

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-09B-02636	DATE 10/11/11	PAGE 1 of 2
ADDRESS OF PREMISES 150 Almaden Blvd., San Jose, CA 95113-2023			

THIS AGREEMENT, made and entered into this date by and between PARK CENTER PLAZA INVESTORS, L.P.

whose address is 2321 ROSECRANS AVENUE
SUITE 3225
EL SEGUNDO, CA 90254-4903

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 increase the square footage on the 4th floor by 527 rentable square feet (350 ANSI/BOMA Office Area Square Feet); and to include the Tenant Improvement Fee Schedule in accordance with the Lessor's Proposal To Lease Space (GSA 1364) dated 7/09/10.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on the date of Government execution, as follows:

Paragraphs 1, 3, 12, 25 of the SF2 are deleted in their entirety and replaced with the following. Paragraph 26 is added.

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


A total of 16,428 rentable square feet (rsf.) yielding approximately 14,738 ANSI/BOMA Office Area square feet and related space located on 4th (suite 425) and the entire 5th Floor at 150 Almaden Blvd., San Jose, CA 95113-2023, together with 35 onsite, structure, 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. The floor area is as follows: 4th Floor 2,612 r.s.f. yielding approximately 2,145 ANSI/BOMA Office Area square feet and 5th Floor 13,816 r.s.f. yielding approximately 12,593 ANSI/BOMA Office Area square feet.

3. The Government shall pay the Lessor annual rent of:


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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 JONATHAN PAWL
ADDRESS 1801 CENTURY PARK EAST #1240, LOS ANGELES, CA 90067	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER ROBERT BUTCHENHART
ADDRESS 1801 CENTURY PARK EAST #1240, LOS ANGELES, CA 90067	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER BRENDA DANG
	OFFICIAL TITLE OF SIGNER LEASE CONTRACTING OFFICER

3. The Government shall pay the Lessor annual rent of:

For Months 1 through 6, free rent (Full Service Rent).

Rent Breakdown (Months 7-120)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$32.94	\$541,138.32	\$45,094.86
Operating Cost	\$ 6.84	\$112,367.52	\$ 9,363.96
Amortization of TI	\$ 7.03	\$115,419.96	\$ 9,618.33
Full Service Rent	\$46.81	\$768,925.80	\$64,077.15

Rent Breakdown (Months 121-180)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$36.49	\$599,457.72	\$49,954.81
Operating Cost	\$ 6.84	\$112,367.52	\$ 9,363.96
Amortization of TI	\$ 0.00	\$ 0.00	\$0.00
Full Service Rent	\$43.33	\$711,825.24	\$59,318.77

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

PARK CENTER PLAZA INVESTORS, L.P.
2321 ROSECRANS AVENUE, SUITE 3225
EL SEGUNDO, CA 90254-4903

12. TAX ADJUSTMENT: Pursuant to paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 16,428/200,752 rentable square feet (8.183%).
25. COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for years 1-5 and [REDACTED] for years 6-10 of the firm term value of this lease, excluding parking costs (which is valued at [REDACTED] per stall per year for 35 reserved parking stalls). 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.

Seventh Month's Rental Payment \$64,077.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.

Eighth Month's Rental Payment \$64,077.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Rent.

26. Lessor's Tenant Improvement Fee Schedule is stated below as submitted with the tenant improvement price proposal per Paragraph 5.10 entitled "Construction Schedule and Acceptance of Tenant Improvements" of the Solicitation For Offers.
- A. General Conditions will be [REDACTED] of total subcontractor costs.
 - B. General Contractor's fee will be [REDACTED] of total subcontractor costs.
 - C. Architectural Engineering Fees will be [REDACTED] per usable square foot.
 - D. Lessor's Project Management fees will be [REDACTED] of total subcontractor costs.

All other terms and conditions remain in full force and effect.

INITIALS: JP LESSOR BD GOV'T