

30102

FIRST AMENDMENT TO LEASE NO. 30102

This FIRST AMENDMENT TO LEASE NO. 30102 (this "Amendment") is entered into by and between **AP-LONG BEACH AIRPORT LLC**, a Delaware limited liability company ("**Lessor**"), and **THE CITY OF LONG BEACH**, a municipal corporation ("**Lessee**"), as of September 21, 2011, pursuant to a minute order adopted by the City Council of Long Beach on September 20, 2011, with reference to the following recitals of facts:

A. Lessor and Lessee are parties to that certain Standard Industrial/Commercial Single-Tenant Lease -- Net dated as of May 17, 2007, as amended by that certain Notice of Lease Term Dates dated as of January 24, 2008 (collectively, the "**Lease**"), whereby Lessee leases from Lessor a total of 114,553 square feet of space located at 3205 Lakewood Boulevard, Long Beach, California (the "**Original Premises**"), as is more fully described in the Lease.

B. Lessor and Lessee now desire to modify the leased premises and to (i) arrange for Lessee to return to Lessor a portion of the warehouse space of the Original Premises in exchange for a greater portion of the hangar space of the Building, and (ii) expand the Original Premises to include approximately 14,318 additional square feet of space, and to otherwise amend the Lease as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties hereto hereby agree as follows:

1. **CAPITALIZED TERMS.** Unless otherwise expressly provided in this Amendment, initially capitalized terms used in this Amendment shall have the meanings assigned in the Lease.

2. **RELOCATION AND EXPANSION OF THE ORIGINAL PREMISES.**

(a) The Expansion Space. Beginning on the date that Lessor finally delivers the entire Expansion Space (as hereinafter defined) to Lessee with the RER Tenant Improvements (as hereinafter defined) substantially completed (which date shall be referred to herein as the "**Expansion Date**"), the "Premises" leased by Lessee under the Lease shall be deemed to include the following additional space in the hangar portion of the Project (the "**Hangar**"): (i) approximately 33,427 square feet of space on the east side of the Hangar (the "**PD/FD Hangar Expansion Space**") and adjacent to the Reconstruction Space (as defined below); and (ii) approximately 15,300 square feet of space at the west end of the hangar (the "**Aviation Division Hangar Space**"), each as more particularly shown on Exhibit "A" attached hereto and referred to herein together as the "**Expansion Space**".

The Expansion Space shall be leased to Lessee for the remaining Term of the Lease. The parties anticipate the Expansion Date shall occur on or about December 1, 2011. Lessee's use and occupancy of the Expansion Space shall be subject to all of the

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terms and conditions contained in the Lease applicable to the Original Premises, except as otherwise provided herein. From and after the Expansion Date, any and all applicable references in the Lease to the "Premises" shall include the Expansion Space, and the "Premises" shall be deemed to contain those portions of the Project shown on Exhibit "A-1" attached hereto, with a total area of approximately 128,871 rentable square feet. The additional increase of 14,318 rentable square feet in the Premises from the Original Premises shall be leased to Lessee by Lessor free of charge to Lessee for the remaining Term of the Lease.

Lessor and Lessee hereby acknowledge and agree that Lessor shall deliver the Expansion Space in stages, as follows: (1) Lessor shall first complete the applicable RER Tenant Improvements in the Aviation Division Hangar Space and deliver such space to Lessee so that Lessee can relocate its helicopters to the Aviation Division Hangar Space and commence operations therefrom; thereafter (2) Lessor shall complete the applicable RER Tenant Improvements in the PD/FD Hangar Expansion Space, and in the adjacent portion of the Hangar that is already included as part of the Premises as of the date of this Amendment (the "**Reconstruction A Space**" as more particularly shown on Exhibit "A"). The Parties further acknowledge and agree that each time a portion of the Expansion Space is delivered to Lessee, the Parties or their authorized agents shall, within ten (10) business days of the date of such delivery, execute and deliver a written notice identifying the portion of the Expansion Space just delivered to Lessee.

If Lessor cannot deliver possession of the entire Expansion Space to Lessee on or before December 1, 2011 with the RER Tenant Improvements substantially completed, neither this Amendment nor the Lease will be void or voidable, nor will Lessor be liable to Lessee for any loss or damage resulting from such delay, but in such event, the Expansion Date will not occur until Lessor delivers possession to Lessee with the RER Tenant Improvements substantially completed. If the Expansion Date is a date other than December 1, 2011, Lessor shall send Lessee notice of the occurrence of the Expansion Date, which notice Lessee or Lessee's Construction Agents (as defined in Paragraph 3 below) shall acknowledge by executing a copy of the notice and returning it to Lessor. If Lessee fails to sign and return the notice to Lessor within ten (10) business days of receipt of the notice, the notice as sent by Lessor shall be deemed to have correctly set forth the information contained therein.

(b) Surrender of the Contraction Space. On or before the date that is seven (7) business days after the date that Lessor delivers the PD/FD Hangar Expansion Space to Lessee with the RER Tenant Improvements substantially completed (which date, once determined, shall be deemed the "**Return Date**"), and subject to the satisfaction of all of the conditions below, Lessee shall surrender to Lessor that portion of the Original Premises currently used for the warehousing of SWAT vehicles and fire trucks, as is more particularly shown on Exhibit "A" attached hereto (the "**Contraction Space**"). The Contraction Space is agreed by the parties to contain approximately **34,409** square feet of space. Lessee shall vacate and surrender the applicable portions of the Contraction Space to Lessor, in the condition required under the Lease regarding the removal of Lessee's personal property. If Lessee fails to remove any of its personal property from the Contraction Space before the Return Date, then Lessee shall be deemed to have released Lessor from any and all liability that might arise from Lessor's removal and disposal of Lessee's personal

