

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-09B-02745
ADDRESS OF PREMISES College Square 991 Parallel Drive, Suite A Lakeport, CA 95453-9757	PDN Number: N/A

THIS AMENDMENT is made and entered into between **RUZICKA ASSOCIATES,**

whose address is: **2495 PARALLEL DRIVE, LAKEPORT, CA 95453-9757**

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 correct the rent and commission paragraphs to reflect the revised Tenant Improvement Allowance;

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 **December 13, 2012** 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 now hereby be construed to mean "Lease Amendment".

B. Paragraphs 10, 16 and 21 of the Lease are hereby deleted in their entirety and replaced with the following:

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

	12/13/2012 - 12/12/2017		12/13/2017 - 12/12/2022		12/13/2022 - 12/12/2027	
	Annual Rent ²	Monthly Payment	Annual Rent ²	Monthly Payment	Annual Rent ²	Monthly Payment
Shell Rent	\$ 143,830.04		\$ 169,125.90		\$ 198,160.64	
Tenant Improvements Rent ¹	\$ 38,756.06		\$ 38,756.06		\$ -	
Operating Costs	\$ 38,031.42		\$ 38,031.42		\$ 38,031.42	
Total Annual Rent	\$ 220,617.52	\$ 18,384.79	\$ 245,913.38	\$ 20,492.78	\$ 236,192.06	\$ 19,682.67

¹The Tenant Improvement Allowance of \$272,082.89 is amortized at a rate of 7.5% percent per annum over ten (10) years.

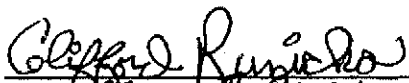
²Rates may be rounded.

This Lease Amendment contains 2 pages.

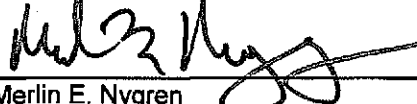
All other terms and conditions of the lease shall remain in force and effect.

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

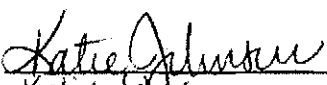
FOR THE LESSOR:

Signature: 
 Name: CLIFFORD RUZICKA
 Title: OWNER
 Entity Name: RUZICKA ASSOCIATES
 Date: FEB. 11, 2013

FOR THE GOVERNMENT, General Services Administration:

Signature: 
 Name: Merlin E. Nygren
 Title: Lease Contracting Officer
Public Buildings Service
 Date: FEB 13 2013

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Katie Johnson
 Title: Engineering Services Coord.
 Date: 2/11/13

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

RUŽICKA ASSOCIATES
2495 Parallel Drive
Lakeport, CA 95453-9757"

"16. TENANT IMPROVEMENT ALLOWANCE:

The maximum Tenant Improvement Allowance has been established by Paragraph 25 of this Lease as **\$272,082.89**. The Tenant Improvement Allowance shall be amortized over the **ten (10) year firm term** of the lease agreement at an interest rate (amortization rate) of **7.5% per year.**"

"21. COMMISSION AND COMMISSION CREDIT:

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 10 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 **\$18,384.79** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment **\$18,384.79** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment **\$18,384.79** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

For the remainder of the lease term, the amount of the rent shall be in accordance with paragraph 10 of this Lease."

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments 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 SPACE INTENTIONALLY LEFT BLANK]

INITIALS:

CR
LESSOR

&

[Signature]
GOV'T