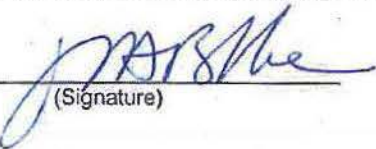

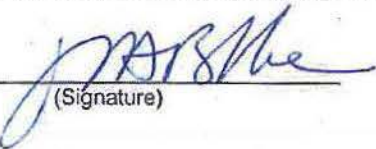

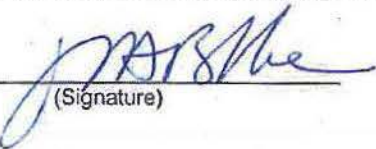








Lease Amendment Number 1					
Lease Number:	GS-09B-02762				
Date:	7/10/2012				
6500 Hollister Ave., Suite 100, Goleta CA					
<p>THIS AGREEMENT, made and entered into this date by and between Matteson Goleta Investors, LLC a Delaware Limited Liability Company</p> <p>whose address is: 1825 S. Grant Street, Suite 700, San Mateo, CA 94402</p> <p>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 issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.</p> <p>THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p>					
Paragraphs 1, 2, and 3 are hereby added:					
<p>"1. NOTICE TO PROCEED Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is 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 \$315,611.38, inclusive of all management and architectural fees."</p> <p>"2. The total cost for Tenant Improvements in the amount of \$114,624.83 exceeds the tenant improvement allowance of \$200,986.55 which has been amortized into the rental rate. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$114,624.83 pursuant to Paragraph 1, herein. The Lessor hereby waives restoration as a result of all improvements."</p> <p style="text-align: center;">Continued on Sheet 1</p>					
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>Lessor, Matteson Goleta Investors, LLC a Delaware Limited Liability Company</p> <table style="width: 100%;"><tr><td style="width: 50%; vertical-align: bottom;">By <u></u> (Signature)</td><td style="width: 50%; vertical-align: bottom;"><u>EVP</u> (Title)</td></tr></table> <p>In Presence of</p> <table style="width: 100%;"><tr><td style="width: 50%; vertical-align: bottom;"><u></u> (Signature)</td><td style="width: 50%; vertical-align: bottom;"><u>1825 S. Grant Street, Suite 700</u> (Address) <u>San Mateo, Ca 94402</u></td></tr></table>		By <u></u> (Signature)	<u>EVP</u> (Title)	<u></u> (Signature)	<u>1825 S. Grant Street, Suite 700</u> (Address) <u>San Mateo, Ca 94402</u>
By <u></u> (Signature)	<u>EVP</u> (Title)				
<u></u> (Signature)	<u>1825 S. Grant Street, Suite 700</u> (Address) <u>San Mateo, Ca 94402</u>				
<p>United States Of America, General Services Administration, Public Buildings Service.</p> <table style="width: 100%;"><tr><td style="width: 50%; vertical-align: bottom;"><u></u> (Signature)</td><td style="width: 50%; vertical-align: bottom;"><u>CONTRACTING OFFICER</u> (Official Title)</td></tr></table>		<u></u> (Signature)	<u>CONTRACTING OFFICER</u> (Official Title)		
<u></u> (Signature)	<u>CONTRACTING OFFICER</u> (Official Title)				



**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA)
NO. 1 TO LEASE # GS-09B-02762**

"3. 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, in the amount **not to exceed \$114,624.83** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

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 – Phoenix
Attention: Don Crawford
401 West Washington Street
Suite 170
Phoenix, AZ 85003-2146

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent 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 the Lease shall remain in force and effect.

Initials:  & 
Lessor Government