

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. GS-09B-03051

ADDRESS OF PREMISES:

744 P Street, Fresno, CA 93721 (formerly 1255 Fulton Mall, Fresno, CA 93721)

THIS AGREEMENT, made and entered into this date by and between

Baltara Enterprises L.P.

whose address is

2025 N. GATEWAY BLVD STE 101, FRESNO, CA, 93727-1619

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 change the address of premises as described on Page 1 and to make other changes as provided below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

The address of Premises as described on Page 1 of GS-09B-03051 is hereby replaced in its entirety by: "744 P Street, Fresno, CA 93721".

Paragraph 1.03 is replaced in its entirety by the following:

"1.03 RENT AND OTHER CONSIDERATION

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

	MONTHS 1 - 5		MONTHS 6 - 60	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$0.00	\$0.00	\$550,861.92	\$18.99 ³
TENANT IMPROVEMENTS RENTAL RATE ¹	\$187,263.51	\$6.46 ³	\$187,263.51	\$6.46 ³
OPERATING COSTS ²	\$134,887.20	\$4.65	\$134,887.20	\$4.65
BUILDING SPECIFIC SECURITY COSTS	\$21,686.76	\$0.75 ³	\$21,686.76	\$0.75 ³
FULL SERVICE RATE	\$343,837.47	\$11.85 ³	\$894,699.39	\$30.84 ³

¹ The Tenant Improvements Allowance is amortized at a rate of 7 percent per annum for 10 years.

² Building Specific Amortized Capital (BSAC) is amortized at a rate of 7 percent per annum over 10 years.

³ Rates may be rounded.

Continued on Sheet Number 2.

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

FOR THE LESSOR

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE

Signature: _____

Name: _____

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE AMENDMENT NUMBER 2

	MONTHS 61 - 120		MONTHS 121 - 180	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENTAL RATE	\$605,948.11	\$20.89 ³	\$666,542.92	\$22.98 ³
TENANT IMPROVEMENTS RENTAL RATE ¹	\$187,263.51	\$6.46 ³	\$0.00	\$0.00
OPERATING COSTS ²	\$134,887.20	\$4.65	\$134,887.20	\$4.65
BUILDING SPECIFIC SECURITY COSTS	\$21,686.76	\$0.75 ³	\$0.00	\$0.00
FULL SERVICE RATE	\$949,785.58	\$32.74 ³	\$801,430.12	\$27.63 ³

¹ The Tenant Improvements Allowance is amortized at a rate of 7 percent per annum for 10 years.

² Building Specific Amortized Capital (BSAC) is amortized at a rate of 7 percent per annum over 10 years.

³ Rates may be rounded.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 24,593 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.
- 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. Parking shall be included in the rent at no additional cost."

Paragraph 4.01 is hereby replaced in its entirety by:

"4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2012)

Design and construction activities for the Space shall commence upon the execution date of Lease Amendment Number 2 by the Lease Contracting Officer. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

- A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor should anticipate at least two submissions of DIDs before receiving approval.
1. The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **7 Working Days** following the execution date of Lease Amendment Number 2.
 2. The Lessor must submit to GSA, as part of the shell cost, the second DID submission meeting all the requirements of 4.01.A. and incorporating other Government comments and modifications to the first DID submission not later than **8 Working Days** following the submission of Government review comments from the first DID submission.
- B. The Lessor is required to submit a budget proposal based on the TIs and associated work as shown on the DIDs within **10 Working Days** of the date DIDs are approved by the Government.
- C. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:
1. Generic furniture layout, wall, door, and built-in millwork locations;
 2. Telephone, electrical, and data outlet types and locations;
 3. Information necessary for calculation of electrical and HVAC loads;
 4. Work related to security requirements; and
 5. All finish selections.

Continued on Sheet Number 3.

Initials: Government MS Lessor LAR