GSA	GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NUMBER 001	DATE JUN 20 2012
		TO LEASE NO. GS-09B-02807	

ADDRESS OF PREMISES: 610 West Ash Street, Suite 1507 and Suite 1405, San Diego, CA 92101

THIS AGREEMENT, made and entered into this date by and between Glenborough West Ash, LLC

Whose address is: 400 South El Camino Real, Suite 1100, San Mateo, CA 94402

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

WHEREAS, the parties hereto desire to make alterations to the Premises as described herein, and a Notice To Proceed with said alterations is ;

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

Paragraphs 1, 2, 3 and 4 are hereby added:

"1. NOTICE TO PROCEED
Following a Government review of the submitted cost proposal, attached Exhibit "G" summarizes the specific components of the Scope of Work covered by this Amendment Number 1. The Government has determined that the bids submitted are fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed $140,927, inclusive of all management and architectural fees."

"2. The total cost for Tenant Improvements described in this Amendment Number 1 is $140,927. The Lessor shall construct all Tenant Improvements in accordance with and pursuant to the scope of work set forth herein, as incorporated and made a part of the lease, and all terms and conditions of the lease. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $140,927. The Lessor hereby waives restoration as a result of all improvements."

"3. CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS

A. The construction schedule shall commence upon issuance of this Notice to Proceed, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into two tasks for each phase. These are: 1) the Lessor's construction of the subject leased area; and 2) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to working days shall be based upon a 5-day work week (Monday through Friday, exclusive of Federal holidays). References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

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

LESSOR: GLENBOROUGH WEST ASH, LLC , a Delaware limited liability company

BY _____ (Signature) John Woo — Portfolio Manager (Title)

IN THE PRESENCE OF (witnessed by)

_____ (Signature) — 400 S. El Camino Real, #1100, San Mateo, CA 94402-1708 (Address)

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

BY _____ (Signature) — Contracting Officer, GSA

B. Construction of Tenant Improvements: The Lessor shall construct all Tenant Improvements in accordance with 1) Exhibit "G" Scope of Work and, 2) all original and/or revised lease terms and conditions. Lessor is responsible for moving and replacing of furniture. The Lessor shall complete Tenant Improvements within 60 calendar days of receiving the Notice to Proceed from the Government. The Lessor shall provide a detailed construction schedule (such as Critical Path Method) to the Government within 5 calendar days of issuance of the Notice to Proceed. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials, including, but not limited to, Government contractors, subcontractors or consultants acting on behalf of the Government regardless of the project.

C. ACCEPTANCE OF TENANT IMPROVEMENTS AND CERTIFICATE OF COMPLETION: Two (2) days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have five (5) working days to inspect and to either accept or reject the work.

D. Substantially complete work will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517B, General Clauses). Work which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's work as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

E. The Lessor shall provide a valid Certificate of Completion, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verity the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

F. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or conditions."

"4. Payment will be made to the Lessor after inspection and acceptance of these Lump Sum items and within 30 days of Government receipt of the Lessor's itemized, accepted invoice. Lessor's invoice must contain Lessor's correct name and mailing address as shown in the lease.

Title to items for which the Government makes Lump Sum payment shall vest in the Government. Lessor waives restoration in connection with these items. The Government may remove these items at any time. Unless the Government has removed the items from the leased premises, the Lessor shall remain responsible for the maintenance, repair and replacement of the items provided by the Lessor under this lease. If after the lease term and any extended, renewal, or succeeding lease terms, the Government elects to abandon any items in place, title shall pass to the Lessor."

The Lessor shall meet the quality standards and requirements of the LEASE and GSA Form 3517B, General Clauses."

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 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
P. O. Box 17181
Fort Worth, TX 76102

LESSOR GOVT

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 92101

A proper Invoice must include all of the following:

a. Invoice Date
b. Name of the Lessor as shown on the Lease
c. Lease contract number, building address, and a description, price and quantity of the items delivered
d. Annotation of GSA PS Number (will be provided after Government executes this Supplemental Lease Agreement).

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

All other terms and conditions of this Lease shall remain in force and effect.

END

LESSOR GOVT