

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2	DATE <u>April 30, 2013</u>
	LEASE AMENDMENT TO LEASE NO. GS-09B-03028	
ADDRESS OF PREMISES: 4420 Auburn Boulevard Sacramento, CA	PDN Number: N/A	

**THIS AMENDMENT** is made and entered into between North Valley Bancorp

whose address is: 300 Park Marina Circle  
Redding, CA 96001-0964

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: issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the 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 on the date of Government execution, as follows: as follows:

Paragraph 4.03 A, Paragraph 4.03 B, and Paragraph 4.03 C are hereby added:

**"4.03 A. NOTICE TO PROCEED**


Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, at a total cost not to exceed \$756,352.60 inclusive of all management and architectural fees."

**Continued on Sheet 2.**

This Lease Amendment contains 2 pages, and Exhibit H consists of 4 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: \_\_\_\_\_  
Title: VP - Commercial Bank  
Entity Name: North Valley Bank  
Date: 4-26-13

**FOR THE GOVERNMENT:**

Signature:   
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: April 30, 2013

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: \_\_\_\_\_  
Title: Vice President / German Bank Co., INC.  
Date: 4/29/13

“4.03 B.

The total cost for Tenant Improvements in the amount of \$756,352.60 exceeds the tenant improvement allowance of \$523,671.60, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$232,681.00. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 4.01G 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 \$232,681.00 pursuant to Paragraph 4.03 C herein. The Lessor hereby waives restoration as a result of all improvements.”

“4.03 C.

Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment, an original and one copy of the invoice. The Original invoice, in the amount **not to exceed \$232,681.00** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort worth, TX 76102

Alternatively, the Lessor may submit the Invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the invoice shall be simultaneously submitted to the Contracting Officer at:

GSA Real Estate Acquisition Division  
Attention: Regina Nickerson  
450 Golden Gate Avenue, 3<sup>rd</sup> floor East  
San Francisco, CA 94102

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.”

Exhibit H (which documents the tenant improvements costs and consists of 4 pages) is also added to the lease.

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

INITIALS: Je LESSOR & PS GOV'T