

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 3</b>
	<b>TO LEASE NO. GS-09B-02992</b>
<b>ADDRESS OF PREMISES:</b> 4811 AIRPORT PLAZA DRIVE, LONG BEACH, CA 90815-1263	<b>PDN Number:</b> PS0028124 & <u>PS0028796</u>

**THIS AGREEMENT**, made and entered into this date by and between 4811 AIRPORT PLAZA, LLC whose address is 4811 AIRPORT PLAZA DRIVE, SUITE 300, LONG BEACH, CA 90815-1263 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 memorialize the Beneficial Occupancy date, revise the lease term and amend Lump Sum payment amount,

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

**"LEASE TERM:**

To Have and To Hold the said Premises with its appurtenances for the term beginning March 21, 2014 through March 20, 2029 and continuing for a period of 15 Years, 12 Years Firm, subject to termination and renewal rights as may be hereinafter set forth "

**"CONSTRUCTION CLAIM RELEASE:**

The firm term of this lease is changed to 12 years as a resolution to Lessor claims. The Lessor hereby releases the Government of any and all known claims, as well as any future claims discovered after the execution of this amendment, relating to this lease build out "

**"LUMP SUM PAYMENT:**

Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy for each of the invoices Total Invoices, in the amount not to exceed ~~\$658,223.10~~, to be submitted in two separate invoices:

- Invoice # 1 the amount of \$560,936.90 under PS # PS0028124, and
- Invoice # 2 in the amount of \$95,663.46 under PS # PS0028796

*if \$656,600.36*

Original Invoices shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
P O BOX 17181  
Fort Worth, TX 76102

This Lease Amendment contains 2 pages

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 below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: PRESIDENT  
Entity Name: 4811 AIRPORT PLAZA, LLC  
Date: 4/17/14

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
Entity: GSA, Public Buildings Service  
Date: 4/18/14

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: SVP  
Date: 4/17/14

Alternatively, the Lessor may submit the Invoice electronically, via GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the Invoices shall be simultaneously submitted to the Leasing Specialist at: [lalaine.flores@gsa.gov](mailto:lalaine.flores@gsa.gov) or

GSA, Real Estate Acquisition Division  
ATTN: Lalaine Flores  
50 United Nations Plaza, 2nd Floor, Rm. 2265  
San Francisco, CA 94102-3434

A proper invoice must include the following:

Invoice Date  
Name of the Lessor shown on the Lease  
Lease contract number, building address and a description, price and quantity of the items delivered  
Annotation of GSA PS Number \_\_\_\_\_

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

INITIALS.      &       
LESSOR GOVT