

Supplemental Lease Agreement Number 1

Lease Number: GS-09B-02916

Date: 4/23/12

Address of Premises: 99 Pacific Street 455A, Monterey, California 93940-2498

THIS AGREEMENT, made and entered into this date by and between **MONTEREY BAY AQUARIUM SUPPORT SERVICES, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

whose address is : 99 Pacific St, Ste 575A, Monterey, CA 93940-2498

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 April 1, 2012 as follows:

Supplemental Lease Agreement (SLA) No. 1 is issued to establish beneficial occupancy. Paragraphs 9, 10, 17, and 25 are deleted in its entirety and the following are substituted therefore. Paragraph 27 is added:

9. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2012 through March 31, 2017, subject to termination rights as may be hereinafter set forth.

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

Years	Period	Shell	Operating Cost	Tenant Improvements	Total Annual Rent	Total Rent per Month payable in arrears
1 - 3	April 1, 2012 - March 31, 2015	\$116,709.96	\$57,585.31	\$2,613.67	\$176,908.94	\$14,742.41
4 - 5	April 1, 2015 - March 31, 2017	\$116,709.96	\$57,585.31	\$0.00	\$174,295.27	\$14,524.61

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

Monterey Bay Aquarium Support Services
99 Pacific St, Ste 575A
Monterey, CA 93940-2498

CONTINUED ON 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: MONTEREY BAY AQUARIUM SUPPORT SERVICES, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

By

(Signature)

(Title)

In Presence of

(Signature)

(Address)

United States Of America, General Services Administration, Public Buildings Service.

Susan Truong
(Signature)

LEASE CONTRACTING OFFICER

(Official Title)



**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA)
NO. 1 TO LEASE #GS-09B-02916**

17. **Tenant Improvement Allowance:** The maximum Tenant Improvement Allowance to be amortized shall be \$7,841.00 amortized over the three (3) year firm term of the lease agreement at an interest rate (amortization rate) of zero (0) % per year payable monthly at the rate of \$217.81 or \$2,613.67 annually. Pursuant to Paragraph 3.3 "Tenant Improvement Rental Adjustment," the Government, at its sole discretion, shall make all decisions as to the usage and payment for said Tenant Improvement Allowance.

25. **Commission and Commission Credit:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission 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]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of the SLA #1, 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$14,742.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$14,742.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

For the remainder of the lease term, amount of rent shall be in accordance with Paragraph 10 herein.

27. Pursuant to Paragraph 5.12 (H) Rent Commencement of SFO No. 1CA2007, space is accepted by the Government with rent commencement on April 1, 2012. The Government will not occupy the space until May 1, 2012. Rent for the period from April 1, 2012 through April 30, 2012 will be less the cost for services and utilities. The reduction in rent for the first month is as follows:

First Month's Rental Payment \$14,742.41 minus monthly operating expenses of \$4,798.78 minus prorated Commission credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Initials: WS & ST
LESSOR GOVT