

## FOURTH AMENDMENT TO ST. MARY PHYSICIANS CENTER OFFICE LEASE

THIS FOURTH AMENDMENT TO ST. MARY PHYSICIANS CENTER OFFICE LEASE (the "Amendment") is made and entered into as of July 23, 2021 (the "Amendment Date"), by and between UPLAND CORPORATE PARK WEST, LLC, a Washington limited liability company ("Landlord"), and CITY OF LONG BEACH, a municipal corporation, ("Tenant").

## RECITALS

- A. Landlord and Tenant are parties to that certain St. Mary Physicians Center Office Lease dated as of March 26, 1996, a first Amendment to St. Mary Physicians Center Office Lease Dated October 6, 2006, a second Amendment to St. Mary Physicians Center Office Lease dated May 14, 2010 and a third Amendment dated June 22, 2016 (the "Lease"), for space currently containing 5,169 rentable square feet described as Suite 401 (the "Premises") of the building commonly known as St. Mary Physicians Center, located at 1043 Elm Street, Long Beach, California (the "Building").
- B. References to the "Lease" shall also be deemed to include the Lease as amended herein after the date of full execution and delivery of this Amendment by both parties hereunder.
- C. Tenant and Landlord mutually desire that the Lease be further amended on and subject to all the terms and conditions hereinafter set forth in this Amendment to further extend the Term of the Lease.
- D. Tenant and Landlord have had no dealings with any real estate broker or agent in connection with this Amendment, except Medical Asset Management ("Landlord's Broker") and N/A ("Tenant's Broker" and together with Landlord's Broker, the "Brokers").

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- Effective Date.** This Amendment shall become effective upon the date fully executed and delivered by the parties hereunder, as indicated by the Amendment Date in the preamble of this Amendment, and shall continue in effect as expressly provided herein, or until otherwise amended by the parties in writing or until the expiration or sooner termination of the Lease.
- Extension Date.** The Lease Term is hereby modified to extend the Lease Term for a period of 120 months from January 1, 2022 (the "Extension Date") and shall expire on December 31, 2031 (the "Extended Expiration Date"), unless sooner terminated in accordance with the terms of the Lease as set forth below. That portion of the Term commencing on the Extension Date and ending on the Extended Termination Date shall be referred to herein as the "Extended Term".
- Minimum Monthly Rent.** The rent schedule in Section 1.5 of the Lease is deleted and replaced with the following:

Full Calendar Months of Extended Term (together with any partial calendar months at the beginning of the Extended Term, as indicated below)	Monthly Rent Rate Per Rentable Square Foot	Minimum Monthly Rent
1 - 12	\$2.50	\$12,922.50
13 - 24	\$2.58	\$13,336.02
25 - 36	\$2.65	\$13,697.85
37 - 48	\$2.73	\$14,111.37
49 - 60	\$2.81	\$14,524.89
61 - 72	\$2.90	\$14,990.10
73 - 84	\$2.99	\$15,455.31
85 - 96	\$3.08	\$15,920.52
97 - 108	\$3.17	\$16,385.73
109 - 120	\$3.26	\$16,850.94

The Minimum Monthly Rent is Full Service Gross and includes a 2022 Base Year, which shall become effective upon the Extension Date as mentioned above, for utilities and all fixed and variable operating costs associated with the Building. These include: taxes, insurance, HVAC maintenance, janitorial, landscape, security, management, common area, etc. Any costs in excess of the Base Year will be paid by Tenant based upon its pro rata share of the Building.

4. **Tenant Improvement Allowance & Furniture Moving Allowance.** Landlord shall provide Tenant a Tenant Improvement Allowance of up to \$96,664.52 for "work in place" to be completed by WM Contractors in accordance with the attached bid (**Exhibit "E"**). Further, Landlord shall provide Tenant a Furniture Moving Allowance of up to \$16,820.00 for "work in place" to be completed by Overland, Pacific & Cutler in accordance with the attached bid (**Exhibit "F"**) attached.

5. **Option to Terminate.** The Option to Terminate in Paragraph 11 of the 3<sup>rd</sup> Amendment shall continue in full force and effect throughout the Extended Term. Notwithstanding this Paragraph 5, the calculation of the Termination Payment shall be calculated on a 120-month basis to align with the Extended Term per the Termination Option Calculator (**Exhibit "A"**).

6. **Representations and Warranties.** Tenant hereby represents, warrants and agrees that: (1) there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (2) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; (3) Tenant has no current offset or defense to their performance or obligations under the Lease; and (4) Tenant has not assigned, sublet, transferred, mortgaged or in any other way encumbering its interest in the Lease.

7. **CASP Inspection.** Pursuant to California Civil Code Section 1938, Tenant is hereby notified that, as of the date hereof, the Property has not undergone an inspection by a "Certified Access Specialist" and Landlord states the following: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Landlord may not prohibit the Tenant or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Tenant or tenant, if requested by the Tenant or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Tenant acknowledges that Landlord has made no representation regarding compliance of the Premises or the Building with accessibility standards.

## Article II - MISCELLANEOUS

SECTION 2.01. **Ratification.** The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Tenant represents to Landlord that (a) Tenant is currently unaware of any default by Landlord under the Lease; (b) Tenant has full power and authority to execute and deliver this Amendment and this Amendment represents a valid and binding obligation of Tenant enforceable in accordance with its terms; (c) Landlord has completed all improvements to the Premises in compliance with all requirements in the Lease; (d) All Tenant finish costs or allowances payable by Landlord have been paid and no such costs or allowances are payable hereafter under the Lease; (e) Except as otherwise specifically herein amended, all of the terms, covenants, conditions, provisions and agreements of the Lease shall remain in full force and effect.

SECTION 2.02. **Governing Law.** This Amendment shall be governed by and constructed in accordance with the laws of the State of California.

SECTION 2.03. **Counterparts.** The Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. This Amendment may be executed by facsimile and each part has the right to rely upon a facsimile counterpart of this Amendment signed by the other party to the same extent as if such party has received an original counterpart.

SECTION 2.04. **Informed Consent.** Landlord and Tenant have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment show their informed and voluntary consent thereto. Tenant acknowledges that, except as expressly set forth in this Amendment, neither Landlord nor Brokers has made any representations, warranties, covenants and agreements oral, written or implied, and that Tenant is not relying upon any statement of fact or opinion by Landlord or Brokers.

**SECTION 2.05. Disclosures Regarding The Nature Of A Real Estate Agency Relationship.**

When entering into a discussion with a real estate agent regarding a real estate transaction, a Tenant or Landlord should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Tenant and Landlord ("Party or Parties") acknowledge being advised by the Brokers in this transaction as follows:

**Agent Representing Both Landlord and Tenant.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Landlord and the Tenant in a transaction, but only with the knowledge and consent of both the Landlord and the Tenant. In a dual agency situation, the agent has the following affirmative obligations to both the Landlord and the Tenant: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealing with the Landlord and Tenant. A diligent exercise of reasonable skills and care in performance of the agent's duties. A duty of honest and fair dealing and good faith. A duty to disclose all facts, known to the agent, materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

In representing both Landlord and Tenant, the agent may not without the express written permission of the respective party, disclose to the other party that the Landlord will accept rent in an amount less than indicated in the listing or that the Tenant is willing to pay a higher rent than that offered. The above duties of the agent in the real estate transaction do not relieve Landlord or Tenant from the responsibility to protect their own interests. Landlord and Tenant should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the proposed Lease may be brought against Brokers, except where Brokers are found liable for gross negligence or wrongful misconduct. The liability (including court costs and attorney's fees), shall not exceed the fee received by such Brokers pursuant to the proposed Lease.

**SECTION 2.06. Ethical Use Restrictions.** Per Suite 201 Lease with Dignity Health, Landlord shall notify any tenant entering into a lease with Landlord in the Building after the date of this Lease that Dignity Health prefers that none of the following procedures be performed in the Building: (i) direct abortions; (ii) euthanasia; (iii) in vitro fertilization; or (iv) assisted suicide, whether legal or not. Landlord has no obligation to restrict such uses in the Building and shall have no liability if any such uses exist in the Building. In the event that Dignity Health provides written notice and reasonable evidence to Landlord that any tenant of the Building has performed any of the foregoing procedures in the Building, Landlord shall have sixty (60) days from the receipt of such notice to take such actions as are necessary to ensure that such tenant does not continue to perform such procedures and to provide reasonable evidence to Tenant of the same.

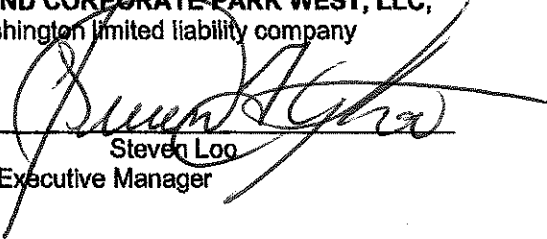
**SECTION 2.07. Indemnity.** Tenant acknowledges that Medical Asset Management has made no representations, oral, written, or implied as to whether or not the Lease Documents contain the terms as agreed upon between Landlord and Tenant and Tenant is not relying upon any statement or fact or opinion from Medical Asset Management as to the contents of the lease documents and/or the legal effects.

Medical Asset Management is hereby advising Tenant to have the Lease documents reviewed by your attorney, accountant(s), and/or insurance agents for professional advice. Tenant agrees to indemnify and hold harmless Medical Asset Management its representatives, agents, and employees for any liability or loss, including without limitations, attorney fees and cost that may be occasioned as a result of the execution of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

**LANDLORD:**

**UPLAND CORPORATE PARK WEST, LLC,**  
a Washington limited liability company

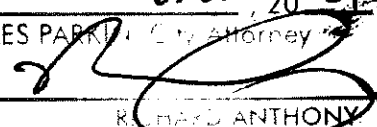
By:   
Steven Loo  
Its: Executive Manager

**TENANT:**

**CITY OF LONG BEACH, a Municipal**  
corporation

By: Linda F. Saturn  
Its: CITY MANAGER

APPROVED AS TO FORM

6.25, 2021  
CHARLES PARKER, City Attorney  
By:   
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

## EXHIBIT "A"

1043 Elm - Suite 401

City of Long Beach (WIC)

Termination Option Calculator

	Enter values
Total (TI & Commissions)	\$ 166,797.17
Annual interest rate	8.00%
Term (Years)	10
Extension date	1/1/2022
Monthly payment	\$ 2,023.71
Number of payments	120
Total interest	\$ 76,048.02
Total cost (TI & Commissions)	\$ 242,845.19

