
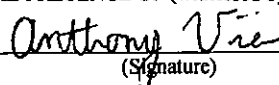
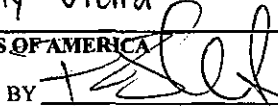


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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT 1 | DATE 1/9/2011 |
| TO LEASE NO. GS-09B-02771 Address of Premises: 39510 Paseo Padre Parkway Fremont, CA 94538-4741 | | |
| <p>THIS AGREEMENT, made and entered into this date by and between:</p> <p>Paseo Padre Associates CA, LP</p> <p>whose address is: 39510 Paseo Padre Parkway, Ste, 200, Fremont, CA 94538-4741</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.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government to establish beneficial occupancy and memorialize final Tenant Improvement costs of \$168,249.99 amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 9.0% per year:</p> <p>Paragraphs 1, 2 and 3 of Lease are hereby deleted in their entirety and are substituted therefore:</p> <p>"1. PREMISES. The Lessor hereby leases to the Government the following described premises:</p> <p>BLOCK A. A total of 6,443 rentable square feet (RSF) of office and related space, yielding 5,518 usable square feet of office and related space commonly known as suite 210.</p> <p>BLOCK B. A total of 1,652 rentable square feet (RSF) of office and related space, yielding 1,419 usable square feet of office and related space commonly known as suite 290.</p> <p>FOR A TOTAL OF 8,095 RSF of office and related space, yielding 6,937 net usable square feet of office and related space to be used for the purposes as may be determined by the Government."</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term:</p> <p>BLOCK A: Beginning on November 16, 2011 and continuing through November 15, 2018.</p> <p>BLOCK B: Beginning on November 16, 2011 and continuing through November 15, 2014.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> | | |
| <p>LESSOR: Paseo Padre Associates CA, LP</p> <p>BY <u></u> (Signature) <u>CHARLES LEUNG /VP</u> (Title)</p> <p>IN THE PRESENCE OF (witnessed by:) <u></u> (Signature) <u>1730 S. EL CAMINO REAL, STE 450</u> <u>SAN MATEO, CA 94402</u> (Address)</p> <p><u>Anthony Vieira</u></p> | | |
| <p>UNITED STATES OF AMERICA</p> <p>BY <u></u> Peter Shteyn, Contracting Officer General Services Administration</p> | | |

"3. RENTAL.

Upon establishment of beneficial occupancy, the Government shall pay the Lessor:

a. BLOCK A:

| Period | Shell Rental Rate/RSF | Operating Costs/RSF | TI / RSF | Total Rate/RSF | Annual Rent/RSF |
|--------|-----------------------|---------------------|----------|----------------|-----------------|
| Year 1 | \$11.87 | \$6.13 | \$6.50 | \$24.50 | \$157,885.12 |
| Year 2 | \$12.22 | \$6.13 | \$6.50 | \$24.86 | \$160,159.56 |
| Year 3 | \$12.59 | \$6.13 | \$6.50 | \$25.22 | \$162,522.14 |
| Year 4 | \$12.97 | \$6.13 | \$6.50 | \$25.60 | \$164,955.61 |
| Year 5 | \$13.36 | \$6.13 | \$6.50 | \$25.99 | \$167,462.07 |
| Year 6 | \$13.76 | \$6.13 | \$0 | \$19.89 | \$128,093.61 |
| Year 7 | \$14.17 | \$6.13 | \$0 | \$20.30 | \$130,791.73 |

b. BLOCK B:

| Period | Shell Rental Rate/RSF | Operating Costs/RSF | TI / RSF | Total Rate/RSF | Annual Rent/RSF |
|--------|-----------------------|---------------------|----------|----------------|-----------------|
| Year 1 | \$14.15 | \$6.13 | \$0.00 | \$20.28 | \$33,502.56 |
| Year 2 | \$14.75 | \$6.13 | \$0.00 | \$20.88 | \$34,493.76 |
| Year 3 | \$15.35 | \$6.13 | \$0.00 | \$21.48 | \$35,484.96 |

c. Rent for a lesser period shall be prorated.

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Electronic Fund Transfer shall pay rent."

All other terms and conditions of the Lease shall remain in force and effect.

INITIALS: PS KJ
GOVERNMENT & LESSOR