

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-09P-LCA00305
ADDRESS OF PREMISES: 2550 Cesar Chavez St. San Francisco, CA 94124-1008	PDN Number:

THIS AMENDMENT is made and entered into between **California Beverage Company**

whose address is: 519 Magnolia Ave
Piedmont, CA 94611

and whose interest in the property hereinafter described is that of OWNER, 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 correct and clarify Amendment No. 2, which removed Tenant Improvements from the rent schedule. Upon completion of construction and Acceptance of Space, Tenant Improvements Rent will be added back into the rent schedule. The "Broker Commission and Commission Credit" paragraph will be adjusted according to the final rent schedule, and the commission credit shall commence upon completion of construction and Acceptance of Space. These items will be reflected in a subsequent Space Acceptance Lease Amendment.

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 of the Government, as follows:

Paragraph 1.03 RENT AND OTHER CONSIDERATION (SEP 2015) (A) is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1-5 (FIRM TERM)	YEARS 6-8 (FIRM TERM)	YEARS 9-10 (SOFT TERM)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,039,170.00	\$1,117,560.00	1,117,560.00
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$203,010.00	\$203,010.00	\$203,010
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$7,228.57	\$7,228.57	\$0.00
TOTAL ANNUAL RENT	\$1,249,408.57	\$1,327,798.57	\$1,320,570.00

¹Shell rent calculation:

(Firm Term) \$31.02 per RSF multiplied by 33,500 RSF

(Non Firm Term) \$33.36 per RSF multiplied by 33,500 RSF

²Tenant Improvement rent is zero (\$0.00) until the tenant improvements are completed and accepted by the Government. At Space Acceptance, the Tenant Improvement Allowance of \$365,351.00 will be amortized at 6.5% per annum over the remaining portion of the firm term and will be added to the Total Annual Rent.

³Operating Costs rent calculation: \$6.06 per RSF multiplied by 33,500 RSF

⁴Building Specific Amortized Capital (BSAC) in the amount of \$45,000 amortized at a rate of 6.5 percent per annum over 8 years

Paragraph 1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015) is hereby deleted in its entirety. The "Broker Commission and Commission Credit" paragraph will be adjusted according to the final rent schedule, and the commission credit shall commence upon completion of construction and Acceptance of the Space.


All other terms and conditions of the lease shall remain in force and effect.

Initials: RL & CB
Lessor Government

This Lease Amendment contains 2 pages.

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


FOR THE LESSOR:

Signature: 
Name: Richard Campodonico
Title: President
Entity Name: California Beverage Company
Date: 12/7/17

FOR THE GOVERNMENT:

Signature: 
Name: Carl Brown
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/7/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Lianne Campodonico
Title: _____
Date: 12/7/17