Month	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	2/1/2022	\$ 166,797.17	\$ 2,023.71	\$ 911.73	\$ 1,111.98	\$ 165,885.44
2	3/1/2022	\$ 165,885.44	\$ 2,023.71	\$ 917.81	\$ 1,105.90	\$ 164,967.63
3	4/1/2022	\$ 164,967.63	\$ 2,023.71	\$ 923.93	\$ 1,099.78	\$ 164,043.71
4	5/1/2022	\$ 164,043.71	\$ 2,023.71	\$ 930.09	\$ 1,093.62	\$ 163,113.62
5	6/1/2022	\$ 163,113.62	\$ 2,023.71	\$ 936.29	\$ 1,087.42	\$ 162,177.34
6	7/1/2022	\$ 162,177.34	\$ 2,023.71	\$ 942.53	\$ 1,081.18	\$ 161,234.81
7	8/1/2022	\$ 161,234.81	\$ 2,023.71	\$ 948.81	\$ 1,074.90	\$ 160,286.00
8	9/1/2022	\$ 160,286.00	\$ 2,023.71	\$ 955.14	\$ 1,068.57	\$ 159,330.86
9	10/1/2022	\$ 159,330.86	\$ 2,023.71	\$ 961.50	\$ 1,062.21	\$ 158,369.36
10	11/1/2022	\$ 158,369.36	\$ 2,023.71	\$ 967.91	\$ 1,055.80	\$ 157,401.44
11	12/1/2022	\$ 157,401.44	\$ 2,023.71	\$ 974.37	\$ 1,049.34	\$ 156,427.08
12	1/1/2023	\$ 156,427.08	\$ 2,023.71	\$ 980.86	\$ 1,042.85	\$ 155,446.21
13	2/1/2023	\$ 155,446.21	\$ 2,023.71	\$ 987.40	\$ 1,036.31	\$ 154,458.81
14	3/1/2023	\$ 154,458.81	\$ 2,023.71	\$ 993.98	\$ 1,029.73	\$ 153,464.83
15	4/1/2023	\$ 153,464.83	\$ 2,023.71	\$ 1,000.61	\$ 1,023.10	\$ 152,464.22
16	5/1/2023	\$ 152,464.22	\$ 2,023.71	\$ 1,007.28	\$ 1,016.43	\$ 151,456.93
17	6/1/2023	\$ 151,456.93	\$ 2,023.71	\$ 1,014.00	\$ 1,009.71	\$ 150,442.94
18	7/1/2023	\$ 150,442.94	\$ 2,023.71	\$ 1,020.76	\$ 1,002.95	\$ 149,422.18
19	8/1/2023	\$ 149,422.18	\$ 2,023.71	\$ 1,027.56	\$ 996.15	\$ 148,394.62
20	9/1/2023	\$ 148,394.62	\$ 2,023.71	\$ 1,034.41	\$ 989.30	\$ 147,360.21
21	10/1/2023	\$ 147,360.21	\$ 2,023.71	\$ 1,041.31	\$ 982.40	\$ 146,318.90
22	11/1/2023	\$ 146,318.90	\$ 2,023.71	\$ 1,048.25	\$ 975.46	\$ 145,270.65

## EXHIBIT "A"

23	12/1/2023	\$	145,270.65	\$	2,023.71	\$	1,055.24	\$	968.47	\$	144,215.41
24	1/1/2024	\$	144,215.41	\$	2,023.71	\$	1,062.27	\$	961.44	\$	143,153.13
25	2/1/2024	\$	143,153.13	\$	2,023.71	\$	1,069.36	\$	954.35	\$	142,083.78
26	3/1/2024	\$	142,083.78	\$	2,023.71	\$	1,076.48	\$	947.23	\$	141,007.29
27	4/1/2024	\$	141,007.29	\$	2,023.71	\$	1,083.66	\$	940.05	\$	139,923.63
28	5/1/2024	\$	139,923.63	\$	2,023.71	\$	1,090.89	\$	932.82	\$	138,832.75
29	6/1/2024	\$	138,832.75	\$	2,023.71	\$	1,098.16	\$	925.55	\$	137,734.59
30	7/1/2024	\$	137,734.59	\$	2,023.71	\$	1,105.48	\$	918.23	\$	136,629.11
31	8/1/2024	\$	136,629.11	\$	2,023.71	\$	1,112.85	\$	910.86	\$	135,516.26
32	9/1/2024	\$	135,516.26	\$	2,023.71	\$	1,120.27	\$	903.44	\$	134,395.99
33	10/1/2024	\$	134,395.99	\$	2,023.71	\$	1,127.74	\$	895.97	\$	133,268.25
34	11/1/2024	\$	133,268.25	\$	2,023.71	\$	1,135.25	\$	888.46	\$	132,133.00
35	12/1/2024	\$	132,133.00	\$	2,023.71	\$	1,142.82	\$	880.89	\$	130,990.18
36	1/1/2025	\$	130,990.18	\$	2,023.71	\$	1,150.44	\$	873.27	\$	129,839.73
37	2/1/2025	\$	129,839.73	\$	2,023.71	\$	1,158.11	\$	865.60	\$	128,681.62
38	3/1/2025	\$	128,681.62	\$	2,023.71	\$	1,165.83	\$	857.88	\$	127,515.79
39	4/1/2025	\$	127,515.79	\$	2,023.71	\$	1,173.60	\$	850.11	\$	126,342.19
40	5/1/2025	\$	126,342.19	\$	2,023.71	\$	1,181.43	\$	842.28	\$	125,160.76
41	6/1/2025	\$	125,160.76	\$	2,023.71	\$	1,189.30	\$	834.41	\$	123,971.45
42	7/1/2025	\$	123,971.45	\$	2,023.71	\$	1,197.23	\$	826.48	\$	122,774.22
43	8/1/2025	\$	122,774.22	\$	2,023.71	\$	1,205.22	\$	818.49	\$	121,569.00
44	9/1/2025	\$	121,569.00	\$	2,023.71	\$	1,213.25	\$	810.46	\$	120,355.75
45	10/1/2025	\$	120,355.75	\$	2,023.71	\$	1,221.34	\$	802.37	\$	119,134.42
46	11/1/2025	\$	119,134.42	\$	2,023.71	\$	1,229.48	\$	794.23	\$	117,904.93
47	12/1/2025	\$	117,904.93	\$	2,023.71	\$	1,237.68	\$	786.03	\$	116,667.26
48	1/1/2026	\$	116,667.26	\$	2,023.71	\$	1,245.93	\$	777.78	\$	115,421.33
49	2/1/2026	\$	115,421.33	\$	2,023.71	\$	1,254.23	\$	769.48	\$	114,167.09
50	3/1/2026	\$	114,167.09	\$	2,023.71	\$	1,262.60	\$	761.11	\$	112,904.50
51	4/1/2026	\$	112,904.50	\$	2,023.71	\$	1,271.01	\$	752.70	\$	111,633.49
52	5/1/2026	\$	111,633.49	\$	2,023.71	\$	1,279.49	\$	744.22	\$	110,354.00
53	6/1/2026	\$	110,354.00	\$	2,023.71	\$	1,288.02	\$	735.69	\$	109,065.98
54	7/1/2026	\$	109,065.98	\$	2,023.71	\$	1,296.60	\$	727.11	\$	107,769.38
55	8/1/2026	\$	107,769.38	\$	2,023.71	\$	1,305.25	\$	718.46	\$	106,464.13
56	9/1/2026	\$	106,464.13	\$	2,023.71	\$	1,313.95	\$	709.76	\$	105,150.18
57	10/1/2026	\$	105,150.18	\$	2,023.71	\$	1,322.71	\$	701.00	\$	103,827.47
58	11/1/2026	\$	103,827.47	\$	2,023.71	\$	1,331.53	\$	692.18	\$	102,495.95
59	12/1/2026	\$	102,495.95	\$	2,023.71	\$	1,340.40	\$	683.31	\$	101,155.54
60	1/1/2027	\$	101,155.54	\$	2,023.71	\$	1,349.34	\$	674.37	\$	99,806.20
61	2/1/2027	\$	99,806.20	\$	2,023.71	\$	1,358.34	\$	665.37	\$	98,447.87
62	3/1/2027	\$	98,447.87	\$	2,023.71	\$	1,367.39	\$	656.32	\$	97,080.48
63	4/1/2027	\$	97,080.48	\$	2,023.71	\$	1,376.51	\$	647.20	\$	95,703.97
64	5/1/2027	\$	95,703.97	\$	2,023.71	\$	1,385.68	\$	638.03	\$	94,318.29

