

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09P-LCA03440
ADDRESS OF PREMISES: 4643 Quail Lakes Drive, Floors 1 and 2 Stockton, CA 95207-5269	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 accept Tenant Improvements, begin rent payments on the accepted Tenant Improvements and clarify Lessor responsibility with regard to Temperature Ticket Response. In this regard, Paragraphs 1.03 and 6.11 are hereby deleted and 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.

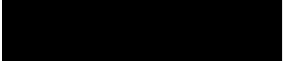
FOR THE LESSOR:

Signature: 
Name: CHRISTOPHER BENNETT
Title: OWNER
Entity Name: EMPIRE
Date: 4-26-18

FOR THE GOVERNMENT:

Signature: 
Name: Marie-Ann Doria
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 05/04/2018

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Suzie Kaiser
Title: Processor
Date: 4/26/2018

1.03 RENT AND OTHER CONSIDERATION

Rent shall commence for Tenant Improvements effective April 10, 2018 for the remaining 3 years of the 5 year firm term. The Government shall pay the Lessor annual rent as follows:

	April 10, 2016 – April 9, 2018 Rate/RSF	April 10, 2016 – April 9, 2018 Annual Rent	April 10, 2018 – April 9, 2021 Rate/RSF	April 10, 2018 – April 9, 2021 Annual Rent	April 10, 2021 – April 10, 2026 Rate/RSF	April 10, 2021 – April 10, 2026 Annual Rent
Shell Rent	\$20,238,743	\$243,168,497	\$20,238,743	\$243,168,497	\$20,238,743	\$243,168,497
Tenant Improvements Rent	\$0.00	\$0.00	\$3,450,145	\$41,456,947 \$41,453.49	\$0.00	\$0.00
Operating Costs*	\$6,895,439	\$82,848,70	\$6,895,439	\$82,848,70	\$6,895,439	\$82,848,70
Total Rent	\$27,134,18	\$326,017,197	\$31,163,43	\$367,474,144 \$30,584,36	\$27,134,182	\$326,017,197

*Base Operating Rent exclusive of CPI escalations

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

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

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as but not limited to fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

C Lessor agrees to the requirements as specified in the "Temperature Tickets Protocol", made a part of this lease as Attachment #1 to this Lease Amendment #2.

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

INITIALS

[Signature]
LESSOR

&

[Signature]
GOVT

TEMPERATURE TICKETS PROTOCOL

1. Temperatures throughout Government leased space and service areas must adhere to ranges specified in Lease paragraph 6.05 Heating and Air Conditioning (SEP 2014), attached here. Should temperatures be found "out of range", IRS staff will submit notice of temperature deficiency using IRS' ticket protocol. This ticket will be automatically forwarded to Lessor electronically via e-mail.
2. Within a reasonable time frame as determined by the Lease Contracting Officer, within fifteen (15) minutes and not to exceed one (1) hour of receipt of ticket, the Lessor shall make contact with the IRS ticket requestor by phone or in person and provide an estimated time of arrival before dispatching the responding party. Contact information for the IRS ticket requestor is provided as the primary point of contact listed on the ticket.
3. Contact must also be made with GSA Field Office/Property manager within a reasonable time frame as determined by the Lease Contracting Officer, within fifteen (15) minutes and not to exceed one (1) hour of receipt of ticket. In addition, updates must be provided via phone or email to GSA Field Office/Property Manager after dispatching responding party and at a minimum twice a day depending on nature of issue and as determined by Lease Contracting Officer, until issue is resolved. GSA Field Office contact information is as follows until Lessor is notified of any changes:

Monica Perez
Lease Administration Specialist
GSA, Sacramento Field Office
John E. Moss Federal Building
650 Capitol Mall, Suite 8-100
Sacramento, CA 95814
Office: (916) 930-3667
Cell: (916) 717-0159
Monica.Perez@gsa.gov

4. If contact is not made with the IRS ticket requestor and GSA Field Office point of contact within a reasonable time frame as determined by the Lease Contracting Officer, within fifteen (15) minutes and not to exceed one (1) hour of receipt of ticket, a secondary contact shall be made by GSA Field Office point of contact with the following:

Air Tech Heating and Air Conditioning
(209) 931-5900

5. Failure by Lessor to adhere to this protocol and/or issue is not resolved within a reasonable time frame as determined by the Lease Contracting Officer, within fifteen (15) minutes and not to exceed one (1) hour of receipt of ticket, action by the Government may be taken as per GSA Form 3517 General Clauses, attached here.

