

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

Date: February 18, 2010

Parties: COAST COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("Landlord")

BOYS AND GIRLS CLUB OF HUNTINGTON VALLEY, a California nonprofit organization ("Tenant")

Lease to which this First Amendment to lease ("First Amendment") relates – that certain Ground Lease Agreement dated as of December 14, 2006 by and between landlord and tenant (the "Original Lease"). The Original Lease, as amended by this First Amendment, are sometimes collectively referred to herein as the "Lease".

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. The Lease is amended as follows:

(a) Section 5.4 of the Lease shall now read as follows:

5.4 Construction Schedule/Deadlines for Commencement and Completion.

Tenant shall cause the Child Development Center, the Gymnasium and the Club to be constructed pursuant to the timeline attached hereto as Exhibit "C" and pursuant to a construction schedule or schedules prepared by Tenant's general contractor and/or project manager and approved by Landlord and Tenant. Notwithstanding anything to the contrary which may be set forth in any such schedule, however, Tenant shall cause construction of those improvements to be commenced and completed by the deadlines set forth below, and Tenant's failure to meet any of those deadlines shall be deemed a material breach of this Lease. Construction of the Child Development Center shall commence no later than 90 days following DSA's approval of plans, and the Child Development Center shall be completed and opened for business by no later than 300 days following DSA's approval of plans. Construction of the Gymnasium shall commence no later than 90 days following DSA's approval of plans, and the Gymnasium shall be completed and opened for us by no later than 300 days following DSA's approval of plans. Construction of the Club shall commence within 12 months following the completion of the Gymnasium, and the Club shall be completed and opened for business by no later than 300 days following commencement of construction. If Tenant fails to commence construction of the Gymnasium by 90 days following DSA's approval of plans or fails to complete construction by 300 days following DSA's approval of plans, then in addition to any other remedy available to Landlord under Section 21 below, Base Rent payable pursuant to Section 4 above shall be increased by fifty percent (50%) from that commencement or completion deadline (corresponding to the first such deadline missed) through and including the date on which Tenant has completed that construction and procured a certificate of completion or beneficial occupancy for the Gymnasium.

(b) A First Amended Exhibit "C" to the Lease is attached hereto and incorporated herein by reference. The construction schedule and deadlines for commencement and completion of Phases I, II, and III set forth in First Amended Exhibit "C" supersede those previously set forth in the Lease.

(c) Section 6.1 of the Lease shall now read as follows:

6.1 Operation of Child Development Center. Tenant shall commence operations of the Child Development Center no later than 300 days following DSA's approval of plans. Tenant shall operate the Child Development Center for the provision of day care, recreation, family support programs, and other child-related services for ages 0-6 years. The Child Development Center shall be operated with a goal of providing high quality and affordable services. Fees shall be based on costs to operate programs in a non-profit environment. A system to provide priority enrollment for the children of Landlord's students, faculty and staff shall be established and shall be subject to the Landlord's prior written approval. Tenant shall also be responsible, at its expense, for procuring and maintaining any permits, licenses and/or approvals necessary for the Tenant's operation of the Child Development Center.

(d) Section 4.1 of the Work Letter (Exhibit "B" to the Lease) shall now read as follows:

4.1 Selection of General Contractor. A general contractor or project manager shall be retained by Tenant to construct the Tenant Improvements. If necessary, a project manager will be selected by the Tenant to manage construction. Such general contractor or project manager ("Contractor") shall be selected by Tenant.

(e) Section 4.2 of the Work Letter (Exhibit "B" to the Lease) shall now read as follows:

4.2 Selection of Subcontractors (Tenant's Agents). All subcontractors, laborers, material men, and suppliers used by Tenant for work in connection with any structural, mechanical, electrical, plumbing, civil, life-safety, and/or sprinkler work to be performed on the Campus, which in the District's opinion will affect the structural, mechanical, electrical, plumbing, civil, life-safety, and/or sprinkler work of any other buildings or systems now or hereafter located or to be located on the campus must be approved in writing by Landlord. Landlord shall approve or disapprove in writing of such subcontractors, laborers, material men, and suppliers within 5 working days of receipt of written request from Tenant.

(f) Section 4.3 of the Work Letter (Exhibit "B" to the Lease) shall now read as follows:

4.3 Construction Contract. Tenant shall execute the construction contract and general conditions with Contractor.


2. Landlord and Tenant also agree as follows:

(a) Pursuant to Section 8.3 of the Work Letter (Exhibit "B" to the Lease), Landlord hereby exercises its discretion to require Tenant to obtain a lien bond for all Phases and for Phase I a completion bond in the amount of \$3.5 million, or another amount satisfactory to the Landlord, and for Phases II and III, a completion bond in an amount sufficient, as determined by Landlord to ensure the completion of these Phases of construction, naming Landlord as co-obligee, and to have such bonds in place prior to commencement of construction of each Phase.

(b) Landlord and Tenant agree that neither the Lease, nor any actions or communications by Landlord, constitutes or shall have the effect of making any representation by Landlord that prevailing wages will not have to be paid in connection with the construction of the Child Development Center, the Gymnasium or the Club or any portion thereof. Tenant agrees to defend, indemnify and hold Landlord harmless from any claims or liabilities arising from or as a result of the Child Development Center, the Gymnasium or the Club constituting, in whole or in part, a public work subject to California's Prevailing Wage Laws.

3. No Other Changes. Except as amended by this First Amendment, the Lease remains unmodified and in full force and effect.
4. Counterparts. This First Amendment may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument. Any signature page of this First Amendment may be detached from any counterpart and re-attached to any other counterpart of this First Amendment which is identical in form hereto but having attached to it one or more additional signature pages. Signatures transmitted by fax machine or scanned to PDF and transmitted by email shall have the same effect as original signatures. The Landlord and the Tenant have executed this First Amendment by their respective duly authorized officers as of the date first set forth above.

