

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.1
	TO LEASE NO. GS-09B-03054
ADDRESS OF PREMISES 1521 CARPENTER ROAD MODESTO CA, 95354-1147	

THIS AMENDMENT is made and entered into between **MODESTO GSA, LLC**

whose address is: **8100 MACOMB STREET, GROSSE ILE MI, 48183**

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 increase the square footage and reestablish the rental schedule.

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 **NOVEMBER 6, 2013** as follows:

Paragraphs 1.01, 1.03 and 1.04 are amended as follows:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. BLOCK A: 17,978 rentable square feet (RSF), yielding 17,978 ANSI/BOMA Office Area (ABOA) square feet (SF) of office space located on the first floor and known as suite E1 of the building.
- BLOCK B: 4,374 rentable square feet (RSF), yielding 1,459 ANSI/BOMA Office Area (ABOA) square feet of office located on the first floor and known as Suite E1 of the building.

FOR A TOTAL OF 22,352 RSF, yielding 19,437 ABOA square feet of office space.

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:
 [Redacted Signature]
 Signature: _____
 Name: _____
 Title: MEMBER
 Entity Name: MODESTO GSA, LLC
 Date: 5-9-14

FOR THE GOVERNMENT:
 [Redacted Signature]
 Signature: _____
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: May 15, 2014

WITNESSED
 [Redacted Signature]
 Signature: _____
 Name: JOE WILSON
 Title: MANAGER
 Date: 5-9-14

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

Block A:

	Firm Term (Year 1) November 6, 2013 through November 5, 2014	Firm Term (Year 2) November 6, 2014 through May 5, 2015	Firm Term (Year 2) May 6, 2015 through November 5, 2015	Firm Term (Years 3-10) November 6, 2015 through November 5, 2023	Non Firm Term (Years 11-15) November 6, 2023 through November 5, 2028
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹	\$ 337,447.06	\$ 337,447.06	\$ 337,447.06	\$ 241,983.88	\$ 241,983.88
Tenant Improvements rent ²	\$ -	\$ -	\$ 136,114.74	\$ 136,114.74	\$ -
Operating Costs ³	\$ 108,407.34	\$ 108,407.34	\$ 108,407.34	\$ 108,407.34	\$ 108,407.34
Total Annual Rent	\$ 445,854.40	\$ 445,854.40	\$ 581,969.14	\$ 486,505.96	\$ 350,391.22

¹Shell rent Years 1-2 calculation: \$18.77 per RSF multiplied by 17,978 RSF. Shell rent (Years 3-15) calculation: \$13.46 per RSF multiplied by 17,978 RSF.

²The Tenant Improvement Allowance of \$940,968.62 is amortized at a rate of 5 percent per annum over 102 months.

³Operating Costs rent calculation: \$6.03 per RSF multiplied by 17,978 RSF

⁴Building Specific Security Costs of \$0 are amortized at a rate of X percent per annum over XX years

⁵Parking costs described under sub-paragraph G below

Block B:

	Firm Term (Year 1) November 6, 2013 through November 5, 2014	Firm Term (Year 2) November 6, 2014 through May 5, 2015	Firm Term (Year 2) May 6, 2015 through November 5, 2015	Firm Term (Years 3-10) November 6, 2015 through November 5, 2023	Non Firm Term (Years 11-15) November 6, 2023 through November 5, 2028
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹	\$ 82,099.98	\$ 82,099.98			
Tenant Improvements rent ²	\$ -	\$ -			\$ -
Operating Costs ³	\$ 26,375.22	\$ 26,375.22			
Total Annual Rent	\$ 108,475.20	\$ 108,475.20	\$ -	\$ -	\$ -

¹Shell rent Years 1-2 calculation: \$18.77 per RSF multiplied by 4,374 RSF.

²Operating Costs rent calculation: \$6.03 per RSF multiplied by 4,374 RSF

For a total of:

	Firm Term (Year 1) November 6, 2013 through November 5, 2014	Firm Term (Year 2) November 6, 2014 through May 5, 2015	Firm Term (Year 2) May 6, 2015 through November 5, 2015	Firm Term (Years 3-10) November 6, 2015 through November 5, 2023	Non Firm Term (Years 11-15) November 6, 2023 through November 5, 2028
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹	\$ 419,547.04	\$ 419,547.04	\$ 337,447.06	\$ 241,983.88	\$ 241,983.88
Tenant Improvements rent ²	\$ -	\$ -	\$ 136,114.74	\$ 136,114.74	\$ -
Operating Costs ³	\$ 134,782.56	\$ 134,782.56	\$ 108,407.34	\$ 108,407.34	\$ 108,407.34
Total Annual Rent	\$ 554,329.60	\$ 554,329.60	\$ 581,969.14	\$ 486,505.96	\$ 350,391.22

1.04 TERMINATION RIGHTS (AUG 2011)

Block A: To have and to hold, for the term beginning on November 6, 2013 and continuing through May 5, 2028 inclusive. The Government may terminate this lease at any time on or after November 6, 2023, by giving at least 90 days notice in writing to the Lessor. No rental rate shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Block B: To have and to hold, for the term beginning on November 6, 2013 and continuing through May 5, 2015 inclusive. The Government may terminate this lease at any time on or after November 6, 2014, by giving at least 60 days notice in writing to the

INITIALS:  & 
LESSOR & GOVT

Lessor. No rental rate shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.”

INITIALS:  & 