

REVISED SUPPLEMENTAL LEASE AGREEMENT

Number 1

Lease Number: GS-09P-02197

Date:

12/31/08

901 Tower Way, #210
Bakersfield, CA 93309

THIS AGREEMENT, made and entered into this date by and between CROX, LLC whose address is
1300 Fenwick Drive
Bakersfield, CA 93312

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 1) Reiterate the lease terms; 2) Specify the Commission and Commission Credit breakdown, and 3) Clarify the annual rent breakdown.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 11, 2008 as follows:

1) TO HAVE AND TO HOLD, 1,187 rentable square feet of office space for the term commencing on the date the space is accepted for occupancy and continuing through the ten (10) year term. The Government may terminate this lease any time on or after the five (5) year firm term by giving at least 120 days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

2) As a clarification to Form 3626, Paragraph B(3) – Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [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 the 3626, 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 on the date the space is accepted for occupancy and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment of \$5,321.72 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted rent.

All rental payments thereafter shall be made based on the rent stated on Form 3626.

3) As clarification to Form 3626, Paragraph C – Rent Breakdown:

Tenant Improvement cost shall only be amortized into the Government's lease for the first five (5) years. After the first five (5) years, Government's rent shall decrease to reflect finished amortization of Tenant Improvement costs. Such rent shall be as follows:

Year 1 through 5 annual rent in the amount of \$63,860.60

Year 6 through 10 annual rent in the amount of \$31,811.60

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

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

Lessor, CROX, LLC

By



(Signature)



(Title)

In Presence of

(Signature)

(Address)



GSA Public Buildings Service

United States Of America, General Services Administration, Public Buildings Service.

Shella Johnson (Signature) Contracting Officer (Official Title)