

ORIGINAL

ASSIGNMENT & ASSUMPTION OF LEASE AGREEMENTS

[4302 Ponderosa Avenue]

This Assignment & Assumption of Lease Agreements ("Agreement") is made as of 9/14, 2015 by and between the City of San Diego, a California municipal corporation ("City"), and Dyanne M. Routh ("Routh").

RECITALS:

A. Reference is hereby made to that certain Flat Rate Lease filed in the Office of the San Diego City Clerk as Document No. RR-264699 on December 16, 1985, by and between the CITY OF SAN DIEGO, a municipal corporation ("City"), as landlord, and JAMES N. ROUTH, as tenant, which lease was subsequently assigned to James N. Routh and Anita Routh, Trustees of the Routh Family Trust and filed in the Office of the San Diego City Clerk as Document No. RR-264699-1 on August 23, 1991 ("Routh Family Trust"), (collectively, the "Lease"), pertaining to that certain real property consisting of approximately 1.212 acres, located at 4302 Ponderosa Ave., San Diego, California, and also known as Lot 23 ("Property").

B. As allowed for under the Lease, Routh entered into a sublease with the U.S. Department of Transportation-Federal Aviation Administration for approximately 4,000 square feet of the building on the Property, which sublease is more particularly described on Exhibit A attached to this Agreement ("Sublease").

C. Routh now desires to assign her interests in the Lease and Sublease to City ("Assignment"). The City desires to accept the Assignment, take back the Property from Routh, and assume the obligations of Routh under the Lease and Sublease on the terms and conditions contained herein.

D. All defined terms not otherwise expressly defined herein shall have the respective meanings given in the Lease.

AGREEMENT:

1. Effective Date. The terms and conditions of this Agreement will take effect as of 9/14, 2015 (the "Effective Date").

2. Assignment and Assumption.

2.1 Of the Lease. Effective as of the Effective Date, Routh hereby assigns to City all of Routh's right, title, interest and obligations as the "tenant" under the Lease, and City hereby accepts the Assignment and assumes and agrees to perform and be bound by all of the terms, covenants, conditions and obligations imposed upon Routh

DOCUMENT NO. PP 309921-2
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OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

under the Lease. The assignment of the Lease to the City will not be construed as a merger of the leasehold estate and the City's ownership interest in the Property and the Lease will be deemed to survive to the extent necessary to protect the leasehold interest of the subtenant pursuant to the Sublease.

2.2 Of the Sublease. Effective as of the Effective Date, Routh hereby assigns to the City all of Routh's right, title, interest and obligations under the Sublease, and the City hereby accepts the Assignment and assumes and agrees to perform and be bound by all of the terms, covenants, conditions and obligations imposed upon Routh under the Sublease. The City recognizes and affirms the leasehold interest of the tenant of the Sublease on all of the terms and conditions of such Sublease (including any terms and conditions of the Lease to the extent incorporated into such Sublease).

3. Routh Release. The City hereby releases Routh from liability or responsibility under the Lease and the Sublease resulting from activities taking place after the Effective Date, and the City agrees that it will assume and be bound by the terms and conditions of the Lease and Sublease and will hold Routh harmless from claims arising out of the Lease and Sublease as of the Effective Date.

4. Estoppel. Attached to this Assignment as Exhibit A is a true and complete copy of the Sublease, including all amendments thereto. To Routh's actual knowledge as of the date first written above: (i) there are no defaults by either Routh or the subtenant pursuant to the Sublease or with respect to Routh pursuant to the Lease, (ii) there is no pending litigation pursuant to the Sublease or the Lease, (iii) Routh has not received notice of any claimed default or of any litigation relating to the Sublease or the Lease, (iv) the interest of Routh pursuant to the Lease has not been encumbered, assigned, subordinated or committed as security for any debt or obligation, and (v) Routh has the full right, power and authority to enter into this Agreement.

5. General Provisions.

5.1 Controlling Law. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the state in which the Property is located.

5.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto; their heirs, successors and assigns.

5.3 Partial Invalidity. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

5.4 Counterparts. This Agreement may be executed in any number of counterparts, which may be delivered electronically, via facsimile or by

other means. Each party may rely upon signatures delivered electronically or via facsimile as if such signatures were originals. Each counterpart of this Agreement shall be deemed to be an original, and all such counterparts (including those delivered electronically or via facsimile), when taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

"City":

The City of San Diego,
a California municipal corporation

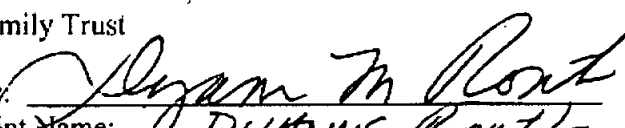
By: 

Print Name: CYNTHIA THOMPSON

Title: DIRECTOR, RCM SYSTEMS
ASSISTANT

"Routh":

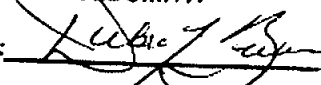
Dyanne M. Routh, Successor to the Routh
Family Trust

By: 

Print Name: DYANNE ROUTH

Title: TRUSTEE

Approved As To Form
JAN I. GOLDSMITH

BY:  DATE 9/14/15

NAME: Debra J. Bayler

TITLE: Deputy City Attorney

R- 309921

EXHIBIT A

SUBLEASE

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION
ADMINISTRATION

LEASE for Real Property

Lease No: DTFAWN-11-L-00022

Geographical Location: San Diego, California

Section 1 - Space Lease

1. THIS LEASE, entered into by and between Dyanne Rattin, Successor Routh Family Trust whose interest in the property hereinafter described is that of Owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA, WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION - The Lessor hereby leases to the GOVERNMENT the following described premises: San Diego Systems Support Center (SSC) approximately 8,000 square feet of office space located at 4302 Ponderosa Avenue, San Diego, CA

3. TERM - To have and to hold, for the term commencing on October 1, 2010 and continuing through September 30, 2011, inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFA-1, which expires on ~~the~~ expiration date of former lease.

3a. Option(s) to Extend Term - The lease may, at the option of the Government, be extended beyond September 30, 2011 at the rental rate established in Clause 5 hereof and upon the terms and conditions herein specified and no extension shall extend beyond September 30, 2011. The Government shall notify the Lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.

