

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO 3.

DATE
DEC 08 2011

TO LEASE NO. **GS-09B-02650**

ADDRESS OF PREMISES: 200 West 8th Street, Alturas, CA 96101-3203

THIS AGREEMENT, made and entered into this date by and between **ROBERT AND DAWN BAIRD FAMILY TRUST**, acting by and through **ROBERT G BAIRD** or **DAWN K BAIRD**

whose address is [REDACTED]

whose mailing address is: P.O. Box 333, Canby, California 96015-0333

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

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

I. Paragraph 1 of this lease is amended:

The Lessor hereby leases to the Government the following described premises:
24,227 rentable square feet (r.s.f.), yielding approximately 24,017 ANSI/BOMA Office Area square feet and related space, in the building located at 200 West 8th Street, Alturas, California, 96101-3203, together with forty (40) on-site surface parking spaces, all as shown on the attached Floor Plan (Exhibit A) (the 'Premises'), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

II. Paragraph 3 of this lease is amended:

The Government shall pay the Lessor, upon establishment of beneficial occupancy, annual rent of \$582,614.22 at the rate of \$48,551.19 per month in arrears for years 1 through 10 and annual rent of \$616,882.34 at the rate of \$51,406.86 per month in arrears for years 11 through 15. Rent for a lesser period shall be prorated. Rent shall be paid through Electronic Funds Transfer and payable to:

ROBERT AND DAWN BAIRD FAMILY TRUST, acting by and through **ROBERT G BAIRD** or **DAWN K BAIRD**
P.O. BOX 333
CANBY, CA 96015-0333

III. Paragraph 9 of this lease is amended:

TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on November 30, 2012 subject to the space being accepted by the Government as complete and ready for occupancy through the following fifteen (15) year term in accordance with the Paragraph entitled "Inspection of Premises" herein, subject to termination rights as may be hereinafter set forth.

LESSOR: **ROBERT AND DAWN BAIRD FAMILY TRUST**, acting by and through **ROBERT G BAIRD** or **DAWN K BAIRD**

BY [REDACTED]

Owner

(Title)

IN PRESENCE [REDACTED]

(Address)

UNITED STATES OF AMERICA

BY [REDACTED]

CONTRACTING OFFICER
GSA, PBS, RED

IV. Paragraph 10 of this lease is amended:

Tax Adjustment: Pursuant to Paragraph 4.2, 'Tax Adjustment,' for purposes of tax escalation, the Government occupies 24,227/24,227 rentable square feet (100%).

V. Paragraph 15 of this lease is amended:

Tenant Improvement Allowance: The maximum Tenant Improvement Allowance is hereby established as \$1,132,019.20. This amount shall be amortized over 120 months at an interest rate (amortization rate) of 4.6% per year, payable monthly, in arrears at an annual cost of \$141,440.55. This amount is included in the rent stated in Paragraph 3 of this lease.

VI. Paragraph 20 of this lease is amended:

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 3 of this Standard Form 2, 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 \$48,551.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$48,551.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent.

Third Month's Rental Payment \$48,551.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's rent.

Fourth Month's Rental Payment \$48,551.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's rent.


Govt Initials


Lessor Initials