

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

**SUPPLEMENTAL AGREEMENT
No. 2**

DATE

10/6/2011

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 incorporate permitted parking requirements and to modify the termination rights date.

Paragraphs 1, 4, 6(A) and 10 of the lease are deleted and the following substituted therefor.

"1. The Lessor hereby leases to the Government the following described premises:
8,043 rentable square feet (r.s.f), yielding approximately 7,255 ANS/BOMA Office Area square feet and related space located on the First Floor (Suite No. 103) at the Liberty Station Building 903, aka 2750 Womble Road, San Diego, CA 92106-6111 (the "Premises"), together with a total of twenty-nine (29) onsite, unsecured parking permits, of which five (5) are permits for reserved spaces, as depicted on the attached (Exhibit A), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION"

"4. The Government may terminate this Lease in whole or in part effective any time after June 9, 2016 by giving at least one hundred twenty (120) 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."

"6A. The parking permits described in Paragraph 1."

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

Period	Shell Rate (rsf per year)	Annual Base Year Service Cost (rsf/yr)	Annual Amortized TI's (rsf/yr)	Annual total Rent (rsf/yr)	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 all parking permits referenced in Paragraph 1 of this Supplemental Lease Agreement (SLA) Number 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

All other terms and conditions of this Lease remain in full force and effect.

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

LESSOR: McMillin NTC 903/904, LLC

BY Ceci Doty, EVP (Signature) Ceci Doty, EVP & Joseph B. Haussler SVP (Print Name and Official title)
IN PRESENCE OF: Katie E. Corbin (Signature) Katie E. Corbin, Financial Analyst (Print Name and Official title)

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

BY [Signature] (Signature) Contracting Officer (Official title)