GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT 2	DATE 11/4/2010
	TO LEASE NO. GS-09B-02168	

ADDRESS OF PREMISES Pacific Corporate Towers
222 North Sepulveda Blvd.
Suite 400
El Segundo, CA 90245-4359

THIS AGREEMENT, made and entered into this date by and between
PACIFIC CORPORATE TOWERS

whose address is 200 North Sepulveda Blvd.
Suite 650
El Segundo, CA 90245-5623

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 as follows: **Provide a "Notice to Proceed" (NTP) to Lessor for construction of costs as outlined in the attached exhibit.** The costs for the tenant improvements (TIs) and lump sum items are broken down as described below in Paragraph 27. Paragraphs 25, 26, 27, & 28 are hereby added.

"25. In accordance with the above referenced contract, the Government is required to provide an NTP in order for the Lessor to commence construction of the TIs. **This supplemental lease agreement (SLA) shall serve as that NTP.**

26. In the event the Government cannot secure additional lump-sum funding and issue an SLA for a change order for the balance of work required for actual occupancy, pursuant to Paragraph 5.11.G & 5.11.H, the Government hereby acknowledges that the successful completion of the items as outlined in the attached exhibit will constitute "substantial completion" for rental commencement purposes. **Substantial completion of the work shown on the attached exhibit excludes work items identified as "Alternates".**

MJK
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27. Pursuant to the SF-2 for the above referenced contract, the breakdown of TIs (by way of allowance & lump sum payment) established at this time, and obligated at this time are as follows:

1) TI Allowance - $837,706.00

2) Lump Sum Payment – $568,110.23

The Government will provide a lump sum payment of $568,110.23 to Lessor upon satisfactory completion and acceptance of the space for buildout. **Substantial completion of the work shown on the attached exhibit excludes work items identified as "Alternates".**

The above referenced costs are subject to adjustment based on the final, actual scope of work for the buildout. Any additional items added to the current scope of work must be incorporated by way of a subsequent SLA and/or formally approved by the Contracting Officer via written correspondence.

28. The Lessor shall submit for Lump Sum Payment, an original and one copy of the invoice for the reimbursable work items, including the annotation of **PS Number "PS** 0018945 **"** on the invoice. The original invoice shall be remitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Ft. Worth, TX 76102

A copy of the invoice shall be concurrently submitted to the GSA Contracting Officer at:

GSA, Real Estate (9PRD)
600 Las Vegas Blvd, South, Suite 600
Las Vegas, NV 89101"

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

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

LESSOR: Pacific Corporate Towers LLC, By: BlackRock Realty Advisors Inc.

BY _____ _Michael J. Krier, Director_____
(Signature) (Title)

IN THE PRESENCE OF (witnessed by:)

_____ 4400 MacArthur Blvd Ste 700 Newport Beach, CA 92660
(Signature) (Address)

UNITED STATES OF AMERICA

BY _____ Contracting Officer
ROBERT W. NIMMO General Services Administration