



SUPPLEMENTAL LEASE AGREEMENT

Number: 1

Lease Number: GS-09B-02801

Date: December 19, 2011

Address of the Premises: 1653 Plum Lane
Redlands, CA 92374-0103

THIS AGREEMENT made and entered into this date by and between HPC Holdings, LLC

whose address is 20888 Amar Road, Suite 203
Walnut, CA 91789

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

WHEREAS, the parties hereto desire to amend the above Lease to establish the revised tenant improvement allowance amortized and provide the "Notice to Proceed" (NTP) for tenant improvements and excess tenant improvements () and describe the excess tenant improvements.

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:

Paragraphs 23 is hereby deleted in its entirety and replaced with the following. Paragraphs 23, 24 and 25 are hereby added as follows:

23. Pursuant to the U.S. GOVERNMENT LEASE FOR REAL PROPERTY, SF-2 and SLA 1 for the above referenced contract, the breakdown of TIs (by way of allowance & excess tenant improvements/lump sum payment) and obligated at this time are as follows:

- 1) Total TI Costs \$217,371.53
- Less:
- 2) Total TI Allowance Amortized \$201,142.09
- 3) Total Lump Sum Payment (due to the Lessor) \$ 16,229.44 (Excess TIs for telephone & data CAT6 wiring and)

The Government will provide a lump sum payment of \$16,229.44 to Lessor upon satisfactory completion and acceptance of the space for buildout.

The above referenced costs are subject to adjustment based on the final, actual scope of work for the buildout. Any additional items added to the current scope of work must be incorporated by way of a subsequent Supplemental Lease Agreement (SLA) and/or formally approved by the Contracting Officer via written correspondence.

24. In accordance with the above referenced contract, the Government is required to provide a Notice to Proceed (NTP) in order for the Lessor to commence construction of the Tenant Improvements of \$201,142.09 and the Excess Tenant Improvements of \$16,229.44.

The excess tenant improvements for telephone and data CAT6 wiring and the will be paid in a subsequent SLA with a lump sum payment. The actual lump payment terms and conditions for the reimbursable lump-sum items will be memorialized in a subsequent Supplemental Lease Agreement (SLA).



25. Paragraph 25 is added for describing the Excess Tenant Improvements/Lump Sum Payment, per SLA 1. The Government agrees to pay \$16,229.44 in the form of a lump sum payment for the telephone and data CAT6 wiring and the [REDACTED]. The Lessor shall submit for Lump Sum Payment an original and one copy of the invoice for the reimbursable work items, including the annotation of PS Number "PS _____", on the Invoice. The original Invoice shall be remitted to the Contracting Officer at:

GSA, Real Estate Acquisition
Broker Branch
450 Golden Gate Avenue, 3rd Floor East
San Francisco, CA 94102

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

LESSOR:

BY _____
(Signature)

(Title)

IN PRESENCE OF _____
(Signature)

20885 Amar Rd #203
Walnut, CA 91781
(Address)

UNITED STATES OF AMERICA

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

BY Carl Brown
(Signature)

Lease Contracting Officer
(Official Title)