property and/or equipment that is left in the Contraction Space. Notwithstanding the foregoing, the portion of the Contraction Space containing the telecommunications equipment room, the PD locker room and both the Men's and Women's bunk rooms may continue to be used by Lessee until Contractor (as defined in Paragraph 3 below) informs Lessee that Contractor (or its subcontractor) is ready to relocate the telecommunications equipment room, lockers and bunk rooms in the Contraction Space into the "Reconstruction B Space" (as more particularly shown on Exhibit "A"). The portion of the RER Tenant Improvements (as defined in Paragraph 3 below) involving the relocation of the telecommunications equipment room, the lockers and the bunk rooms shall be managed by Lessor and Contractor so as to reasonably limit the number of days in which Lessee shall not have the use of these areas.

(c) Effect of Changes to the Premises. It is specifically acknowledged and agreed that the changes to the Premises leased from Lessor by Lessee that are contemplated in this Amendment will not affect (i) the schedule of Base Rent payable by Lessee under the Lease (which schedule shall remain as set forth in the Notice of Lease Term Dates notwithstanding the total number of square feet leased by Lessee following the Return Date and/or the Expansion Date), or (ii) Lessee's Percentage Share (which shall remain 56% notwithstanding the total number of square feet leased by Lessee following the Return Date and/or the Expansion Date).

3. **RELOCATION, EXPANSION & RECONSTRUCTION TENANT IMPROVEMENTS.** As incentive for execution of this Amendment, Lessor has agreed to construct, at its sole cost and expense, certain tenant improvements in connection with the relocation, expansion and reconstruction of the Premises (the "RER Tenant Improvements") within the Expansion Space and the Reconstruction Spaces, each as more specifically described in the space plans attached hereto as Exhibit "B" and the scope of work/construction timeline attached hereto as Exhibit "B-1", (together, the "RER Plans"). All construction drawings and specifications related to the RER Tenant Improvements shall be deemed part of the RER Plans. Lessor will construct the RER Tenant Improvements utilizing standard quantities of building standard materials in accordance with the RER Plans.

(a) Construction Schedule and Procedures. As soon as reasonably possible following the execution and delivery of this Amendment, Lessor shall instruct the general contractor hired by Lessor (the "Contractor") to build the RER Tenant Improvements indicated on the RER Plans as soon thereafter as reasonably possible, consistent with industry custom and procedure, and within the time line and schedule set forth in the RER Plans. Commencing upon the mutual execution and delivery of this Amendment, the Contractor and Lessor's agents shall hold periodic meetings with Lessee's Construction Agents (as defined below) regarding the progress of the construction of the RER Tenant Improvements. Such meetings shall be held at a reasonable time and with frequency determined by Lessor and Lessee, and held on site at the Premises. If the Contractor determines that the RER Leasehold Improvements cannot be constructed in accordance with the RER Plans, then Lessor shall promptly contact Lessee in order to discuss feasible alternatives for Lessee. Upon Lessor's request, certain additional agents of Lessee shall attend such meetings, as available.

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(b) Change Orders. If Lessee requests any changes to the RER Plans, Lessor shall not unreasonably withhold its consent to any such changes, provided the changes do not adversely affect (i) the Building's structure, (ii) the Building's systems or equipment, (iii) the Building's appearance or value, (iv) the Contractor's ability to complete the RER Tenant Improvements within the construction timeline parameters set forth in the RER Plans, or (v) the cost of constructing the RER Tenant Improvements shown on the RER Plans. Whenever possible and practical, Lessor will utilize, for the construction of the RER Tenant Improvements, the items and materials designated in the RER Plans; provided, however, that whenever Lessor reasonably determines in its judgment that it is not practical or efficient to use such materials, Lessor shall have the right to substitute comparable items and materials or of better quality if no such comparable item exists or is readily obtainable; at no time shall Lessee be required to accept an inferior substitute.

(c) Entry by Lessee and Its Agents.

(1) Except as hereinafter provided, Lessee shall not enter the areas of the Expansion Space under construction during the performance of the RER Tenant Improvements. Lessee hereby designates the Chief of Police and the Fire Chief, or their respective designees, as its authorized agents ("**Lessee's Construction Agents**") for the purpose of submitting to Lessor and authorizing any Change Orders and for the purpose of consulting with Lessor as to any and all aspects of the RER Tenant Improvements. Lessee's Construction Agents shall have the right to inspect the areas of the Expansion Space under construction during the course of the RER Tenant Improvements provided Lessee's Construction Agents shall make a prior appointment with Lessor and/or its contractor at a mutually convenient time.

(2) If Lessee enters upon the areas of the Expansion Space under construction prior to the completion of the RER Tenant Improvements, Lessee shall indemnify and save Lessor harmless from and against any and all losses arising from or claimed to arise as a result of (i) any act, neglect, or failure to act of Lessee, or its agents, employees, representatives, or invitees, or (ii) any other reason whatsoever arising out of Lessee's entry upon the areas of the Expansion Space under construction.

(d) Substantial Completion.

(1) Definition. The term "**substantial completion**" (or any derivatives thereof) means that Lessor has, as certified by Lessor's architect, completed all of the RER Tenant Improvements, notwithstanding the fact that minor details of construction, mechanical adjustments or decoration which do not materially interfere with Lessee's use of the Expansion Space remain to be performed (items normally referred to as "**punch-list**" items), and Lessor has obtained a Temporary Certificate of Occupancy from the City's Department of Development Services. The Expansion Space shall be deemed substantially complete, even though Lessee's equipment or other personal property have not been installed, the purchase and installation of which shall be Lessee's sole responsibility. Subject to the correction by Lessor of the punch-list items, Lessee shall be obligated to accept the Expansion Space at such time as the Expansion Space is delivered to Lessee substantially complete.

