

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE APRIL 7, 2011																												
TO LEASE NO. GS-09B-02575																														
ADDRESS OF PREMISES: 770 Paseo Camarillo Camarillo, CA 93010-6095																														
<p>THIS AGREEMENT, made and entered into this date by and between 770 Paseo Camarillo, L.P.</p> <p>whose address is: 777 North First Street, Suite 600, San Jose, CA 95112-6337, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to reconcile the cost of Tenant Improvement work, modify the rent and commission paragraphs.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u>, as follows:</p> <p>Paragraphs 3, 17 and 25 are deleted in their entirety and replaced with the following. Paragraph 27 is added.</p> <p>"3. RENT:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">Months</th> <th style="width: 10%;">Shell Rate (r.s.f. per year)</th> <th style="width: 10%;">Annual Base Year Service Cost (r.s.f. per year)</th> <th style="width: 10%;">Annual Amortized T.I.'s (r.s.f. per year)</th> <th style="width: 10%;">Annual Total Rent (r.s.f. per year)</th> <th style="width: 10%;">Total Monthly Rent</th> <th style="width: 10%;">Total Annual Rent</th> </tr> </thead> <tbody> <tr> <td>1 - 4</td> <td>\$23.13</td> <td>\$7.29</td> <td>\$0.00</td> <td>\$30.42</td> <td>\$24,815.08</td> <td>\$ 297,781.00</td> </tr> <tr> <td>5 - 60</td> <td>\$23.13</td> <td>\$7.29</td> <td>\$1.24</td> <td>\$31.66</td> <td>\$25,826.67</td> <td>\$ 309,920.00</td> </tr> <tr> <td>61 - 120</td> <td>\$23.90</td> <td>\$7.29</td> <td>\$0.00</td> <td>\$31.19</td> <td>\$25,443.24</td> <td>\$ 305,318.91</td> </tr> </tbody> </table> <p>The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the 15 parking spaces referenced in Paragraph 1 of this SF-2 are included in the Shell Rent.</p> <p>After acceptance of the Tenant Improvements (TI) the lease will be modified to amortize any TI costs due by the Government over the remaining firm term of the lease and to adjust the total commission due in Paragraph 25 of the Lease based upon the total amount of TI costs.</p> <p style="text-align: center;">Rent shall be payable to:</p> <p style="text-align: center;">770 Paseo Camarillo, L.P., 777 North First Street, Suite 600 San Jose, CA 95112-6337."</p> <p>"17. Tenant Improvement Allowance: The final, actual Tenant Improvement Allowance has now been established. The Tenant Improvement Allowance of \$46,243.00 shall be amortized over the five (5) year firm term of the lease agreement at an interest rate (amortization rate) of 8.75% per year."</p> <p style="text-align: center;"><< The Remainder of this page left blank intentionally >></p>			Months	Shell Rate (r.s.f. per year)	Annual Base Year Service Cost (r.s.f. per year)	Annual Amortized T.I.'s (r.s.f. per year)	Annual Total Rent (r.s.f. per year)	Total Monthly Rent	Total Annual Rent	1 - 4	\$23.13	\$7.29	\$0.00	\$30.42	\$24,815.08	\$ 297,781.00	5 - 60	\$23.13	\$7.29	\$1.24	\$31.66	\$25,826.67	\$ 309,920.00	61 - 120	\$23.90	\$7.29	\$0.00	\$31.19	\$25,443.24	\$ 305,318.91
Months	Shell Rate (r.s.f. per year)	Annual Base Year Service Cost (r.s.f. per year)	Annual Amortized T.I.'s (r.s.f. per year)	Annual Total Rent (r.s.f. per year)	Total Monthly Rent	Total Annual Rent																								
1 - 4	\$23.13	\$7.29	\$0.00	\$30.42	\$24,815.08	\$ 297,781.00																								
5 - 60	\$23.13	\$7.29	\$1.24	\$31.66	\$25,826.67	\$ 309,920.00																								
61 - 120	\$23.90	\$7.29	\$0.00	\$31.19	\$25,443.24	\$ 305,318.91																								

"25. 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]. 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]. 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:

Fifth Month's Rental Payment \$25,826.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent

Sixth Month's Rental Payment \$25,826.67 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent."

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

"27. This SLA#3 establishes the Government's acceptance of the Tenant Improvement work as of February 18, 2011, excepting punch-list items which were completed on March 1, 2011."

<< The remainder of this page is left blank intentionally>>

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

LESSOR: 770 Paseo Camarillo, L.P.

BY [Signature] Managing Member (Title)

IN THE PRESENCE OF (witnessed by:) [Signature] Executive Assistant (Title)

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

BY [Signature] Contracting Officer, GSA