

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-09B-02501	DATE December 30, 2011	PAGES 1 of 1
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ADDRESS OF PREMISES

3100 Mowry Avenue, Fremont, CA 94538-1509

**THIS AGREEMENT**, made and entered into this date by and between MARCO BERETTA, BRUCE BERETTA, DAVID BERETTA and SANDRA BERETTA DUNCANSON, General Partners holding title on behalf of Beretta Investment Group, a California Partnership, whose address is:

39560 Stevenson Place, Suite 118  
Fremont, CA 94539-3074

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 decrease the square footage, memorialize the final tenant improvement cost to be amortized into the rent and revise rental rates as follows:

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon the execution of the Government, as follows:

Paragraphs 1, 9, 10 and 15 are deleted in their entirety and are replaced with the following paragraphs;

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

11,305 rentable square feet (rsf), yielding approximately 9,830 ANSI/BOMA Office Area square feet and related space located on the 1st Floor, Suite 100 at 3100 Mowry Avenue, Fremont, CA 94538-1509, together with two (2) onsite surface parking spaces, as depicted on the attached floor plans marked as "Amended Exhibit A", the "Premises", to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

"9. **TO HAVE AND TO HOLD** the premises with their appurtenances for the term beginning July 30, 2011 through July 31, 2026, subject to termination rights as may be hereinafter set forth. This lease shall succeed Lease No. GS-09B-00026. Rent shall commence without amortized Tenant Improvement. Upon completion and acceptance of Tenant Improvements, a subsequent Supplemental Lease Agreement shall be drafted to establish the final space measurements and memorialize the actual Tenant Improvement cost to be amortized into the rent."

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

- For July 30, 2011 through October 31, 2011, annual rent of \$241,409.64 at the rate of \$20,117.47 per month in arrears.
- For November 1, 2011 through July 31, 2016, annual rent of \$277,467.37 at the rate of \$23,122.28 per month in arrears.
- For August 1, 2016 through July 31, 2021, annual rent of \$298,268.57 at the rate of \$24,855.71 per month in arrears.
- For August 1, 2021 through July 31, 2026, annual rent of \$297,298.89 at the rate of \$24,774.91 per month in arrears.

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

**Beretta Investment Group, a General Partnership**  
**c/o Beretta Property Management**  
**39560 Stevenson Place, Suite 118**  
**Fremont, CA 94539-3074"**

"15. **Tenant Improvement Allowance**: The total Tenant Improvement cost is \$370,988.30 and shall be amortized over the remaining firm (117 months) of the lease agreement, effective November 1, 2011, at an interest rate (amortization rate) of zero (0)% per year. The annualized payment of \$38,050.08 (monthly payment of \$3,170.84)."

The following document is hereby incorporated into the Lease as Exhibit:

- Floor Area Boundary dated 9/23/2011 as Amended Exhibit "A", (1 page)

All other terms and conditions remain in full 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

ADDRESS

39560 STEVENSON PL # 118

SIGNATURE

NAME OF SIGNER

ADDRESS

39560 STEVENSON PL # 118

### IN PRESENCE OF

### UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER: **PETER SHTEYN**

OFFICIAL TITLE OF SIGNER: **CONTRACTING OFFICER**