

1 by Seventy-Five Cents (\$0.75) per square foot per month. Annual Rent may be offset, up
2 to the entire amount of rent due, by the value of (i) in-kind community services as set forth
3 in Paragraph 3.B. (but with no right to carry over unused community service offsets from
4 year to year), and (ii) Improvements to the Premises as set forth in Paragraph 5. Effective
5 October 1, 2020, the Annual Rent due under the Lease shall increase to Sixty Thousand
6 One Hundred Fifty-Nine Dollars (\$60,159) for the remainder of the term of the Lease.

7 B. Tenant agrees to provide Landlord with an annual valuation report of
8 the community services provided by Tenant in connection with its use of the Premises.
9 Beginning on November 1, 2016 and continuing annually thereafter, Tenant shall submit a
10 report to Landlord for its approval, not to be unreasonably withheld, which establishes the
11 value of community services ("Community Services") provided during the immediately
12 preceding fiscal year ending September 30. Such Community Services shall include an
13 annual combination of Girl Scout Registration Fee Waivers and Summer Camperships to
14 qualified girls in the City of Long Beach, and volunteer hours provided by Girl Scout Gold
15 Award participants in the City of Long Beach. For the purposes of this estimation, the
16 current Girl Scout enrollment fee is \$15 per year per girl, the summer Campership is \$40
17 per day and the gold Award Volunteer services is valued at \$10 per hour, and increases
18 by two percent (2%) per year thereafter. Tenant may deduct the value shown in such
19 approved report from the rent owed for the corresponding fiscal year. Any excess
20 community service value may not accrue to rent attributable to future years. Any remaining
21 rent balance shall be immediately due to Landlord. Any rent credits accruing pursuant to
22 Paragraph 5 shall be applied prior to the application of community service rent credits for
23 any given fiscal year.

24 C. Tenant shall pay rent (less applicable credits) at the address stated
25 for notices in Paragraph 7 to Landlord on or before November 1 of each year, for the prior
26 fiscal year ending September 30.

27 4. Use: Tenant shall use the Premises for the operation of Girl Scout
28 activities, including but not limited to meetings, trainings, summer camp, a retail store and

1 any other legally permitted activities for the Girl Scouts as well as other related uses
2 approved by City and consistent with applicable zoning.

3 5. Improvements. Tenant shall spend, in aggregate, no less than Two
4 Hundred Thousand Dollars (\$200,000) on improvements (the "Improvements") to the
5 Premises (as defined in the Lease). Planned Improvements shall include three (3) new
6 picnic shelters, an outdoor cooking area, stage, landscaping and irrigation system
7 upgrades and the addition of walkways through the Premises compliant with the American
8 with Disabilities Act. Tenant shall not be obligated to complete all of the planned
9 Improvements if doing so would require expenditures exceeding \$200,000, and the
10 combination of Improvements to be made within the \$200,000 budget shall be within
11 Tenant's sole discretion. Tenant shall obtain all necessary permits and approvals for
12 construction of the Improvements, and acknowledges and agrees that this Third
13 Amendment shall not constitute approval of the Improvements on behalf of the City's
14 Planning and Building Department or any other City agency with regulatory authority over
15 the Improvements. Tenant shall complete such Improvements by September 30, 2018,
16 and Tenant shall be entitled to a rent credit equal to the cost of the Improvements. Tenant's
17 failure to complete \$200,000 of the planned Improvements by September 30, 2018 shall
18 not be considered an event of default under the Lease so long as Tenant has been
19 prosecuting construction of the Improvements diligently and in good faith. The rent credit
20 shall apply to the fiscal year in which the Improvements were completed and shall be
21 credited annually until fully used. Any rent credit for the Improvements shall be primary to
22 any rent credit for community services as described in Paragraph 3.B. Tenant shall keep
23 detailed records of all such expenditures in accordance with generally accepted accounting
24 principles, and shall make such records and other related information as may be
25 reasonably requested, available to the City Auditor of the City of Long Beach for review
26 and audit for a period of at least three (3) years after completion of the Improvements.

27 6. Insurance. Concurrent with the execution of this Third Amendment
28 and replacing Section 11 of Lease No. 27371, Tenant shall procure, at its sole cost, during

1 the term of this Third Amendment and any extensions, from insurance companies that are
2 admitted to write insurance in the State of California or from authorized non-admitted
3 insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

4 (a) Commercial general liability insurance equivalent in coverage scope
5 to ISO form CG 00 01 10 93 in an amount not less than Two Million Dollars (\$2,000,000)
6 per occurrence and Four Million Dollars (\$4,000,000) annual aggregate. Such coverage
7 shall include but is not limited to broad form contractual liability coverage, cross liability
8 protection, products and completed operations, and, shall not exclude coverage for abuse
9 and molestation arising out of the negligence of the insured. The City of Long Beach, its
10 officials, employees, and agents shall be added as additional insureds by endorsement
11 equivalent in coverage scope to ISO form CG 20 26 11 85 and such endorsement shall
12 protect the City, its officials, employees, and agents from and against claims, demands,
13 causes of action, expenses, costs, or liability for injury to or death of persons, or damage
14 to or loss of property arising out of activities performed by or on behalf of the Tenant or
15 from maintenance or use of the Premises by the Tenant. The coverage shall contain no
16 special limitations on the scope of protection afforded to the City, its officials, employees,
17 and agents, and Tenant agrees to obtain and furnish evidence to City of the waiver of
18 Tenant's liability insurance carrier of any right of subrogation against the City.

