

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO OFFICE LEASE ("**Third Amendment**") is made and entered into effective as of June 30, 2023 (the "**Effective Date**"), by and between Tower 222 SP, LLC ("**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 as amended by that certain Second Amendment dated as of October 10, 2022 ("**Second Amendment**"), wherein 222 West Sixth Street, LLC, a Delaware limited liability company had succeeded Original Landlord as the Landlord ("**Successor Landlord**"), pursuant to which Tenant leases that certain space containing approximately 8,020 rentable square feet (the "**Premises**") commonly known as Suite 410, located on the fourth (4<sup>th</sup>) floor of that certain building addressed as 222 West 6<sup>th</sup> Street, Los Angeles, California (the "**Building**"). The Original Lease together with the First Amendment and Second Amendment are collectively referred to as the "**Lease**", between Tower 222 SP, LLC, as successor to West Sixth Street, LLC and Tenant.

B. Tower 222 SP, LLC is the successor landlord to 222 West 6<sup>th</sup> Street, LLC, and all references to Landlord are hereafter to TOWER 222 SP, LLC.

C. Landlord and Tenant now desire to: (i) extend the Extended Term (as defined in the Second Amendment); and (ii) modify various terms and provisions of the Lease, all as hereinafter provided.

AGREEMENT:

1. Capitalized Terms. Except as otherwise expressly provided herein to the contrary, all capitalized terms used in this Third Amendment shall have the same meaning given such terms in the Lease. All the above recitals are hereby incorporated herein and made part of this Third Amendment.

2. Extended Term. The Extended Term, which is currently scheduled to expire on June 30, 2023, is hereby extended for a period of twelve (12) months (the "**Second Extended Term**") commencing on July 1, 2023 (the "**Second Extension Date**") and expiring on June 30, 2024 (the "**New Expiration Date**"), unless sooner terminated as provided in the Lease (as amended hereby).

3. Base Rent. During the Second Extended Term, the monthly installments of Base Rent payable by Tenant shall be Twenty-Two Thousand and Fifty-Five Dollars (\$22,055.00) per month.

4. Condition of Premises. Tenant is in possession of the Premises and accepts the same in its "AS-IS" condition on the Effective Date and Landlord shall not be obligated to make or pay for any alterations or improvements to the Premises.

5. Base Year. During the Second Extended Term, the Base Year shall be 2023.
6. Brokers. Landlord and Tenant each hereby represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Third Amendment other than, Kidder Mathews, cooperating broker with CBRE, Inc. (collectively, the "**Broker**") and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Third Amendment. Landlord shall pay the Broker a commission in connection with this Third Amendment pursuant to a separate agreement between Landlord and the Broker. 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 Third Amendment on account of the indemnifying party's dealings with any real estate broker or agent (other than the Broker).
7. Termination of Lease by Landlord. Landlord reserves the right to terminate this Lease at any time, by notifying Tenant in writing of such termination upon expiration of one hundred twenty (120) days' written notice, should one or more of the following conditions arise: (a) Landlord is required to satisfy mandatory structural upgrade retrofit; or (b) Landlord elects to reconstruct, remodel and/or seismically retrofit any part of the Premises or Building. Tenant shall pay the Base Rent and Additional Rent, properly apportioned up to such date of termination, and thereafter Landlord and Tenant shall each be released and discharged of all further obligations under the Lease, as amended hereby, except for the provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.
8. Surrender of Premises, Waiver of Allowance. On or prior to the expiration of the Second Extended Term, or earlier termination as provided above, Tenant shall vacate and surrender to Landlord exclusive possession of the Premises in its then "as is" condition, notwithstanding any contrary provisions in the Lease. If Tenant fails to vacate and surrender exclusive possession of the Premises to Landlord as provided in Section 7, above, or upon termination of the Second Extended Term, the Holding Over provisions in Section 9, shall apply.
9. Holding Over. Notwithstanding anything to the contrary contained within the Original Lease or the First Amendment, Tenant will not be permitted to hold over possession of the Premises after the expiration or earlier termination of the Second Extended Term without the express written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. If Tenant holds over after the expiration or earlier termination of the Second Extended Term without the express written consent of Landlord, then, in addition to all other remedies available to Landlord, Tenant shall become a tenant at sufferance only, upon the terms and conditions set forth in this Third Amendment so far as applicable (including Tenant's obligation to pay all Additional Rent under this Third Amendment), but at a Monthly Base Rent equal to five hundred percent (500%) of the Monthly Base Rent applicable to the Premises immediately prior to the date of such expiration or earlier termination. Tenant shall indemnify and hold Landlord harmless from all loss or liability which may result from the failure to vacate, including, without limitation, expenses incurred in delaying Landlord's plans to alter the use of the Building.
10. Estoppel. Tenant warrants, represents, and certifies to Landlord that as of the date of this Third Amendment: (a) Landlord is not in default under the Lease; and (b) Tenant does not have any defenses or offsets to payment of rent and performance of its obligations under the Lease as and when same becomes due.

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

12. Counterparts; Electronic Signatures. This Third Amendment may be executed in counterparts each of which shall be deemed as an original, but all of which taken together shall constitute one and the same document. Each of the parties to this Third 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 Third Amendment, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on the telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Third Amendment and the documents affecting the transaction contemplated by this Third Amendment based on the fact that a signature was sent by telecopy or electronic transmission only. Anything to the contrary notwithstanding, this Third Amendment will be executed with wet signatures to conform with the City's document execution process.

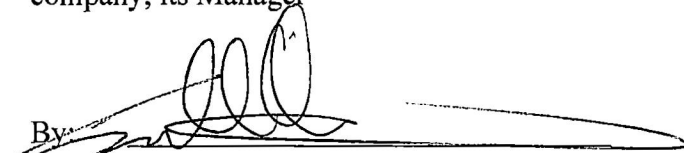
[SIGNATURES CONTAINED ON FOLLOWING PAGE]


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

"LANDLORD"

**Tower 222 SP, LLC**


By: Tower 222, LLC, a Delaware limited liability company, its Manager


By:   
Name: Emil Khodorkovsky  
Title: Manager

By:   
Name: Lee Rubloff  
Title: Manager

"TENANT"

**CITY OF LONG BEACH**, a municipal corporation

By:   
Name: TOM MODICA  
Title: CITY MANAGER

APPROVED AS TO FORM  
9.5.2013  
DAWN MCINTOSH, City Attorney  
By:   
RICHARD ANTHONY  
PRINCIPAL DEPUTY CITY ATTORNEY