GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. **2**	DATE 12/14/2010
	TO LEASE NO. **GS-09B-02328**	

ADDRESS OF PREMISES: Centerpoint Plaza Building
5901 Priestly Drive,
Suite 206
Carlsbad, CA 92008

THIS AGREEMENT, made and entered into this date by and between **Muller-Centerpoint LLC, a Delaware limited liability company**

whose address is: c/o The Muller Company
Attn: Jon Muller / Steve Muller
23521 Paseo de Valencia, Suite 200
Laguna Hills, CA 92653

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease by providing a Notice to Proceed with Change Order Work as identified herein this Supplemental Lease Agreement, and provide a means for a lump sum payment of the Change Order Costs.

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government. In this regard, Paragraph 26 has been added to the lease as follows:

"26 CHANGE ORDER WORK

A. Upon Government execution of this Supplemental Lease Agreement, the Lessor shall provide all labor, materials, and equipment to install the following numbered items into the Premises.

Item	Change Order Costs
CO # 1: Add one data drop for Room #14	[redacted]
CO # 4: Add one access card reader at Server Room Door #12	[redacted]
CO # 5: Conduit and pull box additions	[redacted]
CO # 6: Construct Telephone Room with type A3 walls	[redacted]
CO # 7: Construct demise walls between Rooms #6, #13, and #14 with wall type A6A	[redacted]
Total Change Order Costs	**$8,928.23**

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

LESSOR: Muller-Centerpoint LLC, a Delaware limited liability company

BY _____ (Signature)

MANAGER (Title)

IN THE PRESENCE OF (witnessed by:)

_____ (Signature)

23521 PASEO DE VALENCIA #200
LAGUNA HILLS, CA 92653 (Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY _____ (Signature)

Contracting Officer, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 2 TO LEASE NUMBER GS-09B-02328

B. The Government shall make a "LUMP SUM" payment of $8,928.23 within 30 days upon receipt of an invoice after completion and acceptance of the work and the space by the Government. Payment will be due only for items which are both: (a) listed in this paragraph, and (b) (i) shown on the Government's approved layouts or (ii) changes requested in writing by the Contracting Officer.

C. Invoicing for completion of alterations: The invoice shall annotate the name and address of the Lessor (the Lessor must match the name and address in the Governments vendor file), an invoice number (PS#) will be sent to you after the Government executes this Supplemental Lease Agreement. The Lessor shall submit an original and one copy of the invoice for the alterations. The Original invoice shall be submitted either electronically to the Finance Website at http://www.finance.gsa.gov or mailed to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

A copy of the invoice shall be simultaneously submitted to the Contracting Officer at:

General Services Administration
401 West A Street, Suite 2075
San Diego, California 92101

D. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed the items from the Premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term, any extensions or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

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

Initials: _____ & _____
Government Lessor