

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE

1/10/2011

TO LEASE NO. GS-09B-02493

ADDRESS OF PREMISES: 2297 Niels Bohr Court
San Diego, CA 92154-7929

THIS AGREEMENT, made and entered into this date by and between Pacific Rim Business Centre, LLC

whose address is: 821 Kuhn Drive
Suite 100
Chula Vista, CA 91914-4508

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, these parties hereto desire to amend the Lease to adjust the Commission and Commission Credit, establish Beneficial Occupancy, adjust the annual rent, and clarify the HVAC Overtime rate and payment procedures.

NOW 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:

Part I Paragraph B6 sub paragraph K, "Commission and Commission Credit"; and Part II, Paragraphs B and C of the GSA Form 3626 (Rev. 4/2009) of Lease Agreement GS-09B-02493 are deleted in their entirety and substituted therefore; and Part II, Paragraph C1 of the GSA Form 3626 (Rev. 4/2009) of Lease Agreement GS-09B-02493 has been added as follows:

Part I Paragraph B6 sub paragraph K, "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 GSA Form 3626 (Rev. 4/2009) attached to and forming part of this lease.

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 with the first month of the rental payments and continues as indicated in this schedule for adjusted monthly rent:

First Months Rental Payment \$6,989.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$6,989.37 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Months Rent.

Part II, Paragraph B, Term: TO HAVE AND TO HOLD the premises with their appurtenances from the term beginning January 1, 2011 through January 1, 2016 inclusive. The Government may terminate this lease in whole or in part on or after January 1, 2014 on ninety (90) 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 date of mailing.

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

LESSOR: Pacific Rim Business Centre, LLC

BY

(Signature)

Managing Member

(Title)

IN THE PRESENCE OF (witnessed by):

(Signature)

(Address)

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

BY

(Signature)

Contracting Officer, GSA