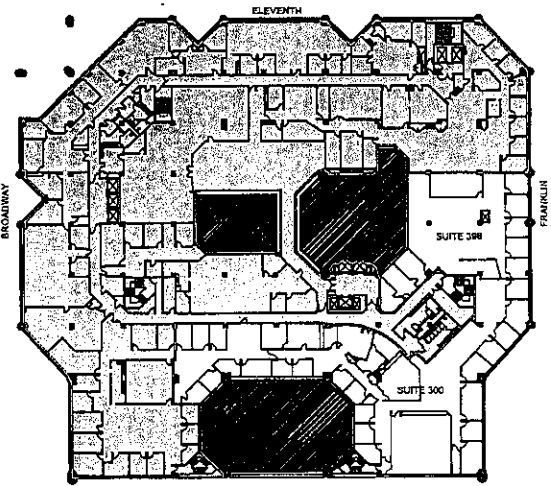
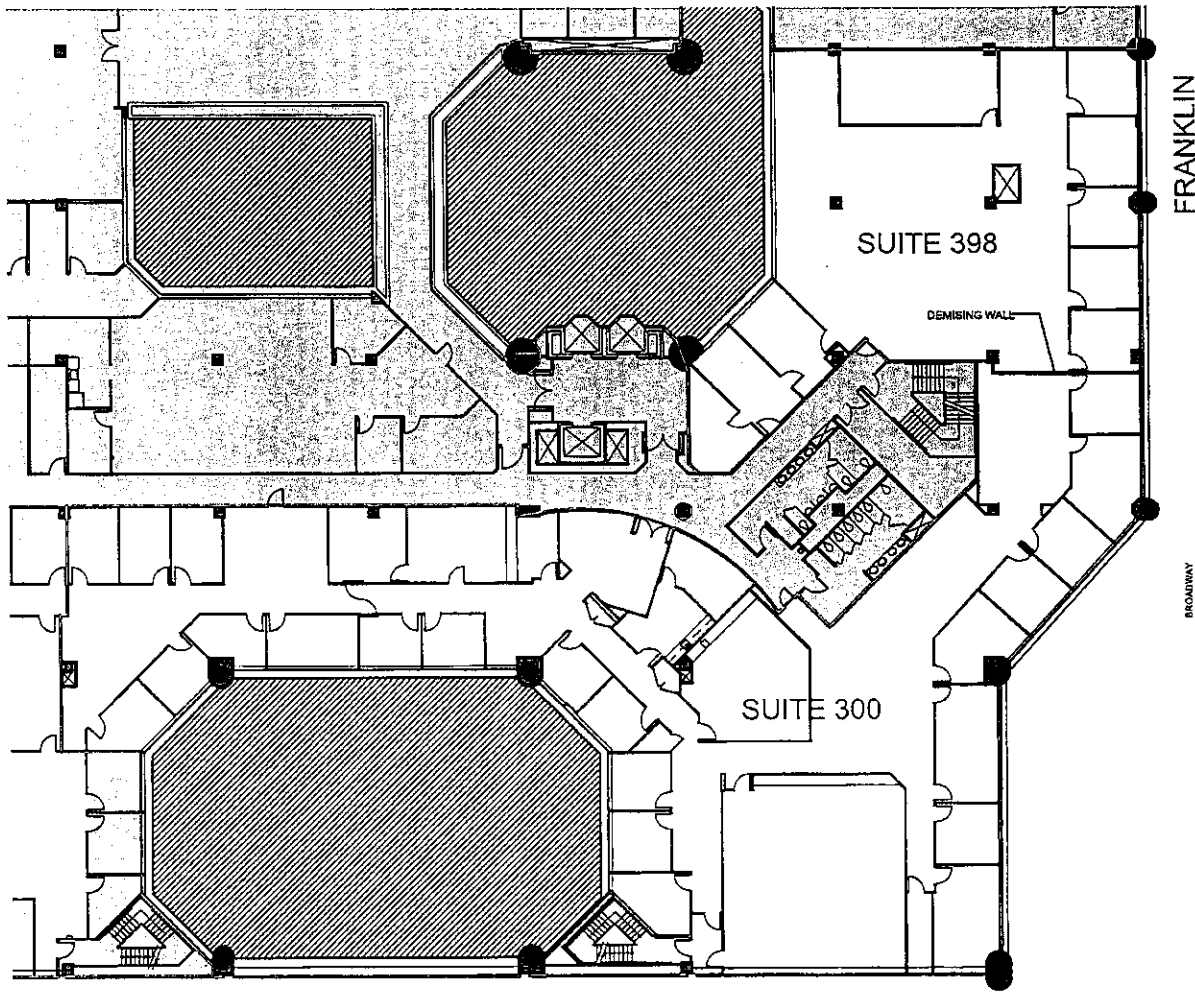
SUITE 680
13,550 RSF

DATE: 04/15/15
BY: [Signature]
CHECKED: [Signature]
TITLE: [Signature]

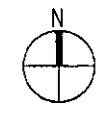
B

SCHEDULE B-1

**FLOOR PLAN
(Suite 300)**



3RD FLOOR LOCATION PLAN



**STUDIO
T SQUARE**

Architecture
Planning
Urban Design

1000 West Broadway
Denver, CO 80202
303.733.1111

Trans Pacific Center
11th Floor

2/12/13



PKA No.

B-2