

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-09B-03110
ADDRESS OF PREMISES 995 Hardt Street San Bernardino, CA 92408	PDN Number:

THIS AMENDMENT is made and entered into between

NMSBPCSLDHB, a California Limited Partnership

whose address is: **340 University Ave, Floor 1
Los Gatos, CA 95030-6000**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

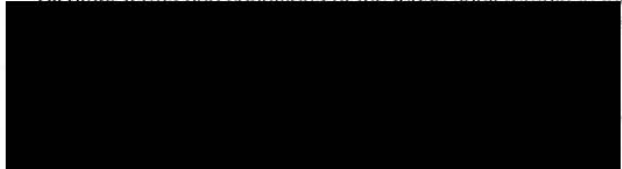
WHEREAS, the parties hereto desire to amend the above Lease: To issue Notice to Proceed, increase the firm term period to 15 years, and to replace the parking plan.

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 upon execution as follows:

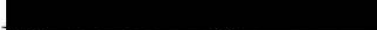
Paragraphs 7.03 and 7.04 are hereby added to the Lease; Paragraphs 1.03, 1.04, 1.05, and 1.08 are hereby deleted from the Lease and replaced with the following Paragraphs 1.03, 1.04, 1.05, 1.08:

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect, as of the below date.



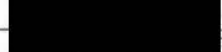
FOR THE G 

Signature: 
 Name: Christopher Fitch
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 9/13/2013

Title: General Partner
 Entity Name: NMSBPCSLDHB, a California Limited Partnership
 Date: 9/6/13

WITNESSED FOR



Signature: 
 Name: _____
 Title: Representative
 Date: 9/6/13

"1.03 RENT AND OTHER CONSIDERATION

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

	Years 1 - 15	
	Annual Rent	per annum RSF
Shell Rental Rate	\$780,460	\$20.00
Tenant Improvements Rental Rate	\$345,071.87	\$8.842555
Operating Costs	\$273,188	\$7.00
Building Specific Security Costs	\$4,530.09	\$0.116085
Full Service Rate	\$1,403,249.96	\$35.95864

**The Tenant Improvements Allowance and Building Specific Security Costs are amortized at a rate of 7 percent per annum for 15 years.*

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 37,187 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
5. THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED."

"1.04 BROKER COMMISSION AND COMMISSION CREDIT:

Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Jones Lang LaSalle with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the third month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$119,762.03 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent

INITIALS: [Signature] & [Signature]
LESSOR GOVT

Month 2 Rental Payment \$119,762.03 minus prorated Commission Credit of \$ equals \$ adjusted 2nd Month's Rent
 Month 3 Rental Payment \$119,762.03 minus prorated Commission Credit of \$ equals \$ adjusted 3rd Month's Rent
 Month 4 Rental Payment \$119,762.03 minus prorated Commission Credit of \$ equals \$ adjusted 4th Month's Rent
 Month 5 Rental Payment \$119,762.03 minus prorated Commission Credit of \$ equals \$ adjusted 5th Month's Rent
 Month 6 Rental Payment \$119,762.03 minus prorated Commission Credit of \$ equals \$ adjusted 6th Month's Rent
 Month 7 Rental Payment \$119,762.03 minus prorated Commission Credit of \$ equals \$ adjusted 7th Month's Rent
 Month 8 Rental Payment \$119,762.03 minus prorated Commission Credit of \$ equals \$ adjusted 8th Month's Rent

"1.05 TERMINATION RIGHT

The Government hereby relinquishes the right to terminate this Lease for convenience in part or in whole. The Government shall lease the Premises and their appurtenances for a period of **15 years firm**.

"1.08 TENANT IMPROVEMENT ALLOWANCE

The Tenant Improvement Allowance for purposes of this Lease is **\$86.027460** per ABOA sq. ft. The Tenant Improvement allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. This amount is amortized in the rent over the firm term (15 years) of this Lease at an annual interest rate of 7.00 percent."

"7.03 NOTICE TO PROCEED

A. A Notice to Proceed (NTP) is hereby issued for tenant improvements in the amount of **not to exceed \$5,268,240**. This NTP amount is inclusive of all hard and soft costs. The space must be substantially complete and ready for beneficial occupancy no later than 120 working days after execution of this Lease Amendment, subject to excusable delays and Government delays, if any.

B. The total cost for Tenant Improvements in the amount of **\$5,268,240** exceeds the tenant improvement allowance of **\$3,199,275.21 (\$86.027460/ABOA)**, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of **\$2,068,964.79**. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$2,068,964.79**.

C. The Government shall make a "LUMP SUM" payment within 30 days upon receipt of an invoice after completion and acceptance of the work and the space by the Government. Payment will be due only for items which are either: (a) listed in this paragraph and the attachment, and shown on the Government's approved layouts, or (b) changes requested in writing by the Contracting Officer.

D. Invoice: The invoice shall annotate the name and address of the submittee (the submittee must match the name and address in the Governments vendor file) and invoice number. The original invoice shall be submitted either electronically to the Finance Website at <http://www.finance.gsa.gov> or mailed to:

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

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

General Services Administration
 Attn: Christopher Fitch
 300 North Los Angeles St, Ste 4100
 Los Angeles, CA 90012"

"7.04 UPDATED PARKING PLAN

The previous Parking Plan, identified as "Exhibit B" in Lease GS-09B-03110, executed and dated on July 30, 2012 is hereby deleted and replaced with a new "Exhibit B" Parking Plan which is attached to this Lease Amendment and dated September 5, 2013. Parking Site A is located on the Premises and contains 152 parking stalls. Site B is located across Hardt Street on another parcel and consists of 59 parking stalls. Street parking along directly in front of the Premises provides another 22 stalls."

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

INITIALS:


 LESSOR

&


 GOVT