

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 01	DATE 8/5/09
TO LEASE NO. GS-09B-02238		
Address of Premises: 22 West 35 th Street National City, CA 91950		
<p>THIS AGREEMENT, made and entered into this date by and between <u>SCOS LP</u></p> <p>whose address is 2360 Michael Faraday Drive, Suite A San Diego, CA 92154</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to terminate the Lease in favor of a new lease agreement and to provide compensation for termination of Lease Agreement GS-09B-02238.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 29, 2009, as follows:</p> <p>Paragraphs 1,2,3, 4 and 6 are deleted in their entirety. Paragraph 26 is added. Sheet 1 is added.</p> <p>"26. The Government and Lessor hereby agree to terminate this lease in its entirety in conjunction with executing a replacement lease for similar space located at 861 Harold Place, Chula Vista, California; in consideration thereof, the Government agrees to pay Lessor a lump sum payment in the amount of \$276,819.00. Upon execution of this Supplemental Lease Agreement by both parties, Lessor agrees to accept \$276,819.00 as a complete and final payment for all construction work and related costs, fees, lost rent, commissions, and any other expenses associated with the preparation, execution, and administration of this lease. Lessor furthermore holds harmless and releases the Government from future rents, claims or demands associated with the termination of this lease or any work ordered in conjunction with this lease agreement; this agreement shall be binding upon the Lessor and its heirs and assigns and any entity with current or subsequent rights to this contract. The Lessor furthermore waives restoration as a result of all improvements to the leasehold premises under the terms of this Lease Agreement.</p> <p>Upon execution of this Supplemental Lease Agreement by both parties, Lessor shall submit an invoice for \$276,819.00 as follows. The original invoice must be submitted directly to the GSA Finance Office at the following address:</p> <p style="margin-left: 40px;">General Services Administration FTS and PBS Payment Division (7BCP) P.O. Box 17181 Fort Worth, TX 76102-0181</p> <p>[continued on Sheet 1]</p>		
<p>IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.</p>		
SIGNATURE <u>[Signature]</u> ADDRESS [Redacted]	<u>SCOS LP</u> <u>SCOS LP</u>	
IN PRESENCE OF		
SIGNATURE <u>[Signature]</u> ADDRESS [Redacted]		
UNITED STATES OF AMERICA		
SIGNATURE <u>[Signature]</u> <u>Thomas Hixson</u>		
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