

**GENERAL SERVICES ADMINISTRATION**SUPPLEMENTAL  
AGREEMENT  
NO. 1DATE  
NOV 19 2012**SUPPLEMENTAL LEASE AGREEMENT****TO LEASE NO. GS-09B-02876**

ADDRESS OF PREMISES: 12110 Tech Center Drive, Poway, California 92064-7102

THIS AGREEMENT, made and entered into this date by and between Earl Hardesty

whose address is: [REDACTED]

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

WHEREAS, the parties hereto desire to amend the above Lease for the following purposes: to record the 1) Notice to Proceed; to amend the 2) tenant improvements; 3) annual rent; 4) commission and commission credits; and to add 5) the alarm system and monitoring.

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

Paragraphs 3, 17, and 24 are deleted and replaced as follows and paragraphs 28 and 29 are added.

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

Years	Annual Shell Rent	Annual Operating cost Cost	Annual Amortized T.I.'s	Total Annual Rent	Total Monthly Rent
1 - 5	\$99,281.16	\$49,197.72	\$8,759.62	\$ 157,238.50	\$13,103.21
6 - 10	\$106,689.00	\$49,197.72	\$0.00	\$ 155,886.72	\$12,990.56

The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the 20 parking spaces referenced in Paragraph 1 of this SF-2 are included in the Shell Rent.

Rent checks shall be payable to:

Earl Hardesty  
[REDACTED]  
[REDACTED]

"17. TENANT IMPROVEMENT ALLOWANCE: The maximum Tenant Improvement Allowance established by Paragraph 3.2 of SFO Number OCA2856, "Tenant Improvements Included in Offer," has been modified not to exceed **\$37,758.00**. The Tenant Improvement Allowance shall be amortized over the firm five (5) year term of the lease agreement at an interest rate (amortization rate) of 6.0 % per year."

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

Continued on page 2, attached

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

LESSOR: EARL HARDESTY

BY

(Signature)

(Owner)

IN THE PRESENCE OF

(Signature)

(Owner)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY

(Signature)

CONTRACTING OFFICER

(Title)

E RAS

"24. COMMISSION AND COMMISSION CREDIT: In accordance with SFO Paragraph 2.3. Broker Commission and Commission Credit, UGL Services Equis Operations Co. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties, executed on May 17, 2011. Due to the Commission Credit described in SFO Paragraph 2.3.B, only [REDACTED] of the Commission, will be payable to UGL Services Equis Operations Co. with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 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 apply to the first month of the rental payments as indicated in this schedule for adjusted Monthly Shell Rent:

First Month's Rental Payment is \$13,103.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent."

**Paragraphs 28 and 29 are added:**

"28. In a separate correspondence dated July 17, 2012, the government has issued a Notice to Proceed for tenant Improvements in the amount of \$37,758.00. The total costs for tenant improvements are \$37,758.00."

"29. The Lessor is to provide an [REDACTED] at no additional cost to the Government and to monitor the [REDACTED] throughout the term of the lease at no additional cost to the Government."

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

