

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE  
AGREEMENT NO. 1

TO LEASE NO.

GS-09B-02608

DATE

9/27/11

PAGE

1 of 3

## ADDRESS OF PREMISES

7815 North Palm Avenue, Fresno, CA 93711-5531

THIS AGREEMENT, made and entered into this date by and between **PARK PLACE HOLDINGS, LP**  
whose address is:

1401 Fulton Street, Suite 210  
Fresno, CA 93721-1644

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 both parties.

**Paragraphs 1, 10, 12, 17 and 23** are deleted in its entirety and the following substituted therefore:

1. The Lessor hereby leases to the Government the following described Premises:

19,493 rentable square feet (r.s.f.), yielding approximately 17,309 ANSI/BOMA Office Area square feet and related space located on the 3<sup>rd</sup> Floor at 7815 North Palm Avenue, Fresno, CA 93711-5531 together with twelve (12) on-site structured parking spaces and fifteen (15) onsite reserved/outside parking spaces, plus the possibility of four (4) additional spaces during the term as depicted on the attached Exhibit A, (Floor Plan), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

Continued on Page 2

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

Lessor, **PARK PLACE HOLDINGS, LP**

By

(Signature)

(Title)

In Presence of

(Signature)

(Address)

United States Of America, General Services Administration, Public Buildings Service.

(Signature)

CONTRACTING OFFICER, GSA



Public Buildings Service

GSA

Page 2  
Supplemental Lease Agreement No. 1  
GS-09B-02608

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

For Year One (1) through Year Four (4) the annual rent of \$576,536.44, (consisting of \$333,330.30 (\$17.10 per rsf/yr) shell rent, operating cost of \$122,026.18 (\$6.26 per rsf/yr), and \$121,179.96 (\$6.21 per rsf/yr) Amortized Tenant Improvements) payable at the rate of \$48,044.70 per month in arrears, subject to the rent abatement provision below.

**RENT ABATEMENT**

For Month One (1) through Month Four (4) Shell Rent in the amount of \$27,777.52 shall be abated, consisting of a total abatement of \$111,110.08. During this four month period the monthly rent shall be \$20,267.18.

For Year Five (5) through Year Seven (7) the annual rent of \$648,855.47 (consisting of \$405,649.33 (\$20.81 per rsf/yr) shell rent, operating cost of \$122,026.18 (\$6.26 per rsf/yr), and \$121,179.96 (\$6.21 per rsf/yr) Amortized Tenant Improvements) payable at the rate of \$54,071.28 per month in arrears.

For Year Eight (8) through Year Ten (10) the annual rent of \$729,751.42, (consisting of \$486,545.28 (\$24.96 per rsf/yr) shell rent, operating cost of \$122,026.18 (\$6.26 per rsf/yr), and \$121,179.96 (\$6.21 per rsf/yr) Amortized Tenant Improvements) payable at the rate of \$60,812.61 per month in arrears.

For Year Eleven (11) through Year Fifteen (15) the annual rent of \$820,850.23 (consisting of \$698,824.05 (\$35.85 per rsf/yr) shell rent and operating cost of \$122,026.18 (\$6.26 per rsf/yr), at the rate of \$68,404.19 payable per month in arrears.

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

**PARK PLACE HOLDINGS, LP**  
1401 Fulton Street, Suite 210  
Fresno, CA 93721-1644

**12. Tax Adjustment:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 19,493 / 96,378 rentable square feet (0.202255%).

**17. Tenant Improvement Allowance:** The maximum Tenant Improvement Allowance is hereby amended to reflect the addition of the Expansion Space in SLA 1. The Tenant Improvement Allowance is \$860,156.74, amortized over the 10-year firm term at an interest rate (amortization rate) of 7.25% per year, payable at \$6.21 per rentable square foot per year.

**23. 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] (rent rebate not included). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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.

Page 2  
Supplemental Lease Agreement No. 1  
GS-09B-02608

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Notwithstanding Paragraph 10 above, 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 fifth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

The Fifth Month's Rental Payment of \$48,044.70 minus prorated Commission Credit of [REDACTED] equals an adjusted rent of [REDACTED].

The Sixth Month's Rental Payment \$48,044.70 minus prorated Commission Credit of [REDACTED] equals an adjusted rent of [REDACTED].

The Seventh Month's Rental Payment \$48,044.70 minus the remaining prorated Commission Credit of [REDACTED] equals an adjusted rent of [REDACTED].

For the remainder of the lease term, the amount of Shell Rent payable shall be in accordance with Paragraph 10 above.

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