19 (b) If applicable, Commercial automobile liability insurance equivalent in
20 scope to ISO CA 00 01 06 92 covering symbol 1 (Any Auto) in an amount not less than
21 One Million Dollars (\$1,000,000) combined single limit.

22 (c) All Risk property insurance, including Builder's Risk protection during
23 the course of construction, in an amount sufficient to cover the full replacement value of all
24 buildings and structural improvements on the Leased Premises. In addition, the Tenant
25 will endeavor to purchase insurance covering the perils of earthquake and flood (if available
26 from responsible insurance companies at reasonable cost) and debris removal.
27 Determination of "responsible insurance companies" and "reasonable cost" are at the sole
28 discretion of City's Risk Manager or designee. City shall be named as an additional insured

1 and loss payee under a standard loss payable endorsement.

2 (d) Property insurance in an amount sufficient to cover the full
3 replacement value of Tenant's personal property, improvements and equipment on the
4 Premises.

5 (e) If applicable, Business interruption insurance providing that the rent
6 due City shall be paid for a period of up to twelve (12) months if the Premises are destroyed
7 or rendered inaccessible.

8 (f) Workers' compensation insurance required by the State of California
9 and employer's liability insurance in an amount not less than One Million Dollars
10 (\$1,000,000) per accident or occupational illness. Tenant agrees to obtain and furnish
11 evidence to City of the waiver of Tenant's workers' compensation insurance carrier of any
12 right of subrogation against the City.

13 (g) With respect to damage to property, City and Tenant hereby waive all
14 rights of subrogation, one against the other, but only to the extent that collectible
15 commercial insurance is available for said damage.

16 (h) Any self-insurance program or self-insured retention must be
17 approved separately in writing by City and shall protect the City of Long Beach, its officials,
18 employees, and agents in the same manner and to the same extent as they would have
19 been protected had the policy or policies not contained retention provisions.

20 (i) Each insurance policy shall be endorsed to state that coverage shall
21 not be cancelled, nonrenewed or changed by either party except after thirty (30) days prior
22 written notice to City and shall be primary to City. Any insurance or self-insurance
23 maintained by City shall be excess to and shall not contribute to insurance or self-insurance
24 maintained by Tenant.

25 (j) Subtenants. If applicable, Tenant agrees to require subtenants to
26 indemnify the City to the same extent as the Tenant and to procure and maintain the
27 following types of insurance at subtenant's sole expense for the duration of the Lease,
28 including any extensions, renewals, or holding over thereof, from insurance companies that

1 are admitted to write insurance in the State of California or from authorized non-admitted
2 insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

3 (i) Commercial general liability insurance equivalent in coverage
4 scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars
5 (\$1,000,000) per occurrence and in aggregate. Such coverage shall include but is
6 not limited to broad form contractual liability coverage, cross liability protection, and,
7 as may be applicable to subtenant's operations, products and completed
8 operations, and shall not exclude abuse and molestation coverage. The City of
9 Long Beach, its officials, employees, and agents shall be added as additional
10 insureds by endorsement equivalent in coverage scope to ISO form CG 20 26 11
11 85 and such endorsement shall protect the City, its officials, employees, and agents
12 from and against claims, demands, causes of action, expenses, costs, or liability for
13 injury to or death of persons, or damage to or loss of property arising out activities
14 performed by or on behalf of the subtenant or from maintenance or use of the
15 Premises. The coverage shall contain no special limitations on the scope of
16 protection afforded to the City, its officials, employees, and agents, and subtenant
17 agrees to obtain and furnish evidence to City of the waiver of subtenant's liability
18 insurance carrier of any right of subrogation against the City.

19 (ii) If applicable, Commercial automobile liability insurance
20 equivalent in scope to ISO CA 00 01 06 92 covering symbol 1 (Any Auto) in an
21 amount not less than One Million Dollars (\$1,000,000) combined single limit.

22 (iii) All Risk property insurance in an amount sufficient to cover the
23 full replacement value of subtenant's personal property, improvements and
24 equipment on the Premises.

25 (iv) Workers' compensation insurance required by the State of
26 California and employer's liability insurance in an amount not less than One Million
27 Dollars (\$1,000,000) per accident or occupational illness. Subtenant agrees to
28 obtain and furnish evidence to City of the waiver of subtenant's workers'

1 compensation insurance carrier of any right of subrogation against the City.

