

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT No. 4	DATE <u>5/8/13</u>
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ADDRESS OF PREMISES: 3205 Lakewood Blvd, Long Beach, CA 90808-1733	TO LEASE NO. GS-09B-01939
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THIS AGREEMENT, made and entered into this date by and between: **AP-Long Beach Airport LLC, A Delaware Limited Liability Company**

Whose address is: **14770 Firestone Boulevard, Suite 206
La Mirada, CA 90639**

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

WHEREAS, the parties hereto desire to amend issue Notice to Proceed with construction of **Change Order #1**; and to accept a Lessor-requested change to the building mechanical system.

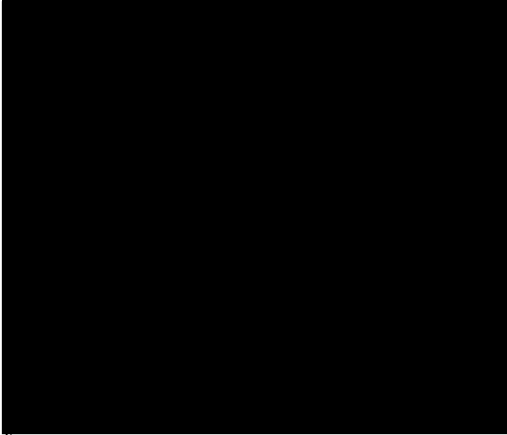
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

Paragraph 36, 37, and 38 are hereby added:

***36. Change Order #1:**
Provide all work necessary to revise the structural steel framing to relocate the Brace Frame noted at BF19 on sheet S2.1 of the project construction documents in Sample Entry Room (107). It is mutually agreed that the Government will not be responsible for any Architectural, Engineering, or Lessor Project Management fees associated with this request. See Exhibit A – Requested Change Order Packet”.

Total cost to Government: [REDACTED]
Total effect on Project Duration: **+0 Days**

Continued on Sheet 1



remain in force and effect,
in their names as of the above date.
AP-Long Beach Airport LLC, A Delaware Limited Liability Company.

CEO
(Title)

14770 Firestone Blvd, La Mirada, CA 90639
(Address)

General Services Administration, Public Buildings Service.
Contracting Officer
GSA, PBS, READ

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 4 TO LEASE #GS-09B-01939

"37. Upon completion of all tenant improvements and final acceptance of the Premises, the Lessor shall submit for payment, an original and one copy of the invoices. The original invoice, in the amount **not to exceed** [REDACTED] shall be submitted after the acceptance of the Premises to:

GSA
Greater Southwest Finance Center 7BCP
PO Box 17181
Fort Worth, TX 76102

With a copy to:
GSA Real Estate Acquisition Division
Attn: Linda Luong
300 N. Los Angeles St., Ste 4100
Los Angeles, CA 90012

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

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

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

The Lessor hereby waives restoration and decommissioning as a result of all improvements"

"38. The Government accepts the Lessor's request to utilize a "Closed Circuit Fluid Cooler" system in lieu of an "Open Cooling Tower" system, as described in Exhibit B (Letter Dated April 16, 2013 - "Proposition to use Closed Circuit Fluid Cooler vs Open Cooling Tower") of this SLA. The conditions of the Government's acceptance are:

- Absolutely no performance loss compared to previous system.
- Absolutely no increase in noise, vibration, or any other interference compared to previous system.
- Full compliance with all contractual and tenant requirements.
- Engineer-stamped construction drawings (AMEPS) must be presented to the Government within 20 working days of the date reflected on this SLA.
- Absolutely no impact on tenant's parking lot or access to parking spaces.

Lessor is responsible for all costs associated with this change.

Per SFO paragraph 4.10, Lessor understands that all maintenance and repair costs associated any and all building systems, including, but not limited to, Mechanical, Electrical, Plumbing and Structural are the responsibility of the Lessor, regardless of designation as Shell or Tenant Improvement for the purposes of allocating construction costs.

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



LESSOR INITIAL: _____
GOV'T INITIAL: gd