

30534

FIFTH AMENDMENT TO OFFICE LEASE
(211 E Ocean Boulevard)

FIFTH AMENDMENT TO OFFICE LEASE ("**Fifth Amendment**") is made and entered into as of March ~~26~~, 2019 (the "**Effective Date**"), by and between OCEAN CAPITAL PARTNERS, LLC, a California limited liability company and OCEAN HOLDINGS GROUP, LLC, a California limited liability (collectively, "**Landlord**"), and CITY OF LONG BEACH, a municipal corporation ("**Tenant**").

R E C I T A L S:

A. Landlord's predecessor-in-interest and Tenant entered into that certain Office Lease dated as of February 21, 2008 (the "**Original Lease**"), as amended by that certain First Amendment to Office Lease dated as of October 7, 2009 (the "**First Amendment**"), that certain Second Amendment to Office Lease dated as of September 5, 2010 (the "**Second Amendment**"), that certain Third Amendment to Office Lease dated as of June 29, 2015 (the "**Third Amendment**"), and that certain Fourth Amendment to Lease dated as of July 20, 2018 (the "**Fourth Amendment**"), whereby Tenant leases certain office space located in that certain building commonly known as Downtown Plaza and located at 211 East Ocean Boulevard, Long Beach, California (the "**Building**"). The Original Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment may be referred to collectively herein as the "**Lease**."

B. By this Fifth Amendment, Landlord and Tenant desire to extend the Term and to otherwise amend the Lease as provided herein.

C. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Lease. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Fifth Amendment.

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 hereby agree as follows:

A G R E E M E N T:

1. **Premises.** Landlord and Tenant hereby acknowledge that, pursuant to the Lease, Landlord leases to Tenant and Tenant currently leases from Landlord, as of the Effective Date, that certain office space in the Building containing approximately 2,975 rentable (2,437 usable) square feet located on the fourth (4th) floor of the Building and commonly known as Suite 410 (the "**Premises**"), as further described in the Lease.

2. Extended Term for the Premises. The Term of the Lease with respect to the Premises shall be extended such that the Lease shall expire on July 31, 2020 ("**Fifth Amendment Expiration Date**"). The period from August 1, 2019 through the Fifth Amendment Expiration Date shall be referred to herein as the "**Fifth Amendment Extended Term.**" Tenant shall have no unilateral right to further extend the Fifth Amendment Extended Term beyond the Fifth Amendment Expiration Date.

3. Monthly Installments of Base Rent for the Premises. Notwithstanding anything to the contrary in the Lease, during the Fifth Amendment Extended Term, Tenant shall pay, in accordance with the provisions of this Section 3 and the applicable provisions of the Lease, monthly installments of Base Rent for the Premises as follows:

<u>Period</u>	<u>Monthly Installments of Base Rent</u>	<u>Monthly Base Rent per Rentable Square Foot</u>
August 1, 2019 – July 31, 2020	\$7,497.00	\$2.52

4. Additional Rent. During the Fifth Amendment Extended Term, Tenant shall not be required to pay Additional Rent with respect to the Premises.

5. Condition of Premises. Tenant hereby agrees to continue to accept the Premises in its "as-is" condition and Tenant hereby acknowledges that Landlord shall not be obligated to provide or pay for any other work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises.

6. Parking. During the Fifth Amendment Extended Term, Tenant shall have the right to rent three (3) unreserved parking passes for each 1,000 usable square foot contained in the Premises, which equals seven (7) unreserved passes in the Parking Area. Except as set forth in this Section 6, all other terms and conditions of Section 6 of the Fourth Amendment and Exhibit C of the Original Lease shall apply to Tenant's lease of unreserved parking spaces.

7. Brokers. Each party represents and warrants to the other that no broker, agent or finder, other than The Ruth Group on behalf of Landlord (the "**Broker**") negotiated or was instrumental in negotiating or consummating this Fifth Amendment. The Broker shall be compensated by Landlord pursuant to separate agreements. Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any person or entity, other than the Broker, who claims or alleges that they were retained or engaged by the first party or at the request of such party in connection with this Fifth Amendment.

8. Defaults. Tenant hereby represents and warrants to Landlord that, as of the date of this Fifth Amendment, Tenant is in full compliance with all terms, covenants and conditions of the Lease and that there are no breaches or defaults under the Lease by Landlord or Tenant, and that Tenant knows of no events or circumstances which, given the passage of time, would constitute a default under the Lease by either Landlord or Tenant.


9. No Further Modification. Except as set forth in this Fifth Amendment, all of the terms and provisions of the Lease shall apply with respect to the Premises and shall remain unmodified and in full force and effect.

Signature page follows.

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

"LANDLORD"

OCEAN CAPITAL PARTNERS, LLC,
a California limited liability company,

By: 
Mark Severns, Managing Member

OCEAN HOLDINGS GROUP, LLC,
a California limited liability company,

By: 
Mark Severns, Managing Member

"TENANT"

CITY OF LONG BEACH,
a municipal corporation

By: 

Print Name: Tom Modica

Title: Assistant City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

APPROVED AS TO FORM

3-26, 2019
CHARLES PARKIN City Attorney

By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY