

THIRD AMENDMENT TO OFFICE LEASE
-EXTENSION-
30534

This THIRD AMENDMENT TO OFFICE LEASE (“**Third Amendment**”) is made and entered into as of June 29, 2015, by and between **211 East Ocean, LLC**, a Delaware limited liability company (“**Landlord**”) as successor in interest to Behringer Harvard Downtown Plaza, LP, a Delaware limited partnership, and **City of Long Beach**, a municipal corporation (“**Tenant**”).

RECITALS:

A. Landlord and Tenant entered into that certain Office Lease dated as of February 7, 2008 (“**Original Lease**”), as amended by that certain First Amendment to Lease dated as of October 7, 2009 (“**First Amendment**”), and as amended by that certain Second Amendment to Lease dated as of September 15, 2010 (“**Second Amendment**”), whereby Landlord leased to Tenant and Tenant leased from Landlord certain office space located in that certain building located at 211 East Ocean Boulevard, Long Beach, CA, 90802 (the “**Building**”). The Original Lease, First Amendment, and Second Amendment shall be collectively referred to herein as the “**Lease**”.

B. By this Third Amendment, Landlord and Tenant desire to extend the Term of the Lease and to otherwise modify 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.

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:

AGREEMENT:

1. **The Existing Premises.** Landlord and Tenant hereby acknowledge that pursuant to the Lease, Tenant currently leases from Landlord that certain office space in the Building containing a total of approximately 2,548 rentable square feet located on the fourth floor of the Building and commonly known as Suite 410 (“**Premises**”), as further described in the Lease.

2. **Extended Lease Term.** The Term of the Lease shall be extended for thirty six (36) months, to commence on August 1, 2015 (“**New Commencement Date**”) and terminate on July 31, 2018 (“**New Expiration Date**”). The period from the New Commencement Date through the New Expiration Date specified above, shall be referred to herein as the “**Extended Term.**”

3. **Base Rent for Premises.** The monthly installment of Base Rent payable to Landlord (“**Base Rent**”) for the first twelve (12) months of the Extended Term for the Premises shall be \$5,350.80 per month (approximately \$2.10 per rentable square foot per month) and thereafter the monthly installment of Base Rent shall increase annually by three percent (3%). Thus, the monthly installment of Base Rent shall be as follows:

<i>Months</i>	<i>Monthly Installment of Base Rent</i>
1-12	\$5,350.80
13-24	\$5,511.32
25-36	\$5,676.66

4. **Base Rent Abatement.** Landlord shall abate 100% of the monthly installment of Base Rent for the following months of the Extended Term: Months one (1), two (2), three (3), four (4), and five (5).
5. **Base Year.** Effective as of the New Commencement Date, the term "Base Year" shall mean calendar year 2015.
6. **Tenant Improvement Allowance.** Landlord shall provide a Tenant Improvement Allowance in the amount of Seven Dollars (\$7.00) per rentable square foot for leasehold improvements (total allowance of \$17,836.00). Tenant may use the Tenant Improvement Allowance during the first twelve (12) months of the Extended Term towards its costs of general construction, architectural services, space planning and construction management services or toward rent abatement.
7. **Option Term.** Tenant hereby acknowledges and agrees that it has no options to extend the Lease Term.
8. **Landlord's Address For Notices.** The term "Landlord's Address for Notices" shall mean 5000 East Spring Street, Suite 320, Long Beach, California, 90815, Attn: Property Manager, with a copy to 3470 Wilshire Boulevard, Suite 700, Los Angeles, California, 90010, Attn: Jason Cha, Esq.
9. **Development Project.** A "Development Project" shall include any new construction, expansion, demolition, conversion, or adaptive reuse of the Building (or a portion thereof), including but not limited to the building, related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping of the Building. Landlord and Tenant hereby acknowledge the following: (a) Landlord, at Landlord's sole discretion, may engage in any Development Projects at the Building (or a portion thereof) while Tenant leases the Premises; and (b) Landlord shall have the right to temporarily close such parking facilities and relocate Tenant's parking spaces as Landlord, in Landlord's reasonable discretion, deems necessary for the duration of any such Development Project.
10. **Construction Period.** Landlord shall provide Tenant with thirty (30) days prior written notice ("Construction Notice") when construction for the Development Project requires Landlord to temporarily close any parking facilities in the Building. The Construction Notice shall specify the estimated Construction Commencement Date and estimated Construction Completion Date (as defined hereafter), however, under no circumstances shall Landlord be obligated to actually commence or complete construction by those dates. The "Construction Period" shall mean the period from the date that Tenant is actually restricted from parking in the Building's parking facility ("Construction Commencement Date") to the date that Tenant is permitted to park in a parking facility within the existing Building or within the Development Project ("Construction Completion Date"). Notwithstanding anything contained in the Lease to the contrary, Landlord shall not be required to provide a Construction Notice or other parking arrangements provided for herein for the following types of construction permitted under the Lease: (i) any tenant improvements for existing or new tenants within the Building, (ii) any maintenance or repairs for the Building, (iii) any capital improvements for the Building, (iv) any construction that does not restrict Tenant's access to the Building's parking facilities, and/or (v) any rights reserved by Landlord under the Lease, including but not limited to Section 8.2 of the Original Lease and Exhibit C of the Original Lease.
11. **Construction Period Parking.** In the event Landlord temporarily closes the parking facilities in the Building and relocates Tenant's parking spaces as a result of a Development Project, Landlord shall provide Tenant with alternative parking arrangements near the Building to Tenant during the Construction Period at the same rate contained in the Lease and in no event farther than one thousand five hundred (1,500) feet from the Building.

12. **Brokers.** Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Third Amendment, other than Cushman & Wakefield of California, Inc. for Landlord and Tenant ("**Broker**"). Landlord shall pay a commission to Cushman & Wakefield of California, Inc. pursuant to a separate agreement. 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 entity, other than 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 Third Amendment.

13. **Access Inspection.** As of the date of this Third Amendment, the Building has not been inspected by a Certified Access Specialist pursuant to California Civil Code Section 55.53.

14. **Defaults.** Tenant hereby represents and warrants to Landlord that, as of the date of this Third Amendment, Landlord 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, and that Tenant knows of no events or circumstances which, given the passage of time, would constitute a default under the Lease by Landlord.

15. **No Further Modification.** Except as set forth in this Third Amendment, all of the terms and provisions of the Lease shall apply to the Premises and shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Third Amendment.

16. **Counterparts.** This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

17. **Successors and Assigns.** The Lease, as amended hereby, shall apply to and bind Landlord and Tenant and their respective successors and assigns.

18. **Tenant Representations.** Each person executing this Third Amendment on behalf of Tenant represents and warrants to Landlord that: (a) Tenant is properly formed and validly existing under the laws of the state in which Tenant is formed and Tenant is authorized to transact business in the state in which the Building is located; (b) Tenant has full right and authority to enter into this Third Amendment; and (c) each person (and persons if more than one signs) signing this Third Amendment on behalf of Tenant is duly and validly authorized to do so.

[This portion of page left intentionally blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first above written.

LANDLORD:

211 East Ocean, LLC,
a Delaware limited liability company,

By: Jamison Services, Inc.,
a California corporation
Its: Authorized Agent

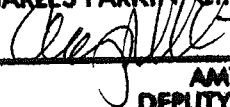
By: 
Phillip Lee
Chief Executive Officer

TENANT:

City of Long Beach,
a municipal corporation

By: 
Name: Patrick H. West
Its: City Manager

Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
8-12, 2015
CHARLES PARKIN / City Attorney
By: 
AMY R. WEBBER
DEPUTY CITY ATTORNEY