

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. <b>2</b>	TO LEASE NO. <b>GS-09B-02494</b>	DATE <b>MAR 28 2011</b>	PAGE <b>1 of 2</b>
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ADDRESS OF PREMISES  
745 Morning Star Drive, Sonora, California 95370-5193

**THIS AGREEMENT**, made and entered into this date by and between **SONORA IMPERIAL, LLC**, a California limited liability company

whose address is 7825 FAY AVENUE, SUITE 250, LA JOLLA, CALIFORNIA 92037-4259

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 establish the date of beneficial occupancy of the Government leased space, change the address of the leased premises, authorize and pay for additional work, and to begin payment of rent.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 8, 2011, as follows:

**PARAGRAPHS 1, 2, AND 4 OF THE LEASE ARE HEREBY DELETED IN THEIR ENTIRETY AND REPLACED AS FOLLOWS:**

"1. The Lessor hereby leases to the Government the following described premises:

A. 6,592 rentable square feet (RSF) of space, yielding 6,305 ANSI/BOMA Office Area square feet of space on the first floor at 745 Morning Star Drive, Sonora, California 95370-5193, as indicated on the attached Floor Plan marked Exhibit A along with two (2) reserved surface parking spaces.

B. In addition, 324 RSF of space, yielding 327 ANSI/BOMA Office Area square feet of space, shall be provided at no additional cost by the Lessor to the Government as part of this lease; for a total of 6,916 RSF yielding 6,642 ANSI/BOMA Office Area square feet of space.

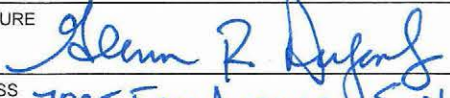
C. The above described premises are to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for a total term beginning February 8, 2011 through February 7, 2026, subject to termination rights as forth herein."


**[Continued on Page 2]**

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

**LESSOR**

SIGNATURE 	NAME OF SIGNER <b>GLENN R. Dugan Jr.</b>
ADDRESS <b>7825 Fay Avenue, Suite 250, CA Jolla, CA 92037</b>	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER <b>Michelle L. Snyder</b>
ADDRESS <b>7825 Fay Ave. # 250, LaJolla, CA 92037</b>	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER <b>M.E. NYGREN</b>
OFFICIAL TITLE OF SIGNER <b>ACTING OFFICER</b>	

"4. The Government may terminate this lease, in whole or in part, at any time on or after February 7, 2021 upon ninety (90) calendar days prior 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."

Paragraph 23 is hereby added as part of GSA Lease No. GS-09B-02494:

"23. The following change order (number 3) expenses totaling the amount of \$5,529.26 have been authorized and approved by the Government:

Change Order #	Description	Cost	Requestor	Approved Amount	Approval Date
3	Install [REDACTED] in [REDACTED]; Lighting upgrades in employee restrooms; Fire extinguisher cabinet, towel dispenser, [REDACTED]; Contractor general conditions & profit; Developer project management, overhead & profit	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	\$5,529.26	02/23/11

Change order expenses in the amount of \$5,529.26 will be reimbursed by the Government to the Lessor when:

- a) The tenant improvements have been completed;
- b) The Government has inspected and accepted the above tenant improvements;
- c) This supplemental lease agreement has been executed by both parties, and
- d) The Lessor submits a proper invoice in accordance with the lease."

Paragraph 24 is hereby added as part of lease GS-09B-02494:

"24. The address of the leased premises is: **745 MORNING STAR DRIVE, SONORA, CALIFORNIA 95370-5193.**"

Paragraph 25 is hereby added as part of lease GS-09B-02494:

"25. The total tenant improvement allowance shall be \$297,154.65 (\$47.13 / USF) amortized over 120 months at 8.75%, payable monthly, in arrears, at an annual cost of \$44,689.71. This is included in the rent in Paragraph 3 of this lease."

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even through payment will be made retroactively, no monies whatsoever are due under this agreement until thirty (30) calendar days after the date of execution by the Government.

All other terms and conditions remain in full force and effect.

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INITIALS:  LESSOR  GOV'T