

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE 3/22/12
TO SUBLEASE NO. GS-02B-23750		
ADDRESS OF PREMISES Building 75, JFK Airport, Jamaica, NY 11430		
<p>THIS AGREEMENT made and entered into this date by and between Prologis, L.P.</p> <p>whose address is Prologis Cargo Center at Building 77 JFK International Airport Jamaica, NY 11430-1888</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Sublease to (1) change the Lessor name; (2) establish the commencement date of the Sublease; (3) confirm the cost of tenant improvements; (4) establish the annual rental.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Sublease is amended, as follows:</p> <p style="text-align: center;">SEE ATTACHED</p> <p>All other terms and conditions of the Sublease shall remain in full force and in effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR: Prologis, L.P., by Prologis Inc.</p> <p>BY  _____</p> <p style="margin-left: 350px;"><i>Stephen Lueck, SVP</i> _____</p> <p style="margin-left: 350px;">(Title)</p> <p>IN PRESENCE OF</p> <p> _____</p> <p> _____</p> <p> _____</p> <p style="margin-left: 350px;">AMERICA, GENERAL SERVICES ADMINISTRATION</p> <p>_____ Contracting Officer _____</p> <p style="margin-left: 150px;">(Signature) (Official Title)</p>		

SUPPLEMENTAL LEASE AGREEMENT NO. 1
GS-02B-23750

1. The Lessor's name has changed from AMB Property Corp. to Prologis, L.P. as per the Articles of Merger attached hereto as Exhibit A.
2. The term of the Sublease shall commence on **March 1, 2012** and shall continue through **June 30, 2013**, subject to the termination rights set forth in Paragraph 3 of the SF-2 section of the Sublease.
3. As per the official Notice to Proceed, dated August 5, 2011, attached hereto as Exhibit B, the Lessor and the Government have mutually agreed that the cost of the tenant improvements (TI), not including change orders is **\$397,222.84**. This amount is **\$292,322.51** over the total TI allowance of **\$104,900.33**. The amount of **\$104,900.33** has been amortized into the rental rate over the firm term of the Sublease as set forth in Paragraph 2 of this SLA. The balance of the TI costs will be paid via lump sum payment upon completion and acceptance thereof by the Government.
4. Paragraph 2 of the SF-2 section of the Sublease is hereby deleted and replaced with the following:

The Government shall pay the Lessor annual rental, as part of a fully-serviced Sublease, as follows:

From March 1, 2012 through June 30, 2013, a total annual rental of **\$471,768.94** at the rate of **\$39,314.08** per month in arrears (**\$58.19/RSF** per annum); which includes **\$82,632.94** per annum for the amortization of the Lessor's contribution to the TI cost.

From July 1, 2013 through the remainder of the Sublease term, a total annual rental of **\$410,133.13** at the rate of **\$34,177.76** per month in arrears (**\$50.59/RSF** per annum).

This annual rental shall be subject to adjustment as set forth in Paragraphs 10 and 11 of the Rider to Sublease and Paragraphs 2.2 and 2.3 of the SFO section of the Sublease.

The annual rental includes the cost for fourteen (14) designated, on-site, surface parking spaces.

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

Prologis, L.P.
JFK International Airport
Jamaica, NY 11430-1888

5. Rider to Sublease Paragraph 6 is hereby deleted and replaced with the following:



Lessor



& Gov't

The Sublessor agrees to contribute an allowance for tenant improvements (TI) in the total amount of \$104,900.33 (1,730 ABOASF x \$60.636030 per ABOASF for Suite 213). Such contribution has been included as part of the rental consideration set forth in SF-2 Paragraph 2. This amount shall be amortized into the rent from Sublease commencement through June 30, 2013 at an interest rate of 7%. The total annual cost of tenant improvements for the amortization period shall be \$82,632.94. This annual cost reflects the Sublease commencement date of March 1, 2012 specifically set forth in this Supplemental Sublease Agreement.

If the actual cost of constructing the tenant improvements is less than the maximum tenant improvement allowance, the rental rate will be reduced to reflect the actual cost which will be amortized into the annual rental from Sublease commencement through June 30, 2013, at an interest rate of 7% and such adjusted amount shall constitute the annual tenant improvement rental. If the actual cost of constructing the tenant improvements exceeds \$104,900.33, then the Government shall have the option to either (i) pay the Sublessor the difference between \$104,900.33 and the total TI cost in a one-time lump sum payment upon substantial completion of the TI, acceptance thereof by the Government, and submission of a proper invoice by the Sublessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above or (iii) reduce the tenant improvement requirements.

Notwithstanding the forgoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Sublease and Government acceptance of the space as satisfactorily completed, to make a one-time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. Such additional payment or rental reduction, if applicable, will be more specifically set forth in a Supplemental Lease Agreement.


Lessor


& Gov't