

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2A	TO LEASE NO. GS-09B-02330	DATE 15 May 2012	PAGE 1 of 2
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ADDRESS OF PREMISES

THIS AGREEMENT, made and entered into this date by and between Turning Basin Partners, LLC a California limited liability company whose address is:
 1115E Lockeford Street
 Lodi, CA 95240-0878

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 upon execution by the Government as follows:

To remove the requirements for LEED certification, clarify setback requirements at site, and expand the leased area.

SFO sections 1.2 D, E – Unique Requirements, 3.4 11 – GSA Forms / Pricing and 3.7 A 1, 10 – Green Lease Submittals are deleted in their entirety thereby removing the LEED requirement from the Lease.

SFO sections 1.2 A - Unique Requirements, and 10.34 – Security Design Criteria: Setbacks are deleted in their entirety thereby removing the 100' setback requirement in the Lease. The setbacks as described on the attached Exhibit A – Site Plan will prevail.

Paragraph 1 of the SF2 is deleted in its entirety and the following substituted in its place, thereby expanding the premises:

The Lessor hereby leases to the Government the following described premises:
 22,012 rentable square feet (r.s.f.), yielding approximately 20,825 ANSII/BOMA Office Area square feet and related space located on the 1st and 2nd Floors at the building to be constructed at 603 and 621 San Juan Avenue, Stockton, California together with 28 secured reserved surface parking spaces, as depicted on the attached (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

Paragraph 3 of the SF2 is deleted in its entirety and the following substituted in its place, thereby expanding the premises:

The Government shall pay the Lessor annual rent as follows in arrears:

Year	Shell rate (r.s.f./yr)	Annual Base Year Service Costs / r.s.f.*	Annual Amortized T.I.'s	Total Annual Rent / r.s.f.	Monthly Rent	Annual Rent
1	\$26.63	\$5.34	\$4.72	\$36.69	\$67,308.69	\$807,704.30
2	\$27.43	\$5.50	\$4.72	\$37.65	\$69,069.65	\$828,835.82
3	\$28.25	\$5.67	\$4.72	\$38.64	\$70,885.64	\$850,627.70
4	\$29.10	\$5.84	\$4.72	\$39.66	\$72,756.66	\$873,079.94
5	\$29.97	\$6.01	\$4.72	\$40.70	\$74,664.37	\$895,972.42
6	\$30.87	\$6.19	\$4.72	\$41.78	\$76,645.45	\$919,745.38
7	\$31.80	\$6.38	\$4.72	\$42.90	\$78,699.90	\$944,398.82
8	\$32.75	\$6.57	\$4.72	\$44.04	\$80,791.04	\$969,492.50
9	\$33.73	\$6.76	\$4.72	\$45.21	\$82,937.21	\$995,246.54
10	\$34.75	\$6.97	\$4.72	\$46.44	\$85,193.44	\$1,022,321.30
11	\$35.79	\$7.18	\$4.72	\$47.69	\$87,486.36	\$1,049,836.30
12	\$36.86	\$7.39	\$4.72	\$48.97	\$89,834.31	\$1,078,011.66
13	\$37.97	\$7.61	\$4.72	\$50.30	\$92,273.97	\$1,107,287.62
14	\$39.11	\$7.84	\$4.72	\$51.67	\$94,787.01	\$1,137,444.06
15	\$40.28	\$8.08	\$4.72	\$53.08	\$97,373.42	\$1,168,480.98

* NO CPI increases applicable.

INITIALS:  LESSOR
 GOV'T

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

Turning Basin Partners, LLC
1115E Lockeford Street
Lodi, CA 95240-0878

Paragraph 26 of the SF2 is deleted in its entirety and the following substituted in its place, thereby recalculating the commission and commission credit to include the expanded premises:

The Lessor and the Broker have agreed to a cooperating lease commission of [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 3 of this Standard Form 2, 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 \$67,308.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$67,308.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$67,308.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$67,308.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment \$67,308.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

Sixth Month's Rental Payment \$67,308.69 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent.

All other provisions of Lease number GS-09B-02330 remain unchanged.

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

LESSOR - Turning Basin Partners, LLC

SIGNATURE	<i>Roy P. Fowler</i>	NAME OF SIGNER	ROY P. FOWLER
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ADDRESS	1115 E. LOCKEFORD STREET, LODI CALIF 95240-0878		
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LESSOR - Turning Basin Partners, LLC

SIGNATURE		NAME OF SIGNER	
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ADDRESS			
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UNITED STATES OF AMERICA

SIGNATURE	<i>Sherry Shirkey</i>	NAME OF SIGNER	SHERRY SHIRKEY
		OFFICIAL TITLE OF SIGNER	lease contract officer

INITIALS:	<i>[Signature]</i>	LESSOR	
	<i>[Signature]</i>	GOVT	
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GSA FORM 276 (REV. 8/2006)