

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 2

DATE

9/15/2011

TO LEASE NO. GS-09B-02568

ADDRESS OF PREMISES: 550 West C Street
Suite #550
San Diego, CA 92101-3500

THIS AGREEMENT, made and entered into this date by and between 550 Corporate Center Investment Group Inc.

whose address is: 550 W C Street # 690
San Diego, CA 92101-3531

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to add actual dates in the rent schedule, establish the Government Termination Rights date, establish Beneficial Occupancy, establish the amount of Tenant Improvement Allowance to be amortized, and include Change Order Work as identified herein this Supplemental Lease Agreement.

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 3, 4, 9, and 16 are deleted in their entirety, and the following new Paragraphs 3, 4, 9, and 16, are substituted therefore; and Paragraph 22 has been added.

"3. The Government shall pay the Lessor annual rent (inclusive \$9.23 RSF of Operating Costs based on Paragraph 12) as follows:

Effective August 19, 2011 through January 18, 2012 annual rent of \$0.00 at the rate of \$0.00 per month in arrears.

Effective, January 19, 2012 through August 18, 2016 annual rent of \$191,742.05 (inclusive \$4,460.08 Tenant Improvement Costs amortized over 5 years at 8% interest) at the rate of \$15,978.50 per month in arrears.

Effective August 19, 2016 through August 18, 2021 annual rent of \$210,851.36 at the rate of \$17,570.95 per month in arrears.

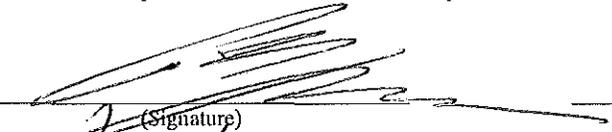
Rent for a lesser period shall be prorated. Rent checks shall be payable to:

550 Corporate Center Investment Group, Inc.
550 West C Street, Suite 690
San Diego, CA 92101-3530

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

LESSOR: 550 Corporate Center Investment Group Inc.

BY

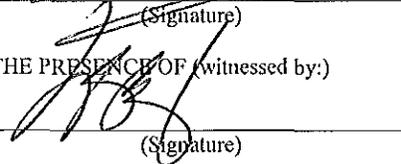


(Signature)

PAUL C. CHAPMAN

EXECUTIVE VICE PRESIDENT
(Title)

IN THE PRESENCE OF (witnessed by:)



(Signature)

550 West C St. #690 SD CA 92101
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY



(Signature)

Contracting Officer, GSA

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 2 TO LEASE NUMBER GS-09B-02568

- "4. The Government may terminate this lease in whole or in part effective any time on or after August 19, 2016 by giving at least ninety (90) days notice in writing to the Lessor. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- "9. **TO HAVE AND TO HOLD** the said Premises with their appurtenances for the term beginning on August 19, 2011 through August 18, 2021 subject to termination rights as may be hereinafter set forth.
- "16. **Tenant Improvement Allowance:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer (Aug 2008)". The Tenant Improvement Allowance shall be amortized over the 5 year firm term of the Lease Agreement at an interest rate (amortization rate) of 8% per year (Payment for Amortized TI costs is not required in months 1 through 5).

The Lessor has agreed to contribute an additional [REDACTED] per ABOA to be used towards Tenant Improvements at no cost to the Government. The additional Tenant Improvement contribution is [REDACTED]. Tenant Improvement Costs subsequently came to [REDACTED] and left a Tenant Improvement contribution allowance of [REDACTED]. Subsequent Change Orders (02-07) totaled [REDACTED]. The Tenant Improvement Contribution balance has been deducted from the change order total leaving a balance [REDACTED] to be amortized into the rent over the five year firm term at an interest rate (amortization rate) of 8% per year.

"22. CHANGE ORDER WORK

Upon Government execution of this Supplemental Lease Agreement, the Lessor shall provide all labor, materials, and equipment to install the following numbered and referenced Change Orders (CO) into the Premises.

Item	Change Order Costs
CO #02: Revise millwork layout @ RM 575, Supply and install Cipher lock, install one duplex receptacle and ring/ string @ cubicle #576, provide one tel/data drop and faceplate.....	[REDACTED]
CO #03: Provide and install two 2X2 surface mounted parabolic fixtures installed to t-grid.....	[REDACTED]
CO #04: Upgrade two new fixtures (Finelite) at reception lobby.....	[REDACTED]
CO #05: Add duplex receptacle and tel/data outlet near cubicle #571, and add two 2X2 fixtures above cubicle #565. Add 2-port data cables and jacks outside RM 3 570, Add additional data connection @ RMs 555, 558, 574.....	[REDACTED]
CO #06: Tel/data cabling work at Lobby and Open Office Area.....	[REDACTED]
CO #07: Millwork in Supply Area.....	[REDACTED]
Remaining Lessor Contribution Balance.....	[REDACTED]
Total Change Order Costs.....	<u>\$4,460.08</u>

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

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Initials:  & 
 Government Lessor