GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT 15

DATE APR 17 2002

TO LEASE NO. GS-09B-94150

ADDRESS OF PREMISES 75 Hawthorne Street
San Francisco, CA 94105

THIS AGREEMENT, made and entered into this date by and between HAWTHORNE PLAZA, LTD,

whose address is c/o ARCON, Inc.,
95 Hawthorne Street, 4th Floor
San Francisco, CA 94105

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 as follows, effective upon execution by the Government.

Paragraphs 28 and 29 are hereby added in their entirety as follows:

**28.** It is agreed that the Lessor will construct a Playground on the Vacant space known as Block F in the lease, which is located in the back of 75 Hawthorne Street, San Francisco, CA. The space is currently under lease by the Government for construction of a playground to be used by the Children attending the Child Care Facility located at 95 Hawthorne Street, San Francisco, CA. The playground is to be constructed, inspected and accepted for occupancy no later than 90 Calendar days from execution of this SLA # 15.

**29.** The playground is to be built out in accordance with the Government approved design at a cost not to exceed [redacted]. Upon completion, inspection and acceptance of the completed playground, the Lessor will receive payment in full in the amount of [redacted] for construction of the playground.The Lessor shall furnish all labor, materials, equipment and utilities necessary to construct the playground. The playground is to be constructed in accordance with the Government approved design, and no deviations from this layout shall be done unless prior written approval is given by the General Services Administration Contracting Officer. Title to the items installed on the playground shall vest in the Government. These items can be removed by the Government at any time. *~~The Lessor shall remain responsible for the maintenance, repair, and replacement of all items installed by the Lessor under this lease~~. If after the lease term and any extended renewal or succeeding lease term, the Government elects to abandon any item in place, title shall pass to the Lessor.

*The Lessor shall remain responsible for the maintenance, repair and replacement of items installed by the Lessor during construction of playground.

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

INITIAL

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

LESSOR: HAWTHORNE PLAZA, LTD. By Arcon Inc., It's General Patner

BY _____ President
(Signature) (Title)

IN THE PRESENCE OF (witnessed by:)
Mary Jane Caraiga 75 Hawthorne Street, SFCA 94105
(Signature) (Address)

UNITED STATES OF AMERICA

BY Patricia Jordan
Contracting Officer
GSA, PBS, RED