

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09P-LCA03273
ADDRESS OF PREMISES 855 M Street Fresno, CA, 93721-2753	PDN Number: N/A

THIS AMENDMENT is made and entered into between

M. L. Street Properties
 whose address is: 855 M Street, Suite 1110. Fresno, CA 93721-2759

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 modify the amortization term for tenant improvements and to revise the annual rent to incorporate the amortized cost of the Limited Notice to Proceed, dated September 16, 2015.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2016, as follows:

Paragraphs 1.03A, 1.04, and 1.08 of the lease dated November 1, 2014, are hereby deleted in their entirety and replaced as follows:



1.03A RENT AND OTHER CONSIDERATION (SEPT 2012)

A. The firm term of this lease commenced on November 1, 2014, and expires on October 31, 2024. The parties agree that for the purposes of this Lease Amendment the remaining firm term shall be thirty-seven (37) months. A Limited Notice to Proceed in the amount of \$70,105.68, inclusive of all management and contractor fees was executed on September 17, 2015, which amount shall be amortized into the rent over the remaining firm term at 0% annual interest. Based on said amortization the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the rates shown in the table below commencing upon October 1, 2016.

This Lease Amendment contains 2 pages.

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: 
 Name:  **IA**
 Title: Asset Manager
 Entity Name: M L Street Properties
 Date: 09-01-16

FOR THE GOVERNMENT:

Signature: 
 Name: 
 Title: Carl Brown
Lease Contracting Officer
GSA, Public Buildings Service
 Date: 9/9/16

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: 
 Title: 
 Date: 09-01-16

Payment Period	Annual Shell Rent ¹ (Rsf/Yr)	Annual Operating Expenses ²	Annual Amort TI ³	Annual FS Rent/RSF	Annual FS Rent
Months 1-23	\$27.13	\$7.44	\$0.00	\$34.56	\$461,771.41
Months 24-60	\$27.13	\$7.44	\$1.70	\$36.27	\$484,508.38
Months 61-120	\$27.13	\$7.44	\$0.00	\$34.56	\$461,771.41

¹Shell rent calculation: \$27.128024 per RSF (rounded above to \$27.13) multiplied by 13,360 RSF; the cost of parking is included in the Shell Rent.

²Operating Costs rent calculation: \$7.435704 per RSF (rounded above to \$7.44) multiplied by 13,360 RSF

³Tenant Improvement costs of \$70,105.68 amortized at a rate of 0 percent per annum over 37 months = \$1.701870 (rounded above to \$1.70).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

Carpenter/Robbins Commercial Real Estate, Inc. as subcontractor for Savills Studley Inc., (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] ([REDACTED] of the gross rent) and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Broker with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit.

Notwithstanding the forgoing, the commission and commission credit are not earned and payable until acceptance of the space per Paragraphs 2.05 and 4.09 of the Lease. Additional tenant improvements are currently being performed in the space and the Lease shall be further amended upon space acceptance to incorporate the amortized cost of said additional tenant improvements.

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$45.00 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the Tis. This amount is amortized into the rent over the firm term of the lease commencing concurrently with lease commencement at an annual interest rate of zero percent (0%).

The Government shall have the right to make lump sum payments for any or all TI work.

All other terms of the Lease shall remain in full force and effect.

INITIALS: LMC LESSOR & U GOVT