

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 6

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:

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 | \$194,319.48 | \$6.70 ³ | \$194,319.48 | \$6.70 ³ |
| OPERATING COSTS ² | \$134,887.20 | \$4.65 | \$134,887.20 | \$4.65 |
| BUILDING SPECIFIC SECURITY COSTS | \$20,899.53 | \$0.72 ³ | \$20,899.53 | \$0.72 ³ |
| FULL SERVICE RATE | \$350,106.21 | \$12.07 ³ | \$900,968.13 | \$31.06 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: _____

[Redacted Signature]

William Dick
President
Baltara Enterprises LP
8/7/15

FOR THE

Signature: _____

Name: _____

Title: _____

Date: _____

Lease Contracting Officer
GSA, Public Buildings Service

8/13/2015

WITNESSED

Signature: _____

Name: _____

Title: _____

Date: _____

[Redacted Signature]

Aug 18, 2015

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE AMENDMENT NUMBER 6

| | 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 | \$194,319.48 | \$6.70 ³ | \$0.00 | \$0.00 |
| OPERATING COSTS ² | \$134,887.20 | \$4.65 | \$134,887.20 | \$4.65 |
| BUILDING SPECIFIC SECURITY COSTS | \$20,899.53 | \$0.72 ³ | \$0.00 | \$0.00 |
| FULL SERVICE RATE | \$956,054.32 | \$32.96 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."

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

Initials: Government  Lessor 