

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-09B-02801	DATE	PAGE 1 of 3
ADDRESS OF PREMISES 1653 Plum Lane Redlands, CA 92374-0103			

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

whose address is 20888 Amar Road
Walnut, CA 91789

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 the date of beneficial occupancy effective March 16, 2012, adjust square footage for the re-measurement of space adjust rent, adjust commission and commission credit, and provide Lump Sum Payment for 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 1, 9, 10, 12, 22, 24, and 25 of the SF2 and SLA 1 are deleted in their entirety and replaced with the following:

1. Premises. The Lessor hereby leases to the Government the following described premises:

A total of 13,154 rentable square feet (r.s.f.) with 1,980 square feet at no charge to the government, yielding 11,174 rentable square feet (r.s.f.) yielding approximately 9,717 ANSI/BOMA Office Area square feet and related space located at 1653 Plum Lane, Redlands, CA 92374-0103, together with ten (10) onsite secured parking spaces, as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning March 16, 2012 through March 15, 2027.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	NAME OF SIGNER JERRY K YEH
ADDRESS 20888 Amar Road #203, Walnut CA 91789	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Ai Lien Wu
ADDRESS 20888 Amar Rd. #203, Walnut, CA 91789	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Carl Brown
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

Continued:

10. Rent. The Government shall pay the Lessor annual rent of:

LEASE TERM	SHELL RENT	OPERATING BASE	AMORTIZATION OF TI'S	TOTAL ANNUAL RENT	TOTAL MONTHLY RENT
YEARS 1 - 2	\$91,468.07	\$64,714.96	\$29,986.03	\$186,169.06	\$15,514.09
YEARS 3 - 4	\$96,368.95	\$64,714.96	\$29,986.03	\$191,069.94	\$15,922.50
YEARS 5 - 6	\$104,142.65	\$64,714.96	\$29,986.03	\$198,843.64	\$16,570.30
YEARS 7 - 8	\$112,693.61	\$64,714.96	\$29,986.03	\$207,394.60	\$17,282.88
YEARS 9 - 15	\$120,102.12	\$64,714.96	XXXXXXXXXX	\$184,817.08	\$15,401.42

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

HPS HOLDINGS, LLC
20888 AMAR ROAD SUITE 201
WALNUT, CA 91789

12. TAX ADJUSTMENT: Pursuant to paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 11,174/13,154 rentable square feet (84.95%).

22. 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 is entitled to receive in connection with the lease transaction. 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 this 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 indicate in this schedule for adjusted Monthly Rent.

First Month's Rental Payment \$15,514.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$15,514.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$15,514.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

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

1. Total TI Cost: \$219,280.09
2. Less: Total TI Allowance Amortized \$201,142.09
3. Total Lump Sum Payment (due to Lessor): \$ 18,138.00 (Excess Tenant Improvements)

The government will provide a lump sum payment of \$18,138.00 to Lessor upon satisfactory completion and acceptance of the space for the excess tenant improvements.

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25. The Government agrees to pay \$18,138.00 in the form of a lump sum payment for the excess tenant improvements. The Lessor shall submit for Lump Sum Payment an original and one copy of the invoice for the excess tenant improvements, including the annotation of the PS Number, "PS _____" on the invoice.

The Lessor shall remit an original invoice to the Contracting Officer at:

GSA
Real Estate Acquisition Division, Broker Branch
Attention: Mr. Carl Brown
450 Golden Gate Avenue, 3rd Floor East
San Francisco, CA 94102

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