SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE	PAGE
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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 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 revise the parking plan, the terms and conditions of HVAC overtime usage, incorporate change order costs; issue notice to proceed with change order; and provide for Lump Sum payment procedures:

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 1, 7, and 12 of the lease are hereby deleted in their entirety and the following substituted therefore.

"1. The Lessor hereby leases to the Government the following described premises;

16,579 rentable square feet (RSF) yielding approximately 15,500 ANSI/BOMA Office Area square feet and related space located on the 1st floor, and 2nd floor at liberty station, 2305 Historic Decatur Road, San Diego, CA, 92106, together with ten (10) outside, onsite, and reserved spaces, as depicted on the attached parking plan (Exhibit A revised) to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINSTRATION." With respect to such ten (10) outside, onsite, and reserved spaces as depicted on the attached parking plan, Lessor shall paint the words "Government only" (or words of similar effect) on such spaces to identify that such spaces are for the sole use by the Government and Lessor shall not be obligated to install any bollards, chains, cables, or other signage to identify such spaces.

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

LESSOR: KILROY REALTY, L. P., A DELAWARE LIMITED PARTNERSHIP

SIGNATURE	NAME OF SIGNER
Brian Galligan	Brian Galligan, V.P.
ADDRESS	

IN PRESENCE OF

SIGNATURE	NAME OF SIGNER
Michael Nelson	MICHAEL NELSON
ADDRESS	

UNITED STATES OF AMERICA

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

RTG/SP

"7. The following documents are attached hereto and made a part of the lease:

a) The Solicitation for Offers Number LCA02358 (pages 1-49) (all references to SFO shall also refer to any Special Requirements and Amendments);
b) GSA Form 3517 (pages 1-33);
c) GSA Form 3518 (pages 1-7);
d) Paragraphs 9-18 (2 Pages);
e) Parking Plan (Exhibit "A" revised, 1 Page);
f) 1st Floor – First Generation Blue-line plan (Exhibit "B", 1 Page);
g) 2nd Floor – First Generation Blue-line Plan (Exhibit "C", 1 Page);
h) Site Plan – (Exhibit "D", 1 Page);
i) Government Approved Change Order 5 (Exhibit "E", 1 Page);
j) Floor plan for 24 hour HVAC Rooms (Exhibit "F", 2 pages)"

"12. **Overtime Usage:** Pursuant to Paragraph 4.4 "Overtime Usage," and at the request of the Government, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 6:00 p.m., Monday through Friday and Saturday 9:00 a.m. – 1:00 p.m. except Federal Holidays ("Normal Hours"), at a rate of $25.00/hour for the Premises (excluding the coordination center, regulatory area and training room (as more particularly contemplated below)). The coordination center, regulatory area, and training room, as identified on Exhibit F, "Floor plan for 24 hour HVAC Rooms," will be excluded from the $25.00/hour overtime usage charge and the Government shall be provided HVAC, and shall pay for such HVAC, for such areas (without regard to the amount of HVAC actually used by the Government in those areas outside of Normal Hours), an annual amount of $31,790.95 per year at a rate of $7,947.74 per quarter. There shall be no limitation on the time during which HVAC is provided to the coordination center, regulatory area and training room outside of Normal Hours (*i.e.*, such HVAC may be provided from 12:00 a.m. - 6:59 a.m. and 6:01 p.m. - 11:59 p.m. Monday through Friday, 12:00 a.m. - 8:59 a.m. and 1:01 p.m. - 11:59 p.m. on Saturday, all day on Sunday and on Federal Holidays to the areas identified on Exhibit F if so requested by the Government via the applicable "T-stat" device serving such area(s)). The Lessor shall submit a proper invoice to:

GSA Building Manager
880 Front St. Room 4236
San Diego, CA 92101-8897

"

Paragraphs 19 and 20 are hereby added:

"19. INCORPORATE CHANGE ORDER COSTS AND ISSUE A NOTICE TO PROCEED
Following a Government review of the Lessor submitted cost proposal, the Government has determined that the bid submitted for Change Order 5, attached hereto as Exhibit "E", is fair and reasonable. The Government hereby orders the above standard items and issues a Notice to Proceed with the improvements identified on Exhibit E, "Government Approved Change Order 5," at a cost not to exceed $30,433.32, inclusive of all management and architectural fees."

"20. Upon completion and acceptance of Tenant Improvements identified herein, 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 $30,433.32** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO 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:

GSA, Real Estate Division – San Diego
Attention: Don Crawford
401 West A Street, Suite 2075
San Diego, CA 92110

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 Government executes this Supplemental Lease Agreement)