## EXHIBIT "A"

65	6/1/2027	\$	94,318.29	\$	2,023.71	\$	1,394.92	\$	628.79	\$	92,923.37
66	7/1/2027	\$	92,923.37	\$	2,023.71	\$	1,404.22	\$	619.49	\$	91,519.15
67	8/1/2027	\$	91,519.15	\$	2,023.71	\$	1,413.58	\$	610.13	\$	90,105.56
68	9/1/2027	\$	90,105.56	\$	2,023.71	\$	1,423.01	\$	600.70	\$	88,682.56
69	10/1/2027	\$	88,682.56	\$	2,023.71	\$	1,432.49	\$	591.22	\$	87,250.06
70	11/1/2027	\$	87,250.06	\$	2,023.71	\$	1,442.04	\$	581.67	\$	85,808.02
71	12/1/2027	\$	85,808.02	\$	2,023.71	\$	1,451.66	\$	572.05	\$	84,356.36
72	1/1/2028	\$	84,356.36	\$	2,023.71	\$	1,461.33	\$	562.38	\$	82,895.03
73	2/1/2028	\$	82,895.03	\$	2,023.71	\$	1,471.08	\$	552.63	\$	81,423.95
74	3/1/2028	\$	81,423.95	\$	2,023.71	\$	1,480.88	\$	542.83	\$	79,943.07
75	4/1/2028	\$	79,943.07	\$	2,023.71	\$	1,490.76	\$	532.95	\$	78,452.31
76	5/1/2028	\$	78,452.31	\$	2,023.71	\$	1,500.69	\$	523.02	\$	76,951.62
77	6/1/2028	\$	76,951.62	\$	2,023.71	\$	1,510.70	\$	513.01	\$	75,440.92
78	7/1/2028	\$	75,440.92	\$	2,023.71	\$	1,520.77	\$	502.94	\$	73,920.15
79	8/1/2028	\$	73,920.15	\$	2,023.71	\$	1,530.91	\$	492.80	\$	72,389.24
80	9/1/2028	\$	72,389.24	\$	2,023.71	\$	1,541.11	\$	482.59	\$	70,848.13
81	10/1/2028	\$	70,848.13	\$	2,023.71	\$	1,551.39	\$	472.32	\$	69,296.74
82	11/1/2028	\$	69,296.74	\$	2,023.71	\$	1,561.73	\$	461.98	\$	67,735.01
83	12/1/2028	\$	67,735.01	\$	2,023.71	\$	1,572.14	\$	451.57	\$	66,162.86
84	1/1/2029	\$	66,162.86	\$	2,023.71	\$	1,582.62	\$	441.09	\$	64,580.24
85	2/1/2029	\$	64,580.24	\$	2,023.71	\$	1,593.18	\$	430.53	\$	62,987.06
86	3/1/2029	\$	62,987.06	\$	2,023.71	\$	1,603.80	\$	419.91	\$	61,383.27
87	4/1/2029	\$	61,383.27	\$	2,023.71	\$	1,614.49	\$	409.22	\$	59,768.78
88	5/1/2029	\$	59,768.78	\$	2,023.71	\$	1,625.25	\$	398.46	\$	58,143.53
89	6/1/2029	\$	58,143.53	\$	2,023.71	\$	1,636.09	\$	387.62	\$	56,507.44
90	7/1/2029	\$	56,507.44	\$	2,023.71	\$	1,646.99	\$	376.72	\$	54,860.45
91	8/1/2029	\$	54,860.45	\$	2,023.71	\$	1,657.97	\$	365.74	\$	53,202.47
92	9/1/2029	\$	53,202.47	\$	2,023.71	\$	1,669.03	\$	354.68	\$	51,533.45
93	10/1/2029	\$	51,533.45	\$	2,023.71	\$	1,680.15	\$	343.56	\$	49,853.29
94	11/1/2029	\$	49,853.29	\$	2,023.71	\$	1,691.35	\$	332.36	\$	48,161.94
95	12/1/2029	\$	48,161.94	\$	2,023.71	\$	1,702.63	\$	321.08	\$	46,459.31
96	1/1/2030	\$	46,459.31	\$	2,023.71	\$	1,713.98	\$	309.73	\$	44,745.33
97	2/1/2030	\$	44,745.33	\$	2,023.71	\$	1,725.41	\$	298.30	\$	43,019.92
98	3/1/2030	\$	43,019.92	\$	2,023.71	\$	1,736.91	\$	286.80	\$	41,283.01
99	4/1/2030	\$	41,283.01	\$	2,023.71	\$	1,748.49	\$	275.22	\$	39,534.52
100	5/1/2030	\$	39,534.52	\$	2,023.71	\$	1,760.15	\$	263.56	\$	37,774.37
101	6/1/2030	\$	37,774.37	\$	2,023.71	\$	1,771.88	\$	251.83	\$	36,002.49
102	7/1/2030	\$	36,002.49	\$	2,023.71	\$	1,783.69	\$	240.02	\$	34,218.80
103	8/1/2030	\$	34,218.80	\$	2,023.71	\$	1,795.58	\$	228.13	\$	32,423.21
104	9/1/2030	\$	32,423.21	\$	2,023.71	\$	1,807.56	\$	216.15	\$	30,615.66
105	10/1/2030	\$	30,615.66	\$	2,023.71	\$	1,819.61	\$	204.10	\$	28,796.05
106	11/1/2030	\$	28,796.05	\$	2,023.71	\$	1,831.74	\$	191.97	\$	26,964.32

## EXHIBIT "A"

107	12/1/2030	\$	26,964.32	\$	2,023.71	\$	1,843.95	\$	179.76	\$	25,120.37
108	1/1/2031	\$	25,120.37	\$	2,023.71	\$	1,856.24	\$	167.47	\$	23,264.13
109	2/1/2031	\$	23,264.13	\$	2,023.71	\$	1,868.62	\$	155.09	\$	21,395.51
110	3/1/2031	\$	21,395.51	\$	2,023.71	\$	1,881.07	\$	142.64	\$	19,514.44
111	4/1/2031	\$	19,514.44	\$	2,023.71	\$	1,893.61	\$	130.10	\$	17,620.83
112	5/1/2031	\$	17,620.83	\$	2,023.71	\$	1,906.24	\$	117.47	\$	15,714.59
113	6/1/2031	\$	15,714.59	\$	2,023.71	\$	1,918.95	\$	104.76	\$	13,795.64
114	7/1/2031	\$	13,795.64	\$	2,023.71	\$	1,931.74	\$	91.97	\$	11,863.90
115	8/1/2031	\$	11,863.90	\$	2,023.71	\$	1,944.62	\$	79.09	\$	9,919.29
116	9/1/2031	\$	9,919.29	\$	2,023.71	\$	1,957.58	\$	66.13	\$	7,961.70
117	10/1/2031	\$	7,961.70	\$	2,023.71	\$	1,970.63	\$	53.08	\$	5,991.07
118	11/1/2031	\$	5,991.07	\$	2,023.71	\$	1,983.77	\$	39.94	\$	4,007.30
119	12/1/2031	\$	4,007.30	\$	2,023.71	\$	1,996.99	\$	26.72	\$	2,010.31
120	1/1/2032	\$	2,010.31	\$	2,023.71	\$	2,010.31	\$	13.40	\$	0.00