4. CANCELLATION - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 1, 2010 by giving at least 90 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL - Rent in the amount of \$16,814.00 per month shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations, Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a 30 days shall be prorated. Checks will be made payable to:

2.6.8 Standard Space Lease Form.

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Initials:

Scv/Lessore

Dominic M. Routh, Successor Trustee of the Routh Family Trust
8070 La Jolla Shores Drive #438/439
La Jolla, California 92037

6. SERVICES AND UTILITIES (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)

Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The

GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT ONLY ——— DEG

ELECTRICITY

SPECIAL POWER — NOTED BELOW

WATER (hot & cold)

SEWER REMOVAL

TRASH REMOVAL

CHILLED DRINKING WATER

HVAC — 68-72 DEG. F

DAILY TOILET SUPPLIES & CLEANING

DAILY JANITORIAL SERV. & SUPPLIES

GROUND MAINTENANCE

WINDOW WASHING — Frequency N/A

CARPET CLEANING — Frequency N/A

INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS

PAINTING — Frequency N/A Space

————— Frequency N/A Public Areas

OTHER (SPECIFY) _____

Section 2 - GENERAL CLAUSES:

7A. INSPECTION (10/95) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

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7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

7D. FAILURE IN PERFORMANCE (10/96) - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

7E. DEFAULT BY LESSOR (10/96) - AS IS from the date of the last walk-through which was October 19, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through. (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises, ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

7F. COMPLIANCE WITH APPLICABLE LAWS (10/96) - The Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

7G. DELIVERY AND CONDITION (10/96) - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy. AS IS from the date of the last walk-through which was October 19, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

7H. ACCEPTANCE OF SPACE (8/02) - Deleted in its entirety.

7I. ALTERATIONS (10/96) - The GOVERNMENT shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the GOVERNMENT and may be removed or otherwise disposed of by the GOVERNMENT subject to the Lessor's approval not to be unreasonably withheld. The Parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the GOVERNMENT shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABEAS) 41 CFR Parts 102-71, 102-72, et al and all applicable state and local accessibility laws and regulations AS IS from the date of the last walk-through which was October 19, 2010. The Government has been in this facility since 1983 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

7K. CHANGES (8/02) Deleted in its entirety.

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act) prohibits any person from (1) Procuring or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

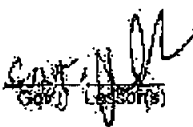
701. CONTRACT DISPUTES (11/02)

(a) All contract disputes arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be

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governed by the procedures set forth in 44 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 40 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

702. PROTEST (11/09)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 44 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 40 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

(c) Protests shall be in writing and shall be filed at:

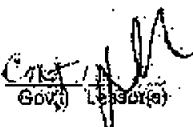
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Avenue, S.W., Room 323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(1) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

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(2) (d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

- (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
 - (ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.
- The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

7P. EXAMINATION OF RECORDS (3402) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (OCT-00)

(a) Method of payment:

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.

2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

- a. Accept payment by check; or
- b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (ii) of this clause).

3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section 1343.1 A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the

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Contractor will be responsible for providing the updated information to the CCR database (Reference Clause: "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of non-compliance and delays in receipt of interest penalties apply.

(e) Liability for incomplete or erroneous transfers.

1. If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for:

- (i) Making a correct payment;
- (ii) Paying any late payment penalty due; and
- (iii) Recovering any erroneously directed funds.

2. If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and:

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d) "Suspension of Payment".

(f) EFT and payment terms. A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or the CCR-registered assignee is not EFT information within the meaning of paragraph (c) "Suspension of Payment" clause.

(h) EFT and Change of Name or Ownership Changes. If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of Section (g) of clause, "Central Contractor Registration - Real Property".

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://finisapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (e) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

7F. ASSIGNMENT OF CLAIMS (F096) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 2727, 41 USC 15, the Lessee may assign his rights to be paid under this lease.

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Govt: Lessee(s)

78. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) - The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to the Master Lease between Lessor and the City of San Diego, any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchaser/transferee, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchaser or transferee and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

77. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does

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not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7A. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) - Deleted in its entirety.

7AB. SEISMIC SAFETY FOR NEW CONSTRUCTION (1/07) - Deleted in its entirety.

7CC. LABOR STANDARDS (6/09) - By signing this lease, the Lessor certifies to the Real Estate Contracting Officer (RECO) that all laborers and mechanics employed or working upon the leased premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular readily portable are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Section 3 - Closing

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NOTICES -

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

Dyanne M. Routh, Successor of the Routh Family Trust
8070 La Jolla Shores Drive #458/459
La Jolla, California 92037

FEDERAL AVIATION ADMINISTRATION
ATTN: Real Estate, AWP-53
P.O. Box 92007
Los Angeles, California 90009-2007

ATTACHMENTS -

See herein attached -

Attachment A, General Building Requirements and Specifications
SAN AFSS Initial Walk-Through dated October 19, 2010

IN WITNESS WHEREOF, the parties hereto have signed their names:

9a. NAME AND TITLE OF OWNER (Type or Print)	9b. SIGNATURE OF OWNER	9c. DATE
DYANNE ROUTH OWNER	<i>Dyanne Routh</i>	10/23/10

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

10a. NAME OF REAL ESTATE CONTRACTING OFFICER (Type or Print)	10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	10c. DATE
CHIEF OF TRANSPORTATION CONTRACTING OFFICE	<i>Cheryl Thompson</i>	NOV 30 2010

2.6.8 Standard Space Lease Form

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ATTACHMENT A

Lease No: DTFAWN-11-L-00022

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

A2-Doors (10/96)

Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid core and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and "Best" locks with 7-pin removable cores. The FAA shall provide cores.

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Real Estate Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the Contracting Officer.

A4-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the leased space. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

A5-HVAC (10/96)

2.6.3 Attachment - A to Space Lease

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Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. For further information see ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality.

A6-Lighting (10/96)

Modern, diffused, energy-efficient (T-8 or better) fluorescent fixtures shall be provided maintaining a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.

A7-Painting (8/02)

Deleted in its entirety.

A8-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide 25 reserved off-street parking spaces located adjacent to the facility. The Lessor shall maintain the parking areas in good repair.

A9- Prior Notification (8/02)

Deleted in its entirety.

A10-Restrooms and Drinking Fountains (7/09)

Separate toilet facilities for men and women shall be provided on each floor where the FAA leases space. Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each women's toilet, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. (The FAA will advise if additional facilities are required.). The Lessor shall provide a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel. AS IS from the date of the last walk-through which was October 19, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

A11-Window and Floor Covering (8/02)

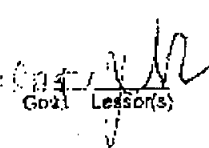
All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window

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covering may be accepted AS IS from the date of the last walk-through which was October 19, 2019. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

II. SECTION B - SERVICES, UTILITIES, AND MAINTENANCE

B1-Grounds Maintenance (10/96)

The Lessor shall maintain in good condition landscape plants and lawns.

B2-Pest Control (8/02)

The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the users of the building before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the FAA before application. Only licensed applicators shall be allowed to spray chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours and when the system is in operation.

B3-Services and Facilities (10/96)

The Lessor shall provide to the Government, as part of the normal consideration, the following:

- Heating, air conditioning, and ventilation that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain a temperature of 68 - 72 degrees Fahrenheit. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the FAA's normal hours of operation.
- ~~Electrical power to the premises for the operation of lights, communications equipment, and office machines.~~
- ~~Water (hot and cold) and sewer to leased premises.~~
- ~~Trash removal for leased premises.~~

B4-Utilities Not Provided By The Lessor (10/96)

Deferred in its entirety.

III. SECTION C - SAFETY AND FIRE PREVENTION

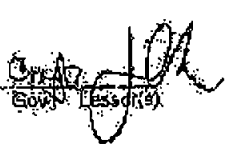
C1-Fire and Safety Requirements (8/02)

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All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings, which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the Real Estate Contracting Officer, if certified by a Licensed Fire Protection Engineer.

Portable fire extinguishers shall be provided, inspected, and maintained by the lessor in accordance with NFPA Standard No. 10. AS IS from the date of the last walk-through which was October 19, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

C2-Halon (8/02)

Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will

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require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided for all cleaning solutions used in the FAA spaces. AS IS from the date of the last walk-through which was October 19, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

C4-OSHA Requirements (10/96)

The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and health standards (29 CFR 1910 and 1926).

C5-Radon (10/96)

Radon levels in space leased to the FAA shall not equal or exceed the EPA action level for buildings of four (4) picocuries per liter (pCi/L). If radon levels are found to be at or above 4 pCi/L, the Lessor shall develop and promptly implement a plan of corrective action.

C6-Refrigerants (8/02)

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease should provide for use of refrigerants consistent with EPA and ASHRAE requirements.

C7-Warranty Of Space (8/02)

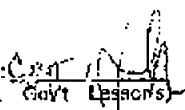
(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Real Estate Contracting

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Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

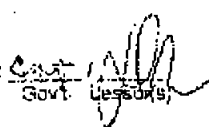
- (1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
- (2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building. AS IS from the date of the last walk-

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through which was October 19, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

IV. SECTION D - MISCELLANEOUS

D1 - Adjustment For Vacant Premises (10/96)

Deleted in its entirety.

D2 - Continuation Report (10/96)

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed by both of the parties hereto. AS IS from the date of the last walk-through which was October 19, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

D3 - Contracting Officer's Representative (COR) (10/96)

The Lessor shall address all questions concerning this lease to Cheryl M. Thompson who has been appointed the Contracting Officer's Representative for the administration of this lease, as written.

D4 - Month to Month Extension (8/02)

The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires; (2) a new lease commences; (3) the Government acquires the simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises, whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

D5 - Display Advertising (10/96)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Real Estate Contracting Officer.

D6 - Erection of Signs (10/96)

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs to

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erected will remain the property of the Government and shall be removed from the premises upon termination of the lease.

D7 -- Hold Harmless (10/96)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

D8 -- If Minimum Not Delivered (10/96)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of providing replacement space. AS IS from the date of the last walk-through which was October 18, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

D9-Installation Of Antennas, Cables And Other Appurtenances (10/96)

The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government.

D10 -- Interest For Late Payments (10/96)

If requested from the Lessor, the Government will pay an interest penalty when payment is not made within 60 days of the due date.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified. Rent shall be paid monthly in arrears and will be due on the first workday of each month and only as provided for by the lease.

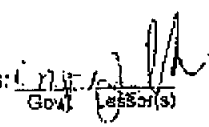
The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate,"

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and it is published in the Federal Register semiannually on or about January 1 and July 1. Interest penalties of less than \$1.00 need not be paid.

Interest penalties will not be paid on delays due to disagreement between the Government and Lessor over the payment amount, requests for additional information or other issues involving contract compliance or on amounts temporarily withheld or retain in accordance with the terms of the contract.

Payments other than rent, the Lessor shall prepare and submit an invoice to the designated billing office after completion of the work. An invoice shall include the following items:

- (i) Name and address of the Lessor;
- (ii) Invoice date;
- (iii) Lease Number;
- (iv) Government's order number or other authorization;
- (v) Description, price, and quantity of work or services delivered;
- (vi) Name and address of Contractor official to whom payment is to be sent.

DI1 - Conditional Services (10/95)

Deleted in its entirety.

DI2 - Measurement for Payment (10/96)

The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space, which is in excess of the maximum square footage allotted. ASIS from the date of the last walk-through which was October 19, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

DI3 - RESTORATION Clause Alternate A for On-Airport Leases and MOAs (4/2010)

The FAA shall surrender possession of the Premises upon the date of expiration or termination of this MOA lease. Before such expiration or termination, the FAA shall, if requested by the owner and determined by the RACQ to be in the best interest of the Government, restore the Premises to as good condition as that existing at the time of the FAA's initial entry upon the Premises under this MOA or a previous agreement or lease, except for ordinary wear and tear or damage by

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Initials: C. J. G. [Signature]
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natural elements. The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as determined by the RLECO to be in the best interests of the Government. The FAA will restore the premises based on the attached SAN AFSS Initial Walk Through document dated October 19, 2010.

D14 - Occupancy Permit (8/02) - The premises offered shall have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government. Of the Offeror shall complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officer's discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the Lessor, and activities of other occupants, shall be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the Lessor's expense. AS IS from the date of the last walk-through which was October 19, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

D15 - Operating Costs Escalator (10/96)

Deleted in its entirety.

D16 - Plans (8/02)

Deleted in its entirety.

D17 - Progressive Occupancy (10/96)

Deleted in its entirety.

D18 - Tax Adjustment (10/96)

Deleted in its entirety.

D19 - Time Extensions (10/96)

The Lessee will not be compensated over the Lessor charges with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Real Estate Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Real Estate Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

D20 - Unauthorized Negotiating (10/96)

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In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with other than the real estate contracting officer or his designee.

D2.1-Wiring For Telephones (10/96)

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government.

SECURITY REQUIREMENTS

E-1. Facility Security (Updated 4/09)

Security requirements for Government occupied space must meet minimum security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of Facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement.

Contact your local Servicing Security Element (SSE) at Hiram Castillo for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease. AS IS from the date of the last walk-through which was October 13, 2010. The Government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

E-2. Contractor Personnel Suitability Requirements (4/09)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
 - (2) Sensitive information; and/or
 - (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 3, paragraphs 4, 5, 7 and 8 pertain.
- Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

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(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:
To be entered by the CO based on the 1600.77(s) approved by the SSE)

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or intermittent only. In such cases, a FAA Form 1600.77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearances or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

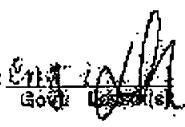
If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

2.6.3 Attachment - A to Space Lease

Revised April 2010

OMB Control No. 2120-0595

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Initials: 

Govt. Use Only

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send fax, signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:
Manager, Personnel Security Division, AIG-400
500 Independence Avenue, S.W., Room 312
Washington, D.C. 20561

Regional and Center Contracts:

Federal Aviation Administration
P.O. Box 92607, AWP-53
Los Angeles, California 90009-2007

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(c) The contractor must submit the information required by paragraph (a) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(d) The CO will provide notice to the contractor when any contractor employee is found to be unavailable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1500.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

VI. SECTION F - SPECIAL REQUIREMENTS Lessor shall furnish to the GOVERNMENT, as part of the rental consideration, the following:

1. Provide complete maintenance for the structure, including the roof, building exterior/interior, heating/air conditioning system, main electrical system and plumbing

2.6.3 Attachment - A to Space Lease

Revised April 2010

OMB Control No. 2120-0595

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Initials:

Govt Lessor(s)

CERTIFICATION OF SEISMIC COMPLIANCE

(For Existing Buildings or New Buildings)

Date: October 22, 2010

Certify that the building at

4302 Ponderosa Avenue, San Diego, CA

On the Montgomery Field Airport

☒ is exempt according to RP-6* Section 1.3 paragraph L (attach documentation confirming exemption).

