

1
2
3
4
5
6
7
8
9
10
11
12

**FOURTH AMENDMENT TO
FIXED BASE OPERATION LEASE**

21569

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIS FOURTH AMENDMENT TO FIXED BASE OPERATION LEASE (this "Amendment") is made and entered into in duplicate as of December 1, 2006, pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting of November 14, 2006, by and between the CITY OF LONG BEACH, a municipal corporation ("LANDLORD"), and GULFSTREAM AEROSPACE CORPORATION, a California corporation, formerly known as 7701 Woodley Avenue Corporation, having its place of business at 4150 Donald Douglas Drive, Long Beach, California 90808 ("TENANT").

1. Recitals. This Amendment is made with reference to the following facts and objectives:

1.1 The parties entered into a lease as of March 14, 1989 (the "Lease"), pursuant to which LANDLORD leased approximately 12.665 acres of land at the Long Beach Municipal Airport ("Leased Premises") to TENANT.

1.2 The Lease was amended by a First Amendment to Fixed Base Operation Lease dated as of September 21, 1990, a Second Amendment to Fixed Base Operations Lease dated as of December 24, 1998 and a Third Amendment to Fixed Base Operations Lease dated as of March 5, 2003. The Lease, as amended, is referred to herein as the "Lease".

1.3 The parties desire to further amend the Lease by adding an additional area, known as Parcel B-16 (the "Additional Leased Premises"), to the Leased Premises. The Additional Leased Premises are depicted on Exhibit "A" attached hereto and incorporated herein by this reference.

1 2. Additional Leased Premises. LANDLORD does hereby lease, and TENANT
2 does hereby take and accept the Additional Leased Premises, and both parties agree that
3 the Additional Leased Premises shall be subject to the terms and conditions of the Lease.
4 TENANT accepts the Additional Leased Premises, including any improvements thereon,
5 "AS IS, WHERE IS, AND WITH ALL FAULTS" excepting therefrom any environmental
6 contamination on the Additional Leased Premises not created by TENANT. LANDLORD
7 shall be responsible for all liability associated with any environmental contamination on the
8 Additional Leased Premises existing prior to the date TENANT takes possession of the
9 Additional Leased Premises, which such "possession date" shall be mutually agreed upon
10 by the parties and evidenced pursuant an executed Memorandum in the form attached
11 hereto as Exhibit "C". Notwithstanding the foregoing, TENANT shall be responsible for
12 removing, and properly disposing of, asbestos-containing floor tiles from the existing
13 improvements located on the Additional Leased Premises. TENANT acknowledges receipt
14 of a Phase I Environmental Assessment dated October 5, 2005 and a Phase II
15 Investigation Report dated December 6, 2005, each prepared by SCS Engineers and
16 relating to the Additional Leased Premises.
17
18

19 3. Leased Premises. Paragraph 1 of the Lease is hereby amended by changing
20 "12.656 acres" to read "13.576 acres".
21

22 4. Base Rent for Additional Leased Premises. TENANT agrees to pay to
23 LANDLORD as a base land rental payment for the Additional Leased Premises the sum
24 of TWO THOUSAND FIVE HUNDRED SEVENTY-NINE and 92/100 Dollars (\$2,579.92)
25 per month ("Additional Leased Premises Land Rent") and such Additional Leased
26 Premises Land Rent shall be in addition to, and not in lieu of, any other rental payments,
27 including land rents, otherwise required by the Lease.
28

1 5. Additional Rental Payment for Additional Leased Premises. Additional rental
2 payments shall be due in connection with the Additional Leased Premises on the same
3 dates and in the same manner as additional rental payments are due in connection with
4 the rest of the Leased Premises, as described in Section 5 of the Lease. Notwithstanding
5 the foregoing, when determining additional rent for the Additional Leased Premises under
6 Section 5 of the Lease, the value component described in subsection 5.1.1.A of the Lease
7 shall not be considered in a determination of "fair market value" with respect to the
8 Additional Leased Premises; such "fair market value" shall be determined solely based on
9 the value components described in subsections 5.1.1.B, 5.1.1.C and 5.1.1.D.
10

