

SECOND AMENDMENT TO OFFICE LEASE

This SECOND AMENDMENT TO OFFICE LEASE ("**Second Amendment**") is made and entered into effective as of October 10, 2022 (the "**Effective Date**") by and between 222 WEST SIXTH STREET, LLC, a Delaware limited liability company ("**Landlord**"), and CITY OF LONG BEACH, a municipal corporation ("**Tenant**").

RECITALS:

A. Pacific Place Office LLC, a Delaware limited liability company ("**Original Landlord**") and Tenant entered into that certain Office Lease dated as of December 28, 2016 (the "**Original Lease**"), as amended by that certain First Amendment dated as of October 12, 2017 (the "**First Amendment**", and together with the Original Lease, collectively, the "**Lease**") between Original Landlord and Tenant.

B. Landlord has succeeded to the interests of Original Landlord as landlord under the Lease.

C. Pursuant to the Lease, Landlord currently leases to Tenant and Tenant currently leases from Landlord that certain space containing a total of approximately 9,195 rentable square feet (the "**Existing Premises**") commonly known as (i) Suite 410 containing approximately 8,020 rentable square feet (the "**Remaining Premises**"), and (ii) Suite 480 containing approximately 1,175 rentable square feet (the "**Reduction Premises**"), each located on the fourth (4th) floor of that certain building addressed as 222 West 6th Street, Los Angeles, California 90731 (the "**Building**").

D. Landlord and Tenant now desire to amend the Lease to (i) reduce the Existing Premises by the Reduction Premises, (ii) extend the Term of the Lease as to the Remaining Premises, and (iii) modify various terms and provisions of the Lease, all as hereinafter provided.

E. Except as otherwise set forth herein, all capitalized terms used in this Second Amendment shall have the same meanings given such terms in the Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Reduction Premises. Landlord and Tenant hereby agree that the Lease (as amended hereby) shall terminate with respect to the Reduction Premises only, at 11:59 PM on November 30, 2022 (the "**Reduction Date**"). Tenant covenants to surrender and deliver exclusive possession of the Reduction Premises to Landlord on or prior to the Reduction Date in good order, condition and repair, ordinary wear and tear excepted, and otherwise in accordance with the applicable surrender provisions of the Lease (as amended hereby). If Tenant does not surrender and deliver exclusive possession of the Reduction Premises to Landlord on or before the Reduction Date, such occupancy by Tenant shall be deemed a holdover under the Lease (as amended hereby) and the terms of Article 21.2 of the Original Lease shall apply (except that the

Monthly Base Rent payable by Tenant for the Reduction Premises during such holding over shall be equal to \$5,710.50 per month). Effective immediately after the Reduction Date, the Existing Premises leased by Tenant from Landlord pursuant to the Lease (as amended hereby) shall no longer include the Reduction Premises, and for all intents and purposes under the Lease (as amended hereby) the "Premises" shall consist of the Remaining Premises only, containing a total of approximately 8,020 rentable square feet. Notwithstanding the termination of the Lease (as amended hereby) with respect to the Reduction Premises as provided herein or any provision of this Second Amendment to the contrary, Tenant shall remain liable for: (A) all of Tenant's obligations under the Lease (as amended hereby) with respect to the Reduction Premises arising prior to and including the Reduction Date; and (B) all of Tenant's indemnification and other obligations with respect to the Reduction Premises which expressly survive termination of the Lease (as amended hereby).

2. Extension of Lease Term. The Term of the Lease with respect to the Remaining Premises, which is currently scheduled to expire on November 30, 2022, is hereby extended to expire on June 30, 2023 with respect to the Remaining Premises only, unless sooner terminated pursuant to the terms of the Lease (as amended hereby). The seven (7)-month period of the Term (as so extended) with respect to the Remaining Premises commencing December 1, 2022 (the "**Extension Date**") and expiring on June 30, 2023 shall be referred to herein as the "**Extended Term**". Effective from and after the Extension Date, all references to the "**Term**" shall mean the Term, as extended by the Extended Term and all references to the "**Expiration Date**" shall mean and refer to June 30, 2023.

3. Base Rent. During the Extended Term, the monthly installments of Base Rent payable by Tenant for the Remaining Premises shall be as set forth in the following schedule:

Period of Extended Term	Monthly Installments of Base Rent for the Remaining Premises
December 1, 2022 -- June 30, 2023	\$20,050.00

4. Tenant's Proportionate Share. During the Extended Term, as a result of the reduction of the Existing Premises by the Reduction Premises, Tenant's Percentage shall be 2.74% (i.e., 8,020 rentable square feet in the Remaining Premises / 292,540 rentable square feet of rentable floor area in the Building) and the Base Year for the Remaining Premises shall remain the calendar year 2017.

5. Condition of Premises. Tenant shall continue to occupy the Reduction Premises and Remaining Premises during the remainder of the respective Term therefor in its current "AS IS" condition, without any obligation on Landlord's part to construct or pay for any tenant improvements or refurbishment work in the Reduction Premises or the Remaining Premises.

6. CASp. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that neither the Existing Premises nor the Building have undergone inspection by a Certified Access Specialist (CASp). In

addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code:

"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 lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee 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."

