

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 001  TO LEASE NO. GS-09B-03477
ADDRESS OF PREMISES: 516 Industry Way, Imperial, CA 92251	PDN Number:

THIS AMENDMENT is made and entered into between NSHE CA Heat, LLC, a California limited liability company whose address is: 439 Julia Drive, Brawley, CA 92227

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

WHEREAS, the parties hereto desire to amend the above change the Lease Term and 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 upon execution by the Government as follows:

Paragraphs "LEASE TERM," 1.03, and 1.05, and are deleted in their entirety and the following are substituted therefore.

#### LEASE TERM


To Have and To Hold the said Premises with its appurtenances for the term beginning March 31, 2016 and continuing through March 30, 2026, subject to termination rights as may be hereinafter set forth.

This Lease Amendment contains 3 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: KLIAIRUNISA ADYANI  
Title: Owner  
Entity Name: NSHE CA Heat, LLC, a California  
limited liability company  
Date: 3/30/16

#### FOR THE GOVERNMENT:

Signature:   
Name: Ryan Ockana  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 3/31/16

#### WITNESSED FOR THE LESSOR BY:

Signature:   
Name: MUHAMMAD E. ADYANI  
Title: Owner  
Date: 3/30/16

**1.03 RENT AND OTHER CONSIDERATION (AAP VARIATION (APR 2015))**

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

For the term March 31, 2016 through the date of TI acceptance of Block A and B:

Block	Agency	ABOA SF	RSF	Shell/RSF	Op/RSF	TI/RSF*	Total/RSF	Total Annual Rent	Struct. Parking	Surface Parking	Total Parking
A		8,235	9,029	\$ 18.35	\$ 9.70	-	\$ 28.05	\$ 253,263.45	10	12	22
B		3,719	4,078	\$ 18.35	\$ 9.70	-	\$ 28.05	\$ 114,387.90	9		9
C		1,634	1,791	\$ 18.35	\$ 9.70	-	\$ 28.05	\$ 50,237.55		4	4
TOTAL		13,588	14,898	\$273,378.30	\$144,510.60	-		\$ 417,888.90	19	16	35

For the term beginning upon TI acceptance of Block A and B through March 30, 2021:

Block	Agency	ABOA SF	RSF	Shell/RSF	Op/RSF	TI/RSF*	Total/RSF	Total Annual Rent	Struct. Parking	Surface Parking	Total Parking
A		8,235	9,029	\$ 18.35	\$ 9.70	\$ 4.03 <sup>1</sup>	\$ 32.08	\$ 289,661.86	10	12	22
B		3,719	4,078	\$ 18.35	\$ 9.70	-	\$ 28.05	\$ 114,387.90	9		9
C		1,634	1,791	\$ 18.35	\$ 9.70	-	\$ 28.05	\$ 50,237.55		4	4
TOTAL		13,588	14,898	\$273,378.30	\$144,510.60	\$36,398.41		\$ 454,287.31	19	16	35

For the term March 31, 2021 through March 30, 2026:

Block	Agency	ABOA SF	RSF	Shell/RSF	Op/RSF	TI/RSF	Total/RSF	Total Annual Rent	Struct. Parking	Surface Parking	Total Parking
A		8,235	9,029	\$ 19.35	\$ 9.70	-	\$ 29.05	\$ 262,292.45	10	12	22
B		3,719	4,078	\$ 19.35	\$ 9.70	-	\$ 29.05	\$ 118,465.90	9		9
C		1,634	1,791	\$ 19.35	\$ 9.70	-	\$ 29.05	\$ 52,028.55		4	4
TOTAL		13,588	14,898	\$288,276.30	\$144,510.60	-		\$ 432,786.90	19	16	35

<sup>1</sup> The Tenant Improvement Allowance of \$20.00 per ABOA (total TI amount \$164,700.00) is amortized at a rate of 4 percent per annum over 5 years at a rate of \$4.031279/RSF.

B. In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 13,588 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

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F. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
  2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
  3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- I. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

#### 1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after March 30, 2021, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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