

36501

CONSENT OF LANDLORD TO RIGHT OF ENTRY PERMIT

DOUGLAS PARK ASSOCIATES III, LLC, a Delaware limited liability company ("Landlord") and City of Long Beach, a municipal corporation ("Tenant") are parties to that certain Standard Industrial Lease (Net) dated April 30, 2021 (the "Master Lease"), whereby Tenant leases from Landlord that certain building containing approximately 74,478 square feet, commonly known as 3861 Worsham Avenue, Long Beach, California 90803 (the "Master Premises"). The Master Lease grants to Tenant certain rights to use the parking spaces serving the Master Premises.

Tenant entered into that certain Right of Entry Permit dated November 1, 2022 (the "Permit") with Rocket Lab USA, Inc., a Delaware corporation ("Permittee"), pursuant to which Tenant grants to Permittee the temporary right to use sixty (60) parking spaces serving the Master Premises (the "Parking Spaces"). Landlord hereby consents to Permittee's use of the Parking Spaces pursuant to the terms of the Permit, subject to the terms of this Consent of Landlord to Right of Entry Permit (the "Consent").

Landlord's consent is not intended, and shall not be construed (i) to modify or otherwise affect any of the provisions of the Master Lease, or to release Tenant from any of its obligations and duties under the Master Lease, (ii) as a waiver of any of Landlord's rights under the Master Lease, (iii) as an authorization or a consent by Landlord to any assignment of the interest of Tenant in the Master Lease or to the further subleasing of the Parking Spaces and/or any part of the Master Premises, and (iv) as binding or obligating Landlord in any manner whatsoever with respect to any of the covenants, undertakings, representations, warranties or agreements contained in the Permit, notwithstanding anything to the contrary contained therein. Notwithstanding anything in the Permit to the contrary, this Consent shall not be deemed or construed to make Permittee a third party beneficiary of the provisions of the Master Lease, or create or permit any direct right of action by Permittee against Landlord for breach of any covenant of Landlord under the Master Lease.

It is a condition to Landlord's consent to the Permit that, notwithstanding anything in the Permit to the contrary: (i) Permittee's use of the Parking Spaces and the Permit will be subject and subordinate to the Master Lease in all respects and to all mortgages which are secured, in whole or in part, by the Premises, and in the event any term of the Permit conflicts with the Master Lease, the terms of the Master Lease shall control; (ii) in the event Tenant is in default under the Master Lease beyond any applicable notice and cure periods set forth therein, Landlord may enforce the provisions of the Permit, if any, including collection of parking fees directly from Permittee; (iii) in the event of termination of the Master Lease for any reason whatsoever, including, without limitation, a voluntary surrender by Tenant, or any default by Tenant, or in the event of any re-entry or repossession of the Parking Spaces by Landlord, Landlord may, at its sole option, either (a) terminate the Permit and Permittee's use of the Parking Spaces, or (b) take over all of the right, title and interest of Tenant, as sublessor, under the Permit, in which case the Permittee will remain to Landlord, but that nevertheless Landlord will not (1) be liable for any previous act or omission of Tenant under the Permit, (2) be subject to any defense or offset previously accrued in favor of the Permittee against Tenant, (3) be bound by any previous prepayment by Permittee of more than one month's parking fees, or (4) be bound by any security deposit made by Permittee which is not delivered or paid over to Landlord and with respect to which Permittee shall look solely to Tenant for refund or reimbursement, and/or any letter of credit delivered by Permittee which is not assigned to Landlord; (iv) Permittee shall not be entitled to exercise any audit rights to inspect Landlord's books and records, any self-help rights to complete any repairs and/or maintenance required of Landlord, any extension, expansion, and/or purchase option(s) and/or rights of first offer (or similar rights), if any, which may have been granted to Tenant under the Master Lease; (v) Permittee shall name Landlord as an additional insured on all policies of commercial general liability insurance maintained by Permittee with respect to the Parking Spaces of the type, in the amounts and on the conditions required under the Master Lease; (vi) the Permit shall not be modified without Landlord's prior written consent and any modification without such consent shall be null and void; (vii) intentionally omitted; (viii) Tenant pay to Landlord concurrently with Tenant's execution and delivery to Landlord of this Consent, the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), consisting of Landlord's review fee and Landlord's attorneys' fees in accordance with the provisions Paragraph 19 of the Master Lease; and (ix) by providing this Consent, Landlord shall not be deemed to have made, confirmed, approved or acknowledged any of the terms, statements, representations, warranties, or covenants set forth in the Permit or otherwise, and Permittee's remedies in connection with any violation of any of the same shall be against Tenant only and not against Landlord. In addition, Tenant and Permittee, jointly and severally, shall indemnify, protect, defend, and hold Landlord harmless from any and all claims, suits, costs, expenses, liability, losses, damages, causes of action, and judgments, arising in any way from, or in connection with, the Permit, the Parking Spaces and/or the use thereof or access thereto (it being acknowledged by Tenant and Permittee that Permittee's Parking Space users will have to cross a street to access the Parking Spaces and that Landlord has no responsibility therefor), or any claims asserted by Tenant, Permittee, Permittee's Parking Space users and any other person or entity against Landlord or the Parking Spaces.

