# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES: 4643 Quail Lakes Drive, Floors 1 and 2 Stockton, CA 95207-5269 LEASE AMENDMENT No. 1 TO LEASE NO. GS-09P-LCA03440 PDN Number: N/A

THIS AMENDMENT is made and entered into between

**Empire Real Estate** 

whose address is:

4643 Quail Lakes Drive, Suite 123,

Stockton, CA 95207-5269

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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: To amend square footage, rental rates, parking requirements, percentage of occupancy and operating tax base, adjust tenant improvement costs and clarify Government's rights regarding maintenance and repair of leased premises. In this regard, Paragraph 6.11C is hereby been added and Paragraphs 1.01, 1.02A and 1.03, 1.13 and 1.15 are hereby deleted and substituted therefore:

#### "1.01 THE PREMISES (JUNE 2012)

The Premises are described as follows:

- A. Office and Related Space: 12,015 rentable square feet (RSF), yielding 10,463 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the Building, location to be memorialized upon beneficial occupancy.
- B. <u>Common Area Factor</u>: The Common Area Factor (CAF) is established as 1.148332% percent. This factor,

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:

Name:

Title: Date:

## FOR THE GOVERNMENT:

Signature: Name: Title: Entity Name: Date:	EHRISTIPIEZZ (BELLIEZZ DUNGE EMPORE 4-13-2016	Signature:  Name:  Lease Contracting Officer GSA, Public Buildings Service, Date:  9/14//6	
WITNESSED	FOR THE LESSOR BY:		
Signature:			

Lease Amendment No. 1 - GS-09P-LCA03440 Page 1 of 2

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which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

# "1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

A. <u>Parking:</u> 1 parking spaces, reserved for the exclusive use of the Government, of which 1 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

## **"1.03 RENT AND OTHER CONSIDERATION**

Rent shall commence effective April 20, 2016 without the amortized Tenant Improvements as referenced in Lease Paragraphs 1.08 and 1.09. Upon completion of the Tenant Improvements and acceptance by the Government, a subsequent Lease Amendment shall be drafted to memorialize the actual Tenant Improvement amount expended that will be amortized into the remaining firm term of the rent.

The Government shall pay the Lessor annual rent as follows:

	Firm Term Rate/RSF	Firm Term Annual Rent	Non Firm Term Rate/RSF	Non Firm Term Annual Bent
Shell Rent	\$20.238743 / RSF	\$243,168.497 / YR	\$20.238743 / RSF	\$243,168,497 / YR
Tenant Improvements Rent	\$0.00 / RSF	\$0.00 / YR	\$0.00 / RSF	\$0.00 / YR
Operating Costs	\$6.895439 / RSF	\$82,848.70 / YR	\$6.895439 / RSF	\$82.848.70 / YR
Total Rent	\$27.134182 / RSF	\$326,017.197 / YR	\$27.134182 / RSF	\$326,017.197 / YR

Rent for a lesser period shall be prorated. Rent shall be payable to:

Empire Real Estate 4643 Quail Lakes Drive Suite 123 Stockton, CA 95207-5269"

# "1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **1.94** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **23,384** RSF by the total Building space of **12,015** RSF."

### "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 \$6.895439 per RSF (\$82,848.70/annum)."

### **"6.11 MAINTENANCE AND TESTING OF SYSTEMS**

C. Should the Lessor fail to maintain and repair the leased premises after three (3) written requests by the Government, the Government reserves the right to perform requested maintenance and repairs by its own employees or contractors. All costs associated with the Government's maintenance and repair of the leased premises will be charged to the Lessor in the form of a rent withhold."

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

INITIALS:

SSOR

&

- GOVT