

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 2
Page 1 of 3
TO LEASE NO.

DATE
FEB 28 2012

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 acquire expansion space, to extend the term of the lease, to establish the annual rent, to adjust the taxes, to establish the tenant improvement allowance to be amortized into the rental consideration, to establish the payment terms for the commission credit and to establish the development fees for the tenant improvements for the total square footage to be improved under this Supplemental Lease Agreement No. 2.

Paragraphs 1, 9, 10, 12, 17, 24 and 25 are hereby deleted in their entirety and replaced and with the following:

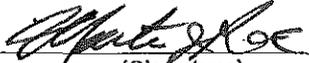
1. The Lessor hereby leases to the Government the following described premises:
The Government is seeking expansion space to the existing premises. Upon completion and acceptance of the expansion space, the Government shall lease the following described premises:

3,252 rentable square feet (r.s.f.), yielding approximately 2,999 ANSI/BOMA Office Area square feet (the expansion space increase is 1,467 rentable square feet yielding approximately 1,447 ANSI/BOMA Office) and related space, and an additional 322 rentable square feet yielding approximately 297 ANSI/BOMA Office Area square feet of free space, for a total of 3,574 rentable square feet yielding approximately 3,296 ANSI/BOMA Office Area square feet located on the Second Floor of the building located at 5500 Telegraph Road, Ventura, CA, 93003-4250, (the "Premises"), as depicted on the attached Exhibit B together with six (6) onsite, surface, reserved parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION in conformance with Solicitation For Offers No. 7CA2495. The Government shall have access to approximately 288 square feet of storage space located on the parking level of the building at "No Cost" to the Government, to be used for storage related purposes consistent with office use.

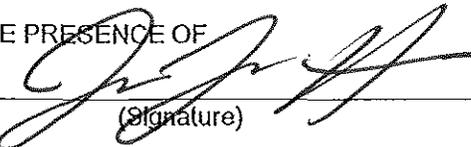
9. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on the date the expansion space and tenant improvement alterations for the entire space are accepted by the Government through an eight (8) year firm term. Occupancy and acceptance of the expanded space and tenant improvement alterations for the entire space shall occur within ninety (90) calendar days of Notice to Proceed.

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

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

BY 
(Signature)


(Title)

IN THE PRESENCE OF

(Signature)

1022 Hillcrest Rd.
Beverly Hills, CA 90210
(Address)

UNITED STATES OF AMERICA General Services Administration, Public Building Service

BY 
(Inger Whitfield)

Contracting Officer
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT No. 2 TO LEASE NO. GS-09B-02418:

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

For Year 1 through Year 5: The total annual rent is \$108,073.56.00. The Shell Rent is \$14.42/RSF, the Operating Cost is 6.58/RSF and the TI cost is \$9.24/RSF. The monthly rent is \$9,006.13.

For Year 6 through Year 8: The total annual rent is \$75,054.00. 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 \$6,254.50.

The government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the six (6) onsite, surface, reserved parking spaces referenced in Paragraph 1 of this Supplemental Lease Agreement No.2 are included in the Shell Rent.

The Government will not be charged rent, operating cost escalations, real estate tax, percentage of occupancy for real estate escalations, or overtime utility rates for the 322 rentable square feet of free space identified in Paragraph 1. Maintenance of the approximately 288 square feet of storage space is to be provided at no additional cost to the Government.

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

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

12. Tax Adjustment: Pursuant to Paragraph 4.2 of SFO Number 7CA2495, "Tax Adjustment," for purposes of tax escalation, the Government occupies 3,252/21,600 rentable square feet (15.06%).

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 of \$153,134.70 (\$51.06 rounded per ABOA x 2,999 ANSI/BOMA square feet) shall be amortized over five (5) years at an interest rate (amortization rate) of 3.00% per year. The Lessor has agreed to pay \$31,660 (\$20.00 per RSF x 1,583rsf) toward tenant improvements paid directly to contractors prior to the use of the Government's amortized funds FOR THE EXPANSION SPACE ONLY. The Lessor has agreed to pay \$17,073.00 (in lieu of 3 months free shell rent and operating cost) toward tenant improvements paid directly to contractors prior to the use of the Government's amortized funds.

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 of the SF-2 for LCA02418. The date of acceptance of the tenant improvements shall be established by supplemental lease agreement.

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for the first five (5) year term value of this Lease based upon the terms stated in the SF-2 for LCA02418. 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 the commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the Solicitation for Offers No. 7CA2495.

Initials:  Lessor &  Gov't

SUPPLEMENTAL LEASE AGREEMENT No. 2 TO LEASE NO. GS-09B-02418:

Notwithstanding Paragraph 10 of this Supplemental Lease Agreement, the shell rental payments due and owing under this Lease shall be reduced to fully recapture the 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 \$9,006.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fourth Month's Rent;

Fifth Month's Rental Payment \$9,006.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent;

Sixth Month's Rental Payment \$9,006.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted sixth Month's Rent.

25. Tenant Improvement Fee Schedule:

The following project development fees will be allowed in amounts not to exceed as specified below for Tenant Improvements and change orders during the construction.

1. General Conditions: [REDACTED]^{(b)(4)}
2. General Contractor Fee: [REDACTED]^{(b)(4)}
3. Lessor's Project Management Fee: [REDACTED]^{(b)(4)}
4. Architectural Fees [REDACTED] fixed flat rate

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

Initials:

Lessor &

Tenant