This Consent may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties agree that electronic signatures, including those delivered by PDF or signed through the electronic signature system known as "DocuSign", shall have the same effect as originals.

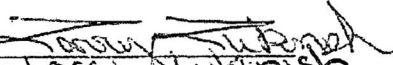
This Consent has been executed this 14th day of December 2022.

LANDLORD:

DOUGLAS PARK ASSOCIATES III, LLC,
a Delaware limited liability company

By: **SRG Long Beach III, L.P.,**
a California limited partnership
Its: **Managing Member**

By: **Regis Contractors, Inc.,**
a California corporation
Its: **General Partner**

By: 
Name: Lorna Lukianish
Its: Authorized Agent

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CONTINUED ON FOLLOWING PAGE]

Tenant represents and warrants to Landlord that (a) the Master Lease is in full force and effect; (b) the Master Lease has not been assigned, encumbered, modified, extended or supplemented; (c) Tenant knows of no defense or counterclaim to the enforcement of the Master Lease; (d) Tenant is not entitled to any reduction, offset or abatement of the rent payable under the Master Lease; (e) a true and complete copy of the Permit is attached hereto, and the Permit constitutes the complete agreement between Tenant and Permittee with respect to the subject matter thereof; (f) Landlord has completed all work to be performed by Landlord under the Master Lease and has paid all contributions and other sums due to Tenant under the Master Lease, and (g) neither Landlord nor Tenant is in default of any of their respective obligations or covenants, and neither has breached any of their respective representations or warranties, under the Master Lease. Moreover, Tenant acknowledges and agrees that, to its knowledge, as of the date of this Consent or before, Landlord has not committed any act or omission which, with the passage of time, could result in a default by Landlord under the Master Lease.

Each of the undersigned hereby acknowledges and accepts the conditions of Landlord's Consent as described hereinabove.

TENANT:

CITY OF LONG BEACH,
a municipal corporation

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

By: *Linda F. Tatum*
Print Name: LINDA F. TATUM
Print Title: ASSISTANT CITY MANAGER

By: _____
Print Name: _____
Print Title: _____

APPROVED AS TO FORM
1-5-2023
CHARLES PARKIN City Attorney
By: *[Signature]*
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

PERMITTEE:

ROCKET LAB USA, INC.,
a Delaware corporation

By: *Stephen Ananias*
Print Name: Stephen Ananias
Print Title: VP Finance

By: _____
Print Name: _____
Print Title: _____

RIGHT OF ENTRY PERMIT
(TO BE ATTACHED)

RIGHT-OF-ENTRY PERMIT

THIS RIGHT-OF-ENTRY PERMIT ("Permit") is made this 1st day of November, 2022 by and between the CITY OF LONG BEACH ("City") and ROCKET LAB USA, INC., a Delaware corporation ("Permittee").

WHEREAS, Permittee has an immediate need to occupy certain real property leased by City commonly known as 3861 Worsham Avenue and more particularly depicted on Exhibit "A" attached hereto (the "Premises").

WHEREAS, City is willing to grant Permittee the temporary right to occupy the Premises in exchange for the payment of a fee and upon the terms and conditions described in this Permit.

