

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE

1/06/2012

TO LEASE NO. GS-09B-02409

ADDRESS OF PREMISES: Park Tower Office Building
200 West Santa Ana Boulevard
Suite # 500
Santa Ana, CA 92701-4134

THIS AGREEMENT, made and entered into this date by and between **Birtcher Anderson Investors LLC**

whose address is: 31910 Del Obispo, Suite 100
San Juan Capistrano, CA 92675-3184

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

WHEREAS, the parties hereto desire to amend the above Lease to correct the Suite and Floor # of the Premises, issue a Notice to Proceed Construction, establish the Tenant Improvement Cost Overage, and provide a means for a Lump Sum Payment of the Tenant Improvement Cost Overage.

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 1 is deleted in its entirety, and the following new Paragraph 1 is replaced; and Paragraphs 26, 27, and 28 have been added to the lease as follows:

"1 The Lessor hereby leases to the Government the following described premises:
6,763 rentable square feet (r.s.f.), yielding approximately 5,985 ANSI/BOMA Office Area square feet and related space located on the 5th floor at the park Tower Office Building - 200 West Santa Ana Boulevard, Suite # 500, Santa Ana, California 92701-4134 as depicted in the Exhibit A ("Site Plan") and Exhibit B ("Floor Plan") together with eleven (11) secured and reserved structured parking spaces as depicted in the Exhibit A ("Site Plan"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

"26. **NOTICE TO PROCEED CONSTRUCTION:** Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed \$1,057,158.01 inclusive of all management and architectural fees.

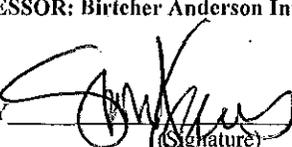
"27. **TENANT IMPROVEMENT COST OVERTAGE:** The total cost for the Tenant Improvements in the amount of \$1,057,158.01 exceeds the Tenant Improvement Allowance of \$305,235.00. The Lessor's Tenant Improvement Allowance contribution, per Paragraph 16, is \$119,700.00. The Lessor's contribution reduces the Tenant Improvement cost of \$1,057,158.01 to \$937,458.01 (\$1,057,158.01 - \$119,700.00 = \$937,458.01).

Per Paragraph 16, the Tenant Improvement allowance that remains after the Lessor Tenant Improvement Allowance contribution is \$185,535.00 (\$305,235.00 - \$119,700.00 = \$185,535.00). This amount shall be applied toward the payment of the Tenant Improvement Cost Overage and shall be amortized at 8% over the firm term of the lease. As a result, the Tenant Improvement Cost Overage is \$751,923.01 (\$937,458.01 - \$185,535.00 = \$751,923.01). The Government hereby orders this Cost Overage to be included as an addition to the Tenant Improvement Allowance and shall be paid via lump sum.

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

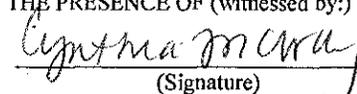
LESSOR: Birtcher Anderson Investors LLC

BY


(Signature)

Court Appointed Receiver
U.S. National Bank, Trustee et.al.
vs. Birtcher Anderson Investors, LLC
Orange County Superior Court Case No.
(Title) 30-2-11-0050770B

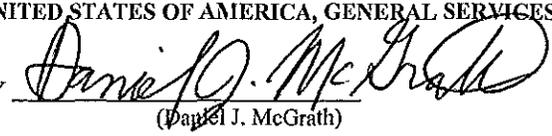
IN THE PRESENCE OF (witnessed by:)


(Signature)


(Address)

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

BY


(Daniel J. McGrath)

Contracting Officer, GSA