

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 001	TO LEASE NO. GS-09B-02358	DATE OCT 15 2010	PAGE 1 of 2
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ADDRESS OF PREMISES **2305 Historic Decatur Road, San Diego, CA 92106**

THIS AGREEMENT, made and entered into this date by and between **MCMILLIN NTC 902, LLC**

whose address is: **2750 Womble Road, STE 200
San Diego, CA 92106**

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

WHEREAS, the parties hereto desire to establish annual rental periods, establish termination periods, and establish beneficial occupancy:

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

Paragraph 3, 4, and 9 of the lease are hereby deleted in their entirety and the following substituted therefore.

"3. The Government shall pay the Lessor annual rent of \$594,191.36 from September 1, 2010 through August 31, 2015 and \$424,422.40 from September 1, 2015 through August 31, 2020.

Years	Shell Rate rentable square foot per year (RSFPY)	Services (RSFPY)	Tenant Improvements	Total Rent (RSFPY)	Total Monthly Rent	Total Annual Rent
1-5	\$18.91	\$6.69	\$10.24	\$35.84	\$49,515.46	\$594,191.36
6-10	\$18.91	\$6.69		\$25.60	\$35,368.53	\$424,422.40

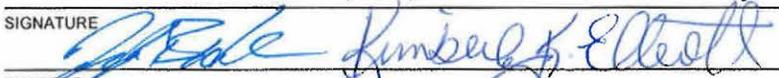
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MCMILLIN NTC 902, LLC
2750 Womble Road, STE 200
San Diego, CA 92106"

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

LESSOR: MCMILLIN NTC 902, LLC, A Delaware Limited Liability Company

SIGNATURE 	NAME OF SIGNER Joseph B. Hausler
ADDRESS 2750 Womble Road, St. 200, San Diego, CA 92106	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Katie Corbin
ADDRESS 2750 Womble Road, St. 200, San Diego, CA 92106	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Don Crawford
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER	

RTG/SP

"4. The Government may terminate this lease in whole or in part effective at any time after August 31, 2015 by giving at least sixty (60) days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

"9. **TO HAVE AND TO HOLD** the said Premises with their appurtenances for the term beginning on September 1, 2010 and continuing through August 31, 2020, subject to termination rights as may be hereinafter set forth."

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

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INITIALS:  LESSOR

 GOVT

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