

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09P-LCA03296
ADDRESS OF PREMISES 825 NORTH HUMBOLDT AVENUE WILLOWS, CALIFORNIA 95988-4783	PDN Number:

THIS AMENDMENT is made and entered into between **BRIGGS GLENN LLC**

whose address is: **6690 EAST HAIGHT ROAD**
LODI, CALIFORNIA 95240-9442

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 modify the rental table, adjust calculated commission and Broker commission credit, and to modify the annual operating rent.

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 04/01/2016 as follows:

1.03 RENT AND OTHER CONSIDERATIONS

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

Year	Start	End	Annual Shell	Annual Opex	Total Year	Total Month
1	04/01/2016	03/31/2017	\$420,065.00	\$117,605.00	\$537,670.00	\$44,805.83*
2	04/01/2017	03/31/2018	\$430,818.00	\$117,605.00	\$548,423.00	\$45,701.95*
3	04/01/2018	03/31/2019	\$441,787.00	\$117,605.00	\$559,392.00	\$46,615.99*
4	04/01/2019	03/31/2020	\$452,975.00	\$117,605.00	\$570,580.00	\$47,548.31*
5	04/01/2020	03/31/2021	\$464,386.00	\$117,605.00	\$581,991.00	\$48,499.27*
6	04/01/2021	03/31/2022	\$476,026.00	\$117,605.00	\$593,631.00	\$49,469.26*
7	04/01/2022	03/31/2023	\$487,899.00	\$117,605.00	\$605,504.00	\$50,458.65*
8	04/01/2023	03/31/2024	\$500,009.00	\$117,605.00	\$617,614.00	\$51,467.82*
9	04/01/2024	03/31/2025	\$512,361.00	\$117,605.00	\$629,966.00	\$52,497.17*
10	04/01/2025	03/31/2026	\$524,960.00	\$117,605.00	\$642,565.00	\$53,547.12*


* Rates and rents may be rounded.

This Lease Amendment contains **2** 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: Sharon A. Briggs
 Title: Owner
 Entity Name: Briggs Glenn LLC
 Date: 7/14/2016

FOR THE GOVERNMENT:

Signature: 
 Name: Rita Johnson
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 7/14/16

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Rex Doane
 Title: _____
 Date: 7/14/2016

1.04 BROKER COMMISSION AND COMMISSION CREDIT

A. **CBRE, Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **CBRE, Inc.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **\$44,805.83** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment **\$44,805.83** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$117,605.00** (or **\$4.42/ RSF***). The Government shall be responsible for all janitorial and utility costs associated with this lease; the Lessor shall be responsible for system maintenance and repair of all systems as well as lawn and landscaping maintenance. **Rate may be rounded.*

INITIALS: S.D. & [Signature]
LESSOR GOV'T