

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-09B-02180	DATE DEC 21 2011	PAGE 1 of 2
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ADDRESS OF PREMISES

991 Nut Tree Road, Vacaville, CA, 95687-4165

THIS AGREEMENT, made and entered into this date by and between NUT TREE ROAD LLC

whose address is 1430 Leimert Blvd, Oakland, CA 94602-1806

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 as of the date of this Supplemental Lease Agreement No. 2, as follows: Paragraphs 9, 10, and 23 will be fully deleted in their entirety and replaced with the same numbered paragraph as stated below and Paragraphs 25 and 26 are added.

This Supplemental Lease Agreement (SLA) No. 2 shall serve to establish beneficial occupancy at the above referenced property, establish the full service rental rate, adjust the commission/commission credit, upgrade parking lot and state the final settlement.

Paragraph 9 is hereby replaced in its entirety and replaced with the following:

"9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning August 25, 2011 through August 24, 2026, subject to termination rights as may be hereinafter set forth.

Paragraph 10 is hereby replaced in its entirety and replaced with the following:

"10. The Government shall pay the Lessor annual rent of \$ 332,154.48 at the rate of \$27,679.54 per month in arrears for years one (1) through ten (10) and the annual rent of \$322,719.00 at the rate of \$26,893.25 per months in arrears as per the table below:

Months 1-4 *	Annual Rent	Monthly Rent
No Rent Payments	\$0 - free rent	\$0 - free rent

Months 5-120 ***	Annual Rent	Monthly Rent
Shell Rent	\$ 197,880.00	\$16,490.00
Tenant Improvement Allowance	\$ 61,912.44	\$ 5,159.37
Building Specific Security	\$ 6,693.00	\$ 557.75
Operating Expenses **	\$ 65,669.04	\$ 5,472.42
Firm Term Rent***	\$ 332,154.48	\$27,679.54

Months 121-180	Annual Rent	Monthly Rent
Shell Rent	\$257,050.00	\$21,420.83
Operating Expenses **	\$ 65,669.00	\$ 5,472.42
Firm Term Rent	\$322,719.00	\$26,893.25

\*The four (4) months are a rent concession of free rent upfront; free rent includes: Shell at \$16,490.00 per month, Operating Costs \$5,472.42 per month Tenant Improvement per month at \$5,159.37 and Building Security Costs at \$557.75. Free rent is \$27,679.54 per month X 4 months for a total of \$110,718.16.

\*\* Includes cleaning and all service and maintenance of equipment to be installed by Lessor. But does not include annual operating cost escalations per SFO Paragraph 4.3 "Operating Costs."

\*\*\* See Paragraph 23 of this SLA for the "Commission Rent Credit" per SFO Paragraph 2.3B

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

Nut Tree Road LLC  
C/o Mark Attarha  
1430 Leimert Blvd  
Oakland, CA 94602-1806

INITIALS: NIA LESSOR RAS GOV'T

Paragraph 23 is hereby replaced in its entirety and replaced with the following:

**"23. COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for the first 5 years and [REDACTED] for the second 5 years of the firm term value of this lease. The total amount of the commission is [REDACTED] but with [REDACTED] deducted per paragraph 25, it is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease, the Lessor agrees to pay the Commission less the Commission Credit to the Broker.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the fifth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Fifth Month's Rental Payment \$27,679.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent

Sixth Month's Rental Payment \$27,679.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent

Seventh Month's Rental Payment \$27,679.54 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent

LESSOR HAS OFFERED FREE RENT FOR THE FOUR MONTHS OF THE LEASE. NO RENTAL PAYMENTS DUE.

Paragraphs 25 and 26 are hereby added:

25. Parking Lot Improvement: The Lessor agrees to provide the parking lot upgrade as outlined in Exhibit "C" within one hundred and twenty (120) days of execution of this SLA. The Lessor accepts a \$9,000.00 reduction in the total broker commission as per paragraph 23 above as full and final compensation.

26. Final Settlement (Final Negotiated Resolution): Paragraphs 10, 23 and 25 reflect the full and final settlement for any discrepancies in the total rent figure noted in the lease, occupancy delay and parking lot upgrade. Nothing in this Agreement shall be construed as an admission of liability or as an admission against interest by either party.

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

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

LESSOR

SIGNATURE



NAME OF SIGNER

MARK ATTARISH

ADDRESS

IN PRESENCE OF

SIGNATURE



NAME OF SIGNER

LORETTA MARIE SWEATT

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE



NAME OF SIGNER

Richard A. Scott

OFFICIAL TITLE OF SIGNER

Contracting Officer