

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09P-LCA03046
ADDRESS OF PREMISES 1337 South 46th Street, Richmond, CA 94804	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between

WAREHAM - EPA A CALIFORNIA LIMITED PARTNERSHIP  
whose address is: 1120 NYE STREET, SUITE 400, SAN RAFAEL, CA 94901-2946

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 correct the annual rent for the Building Security Amortized Capital (BSAC) Item of [REDACTED] that is no longer required.

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 of the Government, as follows:

The Lease included the Lessor to provide and install Building Security Amortized Capital (BSAC) Item of [REDACTED] (Reference Security Unit Price List, Lease Exhibit C). This BSAC Item is no longer required since the [REDACTED] previously installed in the space under the Lease meets the [REDACTED]. Effective February 1, 2014, the BSAC cost of \$117,608.00 has been amortized at a rate of 7 percent per annum over the 5 year firm term of the Lease. Effective February 1, 2014, the BSAC rental component on the Lease was \$27,869.00 (\$0.62 per RSF) per annum over the 5 year firm term of the Lease. Effective February 1, 2014, the annual rent is corrected for reduction of BSAC cost from \$27,869.00 (\$0.62 per RSF) per annum to \$0.00 per annum.

Paragraph 1.03 is deleted in its entirety and replaced with the following Paragraph 1.03.

**Continued on Page 2**

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: [REDACTED]  
Name: Richard [REDACTED]  
Title: General Partner  
Entity Name: WAREHAM - EPA A CALIFORNIA LIMITED PARTNERSHIP  
Date: 9/11/14

**FOR THE GOVERNMENT:**

[REDACTED]  
Name: ELLEN KHANLOO  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 9/12/14

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: CD Ballou  
Title: Manager  
Date: 9/11/14

1.03 RENT AND OTHER CONSIDERATION

A. Effective February 1, 2014, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Year 1 2/01/14 – 1/31/15		Year 2 2/01/15 – 1/31/16		Year 3 2/01/16 – 1/31/17		Years 4 - 5 2/01/17 – 1/31/19	
	Annual Rent	Annual Rate per RSF	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF
SHELL RENT <sup>1</sup>	\$1,724,282.00	\$38.36	\$1,778,222.00	\$39.56	\$1,832,162.00	\$40.76	\$1,886,102.00	\$41.96
TENANT IMPROVEMENT RENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>2</sup>	\$673,351.00	\$14.98	\$673,351.00	\$14.98	\$673,351.00	\$14.98	\$673,351.00	\$14.98
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>3</sup> (BSAC)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING RENT <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$2,397,633.00	\$53.34	\$2,451,573.00	\$54.54	\$2,505,513.00	\$55.74	\$2,559,453.00	\$56.94

<sup>1</sup>Shell rent (Firm Term) calculation: **\$38.36** per RSF multiplied by **44,950** RSF FOR YEAR 1; **\$39.56** per RSF multiplied by **44,950** RSF FOR YEAR 2; **\$40.76** per RSF multiplied by **44,950** RSF FOR YEAR 3; **\$41.96** per RSF multiplied by **44,950** RSF FOR YEARS 4 and 5.

<sup>2</sup>Operating Costs rent calculation: **\$14.98** per RSF multiplied by **44,950** RSF FOR YEARS 1 THROUGH 5

<sup>3</sup>Building Specific Amortized Capital (BSAC) of **\$0.00** for the 5 year firm term.

<sup>4</sup>Parking rental rate is included in the Shell Rent above.

B. Intentionally Deleted

C. Intentionally Deleted

D. Intentionally Deleted

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.

F. 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 in the Lessor's System for Award Management Registration (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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;

INITIALS:  LESSOR &  GOVT

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of water, electricity, gas [for heating], and sewage), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of water, electricity, gas [for heating], and sewage directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

H. Intentionally Deleted"

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