(2) Punch-List Items. Concurrently with Lessor's delivery of the Expansion Space to Lessee, Lessee and Lessor shall conduct an inspection of the Premises or portion thereof that is then being delivered to Lessee, and Lessee shall provide Lessor with a written list of all defects, discrepancies and incomplete items of construction. Lessor shall cause such items to be corrected within ten (10) business days or as soon thereafter as reasonably possible. Notwithstanding the above, all punch list items shall be completed by Lessor within thirty (30) days after the date that each phase of the Expansion Space has been delivered to Lessee with the applicable RER Tenant Improvements substantially completed.

(3) Contractor's Warranties and Guaranties. Lessor hereby assigns to Lessee all warranties and guaranties by the Contractor relating to the RER Tenant Improvements, and except if caused by the negligence or intentional misconduct of Lessor, Lessee hereby waives all claims against Lessor relating to, or arising out of the construction of, the RER Tenant Improvements.

(e) IT Vendor Contract. Contractor shall enter into a contract with a vendor approved by Lessee, for the relocation and reinstallation of Lessee's computer hardware in the new server room that will be constructed by the Contractor as part of the RER Tenant Improvements in the locations identified in the RER Plans. The scope and costs of the work to be performed under this contract shall be limited to those set forth on the proposal attached to this Amendment as Exhibit "F", and Lessee shall be responsible for any costs in connection with the relocation of its server room hardware which exceed the total cost of the proposal to be attached hereto as Exhibit "F".

(f) Indemnification of Lessee. In connection with the construction of the RER Tenant Improvements, Lessor hereby indemnifies and holds Lessee harmless with respect to any and all costs, losses, damages, fines, claims or liabilities related to any act or omission of Lessor or the Contractor, or anyone employed by any of them, or in connection with any non-compliance with applicable laws.

4. PARKING.

(a) City of Long Beach (CLB) Exclusive Parking Area I. Upon and following the Expansion Date, Lessee shall have the exclusive right to park vehicles in that portion of the Project identified as the "CLB Parking Area I" on Exhibit "C" attached hereto. Lessor shall, as part of the RER Tenant Improvements, arrange for the relocation of the security gate in order to demise and secure the CLB Parking Area I, in accordance with Exhibit "C".

(b) CLB Exclusive Parking Area II. Upon and following the Expansion Date, Lessee shall have the exclusive right to the ten (10) parking stalls located behind the north end of the Aviation Division Hangar Space, in the location specifically identified as the "CLB Parking Area II" on Exhibit "C" attached hereto.

(c) CLB Exclusive Parking Area III. Upon and following the Expansion Date, Lessee shall have the exclusive right to the twelve (12) parking stalls located behind the north end of the PD/FD Hangar Expansion Space, in the location specifically identified as the "CLB Parking Area III" on Exhibit "C" attached hereto.

(d) Lessee's Employee & Guest Parking. As of the date of this Amendment, Lessee shall be entitled to use up to 186 parking spaces in the portion of the Project parking areas identified on Exhibit "C" attached hereto as the "*Main Parking Area*". Except as specifically set forth in this subparagraph (d) and in subparagraphs (a), (b) and (c) of this Paragraph 4, Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, supplier, contractors, agents or invitees to be loaded, unloaded, or parked in any other of the parking areas of the Project.

(e) General Parking Provisions. Lessor may assign any unreserved and unassigned parking privileges and/or make all or a portion of such privileges reserved within the "*Future Reserved Parking Area*" as depicted on Exhibit "C", if it determines in its sole discretion that it is necessary or desirable for orderly and efficient parking. Lessee shall not use more parking privileges than it is allocated. Lessee shall not use any spaces which have been specifically assigned by Lessor to other tenant's or for such other uses as visitor parking. Lessee shall comply with (and cause its agents, contractors, employees and invitees to comply with) such parking rules and regulations (including reasonable modifications thereof and additions thereto) as Lessor may from time to time make, and which Lessor shall enforce for the benefit of all tenants of the Project. Lessor shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Project.

5. HELICOPTER ACCESS AND USE.

(a) Aviation Hangar Space. As part of the RER Tenant Improvements in the Aviation Division Hangar Space, Lessor shall construct a demising wall to separate the Aviation Division Hangar Space from the balance of the Hangar, and two (2) access doors on the west side of the Hangar (as identified in the RER Plans) that will accommodate Lessee's current "A-Star" helicopters. Following the delivery of the Aviation Division Hangar Space to Lessee, Lessee shall not use or access any portion of the Hangar (other than its Premises) for any reason other than an emergency, whether or not such space is leased to another tenant.

(b) Hangar Apron Area. While the balance of the Hangar is not leased to another tenant, Lessee shall be permitted to use the portion of the apron in front of the Hangar for the take-off, fueling, and landing of Lessee's helicopters. If Lessor leases space in the Hangar to a tenant or tenants whose primary use of the Hangar is a non-aviation use, then Lessor shall have the right upon prior written notice to Lessee and upon the obtainment of applicable permits and approval from required agencies, to (1) convert the portion of the apron in front of such tenant(s) leased space in the Hangar to a parking area to be used exclusively by such new tenant(s), (2) install a security gate separating such parking area from the remainder of the apron, and (3) require Lessee to utilize that portion of the Project identified as the "*Helicopter Landing & Take-Off Area*" on Exhibit "D" attached hereto for the take-off, fueling, and landing of Lessee's helicopters, provided that Lessor first grades such area so that it is reasonably safe for the use of Lessee's helicopters. In no event shall the Helicopter Landing & Take-Off Area measure less than 167 feet by 145 feet.

