

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-09P-LCA03342
ADDRESS OF PREMISES 2550 NORTH STATE STREET, SUITE 2 UKIAH, CA 95482-3023	PDN Number:

THIS AMENDMENT is made and entered into between **UKIAH IMPERIAL LLC**, a California Limited Liability Company;

whose address is: 12675 Danielson Court, Suite 414, Poway, CA 92064-6835

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

WHEREAS, the Government has re-measured the space, and

WHEREAS, the parties hereto desire to amend the above Lease to adjust the square footage and Common Area Factor of the Premises, adjust the Tenant Improvement amortization paid in the rent, and adjust the operating costs;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **July 26, 2017**, as follows:

1. Paragraph 1.01 "THE PREMISES" of the lease is deleted in its entirety and replaced with the following:

"1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: A total of 10,862 rentable square feet (RSF), yielding 5,899 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space, and 3,900 useable square feet (USF) of warehouse space, all located on the 1st floor, known as Suite 2, of the Building, and is as depicted on the floor plan(s) attached hereto as Exhibit "A."

B. Common Area Factor: The Common Area Factor (CAF) for the total area is established as 1.1084804 percent. This factor, which represents the conversion from ABOA to rentable square feet, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

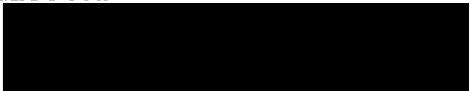
CONTINUED ON PAGE 2

This Lease Amendment contains **TWO (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: Glenn F. Sigurd Jr
 Title: Manager
 Entity Name: UKIAH IMPERIAL, LLC
 Date: 2/27/2018

FOR THE GOVERNMENT, General Services Administration:

Signature: 
 Name: Merlin E. Nygren
 Title: Lease Contracting Officer
Public Buildings Service
 Date: MAY 03 2018

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Michelle L. Snyder
 Title: Project Manager
 Date: 2-27-2018

2. Subparagraph D of Paragraph 1.02 "EXPRESS APPURTENANT RIGHTS" of the lease is deleted in its entirety and replaced with the following:

"D. **Free Space:** Occupancy and use of 358 RSF of space, included in the total of the 10,862 RSF described above and occupied under this lease, is at no additional cost to the Government."

3. Paragraph 1.03 "RENT AND OTHER CONSIDERATION" of the lease is deleted in its entirety and replaced with the following:

"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:

	ANNUAL AMOUNT
SHELL RENT [REDACTED]	\$280,765.92
SHELL RENT [REDACTED]	\$291,469.92
SHELL RENT [REDACTED]	\$302,173.92
SHELL RENT [REDACTED]	\$312,877.92
TENANT IMPROVEMENT RENT [REDACTED]	\$ 33,237.85
OPERATING COSTS	\$ 65,553.60
TOTAL ANNUAL RENT [REDACTED]	\$379,557.57
TOTAL ANNUAL RENT [REDACTED]	\$390,251.37
TOTAL ANNUAL [REDACTED]	\$400,965.37
TOTAL ANNUAL RENT [REDACTED]	\$411,669.37

4. Paragraph 1.15 "OPERATING COST BASE" of the lease is deleted in its entirety and replaced with the following:

"1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$65,553.60 per year or approximately ~~\$6.03~~ **\$6.04** per RSF (rounded)."

INITIALS:

LESSOR

&

GOV'T