

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

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AGREEMENT

01

TO LEASE NO. GS-09B-02141

DATE

April 1, 2011

ADDRESS OF PREMISES                      2801 Mission Street  
   Santa Cruz, CA 95060-5755

THIS AGREEMENT, made and entered into this date by and between **University Business Park, LLC**

whose address is                              2857 Mission Street  
   Santa Cruz, CA 95060-5756

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon beneficial occupancy of the space to provide for an expansion of 2,020 square feet, replace exhibit "A" and add Exhibit "B".

Paragraphs 1, 10, 16 and Exhibit "A" are deleted from the SF-2 in their entirety, and are hereby substituted therefore: Exhibit "B" is added

"1. The Lessor hereby leases to the Government the following described premises:

A total of 61,630 rentable square feet (r.s.f.), yielding approximately 61,630 ANSI/BOMA Office Area square feet of office and related space located on the 1<sup>st</sup> Floor in the building located at 2801 Mission Street, Santa Cruz, CA 95060-575 together with 20 onsite secured surface parking spaces, as depicted on the attached Exhibit "A" (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

To meet the above referenced parking requirement as well as the Government's wareyard requirement, the Lessor shall allow exclusive use of the approximately 2 acre parcel of land across from the space, as depicted on the attached Exhibit "B", at no additional cost to the Government. Space is to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

In the event that issues related to parking code arise, the Lessor shall be permitted, at the Lessor's expense, to build a fence to delineate the space, provided the fence meets the Government's security standards, allows separate access, and leaves enough space to meet the Government's requirements."

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: University Business Park, LLC

BY [Signature]  
(Signature)

owner/manager  
(Title)

IN THE PRESENCE OF (witnessed by:)

[Signature]  
(Signature)

2801 Mission St. Santa Cruz  
(Address)

UNITED STATES OF AMERICA

BY [Signature]

Contracting Officer  
GSA, PBS, RED

"10. The Government shall pay the Lessor annual rent as follows:

- i. For months 1 through 60 annual rent of \$1,664,301.86 at the rate of \$138,691.82 per month in arrears (\$27.00 per rsf per annum, comprised of \$13.51/rsf for shell, \$6.50/rsf for operating costs, and \$6.99/rsf for amortized T.I.s).
- ii. For months 61 through 132 annual rent of \$2,002,975.00 at the rate of \$166,914.58 per month in arrears (\$32.50 per rsf per annum, comprised of \$19.01/rsf for shell, \$6.50/rsf for operating costs, and \$6.99/rsf for amortized T.I.s).

A. Rent for a lesser period shall be prorated. Rent shall be payable to:

**University Business Park, LLC**  
2857 Mission Street  
Santa Cruz, CA 95060-5756

B. Rent will be due on the first workday of each month. If the date of the lease commencement of the lease falls after the 15<sup>th</sup> day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date.

C. Rent shall be paid through Electronic Fund Transfer (EFT)."

"16. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance was established by Paragraph 3.2 of the SFO, "Tenant Improvements Included in Offer" as \$51.06 per ANSI/BOMA Office Area Square Foot. The Tenant Improvement Allowance shall be amortized over the eleven (11) year firm term of the lease agreement at an interest rate (amortization rate) of 8 % per year. This amortization term and interest rate shall be applied to the 2,020 square feet of expansion space. The total amount of Tenant Improvements to be amortized shall be \$3,146,827.80 (\$51.06 X 61,630 ANSI/BOMA Office Area Square Feet)."

This lease, upon execution, contains the entire agreement on the parties and no other prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease.

Lessor



Government