2 (k) Contractors and subcontractors. If applicable, Tenant agrees to
3 require its contractors and subcontractors to indemnify the Tenant and to procure and
4 maintain the following types of insurance for the duration of the Lease, including any
5 extensions, renewals, or holding over thereof, from insurance companies that are admitted
6 to write insurance in the State of California or from authorized non-admitted insurers that
7 have ratings of or equivalent to an A:VIII by A.M. Best Company:

8 (i) Commercial general liability insurance equivalent in coverage
9 scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars
10 (\$1,000,000) per occurrence and in aggregate. Such coverage shall include but is
11 not limited to broad form contractual liability coverage, cross liability protection, and
12 products and completed operations coverage. The City of Long Beach, its officials,
13 employees, and agents shall be added as additional insureds by endorsement
14 equivalent in coverage scope to ISO form CG 20 26 11 85 and such endorsement
15 shall protect the City, its officials, employees, and agents from and against claims,
16 demands, causes of action, expenses, costs, or liability for injury to or death of
17 persons, or damage to or loss of property arising out activities performed by or on
18 behalf of the contractor or subcontractor or from maintenance or use of the
19 Premises. The coverage shall contain no special limitations on the scope of
20 protection afforded to the City, its officials, employees, and agents, agents, and
21 contractor agrees to obtain and furnish evidence to City of the waiver of subtenant's
22 liability insurance carrier of any right of subrogation against the City.

23 (ii) If applicable, Commercial automobile liability insurance
24 equivalent in scope to ISO CA 00 01 06 92 covering symbol 1 (Any Auto) in an
25 amount not less than One Million Dollars (\$1,000,000) combined single limit.

26 (iii) If applicable, Professional liability or errors and omissions
27 insurance in an amount not less than One Million Dollars (\$1,000,000) covering the
28 work of any person or organization providing architectural, consulting, engineering,

1 environmental, landscape architectural, surveying, real estate, soils engineering, or
2 other professional services in connection with the design or construction of
3 improvements at the Premises or with the Project.

4 (iv) All Risk property insurance in an amount sufficient to cover the
5 full replacement value of contractor's or subcontractor's personal property,
6 improvements and equipment on the Premises.

7 (v) Workers' compensation insurance required by the State of
8 California and employer's liability insurance in an amount not less than One Million
9 Dollars (\$1,000,000) per accident or occupational illness. Contractor agrees to
10 obtain and furnish evidence to City of the waiver of subtenant's workers'
11 compensation insurance carrier of any right of subrogation against the City.

12 (l) City acknowledges that Tenant has delivered to City certificates of
13 insurance and the required endorsements for approval as to sufficiency and form prior to
14 commencement of the Lease. The certificates and endorsements for each insurance policy
15 shall contain the original signature of a person authorized by that insurer to bind coverage
16 on its behalf. Tenant shall, at least thirty (30) days prior to expiration of such policies,
17 furnish City with evidence of renewals. City reserves the right to require complete certified
18 copies of all said policies at any time.

19 (m) Such insurance as required herein shall not be deemed to limit
20 Tenant's liability relating to performance under the Lease. The procuring of insurance shall
21 not be construed as a limitation on liability or as full performance of the indemnification and
22 hold harmless provisions of the Lease. Tenant understands and agrees that,
23 notwithstanding any insurance, Tenant's obligation to defend, indemnify, and hold City, its
24 officials, agents, and employees harmless hereunder is for the full and total amount of any
25 damage, injuries, loss, expense, costs, or liabilities caused by the condition of the Premises
26 or in any manner connected with or attributed to the acts or omissions of Tenant, its officers,
27 agents contractors, employees, subtenant, licensees, vendors, patrons, or visitors, or the
28 operations conducted by or on behalf of Tenant, or the Tenant's use, misuse, or neglect of

1 the Premises.

2 (n) Not more frequently than every three (3) years, if in the opinion of City
3 the amount of the foregoing insurance coverages is not adequate, Tenant shall amend the
4 insurance coverage as required by City's Risk Manager or designee.

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

7 7. Notices. Any notice or approval under the Lease shall be in writing
8 and either personally delivered or deposited in the U.S. Postal Service, first class, postage
9 prepaid and addressed to Tenant at 801 S. Grand Avenue, Suite 300, Los Angeles, CA
10 90017 or addressed to Landlord to the attention of the City Manager at 333 W. Ocean
11 Blvd., 13th Floor, Long Beach, CA 90802 with a copy addressed to the Director of the
12 Department of Parks, Recreation and Marine at 2760 Studebaker road, Long Beach, CA
13 90815. Notice shall be effective on the date delivery is made. Notice of change of address
14 shall be given in the same manner as other notices.

15 8. Binding Effect. Except as amended by this Third Amendment, the
16 Lease remains unchanged and in full force and effect. In case of any conflict between any
17 provision in the Lease and in this Third Amendment, the latter shall control.

18 9. Effective Date. This Third Amendment shall be effective as of the date
19 executed by City.

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lease as of the day and year first above written.

GIRL SCOUTS OF GREATER LOS ANGELES, a California nonprofit corporation

April 20, 2016

By: [Signature]

Its: CEO

"TENANT"

CITY OF LONG BEACH, a municipal corporation

May 16, 2016

By: [Signature] EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"LANDLORD" Assistant City Manager

The foregoing Third Amendment to Lease No. 27371 is approved as to form this 5 day of May, 2016.

CHARLES PARKIN, City Attorney

By: [Signature] Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664