

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 002  TO LEASE NO. GS-09P-LCA03477
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 final inspection of Tenant Improvements (TI) was performed on October 6, 2016 and the space was accepted for beneficial occupancy as of October 10, 2016.

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:

Lease Amendment (LA) #2 is issued to: commence TI rent payments on October 10, 2016 through March 30, 2021 and adjust the full service rent based on the final Tenant Improvement cost.

Final TI cost is established as \$97,050.17 to be amortized at 4.00% annual interest from October 10, 2016 through March 31, 2021 (a period of 54 months).


Paragraph 1.03 is replaced in its entirety and the following is substituted therefore:

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: KAREN ADMANI  
 Title: OWNER  
 Entity Name: ADMANI FAMILY TRUST  
 Date: 10/12/16

**FOR THE GO**

Signature:   
 Name: JASON REISIDOR  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 10/13/16

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Mohammad J. ADMANI  
 Title: SPOUSE  
 Date: 10/12/16

**1.03 RENT AND OTHER CONSIDERATION (AAAP 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 October 10, 2016 through March 30, 2021:**

Block	Agency	ABOF 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	\$2.61	\$30.66	\$276,865.18	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	\$23,601.73		\$441,490.63	19	16	35

\*Tenant Improvements of \$97,050.17 are amortized at a rate of 4% over the remaining firm term at a rate of \$2.61392/RSF

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

Block	Agency	ABOF 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

B. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (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. 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.

F. 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.

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 herein 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.

INITIALS:

KN  
LESSOR

&amp;

SK  
GOVT

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).

INITIALS: KW & JR  
LESSOR GOV'T