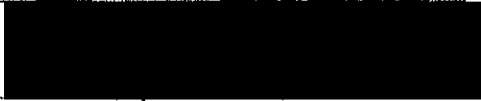


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE 3/17/10
TO LEASE NO. LCA02438		
ADDRESS OF PREMISES: 2445 N. Palm Drive Signal Hill, CA 90755		
THIS AGREEMENT, made and entered into this date by and between: Bess J. Hodges Foundation, a Nonprofit California Trust whose address is: 5100 Anaheim Road Long Beach, CA 90815-4215		
WHEREAS, the parties hereto desire to amend the above lease to issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective March 12, 2010 as follows:		
Paragraph 24, 25 and 26 are hereby added:		
"24. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$402,549.00, inclusive of all management and architectural fees."		
"25. The total cost for Tenant Improvements in the amount of \$402,549.00 exceeds the tenant improvement allowance of \$221,381.16, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$181,167.84. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.12F of the Solicitation for Offers 5CA0713, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$181,167.84 pursuant to Paragraph 26, herein. The Lessor hereby waives restoration as a result of all improvements."		
Continued on Sheet 1		
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 <u>George M. Murchison</u> (Signature)	<u>Trustee</u>	
IN THE PRESENCE OF (witnessed by:) <u>Amie Muehl</u> (Signature)	 (Address)	
UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service		
BY <u>Guadalupe Lee</u> (Signature)	<u>Contracting Officer</u> <u>GSA PBS RED</u>	

GSA DC 68-1176

GSA FORM 276 Jul 67

Lessor GM Government GF

**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE
AGREEMENT (SLA) NO. 2 TO LEASE #GS-09B-02438**

*26. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$181,167.84** shall be submitted to:

Invoice with a PS Document number should be submitted the following:

GSA

Greater Southwest Finance Center 7BCP

PQ Box 17181

Fort Worth, TX 76102

With a copy to:

GSA-Real Estate Acquisition Division

Attn: Veronica Gonzalez

300 N. Los Angeles St., Ste 4100

Los Angeles, CA 90012

PS Document number should be requested from Realty Specialist before submitting invoices.

Alternatively the Lessor may submit the invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

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

Lessor  Government 