

Lease Amendment Number 01

Lease Number:

GS-09B-02992

Date:

8/23/13

ADDRESS OF PREMISES 4811 Airport Plaza Dr., Long Beach, CA 90815

THIS AGREEMENT, made and entered into this date by and between: 4811 Airport Plaza, LLC

whose address is:

4811 Airport Plaza Dr.,

Suite 300

Long Beach, CA 90815

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; incorporate and order Tenant Improvements; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

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

Paragraph 1.03 is hereby deleted in its entirety and replaced with the following. Paragraphs 1.13 to 1.15 are hereby added. Exhibit G is hereby added.

"1.03. RENT AND OTHER CONSIDERATION

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | YEARS 1 TO 5 | | YEARS 6 TO 10 | | YEARS 11; TO 15 | |
|----------------------------|----------------|--------------------|----------------|--------------------|-----------------|--------------------|
| | ANNUAL RENT | ANNUAL RATE/RSF | ANNUAL RENT | ANNUAL RATE/RSF | ANNUAL RENT | ANNUAL RATE/RSF |
| SHELL RENT | \$442,155.00 | \$19.86 | \$508,947.00 | \$22.86 | \$501,607.92 | \$22.53 |
| BUILDING SPECIFIC SECURITY | \$ 0.00 | \$0.00 | \$ 0.00 | \$0.00 | \$0.00 | \$0.00 |
| OPERATING COSTS | \$ 179,670.48 | \$8.07 | \$ 179,670.48 | \$8.07 | \$179,670.48 | 8.07 |
| TOTAL ANNUAL RENT | \$621,825.48 | \$27.93 | \$688,617.48 | \$30.93 | \$681,278.40 | \$30.60 |

¹The Building Specific Security is amortized at a rate of 8 percent per annum over 10 years.

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| Lesson 4811 Airmont Blaze LLC By | ibscribed their names as of the above date. | |
|-----------------------------------|---|--|
| In Presence of | (Title) | |
| (Signature) | (Address) | |
| Ţ | Buildings Service. | |

ohnson acting Officer

³Rates may be rounded.



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- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 22,264 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.
- F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - 1. The leasehold interest in the Property described in "Paragraph 1.01, The Premises" created herein;
 - 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 - 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
 - 4. All services, utilities, maintenance required for the proper operation of the Property, the Building, and the leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease.
- G. Secured parking shall be provided at a rate of \$0.00 per parking space per month (Structure)."

"1.13. NOTICE TO PROCEED

Following a Government review of the submitted cost proposals, the Government has determined that the bid submitted for the Tenant Improvements, as identified herein as Exhibit "G", is fair and reasonable and a Notice to Proceed is hereby issued at a total cost not to exceed \$1,697,779.49 inclusive of all management and architectural fees.

- "1.14. The total cost for Tenant Improvements and Building Specific Security in the amount of \$1,697,779.49 exceeds the tenant improvement allowance of \$1,136,842.58 (51.06192/ABOASF), which was given to the Government at no cost. The Government hereby orders the excess balance in the amount of \$560,936.91. The Lessor shall construct all Tenant Improvements in accordance with 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 \$560,936.91 pursuant to Paragraph 1.15, herein. The Lessor hereby waives restoration as a result of all improvements."
- "1.15. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount not to exceed \$560,936.91 shall be submitted to:

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

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

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:

INITIALS /

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GSA, Real Estate Division Attention: Eric Johnson 450 Golden Gate 3rd Floor East San Francisco, CA 94102

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."

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

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