

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT No. 1

DATE  
4 January 2010

TO LEASE NO. GS-09B-02323

ADDRESS OF PREMISES 3255 W. March Lane, Stockton, CA 95219

THIS AGREEMENT, made and entered into this date by and between **BROOKSIDE MARCH OFFICE INVESTMENTS, LLC** whose address is

3255 W. March Lane, Stockton, CA 95219-2304

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 issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance and to revised Paragraph 11 of the Lease.

**THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Paragraphs 26, 27, and 28 are hereby added:

**"26. NOTICE TO PROCEED**

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$434,358.12, inclusive of all management and architectural fees."

**"27. The total cost for Tenant Improvements in the amount of \$434,358.12 exceeds the tenant improvement allowance of \$248,050.11 (\$38.57/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$186,308.01. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 3.16F of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$186,308.01 pursuant to paragraph 28, herein. The Lessor hereby waives restoration as a result of all improvements."**

Continued on Sheet No. 1

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **BROOKSIDE MARCH OFFICE INVESTMENTS, LLC**

BY

(Signature)

(Title)

BY

(Signature)

(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

(Address)

**UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE**

BY

Contracting Officer