

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 4

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 issue a Notice to Proceed with construction.

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:

Paragraph 7.09 is hereby added:

"7.09 NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed \$3,533,292.28 inclusive of all management and architectural fees."

Paragraph 7.10 is hereby added:

"7.10 TENANT IMPROVEMENT BALANCE

The total cost for Tenant Improvements is not to exceed \$3,533,292.80 as set forth in paragraph 7.09. \$1,394,669.03 of the total amount, which equates to \$56.71 per ABOA SF as set for in lease paragraph 1.08, will be amortized into the rent as tenant improvement allowance. \$150,000 of the total amount will be amortized into the rent as "Building Specific Amortized Capital" as set forth in lease paragraph 1.11. The Government hereby orders the balance of \$1,988,623.77.

Upon completion, inspection, and acceptance of space, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount not to exceed \$1,988,623.77 shall be submitted via the GSA Finance website at: <https://finance3.gsa.gov/webVendors/>.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at james.phillipposian@gsa.gov.

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Lease Amendment)"

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: _____


President
Baltara Enterprises L.P.
2/4/15

FOR THE

Signature: _____

Name: _____

Title: _____

Date: _____


GSA, Public Buildings Service
02/09/15


WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____


2/4/15