

LEASE AMENDMENT

LEASE AMENDMENT NO. 1	TO LEASE NO. GS-09B-02001	DATE <i>June 4, 2012</i>	PAGE 1 of 3
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ADDRESS OF PREMISES: **Aegean Plaza, Suite TBD, 42283 10th Street West, Lancaster, CA 93534**

THIS AGREEMENT, made and entered into this date by and between **A.J. Eliopoulos Commercial / Industrial Development, Inc.**

whose address is **42225 10th Street West, Suite 101
Lancaster, CA 93534**

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: update the floorplan; issue a Notice to Proceed; add tenant improvement items; revise the cost of tenant improvements to be amortized in rental payments; increase the lump sum payment of the tenant improvement costs; and adjust commission credit.

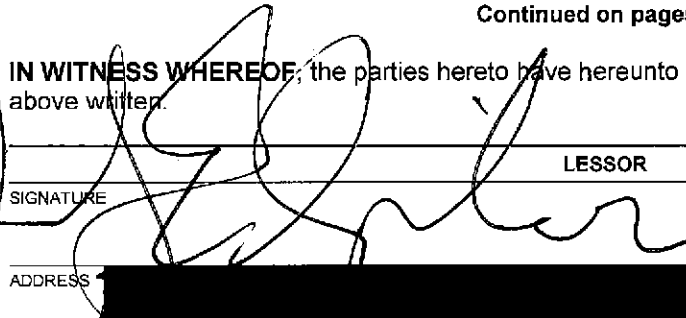
THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Exhibit "A" is replaced in its entirety with Form 1364A (2 pages), dated 5-24-2012, and Form 1364A-1 (3 pages), dated 5-24-2012, attached hereto

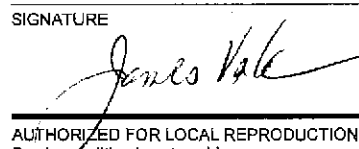
Exhibit "B", Floorplan is replaced with Construction Drawing Sheet A-1, dated 4-09-2012, attached hereto

Continued on pages 2-3

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

LESSOR	
SIGNATURE 	NAME OF SIGNER Andrew J. Eliopoulos
ADDRESS [REDACTED]	

IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER
ADDRESS	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER James Valt
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

SHEET NO. 2 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT NO. 1 TO LEASE #GS-09B-02001

Paragraphs 1.05, is deleted in its entirety and replaced as follows:

1.05 BROKER COMMISSION AND COMMISSION CREDIT:

Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Of the Commission, [REDACTED] will be payable to **Jones Lang LaSalle** with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 1 Rental Payment **\$8,373.33** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment **\$8,373.33** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Paragraphs 1.06, 1.07 and 1.08 are hereby added:

"1.06. NOTICE TO PROCEED

The Government has reviewed and accepted the Design Intent Drawings (DIDs) and Construction Drawings (CDs). Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified in Exhibit "A", at a total cost not to exceed \$199,978.69 less Lessor concession of \$37,495.00 for net cost of \$162,483.69, inclusive of all management, permit, and architectural fees."

"1.07. Lump-sum Payment.

The Government will make a lump-sum payment of \$55,235.57 to reduce the amount of TI cost amortized into rent payments. Final TI amount to be amortized will be \$107,248.12 at annual interest rate of 8.0% over the firm-term of the lease. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 3.01D, Construction Schedule, of this lease. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$50,235.57 pursuant to Paragraph 1.08, herein. With this lump-sum payment, the final amount of TI costs to be amortized is \$112,248.12. The successful completion of the items as outlined in the attached exhibit will constitute "substantial completion" for rental commencement purposes. The Lessor hereby waives restoration as a result of all improvements."

Initials:

Lessor

Government

SHEET NO. 3 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT NO. 1 TO LEASE #GS-09B-02001

"1.08. Invoice for 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 \$50,235.57** 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:

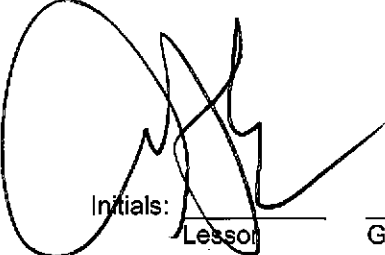
GSA, Real Estate Division – Los Angeles
Attention: James Valk
300 N Los Angeles Street, Suite 4100
Los Angeles, CA 90012
Phone: 213 894 0550
Email: james.valk@gsa.gov

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:  _____
Lessor Government 