

FIRST AMENDMENT OF LEASE

34494

THIS FIRST AMENDMENT OF LEASE (hereafter called this "*Amendment*") is made this 12th day of October, 2017 (the "*Effective Date*") by and between **PACIFIC PLACE OFFICE LLC**, a Delaware limited liability company, the principal place of business and office address of which is c/o Jupiter Holdings LLC, 24 Corporate Plaza, Suite 100, Newport Beach, California 92660 (hereafter called "*Landlord*"), and **CITY OF LONG BEACH**, a municipal corporation, the principal place of business and address of which is 333 West Ocean Boulevard, Long Beach, California 90802 (hereafter called "*Tenant*").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Office Lease dated December 28, 2016 (the "*Lease*"), demising approximately 8,020 square feet of floor area designated as Suite No. 410 in the Topaz office building located at 222 West 6th Street, Los Angeles, California (the "*Building*"); and

WHEREAS, Tenant desires to lease additional space within the Building from Landlord, and otherwise to amend the Lease as hereinafter set forth; and

WHEREAS, Landlord is willing to lease additional space to Tenant, and otherwise to amend the Lease as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Lease, and intending to be bound legally hereby, Landlord and Tenant hereby agree as follows:

1. **Confirmation of Defined Terms.** Unless modified herein, all terms previously defined and capitalized in the Lease shall hold the same meaning for the purposes of this Amendment.

2. **Premises.** Section 1.4 of the Lease is hereby amended to reflect the following. The Premises is initially designated as Suite No. 410 (the "*Original Premises*") as depicted on the plan originally attached to the Lease as Exhibit A. From and after September 1, 2017 (the "*Expansion Date*"), in addition to the Original Premises, Tenant shall have the right to occupy an area on the 4th floor of the Building adjacent to Suite No. 410 designated as Suite No. 480, containing approximately 1,175 square feet of rentable floor area as shown on Exhibit A attached to this Amendment (the "*Expansion Space*"). Prior to the Expansion Date, the term "Premises" as used in the Lease shall mean the Original Premises; from and after the Expansion Date, the term "Premises" as used in the Lease shall mean the Original Premises and the Expansion Space, which together contain approximately 9,195 square feet of rentable floor area in total.

3. **Commencement Date.** Section 1.6 of the Lease and Section 7(a) of Exhibit C attached to the Lease are hereby amended to reflect that the Commencement Date of the Term is July 1, 2017.

4. **Monthly Base Rent.** Section 1.8 of the Lease is hereby deleted in its entirety and the following inserted in place thereof:

1.8 Monthly Base Rent:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Rate PSF</u>
From the Commencement Date through and including August 31, 2017.	\$16,842.00**	\$2.10
From September 1, 2017 through and including June 30, 2018.	\$19,309.50**	\$2.10
From July 1, 2018 through and including June 30, 2019.	\$19,861.20	\$2.16
From July 1, 2019 through and including June 30, 2020.	\$20,504.85	\$2.23
From July 1, 2020 through and including June 30, 2021.	\$21,056.55	\$2.29
From July 1, 2021 through and including June 30, 2022.	\$21,700.20	\$2.36
From July 1, 2022 through and including November 30, 2022.	\$22,343.85	\$2.43

Notwithstanding the foregoing, provided Tenant is not in default under this Lease, Landlord hereby agrees to abate Tenant's obligation to pay the Monthly Base Rent due during the second through the sixth months of the Term, inclusive, for Suite No. 410, and Landlord hereby agrees to abate Tenant's obligation to pay the Monthly Base Rent due during the fourth through the sixth months of the Term, inclusive, for Suite No. 480 (such amounts of abated Monthly Base Rent being hereinafter collectively referred to as the "Abated Amount**").

5. **Tenant's Percentage:** Section 1.16 of the Lease is hereby amended to provide that from and after the Expansion Date, Tenant's percentage of Operating Expenses, Taxes, Insurance Costs and Utility Costs in shall increase from 2.742% to 3.143%.

6. **Exhibit A.** The Lease is hereby amended by deleting the Exhibit A attached thereto and by substituting the Exhibit A attached to this First Amendment in place thereof.

7. **Condition of Premises.** Landlord shall deliver the Expansion Space to Tenant, and Tenant shall accept the Expansion Space, in its existing, "as is, where is" condition. Tenant hereby acknowledges that Landlord is not required to pay for or make any improvements to the Expansion Space in connection with this Amendment.

8. **Non-waiver.** The execution and delivery of this Amendment shall in no manner constitute a waiver of any defaults which may have occurred and be continuing under the Lease.

9. **No Commission.** Except for the broker's commission to be paid by Landlord to Tenant's broker, Cresa Los Angeles, under a separate agreement, Tenant represents and warrants to

Landlord that Tenant has done nothing to give rise to the payment of a broker's commission or fee in connection with this Amendment.

