

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE 8/25/2011
TO LEASE NO. GS-09B-01939		

ADDRESS OF PREMISES 3205 N. Lakewood Blvd.
Long Beach, CA 90808-1733

THIS AGREEMENT, made and entered into this date by and between: **AP-Long Beach Airport LLC, A Delaware Limited Liability Company**

Whose address is: 310 Golden Shore, Suite 300
Long Beach, CA 90802-4240

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, effective upon execution of this document by the Government as follows:

25) The "Proposed Area", as depicted in "Exhibit A - Site Plan" and "Exhibit B - Floor Plan" of this Lease, is hereby determined to be incapable of meeting the requirements set forth in the Solicitations For Offers 6CA0133 and its attachments. Now therefore, the Lessor has proposed an alternate area, "Exhibit C - New Proposed Area", to fully satisfy the requirements of the Lease in lieu of the original "Proposed Area" at no additional cost to the Government.

The Government accepts the area depicted by "Exhibit C - New Proposed Area" as the proposed location of the Lease under the following conditions:

a) The Lessor guarantees to perform all requirements of the Lease signed May 23, 2011, which includes providing full occupancy for [redacted] by January 21, 2013. If Lessor fails to provide occupancy by this date for any reason(s) other than (1) delay caused by the Government (Government's request for clarifications, feasibility studies, design studies, technical data, test results/outcomes, validation of tenant improvement costs, negotiation of tenant improvement costs, general due diligence and similar shall in no event be interpreted as a delay by the Government), or (2) force majeure (Non-cooperation by third parties in Lessor's performance of this Lease shall in no event be interpreted as force majeure), then the Lessor will be responsible to pay the Government a lump sum amount of \$745,852.45.

b) The Lessor shall obtain full approval from all necessary parties to relocate any existing tenants that occupy the area depicted by "Exhibit C - New Proposed Area" and provide for the Government to occupy that space. Such approvals shall be obtained no later than September 21, 2011.

All other 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 [redacted] LLC, A Delaware Limited Liability Company

BY [redacted] Vice President
(Title)

IN [redacted] (Address)
310 Golden Shore, Suite 300
LONG BEACH, CA 90802

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

[redacted]
Contracting Officer, Real Estate Acquisition Division