

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT No. 3	DATE <u>2/19/2013</u>
ADDRESS OF PREMISES: 3205 Lakewood Blvd, Long Beach, CA 90808-1733	TO LEASE NO. GS-09B-01939	

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

Whose address is: **14770 Firestone Boulevard, Suite 206
La Mirada, CA 90638**

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 issue a **Notice to Proceed** with construction; make a tenant improvement rental adjustment; incorporate and order Tenant Improvements; provide for payments/withholding related to delays; provide for payments of the tenant improvement costs; reassign responsibility for data distribution, and adjust the square footage.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

Paragraph 10 is hereby deleted in its entirety and substituted therefore. Paragraph 29, 30, 31, 32, 33, 34 and 35 are hereby added:

"10. Pursuant to SFO paragraph 3.3, the Government has elected not to amortize the entire Tenant Improvement Allowance. The Government shall pay the Lessor annual rent as follows:

Period (months)	Annual Shell Rent	Annual Operating Expense	Annual TI Reimbursement	Total Annual Rent	Total Monthly Rent
1 through 6	\$0.00	\$0.00	\$124,188.23	\$124,188.23	\$10,349.02
7 through 120	\$733,125.00	\$386,745.00	\$124,188.23	\$1,244,058.23	\$103,671.52
121 through 240	\$1,118,490.00	\$386,745.00	\$124,188.23	\$1,629,423.23	\$135,785.27

- Rent for a lesser period shall be prorated. Rent shall be payable to:

The Abbey Company
14770 Firestone Boulevard, Suite 206
La Mirada, CA 90638
(562) 435-2100"

Continued on Sheet 1

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

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

_____, A Delaware Limited Liability Company.

CEO

(Title)

14770 Firestone Blvd. Ste 206 La Mirada, CA
(Address)

General Services Administration, Public Buildings Service.

Contracting Officer
GSA, PBS, READ

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 3 TO LEASE #GS-09B-01939

"29. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$13,954,727.00, inclusive of all management and architectural fees.

Tenant Improvements:

- As shown on Construction Drawings "Delta 3" (including security-related sections) dated 9/18/2012.
- Government comment of "Delta 3" Construction Drawings (attached to this SLA).
- Cost includes low voltage cabling for data, telephone and security. This includes all [REDACTED]."

"30. Pursuant to Paragraph 25, the Government shall withhold \$745,852.45 from the payment of Tenant Improvements."

"31. The total cost for Tenant Improvements in the amount of \$13,954,727.00 exceeds the tenant improvement allowance of \$1,237,269.60, which will be amortized into the rental rate on the Beneficial Occupancy SLA. Pursuant to Paragraph 30 of this SLA, \$745,852.45 shall be withheld from the lump sum payment for Tenant Improvements by Government. The Government hereby orders the excess balance in the amount of \$11,971,604.95 to be paid via lump sum payment to the Lessor upon acceptance of the tenant improvements and space. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.10F of the Solicitation for Offers 6CA0133, incorporated and made a part of the lease, and all terms and conditions of the lease package.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$11,971,604.95, pursuant to Paragraph 32 herein: The Lessor hereby waives restoration as a result of all improvements."

"32. Upon completion and acceptance of Tenant Improvements the Lessor shall submit for payment, an original and one copy of the invoices. The original invoice, in the amount not to exceed \$11,971,604.95, shall be submitted after the acceptance of the space to:

GSA
Greater Southwest Finance Center 7BCP
PO Box 17181
Fort Worth, TX 76102

With a copy to:
GSA Real Estate Acquisition Division
Attn: Linda Luong
300 N. Los Angeles St., Ste 4100
Los Angeles, CA 90012

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

Continued on Sheet 2

LESSOR INITIAL: AL
GOV'T INITIAL: ML

SHEET NO. 2 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 3 TO LEASE #GS-09B-01939

"33. Data Distribution – Tenant Improvement Information:

The **LESSOR** shall be responsible for purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations shall be in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the Tenant Improvement Allowance outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot horizontal distance of any single drop. (This paragraph supersedes SFO Paragraph 8.15)."

"34. The Lessor's final design of the Government-demised space has yielded an additional 3,000 ABOA square feet in order to adequately satisfy the requirements of the lease. The Lessor shall provide this space at no additional cost to the Government for the duration of the lease and/or occupancy, whichever is longer. There is no net change to rent caused by the free space."

"35. Lessor's Change of Address

The Lessor has changed its address. The new address for the purpose of administration and management of this lease is **14770 Firestone Boulevard, Suite 206, La Mirada, CA 90638**. It is the Lessor's responsibility to ensure that all GSA financial systems and databases, such as CCR/SAM, reflect this new change."

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

LESSOR INITIAL: AS
GOV'T INITIAL: CP