In furtherance of and in connection with such notice: (i) Tenant, having read such notice and understanding Tenant's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Existing Premises and Building to the extent permitted by applicable laws now or hereafter in effect; and (ii) if the waiver set forth in clause (i) hereinabove is not enforceable pursuant to applicable laws now or hereafter in effect, then Landlord and Tenant hereby agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of the foregoing notice): (A) Tenant shall have the one-time right to request for and obtain a CASp inspection of the Existing Premises, which request must be made, if at all, in a written notice delivered by Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date; (B) any CASp inspection of the Existing Premises timely requested by Tenant shall be conducted (1) between the hours of 9:00 a.m. and 5:00 p.m. on any business day, (2) only after ten (10) days' prior written notice to Landlord of the date of such CASp inspection, (3) in a professional manner by a CASp designated by Landlord and without any testing that would damage the Existing Premises and/or the Building in any way, and (4) at Tenant's sole cost and expense, including, without limitation, Tenant's payment of the fee for such CASp inspection, the fee for any reports prepared by the CASp in connection with such CASp inspection (collectively, the "CASp Reports") and all other costs and expenses in connection therewith; (C) Tenant shall deliver a copy of any CASp Reports to Landlord within three (3) business days after Tenant's receipt thereof; (D) Tenant, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs to or within the Existing Premises to correct violations of construction-related accessibility standards disclosed by such CASp inspection; and (E) if such CASp inspection identifies any improvements, alterations, modifications and/or repairs necessary to correct violations of construction-related accessibility standards relating to those items of the Building located outside the Existing Premises that are Landlord's obligation to perform as set forth in the Lease, as hereby amended, then Landlord shall perform such improvements, alterations, modifications and/or repairs as and to the extent required by applicable laws to correct such violations, and Tenant shall reimburse Landlord for the cost of such improvements, alterations, modifications and/or repairs within ten (10) business days after Tenant's receipt of an invoice therefor from Landlord.

7. Landlord's Addresses. Landlord and Tenant agree that, effective as of the Effective Date, the Lease shall be amended to reflect that Landlord's address for notices and payment of Rent shall be amended as follows:

222 West Sixth Street, LLC
c/o RiverRock Real Estate Group
222 West 6th Street, Suite 310
San Pedro, CA 90731
Attention: Property Manager
Phone: 714.689.1992

with a copy to:

Harbor Associates, LLC
200 Pine Avenue, Suite 502
Long Beach, CA 90802
Attention: Joon Choi

8. Miscellaneous Modification. Effective from and after the Effective Date, the last sentence of Section 1.11 of the Original Lease and the entirety of Rider Nos. 1 and 2 attached to the Original Lease shall be deemed deleted and of no further force or effect. Further, effective from and after the Effective Date, (i) the text "one hundred fifty percent (150%)" in the second (2nd) sentence of Section 21.2 of the Original Lease shall be deemed deleted and replaced with "two hundred percent (200%)", and (ii) the following shall be added at the end of Section 21.2 of the Original Lease: "Tenant acknowledges that Landlord is currently marketing the Building for sale to third parties and that Tenant's holding over in the Premises beyond the Expiration Date may cause Landlord significant consequential, special, and indirect damages and losses (collectively, "Holdover Special Damages"), including, without limit, increased financing costs, lost profits, penalties payable to a potential buyer, diminution in market value, and other losses and damages due to, among other things, a delay in closing escrow on such a sales transaction or the termination of a sales transaction as a result of such holdover; without limit to anything contained in the foregoing, Tenant agrees that Tenant's liability for losses as a result of a holdover and Tenant's indemnification obligations in favor of Landlord and the Landlord Parties with respect to liabilities, damages, losses, claims, suits, costs and expenses arising from or relating to any holdover by Tenant shall in each case apply to Holdover Special Damages incurred or suffered by Landlord.

9. Brokers. Landlord and Tenant each hereby represents and warrants to the other party that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Second Amendment, except for brokers from CBRE, Inc., representing Landlord, and Kidder Mathews, representing Tenant (collectively, the "**Brokers**"), and that it knows of no real estate broker or agent (other than the Brokers) who is entitled to a commission in connection with this Second Amendment. Landlord shall pay the Brokers a commission in connection with this Second Amendment pursuant to a separate agreement or agreements between and/or among Landlord and the Brokers. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be

owing in connection with this Second Amendment on account of any breach of the foregoing representation and warranty by the indemnifying party (other than the Brokers).

10. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect.

11. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which is to be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.

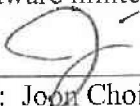
12. Electronic Signatures. Each of the parties to this Second Amendment (i) has agreed to permit the use from time to time, where appropriate, of telecopy or other electronic signatures (including, without limitation, DocuSign) in order to expedite the transaction contemplated by this Second Amendment, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on such telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Second Amendment and the documents affecting the transaction contemplated by this Second Amendment based on the fact that a signature was sent by telecopy or electronic transmission only.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Second Amendment has been executed as of the day and year first above written.

"Landlord"

222 WEST SIXTH STREET, LLC,
a Delaware limited liability company

By: 
Name: Joon Choi
Its: Authorized Signatory

"Tenant"

CITY OF LONG BEACH,
a municipal corporation

By: 
Name: TOM MODICA
Title: CITY MANAGER

IN WITNESS WHEREOF, this Second Amendment has been executed as of the day and year first above written.

"Landlord"

222 WEST SIXTH STREET, LLC,
a Delaware limited liability company

By: [Signature]
Name: Joon Choi
Its: Authorized Signatory

"Tenant"

CITY OF LONG BEACH,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

11.17.20
CHARLES PARKIN, City Attorney
By: [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY