



Supplemental Lease Agreement  
Number 5

Date: GS-09B-02864 Date: July 15, 2013

26722 Plaza Drive, Mission Viejo, California 92691-6390

THIS AGREEMENT made and entered into this date by and between **Speedy Tang. LLC**

whose address is: 944 Market Street, Suite 800, San Francisco, California 94102

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, lease term, rent, termination notice, the commission and commission credit to be paid by Lessor, and to memorialize the amount of Tenant Improvement amortization included in the rent.

**THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Paragraphs 9, 10, and 25 are hereby deleted and the following substituted therefore. Paragraph 13 is deleted in its entirety. Paragraph 34 is added.

"9. **TO HAVE AND TO HOLD** the said Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy July 1, 2013, through June 30, 2023 in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination and renewal right as may be hereinafter set forth. The lease term is for ten (10) years, eight (8) years firm.

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

	07/01/13 to 06/30/17	Monthly Rent
Shell Rental Rent	\$92,287.45	\$ 7,690.62
Amortized TI Rent	\$35,591.09	\$ 2,965.92
Operating Cost Rent*	\$23,615.47	\$ 1,967.96
<b>Full Service Rent</b>	<b>\$151,494.01</b>	<b>\$ 12,624.50</b>

	07/01/17 to 06/30/21	Monthly Rent
Shell Rental Rent	\$99,681.40	\$ 8,306.78
Amortized TI Rent	\$35,591.09	\$ 2,965.92
Operating Cost Rent*	\$23,615.47	\$ 1,967.96
<b>Full Service Rent</b>	<b>\$158,887.96</b>	<b>\$ 13,240.66</b>

	07/01/21 to 06/30/23	Monthly Rent
Shell Rental Rent	\$99,671.53	\$ 8,305.96
Amortized TI Rent	\$0.00	\$ 0.00
Operating Cost Rent*	\$23,615.47	\$ 1,967.96
<b>Full Service Rent</b>	<b>\$123,287.00</b>	<b>\$ 10,273.92</b>

\* Excludes Operating Expense Escalations for years two through ten.

Rent for a lesser period shall be prorated.

Rent checks shall be payable to:  
**Franchise Services, Inc.**  
26722 Plaza Drive  
Mission Viejo, CA 92691-6390

*ACB*



**25. COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] 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 Supplemental Lease Agreement Number 5, 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 of \$12,624.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$12,624.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$12,624.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment of \$12,624.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

**34. ACCEPTANCE OF SPACE:**

- A. The following is added to Paragraph 5.12 G (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
- B. Any items that have been identified at the acceptance of the space as punch list items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
- C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

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

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

Lessor, **Speedy Tang, LLC**

[REDACTED]  
B. \_\_\_\_\_  
(Signature)

CFO  
\_\_\_\_\_  
(Title)

In P [REDACTED]  
\_\_\_\_\_

[REDACTED]  
\_\_\_\_\_

United States Of America, General Services Administration, Public Buildings Service.

[REDACTED]  
\_\_\_\_\_  
(Signature)

CARL BROWN, LEASE CONTRACTING OFFICER  
(Official Title)