

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <b>1</b>	TO LEASE NO. <b>GS-09B-02737</b>	DATE <b>July 29, 2011</b>	PAGE <b>1 of 2</b>
ADDRESS OF PREMISES <b>Palomar Triad, 2011 Palomar Airport Road, Suite 201, Carlsbad, CA 92011-1431</b>			

**THIS AGREEMENT**, made and entered into this date by and between **PT Carlsbad Associates, LP**

whose address is 9285 Dowdy Drive, Suite 101, San Diego, CA 92126-6380,

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 accept tenant improvements, establish date of beneficial occupancy of the Government leased space as of **August 1, 2011**, adjust tenant improvement allowance, and commence rental payments;

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

I. To establish beneficial occupancy as of August 1, 2011 for a period of 15 years with 10 years firm.

II. Paragraph 25 is added as follows:

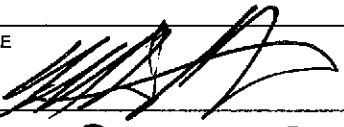
"25. **TENANT IMPROVEMENT ALLOWANCE:** Tenant Improvements were inspected and determined to be substantially complete on July 29, 2011. The final, actual Tenant Improvement Allowance has now been established at **\$69,131.40** and shall be amortized over the ten (10) year firm term of the lease agreement at an interest rate (amortization rate) of 0.00% per year."

III. Paragraph 9 is deleted in its entirety and replaced as follows:

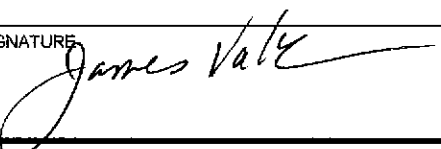
"9. TO HAVE AND TO HOLD the Premises with their appurtenances for a 15-year term beginning **August 1, 2011 through July 31, 2026**. The lease term is for fifteen (15) years, ten (years) years firm, subject to termination and renewal rights set forth in Paragraph 4 of the SF-2 dated March 14, 2011."

Page 1 of 2

**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 <b>MICHAEL D. GOLDMAN</b>
ADDRESS <b>9285 DOWDY DRIVE, Ste 101, SAN DIEGO CA 92126-6380</b>	

<b>IN PRESENCE OF</b>	
SIGNATURE	NAME OF SIGNER
ADDRESS	

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE 	James Valk
Lease Contracting Officer	

- IV. Paragraph 10 Rental Rates of this lease is deleted in its entirety due to the tenant improvement allowance not being fully utilized as and replaced follows:

**"10. Rental Rates.**

For years one (1) through five (5), the Government shall pay the Lessor annual rent of **\$88,729.08** at the rate of **\$7,394.09** per month in arrears, subject to annual CPI adjustment of operating expenses. For years six (6) through ten (10), the Government shall pay the Lessor annual rent of **\$112,923.12** at the rate of **\$9,410.26** per month in arrears, subject to annual CPI adjustment of operating expenses. For years eleven (11) through fifteen (15), the Government shall pay the Lessor annual rent of **\$111,235.32** at the rate of **\$9,269.61** per month in arrears, subject to annual CPI adjustment of operating expenses.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

PT Carlsbad Associated, LP  
9285 Dowdy Drive, Suite 101  
San Diego, CA 92126-6380"

- V. Paragraph 22, Commission and Commission Credit, of this lease is deleted in its entirety due to the tenant improvement allowance not being fully utilized and replaced as follows:

**"22. COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for years 1-5; [REDACTED] for years 6-10 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 Paragraph 10 of this Standard Form 2, 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 continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment **\$7,394.09** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment **\$7,394.09** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment **\$7,394.09** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent."

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]