

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

U.S. National Leasing LLC
c/o Fischer Properties
937 Harvard Avenue East
Seattle, WA 98102
Attention: Richard Fischer

**AMENDED AND RESTATED MEMORANDUM OF LEASE
AND
ABSTRACT OF OPTION**

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE AND
ABSTRACT OF OPTION ("Memorandum") is made effective as of August 1, 2001, by
and between U.S. NATIONAL LEASING LLC, an Alaska limited liability company
("Tenant"), and the CITY OF SACRAMENTO, a municipal corporation ("Landlord").

RECITALS:

A. Landlord and Packard Bell Electronics, Inc., a Delaware corporation
("Packard Bell"), executed and acknowledged that certain Memorandum of Lease and
Abstract of Option dated as of December 16, 1994 ("Original Memorandum"), and
caused the Original Memorandum to be recorded on February 27, 1995, in Book 950227,
Page 1557, Sacramento County, California Official Records. The Original Memorandum
disclosed that Landlord leased to Packard Bell the real property described therein
pursuant to the terms and conditions set forth in the Industrial Development Lease and
Option to Purchase dated as of December 15, 1994, and amended by a First Amendment
to Industrial Development Lease and Option to Purchase dated as of December 16, 1994
("Original Lease").

B. The Original Lease has been subsequently amended by the Second
Amendment to Industrial Development Lease and Option to Purchase dated as of
March 10, 2000, the Third Amendment to Industrial Development Lease and Option to
Purchase dated as of March 10, 2000, the Ground Lease Subordination Agreement dated
as of March 10, 2000 and the Fourth Amendment to Industrial Development Lease and
Option to Purchase dated as of August 30, 2000 (the Original Lease, as so amended, is
referred to herein as the "Lease"). Packard Bell NEC, Inc., a Delaware corporation, as
successor to Packard Bell, assigned all of its right, title and interest in and to the Lease to

CITY
AGREEMENT NO. 94-194A

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Tenant pursuant to the Assignment of Lessee's Interest in Industrial Development Lease and Option to Purchase and Assignee's Interest in Leasehold Improvements dated as of March 10, 2000 and recorded March 10, 2000 in Book 20000310, Page 1000, Sacramento County, California Official Records.

C. Landlord and Tenant now desire to amend and restate the Original Memorandum as more particularly provided in this Memorandum.

NOW, THEREFORE, the parties do agree as follows:

1. Landlord leases to Tenant and Tenant leases from Landlord the real property described in Attachment 1, attached hereto and incorporated herein (the "Property"), on the terms and conditions set forth in the Lease, which Lease is incorporated into this Memorandum by reference as though fully set forth herein. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Lease.

2. The term of the Lease shall commence on December 15, 1994, and, unless sooner terminated, shall end on December 14, 2049.

3. Landlord hereby grants to Tenant the exclusive right and option to purchase the Property at the price and under the terms and conditions set forth in the Lease. Unless sooner terminated, said option shall expire on December 14, 2004.

4. This Memorandum is prepared for the purposes of recordation and it in no way modifies the provisions of the Lease. The Lease is unrecorded.

5. This Memorandum amends, restates and supercedes in its entirety the Original Memorandum.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

TENANT:

U.S. NATIONAL LEASING LLC,
an Alaska limited liability company

By: 

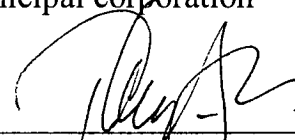
Richard W. Fischer, Member

[signatures continued]

LANDLORD:

CITY OF SACRAMENTO,
a municipal corporation

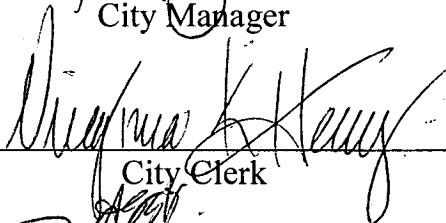
By: _____



City Manager

ATTEST:

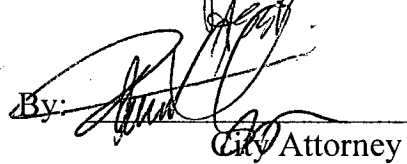
By: _____



City Clerk

APPROVED AS TO FORM:

By: _____



City Attorney

CITY
AGREEMENT NO. 94-191A

ATTACHMENT 1
(Property Description)

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California, and lying within Section 26, Township 8 North, Range 5 East, Mount Diablo Meridian, described as follows:

PARCEL A:

All that portion of said Section 26 lying easterly from the easterly line of the Southern Pacific Transportation Company railroad right of way, said portion shown on the "RECORD OF SURVEY OF SACRAMENTO ARMY DEPOT", filed in Book 53 of Surveys at Page 25, Sacramento County Records.

EXCEPTING THEREFROM those portions thereof described as follows:

1. All that portion of PARCEL 5 as said parcel is shown and so designated on said Record of Survey, described as follows:

PARCEL 1:

Beginning at a point in the north line of the existing road known as Attu Street from which the U.S.C.E. brass disc stamped "126-1 1990" shown on said Record of Survey bears the following two (2) courses: (1) North 89°13'07" East 2497.48 feet and (2) North 00°46'53" West 1743.36 feet distant; thence, from said point of beginning, along said north line, South 89°14'32" West 663.91 feet to the east line of Marshall Avenue; thence, along said east line, North 00°38'50" West 440.91 feet; thence, North 89°19'32" East 664.10 feet; thence, South 00°37'20" East 439.95 feet to the point of beginning.

PARCEL 2:

Beginning at a point from which the U.S.C.E. brass disc stamped "126-1 1990" shown on said Record of Survey bears the following two (2) courses: (1) North 89°13'07" East 2480.20 feet and (2) North 00°46'53" West 1944.47 feet distant; thence, from said point of beginning, South 89°18'49" West 232.49 feet; thence, North 00°41'11" West 175.15 feet to the South line of the existing road known as Attu Street; thence, along said south line, North 89°18'40" East 232.53 feet; thence; South 00°40'21" East 175.16 feet to the point of beginning.

2. All that portion of PARCEL 5 as said parcel is shown and so designated on said Record of Survey described as follows:

PARCEL 1:

Beginning at a point in the west line of Marshall Avenue from which the U.S.C.E. brass disc stamped "126-1 1990" shown on said Record of Survey bears the following two (2) courses:

- (1) North 89°13'07" East 3209.45 feet and

(2) North 00°46'53" West 914.06 feet distant; thence, from said point of beginning, South 89°21'10" West 443.60 feet; thence, North 00°38'50" West 337.81 feet; thence, along the arc of a curve tangent to a line bearing North 36°50'00" East, concave to the southeast having a radius of 560.00 feet and a central angle of 52°26'16", an arc distance of 512.52 feet to a point in said west line of Marshall Avenue; thence, along said west line, South 00°33'50" East 557.05 feet to the point of beginning.

PARCEL 2:

Beginning at a point which the U.S.C.E. brass disc stamped "126-1 1990" shown on said Record of Survey bears the following two (2) courses: (1) North 89°13'07" East 1633.32 feet and (2) North 00°46'53" West 1012.96 feet distant; thence, from said point of beginning, South 89°18'53" West 1526.36 feet to the east line of Marshall Avenue; thence, along said east line, North 00°38'50" West 655.02 feet; thence, North 89°18'16" East; 1525.66 feet; thence, South 00°42'29" East 655.30 feet to the point of beginning.

3. PARCEL 1, PARCEL 2 and PARCEL 3 as said parcels are shown and so designated on said Record of Survey.
4. All that portion of PARCEL 5 as said parcel is shown and so designated on said Record of Survey described as follows:

Beginning at the corner common to PARCELS 1, 2 and 5 as said corner is shown on said Record of Survey from which the U.S.C.E. brass disc stamped "126-4 1990" shown on said Record of Survey bears the following two (2) courses:

(1) North 89°13'07" East 2115.08 feet and
(2) North 00°46'53" West 857.22 feet distant; thence, from said point of beginning, along the north line of said PARCEL 1, South 89°24'57" West 1208.85 feet to the westerly line of said PARCEL 5; thence, along said westerly line North 16°40'08" West 1241.16 feet; thence, North 73°19'52" East 162.15 feet; thence North 09°36'54" West 523.03 feet; thence, North 16°32'58" West 1051.33 feet; thence, North 89°21'10" East 432.29 feet; thence, South 00°38'50" East 336.80 feet; thence, North 89°21'10" East 231.19 feet to the west line of Marshall Avenue; thence, along said west line, South 00°38'50" East 171.57 feet; thence, along the South line of the existing road known as Attu Street and its westerly prolongation, North 89°21'10" East 244.76 feet; thence, South a distance of 175.13 feet; thence, East a distance of 124.91 feet; thence, South a distance of 701.52 feet; thence, South 61°17'18" East 106.86 feet; thence, South 86°40'44" East 461.63 feet; thence, along the arc of a tangent curve to the right having a radius of 530.00 feet and a central angle of 36°16'49" an arc distance of 335.60 feet; thence, tangent to said curve, South 50°23'55" East 474.38 feet; thence, South 00°41'25" East 49.01 feet to the north line of said PARCEL 2; thence, along the boundary of said PARCEL 5 the following four (4) courses: (1) South 89°18'35" West 562.28 feet, (2) South 00°41'26" East 436.82 feet, (3) North 89°18'35" East 82.05 and (4) South 00°41'25" East 379.13 feet to the point of beginning.

5. All that portion of PARCEL 5 as said parcel is shown and so designated on said Record of Survey described as follows:

Beginning at a point from which the U.S.C.E. brass disc stamped "126-1 1990" shown on said Record of Survey bears the following two (2) courses: (1) North 89°13'07" East 3836.52 feet and (2) North 00°46'53" West 576.70 feet distant; thence, from said point of beginning, South 76°44'04" West 82.58 feet; thence, North 13°15'56" West 205.13 feet to the southerly line of Bali Street an existing road; thence, along said southerly line, North 64°53'47" East 84.37 feet; thence, South 13°15'56" East 222.44 feet to the point of beginning.

EXCEPTING THEREFROM mineral rights the United States of America has presently or may at a future date be determined to validly hold presently, provided that such exception does not include any right to the surface entry within 500 feet from the surface for the purpose of mineral excavation, as reserved in the deed executed by the United States of America, recorded April 5, 1995 in Book 950405, Page 2038, Official Records.

PARCEL B:

Those portions of Parcel 5 as shown on "Record of Survey of Sacramento Army Depot" filed in Book 53 of Surveys at Page 25, Sacramento County Records, more particularly described as follows:

PARCEL 1:

Beginning at the point from which the U.S.C.E. bears brass disc stamped "126-4 1990" shown on said Record of Survey bears the following two (2) courses: (1) North 89°13'07" East 2849.99 feet and (2) South 00°46'53" East 800.82 feet distant; thence, from said point of beginning, South 89°18'08" West 467.06 feet; thence, along the arc of a curve to the left having a radius of 485.00 feet and a chord bearing and distance of South 23°49'20" West 458.01 feet; thence, North 09°36'54" West 523.03 feet; thence, North 16°32'58" West 1051.33 feet; thence, North 89°21'10" East 432.29 feet; thence, South 00°38'50" East 336.80 feet; thence, North 89°21'10" East 231.19 feet to the west line of Marshall Avenue; thence, along said west line, South 00°38'50" East 171.57 feet; thence, along the south line of the existing road known as Attu Street and its westerly prolongation, North 89°21'10" East 244.76 feet; thence, South a distance of 175.13 feet; thence, East a distance of 124.91 feet; thence, South a distance of 425.56 feet to the point of beginning.

PARCEL 2:


Beginning at a point which the U.S.C.E. brass disc stamped "126-1 1990" shown on said Record of Survey bears the following two (2) courses: (1) North 89°13'07" East 3836.52 feet and (2) North 00°46'53" West 576.70 feet distant; thence, from said point of beginning, South 76°44'04" West 82.58 feet; thence, North 13°15'56" West 205.13 feet to the Southerly line of Bali Street and existing road; thence, along said southerly line, North 64°53'47" East 84.37 feet; thence, South 13°15'56" East 222.44 feet to the point of beginning.

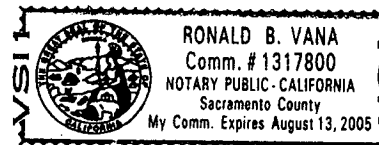
STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On December 4, 2001, before me, Ronald B. Vana, a Notary Public in and for the State of California, personally appeared RICHARD W. FISCHER, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature: 



My commission expires 8-13-05

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2001, before me, _____, a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature: _____

My commission expires _____

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11/29/01 3:29 PM (25852.0006)

CITY
AGREEMENT NO. 94-191A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of SACRAMENTO } ss.

On DECEMBER 14, 2001, before me, CAROLYN E. HOOVER,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared THOMAS V. LEE,
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Carolyn E. Hoover
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document AG 94-194 A U.S. NATIONAL LEASING
 Title or Type of Document: AMENDED + RESTATED MEMORANDUM OF LEASE + ABSTRACT OPTION

Document Date: AUGUST 1, 2001 Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: THOMAS V. LEE
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: DEPUTY CITY MANAGER

Signer Is Representing: CITY OF SACRAMENTO

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RECORDING REQUESTED BY
RECORD FOR THE BENEFIT OF THE CITY
OF SACRAMENTO - FEE EXEMPT PURSUANT
TO GOVERNMENT CODE SECTION 6103.
WHEN RECORDED MAIL TO

NAME *Office of the City Clerk*
MAILING ADDRESS *915 I Street, Rm 304*
CITY, STATE, ZIP CODE *Sacramento CA 95814*



Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK **20011218** PAGE **0734**

Tuesday, DEC 18, 2001 10:27:42 AM
Ttl Pd \$0.00 Nbr-0000993655

DLM/17/1-9

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

AMENDED AND RESTATED MEMORANDUM OF LEASE AND ABSTRACT OF OPTION
between U.S. National Leasing LLC and City of Sacramento (relating to
Army Depot)

RECEIVED
CITY CLERKS OFFICE
CITY OF SACRAMENTO


DEC 11 11 34 AM '01

interoffice

MEMORANDUM

to: Tom Lee, Deputy City Manager

cc:

from: William P. Carnazzo 

re: Army Depot-Lease Memorandum

date: December 6, 2001

Tom: attached for signature is a restated lease memorandum which needs to be signed by the City Manager's Office. I have signed approving as to form.

This is a document necessitated by the recent refinancing undertaken by Dick Fischer. It will be recorded in lieu of recording the lease itself and all of its amendments.

Please sign it and send it along to the clerk. Thanks.

from the desk of...

William P. Carnazzo
Chief Assistant City Attorney
City Attorney's Office
980 Ninth Street, Suite 1000
Sacramento, CA 95814

(916) 264-5346
Fax: (916) 264-7455
wcarnazzo@cityofsacramento.org

From: William Carnazzo
To: Carolyn Hoover
Date: 12/11/01 12:25PM
Subject: Re: Amended and Restated Memorandum of Lease and Abstract of Option

Actually, it's neither. The lease itself is not modified. This document only recites the existence of the lease and its several amendments. It is strictly technical and should be filed with the original lease. Tks.

Bill Carnazzo
Fax: (916) 264-7455
email: wcarnazzo@cityofsacramento.org

>>> Carolyn Hoover 12/11/01 12:11PM >>>

Bill,

Just wanted to determine with you whether or not the agreement I have in hand was intended to be a stand-alone document, as a City Mgr agreement (since it does not appear to be going to Council), OR, is it supposed to be tied as an amendment to the original lease agreement?

The wording on page 2, under C, numbers 4 & 5, particularly 5 seems to me to indicate a stand-alone document since it says that it amends, restates and supercedes in its entirety the Original Memorandum. For file purposes, I would cross-reference the two, but it seems a good idea to keep all of the docs together relating to this.

Please let me know which way to proceed..and thanks for your help!