

ADDRESS OF PREMISES 2305 Historic Decatur Road, San Diego, CA 92106

THIS AGREEMENT, made and entered into this date by and between Kilroy Realty, L.P., A Delaware Limited Partnership whose address is 12200 W. Olympic Blvd., Suite 200, Los Angeles, CA 90064

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 and Correct a Rounding Error.

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 9 and 21 are hereby deleted in their entirety and the following Paragraphs 9 and 21 substituted therefore:

"9. TO HAVE AND TO HOLD said premises with their appurtenances for the term beginning and ending as shown herein, subject to any renewal or termination rights as may be hereinafter set forth.

BLOCK A: Beginning September 1, 2010 and continuing through August 31, 2020; and

BLOCK B: Beginning December 12, 2012 and continuing through August 31, 2020."

"21. BLOCK B - TENANT IMPROVEMENT ALLOWANCE INCLUDED IN OFFER:

The Lessor agrees to contribute, at Lessor's sole expense, the first \$37,351.36 [\$7.73/RSF] toward the Tenant Improvement build out of Block B. This amount shall be deducted from the total cost of Tenant Improvement build out for Block B. The Tenant Improvement Allowance for Block B is \$44.07 per Rentable Square Feet (RSF), based upon 4,832 RSF, or \$212,941.84. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the build out of the Government demised area in accordance with the Government-approved design intent drawings. The Lessor has agreed to amortize a total of \$212,941.84 [\$44.07 / RSF], at the rate of 8%, over the five [5] year firm term for Block B, as identified and included in the annual rental rate shown in paragraph 3 herein. Should the total Tenant Improvement Costs exceed both the Lessor's cash contribution of \$37,351.36, plus the amortized Tenant Improvement Allowance specified herein above, the Lessor agrees to contribute, at Lessor's sole expense, an additional Tenant Improvement contribution, not to exceed \$8,649.28 [\$1.79/RSF] toward the Tenant Improvement build out. "

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

FOR THE LESSOR:

Signature: Brian Galligan  
Name: BRIAN GALLIGAN  
Title: SR VP, ASSET MGT  
Entity Name: KILROY REALTY LP  
Date: 7/11/13

FOR THE GOVERNMENT:

Signature: [Signature]  
Name: DON GRAYFORD  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 7.14.2013

WITNESSED FOR THE LESSOR BY

Signature: [Signature]  
Name: STEVE SLOTT  
Title: SENIOR VP  
Date: 7/11/13