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SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-09B-02948	DATE 5/19/15	PAGE 1 of 2
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ADDRESS OF PREMISES  
1839 Water Street, San Diego, CA 92101

**THIS AGREEMENT**, made and entered into this date by and between SAN DIEGO UNIFIED PORT,  
whose address is 3165 Pacific Coast Highway  
San Diego, CA 92101

San Diego Unified Port District  
Document No. **63504**  
Filed **JUN 09 2015**  
Office of the District Clerk

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to establish the Vessel Berth Area by removing the water square footage and limiting berth area to pier and land only. The reduction in water square footage does not reduce the annual rent as specified in Lease No. GS-09B-02948, GSA Form L201A; Supplemental Lease Agreement No. 1, GSA Form 276; and this Supplemental Lease Agreement No. 2, GSA Form 276, effective immediately upon execution by the Government. **March 5, 2014.** *JSQ*

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

Paragraphs 1.01 and 1.03 are deleted in their entirety and the following substituted therefore.

PARAGRAPH 1.01 The Lessor hereby leases to the Government the following described premises:

10,400 rentable square feet (r.s.f.), yielding approximately 10,400 ANSI/BOMA Office Area square feet and related space located at 1839 Water Street, San Diego, CA 92101 (the "Premises"), together with twenty (20) onsite reserved surface parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. The Premises is as follows:

*Pier Length:	260 Usable Linear Feet
Off Pier Laydown Space:	2,700 USF
Warehouse Space:	7,400 USF
Office Space:	300 USF
Government Reserved Parking Spaces:	20 Spaces
*Vessel Berth Area (Boat Dock):	N/A

\*Pier Length and Vessel Berth Area are not included in calculating the rentable square feet total.

Continued on Page 2.

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

<b>LESSOR</b>	
SIGNATURE	NAME OF SIGNER Joel Valenzuela, Director Maritime Operations
ADDRESS 3165	San Diego, CA 92101

<b>IN PRESENCE OF</b>	
	NAME OF SIGNER Isabel Ortega, Asset Mgr., Maritime

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE	NAME OF SIGNER <b>JOHN A. BELL</b>
	OFFICIAL TITLE OF SIGNER <b>LCO</b>

GSA FORM 276 (REV. 8/2006)

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PARAGRAPH 1.03 In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building Shell and Improvements specified in the Lease, and the Agency Specific Requirements (ASR), all taxes of any kind, and all operating costs. Rights to parking areas will be deemed included in the rent. Rent shall be as follows:

	Years 1-5	Years 6-10	Years 11-15
Shell	\$ 150,000.00	\$ 156,000.00	\$ 162,240.00
Op. Cost	-	-	-
TI	-	-	-
<b>TOTAL</b>	<b>\$ 150,000.00</b>	<b>\$ 156,000.00</b>	<b>\$ 162,240.00</b>

\*Rent shall not be adjusted for changes in taxes or operating costs.

All other terms and conditions remain in full force and effect.

INITIALS:  &   
LESSOR GOV'T