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If Lessor leases space in the Hangar to a tenant or tenants whose primary use of the Hangar is aviation related, then the apron of the Hangar will be used as a community hangar apron and Lessee shall use that portion of the Project identified as the "*Community Hangar Apron Area*" on Exhibit "E" attached hereto for the take-off, fueling and landing of Lessee's helicopters, subject to Lessor's reasonable rules and regulations pertaining to the efficient and safe shared use of such area.

(c) Deleted Provision. As of the date that Lessor delivers the Aviation Hangar Space to Lessee with the applicable RER Tenant Improvements substantially completed, Paragraph 56 of the Addendum to Lease shall be deemed deleted and superseded by this Paragraph 5.

6. **FUEL TANK**. Lessee shall have the exclusive right to use and operate the existing Jet-A twenty-thousand gallon fuel tank located at the southwest corner of the apron immediately adjacent to the Hangar (the "**Fuel Tank**"). Following the execution and delivery of this Amendment, Lessor shall, at its sole cost and expense, apply to all applicable agencies for all certifications necessary for the Fuel Tank and associated fuel dispensing units so that the Fuel Tank is in a "ready-to-use" state and the dispenser is configured to dispense fuel using a nozzle configuration that is compatible with over the wing fueling of light fixed wing or helicopters. Lessor represents and warrants that as soon as is commercially reasonable following the execution and delivery of this Amendment, the Fuel Tank and all related fuel-dispensing equipment shall be fully operational and in good operating condition. Lessee shall be responsible at Lessee's sole cost to, thereafter, maintain and operate the Fuel Tank and all related equipment in accordance with the manufacturer's recommendations and requirements, and in strict compliance with all applicable laws, and the insurance provisions of the Lease.

7. **LESSOR'S REPAIR AND MAINTENANCE OBLIGATIONS**. As of the date of this Amendment, Addendum Section 7.2 of the Lease is deleted in its entirety, and the following is deemed inserted into its place thereof:

7.2 Lessor's Obligations (Continued). For the first ten (10) years of the Lease term, Lessor shall, at its sole cost and expense except as otherwise provided herein, be solely responsible for the costs and expenses associated with Capital Repairs (as defined below) and replacements of (1) the structural portions of the roof, (2) the structural portions of bearing and exterior walls, and (3) the foundation (collectively, the "**Structural Elements**") of the Building, (a) the basic plumbing, (b) HVAC, (c) fire suppression, (d) elevators and (e) electrical systems installed or furnished by Lessor (collectively, the "**Building Systems**"), and, roof and surface parking areas. The Parties acknowledge and agree that during the 10-year period beginning on the first day of the 11th year of the Lease term and ending on the last day of the 20th year of the Lease term, Lessor shall continue to be responsible for the performance of the work in connection with the Capital Repair and replacement of the Structural Elements of the Building, Building Systems, roof and surface parking area, but Lessee shall reimburse Lessor for one-half of all costs incurred by Lessor in connection with the Capital Repair and replacement of such elements; such amounts shall be due within thirty (30) days after Lessor submits a written demand for same accompanied by the receipts, invoices or other supporting

documentation showing the amounts so expended by Lessor. The Parties further acknowledge and agree that beginning on the first day of the 21st year of the Lease term and then through the remaining Term of the Lease (as the same may be extended), Lessee shall, at its sole cost and expense, be solely responsible for the Capital Repair and replacement of the Structural Elements of the Building, Building Systems, roof and surface parking areas. The foregoing notwithstanding, if during the first 20 years of the Lease term, the Capital Repair or replacement of any portion of the Building or Project is necessitated in whole or part by the act, neglect, fault or omission of Lessee, its agents, servants, employees or invitees; in such event, Lessee shall be solely responsible for the costs of such Capital Repair or replacement. As used herein a "Capital Repair" shall be any repair to the Structural Elements or Building Systems of the Building that exceeds fifty percent (50%) of the cost of replacing such item; costs associated with any repairs that Lessor is required to perform under the terms of this Lease which do not qualify as a Capital Repair shall be deemed a Project Operating Expense in accordance with Addendum Section 4.4.

The foregoing notwithstanding, Lessor shall not be liable for any failure to make any Capital Repairs or any replacements unless such failure persists for an unreasonable time after written notice of the need for such work is given to Lessor by Lessee. Except as otherwise provided in this Lease, there shall be no abatement of Rent and no liability of Lessor by reason of any injury to or interference with Lessee's operations arising from the making of any required Capital Repair or replacement work in connection with any portion of the Project, Building or Premises, or in or to the fixtures, appurtenances and equipment therein.

If Lessor elects to perform any voluntary (i.e. not otherwise required by the terms of this Lease or applicable laws) alterations or improvements to the Project, Building or Premises, then during the period of such renovation/improvement work, Lessor shall exercise commercially reasonable efforts to minimize interference with or disruption of Lessee's operations at the Premises. If Lessor's voluntary renovation/improvement work materially interferes with Lessee's use of the Premises and such interference causes a material adverse impact on Lessee's operations at the Premises and such impact continues beyond a period of forty-eight (48) consecutive hours, Lessee shall be entitled to an equitable abatement of Rent for the period of time as the interference continues past such 48-hour period, prorated by the percentage of the Premises that the Parties reasonably determine is subject to such material interference. Lessor shall not be obligated to repair or replace any part of the Premises, Building or Project that is damaged by the act, neglect, fault or omission of Lessee, its agents, servants, employees or invitees. If circumstances related to Lessee's use of the Premises require that any work required in connection with Lessor's obligations under this Paragraph 7.2 be commenced and completed in a period of time that is shorter than that which would otherwise be applicable to such obligations pursuant to the terms of this Lease, then Lessee shall have the right to elect to perform, at its sole cost and expense, any such work, provided that (i) Lessee must first provide Lessor with reasonable, prior written notice of such election, and (ii) Lessor shall have the right to approve (which will not be unreasonably withheld) any such work and/or the proposed contractors.

