



Supplemental Lease Agreement  
Number 002

Lease Number: GS-09B-02179 Date: October 26, 2010

ADDRESS OF PREMISES 1600 Los Gatos Drive  
San Rafael, CA. 94903-1806

THIS AGREEMENT, made and entered into this date by and between: **Corac, LLC**

whose address is: ATTN: REAL ESTATE ASSET MANAGEMENT TEAM - MARIN COMMONS  
WILDE BUILDING, A4CRI  
900 COTTAGE GROVE ROAD  
HARTFORD, CT 06152

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.

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

Paragraphs 23, 24, and 25 are hereby added:

"23. 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 as Exhibit "C", at a total cost not to exceed \$533,855.99, inclusive of all management and architectural fees."

"24. The total cost for Tenant Improvements in the amount of \$533,855.99 exceeds the tenant improvement allowance of \$441,882.00, which will be amortized into the rental rate in a Subsequent Lease Agreement. The Government hereby orders the excess balance in the amount of \$91,973.99. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 3.17F 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 \$91,973.99 pursuant to Paragraph 25, herein. The Lessor hereby waives restoration as a result of all improvements."

Continued on Attachment Sheet Number 1. Attached hereto and made a part hereof

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

Lessor, CORAC, LLC

By *John G. Eisele*  
(Signature)  
JOHN G. EISELE

MANAGING DIRECTOR  
(Title)

In Presence of *John G. Eisele*  
(Signature)

900 COTTAGE GROVE RD, HARTFORD, CT 06152  
(Address)

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

*Peter Shtevn*  
(Signature)

Peter Shtevn  
Contracting Officer



**SHEET NUMBER 1 Attached to Supplemental Lease Agreement Number 002 and made a part of US Government Lease GS-09B-02179**

"25. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
PO BOX 17181  
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

GSA, Real Estate Division  
Attention: Eric Johnson  
450 Golden Gate  
3<sup>rd</sup> Floor East  
San Francisco, CA 94102

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

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

INITIALS PS ME  
Government Lessor