

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-09B-02877	DATE 06/27/2012 07/10/12	PAGE 1 of 3
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ADDRESS OF PREMISES
5770 Skylane Blvd., Windsor, CA 95492

THIS AGREEMENT, made and entered into this date by and between: **Peter F. Chan**

whose address is: [REDACTED]

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 establish beneficial occupancy, reconcile the amount of amortized tenant improvements, and establish a termination date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease, dated June 20, 2012, is amended effective upon execution by the Government. The paragraph entitled "LEASE TERM" on Page 1 of the Lease and Paragraphs 1.03 and 1.04 are deleted in their entirety and the following substituted therefore:

"LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning on May 1, 2013 as required by this Lease and continuing through April 30, 2023 for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

Continued on Sheet 1

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

[REDACTED]	NAME OF SIGNER PETER F CHAN
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[REDACTED]

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

DAMION CHAN

ADDRESS

[REDACTED]

UNITED STATES OF AMERICA

[REDACTED]

NAME OF SIGNER,
PETER SHTEYN

OFFICIAL TITLE OF SIGNER
CONTRACTING OFFICER

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 1 TO LEASE #GS-09B-02877

“1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	Years 1 – 3 5/01/13 - 4/30/16		Years 4 – 5 5/01/16 – 4/30/18		Years 6 – 8 5/01/18 – 4/30/21		Years 9 – 10 5/01/21 – 4/30/23	
	Annual Rent	Annual Rate per RSF	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF	Annual Rent	Annual Rate Per RSF
Shell Rent	\$452,496.51	\$27.81	\$485,038.51	\$29.81	\$517,580.51	\$31.81	\$550,122.51	\$33.81
Tenant Improvement Rent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating Costs	\$100,717.49	\$6.19	\$100,717.49	\$6.19	\$100,717.49	\$6.19	\$100,717.49	\$6.19
Building Specific Security	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Structured and Surface Parking Rent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Rent	\$553,214.00	\$34.00	\$585,756.00	\$36.00	\$618,298.00	\$38.00	\$650,840.00	\$40.00

Rates may be rounded.

The Firm Term is years 1 through 5. The Non Firm Term is years 6 through 10.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **16,640** ABOA SF based upon the methodology outlined under the “Payment” clause of GSA Form 3517.

C. 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.

D. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to:



Initials: DC & RS
 Lessor Government

SHEET NO. 2 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 1 TO LEASE #GS-09B-02877

E. The 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 "Paragraph 1.01, THE PREMISES" created herein;
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."

"1.04 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, after the April 30, 2018 by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

All other terms and conditions of the Lease shall remain in force and effect.

Initials: PC & PS
Lessor Government