

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT No. 1

DATE

1/31/2013

TO LEASE NO. GS-09B-03018

ADDRESS OF PREMISES: 2300 Boswell Road  
Suite 190  
Chula Vista, CA 91914-3513

THIS AGREEMENT, made and entered into this date by and between IPTV-B, LLC

whose address is: 1133 Connecticut Ave NW STE 800  
Washington, DC 20036

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

WHEREAS, the parties hereto desire to amend the Lease to correct the Suite # of the Premises, redefine the parking requirements, add effective dates into the rent schedule, establish the Government Termination Rights date, and establish Beneficial Occupancy,

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government. In this regard, Paragraphs 1.01A, 1.02A, 1.03A, 1.05, Page 1 entitled "Lease Term", and Exhibit A and B are deleted in their entirety and the following new Paragraphs 1.01A, 1.02A, 1.03A, 1.05, Page 1 entitled "Lease Term", and Exhibit A and B are substituted therefore as follows:

"1.01A Office and Related Space

11,410 rentable square feet (RSP), yielding 9,922 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> floor known as Suite 190, of the Building, as depicted on the floor plan attached hereto as Exhibit A.

"1.02A Parking

68 on-site parking spaces to be located within the dashed line area as depicted on the plan attached hereto as Exhibit B entitled, "Parking/ Site Plan" reserved for the exclusive use of the Government of which 2 shall be marked as reserved.

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

LESSOR: IPTV-B, LLC

BY

  
(Signature)

Director

(Title)

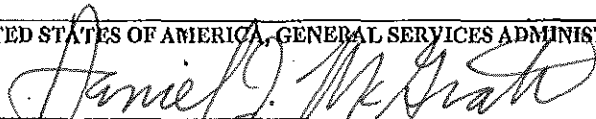
IN THE PRESENCE OF (witnessed by):

  
(Signature)

1133 Connecticut Ave NW, Ste 800  
(Address) Washington DC  
20036

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service,

BY

  
(Daniel J. McGrath)

Contracting Officer, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 1 TO LEASE NUMBER GS-09B-03018

"1.03A The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Effective January 31, 2013 through January 30, 2018 (Firm Term)	Effective January 31, 2018 through January 30, 2023 (Non Firm Term)
SHELL RENT <sup>1</sup>	\$255,355.80	\$237,670.30
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$111,123.77	\$0.00
OPERATING COSTS <sup>3</sup>	\$101,206.70	\$101,206.70
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$9,279.74	\$0.00
TOTAL ANNUAL RENT	\$476,966.01	\$338,877.00

<sup>1</sup>Shell rent (Firm Term) calculation: \$22.38 per RSP multiplied by 11,410 RSP

<sup>2</sup>The Tenant Improvement Allowance of \$467,664.34 is amortized at a rate of 7 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$8.87 per RSP multiplied by 11,410 RSP

<sup>4</sup>Building Specific Security Costs of \$40,000 are amortized at a rate of 6 percent per annum over 5 years

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term."

"1.05 Termination Rights (Aug 2011)

The Government may terminate this Lease in whole or in part effective anytime on or after January 31, 2018 by giving at least ninety (90) days prior notice in writing 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."

"Page 1 of Lease

Lease Term

To Have and To Hold the said Premises with its appurtenances for the term beginning on January 31, 2013 through January 30, 2023."

Initials: DM & OK  
Government Lessor