11 6. Additional Leased Premises Building Improvements. Unless the Lease has been
12 earlier terminated with respect to the Additional Leased Premises in accordance with
13 Section 7 of this Amendment, within five years of the Effective Date of this Amendment,
14 TENANT, at TENANT'S sole cost and expense without rent credit or offset, shall expend
15 at least TWO HUNDRED THOUSAND and NO/100 Dollars (\$200,000.00) for
16 improvements to the building(s) currently located upon the Additional Leased Premises,
17 which such improvements may include roof and interior repairs, painting, floor covering,
18 removal of materials which contain asbestos, electrical system upgrade and HVAC repairs
19 (the "Building Improvements"). Building Improvements expenses shall generally comply
20 with the projected budget detail attached hereto as Exhibit "B". The Building Improvements
21 shall be completed in accordance with all applicable laws and industry standards, and shall
22 be subject to the requirements of Section 8 of the Lease. LANDLORD may verify Building
23 Improvements expenses incurred by TENANT in accordance with Section 41 of the Lease.
24 Notwithstanding any provision to the contrary in Sections 3.1 and 9 of the Lease, any and
25 all improvements located on the Additional Leased Premises as of the Effective Date of
26
27
28

1 this Amendment shall be left in place at the expiration or earlier termination of the Lease
2 or the Additional Leased Premises.

3 7. Early Termination. TENANT may terminate the Lease insofar as it respects the
4 Additional Leased Premises upon ninety (90) days' prior written notice to LANDLORD.
5 Upon termination of the Lease with respect to the Additional Leased Premises all
6 Additional Leased Premises Land Rent obligations shall cease and (i) TENANT shall return
7 possession of the Additional Leased Premises to LANDLORD in a broom-clean condition,
8 but without any obligation to make structural repairs which were not caused by the
9 negligence of TENANT, and (ii) TENANT shall remove any hazardous materials used or
10 placed on the Additional Leased Premises by TENANT.
11

12 8. Binding Effect. Except as amended by this Amendment, the Lease remains
13 unchanged and in full force and effect.
14

15 9. Effective Date. This Amendment shall be effective as of the date executed by
16 LANDLORD.

17 \\
18

19 \\
20

21 \\
22

23 \\
24

25 \\
26

27 \\
28

\\
29

\\
30

\\
31


\\
32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Fixed Base Operation Lease as of the day and year first above written.

GULFSTREAM AEROSPACE CORPORATION,
a California corporation

Date: DEC 05 2006

By: 

Its: Sr. V.P. Finance, CFO

"TENANT"

CITY OF LONG BEACH, a
municipal corporation

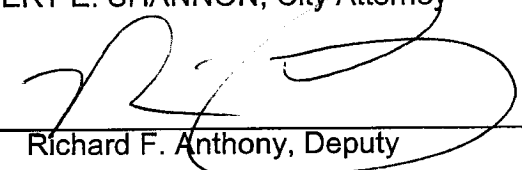
Date: 12.11.06

By: 

"LANDLORD"

The foregoing Fourth Amendment to Fixed Base Operation Lease is approved as to form this 7th day of December, 2006.

