

**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT

DATE

#1

September 27, 2010

TO LEASE NO. GS-09B-02539

ADDRESS OF PREMISES: 700 MAIN STREET 2<sup>ND</sup> FLOOR, SUISUN CITY, CA 94586

THIS AGREEMENT, made and entered into this date by and between Suisun Harbor Square, LLC

whose address is: SUISUN HARBOR SQUARE, LLC  
710 KELLOGG STREET  
SUISUN CITY, CA 94586

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 (NTP) for Tenant Improvements; incorporate and order Tenant Improvements which exceed the tenant improvement allowance, provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance; and expand the Premises by 968 RSF.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective the date of Government execution, as follows: Paragraphs 1, 10, and 12 are deleted in their entirety and replaced with the following Paragraphs 1, 10, and 12; new Paragraphs 28, 29, 30, and Exhibits "B" and "C" (pages 1 - 5) are hereby added to the lease.

"1. The Lessor hereby leases to the Government the following described premises:

Block "A" consisting of 9,874 rentable square feet (RSF), yielding approximately 8,661 ANSI/BOMA Office Area square feet (USF) and Block "B" consisting of 968 RSF, yielding approximately 849 USF, for a total of 10,842 RSF yielding approximately 9,510 USF and related space located on the 2<sup>nd</sup> Floor at 700 Main Street, Suisun City, California 94585, together with two (2) reserved surface parking spaces within 75 feet of the building included as part of the rental consideration, as depicted on the attached Exhibit "A" (the "Premises") and Exhibit "B" (Block "B"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

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

Rent is subject to adjustment pursuant to SFO Paragraph 3.4 "Tenant Improvement Rental Adjustment." Rent shall be paid according to the following schedule:

YEAR (Full term)	Block A Shell pref	Block B Shell pref	Blended Rate Shell pref	TI @ 5.5% for 10 yr per RSF	Operating Expense per RSF	Annual Rate per RSF	Block B Annual	Total Annual Rent	Total Monthly Rent
1	\$6.72	\$20.37	\$7.94	\$5.38	\$4.23	\$17.55	\$19,718.16	\$180,263.06	\$15,855.26
2	\$13.44	\$20.37	\$14.06	\$5.38	\$4.33	\$23.77	\$19,718.16	\$257,700.54	\$21,479.05
3	\$13.44	\$20.37	\$14.06	\$5.38	\$4.44	\$23.88	\$19,718.16	\$258,893.16	\$21,574.43
4	\$13.44	\$20.37	\$14.06	\$5.38	\$4.55	\$23.99	\$19,718.16	\$260,085.78	\$21,673.82
5	\$13.44	\$20.37	\$14.06	\$5.38	\$4.67	\$24.11	\$19,718.16	\$261,386.87	\$21,782.24
6	\$16.56	\$22.77	\$17.11	\$5.38	\$4.78	\$27.27	\$22,041.36	\$295,709.52	\$24,642.46
7	\$16.56	\$22.77	\$17.11	\$5.38	\$4.90	\$27.39	\$22,041.36	\$297,010.56	\$24,750.88
8	\$16.56	\$22.77	\$17.11	\$5.38	\$5.03	\$27.52	\$22,041.36	\$298,420.02	\$24,869.34
9	\$16.56	\$22.77	\$17.11	\$5.38	\$5.15	\$27.64	\$22,041.36	\$299,821.06	\$24,976.76
10	\$16.56	\$22.77	\$17.11	\$5.38	\$5.28	\$27.77	\$22,041.36	\$301,330.52	\$25,094.21
11	\$19.56	\$26.37	\$20.17	\$0.00	\$5.41	\$25.54	\$25,526.16	\$277,316.82	\$23,109.74
12	\$19.56	\$26.37	\$20.17	\$0.00	\$5.55	\$25.72	\$25,526.16	\$278,854.70	\$23,236.23
13	\$19.56	\$26.37	\$20.17	\$0.00	\$5.68	\$25.85	\$25,526.16	\$280,352.58	\$23,362.72
14	\$19.56	\$26.37	\$20.17	\$0.00	\$5.83	\$26.00	\$25,526.16	\$281,870.46	\$23,489.21
15	\$19.56	\$26.37	\$20.17	\$0.00	\$5.97	\$26.14	\$25,526.16	\$283,388.34	\$23,615.71

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

Suisun Harbor Square, LLC  
710 Kellogg Street  
Suisun City, CA 94585

INITIALS: MP & PS  
LESSOR & GOVERNMENT

\*12. Tax Adjustment: Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 10,842 RSF of 40,457 rentable square feet (28.799%)."

\*28. 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 \$683,595.00 inclusive of all management and architectural fees."

\*29. Tenant Improvement Coverage: The total cost for Tenant Improvements in the amount of \$683,595.00 exceeds the tenant improvement allowance of \$448,206.00 (47.13/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$235,389.00. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 3.14 Section F of the Solicitation for Offers (SFO), 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 \$235,389.00 pursuant to Paragraph 30 "Lump Sum Payment", herein. The Lessor hereby waives restoration as a result of all improvements."

\*30. Lump Sum Payment: 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 \$235,389.00 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 Contracting Officer at:

GSA, Real Estate Division – San Francisco  
Attention: Peter Shteyn  
450 Golden Gate Ave, 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 remain in full force and effect.

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

LESSOR SUISUN HARBOR SQUARE, LLC

BY Michael E. Rice (Signature) FRANK J. MAENELLO (Signature) MANAGING MEMBERS,  
MAIN STREET WEST PARTNERS, LLC  
(Title) MANAGER FOR  
SUISUN HARBOR SQUARE, LLC

IN THE PRESENCE OF (witnessed by:)

BY Jan Howell (Signature) A/P mgr., Muller-Sorg Group (Title)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY Peter Shteyn  
PETER SHTEYN, CONTRACTING OFFICER, GSA