# EXHIBIT "E"

WM Contractors, Inc.  
7054 Balcom Ave  
Reseda, CA 91335

Phone (818) 996 8383  
Fax (818) 996 1749

Email  
wmcontractors@pacbell.net

ITEM	DESCRIPTION	S.F. USABLE	UNIT	QUA	UNIT COST	LINE COST
1	PERMITS	NOT INCLUDED				
2	DEMOLITION	Remove and dispose of mirror, sink, soap dispenser door stop, changing table and inline hot water from Suite restroom	ls	1	\$450.00	\$450.00
3		Remove and dispose of ceramic tile from wall and floor restroom	ls	1	\$1,500.00	\$1,500.00
4	WALLS	Install new drywall in restroom ready for paint	ls	1	\$1,750.00	\$1,750.00
5		Install new wall mounted changing station in restroom	ls	1	\$745.00	\$745.00
6	DOORS	Remove and dispose of front and back door, install new	ea	2	\$650.00	\$1,300.00
7		New door for counseling section area	ea	1	\$650.00	\$650.00
8	ELECTRICAL	Remove and dispose of 83 light fixtures				
9		Install new 2 x 4 LED light fixtures	ea	64	\$220.00	\$14,080.00
10		Install new 2 x 2 LED light fixtures	ea	5	\$215.00	\$1,075.00
11		Install new 2 x 2 LED light fixtures with battery back up	ea	1	\$300.00	\$300.00
12		Install new 2 x 4 LED light fixtures with battery back up	ea	7	\$305.00	\$2,135.00
13	MILLWORK	Remove counter top, sink and dispose	ls	1	\$375.00	\$375.00
14		Fabricate and install new PL counter top	ls	1	\$1,850.00	\$1,850.00
15	PLUMBING	Install new wall mounted sink and faucet	ls	1	\$750.00	\$750.00
16		Install new mirror, soap, tissue, paper towel and seat cover dispensers	ls	1	\$650.00	\$650.00
17		Install new inline water heater	ls	2	\$550.00	\$1,100.00
18		Install new sink and faucet in break area	ls	1	\$950.00	\$950.00
19	CEILING	Allowance to replace stained and broken ceiling tiles	ls	1	\$1,500.00	\$1,500.00
20	WINDOWS	Allowance to replace mini blinds (30)	ls	1	\$4,800.00	\$4,800.00
21	PAINT	Prep and paint all walls and hard ceiling	ls	1	\$12,500.00	\$12,500.00
22		Stained and seal front and back door, counseling area door.	ea	3	\$375.00	\$1,125.00
23		Allowance to paint cabinets in storage room	ls	1	\$1,750.00	\$1,750.00
24	FLOORING	Remove and dispose of existing carpet	ls	1	\$1,400.00	\$1,400.00
25		Allowance to install new carpet	ls	1	\$6,300.00	\$6,300.00
26		Install new cove base where new carpet is installed	ls	1	\$945.00	\$945.00
27		Remove and dispose of existing VCT	ls	1	\$2,150.00	\$2,150.00
28		Allowance for floor prep	ls		\$3,600.00	\$0.00
29		New VCT	ls	1	\$13,475.00	\$13,475.00
30		Alternate to install Vinyl Plank	ls	1	\$17,025.00	\$17,025.00
31		New welded sheet vinyl in restroom	ls	1	\$1,750.00	\$1,750.00
32		Install new cove base where VCT is installed	ls	1	\$1,330.00	\$1,330.00

Note: Unforeseen conditions are excluded

33	ITEMS 2-32 SUBTOTAL					\$78,885.00
34	OVERHEAD & PROFIT					\$13,378.45
35	GRAND TOTAL					\$92,061.45
	5% CM FEE					\$4,603.07
	GRAND TOTAL					\$96,664.52

Medical Asset Management  
Aaron Boss  
201 Continental Ave, Suite 210  
El Segundo, CA 90245

1043 Elm Ave  
Suite 401  
Long Beach, CA 90813

04/12/2021

# EXHIBIT "F"



March 8, 2021

Alan Kosoff  
City of Long Beach  
Economic Development | Property Services  
411 W. Ocean Blvd, 10<sup>th</sup> Floor  
Long Beach, CA 90802

SENT VIA EMAIL: alan.kosoff@longbeach.gov

**RE: Proposal to Disassemble and Assemble Cubicles**

Dear Mr. Kosoff:

Overland, Pacific & Cutler, LLC (OPC) is pleased to submit this proposal to the City of Long Beach Economic Development Property Services (Client to disassemble and assemble cubicles and disconnect and reconnect the cubicle power source. Please see our proposed scope of work below.

## Scope of Work

OPC will perform the following property services at the Project site:

- Disassemble 12 cubicles and disconnect power source from cubicles
- Store cubicles in storage room in suite
- Assemble 12 cubicles and connect power source from cubicles
- Move file cabinets, tables, desk, and chairs to keep area clean for the floor installation

## Proposed Fees

Proposed Property Maintenance Services Labor & Materials and Dump Fees Included		Fees
<b>One-time fee</b>		
Disconnect all power sources from cubicles, reconnect power source when reassembled		<b>\$4,500.00</b>
Disassemble cubicles, move to storage room, and re-assemble cubicles back into assigned place		<b>\$12,320.00</b>
	<b>Total</b>	<b>\$16,820.00</b>

The OPC Long Beach office will oversee the property services for this project. If you have any questions or require additional information, please do not hesitate to contact Freddie Collazo at 562.304.2000. The Client can initiate the contract by signing the Acceptance Block below and returning the executed proposal.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Roy Guinaldo".

