

THIS AMENDMENT TO OCCUPANCY AGREEMENT, made and entered into this 21st day of March, 2020, by and between Oakland Alameda Hotels, LLC, hereinafter called Owner, and the State of California acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH:

WHEREAS, under occupancy agreement dated March 15, 2020, the State hires from Owner certain premises located at Radisson Hotel Oakland, 8400 Edes Avenue, Oakland, CA as more particularly described in said occupancy agreement; and

WHEREAS, the parties hereto desire to amend said occupancy agreement to (1) provide for hotel services and operations; and (2) provide for general repair and maintenance.

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. Paragraph 7, Services, Utilities, and Supplies, of said occupancy agreement is hereby deleted and replaced with:

Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. Pool, pool area, and pool equipment, if any.
- E. Linen/terry and laundry services.
- F. Standard hotel housekeeping/janitorial services not less than every 3 days.

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's administrative costs, from the rent that may then be, or thereafter become due hereunder.

2. Paragraph 8, Repair and Maintenance, of said occupancy agreement is hereby deleted and replaced with:

During the term of this occupancy agreement, the Owner shall maintain the occupied premises in good repair and tenantable condition.

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Except as amended herein, all the terms of said occupancy agreement hereinabove referred to shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment to occupancy agreement has been executed by the parties hereto on the date first above written.


STATE OF CALIFORNIA

OWNER

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

OAKLAND ALAMEDA HOTELS, LLC

By  _____
MICHAEL STUMP, Real Estate Officer
Real Estate Leasing and Planning Section


By  _____
NUPEN PATEL, OWNER

Date 3/23/2020

Date 3-22-2020

Approved

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By  _____
JIM MCNEARNEY, Leasing Manager
Real Estate Leasing and Planning Section

Date 3/23/2020