

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE 12/31/09

TO LEASE NO. LCA02438

ADDRESS OF PREMISES: 2445 N. Palm Drive
Signal Hill, CA 90755

THIS AGREEMENT, made and entered into this date by and between: Bess J. Hodges Foundation, a Nonprofit California Trust

whose address is: **5100 Anaheim Road
Long Beach, CA 90815-4215**

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 November 18, 2009 to:

- a) Reduce shell rent
- b) Reduce commission and commission credit

Accordingly Paragraph 3 is amended and Paragraph 21 is deleted in its entirety and the following substituted:

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

For years 1 through 5, annual rent of \$305,543.00 (\$22.63 RSF) at the rate of \$25,461.92 per month in arrears.

For years 6 through 10, annual rent of \$257,778.00 (\$19.09/RSF) at the rate of \$21,481.50 per month in arrears.

21. 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 2.3 of SFO # 5CA0713, 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 3 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$25,461.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$25,461.92 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

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: Bess J. Hodges Foundation, a Nonprofit California Trust

BY George Murchison
(Signature)

Trustee
(Title)

IN THE PRESENCE OF (witnessed by:)

[Signature]
(Signature)

5100 ANAHEIM RD., LONG BEACH, CA 90815
(Address)

UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service

BY [Signature]
(Signature)

Contracting Officer
GSA, PBS, RED

Lessor GM Government SK