

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
02

TO LEASE NO. GS-09B-02141

DATE
5/11/2011

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 to increase the tenant improvement allowance, order tenant improvements which exceed the tenant improvement allowance and to memorialize the scope of work for construction.

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:

Paragraphs 10 and 16 are hereby deleted from SLA-01 in their entirety, and the following paragraphs 10 and 16 are hereby substituted therefore:

Paragraphs 25 and 26 are hereby added to the SF-2:

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

- i. For months 1 through 60 annual rent of \$1,697,290.20 at the rate of \$141,440.85 per month in arrears (\$27.54 per rsf per annum, comprised of \$13.51/rsf for shell, \$6.50/rsf for operating costs, and \$7.53/rsf for amortized T.I.s).
- ii. For months 61 through 132 annual rent of \$2,036,255.20 at the rate of \$169,687.93 per month in arrears (\$33.04 per rsf per annum, comprised of \$19.01/rsf for shell, \$6.50/rsf for operating costs, and \$7.53/rsf for amortized T.I.s).


Continued on attached Sheet 1

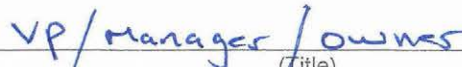
ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FORCE AND EFFECT.

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)

2857 Mission St., Santa Cruz, CA 95060
(Address)

UNITED STATES OF AMERICA

BY


Megan M. Stefani

Contracting Officer, GSA. PBS. READ

- 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 15th 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:** On April 7, 2011 an increase to the Tenant Improvement Allowance was approved. The Tenant Improvement allowance is hereby increased from \$51.06 as stated paragraph 3.2 of the SFO to \$54.99 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. The total amount of Tenant Improvements to be amortized shall be \$3,389,018.91 (\$54.99 X 61,630 ANSI/BOMA Office Area Square Feet)."

"25. In separate correspondence dated February 25, 2011, the Government issued Notice to Proceed for Tenant Improvements in the amount of \$5,250,425.00. \$3,389,018.91 of the total amount will be amortized into the rent as set forth in paragraph 16 of this SLA. The Government hereby orders the balance of \$1,861,406.09.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,861,406.09, upon receipt of an original invoice. Payment will be due only for items which are either: (a) listed in paragraph 26 and the attachments, or (b) changes approved in writing by the Contracting Officer.

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 # 650020349 (to be provided by GSA)."

"26. **Tenant Improvement Scope of Work:** The following attached documents are negotiated revisions to the SFO (dated 2/2/09), Space Requirements (dated 1/15/2009), Amended Space Requirements (dated March 2010), and the approved Design Intent Drawings.

- A. Tenant Improvement Bid Form dated February 17, 2011 (3 pages, Exhibit "26A")
- B. Exclusion/Clarification/Alternate List dated February 17, 2011 (3 pages, Exhibit "26B")
- C. TI Revision List dated February 17, 2011 (1 page, Exhibit "26C")

The plans for construction developed by Devcon Construction dated January 11, 2011 should be used."

Lessor waives any restoration in connection with the work. The Lessor shall remain responsible for the maintenance, repair and replacement of all items provided by the Lessor under this lease.

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

WS

Government

ALB