8. LESSOR'S LEASE WITH THE UNITED STATES GOVERNMENT; EFFECT OF THIS AMENDMENT. Lessor and Lessee hereby acknowledge that the transactions contemplated by this Amendment are necessitated by a lease agreement between Lessor and the United States Government (the "Government"), whereby the Government intends to let a portion of the Project as a location for field offices of the U.S. Customs & Border Protection Bureau. Lessor and Lessee further acknowledge that Lessor's lease agreement with the Government provides that the Government shall have the right to terminate the lease in the event that this Amendment is not approved by the Long Beach Council on or before September 20, 2011. Accordingly, Lessor and Lessee hereby acknowledge and agree that this Amendment is conditioned upon (a) the timely approval of this Amendment by the Long Beach City Council, and (b) the Government's acceptance of such approval and its waiver of its right to terminate its lease with Lessor based on the failure to timely deliver such approval. It is further acknowledged and agreed by Lessor and Lessee that the respective rights and obligations of Lessor and Lessee under this Lease which were established prior to the date of this Amendment shall not be affected by a failure of any condition to the covenants and agreements herein regarding the expansion, relocation, and reconfiguration of the Premises.

9. MISCELLANEOUS PROVISIONS.

a. Entire Agreement. This Amendment represents the entire agreement among the parties with respect to the matters contained in this Amendment and supersedes any prior negotiations, representations, or agreements, whether written or oral, with respect to the Amendment. This Amendment may be amended, modified, or altered only by written instrument, signed by Lessor and Lessee.

b. Inconsistencies; Effect of Amendment. Except as modified or amended herein, each and all of the terms, covenants and conditions of the Lease are hereby acknowledged and confirmed and remain in full force and effect. If there are any inconsistencies between this Amendment and the Lease with respect to the provisions of this Amendment, the provisions of the Amendment shall prevail.

c. Legal Advice; Neutral Interpretation; Headings. Each party has received independent legal advice from their attorneys with respect to the advisability of executing this Amendment and the meaning of the provisions hereof. The provisions of this Amendment shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Amendment are for convenience of reference only and shall not be used in construing this Amendment.

d. Severability. If any term, covenant, condition or provision of this Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

e. Submission of Agreement. The submission of this Amendment to Lessee, Lessee's agent or attorney for review or signature does not constitute an offer to Lessee. This Amendment shall have no binding force or effect until its execution and delivery by both Lessor and Lessee.

f. Estoppel Certificate. If requested by Lessor, Lessee agrees to execute an estoppel certificate reflecting the terms of the Lease (as amended herein) in a form as may be required by Lessor's lender.

g. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Amendment attached thereto.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS HEREOF, the parties have executed this Amendment on the date first written above.

LESSEE:

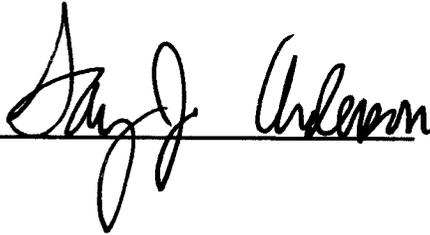
THE CITY OF LONG BEACH, a municipal corporation

9.30, 2011

By:  Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

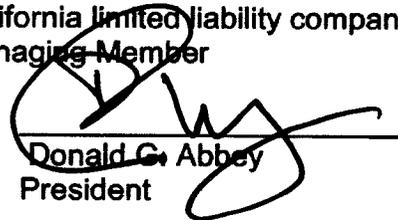
The foregoing Lease is hereby approved as to form this 27 day of Sept., 2011

By: 

LESSOR:

AP-LONG BEACH AIRPORT LLC, a Delaware limited liability company

By: Abbey-Properties II LLC, a California limited liability company
Its: Managing Member

By: 
Donald G. Abbey
Its: President

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EXHIBIT "A"

The Contraction Space & the Expansion Space

[see attached]

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EXHIBIT "A-1"

The Premises (after the Expansion Date)

[see attached]

