SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE	PAGE
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ADDRESS OF PREMISES
1651 ALHAMBRA BOULEVARD, SACRAMENTO CA 95816-7051

THIS AGREEMENT, made and entered into this date by and between

CANNERY VENTURE LP

whose address is

1530 J STREET, SUITE 200
SACRAMENTO, CA 95814

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, at a total cost not to exceed **$629,767.50**, inclusive of all management and architectural fees."

"24. The total cost for Tenant Improvements in the amount of $2,080,285 exceeds the tenant improvement allowance of $1,450,517.50 ($54.50/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of $629,767.50. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 3.2, "Tenant Improvements Included in Offer" of Solicitation for Offers No. 9CA2463, 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 $629,767.50 pursuant to Paragraph 25, herein. The Lessor hereby waives restoration as a result of all improvements."

Continued on Sheet No. 1

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

LESSOR

SIGNATURE	NAME OF SIGNER
X [signature]	Mark Friedman

ADDRESS 1530 J Street Ste 200 Sacramento CA 95814

IN PRESENCE OF

SIGNATURE	NAME OF SIGNER
[signature]	Nick Carter

ADDRESS Same as above

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
Regina Nickerson	Regina Nickerson
	OFFICIAL TITLE OF SIGNER Contracting Officer

"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 $629,767.50** 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

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA, Real Estate Division
Attn: Xitlaly Aranda
450 Golden Gate Avenue, 3rd Floor East
San Francisco, CA 94102

The 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: _____ _____
GOVERNMENT & LESSOR