

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-09B-03264
ADDRESS OF PREMISES 3211 S NORTHPOINTE DRIVE, FRESNO CA 93725-1954	PDN Number:

THIS AMENDMENT is made and entered into between

NORTH POINTE B.P., L.P.

whose address is:

8570 S CEDAR AVENUE, FRESNO CA 93725-8905

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, set the Termination Rights date and modify the rent and square footage.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution of the Government as follows:

Paragraphs *Lease Term* on Page 1, 1.01, 1.03 and 1.05 are amended and restated in their entirety to read as follows:

Lease Term

TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning [REDACTED] through [REDACTED] in accordance with Paragraph 4.09 entitled "Acceptance of Space and Certificate of Occupancy" herein, subject to termination rights as may be hereinafter set forth.

This Lease Amendment contains 3 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: [REDACTED]
Name: DENNIS PARAGIAN
Title: GENERAL PARTNER
Entity Name: NORTH POINTE B.P., LP
Date: 9/12/16

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/12/16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: DENNIS PARAGIAN
Title: VP
Date: 9/12/16

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 86,697 rentable square feet (RSF), yielding 86,697 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1ST floor of Building 4, as depicted on the floor plan(s) attached hereto as Exhibit A-Floor Plan.

B. Common Area Factor: The Common Area Factor (CAF) is established as zero percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

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	\$ 1,289,221.45	\$ 651,958.04
Tenant Improvements Rent ²	\$ 261,102.67	\$ -
Operating Costs ³	\$ 578,484.88	\$ 687,764.58
Building Specific Amortized Capital (BSAC) ⁴	\$ 89,582.97	\$ -
Total Annual Rent	\$ 2,218,391.97	\$ 1,339,722.62

¹Shell rent calculation:

(Firm Term) \$14.870427 per RSF multiplied by 86,697 RSF

(Non Firm Term) \$7.519960 per RSF multiplied by 86,697 RSF

²The Tenant Improvement Allowance of \$1,112,051.03 is amortized at a rate of 6.5 percent per annum over 5 years.

³Operating Costs rent calculation:

(Firm Term) \$6.672490 per RSF multiplied by 86,697 RSF

(Non Firm Term) \$7.932968 per RSF multiplied by 86,697 RSF

⁴Building Specific Amortized Capital (BSAC) of \$381,538.93 are amortized at a rate of 6.5 percent per annum over 5 years

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. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 86,697 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. 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.

F. 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.

INITIALS:

LESSOR

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G. 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.

H. Intentionally Deleted.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after July 1, 2021, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

INITIALS:

LESSOR

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