

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	LEASE AGREEMENT No. 5	DATE
	TO LEASE NO. GS-09B-02608	

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 have been unable to resolve several outstanding issues under the Lease, as more particularly described in the Lessor's letter to the Government dated February 9, 2012, together with its attachments, attached hereto as **Attachment A**, (the "Outstanding Issues").

WHEREAS, the Government and the Lessor desire to settle the Outstanding Issues.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date of execution by the Government (the "Effective Date"), as follows:

1. Within ninety (90) calendar days of the Effective Date, the Lessor shall install [REDACTED] including [REDACTED], to restrict access to certain exterior parking spaces under the building, as depicted on **Attachment B**. The [REDACTED] shall be compatible with the building's architecture and include permanently anchored posts. The Lessor shall submit the design and specifications of the [REDACTED] to the Government for its review and approval. The Government shall complete its review within five business days after its receipt of the design and specifications. Upon the Government's acceptance of this security fencing, the Lessor shall be deemed to have completed its requirements to provide the standoff distance as identified in Section 11.3 of the Lease.
2. Within thirty (30) calendar days of its acceptance of the [REDACTED], the Government shall pay to the Lessor the lump sum amount of \$30,430.00 as part of the settlement of the Outstanding Issues (the "Settlement Amount").

Continued on Page 2

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

LESSOR: **PARK PLACE HOLDINGS, LP**

BY [Signature]
(Signature)

[Title]
(Title)

IN THE PRESENCE OF (witnessed by:)

[Signature]
(Signature)

1401 Fulton St. Suite 210, Fresno CA 93721
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY _____
Donald C. Thomas

Lease Contracting Officer

3. Upon payment of the Settlement Amount, the Lessor and the Government hereby, without any further action required, releases and forever discharges the other party from any liability or obligation, known or unknown, arising under, or relating to, the Outstanding Issues, and waives any claim against the other party, known or unknown, arising under, or related to, the Outstanding Issues including claims for interest, costs and attorneys' fees.

4. This LA does not bind the parties until both the Government and the Lessor execute this LA.

5. Except as expressly modified in this LA, all other terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict or inconsistency between any term or condition of this LA and any term or condition contained elsewhere in the Lease, such term or condition as contained in this LA shall govern.