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| GENERAL SERVICES ADMINISTRATION<br>PUBLIC BUILDING SERVICES<br><br>SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT<br><br>No.1 | DATE<br><br>AUG 22 2011 |
|   | TO LEASE NO.<br><br>GS-09B-02418   |                         |

ADDRESS OF PREMISE 5500 Telegraph Road  
Ventura, California 93003-4250

THIS AGREEMENT, made and entered into this date by and between:

Roe & Roe, Inc., c/o Martin J. Roe

whose address is 1022 Hillcrest Road  
Beverly Hills, California 90210

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

WHEREAS, the parties hereto desire to amend the above Lease.

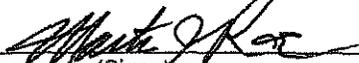
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as: To establish beneficial occupancy of the premises on September 15, 2011, to establish the total usable and rentable square footage under the lease, to establish the term of the lease, to establish the annual rent, to establish the tenant improvement allowance to be amortized into the rental consideration, and to establish the payment terms for the commission credit.

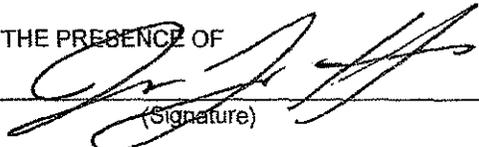
Paragraphs 1, 9, 10, 12, 17, 20 and 24 are hereby deleted in their entirety and replaced with the following:

- The Lessor hereby leases to the Government the following described premises:  
1,785 rentable square feet (r.s.f.), yielding approximately 1,552 ANSI/BOMA Office Area square feet and related space located at 5500 Telegraph Road, Ventura, California, 93003-4250 together with one (1) onsite, surface, reserved parking space, as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
- TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on September 15, 2011 through September 14, 2016, subject to termination and renewal rights as may be hereinafter set forth.

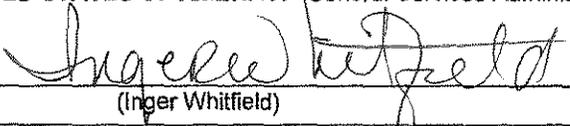
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Roe & Roe, Inc., c/o Martin J. Roe

BY  (Signature) President (Title)

IN THE PRESENCE OF  (Signature) 9720 Wilshire Blvd., 5th Floor (Address)  
Beverly Hills CA 90212

UNITED STATES OF AMERICA General Services Administration, Public Building Service

BY  (Inger Whitfield) Contracting Officer (Official Title)

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

For Year 1 through Year 5: The total annual rent is \$37,485.00. The Shell Rent is \$14.42/RSF, the Operating Cost is 6.58/RSF and the TI cost is \$0/RSF. The monthly rent is \$3,123.75.

Rent shall be payable to:

Roe & Roe, Inc.  
c/o Martin J. Roe  
1022 Hillcrest Road  
Beverly Hills, California 90210

The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the one (1) onsite, surface, reserved parking spaces referenced in Paragraph 1 of this Supplemental Lease Agreement No. 1 are included in the Shell Rent.

12. Tax Adjustment:

Pursuant to Paragraph 4.2 of SFO Number 7CA2495, "Tax Adjustment," for purposes of tax escalation, the Government occupies 1,785/21,600 rentable square feet (08.26%).

17. Tenant Improvement Allowance:

The maximum Tenant Improvement Allowance has been established by Paragraph 3.2 of SFO Number 7CA2495, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be amortized over the five (5) year term of the lease agreement at an interest rate (amortization rate) of 1.50% per year. The Tenant Improvement Allowance shall be \$00.00 (\$00.00 per ABOA) based upon 1,552 ANSI/BOMA square feet.

24. Commission and Commission Credit:

The Commission and Commission Credit associated with this lease transaction shall commence upon completion and acceptance of the Tenant Improvements for the square footage as referenced in Paragraph 1. The date of acceptance of the tenant improvements shall be established by future supplemental lease agreement.

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 10 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 fourth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent as follows:

Fourth Month's Rental Payment \$8,341.38 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fourth Month's Rent;

Fifth Month's Rental Payment \$8,341.38 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fifth Month's Rent;

Sixth Month's Rental Payment \$8,341.38 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Sixth Month's Rent;

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

Initials:  Lessor &  Gov't