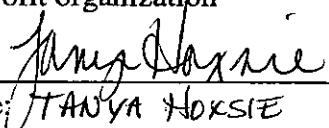
"LANDLORD"
Coast Community College District,
a political subdivision of the State of California

By: 
Jerry Patterson, Board President

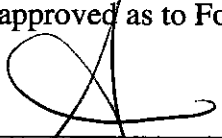
And approved as to Form:

By: _____
Jack P. Lipton, Ph.D., Esq.
General Counsel

"TENANT"
Boys and Girls Club of
Huntington Valley, a California
nonprofit organization

By: 
Name: TANYA HOKSIE
Title: CEO

And approved as to Form:

By: 
Name: AL GUIDOTTI
Title: PAST PRESIDENT

FIRST AMENDED EXHIBIT "C"

Phase I

Construction of Child Development Center (defined in Lease Section 5.1 as the "Child Development Center")

- 1) Architect for Child Development Center shall be hired by Tenant by or before March 1, 2007.
- 2) Architectural Design for Child Development Center (final) shall be completed by no later than May 31, 2007.
- 3) Architectural drawings shall be completed by no later than July 31, 2008.
- 4) Architectural plans shall be forwarded to DSA for approval no later than July 2008.
- 5) Commencement of construction of Child Development Center shall occur on or before 90 days following DSA's approval of plans.
- 6) Construction of Child Development Center shall be completed by no later than 300 days following DSA's approval of plans
- 7) Child Development Center grand opening shall occur no later than 300 days following DSA's approval of plans.

It is expected that Tenant shall commence making monthly base rent payments to Landlord as required in this Lease beginning 300 days following DSA's approval of plans for the Child Development Center.

Phase II

Construction of Joint-Use Gymnasium (defined in Lease Section 5.2 as the "Gymnasium")

- 1) Architect for Joint-Use Gymnasium shall be hired by Tenant by or before March 1, 2007.
- 2) Architectural Design for Joint-Use Gymnasium (final) shall be submitted to Landlord for review by no later than December 31, 2009.
- 3) Architectural drawings shall be completed no later than 90 days following Landlords

written approval of the Architectural Design.

4) Architectural plans shall be forwarded to DSA for approval no later than 120 days following Landlords written approval.

5) Commencement of construction of Joint-Use Gymnasium shall occur on or before 90 days following DSA's approval of plans.

6) Construction of Joint-Use Gymnasium shall be completed by no later than 300 days following DSA's approval of plans.

7) Joint-Use Gymnasium grand opening shall occur no later than 300 days following DSA's approval of plans.

Monthly Base Rental Increase Due to Delay or Default in Construction

Should Tenant fail to fully complete construction of the Joint-Use Gymnasium by 300 days following DSA's approval of plans, in accordance with the above referenced timeline, Tenant shall be obligated to pay a Fifty percent (50%) monthly increase above the Tenant's monthly base rent for the Premises until such time that Tenant has completed construction of the Joint-Use Gymnasium and has procured a certificate of completion or beneficial occupancy for same.

Should Tenant fail to commence or to complete the construction of the Joint-Use Gymnasium the Tenant shall have a continuing obligation to pay an additional Fifty percent (50%) monthly increase above the monthly base rent amount pursuant to this Lease until termination. The increase in monthly base rent shall apply to any and all contemplated increases in monthly base rent during the term of this Lease.

Any Base Rental Increase due to delay or Default in Construction of the Joint-Use Gymnasium shall be in addition to any Base Rental Increase assessed pursuant to any other provision of the Lease.

Phase III

Construction of a School Age Center (defined in Lease Section 5.1 as "the Club")

1) Architect for School Age Center shall be hired by Tenant by or before October 16, 2008.

2) Architectural Design for School Age Center (final) shall be completed by no later than October 16, 2009.

3) Architectural drawings shall be completed by no later than 90 days following Landlords written approval of the Architectural Design.

(4) Architectural plans shall be forwarded to DSA for approval no later than 120

days following Landlords written approval.

(5) Commencement of construction of School Age Center shall occur on or before 12 months following grand opening of the Joint-Use Gym.

6) Construction of School Age Center shall be completed by no later than 300 days following groundbreaking.

6a) Tenant must use its best efforts to complete construction of the Gymnasium (Phase II) before completing construction of the School Age Center. Construction of the Gymnasium and the School Age Center may be concurrent, but priority between the two shall be given to the Gymnasium.

7) Center grand opening shall occur no later than 300 days following commencement of construction.

Monthly Base Rental Increase Due to Delay or Default in Construction

Should Tenant fail to fully complete construction of the School Age Center by 300 days following DSA's approval of plans, in accordance with the above referenced timeline, Tenant shall be obligated to pay a Fifty percent (50%) monthly increase above the Tenant's monthly base rent for the Premises until such time that Tenant has completed construction of the School Age Center and has procured a certificate of completion or beneficial occupancy for same.

Should Tenant fail to commence or to complete the construction of the School Age Center the Tenant shall have a continuing obligation to pay an additional Fifty percent-(50%) monthly increase above the monthly base rent amount pursuant to this Lease until termination. The increase in monthly base rent shall apply to any and all contemplated increases in monthly base rent during the term of this Lease.

Any Base Rental Increase due to delay or Default in Construction of the School Age Center shall be in addition to any Base Rental Increase assessed pursuant to any other provision of the Lease.