☐ is a benchmark building according to RP-6* Section 1.3.1 (attach documentation confirming compliance).

☐ is in compliance with the LFE SAFETY requirement according to RP-6* Section 1.1, (attach documentation confirming compliance) or:

☐ Building meets appropriate seismic provisions of _____

(IBC or local seismic building code) edition of _____, (attach documentation confirming compliance).

Name of person completing certificate:

Cheryl M. Thompson

(Print name)

Signature of person completing certificate:

Cheryl M. Thompson

License No. _____ Field of Practice _____

SEAL

Expiration Date: _____

2.6.4 Certification of Seismic Compliance

Revised April 2010.

QMB Control No. 2-120-0525

Pg. 1

CERTIFICATION OF SEISMIC COMPLIANCE

(For Existing Buildings or New Buildings)

Building is exempt from seismic consideration because the requirement for seismic safety certifications comes from Section 1.3.2 of ICSSC RP-8, *Standards of Seismic Safety for Existing Federally Owned and Leased Buildings*, January 2002. Section 1.3 of RP-8 provides a number of exceptions from the requirements. Federal agencies are required to comply with Standards issued by ICSSC by Executive Order 12041, *Seismic Safety of Existing Federally Owned or Leased Buildings*, December 1, 1994.

This former AFSS building is being leased on a temporary basis not to exceed June 2011. I believe the FAA can apply exemption 1. The remaining useful life of the building or the agency's requirement for the building has been identified as being less than five years.

SAN AFSS INITIAL WALK-THROUGH

OCT. 19, 2010

ATTENDEES:

Cheryl M. Thompson
Jerry Sanchez
Sheryl Klearman
Lance Tang
Phil Chlentzos
Dyanne Routh
Kevin Posey

A room-by-room walk-through of the SAN AFSS building was conducted on October 19, 2010. The following items were discussed:

OPERATIONS FLOOR:

Lord's & Martin will remove all data/cable type wiring between OPS floor and the "FS21 room".

FAA responsible for removal of all furnishings, UPS monitor box and associated wiring. FAA will replace floor tiles (with holes) with solid tiles or will remove tiles with holes to outside walls for safety reasons. These tiles should be covered in plywood if holes are large.

Power panels, central vacuum system, track lights, ceiling fans, walk-in briefing counter, large S Calif relief map will stay in building.
Sign-in counter can stay with building if wall damage is noted. If easy to remove, then FAA will remove.

FAA will replace ceiling tiles that have gutters.

Cable trays and cable ladders above and below floors will remain in building.
Electrical wiring can remain in conduits, but circuit breakers will be turned off and where applicable, locked and tagged for safety reasons.

OUTSIDE:

FAA will remove building signage on the North side of building, remove security cameras at outside doors (if they can be used at new office, otherwise will leave), remove all BEST LOCK cores from doors interior and exterior, remove doorbell security system, and gate camera located on NE corner of building roof.

FAA will leave lightning detection poles on roof, as well as the fence surrounding the pad that housed the EG and fuel tank. Further lease research will be done to determine exact property ownership of this area.

The FAA tower and associated antennas will be removed by the FAA due to the maintenance involved in keeping the tower that has lead based paint on it. Pipes and conduit supporting antennas will be cut at or below grade and filled for security purposes. (located on SW corner of building)

Note: Sewage tank is shared item with the ATCT.

TELCO ROOM:

FAA will remove FT1 racks and wall mounted fixtures, all furnishings, and the AFSS-to-ATCT land line box on far wall. The associated land line box at the ATCT will also be removed by the FAA. (1st floor)

The junction boxes will remain with the building.

Data cables in center of room will remain in building.

FAA termination blocks will be removed, the TELCO blocks will stay.

EQUIPMENT ROOM/RADIO ROOM:

FAA will remove all furnishings including black lockers and cabinets.

FAA will leave white boards and cork boards if significant damage shows on walls, otherwise they will be removed.

FAA can leave small counter area in small conference room.

FAA will remove refrigerator in small conference room.

FAA will cap conduit for antennas at roof and remove conduit on top of roof without causing any roof damage.

Junction boxes and panels on south wall will remain with building.

Cable trays and cable ladders above and below floors will remain in building.

Electrical wiring can remain in conduits, but circuit breakers will be turned off and where applicable, loose ends taped for safety reasons.

BREAKROOM and CONFERENCE ROOM:

FAA will remove long row of lockers, and leave shorter row in building.

FAA will remove range, range hood and refrigerator and all other furnishings.

If removal of cork boards and white boards results in wall damage, then FAA will leave boards in place.

Pictures in conference room can be removed by FAA.

FAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

Building Name: FAA FLIGHT STATION

Street Address: 4302

City: SAN DIEGO State: CA Zip Code: _____

Approximate outside dimensions of building: _____

Square footage of building 8000.00, Square footage of proposed space 8000.00

Total number of floors in building 1, Floors proposed space is on _____

Year Building constructed 1986, Year of last major renovation _____

INSTRUCTIONS: Complete the following information that applies to the building being offered for lease to the Government.

CHECK ALL OF THE FOLLOWING INFORMATION THAT APPLIES:

Security

☒ No Provisions ☐ Secure Building ☐ Alarm System ☐ Guard

☐ Controlled Entry ☒ Other, FIRE ALARM

Emergency Illumination:

☒ In Space offered ☐ In corridors ☐ In Stairwells

Building structural support

☐ Combustible (Timber, wood, etc.)

☒ Noncombustible (Concrete, steel, masonry, etc.)

Other types of uses present in the building (check all that apply):

☐ Restaurants ☐ Storage ☐ Manufacturing ☐ Other, describe _____

☐ Laboratories ☐ Retail ☐ Industrial _____

Vertical openings between two or more floor:

Stairs (check one): ☐ Open ☐ Enclosed with doors

2.6.11 Space Safety and Environmental Checklist

July 2010

OMB Control No. 2120-0595

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RAA SAFETY AND ENVIRONMENTAL CERTIFICATION CHECKLIST

☐ Draining water Does not meet EPA guidelines in the following areas:

This information provided by the offeror on this form are material facts and representations upon which the Government relies upon for making an award. The Government has the right to require remedy if the information is in any way misrepresented, or inaccurate. The Owner or Authorized representative certifies that all the features described above are in operating order and properly maintained.

OWNER OR AUTHORIZED REPRESENTATIVE NAME AND ADDRESS:

DYANNE Routh

8070 La Jolla Shores Dr #758

LA JOLLA CA 92037

SIGNATURE

Dyanne Routh

DATE 10/23/10

AS IS from the date of the last walk-through which was October 21, 2010. The government has been in this facility since 1984 and acknowledges possession of this facility in its present condition from the date of the last walk-through.

ABAAS COMPLIANCE REPORT

The Lessor and the FAA are committed to compliance with the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standard (ABAAS), which impacts the building and premises at 4302 Ponderosa Avenue, San Diego, CA.

Complete This Section:

☒ Leased building and premises are fully compliant with ABAAS section F202.6.

OR

Where building design or construction was funded or controlled by federal government, leased building and premises are fully compliant with ABAAS. For post 8/8/2006 construction only.

OR

Leased building and premises will be compliant with ABAAS by (date).

(Insert specific details on the improvements that are to be made)

Lessor shall ensure completion. All associated costs incurred shall be the responsibility of the FAA.

OR

Building and premises are exempt from ABAAS as described below:

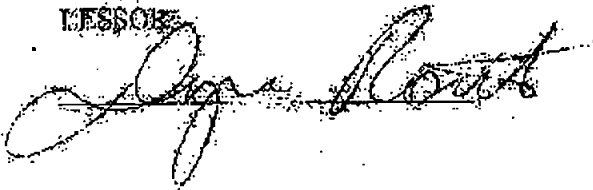
Facility is unattended.

ABAAS waiver from GSA Administrator on file.

Other (Explain using pertinent ABAAS exemption).

ABAAS COMPLIANCE REPORT

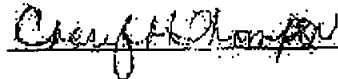
LESSOR



10/23/10

Date:

FEDERAL AVIATION ADMINISTRATION



NOV 8 0 2010

Contracting Officer

Date:

U.S. Department of Transportation
Federal Aviation Administration

SUPPLEMENTAL
AGREEMENT NO.
001

DATE

SEP 12 2011

**SUPPLEMENTAL LEASE
AGREEMENT**

TO LEASE NO.

DTFAWN-11-L-00022

ADDRESS OF PREMISES:

4302 Ponderosa Avenue, San Diego, CA

THIS AGREEMENT, made and entered into this date by and between Dyanne Routh,
Successor Routh Family Trust

whose address is 8070 La Jolla Shores Drive #458, La Jolla, CA 92037

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called
the Government:

WHEREAS, the parties hereto desire to amend the above Lease,

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant
and agree that the said Lease is amended, as follows: The purpose of this agreement is to
amend the lease extending the term, reducing the square footage and identify Owner and
FAA's obligations. Therefore, paragraphs 2 through 5 are deleted and replaced and
paragraph 10 is added as follows:

"2. DESCRIPTION - The Lessor hereby leases to the GOVERNMENT the following
described premises: San Diego Systems Support Center (SSC) approximately 4,000 square
feet of office space located at 4302 Ponderosa Avenue, San Diego, CA

3. TERM - To have and to hold, for the term commencing on October 1, 2011 and
continuing through September 30, 2015 inclusive, PROVIDED, that adequate appropriations
are available from year to year for the payment of rentals.
~~This lease succeeds lease number DTFA L , which expires on insert expiration
date of former lease~~

3a. Option(s) to Extend Term - The lease may, at the option of the Government, be extended
beyond October 1, 2015 at the rental rate established in Clause 5 herein and upon the terms
and conditions herein specified and no extension shall extend beyond September 30, 2016.
The Government shall notify the Lessor no later than ninety (90) days before the expiration
of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises
at the end of the lease term. Any extension exercised by the Government pursuant to this
clause shall be subject to the availability of adequate appropriations from year to year for the

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

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payment of rentals.

4. **CANCELLATION** - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 1, 2012 by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. **RENTAL** - Rent in the amount of \$7,000.00 per month shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a 30 days shall be prorated. Checks will be made payable to:

Dyanne M. Routh, Successor Trustee of the Routh Family Trust
8070 La Jolla Shores Drive #458/459
La Jolla, California 92037"

Paragraph 10 and the attached floor plan drawing dated 12/11/06 is added as follows:

"10. It is understood and agreed that the building will remain in its current configuration until such time that the other half is leased by another tenant.

The following items will be completed before a new tenant moves in:

Obligations at the Lessor's expense:

- Disable doors to prevent unauthorized access to FAA leased space as required.
- Meet Fire Code requirements associated with remodeling.
- Restrict the parking lot to meet FAA security requirements.
- Maintain fire alarm system.
- Provide separate utility meters for new tenants.
- Provide separate HVAC thermostat control units for new tenants.
- All improvements common to FAA leased space will meet FAA security requirements.
- If required, Lessor will install a solid wall from roof to slab to separate kitchen area for new tenants in northern side of the kitchen, meeting FAA's security requirements.
- The Lessor will complete these improvements in a timely manner.

Obligations at the FAA's expense:

- Upgrade security system as required.
- Install wire mesh above the ceiling and below the floor on the common wall separating the automation room from the AF Shop and FS21 Server room on the attached drawing for security purposes as required.

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

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- Provide access to telephone room and power utility room to new tenants as required.
- Share bathroom facilities with new tenant.
- Share kitchen with new tenant as required. FAA to remain in the southern portion of kitchen with the existing appliances.
- Continue to share administrative telephone lines with the fire alarm system.
- FAA will complete these improvements in a timely manner.
- Operations Room (per the lease San AFSS Initial Walk-through dated October 19, 2010.)
FAA will remove all furnishings from space not leased.
FAA will relocate all raised floor tiles with holes along the perimeter wall, and then cover the holes with metal for safety reasons.