NOW THEREFORE, City and Permittee, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, agree as follows:

1. Use and Access. City hereby authorizes Permittee to use and occupy no more than sixty (60) parking spots on the Premises on an exclusive basis, for the express purpose of parking vehicles in connection with the operation of property owned by Permittee adjacent to the Premises. Permittee shall not use the Premises for any other purpose other than as described in this Section. Permittee shall not bring any hazardous materials upon the Premises. The provision of parking spaces under this Permit is intended to meet Permittee's operational demands for parking, and shall not in any way reduce (i) Permittee's obligations to provide on-site parking or (ii) other parking as may be required by applicable zoning codes and regulations. Permittee acknowledges that this Permit is subject to the initial and ongoing approval of City's landlord under the lease for the Premises, and Permittee agrees to promptly pay for all costs incurred by City under such lease resulting from this Permit.

2. Term. Permittee may occupy the parking spots on the Premises beginning on February 1, 2023, and continuing until July 1, 2023 subject to a 6-month extension option exercisable upon the mutual agreement of City and Permittee. At any time during the term hereof, either party may terminate this Permit upon thirty (30) days' advance written notice for any reason or no reason, and in such event Permittee shall thereafter completely vacate the Premises and return the Premises to City in the same condition as delivered to Permittee (including without limitation the removal of any personal property or temporary improvements).

3. Premises and Improvements. Permittee accepts the Premises "as is", and City makes no warranty or representation whatsoever with respect to the Premises, including without limitation as to suitability for Permittee's proposed use. Any improvements necessary for Permittee's use of the Premises shall be temporary in nature, installed solely at Permittee's expense, and shall be removed upon termination of this Permit. Permittee acknowledges that Permittee and its agents and invitees shall park their vehicles at the Premises at their own risk, and that City shall not be liable for damage to, or theft of, such vehicles or personal property contained therein.

4. **Occupancy Fee.** Beginning on the first day of the term, and continuing monthly thereafter, Permittee shall pay, in advance, an occupancy fee to City in an amount equal to \$80 per parking space per month, pro-rated daily for any partial occupancy month.

5. **Insurance.** Permittee shall procure and maintain the following insurance at Permittee's sole expense for the duration of this Permit, including any extensions, renewals, or holding over thereof, from insurance companies that are admitted to write insurance in the State of California or from non-admitted insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and that have ratings of or equivalent to an A:VIII by A.M. Best Company:

a. Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 11 85 or 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such coverage shall include but is not limited to broad form contractual liability, cross liability protection, and garage-keepers legal liability. The City of Long Beach, and its boards, officials, employees, and agents shall be added as additional insureds by endorsement (equivalent in coverage scope to ISO form CG 20 26 11 85) and this coverage shall contain no special limitations on the scope of protection afforded to City, and its boards, officials, employees, and agents.

b. Workers' compensation insurance as required by the California Labor Code and Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness.

Any self-insurance program, self-insured retention or deductible must be approved separately in writing by the City Risk Manager or designee and shall protect City, and its boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or deductible provisions.

Each insurance required hereunder shall be endorsed to provide that coverage shall not be canceled, nonrenewed, or materially changed in coverage or limits (other than by reduction of limits by payment of claims) except after thirty (30) days prior written notice to City, and that coverage shall be primary and not contributing to any other insurance or self-insurance maintained by City, or its boards, employees, or agents.

Prior to the commencement of this Permit, Permittee shall deliver to City certificates of insurance and the endorsements required hereunder for approval as to sufficiency and form, including the certificates of insurance and endorsements of any subpermittee. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Permittee shall, at least thirty (30) days prior to expiration of such policies, furnish City with evidence of renewals. Agency reserves the right to require complete certified copies of all said policies at any time.

Such insurance as required herein shall not be deemed to limit Permittee's liability under this Permit. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Permit.

Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee.

6. Waiver. This Permit confers no rights upon Permittee other than expressly stated herein.

7. Release and Indemnity.

A. Permittee shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Permittee's breach or failure to comply with any of its obligations contained in this Permit, or (2) Permittee's, its officers, employees, agents, subcontractors, or anyone under Permittee's control, use of the Premises (collectively "Claims" or individually "Claim").

B. In addition to Permittee's duty to indemnify, Permittee shall have a separate and wholly independent duty to defend Indemnified Parties at Permittee's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Permittee shall be required for the duty to defend to arise. City shall notify Permittee of any Claim, shall tender the defense of the Claim to Permittee, and shall assist Permittee, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Permittee's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Permit.

[signatures on subsequent page]

