

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE <u>1/15/13</u> <del>12/15/12</del>
	TO LEASE NO. GS-09B-02965	

ADDRESS OF PREMISES: 3130 Skyway Drive, Santa Maria, CA 93455-1843

THIS AGREEMENT, made and entered into this date by and between Skyway Partners, a California Limited Liability Corporation, whose address is:

200 East Carrillo Street, Suite 100, Santa Barbara, CA 93101-7145

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

WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Supplemental Lease Agreement (SLA) No. 1 is hereby issued is to amortize the Tenant Improvement costs into the rent and reconcile the broker commission. Therefore, Paragraphs 3, 16 and 25 are deleted in their entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent commencing November 1, 2012, as follows:

August 1, 2012 - October 31, 2012 (lease firm term)	Rate/Rentable Square Foot	Annual Rent	Monthly Rent
Shell Rent	\$8.946	\$57,612.24	\$4,801.02
Tenant Improvement Allowance Amortization	\$0.00	\$0.00	\$0.00
Operating Costs	\$2.497	\$16,080.68	\$1,340.06
Full Service Rent	\$11.443	\$73,692.92	\$6,141.08

November 1, 2012 - July 31, 2017 (lease firm term)	Rate/Rentable Square Foot	Annual Rent	Monthly Rent
Shell Rent	\$8.946	\$57,612.24	\$4,801.02
Tenant Improvement Allowance Amortization	\$0.713	\$4,593.42	\$382.79
Operating Costs*	\$2.497	\$16,080.68	\$1,340.06
Full Service Rent	\$12.156	\$78,286.34	\$6,523.86

August 1, 2017 - July 31, 2022	Rate/Rentable Square Foot	Annual Rent	Monthly Rent
Shell Rent	\$10.200	\$65,688.00	\$5,474.00
Tenant Improvement Allowance Amortization	\$0.00	\$0.00	\$0.00
Operating Costs*	\$2.497	\$16,080.68	\$1,340.06
Full Service Rent	\$12.697	\$81,768.68	\$6,814.06

\* Amount shown for Operating Cost represents the base cost and is subject to annual adjustment.

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

Skyway Partners  
200 East Carrillo Street, Suite 100  
Santa Barbara, CA 93101-7145 "

"16. The Tenant Improvement Allowance of \$18,102.42 shall be amortized at 8.00% over 57 months of the firm term of the lease. The annual rental payment shall be \$4,593.42, which equates to \$0.713 per RSF. The amortization term is calculated from the time that the improvements were accepted, on 11/1/2012, through the remainder of the firm term of the lease, ending on 7/31/2017."

(Continued on next page)

"24. 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 3 of the 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 \$6,141.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$6,141.08 minus prorated Commission Credit of \$ [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Tenant Improvement construction occurred after rent commencement and hence final adjustments to the Commission and Commission Credit were made after the above two (2) rental months were paid. As a result, the Commission Credit increase of [REDACTED] due to amortized Tenant Improvements and Building Specific Security shall be applied as indicated in the following schedule for adjusted Monthly Rent:

Fourth Month's Rental Payment \$6,523.87 minus remaining Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent."

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

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

LESSOR: Skyway Partners

BY [Signature]  
(Signature)

President  
(Title)

IN THE PRESENCE OF (witnessed by):

BY [Signature]  
(Signature)

200 E Arroyo #100  
Santa Barbara, CA  
93101

UNITED STATES OF AMERICA

BY [Signature]  
(Signature)

Lease Contracting Officer, GSA  
(Title)