

LEASE AMENDMENT

LEASE AMENDMENT NO. 2	TO LEASE NO. GS-09B-02740	DATE <i>April 8, 2013</i>	PAGE 1 of 2
-----------------------	------------------------------	------------------------------	----------------

ADDRESS OF PREMISES
800 Truxtun Ave., Bakersfield, CA 93301-4727

THIS AGREEMENT made and entered into this date by and between **Centennial Center, LLC**

whose address is **6851 McDivitt Dr., Suite B
Bakersfield, CA 93313-5103**

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 reconcile tenant improvements and include them in the rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the execution of the Government, as follows:

Paragraph 3 of Lease Amendment 1 dated June 28, 2012 is deleted in its entirety and replaced with the following paragraphs;

"3. The amortization of Tenant Improvements as referenced in Paragraph 14 shall commence on March 21, 2013 continuing through June 20, 2017. The Tenant Improvement amount will be amortized over the remaining firm term of the lease (a total of 51 months).

The Government shall pay the Lessor annual rent in arrears in accordance with the following schedule:

- Years 1 – 5: total rent of **\$1,354,051.72** per annum at the rate of \$112,837.64 per month in arrears.
- Years 6 – 10: total rent of **\$1,180,082.56** per annum at the rate of \$98,340.21 per month in arrears.

The rent breakdown is as follows:

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate/ RSF	Annual Rent	Annual Rate/ RSF
Shell Rental Rate	\$903,191.68	\$21.92	\$903,191.68	\$21.92
T.I. Rental Rate**	\$173,969.16	\$4.22	\$0	\$0
Operating Cost*	\$276,890.88	\$6.72	\$276,890.88	\$6.72
Full Service Rate	\$1,354,051.72	\$32.86	\$1,180,082.56	\$28.64

*The rental schedule above states the baseline for Operating Cost. Rent is inclusive of CPI adjustments that may have been applied since the commencement of this lease. **\$4.222142/RSF is used for the actual TI rental rate.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE <i>[Signature]</i>	NAME OF SIGNER <i>Dorudkias & Tom Casella</i>
ADDRESS	

IN PRESENCE OF

SIGNATURE <i>[Signature]</i>	NAME OF SIGNER <i>CORAL FRANUCCI</i>
ADDRESS	

UNITED STATES OF AMERICA

SIGNATURE <i>[Signature]</i>	NAME OF SIGNER <i>PETER SHTEYN</i>
	OFFICIAL TITLE OF SIGNER <i>CONTRACTING OFFICER</i>

AUTHORIZED FOR LOCAL REPRODUCTION

GSA FORM 276 (REV. 8/2006)

CONTINUED ON PAGE 2

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

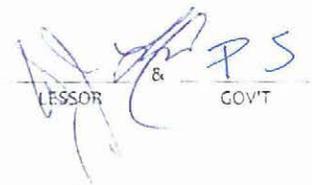
Centennial Center, LLC
6851 McDivitt Dr., Suite B
Bakersfield, CA 93313-5103

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15 day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. As of January 1, 1999, all rental payments MUST be made by Electronic Funds Transfer."

\$651,198.38 of the Tenant Improvement Allowance established in paragraph 3.2 of the lease shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 6 % per year."

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

INITIALS:

Handwritten initials in blue ink. On the left, there are initials that appear to be 'R' and 'S' with a flourish. In the middle, there is an ampersand '&'. On the right, there are initials 'P S'. Below these initials are the printed words 'LESSOR' and 'GOV'T' separated by the ampersand.