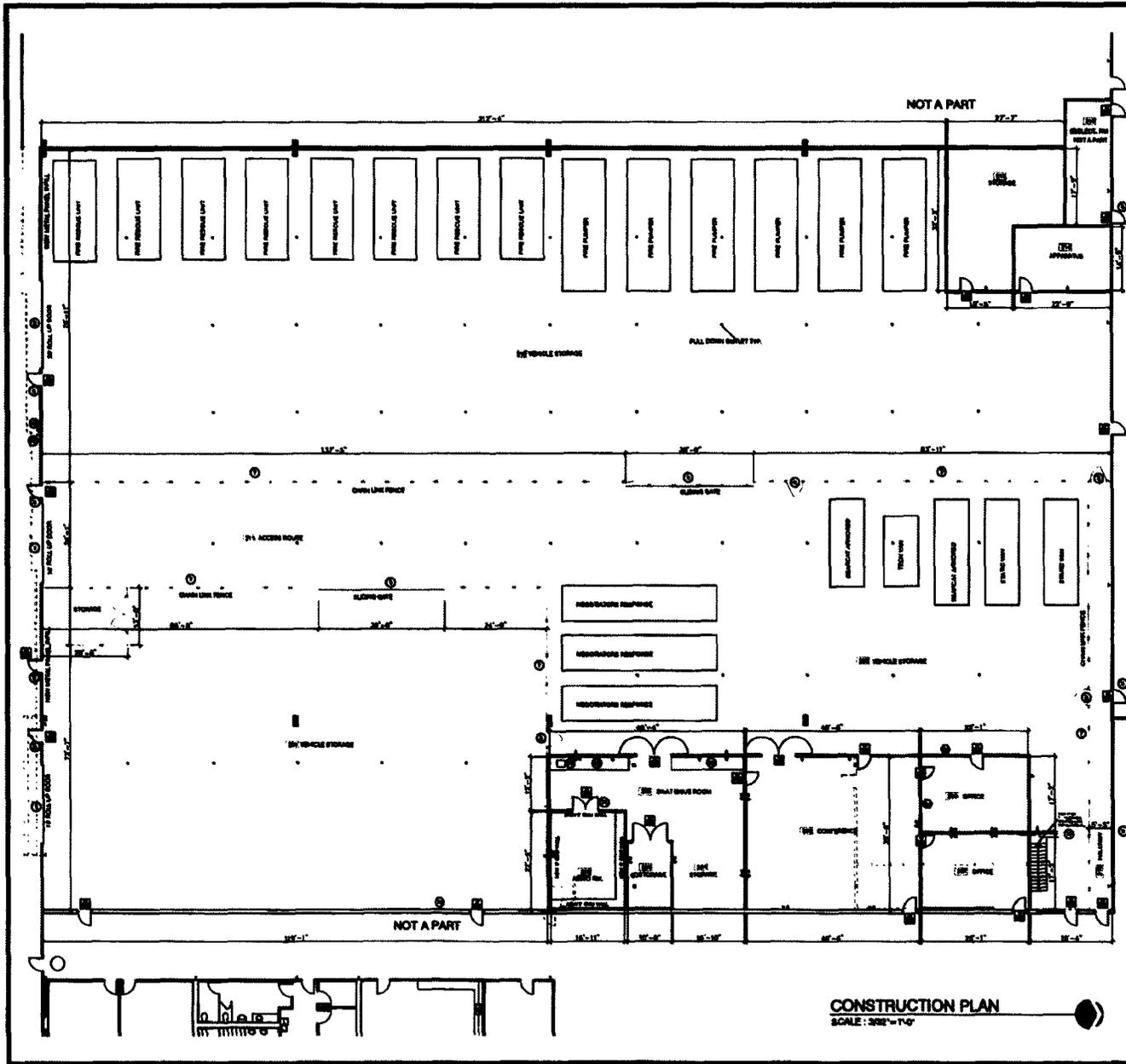
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EXHIBIT "B"

The RER Plans

[to be attached]

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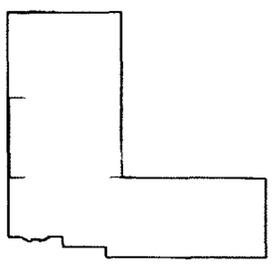
WALL / SYMBOL LEGEND

- NEW FORMING PARTITION, SEE DETAIL 1, A & B1
- NEW DELTA HIGH PARTITION, SEE DETAIL 2, A & B1
- EXISTING PARTITION TO BE REPAIR
- EXISTING PARTITION TO BE DEMOL
- IMPLEX REEFPLATE, HEIGHT @ 10' A.F.F., UNO
- REINFORCED IMPLEX, HEIGHT @ 10' A.F.F., UNO
- 4 PLEX REEFPLATE, HEIGHT @ 10' A.F.F., UNO
- REINFORCED 4 PLEX, HEIGHT @ 10' A.F.F., UNO
- FRONT / BACK, HEIGHT @ 10' A.F.F., UNO
- 200# DUPLEX REEFPLATE, HEIGHT @ 10' A.F.F., UNO
- DOOR BLINDS, REINFORCED GROUP
- DOOR AND FRAME TYPE
- SEE DOOR SCHEDULE ON SHEET 1.13 FOR DETAILS
- WINDOW SCHEDULE
- SEE WINDOW SCHEDULE ON SHEET 1.13 FOR DETAILS

PLAN SPECIFIC NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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KEY PLAN - WAREHOUSE



CONSTRUCTION PLAN
SCALE: 3/32" = 1'-0"



THE ABBEY COMPANY
LONG BEACH AIRPORT
3800 LAKESIDE BLVD.
LONG BEACH, CA

Trust Improvement For:
City of Long Beach



2400 S. WILSON BL.
MIRANDA, CA 90505
(714) 445-7700 FAX (714) 445-1000

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Client:	City of Long Beach
Project No.:	01-0000
Project Name:	Warehouse
Drawn By:	...
Checked By:	...
Date:	08/24/01
Scale:	3/32" = 1'-0"
Sheet:	...
By:	...
Date:	...

CONSTRUCTION PLAN - WAREHOUSE

A 1.2

Shore

EXHIBIT "B-1"

Scope of Work / Construction Time-Line

[see attached]

Med

EXHIBIT B-1

AP Long Beach Airport LLC
 PD & FD relocation
 3205 Lakewood Blvd.
 Long Beach, CA 90808

Schedule with permit issuance of 10/18
 NL Number #
 Plan # 1 plans in Amendment "Exhibit B" revised 9/8/11

Demo 52' Ceiling Height partitions	10/1/2011
Demo 400 Sq ft I-bar	
Add 3 interior windows and 1 exterior window	
Add 1500 Sq ft of Offices and break area(Phone drops, outlets, lights but no plumbing)	
Add 250' demising wall	
Install 2 helicopter doors 1-45' and 1-55'	
Relocate existing roll up door	
Disable Foam System	
Compressed air for Mechanic	
Add 1 exterior door, 5 interior doors, 2 double doors	
Add 1-4 ton HVAC unit	
Upgrade warehouse lighting as approved by PD	
Reconcrete west side of propert 5000 Sq Ft	
Coordinate and assist in all IT/Voice/Data and Security	
Provide 6 220v outlets	
Certify 1 fuel tank for exclusive use by PD, including 1 lighted wind flag at fuel farm	
Provide TCO for Phase I	11/25/2011
Provide TCO for Phase I, PD has 5 days to take possession	12/1/2011

Demo 82' Ceiling Height partitions	12/1/2011
Add 150' of Ceiling Height partitions	
Add 250' of Demising wall	
Relocate 1-double door	
Add 3 exterior ped doors	
Add 1100 Sq ft of turnkey Storage and Apparatus Office on FD side	
80' of reinforced(concrete and mesh)partitons for Ammo room	
374 Sq ft of Hardlid reinforced ceiling for ammo room	
Remove 1/2 Hanger door fill in with 3 roll ups(1-20' FD and 1-18' for Swat,1-18' for PD)	
Replace and relocate 510' chainlink fence(2 slides and 1 man ped door)	
Disable Foam System	
Add 50 roll up/ drop cords for Fleet for power.(30 FD and 20 Swat/PD)	
Add 1 exterior door, 5 interior doors, 2 double doors	
Reinforce current structural for approx 900 Sq ft of overhead storage(Swat area above offices)	
Remove and reinstall existing exhaust system at Hanger, add sensors for diesel emmissions	
Provide 42" railing with 1- 4' removeable section at mezzanine	
Coordinate and assist in all IT/Voice/Data and Security	
Remove and relocate sink to Issuance room	
Add hosebib at exterior south side at secured parking	
Provide compressed air for Swat at Vehicle storage	
Add 2 interior windows at Swat Offices	
Rework exterior gates and secured parking, remove and relocate Atwood system	
Upgrade overhead lighting in Swat area	
Provide TCO for Phase II	1/12/2012
Provide TCO and PD/FD has 5 days to take possession	1/17/2012

Demo 160' of ceiling height partitions	1/18/2012
Add 183' reinforced demising partition	
Relocate condensor units 2 roof	
Relocate 1-double door	
Build approx 1100 Sq ft of Locker and bunk rooms	
Outlet for every locker	
Relocate IT and electrical closet	
Move locker room over Friday February 14th eve thru Sunday night the 17th	
Provide TCO for Phase III	2/18/2012
Punchlist and Final occupancy	2/24/2012

Good

EXHIBIT "C"

Parking Areas

[see attached]

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EXHIBIT "D"

Helicopter Landing & Take-Off Area

[see attached]

meek

EXHIBIT "E"

Community Hangar Apron Area

[see attached]

gmu

EXHIBIT "F"

IT Vendor Proposal

[see attached]

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to read "Drew".



501 N. SMITH AVE.
SUITE 111
CORONA, CA 92880

September 16, 2011

City of Long Beach – Budgetary Cabling Quote

Intelinet Inc., is pleased to submit this budget quotation to perform the following Telecommunications Cabling System Work Scope, bid as per the following Plans and Specifications:

Prevailing Wage rates are included

Scope of Work

Phase 1

- Replace existing fiber optic cable with a new 12MM 50/125 and 12SM hybrid fiber optic cable
- Provide and install two (2) new fiber optic patch panels
- Install twenty (20) stations with two (2) each Category 6, Plenum rated cables, two (2) Category 6 jacks and one (1) single-gang faceplate by Systemax
- The Category 6 cables will terminate onto one (1) new Category 6, 48-port patch panel with horizontal cable managers.
- Intelinet will re-terminate the existing copper feeder cable onto a new 110 block
- Intelinet shall provide and install one (1) new wall-mounted cabinet.

Material: 900' of fiber optic cable, connectors, fiber panels, 4-pair cable, jacks and faceplates

Labor: 4 technicians for 2 days to rough in cable = 64
 2 technicians for 2 days to terminate test and label = 32
 96

Phase 2

- Intelinet will provide and install one (1) new rack-mounted fan to the existing cabinet.

- Install nine (9) stations with two (2) each Category 6, Plenum rated cables, two (2) Category 6 jacks and one (1) single-gang faceplate by Systimax
- Replace existing fiber optic cable with a new 12MM 50/125 and 12SM hybrid fiber optic cable
- Provide and install two (2) new fiber optic patch panels
- Add one (1) new 25-pair cable.

Material: 800' of fiber optic cable, fan, 25-pair connectors, fiber panels, 4-pair cable, jacks and faceplates

Labor: 4 technicians for 2 days to rough in cable = 64
2 technicians for 2 days to terminate test and label = 32
96

Phase 3

- Intelinet shall relocate one (1) existing IDF approximately 60' closer. Intelinet does not guarantee the condition of these existing cables or that they have enough distance. This work might have to be completed over weekend/overtime hours
- Install six (6) stations with two (2) each Category 6, Plenum rated cables, two (2) Category 6 jacks and one (1) single-gang faceplate by Systimax
- All new and relocated terminations shall be tested and labeled accordingly.

Material: 4-pair cable, jacks and faceplates

Labor: 2 technicians for 2 days to relocate and test = 32

At least two (2) adequately sized boom lifts shall be provided by the general contractor.

GC to provide fire-rated and painted plywood backboard, grounding busbar and power in new IDF location.

Proposal based on completion of entire Telecommunications Cabling System Scope of Work. If scope of work is decreased cost of individual tasks may increase.

