

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 1

DATE  
7/15/2011

TO LEASE NO GS-09B-02691

ADDRESS OF PREMISES: 2750 Womble Road, Suite 103, San Diego, CA 92106-6111

THIS AGREEMENT, made and entered into this date by and between **McMillin NTC 903/904, LLC**

whose address is: 2750 Womble Road, Suite 200  
San Diego, CA 92106-6111

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, to establish Beneficial Occupancy, modify the rent table to reflect the final tenant improvement amortization, and modify the commission credit paragraph, .

Paragraphs 9, 10, 24 and 26 of the lease are deleted and the following substituted therefore.

"9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on June 10, 2011 through June 9, 2018."

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

Years	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
June 10, 2011 – June 9, 2016	\$20.35	\$6.32	\$7.966222	\$34.636222	\$23,214.93	\$ 278,579.14
June 10, 2016 – June 9, 2018	\$20.35	\$6.32	\$0.00	\$26.67	\$17,875.57	\$ 214,506.81

The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the five (5) parking spaces referenced in Paragraph 1 of the SF-2 are included in the Shell Rent.

Rent checks shall be payable to:

McMillin NTC 903/904, LLC  
2750 Womble Road, Suite 200  
San Diego, CA 92106-6111"

Continued on Page 2 of 2.

<< Remainder of this page left blank intentionally >>

**"24. 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 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:

First Month's Rental Payment \$23,214.93 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment \$23,214.93 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent

Third Month's Rental Payment \$23,214.93 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent."

"26. Paragraph 26 of the lease is deleted in its entirety."

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

<b>LESSOR: McMillin NTC 903/904, LLC</b>	
BY <u>[Signature]</u> (Signature)	<u>Joseph Heuster, SVP &amp; Scott Ernden, VP</u> (Print Name and Official title)
IN PRESENCE OF: <u>[Signature]</u> (Signature)	<u>Katie Corbin, Financial Analyst</u> (Print Name and Official title)
<b>UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service</b>	
BY <u>[Signature]</u> (Signature)	<u>Contracting Officer</u> (Official title)