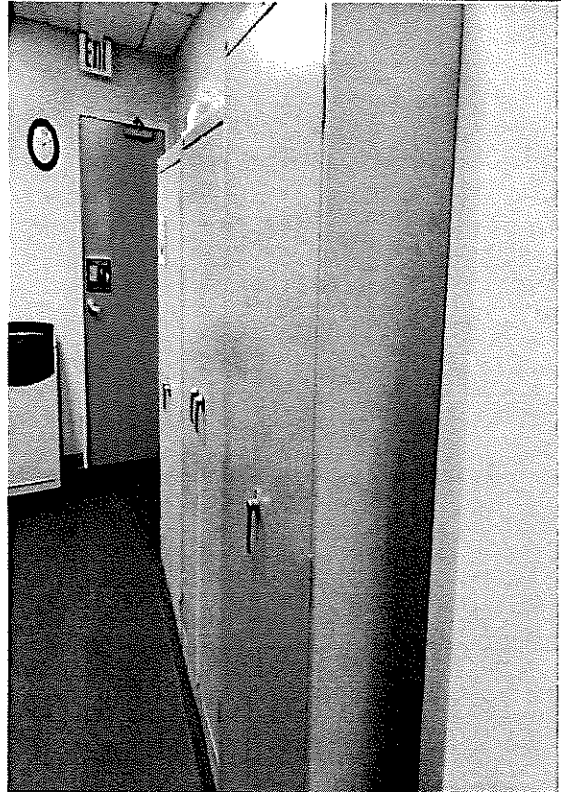
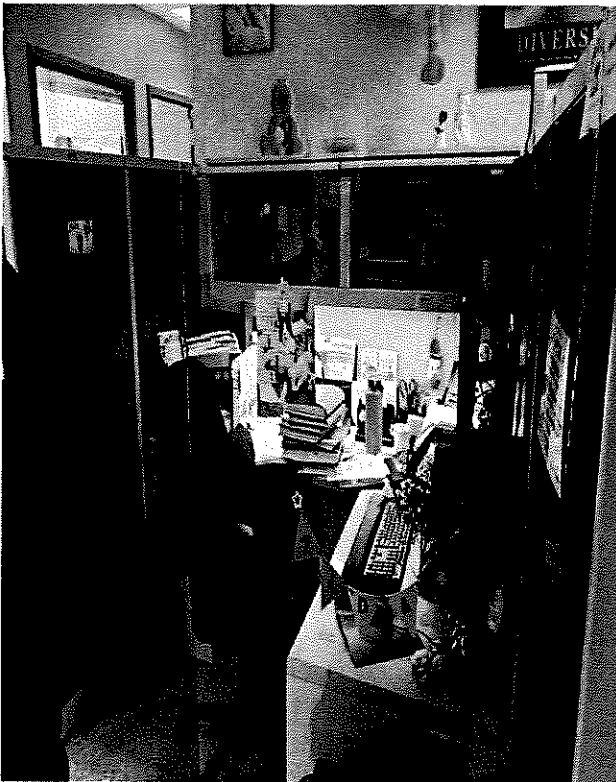
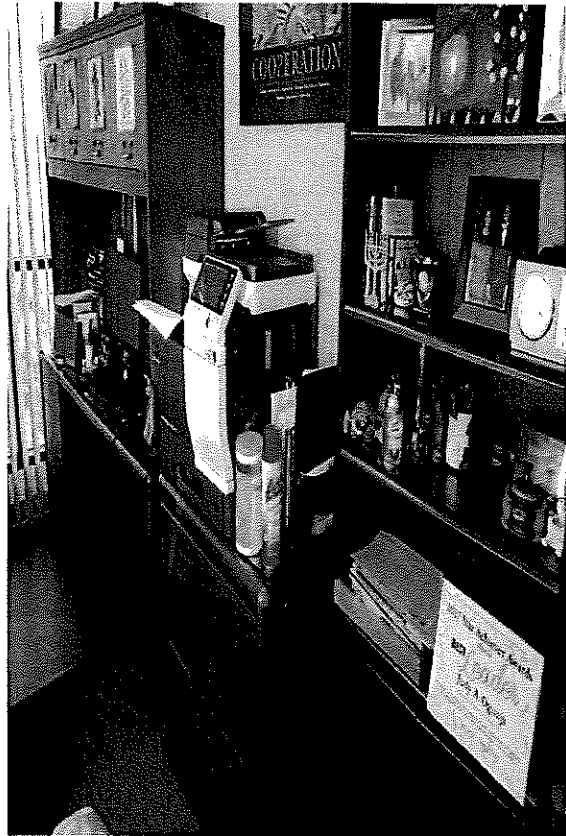
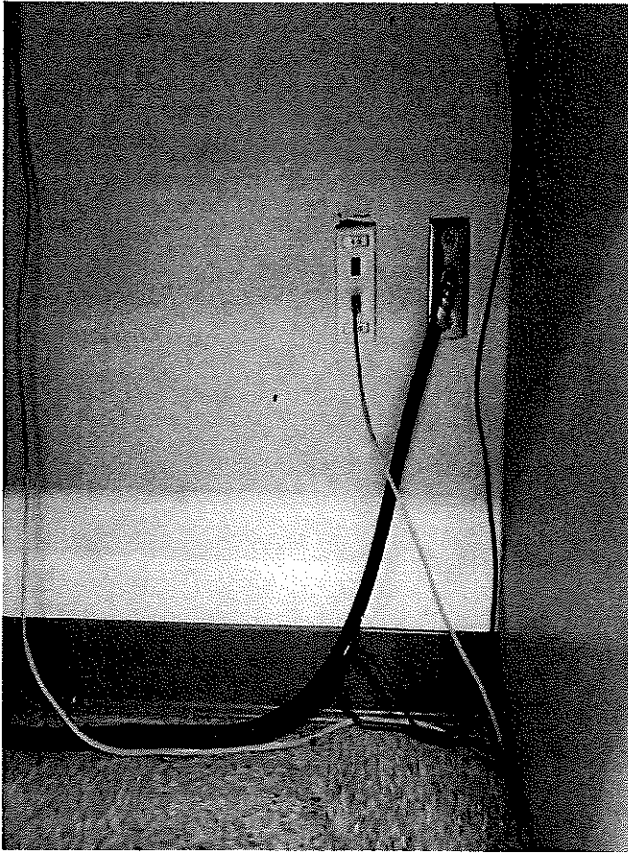
Roy Guinaldo  
Senior Project Manager  
OPC

