

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 2

DATE

OCT 20 2010

TO LEASE NO GS-09B-01808

ADDRESS OF PREMISES: 5140 E. Olive Avenue, Fresno, CA 93727

THIS AGREEMENT, made and entered into this date by and between OLIVE SSA PARTNERS, LLC

whose address is: 280 E. Lisa Avenue
Fresno, CA 93720-1514

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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

To establish beneficial occupancy of the premises on October 4, 2010, to establish the physical street address for the space under lease, to establish the annual rent, to make a lump sum payment for the tenant improvement overage and to establish the commission credit.

Paragraphs 1,2,3 and 21 of the lease are deleted in their entirety and the following substituted therefore. Paragraph 26 is added.

"1. The Lessor hereby leases to the Government the following described premises: 13,250 rentable square feet (r.s.f.), yielding 12,058 ANSI/BOMA Office Area square feet and related space located on the 1st floor of the single story building at 5140 E. Olive Avenue, Fresno, CA 93727, fifty-eight (58) surface parking spaces plus two (2) reserved surface parking spaces as depicted on the attached Exhibit A (Site Plan), and Exhibit B (First Generation Blue Line plan) to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

"2. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on October 4, 2010 through October 3, 2020, subject to termination rights as may be hereinafter set forth."

"3. The Government shall pay the Lessor annual rent of \$518,199.99 at the rate of \$43,183.33 per month, in arrears. Rent for a lesser period will be prorated.

Year	Shell Rate (\$/RSF/YR)	Annual Base Year Service Costs (\$/RSF/YR)	Annual Amortized TI's (\$/RSF/YR)	Total Annual Rent (\$/RSF/YR)	Monthly Rent	Annual Rent
1-5	\$25.81	\$5.83	\$7.469434	\$39.109434	\$43,183.33	\$518,199.99
6-8	\$27.87	\$5.83	\$7.469434	\$41.169433	\$45,457.92	\$545,494.99
9-10	\$27.87	\$5.83	\$0.00	\$33.700000	\$37,210.42	\$446,525.00

Rent checks shall be payable to:
Olive SSA Partners, LLC
280 E. Lisa Avenue
Fresno, CA 93720

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

LESSOR: OLIVE SSA PARTNERS, LLC

BY

GARY MATHIAS
(Signature)

GARY MATHIAS - MANA MEMBER
(Print Name and Official title)

IN PRESENCE OF:

City CF
(Signature)

Anthony Cortopassi
(Print Name and Official title)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service

BY

Ingeenfield
(Signature)

Contracting Officer
(Official title)

"21. 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. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph 1.13 of SFO #3CA0127, 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 [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 Standard Form 2, 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent"

First Month's Rental Payment \$43,183.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$43,183.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$43,183.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent."

"26. The total tenant improvement amount to be paid by the Government is \$787,005.00. The tenant improvement amount to be amortized in the lease rental payments is \$553,119.28, which has been amortized over the eight (8) year firm term of the lease at an interest rate of 9.5% per year. In accordance with Section 1.11, "Tenant Improvements Rental Adjustment (SEP 2000)", the Government shall make a lump sum payment to the Lessor for the tenant improvement overage and associated change orders in the amount of \$233,975.72. The Notice to proceed with construction of the tenant improvements was issued on June 22, 2010.

The Tenant Improvement Overage:

TI Construction Cost: [REDACTED]
Amortized TI Deducted: [REDACTED]
TI Overage TOTAL: [REDACTED]

Tenant Improvement Change Orders:

Change Order No. 1: [REDACTED]
Change Order No. 2: [REDACTED]
Change Order No. 3: [REDACTED]
Change Order No. 4: [REDACTED]
Change Order TOTAL: [REDACTED]

Tenant Improvement Overage: [REDACTED]
Tenant Improvement Change Orders: [REDACTED]
Lump Sum Payment: [REDACTED]

The lump sum payment is authorized under Reimbursable Work Authorization No's. A1125528 and A1125531. No GSA Broker Commission or Commission Credit shall be due by the Lessor with respect to the above [REDACTED]

Initials:

[Signature] & [Signature]
(Lessor) (Gov't)

[Signature] Lessor
[Signature] Gov't

[Signature] Lessor
[Signature] Gov't

[Signature] Lessor
[Signature] Gov't