

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL LEASE AGREEMENT (SLA) No. 5	DATE <u>3/22/14</u>
ADDRESS OF PREMISES: 3205 Lakewood Blvd, Long Beach, CA 90808-1733	TO LEASE NO. GS-09B-01939	
<p>THIS AGREEMENT, made and entered into this date by and between: AP-Long Beach Airport LLC, A Delaware Limited Liability Company</p> <p>Whose address is: 14770 Firestone Boulevard, Suite 206  La Mirada, CA 90638</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to issue Notice to Proceed for Change Orders and to accept Variance/Deviation Requests by Lessor.</p> <p>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:</p> <p>Paragraph 39, 40 and 41 are hereby added:</p> <p style="text-align: center;">Continued on Sheet 1, 2, and 3</p>		
remain in force and effect. their names as of the above date.		
aware Limited Liability Company.		
<div style="text-align: center;"><u>CEO</u> (Title)</div>		
<div style="text-align: center;"><u>14770 Firestone Blvd La Mirada, CA</u> (Address)</div>		
ces Administration, Public Buildings Service.		
<div style="text-align: right;"><u>Contracting Officer</u> GSA, PBS, READ</div>		

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SLA NO. 5 TO LEASE GS-09B-01939

39. Government Approved Change Orders

Change Order #	Description	Cost to Government	Gov't Delay
1	See SLA 4.	See SLA 4	0
1.1	Brace Frame Relocation CREDIT - The Government shall receive a credit for Change Order #1 as defined in SLA 4 - Relocation of Brace Frame #19 in Room #107. Credit shall be provided due to a deficiency in the work performed by Lessor, which resulted in Brace Frame #19 continuing to obstruct the intended use of Room #107.		0
2	500KW Generator - Section 3.3 "Emergency Power Distribution" of the Basis of Design requires a 350 KW emergency generator. The Government accepted a change order on the TI Cost Proposal for 500 KW emergency generator. The cost of the 500 KW emergency generator was included in the Construction Notice to Proceed SLA. This Change Request #8 memorializes the change in the Lease.	Included in Base TI Cost	0
3	2000A Panel - Section 3.2 "Normal Power Distribution" of the Basis of Design requires a 1600A panel for electrical service. The Government accepted a change order on the TI Cost Proposal for a 2000A panel. The cost of the 2000A was included in the Construction Notice to Proceed SLA. This Change Request #7 memorializes the change in the Lease.	Included in Base TI Cost	0
4	██████████ - Upgrade picket fence along North property line to a ██████████ per CBP Security Manual.		0
4.1	██████████ CREDIT - Credit to Government. Provide ██████████ in lieu of picket fence on West property line.		0
5	FLS - Fire, Life and Safety system that was mutually agreed during TI Price Proposal negotiations to be priced and awarded after the initial Notice to Proceed with Construction. System shall conform to the Fire, Life, and Safety requirements as set forth by the SFO, BOD, and/or CBP Security Manual.		0
6	Lockers - Lockers shown on Delta 3 drawings to be furnished and installed by Lessor.		0
7	Wall Talker - Lessor to provide wall talkers with chart rail in lieu of projector screen and unistrut support for Government furnished projector.		0
8	Handling, preparation and installation of all administrative, laboratory, and warehouse areas. This includes all labor, transportation, storage, project management, overhead, permitting, and profit related to the work performed. Options: relocation and installation of stainless steel sink and (2) textile conditioning room work surfaces.		0
9	Data/Electrical Drop for Sample Entry Room - Add (1) data drop consisting of (3) CAT 5 Cables. Add electrical for the additional power required in the Sample Entry Room.		0
10	██████████		0
<b>Total</b>		<b>\$ 379,788.57</b>	<b>0</b>

LESSOR INITIAL:   A    
 GOV'T INITIAL:   JH

SHEET NO. 2 IS ATTACHED HERETO AND MADE PART OF SLA NO. 5 TO LEASE GS-09B-01939

40. Government approved Variances/Deviation Requests made by Lessor

Variance/ Deviation #	Description	Cost Savings to Gov't
1	<p>From SLA 4 - 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:</p> <ul style="list-style-type: none"> <li>• Absolutely no performance loss compared to previous system.</li> <li>• Absolutely no increase in noise, vibration, or any other interference compared to previous system.</li> <li>• Full compliance with all contractual and tenant requirements.</li> <li>• Absolutely no impact on tenant's parking lot or access to parking spaces.</li> </ul> <p>Lessor is responsible for all costs associated with this change.</p> <p>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.</p>	Not provided
2	Credit to Government. The Government accepts the Lessor's variance request to leave in place existing [REDACTED] in the openings beneath the rooftop skylights in lieu of replacing [REDACTED] as specified in CBP Security Manual.	[REDACTED]
3	The requirement for an Energy Recovery System, as specified in Basis Of Design Section 2.2 is hereby waived by the Government. Lessor has voluntarily waived its right to all potential energy recovery cost savings as a result of this Variance Request. Lessor acknowledges its financial responsibility for the operating costs set forth by the Lease - including the cost of all utilities.	Not provided
4	CBP Security Manual requires that all [REDACTED] cabling be in conduit, even within the building. This variance allowed Lessor to place [REDACTED] cabling in cable trays, instead. This resulted in a major cost and time savings to the Lessor.	Not provided
<b>Total Credit</b>		[REDACTED]

LESSOR INITIAL: A  
 GOV'T INITIAL: [Signature]

**SHEET NO. 3 IS ATTACHED HERETO AND MADE PART OF SLA NO. 5 TO LEASE GS-09B-01939**

41. 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 for items listed on this SLA shall be combined onto one invoice and must be separate from items listed on other SLAs.** The invoice shall be in the amount **not to exceed \$363,861.79,** and 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](http://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"

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

LESSOR INITIAL:   *SL*  

GOV'T INITIAL:   *LL*