GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 3	DATE FEB 28 2012
	TO LEASE NO. GS-09B-02418	

ADDRESS OF PREMISES 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 follows:

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 follows: To provide Notice to Proceed with Construction of improvements as outlined in Exhibit "B" with a Not to Exceed Amount, to establish the tenant improvement construction cost, to order tenant improvements which exceed the tenant improvement allowance, and to establish the construction completion timeframe. The costs for the tenant improvements (TIs) are as described below in Paragraphs 27, 28, and 29 which are hereby added.

*27. In accordance with the lease contract, the Government as of February 27, 2012 hereby issues Notice to Proceed with the construction of Tenant Improvements in the Not To Exceed amount of $234,861.56 in the space under lease.

*28. Pursuant to the lease contract, the breakdown of Tenant Improvements and Allowances (by way of allowance & lump sum payment) established at this time, and obligated at this time are as follows:

The total tenant improvement price is established as $289,108.00 per Exhibit B. The tenant improvements in the Not To Exceed amount of $234,861.56 are hereby ordered per this supplemental lease agreement.

The Lessor will provide allowances in the total amount of $201,867.70. (Lessor Allowances:The Tenant Improvement allowance amount of $153,134.70 shall be amortized into the rent at a rate of 3% over the first 5 years of the lease. The Lessor will provide a tenant improvement concession allowance in the amount of $48,733.00.)

The Government will provide a lump sum payment of $87,240.30 to the Lessor upon satisfactory completion and acceptance of the space for buildout."

*29. In the event the Government cannot secure additional lump-sum funding for $54,246.44 of tenant improvements, and issue a subsequent SLA approving a change order for the balance of work required for actual occupancy, pursuant to Paragraph 5.11.G & 5.11.H, the Government hereby acknowledges that the successful completion of the items as outlined in the attached Exhibit B (with the exclusion of tenant improvements totaling $54,246.44 in "Total Reductions") will constitute "substantial completion" for rental commencement purposes. "

The above referenced costs are subject to adjustment based on the final, actual scope of work for the buildout. Any additional items added to the current scope of work must be incorporated by way of a subsequent SLA and/or formally approved by the Contracting Officer via written correspondence.

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

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
(Signature) (Title)

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

IN THE PRESENCE OF (witnessed by)

(Signature)

UNITED STATES OF AMERICA

BY [signature]

Contracting Officer
GSA, PBS, RED