

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE FEB 04 2010

TO LEASE NO. GS-09B-01858

ADDRESS OF PREMISES: 1919 Friendship Drive
Suite B
El Cajon, CA 92108

THIS AGREEMENT, made and entered into this date by and between **HELF INVESTMENTS, Consisting of Frank M. Goldberg as Trustee of the Goldberg Family Trust ("Goldberg Trust")** and **H and E Solomon Family Limited Partnership ("Solomon Partnership")**.

whose address is: 1333 Camino del Rio South, Suite 310
San Diego, CA 92108

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, establish the Tenant Improvement Cost Overage, and provide for Lump Sum Payment of the Tenant Improvement Cost Overage. In this regard, Paragraphs 29, 30, and 31 have been added.

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:

29. **NOTICE TO PROCEED:** Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed \$1,429,560.00 inclusive of all management and architectural fees. This Notice to Proceed is issued subject to the provision of parking as required under the terms of the lease.
30. **TENANT IMPROVEMENT COST OVERAGE:** The total cost for the Tenant Improvements in the amount of \$1,429,560.00 exceeds the Tenant Improvement Allowance of \$1,158,679.74 (\$45.02 * 25,737 ABOA square foot) and as such, the tenant improvement cost overage is \$270,880.26. The Government hereby orders this overage to be included as an addition to the Tenant Improvement Allowance and shall be paid via lump sum.

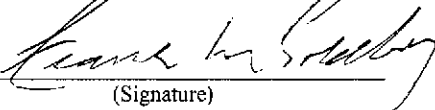
PS#10016761
RWA#3617144

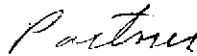
All other terms and conditions of the lease shall remain in full force and effect.

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

LESSOR: HELF INVESTMENTS

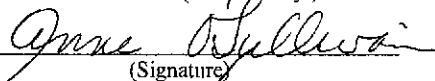
BY


(Signature)



(Title)

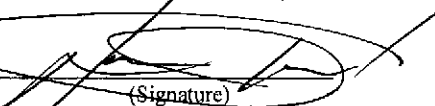
IN THE PRESENCE OF (witnessed by:)


(Signature)



UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY


(Signature)

Contracting Officer, GSA