

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE
JUL 26 2010

TO LEASE NO. GS-09B-01917

ADDRESS OF PREMISES: 750 B Street
San Diego, CA 92101

THIS AGREEMENT, made and entered into this date by and between SYMPHONY TOWER LLC, A Delaware Limited Liability Company

whose address is 750 B Street
San Diego, CA 92101

And whose interest in the property hereinafter described is that of OWNER, 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 increase the square footage of Block B, increase parking of Block B, increase the annual rent, increase the percentage of occupancy and increase the Tenant Improvement Allowance.

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

Paragraphs 1, 3, 11 and 16 and Exhibit B are deleted in their entirety and the following Paragraphs 1, 3, 11 and 16 and Exhibit B substituted therefore:

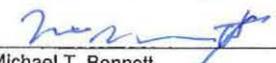
- "1. The Lessor hereby leases to the Government the following described premises:
A total of 8,598 rentable square feet (r.s.f.), yielding approximately 7,114 ANSI/BOMA Office Area square feet and related space located in two separate spaces: Block A: 17th floor, Suite 1730, (2,839 rsf/2,346 ANSI/BOMA Office Area square feet) and Block B: 19th floor, Suite 1900, (5,759rsf/4,768 ANSI/BOMA Office Area square feet) at Symphony Tower, 750 B Street, San Diego, California 92101 together with nine (9) inside, onsite, structured parking spaces (Block A: five (5) reserved and Block B four (4) unreserved), as depicted on the attached Exhibit A (Site Plan) and Exhibit B ("Premises" as shown on the first-generation, blue-line plan of the 17th and 19th Floors) to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION."
- "3. The Government shall pay the Lessor annual rent of \$362,319.72 at the rate of \$30,193.31 per month in arrears for Years 1-5 of the Lease and \$337,815.42 (\$39.29 per r.s.f.) at the rate of \$28,151.29 per month in arrears for Years 6-10. Rent for the lesser period shall be prorated.

Years	Shell Rate per RSFPY (rentable square foot per year)	Services / RSFPY	TI Amort./ RSFPY	Total Rent/ RSFPY	Total Monthly Rent	Total Annual Rent
1-5	\$25.20	\$8.09	\$8.85	\$42.14	\$30,193.31	\$362,319.72
6-10	\$31.20	\$8.09	\$0.00	\$39.29	\$28,151.29	\$337,815.42

Rent Checks shall be payable to:
Symphony Tower LLC
750 B Street
San Diego, California 92101"

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.
LESSOR: SYMPHONY TOWER LLC, A Delaware Limited Liability Company

BY: 
Steven M. Case
Executive Vice President, Office Properties
IN THE PRESENCE OF (witnessed by:)


Michael T. Bennett
Senior Vice President, Operations, Office Properties



 (Title)
 (Address)

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

BY: 
(Signature)

Contracting Officer, GSA
(Official Title)

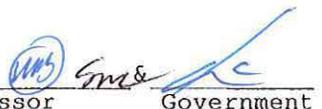
"11. **Percentage of Occupancy:** Pursuant to Paragraph 3.5, "Percentage of Occupancy," the Government occupies 8,598 of the building's total 559,392 rentable square feet or (1.54%)."

"16. **Tenant Improvement Allowance:**

- A. The maximum Tenant Improvement Allowance has been established by Paragraph 1.9, "TENANT IMPROVEMENTS INCLUDED IN OFFER." The total agreed upon costs for the tenant improvements was determined to be \$302,724.96 (Block A 2,346 ABOA x \$37.52 = \$88,021.92 Block B 4,768 ABOA x \$45.03 = \$214,703.04).
- B. For the Block A space, the Lessor has agreed to contribute an additional \$12.00 per A.B.O.A. to be used towards Tenant Improvements at no additional cost to the Government. The additional tenant improvement costs equates to \$28,152.00 (Block A 2,346 ABOA x \$12.00 = \$28,152.00). This amount is to be used first and prior to any obligation of the Government's TIA as addressed in Paragraph A above.
- C. For the Block B space, the Lessor has agreed to contribute an additional \$61,912.00 at no additional cost to the Government. This allowance is to be used towards replicating the agency's existing office space (i.e., Suite 1820) in the new office space on the 19th floor (i.e., Suite 1900) and is at no additional cost to the Government. The Allowance shall be used for typical tenant improvements as defined in the SFO, including but not limited to such items as: office walls, doors, door hardware, electrical outlets, tel/data outlets, security items, etc. Building shell items as defined in the SFO are not included in this Allowance and shall remain the responsibility of the Lessor. The \$61,912.00 Allowance is in addition to the required amortized TIA as addressed in Paragraph A above.
- D. For the Block B space, a moving allowance of up to \$19,425.00 shall be provided to support all moving costs, including but not limited to packing and unpacking of files, supplies, and other items associated with relocating all existing office furniture, including any systems furniture, file cabinets, office equipment, and other miscellaneous office supplies from Suite 1820 to Suite 1900. The \$19,425.00 Allowance is in addition to the required amortized TIA as addressed in Paragraph A above."

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

Initials:


Lessor Government