

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
03

DATE

July 14, 2011

TO LEASE NO. GS-09B-02141

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 to establish beneficial occupancy, to memorialize the change orders approved by the Government during construction and provide for a lump sum payment.

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 9 is hereby deleted and the following paragraph 9 is substituted therefore:
Paragraphs 27 and 28 are hereby added to the SF-2:

"9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on July 1, 2011 through June 30, 2022, subject to termination rights as may be hereinafter set forth."

"27. Additional costs for tenant improvements totaling \$233,397.05 are hereby authorized by the Government for the following change orders:


- i. On June 10, 2011 a change order for the amount of [REDACTED] was approved to provide 11 total revisions to the project as described by the attached Devcon Construction, Inc., [REDACTED] CO #3 List (Exhibit "27A"), dated June 9, 2011.
- ii. On May 11, 2011 a change order for the amount of [REDACTED] was approved to provide 25 total revisions to the project as described by the attached Devcon Construction, Inc., [REDACTED] CO #2 List (Exhibit "27B"), updated May 9, 2011.
- iii. On April 15, 2011 a change order for the amount of [REDACTED] was approved to provide 19 total revisions to the project as described by the attached Devcon Construction, Inc. letter (Exhibit "27C") dated April 15, 2011.

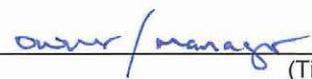
Continued on attached Sheet 1


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

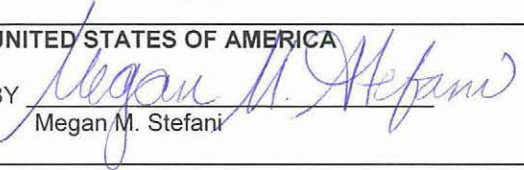
BY 
William Ow

 (Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

2801 Mission St, Santa Cruz
(Address)

UNITED STATES OF AMERICA

BY 
Megan M. Stefani

Contracting Officer, GSA. PBS. READ

Sheet Number 1 Attached Hereto and Made Apart of Supplemental Lease Agreement Number 2 for Lease # GS-09B-02141

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$233,397.05, upon receipt of an original invoice.

Invoices must be submitted electronically to the following address:

<https://www.finance.gsa.gov/webvendors/LoginVend.aspx>. If you are unable to process the invoice electronically, you may mail the original invoice to the following address:

GSA, Greater Southwest Finance Center
FAS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must **first** be provided to the Contracting Officer at the following address:

General Services Administration
ATTN: Megan M. Stefani
450 Golden Gate Ave, 3rd Floor East
San Francisco, CA 94102

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 items delivered
GSA PDN # _____ (to be provided by GSA)."

"28. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed the items from the Premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

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

INITIALS WJ & ALL
LESSOR GOVERNMENT