GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. 1	DATE 7/14/2011
	TO LEASE NO. **GS-09B-02095**	

ADDRESS OF PREMISES: 101 West Broadway
15th Floor
San Diego, CA 92101-8216

THIS AGREEMENT, made and entered into this date by and between **101 West Broadway LLC**

whose address is: 101 West Broadway
Suite 820
San Diego, CA 92101-8206

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 issue a Notice to Proceed Construction, establish the Tenant Improvement Cost Overage, and provide for Lump Sum Payment of the Tenant Improvement Cost Overage.

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government. In this regard, Paragraphs 20, 21, and 22 have been added to the lease as follows:

"20. NOTICE TO PROCEED: Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed $180,750.73 inclusive of all management and architectural fees.

"21. TENANT IMPROVEMENT COST OVERAGE: The total cost for the Tenant Improvements in the amount of $180,750.73 exceeds the Tenant Improvement Allowance of $100,119.66 ($5.34 * 18,749 ABOA square feet) and as such, the Tenant Improvement Cost Overage is $80,631.07. The Government hereby orders this overage to be included as an addition to the Tenant Improvement Allowance and shall be paid via lump sum.

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

LESSOR: 101 West Broadway LLC

BY _____ _____
Steven M. Case Executive Vice President

LEGAL APPROVAL

IN THE PRESENCE OF (witnessed by:)

_____ [redacted]
Michael T. Bennett, Sr. VP, Operations (Address)

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

BY _____ Contracting Officer, GSA
(Daniel J. McGrath)

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 1 TO LEASE NUMBER GS-09B-02095

"22. Upon completion and Government acceptance of the premises, the Lessor shall submit for Lump Sum payment an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed $80,631.07** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

Alternatively, the Lessor may submit the invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

General Services Administration
Attn: Daniel J. McGrath
401 West A Street
Suite 2075
San Diego, CA 92101

A proper invoice must include the following:

-Invoice date
-Name of the Lessor as shown on the lease
-Lease contract number, building address, and a description, price and quantity of the items delivered
-Annotation of GSA PS Number (will be sent after the Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

Initials: DM & _____
Government Lessor