

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>1</u>
	TO LEASE NO. <u>GS-09P-LCA03160</u>
ADDRESS OF PREMISES 2365 Iron Point Road, Suite 205 Folsom, California 95630-8711	PDN Number: <u>N/A</u>

THIS AMENDMENT is made and entered into between
Folsom Corporate Center Investors, LLC

whose address is: **c/o UBS Realty Investors
455 market Street, Suite 1000
San Francisco, California 94105-2420
Attn: Asset Manager**

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 premises and parking prior to occupancy and to adjust rent and other consideration, commission and commission credit, percentage of occupancy, and security standards.

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 1.01, 1.03, 1.04, 1.08, Exhibit "C", and Exhibit "F" are hereby deleted and the following substituted therefore:


"1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

Office and Related Space: **5,580** rentable square feet (RSF), yielding **4,895** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **second** floor and known as Suite 205, of the Building, as depicted on the floor plans attached hereto as Exhibit F.


This Lease Amendment contains 6 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: Scott Mullen
Title: Director
Entity Name: Folsom Corporate Center Investors LLC

FOR THE GOVERNMENT

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: October 30, 2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: ANDREW WIEBSTOCK
Title: AUTHORIZED OFFICER

“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:

MONTH	TOTAL RENT (\$/RSF/YR)	TOTAL ANNUAL RENT	MONTHLY RENT ²
1-3 ¹	\$0.00	\$0.00	\$0.00
4-60	\$27.206	\$151,809.48	\$12,650.79
61-120	\$27.30	\$152,334.00	\$12,694.50

¹Total Monthly Rent will be waived for Month 1 through Month 3 (three months).

²Monthly Rent does not reflect Commission Credit per Section 1.04 per this lease.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **4,895** ABOA SF based upon the methodology outlined under the “Payment” clause of GSA Form 3517B.”

“1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Carpenter/Robbins Commercial Real Estate, Inc.** is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Carpenter/Robbins Commercial Real Estate, Inc.** with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the “Rent and Other Consideration” paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the fourth month of the rental payments and continue through the fifth month as indicated in this schedule for adjusted Monthly Rent:

Month 4 Rental Payment \$12,650.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

Month 5 Rental Payment \$12,650.79 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph “Rent and Other Consideration.”

“1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment paragraph of this Lease is 3.76% percent.

**Revised Exhibit “C”, Security Requirements is attached on Page 3, Page 4 and Page 5 of this amendment.
Revised Exhibit “F”, Floor Plan is attached on Page 6 of this amendment.**

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

INITIALS:  & 
LESSOR GOVT