

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-09B-02795
ADDRESS OF PREMISES 800 Business Park Drive, Suites B through E, Dixon, California 95620-4309	PDN Number: PS0025003

THIS AMENDMENT is made and entered into between B&T, LLC,

whose principal place of business is: 1401 Shore Street, West Sacramento, California 95691-3512, and whose mailing address is: P.O. Box 735, West Sacramento, California 95691-0735, and whose interest in the Property described herein is that of Owner, and 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 document changes in the form of future lease amendments, establish the date of beneficial occupancy and the term of the lease, to correct errors in the commission credit, and document and arrange payment for tenant improvement change orders:

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 **January 17, 2013** as follows:

- A. Use of GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
- B. Paragraphs 2, 4, 9, and 24 of the lease are hereby deleted in their in their entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for a total term of ten (10) years beginning January 17, 2013 through January 16, 2023, inclusive; along with any applicable termination and renewal rights. The total lease term is for (10) years, five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth."

"4. The Government may terminate this Lease in whole or in part effective any time on or after January 16, 2018 upon ninety (90) calendar days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payment will be made retroactively, no monies whatsoever are due under this agreement until thirty (30) calendar days after the date of execution by the Government.

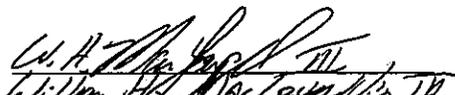
This Lease Amendment contains **2** pages.

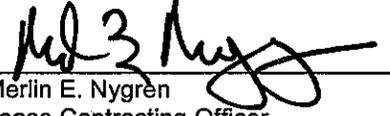
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date:

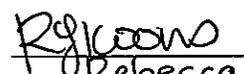
FOR THE LESSOR:

FOR THE GOVERNMENT, General Services Administration:

Signature: 
 Name: William H. Reynolds III
 Title: Member
 Entity Name: B&T LLC
 Date: 2/21/13

Signature: 
 Name: Merlin E. Nygren
 Title: Lease Contracting Officer
Public Buildings Service
 Date: FEB 21 2013

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Rebecca Koons
 Title: Property Manager Assistant
 Date: 2/21/13

"9. RENT AND OTHER CONSIDERATION:

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

	FIRM TERM (MONTHS 1-60)	NON FIRM TERM (MONTHS 61-120)
	ANNUAL RENT (YEARS 1-5)	ANNUAL RENT (YEARS 6-10)
SHELL RENT	\$119,257.60	\$138,163.20
TENANT IMPROVEMENT RENT ¹	\$73,547.50	\$0.00
OPERATING COSTS	\$51,072.00	\$51,072.00
TOTAL ANNUAL RENT	\$243,877.10	\$189,235.20
MONTHLY RENT	\$20,323.09	\$15,769.60

¹The Tenant Improvement Allowance of \$309,524.60 is amortized at a rate of 7.00 percent per annum over 5 years.

Rent for a lesser period shall be prorated. Rent shall be paid through Electronic Funds Transfer (EFT), and shall be payable to:

B&T, LLC
 P.O. Box 735
 West Sacramento, CA 95691-0735"

"24. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. Notwithstanding Paragraph 9 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$20,323.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
 Second Month's Rental Payment of \$20,323.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

C. Paragraph 29 is hereby added to the Lease:

"29. The Tenant Improvement costs have increased by the amount of \$11,408.50 as a result of Change Order Request (COR) numbers 1, 2, 3, 6, 7, 8, and 9. The change orders are described as follows:

- COR #1: Processing Lab 120 and Analytical Lab 119 Laminated Base Cabinet - Deduct [REDACTED]
- COR #2: Processing Lab 120 and [REDACTED] / [REDACTED] t Base Cabinets [REDACTED]. This was split 50% / 50% with Lessor - Add [REDACTED]
- COR #3: Open Office 126 Electrical Changes per Drawing Revision 8 - Add [REDACTED]
- COR #6: Paint concrete floors in rooms 107, 108, 119, 120, 123, 124, 125, and 128 - Add [REDACTED]
- COR #7: Install projector mount and screen - Add [REDACTED]
- COR #8: Install tile floor in suite entry area - Add [REDACTED]
- COR #9: Install razor wire at 4 corners of ware yard - Add [REDACTED]

The revised total cost for Tenant Improvements, in the amount of \$497,565.50, exceeds the tenant improvement allowance of \$309,524.60, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$188,040.90. The Lessor shall construct all Tenant Improvements in accordance with the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$188,040.90 pursuant to Paragraph 28 of this Lease."

INITIALS:  & 
 LESSOR GOV'T