10. **Tenant Certification.** To induce Landlord to enter into this Amendment, Tenant hereby certifies to Landlord that as of the Effective Date, to Tenant's knowledge: (i) the Lease, as herein amended, contains the entire agreement between the parties relating to the Premises and that there are no other agreements relating to the Premises or the Building which are not contained in the Lease, as herein amended; (ii) Landlord is not in default in any respect regarding any of the terms, covenants and conditions of the Lease, as herein amended; and (iii) Tenant has no setoffs, counterclaims or defenses against Landlord under the Lease, as herein amended.

11. **Ratification.** The Lease, as herein amended, is hereby ratified and confirmed and shall continue in full force and effect.

12. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.


13. **Facsimile and Electronic Delivery.** The parties hereto agree that this Amendment may be executed and the signature page transmitted by facsimile or other electronic transmission. The delivery of such facsimile or electronic copy of the executed signature page to this Amendment shall constitute effective execution and delivery hereof. If so executed and delivered by one or both of the parties hereto, the effectiveness of this Amendment shall not be affected by the non-delivery of any manually-signed signature page.

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

PACIFIC PLACE OFFICE LLC, a Delaware limited liability company

By JUPITER B-II LLC, a Delaware limited liability company
Its Member

By JUPITER ADVISORS LLC, a California limited liability company
Its Manager

By 
Edmond F. St. Geme
Its Managing Member

Landlord

CITY OF LONG BEACH, a municipal corporation

By 
Name: Tom Modica
Title: Assistant City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

By _____
Name:
Title:

Tenant

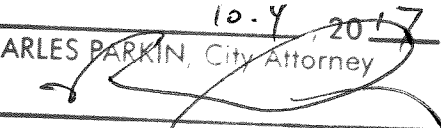
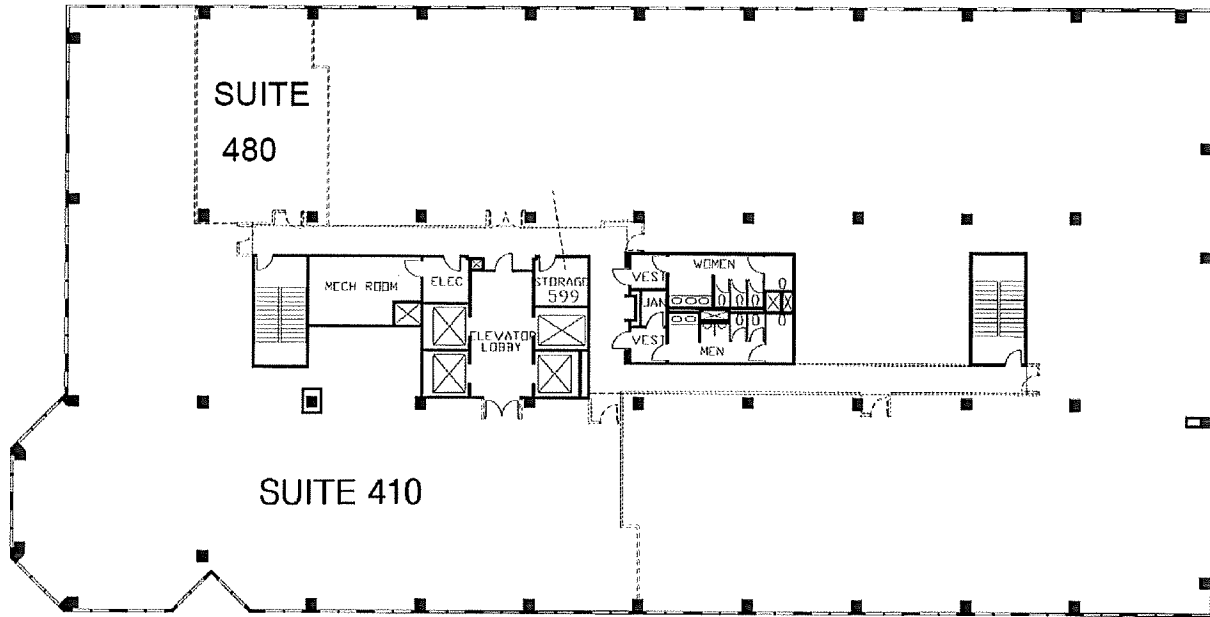

APPROVED AS TO FORM
10-4-2013
CHARLES PARKIN, City Attorney
By 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

EXHIBIT A

Floor Plan of Expansion Area



222 WEST 6TH STREET - TOPAZ BUILDING
JOB #: 1175

OCTOBER 18, 2016 
BASED ON REPORT: BOMA OFFICE 2010 (METHOD A)
DATED: SEPTEMBER 8, 2015