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

Important: Lessor X is, it is not required to sign this document and return 2 copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date
LESSOR: RAMONA KHYROLOMOR

BY Ramona Khyroloamor

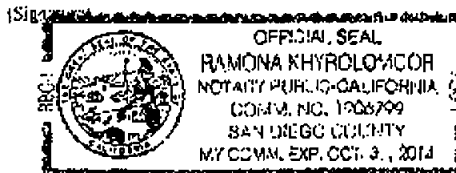
(Signature)

(Title)

IN THE PRESENCE OF (witnessed by):

Notary Public Ramona Khyroloamor

7715 Ivanhoe - Ave. La Jolla CA 92037



UNITED STATES OF AMERICA

BY Ramona Khyroloamor

(Signature)

State of California

County of San Diego

On 8/16/11 before me, Ramona Khyroloamor, personally appeared Ramona Khyroloamor who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ramona Khyroloamor

Commissioning Officer

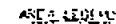
(Official Title)

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

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- 4. EAST BOSTON ROOM - PHASE ONE:
- 5. CH. KATHAROS PHASE CHANGE SWCH
- 6. EAST ROOM (THAT'S RIGHT) AND 2. KATHAROS
- 7. FROM (1) TO (2) (1) (2) (3)
- 8. FROM (1) TO (2) (1) (2) (3)
- 9. GATES (1) (2) (3) (4) (5) (6) (7) (8) (9) (10)
- 10. KATHAROS PHASE SWCH

END PAGE:

- provide access via telephone and electrical room to other floors.
- share bathroom and kitchen areas with other floors.

සහාය දීමට සූදානම් (0:2) | නැවත 1෦. ෧෧෧.

FLOOR PLAN

845-312-110

SEE "FLOOR PLAN COMMENTS, DOC" FOR
EXPLANATION OF NUMBERS.

Floor Plan Comments:

1 - Door must have the middle hinge changed to the type that has a non-removable pin, a latch guard must be installed, and card reader removed from door 4 and installed at this location.

2 - Door must have the middle hinge changed to the type that has a non-removable pin. The use of keys is OK for kitchen doors, or card readers from other doors can be reused.

3 - Entire wall must have 1 gauge wire mesh above the ceiling and below the floor. Security screws must be used to secure the mesh.

4 - Remove card reader

5 - Remove card reader and door release/camera system.

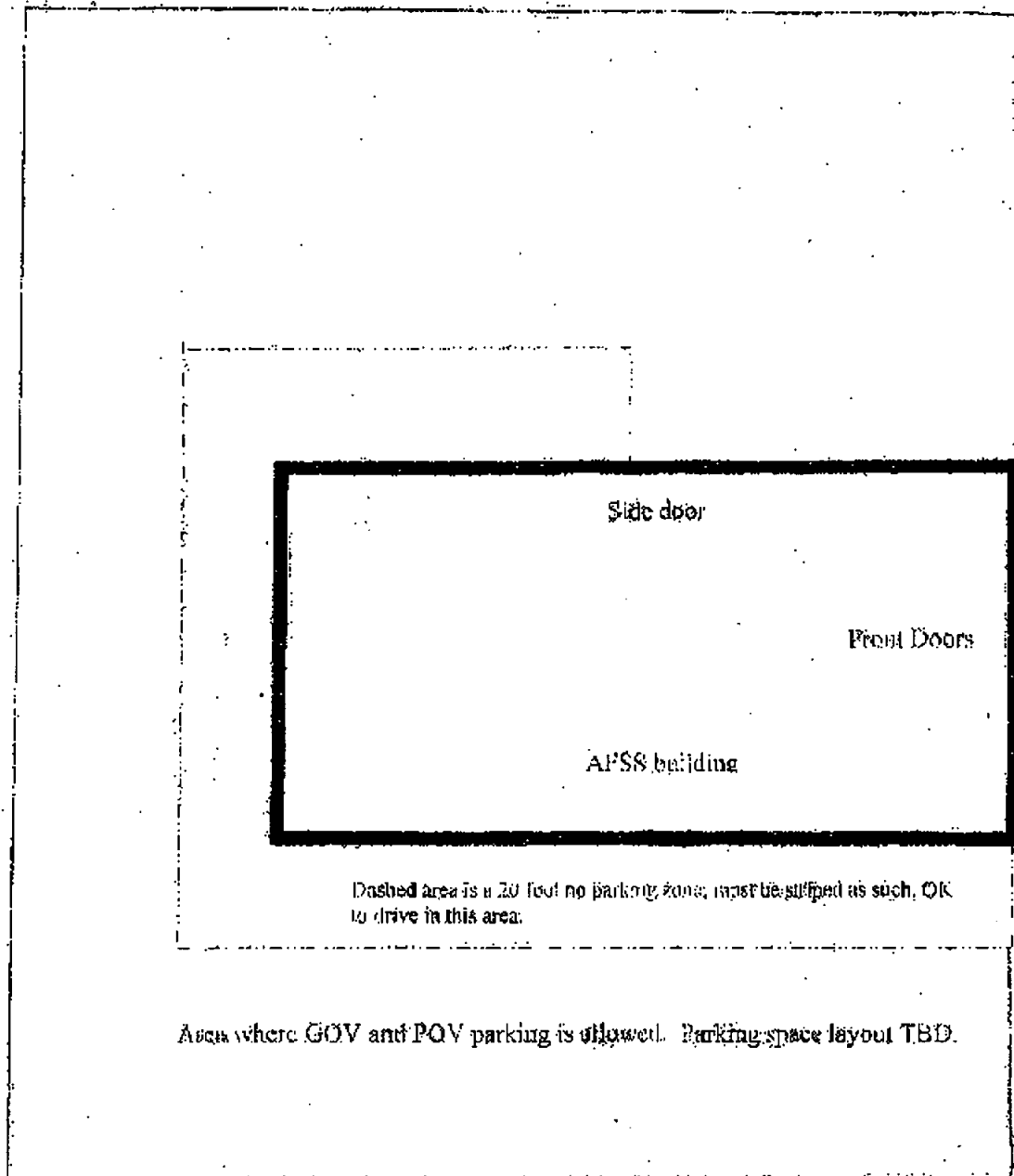
6 - Doors must have the middle hinge changed to the type that has a non-removable pin, and the doors must be latched on both sides since they are common to another lessee's area.

7 - Add a three-way hallway light switch. Currently, the hallway light switch is in FAA leased property, but the hallway will be shared with another lessee.

8 - OK to remove card reader from this door.

9 - Remove security equipment from external door and install key for access. Relocate card reader to nearby door 2 (that leads into ATSS office space). An opinion is to only remove security equipment and use ATSS office door 2 and door 9 for emergency exit only.

10 - OK to install door at this location to eliminate the need for a kitchen door. HOWEVER, a kitchen dividing wall will have to be installed to prevent access to FAA property through the remaining kitchen door.



U.S. Department of Transportation
Federal Aviation Administration

SUPPLEMENTAL
AGREEMENT NO.
002

DATE
August 27, 2012

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

DITRAWN-11-L-00022

ADDRESS OF PREMISES:

4302 Ponderosa Avenue, San Diego, CA

THIS AGREEMENT, made and entered into this date by and between

whose address is 8070 La Jolla Shores Drive #458, La Jolla, California 92037

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease.

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

All references to Lessors name "Dyanne M. Routh, Successor, Routh Family Trust" is deleted and replaced to read as follows:

Dyanne M. Routh

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

Important: Lessor ☒ is ☐ is not required to sign this document and return it applies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals of the day and date.

LESSOR: Dyanne M. Routh

by Dyanne M. Routh lessor
(Signature) (Title)

IN THE PRESENCE OF (witnessed by)

(Signature)
UNITED STATES OF AMERICA

(Address)

by Cheryl Thompson
(Signature)

Contracting Officer

(Official Title)

U.S. Department of Transportation Federal Aviation Administration	SUPPLEMENTAL AGREEMENT NO. 003	DATE FEB 25 2013
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. DFFAWN-JLL-00022	
ADDRESS OF PREMISES: 4302 Ponderosa Avenue, San Diego, California		
THIS AGREEMENT, made and entered into this date by and between DYANNE BOUTH whose address is 8070 La Jolla Shores Drive #458, La Jolla, California 92037 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows: Add temporary administrative space during modernization period of the Montgomery Field Air Traffic Control Tower project. Lessor shall provide approximately 4,000 square feet identified on the attached drawing of the existing San Diego SSC building (formerly AESS) at 4302 Ponderosa Avenue in an "AS IS" condition to the Government for the term commencing on May 1, 2013 and continuing through December 30, 2013 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals. The Government may terminate this lease at any time, in whole or in part on or after June 31, 2013, by giving at least 30 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. Option(s) to Extend Term - This Supplemental Agreement may, at the option of the Government, be extended beyond December 30, 2013 at the rental rate of \$6,500 per month and upon the terms and conditions herein specified and no extension shall extend beyond September 30, 2017. The Government shall notify the Lessor no later than thirty (30) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to the availability of adequate appropriations from year to year for the payment of rentals.		

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595

Pg. 1

Rent in the amount of \$6,500 per month shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations, Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated. Checks will be made payable to: Dyann Routh.

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

Important: Lessor X is, ☐ is not required to sign this document and return 2 copies to the issuing office. Return receipts requested.

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

LESSOR: DYANN ROUTH

BY

Dyann Routh
(Signature)

Owner
(Title)

IN THE PRESENCE OF (witnessed by):

(Signature)

(Address)

UNITED STATES OF AMERICA

BY

Charles J. Hampton
(Signature)

(Official Title)

(Official Title)

U.S. Department of Transportation
Federal Aviation Administration

SUPPLEMENTAL
AGREEMENT NO. 004

DATE
JUL - 2 2013

SUPPLEMENTAL LEASE
AGREEMENT

TO LEASE NO.

DTPAWN-11-L-00022

ADDRESS OF PREMISES:

4302 Ponderosa Avenue, San Diego, California

THIS ADMINISTRATIVE SUPPLEMENTAL LEASE AGREEMENT (SLA) IS FOR
CLARIFICATION PURPOSES ONLY.

In accordance with DTPAWN-11-L-00022 SLA #003, the Lessor Dyanne Routh shall be
paid \$7,000.00 per month for rent in addition to \$6,500 per month for temporary leased
space totaling \$13,500 for the term period of May 1, 2013 through December 31, 2013.

Beginning January 1, 2014 the lease amount will revert back to \$7,000.00 per month until its
expiration of September 30, 2015.

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

Important Lessor is, is X not required to sign this document and return ___ copies to the issuing office.
Return receipt requested.

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

BY _____
(Signature)

(Title)

IN THE PRESENCE OF (witnessed by):

(Signature)

(Address)

UNITED STATES OF AMERICA

BY Cheryl Thompson
(Signature)

(Contracting Officer)
(Official Title)

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595

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U.S. Department of Transportation
Federal Aviation Administration

SUPPLEMENTAL DATE
AGREEMENT NO. 005

SUPPLEMENTAL LEASE
AGREEMENT

TO LEASE NO.

DTFAWN-11-L-00022

ADDRESS OF PREMISES:

4302 Ponderosa Avenue, San Diego, California

The Federal Aviation Administration is exercising the option to extend our existing lease term for the temporary leased space located at 4302 Ponderosa Avenue per Supplemental Lease Agreement (SLA) number 003.

In accordance with DTFAWN-11-L-00022 SLA #003, the Lessor Dyanne Routh shall be paid \$7,000.00 per month for rent in addition to \$6,500 per month for temporary leased space totaling \$13,500 for the term period of May 1, 2013 through February 28, 2014.

Beginning March 1, 2014 the lease amount will revert back to \$7,000.00 per month until its expiration of September 30, 2015.

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

Important: Lessor is, is ☒ not required to sign this document and return 2 copies to the issuing office. Return receipt requested.

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

LESSOR: DYANNE ROUTH

by Dyanne Routh
(Signature)

Owner
(Title)

IN THE PRESENCE OF (witnessed by)

(Signature)

(Address)

UNITED STATES OF AMERICA

by Chief M. Thompson
(Signature)

Contracting Officer

(Official Title)

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595

Pg. 1

U.S. Department of Transportation
Federal Aviation Administration

SUPPLEMENTAL
AGREEMENT NO. 006

DATE

FEB 11 2014

SUPPLEMENTAL LEASE
AGREEMENT

TO LEASE NO.

DTEAWN-11-L-00822

ADDRESS OF PREMISES:

4302 Ronderosa Avenue, San Diego, California

The Federal Aviation Administration is exercising the option to extend our existing lease term for the temporary leased space located at 4302 Ronderosa Avenue per Supplemental Lease Agreement (SLA) number 003.

In accordance with DTEAWN-11-L-00822 SLA #003, the Lessor Dyanne Routh shall be paid \$7,000.00 per month for rent in addition to \$6,500 per month for temporary leased space totaling \$13,500 for the term period of May 1, 2013 through March 31, 2014.

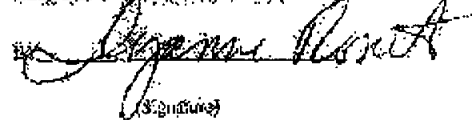
Beginning April 1, 2014 the lease amount will revert back to \$7,000.00 per month until its expiration of September 30, 2015.

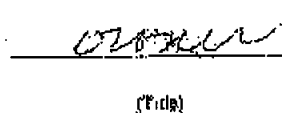
All other terms and conditions of the lease shall remain in force and effect.

~~Signature of Lessor X is~~ is not required to sign this document and return 2 copies to the issuing office.
Return receipt requested.

IN WITNESS WHEREOF, the parties have signed their names on the above date.

LESSOR DYANNE ROUTH


(Signature)

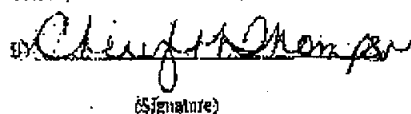

(Title)

IN THE PRESENCE OF (Witnessed by:)

(Signature)

(Address)

UNITED STATES OF AMERICA


(Signature)

Contracting Officer

(Official Title)

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595

Pg. 1

U.S. Department of Transportation
Federal Aviation Administration

SUPPLEMENTAL
AGREEMENT NO. 003

DATE
APR 01 2014

**SUPPLEMENTAL LEASE
AGREEMENT**

TO LEASE NO.

DTEAWN-11-L-00022

ADDRESS OF PREMISES:

4302 Ponderosa Avenue, San Diego, California

The Federal Aviation Administration is exercising the option to extend our existing lease term for the temporary leased space located at 4302 Ponderosa Avenue per Supplemental Lease Agreement (SLA) number 003.

In accordance with DTEAWN-11-L-00022 SLA #003, the Lessor Dyanne Routh shall be paid \$7,000.00 per month for rent in addition to \$6,500 per month for temporary leased space totaling \$13,500 for the term period of May 1, 2013 through April 11, 2014.

Beginning April 12, 2014 the lease amount will revert back to \$7,000.00 per month until its expiration of September 30, 2015.

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

~~Important:~~ Lessor X is, is not required to sign this document and return 2 copies to the issuing office.
~~Return receipt requested.~~

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

LESSOR: DYANNE ROUTH

BY


(Signature)

owner 3-26-14
(Title)

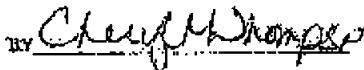
IN THE PRESENCE OF (Witnesses):

(Signature)

(Address)

UNITED STATES OF AMERICA

BY


(Signature)

Contracting Officer

(Official Title)

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595

Page 1

U.S. Department of Transportation
Federal Aviation Administration

SUPPLEMENTAL
AGREEMENT NO.
008

DATE

April 15, 2014

**SUPPLEMENTAL LEASE
AGREEMENT**

TO LEASE NO.

DTFAWN-11-L-00022

ADDRESS OF PREMISES:

4302 Ponderosa Avenue, San Diego, California

THIS AGREEMENT, made and entered into this date by and between Dyanne Routh

whose address is 8070 La Jolla Shores Drive #458, La Jolla, California 92037

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called
the Government:

WHEREAS, the parties hereto desire to amend the above Lease,

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

Notice is hereby given that the Temporary Lease, dated May 1, 2013, bearing
contract number DTFAWN-11-L-00022 entered into between Dyanne M. Routh
and the United States of America for:

approximately 4,000 square feet of temporary administrative space leased during
the modernization period of the Montgomery Field Air Traffic Control Tower
Project located in the Operations Room at 4302 Ponderosa Avenue, San Diego,
CA, shall terminate effective as of April 11, 2014.

Beginning April 12, 2014 the original supplemental lease agreement #1 dated
September 12, 2011 lease amount will revert back to \$7,000.00 per month until its
expiration of September 30, 2015.

2.6.13 Supplemental Lease Agreement (SLA)

April 2010

OMB Control No. 2120-0595

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

Important: Lessor ☒ is, ☐ is not required to sign this document and return 2 copies to the issuing office.
Return receipt requested.

ON THIS 23rd DAY OF OCTOBER, the parties subscribed their names as of the above date.

LESSOR:

[Signature]
(Signature)

(Title)

IN THE PRESENCE OF (witnessed by):

(Signatures)

(Address)

UNITED STATES OF AMERICA

by *[Signature]*

Contracting Officer

(Signature)

(Official Title)

RESOLUTION NUMBER R- 309921

DATE OF FINAL PASSAGE AUG 07 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR OR HIS DESIGNEE
TO EXECUTE A LEASE TERMINATION AND SURRENDER OF
TENANCY AGREEMENT AND AN ASSIGNMENT &
ASSUMPTION OF LEASE AGREEMENTS, BOTH BETWEEN
THE CITY OF SAN DIEGO AND THE ROUTH FAMILY TRUST.

WHEREAS, on December 1, 1985, the City of San Diego (City) entered into a thirty (30) year Flat Rate Lease (Lease) with James N. Routh, the predecessor to the current lessee, The Routh Family Trust (Lessee), for the lease of Lot 23 at Montgomery Field Airport (Premises). The Lease included an option to extend for an additional term of ten (10) years upon the mutual agreement of the Lessee and the City;

WHEREAS, the City now desires to utilize the Premises for municipal aviation-related uses, so it has not agreed to extend the Lease term. Without the additional term of ten (10) years, the Lease will expire on November 30, 2015;

WHEREAS, the Lessee now desires to surrender the Premises, terminate the Lease early, and assign the sublease affecting the Premises to the City; and

WHEREAS, because the Lease was a long term lease approved by Council, and the Lease provided that the Lessee would be responsible for all maintenance and other costs associated with the Premises until the expiration of the Lease, City Staff now seeks the City Council's authorization to: (1) accept and execute a Lease Termination and Surrender of Tenancy Agreement between the City of San Diego and Dyanne M. Routh, Trustee for the Routh Family Trust and (2) accept and execute a Assignment & Assumption of Lease Agreements

between the City of San Diego and Dyanne M. Routh, Successor to the Routh Family Trust;

NOW, THEREFORE,

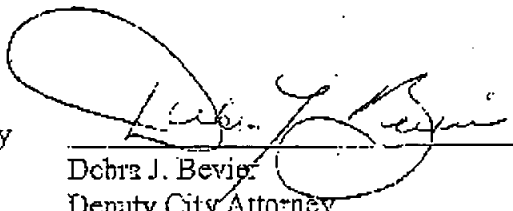
BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the Mayor, or his designee, is authorized to execute, and take all actions necessary to administer, that certain Lease Termination and Surrender of Tenancy Agreement between the City of San Diego and the Routh Family Trust, under the terms and conditions set forth in that agreement, on file in the Office of the City Clerk as Document No. 309921-1

2. That the Mayor, or his designee, is authorized to execute, and take all actions necessary to administer, that certain Assignment & Assumption Agreement between the City of San Diego and the Routh Family Trust, under the terms and conditions set forth in that agreement, on file in the Office of the City Clerk as Document No. 309921-2

APPROVED: JANI GOLDSMITH, City Attorney

By


Debra J. Bevier
Deputy City Attorney

DJB:mem

July 9, 2015

Or.Dept:Real Estate Assets Department

Doc. No.: 1059636

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of AUG 04 2015.

ELIZABETH S. MALAND
City Clerk

By
Deputy City Clerk

Approved: 8/6/15
(date)

KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on AUG 4 2015, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	☒	☐	☐	☐
Loric Zapf	☒	☐	☐	☐
Todd Gloria	☒	☐	☐	☐
Myrtle Cole	☒	☐	☐	☐
Mark Kersey	☐	☐	☒	☐
Chris Cate	☒	☐	☐	☐
Scott Sherman	☒	☐	☐	☐
David Alvarez	☒	☐	☐	☐
Marti Emerald	☒	☐	☐	☐

Date of final passage AUG 07 2015

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 309921