**Accepted, Authorization to Proceed**

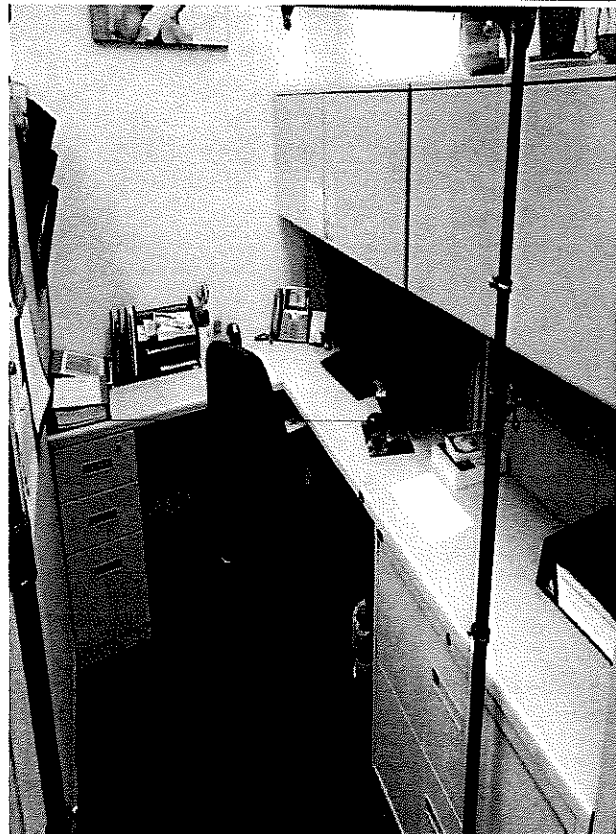
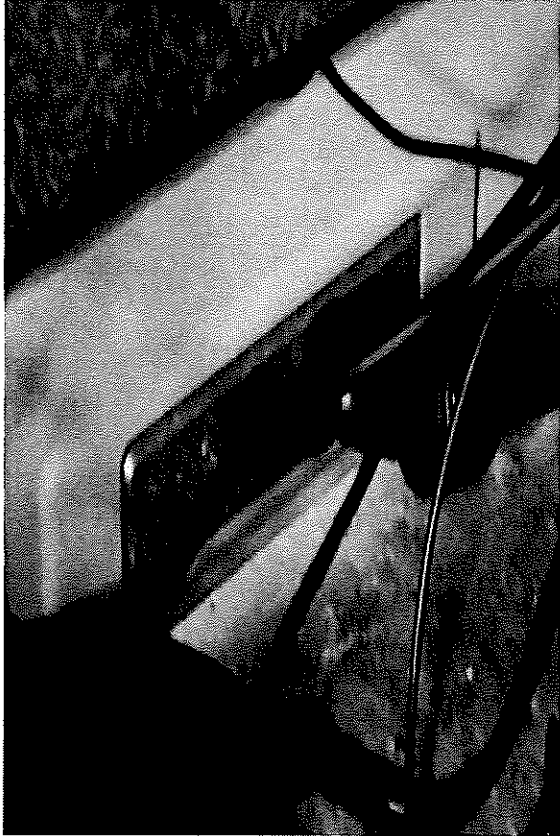
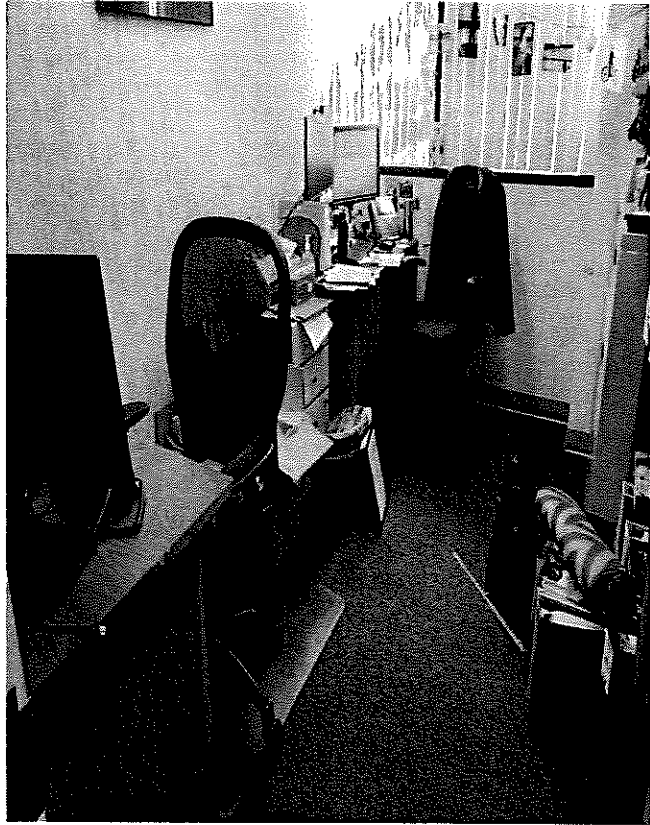
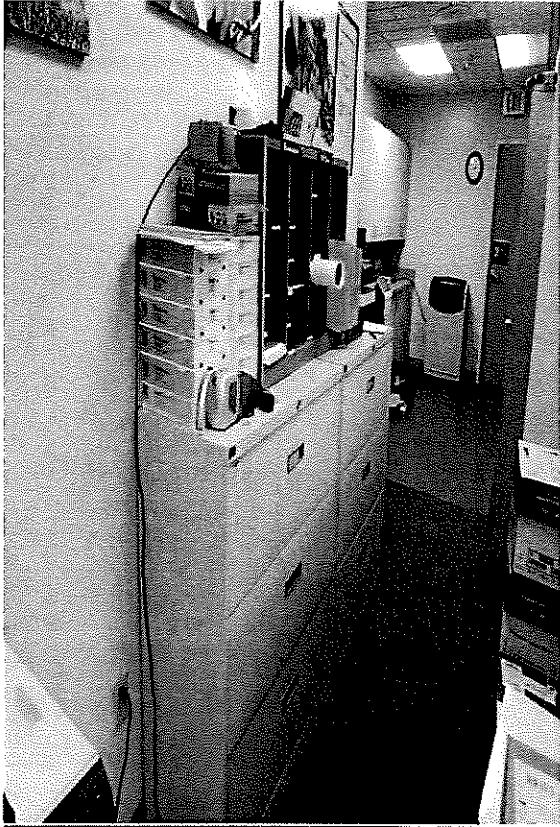
Name: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT



EXHIBIT



EXHIBIT

