

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT

DATE

4

9/30/97

TO LEASE NO. GS-09B-94150

ADDRESS OF PREMISES 75/95 Hawthorne Street
 San Francisco, CA 94105

THIS AGREEMENT, made and entered into this date by and between:
 HAWTHORNE PLAZA, LTD.
whose address is
 75 Hawthorne Street
 San Francisco, CA 94105

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

WHEREAS, the parties hereto entered into a lease dated April 19, 1995 and known as Lease No. GS-09B-94150 (the "Lease") for certain premises located at 75 Hawthorne Street and certain premises located at 95 Hawthorne Street in San Francisco, CA; and

WHEREAS, the parties amended that Lease to provide for the renovation of the Child Care Center (the "CCC"), which center is part of the leased premises at 95 Hawthorne Street; and

WHEREAS, the parties now desire to amend the Lease again to provide for additional renovations to the CCC,

NOW THEREFORE, in the consideration of the mutual covenants hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree that the Lease is amended as of the date of this Agreement as follows:

Paragraph 16(b) of the Lease is hereby deleted in its entirety and Paragraph 16(b) set forth on the Continuation Sheet attached hereto is inserted in place and instead thereof.

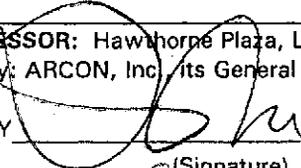
Exhibit I to the Lease is hereby amended to include Paragraph XIII, Miscellaneous, set forth on the Continuation Sheet attached hereto.

Continued on the attached Continuation Sheet No. 1.

Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect.

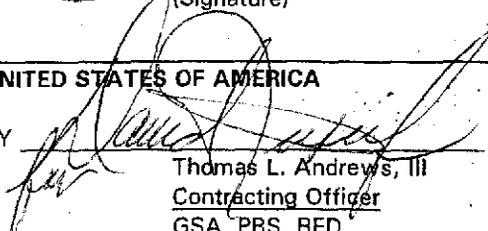
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Hawthorne Plaza, Ltd.,
By: ARCON, Inc. its General Partner

BY  _____
(Signature)

 _____
(Title)

UNITED STATES OF AMERICA

BY  _____
Thomas L. Andrews, III
Contracting Officer
GSA, PBS, RED

CONTINUATION SHEET NO. 1 TO SUPPLEMENTAL LEASE AGREEMENT NO. 4 TO
LEASE NO. GS-09B-94150

"16. CHILD CARE CENTER RENOVATION PROJECT

(b) *Compensation.* As compensation for the full and timely performance of the Work, the Government agrees to pay to Lessor the sum of \$272,530.80 (the "Contract Sum"), to be paid to Lessor periodically in accordance with the provisions of 48 CFR 52.232-5, Payments Under Fixed-Price Construction Contracts, which clause is attached to SLA No. 1 as Exhibit D. Notwithstanding anything to the contrary set forth therein, in no event shall progress payments exceed eighty percent (80%) of the sum agreed to be paid to Lessor for the Work. Upon satisfactory completion of the Work (including all punch list items) and acceptance thereof by the Contracting Officer, Lessor shall be entitled the balance due under this SLA. Said payment shall be due and payable to Lessor thirty (30) days after the latter of acceptance of the Work by the Contracting Officer or receipt of an invoice from Lessor in the accordance with the terms of the Prompt Payment Act as set forth in Clause 22 to the General Clauses.

Exhibit I-Revised Statement of Work

III. MISCELLANEOUS

- A. Add a second coat of paint on all walls scheduled to be repainted in the CCC. ()
- B. Add plastic laminate wainscot at the column in Classroom 124. ()
- C. Install eight cubbies furnished by the Government on walls in classrooms designated by the Government. ()
- D. Increased installation cost to install sheet vinyl flooring in the CCC in place of vinyl composite tiles and materials. ()
- E. Build a temporary wall with two temporary doors in the Clean-up Area. ()
- F. Install oak hardwood protective sills at in Classrooms 124 and 108, and in Story Area. ()
- G. Install window in Room 140 to match dimensions of window in Room 139. ()

