

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-09B-02501	DATE August 2, 2011	PAGES 1 of 3
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ADDRESS OF PREMISES  
3100 Mowry Avenue, Fremont, CA 94538-1509

**THIS AGREEMENT**, made and entered into this date by and between MARCO BERETTA, BRUCE BERETTA, DAVID BERETTA and SANDRA BERETTA DUNCANSON, General Partners holding title on behalf of Beretta Investment Group, a California Partnership, whose address is:

39560 Stevenson Place, Suite 118  
Fremont, CA 94539-3074

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 beneficial occupancy date, revise the rental rates and amend SFO languages.

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

Paragraphs 9, 10 and 15 are deleted in their entirety and are replaced with the following paragraphs; SFO Paragraphs 7.12, "Painting" and 7.13, "Floor Covering and Parameters" are deleted in their entirety and are replaced with the following paragraphs;

9. **TO HAVE AND TO HOLD** the premises with their appurtenances for the term beginning July 30, 2011 through July 29, 2026, subject to termination rights as may be hereinafter set forth. This lease shall succeed Lease No. GS-09B-00026. Rent shall commence without amortized Tenant Improvement. Upon completion and acceptance of Tenant Improvements, a subsequent Supplemental Lease Agreement shall be drafted to establish the final space measurements and memorialize the actual Tenant Improvement cost to be amortized into the rent.

10. The Government shall pay the Lessor annual rent as follows:

- For months 1 through 60, annual rent of \$241,409.64 at the rate of \$20,117.47 per month in arrears.
- For months 61 through 120, annual rent of \$262,381.96 at the rate of \$21,865.16 per month in arrears.
- For months 121 through 180, annual rent of \$299,767.40 at the rate of \$24,980.62 per month in arrears.
- Rent for a lesser period shall be prorated. Rent shall be payable to:

**Beretta Investment Group, a General Partnership  
c/o Beretta Property Management  
39560 Stevenson Place, Suite 118  
Fremont, CA 94539-3074**

15. **Tenant Improvement Allowance:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be amortized over the ten (10) year term of the lease agreement at an interest rate (amortization rate) of zero (0) % per year.

Upon completion and acceptance of Tenant Improvements, a subsequent Supplemental Lease Agreement shall be drafted to memorialize the actual Tenant Improvement cost to be amortized over the remaining term of the lease.

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

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

<b>LESSOR</b>	
SIGNATURE 	NAME OF SIGNER DAVID BERETTA.
ADDRESS 39560 STEVENSON PL #118 FREMONT CA 94539.	
<b>IN PRESENCE OF</b>	
X SIGNATURE 	NAME OF SIGNER Steve Moriarty
ADDRESS 39560 STEVENSON PL #118 FREMONT CA 94539.	
<b>UNITED STATES OF AMERICA</b>	
SIGNATURE 	NAME OF SIGNER: PETER SHTEYN OFFICIAL TITLE OF SIGNER: CONTRACTING OFFICER