



**Lease Amendment
Number 04**

Lease Number: GS-09B-02619 **Date:** 2/13/13

ADDRESS OF PREMISES 443 Redcliff Dr. Redding, CA. 96002-0130

THIS AGREEMENT, made and entered into this date by and between: **443 Redcliff Drive Associates, LLC.**

whose address is: 8 Harris Court, Suite A-1, Monterey, CA. 93940-5714

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 establish beneficial occupancy as of December 20th, 2012.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government:

The following Paragraph and Section 1.03 of the Lease are hereby deleted in their entirety and the following substituted therefore.

“TO HAVE AND TO HOLD the premises with their appurtenances beginning on December 20th, 2012 through December 19th, 2027, subject to termination and renewal rights as may be hereinafter set forth. To be used for such purposes as determined by the General Services Administration.”

“1.03 RENT AND OTHER CONSIDERATIONS

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

	FIRM TERM (YEARS 1-10)	NON FIRM TERM (YEARS 11-15)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$269,160.50	\$269,160.50
TENANT IMPROVEMENTS RENT ²	\$ 56,362.48	\$0.00
OPERATING COSTS ³	\$ 122,594.99	\$ 122,594.99
TOTAL ANNUAL RENT	\$448,117.97	\$391,755.49

¹Shell rent (Firm Term) calculation: \$26.50 per RSF multiplied by 10,157 RSF

²The Tenant Improvement Allowance of \$387,123.27 is amortized at a rate of 8 percent per annum over 10 years.

³Operating Costs rent calculation: \$12.07 per RSF multiplied by 10,157 RSF

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

443 Redcliff Drive Associates, LLC.

By
(Signature) Beland B. Evans

Manager
(Title)

In Presence of

(Signature)

8 HARRIS COURT #A-1, Monterey, CA 93940
(Address)

United States Of America, General Services Administration, Public Buildings Service.

(Signature)

Eric Johnson
Contracting Officer



SHEET NUMBER 1 Attached to Lease Amendment Number 04 and made a part of US Government Lease GS-09B-02619

B. Rent is subject to adjustment based upon a physical measurement of the Space upon acceptance, not to exceed **8,363** ABOA SF, based upon the ABOA per square foot rate set forth above.

C. 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.

D. 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 Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR

E. 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;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the 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."

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