

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4 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 parties hereto desire to amend the above Lease to establish beneficial occupancy, and to clarify ownership and responsibility for certain Lessor-provided items on the Premises;

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. The paragraph "LEASE TERM" of the lease is deleted in its entirety and replaced with the following:

"LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning **JULY 26, 2017** and continuing for a period of:

[REDACTED] Firm,

Subject to termination and renewal rights as may be hereinafter set forth."

2. Paragraph 7.04 is hereby ADDED to the lease:

"7.04 LESSOR PROVIDED EQUIPMENT

One (1) new Panasonic model NN-SD987SA stainless steel microwave, one (1) new LG model LTCS24223S stainless steel refrigerator, one (1) Cuisinart model TOB-135N toaster oven, and two (2) picnic tables have been provided by the Lessor in the employee break room and the outside break area for the Government's use. These items are accepted in "new" condition, and the Lessor will guarantee and warranty them under the manufacturer's warranty.

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: **[REDACTED]**
 Name: CRAIG S. METZ
 Title: Manager
 Entity Name: UKIAH IMPERIAL, LLC
 Date: 8-4-17

FOR THE GOVERNMENT, General Services Administration:

Signature: **[REDACTED]**
 Name: Merlin E. Nygren
 Title: Lease Contracting Officer
Public Buildings Service
 Date: AUG - 4 2017

WITNESSED FOR THE LESSOR BY:

Signature: **[REDACTED]**
 Name: Michelle L. Snyder
 Title: Project Manager
 Date: 8-4-17

Upon the expiration of the manufacturer's warranty, the Lessor shall have no obligation to repair, remove, or replace these items, and the Government may dispose and replace them at its cost and expense."

2. Paragraph 7.05 is hereby ADDED to the lease:

"7.05 GOVERNMENT ACCEPTED DEVIATIONS FROM AGENCY SPECIAL REQUIREMENTS

The following deviations from the Agency Special Requirements are hereby accepted by the Government:

The ceiling height of the premises is 9 feet vice 10 feet except for the secure evidence storage rooms;
The Lessor provided 33 mail slots vice 50 in the mail room;
No dirt trap was provided in the warehouse;
The premises were not built-out to LEED CI standards;
The public address system was modified per change order number 2;
No glass was provided for the Public Reception desk."

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payment will be made retroactively, no monies whatsoever are due under this agreement until thirty (30) calendar days after the date of execution by the Government.

INITIALS:


LESSOR


GOV'T