

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT No. 2

DATE JUN 01 2010

TO LEASE NO. GS-09B-02355

ADDRESS OF PREMISES: 550 West "C" Street, Suite 900  
San Diego, CA 92101-3540

THIS AGREEMENT, made and entered into this date by and between 550 Corporate Center Investment Group, Inc.,

whose address is: 601 108<sup>th</sup> Avenue NE, Suite 1900  
Bellevue, WA 98004-4383

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, modify the rental payment due, lessor's tenant improvement amortization and broker commission payment.

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 2, 3, 17 and 25 are deleted and the following substituted therefore:

"2. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on May 17, 2010 and continuing through May 16, 2020, subject to termination rights set forth in Paragraph 4 of the lease.

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

Months	Shell Rate (r.s.f. per year)	Annual Base Year Service Cost (r.s.f. per year)	Annual Amortized T.I.'s (r.s.f. per year)	Annual Total Rent (r.s.f. per year)	Total Monthly Rent	Total Annual Rent
1 - 5	\$ 0.000000	\$0.000000	\$0.000000	\$ 0.000000	\$ 0.00	\$ 0.00
6 - 48	\$28.623214	\$9.639957	\$1.931659	\$40.194830	\$38,094.65	\$457,135.80
49 - 96	\$29.973148	\$9.639957	\$1.931659	\$41.544764	\$39,374.05	\$472,488.60
97 - 120	\$35.629988	\$9.639957	\$0.000000	\$45.269945	\$42,904.59	\$514,855.08

Continued on Page 2 of 2

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

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

LESSOR

BY

(Signature)

*Executive Vice President*

(Title)

IN THE PRESENCE OF (witnessed by:)

(Signature)

*550 West C St. Suite 900 SD CA 92101*

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY

(Signature)

*Glenn C. Bech*  
Contracting Officer, GSA

Paragraph 3, continued from Page 1 of 2, "The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. Rent shall be abated for the first five (5) months of the Lease. The cost for the 11 parking spaces referenced in Paragraph 1 of this SF-2 are included in the Shell Rent.

Rent checks shall be payable to:

550 Corporate Center Investment Group, Inc.  
550 West C Street, Suite 690  
San Diego, CA 92101-3540"

"17. **Tenant Improvement Allowance:** The maximum Tenant Improvement Allowance has been established by Paragraph 1.9, "Tenant Improvements Included In Offer." The Tenant Improvement Allowance shall be amortized over the 8 year firm term of the lease agreement at an interest rate (amortization rate) of 8.0% per year. Lessor has agreed to provide a Tenant Improvement Concession equal to \$20.00 per rentable square foot, or \$227,460.00 based upon 11,373 rentable square feet. This Concession is at Lessor's sole cost and shall be deducted from the total cost of the Tenant Improvements. The total cost of the Tenant Improvements Included In Offer is \$356,961.81. After deducting the Tenant Improvement Concession of \$227,460.00, the remaining \$129,501.81 shall be amortized over the firm term of the lease in accordance with this lease."

**"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 1.12 of SFO # 1CA0589, 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 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 indicated in this schedule for adjusted Monthly Rent:

Sixth Month's Rental Payment \$38,094.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent.

Seventh Month's Rental Payment \$38,094.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.

Eighth Month's Rental Payment \$38,094.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Rent."

Remainder of Page 2 of 2 left blank intentionally.

Initials: [Signature] (Lessor) ACB (Gov't)