

ADDRESS OF PREMISES

Creekside Business Park  
11641 Blocker Drive, Bldg B - Suite 110  
Auburn, CA 95603-4650

THIS AGREEMENT, made and entered into this date by and between AUBURN CREEKSIDE, LLC,  
whose principal place of business is 200 Auburn Folsom Rd, Suite 305, Auburn, CA 95603-5046,  
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 amend address of space to be occupied by the Government, establish beneficial occupancy, reconcile the amount of amortized tenant improvements and establish a termination date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 4, 2012, as follows:

Paragraphs "Lease Term", "1.01", "1.03" and "1.05" of the Lease are hereby deleted and substituted therefore:

"LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning on September 4, 2012 and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government."

Continued on Sheets 1 and 2

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: Paul S. Anderson  
Title: Manager  
Entity Name: Auburn Creekside, LLC  
Date: 9/17/2012

FOR THE GOVERNMENT:

Signature: Donald C. Thomas  
Name: Donald C. Thomas  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 9/17/12

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SHEET NO. 1 ATTACHED HERETO AND MADE A PART OF LEASE GS-09E-02986, SLA 2.

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 4,796 rentable square feet (RSF), yielding 4,360 ANSI/BOMA Office Area (ABOA) square feet of office based upon a Common Area Factor of 10%, located on the 1st floor of Building B - Suite 110, as depicted on the floor plan attached hereto as Exhibit C."

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

Rental Period	Shell Rent	Operating cost	TI	Total Annual Rent
Months 1 - 6	\$ 14.76 / rsf	\$ 4.03 / rsf	\$ 95.34 / rsf	\$ 273,683.74 / yr
Months 7 - 60	\$ 14.76 / rsf	\$ 4.03 / rsf	\$ 0.00 / rsf	\$ 90,116.84 / yr
Months 61 - 120	\$ 17.11 / rsf	\$ 4.03 / rsf	\$ 0.00 / rsf	\$ 101,387.44 / yr

X RA  
X ACT  
\$547,412.69  
↑  
\$547,367.48  
K RA  
K ACT

<sup>1</sup>The Tenant Improvements Allowance is amortized at a rate of 6.5 percent per annum over the first 6 months of the lease term.  
<sup>2</sup>Rates may be rounded.

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 4,796 rentable square feet 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 (TI) 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 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.
- G. Parking shall be provided as part of the shell rent portion of the annual rent."

Initials: RA & ACT  
Lessor Government