The following is not included:

- Overtime
- Permit
- Engineering
- Grounding Bus bars provided by others.

- Cable tray, conduit and cellular floor pathways
- OSP duct bank, communications vaults
- Work to be performed during normal business hours Monday-Friday

Intelinet Incorporated will perform the above scope of work for:

\$48,900.00

MATERIAL LIST INCLUDED IN BUDGET:

12MM/12SM FIBER NON-PLENUM RATED	1,700
SC CONNECTORS	96
FIBER PATCH PANELS	4
25-PR C3 CMR COPPER CABLE	1,700
4-PAIR PLENUM CATEGORY 6 CABLE	21
CATEGORY 6 JACKS	70
CATEGORY 6 48-PORT PATCH PANEL	3
2U HORIZONTAL CABLE MANAGER	6
110 TERMINATION BLOCKS	4
FACEPLATES	35
WALL-MOUNT CABINET	1
CABINET FAN	1

LABOR AMOUNTS IN BUDGET ESTIMATE:

291 Technician hours
29 Project Management hours
 300 Total hours

Terms and Conditions

1. This Work Order is based on a floor plan provided with detailed outlet locations.
2. All outlet jacks and patch panels shall be EIA/TIA 568B.
3. It is assumed the building has drop ceiling with lift out tiles to allow the space above to be used as a pathway to route cables and that ceiling height does not exceed 9 ft. from floor to ceiling or 15 ft. from slab to slab. Must be sheet rock wall construction and hollow.
4. Labor is based on normal business hours of 7AM to 4PM.
5. Pricing does not include horizontal or vertical surface molding.
6. Cost for low voltage permits are not included in this proposal if required shall be considered a change order and billed to the customer.
7. Intelinet, Inc. assumes that all outlet boxes or mud rings required for the mounting of workstation faceplates will be the responsibility of others.

Intelinet, Inc. – Proprietary
 Use pursuant to Company Instructions



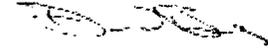
8. This quote is based on current material market pricing. Adjustments might be required if manufacturer increases apply at time of purchase.
9. Intelinet, Inc. assumes that the space within all ceilings and walls will be free and clear for the cable pathway at the time of installation.
10. Intelinet, Inc. assumes that conduits and pull boxes required for cable pathway will be the responsibility of others.
11. Performance and/or Bid Bonding is not included in this quote.
12. Intelinet, Inc. assumes that any core holes required for cable pathway or access will be the responsibility of others. Pricing does not include boring or drilling through concrete or firewalls.
13. Intelinet, Inc. assumes that within each telecom room, the ground bar supplied will have connectivity back to the main building ground.
14. Intelinet, Inc. assumes the equipment Room has sufficient space for installation of equipment rack, patch panels or 110 hardware.
15. Intelinet, Inc. assumes that all data and voice patching between patch panel ports and switch ports will be the responsibility of others.
16. Intelinet, Inc. assumes that a pathway will be provided for cable access to all modular furniture station outlets.
17. Intelinet, Inc. assumes No man-lift is required.
18. Intelinet, Inc. assumes that all phone switch programming, connectivity, and related work will be the responsibility of others.
19. Intelinet, Inc. will require two weeks of notice upon award of the contract to procure material and resources. As soon as a purchase order or contract is executed, Intelinet, Inc. can begin project procurement.
20. This pricing is based on customer location being within two hours of a major metro market.
21. The proposed pricing is only valid for a period of 60 days from submittal.
22. The Terms and Conditions listed are interpreted by Intelinet, Inc. as being understood by the Customer. The customer and the appropriate Intelinet, Inc. representative must negotiate changes or modifications to the conditions.
23. The Customer will provide access to work areas where required. Any additional hours resulting from access problems will be billed to the Customer at standard or premium rates as applicable and is not included in this quotation.
24. Both Intelinet, Inc. and the Customer will adhere to compliance to all applicable codes.
25. Where required, the Customer will supply and install 3/4" plywood backboards of sufficient size to accommodate the proposed cables, blocks or electronic equipment.
26. Changes in the work described herein may result in extra charges and will be performed only upon execution of a change order, which will reflect additional cost.
27. Intelinet, Inc. reserves the right to subcontract the work described. Intelinet, Inc. will remain responsible for all of the work subcontracted.
28. Sub structure to be provided by the Customer, and is not included in this quotation are the following; core drilling, raceway, molding, tele/power poles, sleeves, floor receptacle housings, etc. unless stated in the scope of work section.
29. Payment terms: Thirty days after invoice.
30. To avoid the cost for expediting of materials, once the contract is executed Intelinet, Inc. can start engineering and installation of the support systems. On average, it takes one week for the procurement of materials.
31. Work to begin two weeks after notice to proceed (unless previously negotiated)
32. Change Management for additions to proposed SOW would be submitted by Intelinet, Inc. Project Manager and approved by the customer before work is approved or additional material is ordered.
33. Sales tax is included in the supplied pricing for the proposal.

me

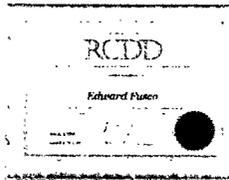
- 34. It is the responsibility of the customer to supply a proper Telecommunication bonding backbone and Telecommunication grounding bus bar in each ER or TR.
- 35. If paying by credit card, a 3% fee will be applied.

If you need further information, please do not hesitate to call.

Sincerely,



David Barnes
Intelinet, Inc



SYSTIMAX
SOLUTIONS

LEVITON
Strategic Partner
SUPERIOR ESSEX

CommScope
Uniprise

Berk-Tek
A NEXANS COMPANY
ORTRONICS

gms