



Supplemental Lease Agreement
Number 1

Lease Number: GS-09B-02974 Date: 3/20/14

3808 North 1st Avenue, Tucson, AZ 85719

THIS AGREEMENT, made and entered into this date by and between Valencia Imperial LLC whose address is:
12675 Danielson Court, Suite 414, Poway, CA 92064.

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 issue a Notice to Proceed to incorporate and order Tenant Improvements which exceed the tenant improvement allowance; to provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance; to change the lease term; and to change the address of Lessor.

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

Paragraphs I, II, III and IV are hereby added:

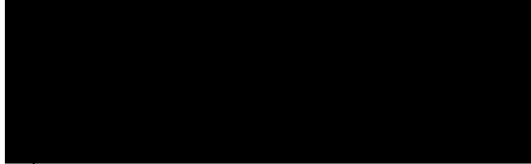
I. NOTICE TO PROCEED

Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$344,437.63 inclusive of all management and architectural fees.

II. The total cost for Tenant Improvements in the amount of \$1,014,047.94 exceeds the tenant improvement allowance of \$669,610.31 (37.03/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$344,437.63. The Lessor shall construct all Tenant Improvements in accordance with all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$344,437.63 pursuant to Paragraph III, herein. The Lessor hereby waives restoration as a result of all improvements.

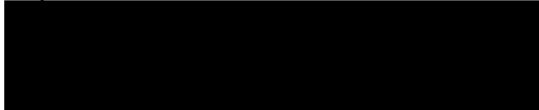
Continued on Sheet 1

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



MANAGER

(Title)



12675 Danielson Court, #414, Poway, CA 92064

(Address)

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



CONTRACTING OFFICER

(Official Title)

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA)
NO. 1 TO LEASE #GS-09B-02974**

III. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$344,437.63** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

General Services Administration,
Real Estate Acquisition Division – Los Angeles Branch
Attention: Linda Luong
300 N. Los Angeles Street, Ste. 4100
Los Angeles, CA 90012

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

IV. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

V. Address of Lessor is changed from 7825 Fay Avenue, Suite 250, La Jolla, CA 92037 to 12675 Danielson Court, Suite 414 Poway, CA 92064.

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

Initials: *[Signature]* & *[Signature]*
Lessor Government