

AMENDMENT ONE TO COMMERCIAL LEASE

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment") is entered into effective as of 1<sup>st</sup> day of, April 2020 by and between CARLTON COMMERCIAL PROPERTIES, LLC, hereafter called "Lessor" and GHD INC., hereafter called "Lessee."

RECITALS

A. Lessor and Lessee are parties to a lease dated as of October 1, 2017 (the "Lease"), pursuant to which Lessee leases from Lessor certain premises consisting of 2,126 rentable square feet of Laboratory and Office space and 900 rentable square feet of Garage/Storage space (the "Premises") in the building located at 3883 Ponderosa Road, Building B, Shingle Springs, California (the "Building").

B. Lessor and Lessee desire to amend the Lease to provide for: (i) the extension of the Lease Term, (ii) the modification of monthly Base Rent payable under the Lease, and (iii) certain other Lease modifications, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

**1. Term.**

The Extension Term of the Lease shall be for a period of 12 months commencing on the 1st day of April, 2020, and ending at 5:00 p.m. Pacific Standard time March 31, 2021. Lessee shall have the right and option to extend the term of this Lease on the same terms and conditions, for an additional five (5) years if at the time of notice of exercise said option Lessee is not in default of any of the terms or conditions of this Lease and subject to good faith negotiations regarding the increase in the then base rent. If Lessee desires to exercise its option to extend, Lessee shall deliver to Lessor written notice thereof, not less than ninety (90) days nor more than one-hundred twenty (120) days prior to the expiration date of this Lease.

**2. Rent.**

2.1 During the Extension Term, Lessee shall pay to Lessor, in advance, on or before the first day of each and every successive calendar month during the term hereof, without deduction or offset base rent as follows:

<u>Months of Terms</u>	<u>Building B</u>	<u>Monthly Base Rent Per Square Foot</u>	<u>Monthly Rent</u>
01-12	Laboratory and office	\$1.90/sqft	\$4,039.40
01-12	Garage Space	\$1.10/sqft.	\$ 990.00
01-12	Total monthly rent		\$5,029.40

**2.2 MODIFIED GROSS LEASE.**

Subsection 4.2 of the Lease shall be deleted in its entirety and replaced as follows:

Lessee shall pay for all heat, light, power, telephone and other utilities and services supplied to the Premises, together with its Proportionate Share of all-risk insurance. Lessor shall be responsible for propane, water and solid waste. If any such services are not separately metered to Lessee, Lessee shall pay a proportionate share equal to 80% (its "Proportionate Share") of all charges jointly metered with other Premises which form a part of the Buildings which is 4,951 square feet.

**3. Repairs and Maintenance.**

3.1 Subsection 9.1 of the Lease shall be deleted in its entirety and replaced as follows:

Lessor shall have no obligation for repair or maintenance of the Premises with the exception of repair and maintenance of the roof, HVAC exterior walls, exterior painting, foundation, exterior plumbing, exterior electrical, driveways, landscaping, and parking lots.

3.2 Subsection 9.3 of the Lease shall be deleted in its entirety and replaced as follows:

Lessee will, at its own cost and expense, and during the full term of said Lease, make any and all changes, additions or modifications to any such building or improvements which may be lawfully required by the building ordinances of the County of El Dorado and by any laws of the State of California or United State of America, or by the lawful requirements and regulations of any legally

constituted body or authority thereunto appertaining, insofar as the same arise from Lessee's particular use of the Premises.

#### **4. Utilities.**

Section 11 of the Lease shall be deleted in its entirety and replaced as follows:

Lessee shall be solely responsible for and promptly pay all charges for gas and electricity consumed by Lessee or on behalf of Lessee on the leased Premises. If any such services are not separately metered to Lessee, Lessee shall pay its Proportionate Share of all charges jointly metered with other premises. In the event such charges shall not be paid when due, Lessor shall have the right to pay the same, which amount so paid is hereby declared to be additional rent and shall be due and payable with the next installment of rent hereunder.

#### **5. Holdover.**

If Lessee remains in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, with or without the express or complied consent of Lessor, such tenancy shall be month-to-month only and shall not constitute a renewal or extension for any further term. In such event, Rent shall be increased to an amount equal to one hundred and twenty five percent (125%) of the Rent payable during the last month of the term, and any other sums due pursuant to this Lease shall be payable in the amounts and at the times specified in this Lease. Such month-to-month tenancy shall be subject to every other term, condition, and covenant contained in this Lease.

#### **6. Energy Star.**

Lessee shall cooperate with Lessor's compliance with all disclosures and information related to utilities disclosures required by applicable laws, including, without limitation, those requires by Title 20, Division 2, Chapter 4, Article 9, Sections 1680-1685 of the California Code of Regulations (which implements procedures pursuant to the California Public Resources Code Section 25402.10 codified AB1103 as amended by AB 531), or under any similar law, statute or ordinance. (the "Nonresidential Building Energy Use Disclosure Program"). Lessee shall provide Lessee's energy use data for the Leased Premises to Lessor, including, without limitation, providing copies of utility bills. Further, Lessee shall authorize all applicable utility companies to release such information to Lessor, upon

Lessor's request. Lessee's obligations under this paragraph shall survive the expiration or earlier termination of the Lease.

**7. CASp Disclosure/ADA.**

The Leased Premises have not undergone an inspection by a Certified Access Specialist. Notwithstanding the foregoing, since compliance with the Americans with Disabilities Act or any similar statutes, laws or legislation (collectively "Applicable ADA Laws") is dependent upon Lessee's specific use of the Leased Premises, Lessor makes no representation or warranty as to whether or not the Leased Premises comply with Applicable ADA Laws. In the event that Lessee's use of the Leased Premises requires modifications or additions to the Leased Premises in order to be in compliance with Applicable ADA Laws, Lessee agrees to make any such necessary modifications and/or additions to the Leased Premises at Lessee's sole cost and expense. Further, if Lessee's alterations, use and/or business operations result in the requirement to modify and/or add to other areas of the Property in order to be in compliance with Applicable ADA Laws, then Lessee, at Lessee's sole cost and expense, will be responsible for such compliance, and Lessee recognizes that Lessor shall have the right to perform such work, and Lessee shall reimburse Lessor for such work upon demand.


**8. Lease in Full Force and Effect.**

Except as provided above, the Lease is unmodified hereby and remains in full force and effect.

IN WITNESS WHEREOF the Lessor and Lessee have executed these presents as of the day and year first above written.

LESSOR:  
CARLTON COMMERCIAL PROPERTIES, LLC

LESSEE:  
GHD INC.

By:   
\_\_\_\_\_  
Alan Carlton  
Title: President

By: \_\_\_\_\_  
John Ferguson  
Title: Principal