

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE <u>11/29/11</u>
ADDRESS OF PREMISES: 3205 N. Lakewood Blvd Long Beach, CA 90808-1733	TO LEASE NO. <u>GS-09B-01939</u>	

THIS AGREEMENT, made and entered into this date by and between: **AP-Long Beach Airport LLC, A Delaware Limited Liability Company**

Whose address is: 310 Golden Shore, Suite 300
Long Beach, CA 90802-4240

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

WHEREAS, the parties hereto desire to amend the above lease to issue a Notice to Proceed for Technical Review Services of Tenant Improvement design and construction on behalf of the Government. **(THIS IS NOT A NOTICE TO PROCEED FOR TENANT IMPROVEMENTS)**.

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 26, 27, and 28 are hereby added to the Lease:

"26. Following a Government review of the submitted cost proposal of the Technical Review Services, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed for Technical Review Services of Tenant Improvement design and construction on behalf of the Government is hereby issued at a total cost **not to exceed \$221,813.15**, inclusive of all fees.

Technical Review Services of Tenant Improvement design and construction are defined in SLA No. 2, Attachment No. 2 - **[REDACTED] - Technical Review Services Scope of Work**".

"27. The Government hereby orders that the technical review services of tenant improvement design and construction in the amount of **\$221,813.15** to be paid via lump sum to the Lessor upon Government's acceptance of Tenant improvements. The technical review services shall be performed in accordance with SLA No. 2, Attachment No. 2 - **[REDACTED] - Technical Review Services Scope of Work**". Upon completion, inspection, and Government acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$221,813.15** pursuant to Paragraph 28 in this Supplemental Lease Agreement No. 2."

Continued on Sheet 1

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR	[REDACTED]	Delaware Limited Liability Company
BY	[REDACTED]	<u>Vice President</u> (Title)
IN THE	[REDACTED]	<u>310 Golden Shore, Suite 300</u> <u>LONG BEACH, CA, 90802</u> (Address)
UNITED STATES OF AMERICA	[REDACTED]	General Services Administration, Public Buildings Service.
BY	[REDACTED]	Contracting Officer <u>GSA. PBS. READ</u>

ATTACHMENT NO. 1 of 2 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO LEASE #GS-09B-01939

"28. Upon completion and acceptance of Tenant Improvements, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$221,813.15** upon receipt of Government approved invoice.

The original invoice and PS Document number must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
PO Box 17181
Fort Worth, TX 76102

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Daniel Baghdikian
300 N. Los Angeles St, Ste 4100
Los Angeles, CA 90012

PS Document number should be requested from the Contracting Officer before submitting invoices.

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."

LESSOR INITIAL:
GOV'T INITIAL:

CFK
RD