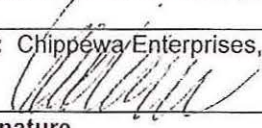
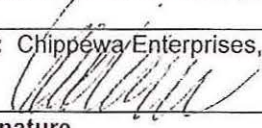
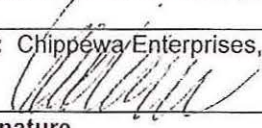
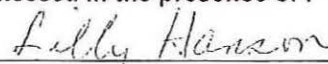
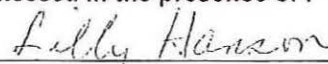
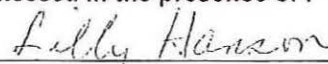
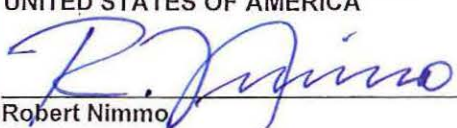
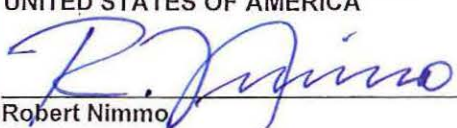
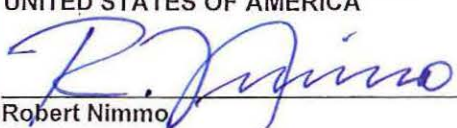


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT Number2	DATE <u>2/21/2012</u>					
TO LEASE NO. GS-09B-02929							
ADDRESS OF PREMISES: 3801 University Avenue, Riverside, CA92501-3200							
<p>THIS AGREEMENT, made and entered into this date by and between Chippewa Enterprises, Inc. whose address is 13245 Riverside Drive, 6th Floor, Sherman Oaks, CA 91423-5625 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties for the considerations hereinafter covenant and agree that the said Lease is amended, <u>effective upon execution by the Government</u>, as follows:</p> <p>Paragraphs 1, 9, 11, 16 and 23 are deleted in their entirety and replaced with the following:</p> <p style="text-align: center; margin-top: 20px;">See Attachment (Pages 2 & 3)</p> <p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>							
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> BY: Chippewa Enterprises, Inc.  _____ Signature Donald C. Parker </td> <td style="width: 50%; vertical-align: top;"> _____ President Title </td> </tr> <tr> <td colspan="2"> Printed Name </td> </tr> </table>			BY: Chippewa Enterprises, Inc.  _____ Signature Donald C. Parker	_____ President Title	Printed Name		
BY: Chippewa Enterprises, Inc.  _____ Signature Donald C. Parker	_____ President Title						
Printed Name							
<table style="width: 100%; border: none;"> <tr> <td colspan="2" style="vertical-align: top;"> Witnessed in the presence of :  _____ Signature Lilly Hanson </td> <td style="width: 50%; vertical-align: top;"> 13245 Riverside Drive, 6th Floor _____ (Address) Sherman Oaks, CA 91423 - 6011 _____ City, State, Zip </td> </tr> <tr> <td colspan="2"> Printed Name </td> </tr> </table>			Witnessed in the presence of :  _____ Signature Lilly Hanson		13245 Riverside Drive, 6 th Floor _____ (Address) Sherman Oaks, CA 91423 - 6011 _____ City, State, Zip	Printed Name	
Witnessed in the presence of :  _____ Signature Lilly Hanson		13245 Riverside Drive, 6 th Floor _____ (Address) Sherman Oaks, CA 91423 - 6011 _____ City, State, Zip					
Printed Name							
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> UNITED STATES OF AMERICA  _____ Robert Nimmo </td> <td style="width: 50%; vertical-align: top;"> General Services Administration _____ Contracting Officer (Official Title) </td> </tr> </table>			UNITED STATES OF AMERICA  _____ Robert Nimmo	General Services Administration _____ Contracting Officer (Official Title)			
UNITED STATES OF AMERICA  _____ Robert Nimmo	General Services Administration _____ Contracting Officer (Official Title)						

Supplemental Lease Agreement No. 2
LCA02929

3801 University Avenue
Riverside, CA92501-3200

1. The Lessor hereby leases to the Government the following described premises:
9,401 rentable square feet (r.s.f.), yielding approximately 8,394 ANSI/BOMA Office Area square feet and related space located on the **1st Floor (3,423 USF)** and **7th Floor (4,971 USF)**, at the Riverside Metro Center, 3801 University Avenue, Riverside, CA 92501-3200, together with **two (2)** on-site reserved, structured parking space as depicted on the attached floor plan (Exhibit A), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. The Government shall be entitled to this reserved parking space 24 hours a day, 7 days a week without further conditions; including overnight.

9. The Government shall pay the Lessor annual rent as follows:

- For months 1 through 60, annual rent of **\$348,889.99** at the rate of \$29,074.1658333 per month in arrears:

	Annual Rent	Rate/RSF
Shell Rent (including tax)	\$214,342.80	\$22.80
Operating Cost	\$ 47,099.01	\$5.01
Amortization of TI	\$87,448.18	\$9.302008
Full Service Rent	\$348,889.99	\$37.112008

- For months 61 through 120, annual rent of **\$285,884.41** at the rate of \$23,823.7008333 per month in arrears:

	Annual Rent	Rate/RSF
Shell Rent (including tax)	\$238,785.40	\$25.40
Operating Cost	\$ 47,099.01	\$5.01
Amortization of TI	\$0.00	\$0.00
Full Service Rent	\$285,884.41	\$30.41

- Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Chippewa Enterprises, Inc.
13245 Riverside Drive, 6th Floor
Sherman Oaks, CA 91423-5625

11. Tax Adjustment: For the purpose of the Tax Adjustment provision of this lease, the Government's percentage of occupancy as of the date hereof is **7.5612%** base on the Government's space of 9,401 RSF and the total building size of 124,332 RSF. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas occupied under this lease are 213261026-7.

16. Tenant Improvement Allowance: The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance of \$381,513.35 shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 5.5% per year.

Supplemental Lease Agreement No. 2
LCA02929

3801 University Avenue
Riverside, CA92501-3200

23. 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 9 of this SLA, 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 \$29,074.1658333 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$29,074.1658333 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent