GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. **3** TO LEASE NO. GS-09B-02844

ADDRESS OF PREMISES **865 Fulton Mall, Fresno, CA 93721**

THIS AGREEMENT, made and entered into this date by and between **AKT Partnership**

whose address is: **906 N Street, Suite 200 Fresno, CA 93721**

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 establish Beneficial Occupancy and the term of the Lease, to adjust the total area and annual rents, and to adjust the Commission and Commission Credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the date of the Government signature of this Amendment as follows. In addition, use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

Paragraph 1, 9, 10, 13, 14 & 24 of the Lease are deleted in its entirety and the following substituted therefore:

1. The Lessor hereby leases to the Government the following described premises: **10,555** rentable square feet (RSF.), yielding approximately **9,973** ANSI/BOMA Office Area square feet and related space located on the first (1 s) Floor at **865 FULTON MALL, FRESNO, CALIFORNIA 93721-2816** together with **three (3) on-site, reserved parking spaces** as depicted on the attached "Site Plan" (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

9. TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of 15 years, 10 years firm, beginning **December 4, 2012** and ending **December 3, 2027**. The Government may terminate this lease in whole or in part effective any time after **December 3, 2022** by giving Lessor at least one hundred twenty (120) days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

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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: K Martin
Name: KRISTAN MARTIN
Title: President
Entity Name: AKT PARTNERSHIP
Date:

FOR THE GOVERNMENT:

Signature: Richard A. Scott
Name: Richard A. Scott
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12/14/12

WITNESSED FOR THE LESSOR BY:

Signature: Jaime McLean
Name: Jaime McLean
Title: Exec. Asst.
Date:

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

LEASE TERM	SHELL RENT	OPERATING BASE	AMORTIZATION OF TI'S	TOTAL ANNUAL RENT	TOTAL MONTHLY RENT	TOTAL SHELL RENT (RSF)
YEARS 1-5	$176,057.40	$52,943.88	$58,225.07	$287,226.35	$23,935.53	$16.68
YEARS 6-10	$195,056.40	$52,943.88	$58,225.07	$306,225.35	$25,518.78	$18.48
YEARS 11-15	$217,010.80	$52,943.88	$0.00	$269,954.68	$22,496.22	$20.56

**Years 1-5: see sheet number 5, paragraph 24 of this Standard Form 2 for the "Commission Rent Credit" in accordance with SF0 paragraph 2. 4B entitled "Broker Commission and Commission Credit.".*

*** Includes cleaning and all service and maintenance of equipment to be installed by the Lessor; does not include annual operating escalations in accordance with SF0 paragraph 4.3 entitled "Operating Costs."*

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

AKT PARTNERSHIP
865 N STREET
FRESNO, CALIFORNIA 93721-2249

13. **TAX ADJUSTMENT**: Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies **10,555/14,909** rentable square feet ***(70.7961%).***

14. **OPERATING COST**: Pursuant to Paragraph 4.3, 'Operating Costs," the base rate for purposes of operating cost escalation is established at **$5.016** ***($52,943.88)*** per rentable square foot per annum.

24. **COMMISSION AND COMMISSION CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] for years one (1) through five (5) and [redacted] for years six (6) through ten (10) 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, 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 10 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 **$23,935.53** minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment **$23,935.53** minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

Third Month's Rental Payment **$23,935.53** minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.

All other terms and conditions shall remain the same.