GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT No. 1	DATE June 18, 2010
	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 235 MONTGOMERY STREET, 16TH FLOOR
SAN FRANCISCO, CA 94104

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 change the square footage of the 3rd floor and establish occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective on August 7th, 2010, as follows:

Paragraphs 1, 9, 10, and 12 are hereby deleted and replaced with the following Paragraphs 1, 9, 10, 12:

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

A total of 35,486 rentable square feet (RSF) of office and related space, which yields 31,211 ANSI/BOMA Office Area square feet (USF) of space located on the 2nd Floor (22,011 RSF / 19,888 USF) and 3rd Floor (13,475 RSF / 11,323 USF) at 1300 Clay Street, Oakland CA on the together with four (4) secure onsite parking spaces, as depicted on the attached "Exhibit A.2" (pages 1 and 2), the "Premises", to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."

"9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on August 7th, 2010 through August 6th 2020 and subject to termination rights as may be hereinafter set forth.

"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 years one (1) through three (3). For years four (4) through (5), the Government shall pay the Lessor annual rent of $1,131,093.52 at the rate of $94,257.75 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 the 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).

Per Paragraph 16 of the Lease, the Tenant Improvement Allowance is set at $56.95 per USF. Tenant Improvement Amortization Schedule shall commence upon Government acceptance of tenant improvements. The tenant improvements shall be amortized at 8% interest per annum from the Government's acceptance of tenant improvements to August 6, 2015. The commencement date for the amortized tenant improvement rate shall be memorialized by a Supplemental Lease Agreement upon completion and acceptance of tenant improvements.

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

Shorenstien Realty Services
As agent for:
OCC VENTURE, LLC
3536 PAYSPHERE CIRCLE
CHIGAGO, IL 60674

	Office Shell Rent (29,976 RSF)	TI's per RSF (Amort 8% 5 yrs)	Op Ex/RSF (37,925 RSF)	Total Office Annual Rent	Parking Annual	Total Annual Rent = Rent + Op Ex + Parking	Rent / Month
Year 1	$20.35	$0.00	$9.47	$1,058,192.52	$10,800.00	$1,068,992.52	$89,082.71
Year 2	$20.35	$0.00	$9.47	$1,058,192.52	$10,800.00	$1,068,992.52	$89,082.71
Year 3	$20.35	$0.00	$9.47	$1,058,192.52	$10,800.00	$1,068,992.52	$89,082.71
Year 4	$22.10	$0.00	$9.47	$1,120,293.02	$10,800.00	$1,131,093.02	$94,257.75
Year 5	$22.10	$0.00	$9.47	$1,120,293.02	$10,800.00	$1,131,093.02	$94,257.75
Year 6	$23.85	$0.00	$9.47	$1,182,393.52	$12,000.00	$1,194,393.52	$99,532.79
Year 7	$23.85	$0.00	$9.47	$1,182,393.52	$12,000.00	$1,194,393.52	$99,532.79
Year 8	$23.85	$0.00	$9.47	$1,182,393.52	$12,000.00	$1,194,393.52	$99,532.79
Year 9	$23.85	$0.00	$9.47	$1,182,393.52	$12,000.00	$1,194,393.52	$99,532.79
Year 10	$23.85	$0.00	$9.47	$1,182,393.52	$12,000.00	$1,194,393.52	$99,532.79

Parking	Vehicles	$/Mo	Total/Year
Years 1-5	4	$225	$10,800
Years 6-10	4	$250	$12,000
TI Allowance:	$56.95 per USF	$1,777,466.45	

"12. **Tax Adjustment**: Pursuant to Paragraph 24 "Tax Adjustment," for purposes of tax escalation, the Government occupies 19.37% (35,486 / 183,238.69) of the building. "

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) _____ (Title)

IN THE PRESENCE OF (witnessed by:)

BY _____ (Signature) Executive Assistant (Title)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY _____

Contracting Officer, Public Buildings Service
Real Estate Division (PETER SHTEYN)