GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER 005
	TO LEASE NO. **GS-09B-02358**

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 amend the above Lease to make alterations to the Premises as described and priced herein, to issue a Notice to Proceed for said alterations and to establish procedures for making a lump sum payment to Lessor for performance of a portion of said alterations.

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:

Paragraphs 26, 27 and 28 are hereby added as follows:

"26. Tenant Improvement Costs – Change Order # 1

On September 26, 2012, a Notice to Proceed was issued in the amount of $241,633.45. The initial $37,351.36 was paid by Lessor, per Supplemental Lease Agreement (SLA) 004 to Lease GS-09B-02358. The remaining $204,282.09 was applied to the tenant improvement allowance, leaving a balance in the tenant improvement allowance of $8,664.11. This $8,664.11 tenant improvement allowance balance will be applied as a **credit** in this SLA 005. SLA 004 further provided for an additional Lessor contribution of $8,649.28, which will be applied as a **credit** in this SLA 005. Any tenant improvement costs remaining after these credits are applied, will be paid by lump sum, as described herein.

The Lessor has submitted a proposal to add a security system, electrical for security, door change, fire alarm relay, and chair rail in training room to the Premises. The Lessor has submitted pricing as shown below, for the Construction of Said Tenant Improvements in accordance with the Lease. The pricing submitted by Lessor for this work have been determined to be fair and reasonable.

-continued on Sheet Number 1

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

FOR THE LESSOR:

Signature: Brian Galligan
Name: BRIAN GALLIGAN
Title: SR VP, ASSET MGT
Entity Name: KILROY REALTY
Date: 1/11/13

FOR THE GOVERNMENT:

Signature:
Name: DON CRAWFORD
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 1.14.2013

:WITNESSED FOR THE LESSOR BY

Signature:
Name: STEVE SCOTT
Title: SENIOR VP
Date: 1/11/13

DG/sp