

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

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 clarify parking requirements and replace Exhibits A & B.

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 parties agree to amend the Agreement by the following additions (indicated by underlining) and deletions (indicated by strikethroughs) in Paragraph 1.02:

"1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: The Government requires 158 parking spaces to be ~~commercially~~ available within 1/4 walkable mile of the leased property. The Government requires 17 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 17 shall be ~~structured/inside outside, secured~~ parking spaces, and 0 shall be ~~surface/outside~~ parking spaces. Government parking areas or spaces shall be assigned and marked as "reserved." The Government shall have the exclusive use of the portion of the secured parking lot shown in Exhibit B. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Control of Parking Areas: The Lessor shall permit Government security control over all parking areas, surface or structured. Security control will include the right to inspect at points of entry, the right to deny access, and the right to remove vehicles from the premises. The Lessor shall provide a vehicle pass/ID system for contract/monthly parkers, acceptable to the Government.

C. Public accessibility to official Government vehicles shall be limited through fencing or other means.

D. Inspection of Parking Areas: The Government reserves the right at all times, to inspect the parking premises, all vehicles therein, and to remove vehicles from the premises.

E. Post Signs and Arrange for Towing of Unauthorized Vehicles: Signage shall be provided by the Lessor, acceptable to the Government, to alert parking patrons of inspection and towing policies. Signage shall advise that the removal of unauthorized vehicles can be expected."

Paragraph 1.03, Section H is replaced in its entirety by the following:

"H. The 17 reserved parking spaces as described in Paragraph 1.02, Section A and depicted in Exhibit B shall be provided at no additional cost."

Exhibit A and Exhibit B are replaced in their entirety by Exhibit A and Exhibit B attached to and made part of the Lease hereinafter.

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

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: