

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09B-02902
ADDRESS OF PREMISES 890 W. Morton Avenue Porterville, CA 93257	PDN Number: N/A

THIS AMENDMENT is made and entered into between [REDACTED]
 whose address is: [REDACTED]

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective January 1, 2015 as follows:

Use of the 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".

This Lease Amendment No. 2 represents the Lease Term stated beneficial occupancy date of January 1, 2015, the Premises revised square footage, revises the Rent And Other Consideration, and revises the language for processing the invoice for a lump sum payment. Therefore, effective January 1, 2015:

LEASE TERM beneficial occupancy date is added. Paragraphs 1.01, 1.03 A., 1.12, 1.18 and 1.19 are deleted in their entirety and replaced with the following. LEASE TERM beneficial occupancy date, Paragraphs 1.01, 1.03 A., 1.12, 1.18 and 1.19 are hereby added as follows:

LEASE TERM states the beneficial occupancy date:

TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning January 1, 2015 through December 31, 2029 subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 3 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.

[REDACTED]

FOR THE GOVERNMENT:

[REDACTED]

Signature: [REDACTED]
 Name: [REDACTED]
 Title: OWNER
 Entity Name: _____
 Date: _____

Signature: [REDACTED]
 Name: Carl Brown
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: January 13, 2015

WITNESSED FOR THE LESSOR BY:

[REDACTED]

Signature: [REDACTED]
 Name: Andrea Schmidt
 Title: _____
 Date: 1.13.2015

SHEET NO. 2 ATTACHED TO AND MADE PART OF LEASE AMENDMENT NO. 2 OF LEASE NO. GS-09B-02902

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 6,686 rentable square feet (RSF), yielding 6,383 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the ground floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit D.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 4.7470 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	FIRM TERM YEAR 1	FIRM TERM YEARS 2-5	FIRM TERM YEARS 6-10	NON FIRM TERM YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$ 127,836.32	\$ 134,522.32	\$141,208.32	\$184,667.32
TENANT IMPROVEMENTS RENT ¹	\$ 33,408.62	\$ 33,408.62	\$ 33,408.62	\$0.00
OPERATING COSTS	\$ 56,028.68	\$ 56,028.68	\$ 56,028.68	\$ 56,028.68
TOTAL ANNUAL RENT	\$217,273.62	\$223,959.62	\$230,645.62	\$240,696.00

¹The Tenant Improvement Allowance of \$52.34 per ABOA square foot is amortized at a rate of 0.00 percent per annum over ten (10) years.

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$8.38 per rentable sq. ft. (\$56,028.68/annum).

1.18 Pursuant to the U.S. GOVERNMENT LEASE FOR REAL PROPERTY, GSA Form L201C and this Lease Amendment No. 2 for the above referenced contract, the breakdown of Tenant Improvements (by way of allowance & lump sum payment) and obligated at this time are as follows:

Total Construction Costs	\$495,161.00
Less:	
Total TI Allowance Amortized	\$334,086.22
Excess TIs, Lump Sum Payment	\$161,064.78

The Government will provide a lump sum payment of \$161,064.78 to the Lessor upon satisfactory completion of the excess tenant improvements and acceptance of the space for buildout. The actual lump payment terms and conditions for the reimbursable lump-sum items will be memorialized in a subsequent Lease Amendment.

INITIALS: AS & CB
LESSOR GOVT

SHEET NO. 3 ATTACHED TO AND MADE PART OF LEASE AMENDMENT NO. 2 OF LEASE NO. GS-09B-02902

1.19 EXCESS TENANT IMPROVEMENTS. The Lessor upon satisfactory completion and acceptance of the space for buildout, shall submit for Lump Sum Payment an original and one copy of the invoice for the reimbursable work items, including the annotation of PDN Number "PDN _____", on the Invoice.

The Government agrees to pay \$161,064.78 in the form of a lump sum payment for excess tenant improvements. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. It shall reference the number PDN# _____. The original invoice shall be submitted to:

General Services Administration (GSA)
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Carl Brown
General Services Administration (GSA)
Real Estate Acquisition Division
50 United Nations Plaza, 2nd Floor West - Room 2255
San Francisco, CA 94102

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

INITIALS: AS & CB
LESSOR GOVT