

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. **003** TO LEASE NO. **GS-09B-01983** DATE **DEC 10 2010** PAGE 1 of 2

ADDRESS OF PREMISES **101 West Broadway, San Diego CA 92101**

THIS AGREEMENT, made and entered into this date by and between **101 WEST BROADWAY LLC, A Delaware Limited Liability Company**

whose address is: **101 West Broadway, Suite 820
San Diego, CA 92101**

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

WHEREAS, the parties hereto desire to correct a typographical error in paragraph 3 of SLA 2 and adjust the broker commission and commission credit to align with the rental adjustment of SLA 2.

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

Paragraph 3 and 28 of the lease are hereby deleted in their entirety and the following substituted therefore.

"3. The Lessor shall furnish to the Government as part of the rental consideration, the following:

Suite 450 - For the time period of July 16, 2010 through July 15, 2015, the annual rent of \$794,066.52 consisting of base rate at \$28.62/RSF, amortized tenant improvements at \$4.49/RSF (\$371,040.65 amortized at 8.44%), and services at \$5.97/RSF at a rate of \$66,172.21 per month in arrears.

Suite 450 - For the time period of July 16, 2015 through July 15, 2017, the annual rent of \$702,834.21 consisting of a base rate of \$28.62/RSF and services at \$5.97/RSF at a rate of \$58,569.52 per month in arrears.

Parking - For the time period of July 16, 2010 through July 15, 2017, annual rent of \$66,960.00 (\$180 per stall per month) at a rate of \$5,580.00 per month in arrears.

Rent for a lesser period shall be prorated.

Rent Checks shall be payable to:

101 West Broadway LLC
101 West Broadway, Suite 820
San Diego, California 92101"

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

LESSOR: 101 WEST BROADWAY LLC, A Delaware Limited Liability Company

SIGNATURE *[Signature]* NAME OF SIGNER **Steven M. Case, Executive Vice President**
ADDRESS [Redacted]

IN PRESENCE OF

SIGNATURE *[Signature]* NAME OF SIGNER **Michael T. Bennett, Senior Vice President, Operations**
ADDRESS [Redacted]



UNITED STATES OF AMERICA

SIGNATURE *[Signature]* NAME OF SIGNER **Don Crawford**
OFFICIAL TITLE OF SIGNER **CONTRACTING OFFICER**

RTG/SP

"28. Commission and Commission Credit:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED] associated with suites previously named 450 and 460 only and does not include the 31 parking spaces. There shall be no commission owed for the 31 parking spaces. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] (Rounded). The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$66,172.21 minus prorated Commission Credit of [REDACTED] (Rounded) equals [REDACTED] adjusted first month's rent.

Second Month's Rental Payment \$66,172.21 minus prorated Commission Credit of [REDACTED] (Rounded) equals [REDACTED] adjusted second month's rent.

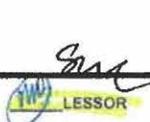
Third Month's Rental Payment \$66,172.21 minus prorated Commission Credit of [REDACTED] (Rounded) equals [REDACTED] adjusted third month's rent.

Fourth Month's Rental Payment \$66,172.21 minus prorated Commission Credit of [REDACTED] (Rounded) equals [REDACTED] adjusted fourth month's rent.

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

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INITIALS:


LESSOR


GOV'T

RTG/SP