



**Supplemental Lease Agreement
Number 001**

Lease Number: GS-09B-02980 **Date:** 4/11/14

ADDRESS OF PREMISES 2444 Main St.
Fresno, CA 93721

THIS AGREEMENT, made and entered into this date by and between: **Civic Center Square, Inc.**

whose address is: 906 North St., Suite 200
Fresno, CA 93721-2249

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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to establish beneficial occupancy as of February 16th, 2014.

The Lease Term Paragraph and Paragraph 1.03 are hereby deleted in their entirety and the following substituted therefore.

The Lease Term paragraph is hereby deleted and replaced with the following.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights set forth in paragraphs 1.05 and 1.06 of Lease Number GS-09B-02980 . The commencement date of this Lease is February 16th, 2014.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

Continued on Sheet 1

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

Lessor, Civic Center Square, Inc.

By

President
(Title)

In Presence of

906 'N' St. #200, Fresno, CA 93721
(Address)

Unit _____ Administration, Public Buildings Service.

Eric Johnson
Contracting Officer

SHEET 1 ATTACHED TO AND FORMING A PART OF LEASE AMENDMENT NUMBER 1 TO LEASE NUMBER GS-09B-02980

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Firm Term	Non Firm Term
	Annual Rent	Annual Rent
Shell Rent ¹	\$214,746.28	\$238,877.96
Tenant Improvements rent ²	\$ 17,929.08	\$0.00
Operating Costs ³	\$ 68,672.60	\$ 68,672.60
Total Annual Rent	\$301,347.96	\$307,550.56

¹Shell rent calculation: (Firm Term) \$16.73 per RSF and (Non Firm Term) \$18.61 per RSF multiplied by 12,836 RSF

²The Tenant Improvement Allowance of \$75,454.34 is amortized at a rate of 7 percent per annum over 5 years.

³Operating Costs rent calculation: \$5.35 per RSF multiplied by 12,836 RSF

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

D. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT