

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6 DATE SEP 10 2013
	TO LEASE NO. GS-09B-03028
ADDRESS OF PREMISES: 4420 Auburn Boulevard Sacramento, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between Tiner Properties, Inc.

whose address is: 6857 Fair Oaks Boulevard
Carmichael, California 95608

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: establish beneficial occupancy, establish the RSF to be 9,305, restate the rent, issue a Notice to Proceed for various change orders; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance, and incorporate charges for liquidated damages according to paragraph 4.13,

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 on the date of Government execution, as follows:

LEASE TERM

The following is added to the Lease Term paragraph:


The space is substantially complete and accepted by the Government with beneficial occupancy established as 30 July 2013. The term will run from 30 July 2013 through 29 July 2018, with a 5 year term, 3 years firm.

Continued on Sheet 2.

This Lease Amendment contains 3 pages, and Exhibit K consists of 8 pages.

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.


FOR THE LESSOR:

Signature: 
Name: Wahid M. Salama - 8500 SAA Herzli
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: 
Name: M.E. NYGREN
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: SEP 10 2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Ben Tiner
Title: Associate Broker
Date: 9-9-13

Paragraph 1.01 is replaced with the following to account for the new RSF of 9,305.

The Premises are described as follows:

Office and Related Space: 9,305 rentable square feet (RSF), yielding **9,305** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of **1.0** percent, located on the **1st** floor of the Building, as depicted on the floor plan attached hereto as Exhibit A.

Paragraph 1.03 A is replaced with the following to account for the amount of tenant improvements amortized:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$103,378.55	\$11.11	\$103,378.55	\$11.11
TENANT IMPROVEMENTS RENT ¹	\$ 148,785.42	\$15.99 ²	\$0	\$0
OPERATING COSTS	\$36,196.45	\$3.89	\$ 36,196.45	\$3.89
TOTAL ANNUAL RENT	\$288,360.42	\$30.99	\$139,575.00	\$15.00

¹The Tenant Improvement Allowance is amortized at a rate of 6.875 percent per annum over 3 years.

²Rates may be rounded.

Paragraphs 4.03 A (3), Paragraph 4.03 A (4), Paragraph 4.03 A (5), and Paragraph 4.03 A (6) are hereby added. Paragraph 4.03 B and Paragraph 4.03 C are hereby deleted and replaced with the following to document an increased Tenant Improvement cost related to the acceptance of change orders # 5, 6, 10, and 11. Change orders # 7 and 8 are canceled, and change order 9 was determined to be the responsibility of the lessor.

“4.03 A (3) . NOTICE TO PROCEED for Change Order # 5

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed for Change Order # 5 is hereby issued, at a total change order cost not to exceed \$771.75, inclusive of all management and architectural fees.”

“4.03 A (4) . NOTICE TO PROCEED for Change Order # 6

Following a Government review of the submitted cost credit, the Government has determined that the proposed credit submitted is fair and reasonable. Change Order # 6 is for a credit of \$883.05, inclusive of all management and architectural fees.”

“4.03 A (5) . NOTICE TO PROCEED for Change Order # 10

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed for Change Order # 10 is hereby issued, at a total change order cost not to exceed \$359.10, inclusive of all management and architectural fees.”

Continued on Sheet 3.

INITIALS: LS sh & 
LESSOR GOV'T

“4.03 A (6) . NOTICE TO PROCEED for Change Order # 11

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed for Change Order # 11 is hereby issued, at a total change order cost not to exceed \$721.35, inclusive of all management and architectural fees.”

“4.03 A (7). Liquidated damages from paragraph 4.13. The lessor agrees that the construction time was exceeded by 10 working days. The damages total is \$1010.00 and will be deducted from the total tenant improvement cost.”

“4.03 B.

The total cost for Tenant Improvements in the amount of **\$785,062.23** exceeds the tenant improvement allowance of \$402,297.02, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of **\$382,765.21**. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 4.01G of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, and incorporating the liquidated damages of \$1010.00, the Government shall reimburse the Lessor in a Lump Sum Payment in the amount of **\$381,755.21** pursuant to Paragraph 4.03 C herein. The Lessor hereby waives restoration as a result of all improvements.”

“4.03 C.

Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment, an original and one copy of the invoice. The Original invoice, in the amount **not to exceed \$381,755.21** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

Alternatively, the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the invoice shall be simultaneously submitted to the Contracting Officer at:

GSA Real Estate Acquisition Division
Attention: Regina Nickerson
450 Golden Gate Avenue, 3rd floor East
San Francisco, CA 94102

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.” Exhibit K (which documents Change Orders # 5, 6, 10, and 11 costs and consists of 8 pages) is also added to the lease.

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

INITIALS: ls sh & (M)
LESSOR GOVT