

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL
AGREEMENT
NO. 9

DATE

11/15/2011

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS-09B-02456 Building No. CA8085

ADDRESS OF PREMISES **United Grocers Building, 801 R Street, Fresno, CA 93721-2300**

THIS AGREEMENT, made and entered into this date by and between **BALTARA ENTERPRISES, LP**

whose address is: **2025 N Gateway Blvd., Suite 101
Fresno, CA 93721-1619**

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 administratively correct the contractual inconsistencies discovered with the previous contract documents. Paragraph 28 from SLA No. 8 was intended to replace the generic tax language in Paragraph 4.2 of the original SFO with the proper GSA tax language as mandated in the state of California. Paragraph 9 from SLA No. 8 has also been updated to properly conform to the language associated with the CA Tax Deviation paragraphs.

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

Paragraph 4.2 of the SFO and Paragraphs 9 & 28 of SLA 8 are deleted in their entirety and replaced with the following:

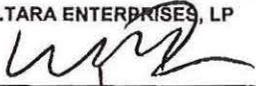
See Attachments (Pages 2-4)

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 above date.

LESSOR **BALTARA ENTERPRISES, LP**

BY

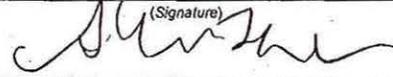


(Signature)

President

(Title)

IN PRESENCE OF



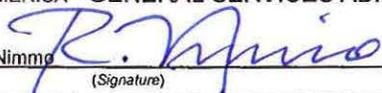
(Signature)



UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY

Robert W. Nimmo



(Signature)

Lease C.O.

(Contracting Officer, US General Services Administration)

4.2 TAX ADJUSTMENT (CALIFORNIA DEVIATION 10/98)

- A. For the purpose of this Tax Adjustment clause:
1. The term "Base Year" shall mean the first Tax Year for which a Full Assessment of the completed project is in effect for the entire Tax Year.
 2. The term "Base Year Taxes" means the Real Estate Taxes paid for the Base Year. If an Improvement (other than an Improvement which results in a change of Base Year) or a Change in Ownership occurring during the Base Year is not fully reflected in Real Estate Taxes for the entire Base Year, Base Year Taxes shall be adjusted as follows: Base Year Taxes shall be increased by the amount of additional Real Estate Taxes which would have been paid for the Base Year if the Improvement or Change in Ownership had been fully reflected in the Real Estate Taxes for the entire Base Year.
 3. The term "Change in Ownership" has the same definition as in California Revenue and Taxation Code, Part 0.5, Chapter 2, as amended or replaced from time to time.
 4. The term "Current Year Taxes" means Real Estate Taxes paid for each Tax Year following the Base Year, excluding increases in Real Estate Taxes (whether the increases result from increased rate and/or valuation) attributable to any Improvement or Change in Ownership which occurs or is completed after the Base Year.
 5. The term "Full Assessment" means that the taxing jurisdiction has considered all contemplated Improvements to the assessed property in the valuation of the same. Partial assessments for New Construction will not be used for establishing the Base Year.
 6. The term "Improvement" means any addition, alteration or improvement to real property, excluding however construction which (i) is performed by or at the request of the Government, (ii) is for the sole benefit of the Government, and (iii) is not required to make the property ready for occupancy by the Government in accordance with the terms of the lease or otherwise required by the lease.
 7. The term "New Construction" has the same definition as in California Revenue and Taxation Code Section 70, as amended or replaced from time to time, which includes, without limitation, major rehabilitation, and change in use.
 8. The term "Real Estate Taxes" means only ad valorem taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. "Real Estate Taxes" shall not include, without limitation, penalties for nonpayment or delay in payment, special assessments, business improvement district assessments, or any other present or future taxes or Governmental charges that are imposed upon Lessor or assessed against the Building and/or the land upon which the building is located.
 9. The term "Tax Year" means the fiscal year used by the state of California for real estate taxes: July 1 through June 30.
- B. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for Real Estate Taxes thereon, as well as all notices of a tax refund, deduction or credit, all tax bills and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in the Prompt Payment clause of this lease, GSAR 552.232-75) of the tax adjustment including the calculation thereof, for each Tax Year. Lessor warrants the accuracy and completeness of any invoices submitted. Notices which may affect valuation and notices of a tax refund, deduction or credit are due within ten (10) business days of receipt. All other documentation shall be submitted by June 15 of each Tax Year. Failure to submit the proper invoice and evidence of payment within such time frame shall be a waiver of the right to receive payment resulting from an increased tax adjustment under this clause.

Initials: JAR & RWN
Lessor Gov't

