GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT No. 2	DATE December 12, 2011
	TO LEASE NO. GS-09B-02488	

ADDRESS OF PREMISES 1300 Clay Street
Oakland, CA 94612

THIS AGREEMENT, made and entered into this date by and between OCC VENTURE, LLC.

Whose address is 500 TWELFTH ST STE 110
OAKLAND, CA 94607

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 adjust the tenant improvement allowance and add amortized tenant improvements to the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution, as follows:

Paragraphs 10 and 16 are hereby deleted and replaced with the following Paragraphs 10 and 16:

"10. The Government shall pay the Lessor annual rent of **$1,068,992.52** at the rate of **$89,082.71** per month in arrears for the first year. For years two (2) through three (3), the Government shall pay the Lessor annual rent of **$1,340,609.54** at the rate of **$111,717.46** per month in arrears. For years four (4) through five (5) the Government shall pay the Lessor annual rent of **$1,402,710.04** at the rate of **$116,892.50** per month in arrears. For years six (6) through ten (10) the Government shall pay the Lessor annual rent of **$1,194,393.52** at a rate of **$99,532.79** per month in arrears. Rent is subject to adjustment pursuant to SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment.

The above mention rates includes the use of four (4) secure inside parking spaces located on the premises at an annual cost of $10,800 ($225 per space per month) for years one (1) through five (5). Parking for years six (6) through ten (10) shall be at an annual cost of $12,000 ($250 per space per month).

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

CBRE INVESTORS AAF STRATEGIC PARTNERS US VALUE 5 - OCC_1300 CLAY STREET DEPT. 3072
LOS ANGELES, CA 90084-3072

	Shell Rent (annual)	Amortized Tis (annual)	Op Ex (annual)	Parking Annual	Total Annual Rent	Rent per Month
Year 1	$722,140.10	$0.00	$336,052.42	$10,800.00	$1,068,992.52	$89,082.71
Year 2	$722,140.10	$271,617.02	$336,052.42	$10,800.00	$1,340,609.54	$111,717.46
Year 3	$722,140.10	$271,617.02	$336,052.42	$10,800.00	$1,340,609.54	$111,717.46
Year 4	$784,240.60	$271,617.02	$336,052.42	$10,800.00	$1,402,710.04	$116,892.50
Year 5	$784,240.60	$271,617.02	$336,052.42	$10,800.00	$1,402,710.04	$116,892.50
Year 6	$846,341.10	$0.00	$336,052.42	$12,000.00	$1,194,393.52	$99,532.79
Year 7	$846,341.10	$0.00	$336,052.42	$12,000.00	$1,194,393.52	$99,532.79
Year 8	$846,341.10	$0.00	$336,052.42	$12,000.00	$1,194,393.52	$99,532.79
Year 9	$846,341.10	$0.00	$336,052.42	$12,000.00	$1,194,393.52	$99,532.79
Year 10	$846,341.10	$0.00	$336,052.42	$12,000.00	$1,194,393.52	$99,532.79

Parking	Vehicles	s/Mo	Total/Year
Years 1-5	4	$225	$10,800
Years 6-10	4	$250	$12,000
TI per RSF	26.12756355	Total Allowance:	$927,162.72

"16. **Tenant Improvement Allowance**: Per SFO Paragraph 3.3 Tenant Improvement Rental Adjustment, the Government has elected to return to the Lessor the used portion of the Tenant Improvement Allowance. The reduced Tenant Improvement Allowance is now established as **$927,162.72**. The Tenant Improvement Allowance shall be amortized from **August 7th, 2011** to **August 6th, 2015** at 8% annual interest.

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

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

LESSOR: OCC VENTURE, LLC

BY _____ (Signature)	Ming J. Lee Vice President (Title)
IN THE PRESENCE OF (witnessed by:) BY _____ (Signature)	MICHAEL BURRICHTER VICE PRESIDENT (Title)
UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION BY _____ Contracting Officer, Public Buildings Service Real Estate Division	