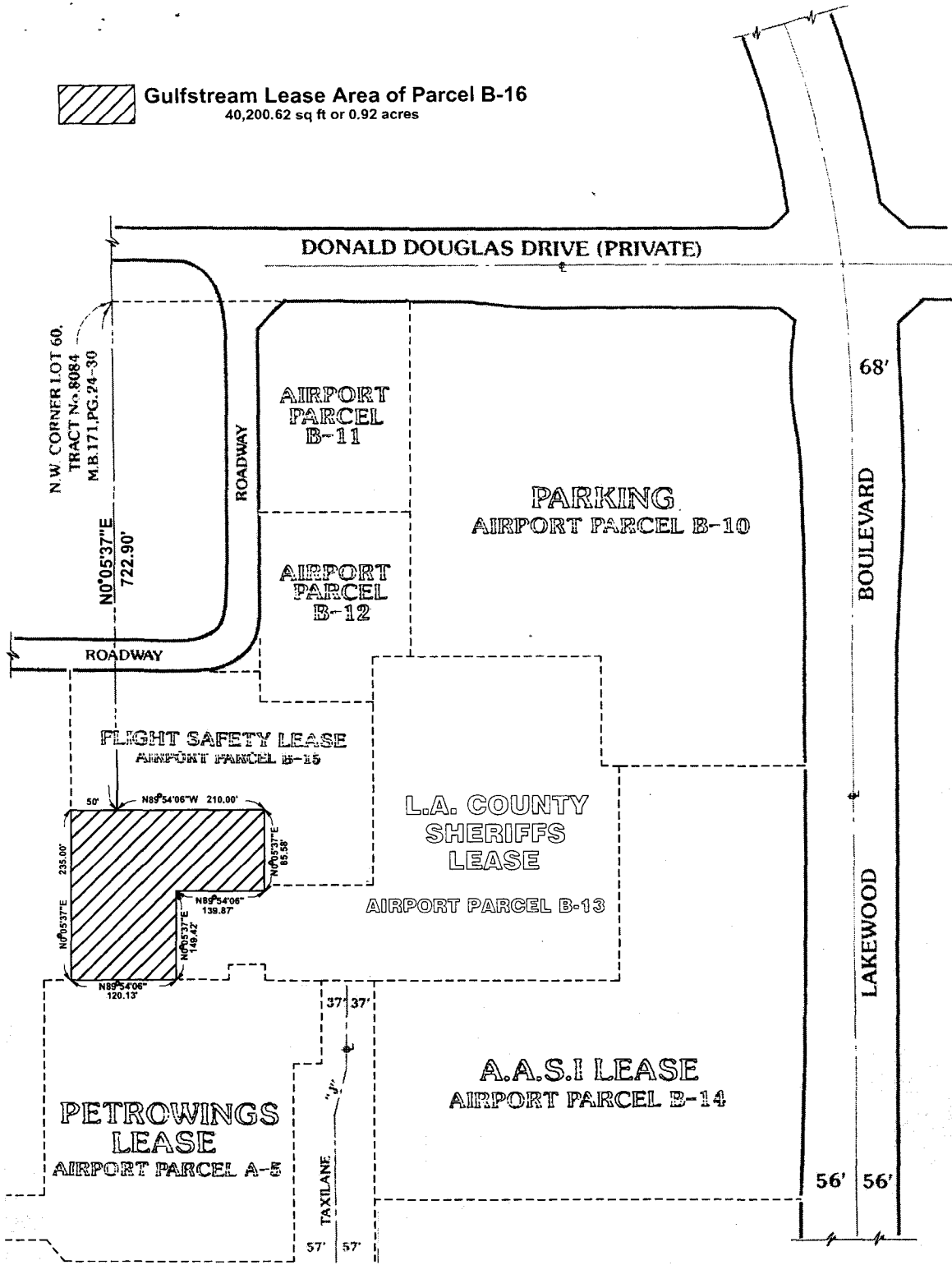
ROBERT E. SHANNON, City Attorney

By: 
Richard F. Anthony, Deputy

RFA:abc 11/15/2006 #06-04738
L:\APPS\CityLaw\32\WPDOCS\026\005\00097348.WPD



Gulfstream Lease Area of Parcel B-16
40,200.62 sq ft or 0.92 acres



CITY OF LONG BEACH - CALIFORNIA
DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

Long Beach Airport Lease of Parcel B-16 to
Gulfstream

EXHIBIT "A"

Building Improvements	NTE\$
Replace Roof	\$ 37,000
Repair Interior	\$ 47,535
Paint Floor	\$ 27,054
Replace Tile/Carpet	\$ 14,278
Remove Asbestos Floor Tiles	\$ 32,780
Upgrade Electrical to 480V	\$ 54,880
Upgrade Electrical City Permits	\$ 1,100
Repair HVAC units	\$ 13,560
	\$ 228,187

EXHIBIT "B"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "C"

MEMORANDUM OF COMMENCEMENT AND EXPIRATION DATE

The undersigned are the parties to that certain Fourth Amendment to Fixed Base Operation Lease dated December 1, 2006 ("Fourth Amendment"), pursuant to which, among other things, certain additional premises were leased by the City of Long Beach to Gulfstream Aerospace Corporation.

Pursuant to the terms of the Fourth Amendment, the undersigned hereby acknowledge and agree that the "possession date" with respect to the Additional Leased Premises is: DEC 13 2006.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year shown below.

GULFSTREAM AEROSPACE CORPORATION,
a California corporation

DEC 05 2006

Date: _____

By: [Signature]

Its: Sr. V. P. Finance, CFO

"TENANT"

CITY OF LONG BEACH,
a municipal corporation

Date: 12.11.06

By: [Signature]

"LANDLORD"

APPROVED AS TO FORM

12/7, 2006
ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney