

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-09B-02863**

ADDRESS OF PREMISES: **364 KNOLLCREST DRIVE, REDDING, CALIFORNIA 96002-0104**

THIS AGREEMENT, made and entered into this date by and between **TRINET WEST, LLC**, a California limited liability corporation; whose address is: 1255 W. SHAW AVE., SUITE 101, FRESNO, CALIFORNIA 93711-3716;

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 correct the rental payments, and broker commission credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2012, as follows:

I. Paragraph 3 of this lease is hereby deleted and replaced the following:

"3. The Government shall pay the Lessor annual rent as follows:

For months 1 through 12, annual rent shall total \$120,996.00, reflecting FREE RENT (rent abated 100%) for months 1 and 2, and rent for months 3 through 12 at a rate of \$12,099.96 per month in arrears;

For months 13 through 60, annual rent of \$145,199.52 at the rate of \$12,099.96 per month in arrears; and

For months 61 through 120, annual rent of \$145,199.52 at the rate of \$12,099.96 per month in arrears:

Rent for a lesser period shall be prorated. Rent shall be payable, via Electronic Funds Transfer (EFT), to:

Trinet West, LLC

1255 W. Shaw Ave., Suite 101

Fresno, California 93711-3716"

II. Paragraph 24 of this lease is hereby deleted and replaced by the following:

"24. COMMISSION AND COMMISSION CREDIT:

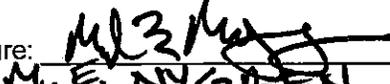
The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease, which totals [REDACTED] (accounting for free rent in months 1 and 2). The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. The Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is therefore [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

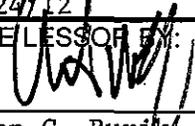
Notwithstanding Paragraph 3 of this lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the third month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- A. Third Month's Rental Payment **\$12,099.96** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.
- B. Fourth Month's Rental Payment **\$12,099.96** minus prorated Commission Credit of [REDACTED] equals [REDACTED] 3 adjusted Fourth Month's Rent.

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: <u>Gerald C. Mohr</u> Title: <u>Manager Member</u> Entity Name: <u>Trinet West, LLC</u> Date: <u>9/24/12</u>	FOR THE GOVERNMENT: Signature:  Name: <u>M.E. NYGREEN</u> Title: <u>Lease Contracting Officer</u> <u>GSA, Public Buildings Service</u> Date: <u>OCT - 1 2012</u>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

WITNESSED FOR THE LESSOR BY:
Signature: 
Name: Alan G. Rurik
Title: Building Co-Owner
Date: 9/24/12