

30534

**FOURTH AMENDMENT TO OFFICE LEASE**  
**(211 E Ocean Boulevard)**

FOURTH AMENDMENT TO OFFICE LEASE ("**Fourth Amendment**") is made and entered into as of July 20 2018 (the "**Effective Date**"), by and between OCEAN CAPITAL PARTNERS, LLC, a California limited liability company and OCEAN HOLDINGS GROUP, LLC, a California limited liability (collectively, "**Landlord**"), and CITY OF LONG BEACH, a municipal corporation ("**Tenant**").

**R E C I T A L S :**

A. Landlord's predecessor-in-interest and Tenant entered into that certain Office Lease dated as of February 21, 2008 (the "**Original Lease**"), as amended by that certain First Amendment to Office Lease dated as of October 7, 2009 (the "**First Amendment**"), that certain Second Amendment to Office Lease dated as of September 5, 2010 (the "**Second Amendment**"), and that certain Third Amendment to Office Lease dated as of June 29, 2015 (the "**Third Amendment**"), whereby Tenant leases certain office space located in that certain building commonly known as Downtown Plaza and located at 211 East Ocean Boulevard, Long Beach, California (the "**Building**"). The Original Lease, as amended by the First Amendment, the Second Amendment and the Third Amendment may be referred to collectively herein as the "**Lease**."

B. By this Fourth Amendment, Landlord and Tenant desire to extend the Term and to otherwise amend 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. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Fourth Amendment.

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 hereby agree as follows:

**A G R E E M E N T :**

1. Premises. Landlord and Tenant hereby acknowledge that, pursuant to the Lease, Landlord leases to Tenant and Tenant currently leases from Landlord, as of the Effective Date, that certain office space in the Building containing approximately 2,458 rentable square feet located on the fourth (4<sup>th</sup>) floor of the Building and commonly known as Suite 410 (the "**Premises**"), as further described in the Lease provided however that Landlord and Tenant hereby stipulate that on August 1, 2018 the Premises shall contain 2,975 rentable (2,437 usable) square feet.

2. Extended Term for the Premises. The Term of the Lease with respect to the Premises shall be extended such that the Lease shall expire on July 31, 2019 ("**New Expiration Date**"). The period from August 1, 2018 through the New Expiration Date shall be referred to herein as the "**Fourth Amendment Extended Term.**" Except as specifically set forth in this Fourth Amendment, Tenant shall have no unilateral right to further extend the Fourth Amendment Extended Term beyond the New Expiration Date.

3. Monthly Installments of Base Rent for the Premises. Notwithstanding anything to the contrary in the Lease, during the Fourth Amendment Extended Term, Tenant shall pay, in accordance with the provisions of this Section 3 and the applicable provisions of the Lease, monthly installments of Base Rent for the Premises as follows:

<u>Period</u>	<u>Monthly Installments of Base Rent</u>	<u>Monthly Base Rent per Rentable Square Foot</u>
August 1, 2018 – July 31, 2019	\$7,288.75	\$2.45

4. Additional Rent. During the Fourth Amendment Extended Term, Tenant shall not be required to pay Additional Rent with respect to the Premises.

5. Condition of Premises. Tenant hereby agrees to continue to accept the Premises in its "as-is" condition and Tenant hereby acknowledges that Landlord shall not be obligated to provide or pay for any other work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises.

6. Parking. During the Fourth Amendment Extended Term, Tenant shall have the right to rent three (3) unreserved parking passes for each 1,000 usable square foot contained in the Premises, which equals seven (7) unreserved passes in the Parking Area. Landlord may, at any time, utilize tandem parking stalls, "stack" parking, valet parking, access or revenue controls or other parking programs within the Parking Area (collectively referred to herein as a "**Parking Program**") if Landlord determines in its sole discretion that such is necessary or desirable for orderly and efficient parking. Tenant and its employees shall comply with any such Parking Program. Except as set forth in this Section 6, all other terms and conditions of Exhibit C of the Original Lease shall apply to Tenant's lease of unreserved parking spaces.

7. Option to Extend. Landlord hereby grants the Tenant named in this Fourth Amendment (the "**Original Tenant**") one (1) option ("**Option**") to extend the Fourth Amendment Extended Term for the entire Premises for a period of one (1) year ("**Option Term**"), which option shall be exercisable only by written notice delivered by Tenant to Landlord set forth below. The rights contained in this Section 7 shall be personal to the Original Tenant and may only be exercised by the Original Tenant (and not any assignee, sublessee or other transferee of the Original Tenant's interest in the Lease) if the Original Tenant occupies the entire Premises as of the date of Tenant's Exercise Notice (as defined in Section 7.2, below).

7.1. Option Rent. The Base Rent payable by Tenant during the Option Term ("Option Rent") shall be as follows.

<u>Period of Option Term</u>	<u>Monthly Installments of Base Rent</u>	<u>Monthly Base Rent per Rentable Square Foot</u>
August 1, 2019 – July 31, 2020	\$7,497.00	\$2.52

7.2. Exercise of Option. The Option shall be exercised by Tenant only in the following manner: (i) Tenant shall not be in default on the delivery date of the Exercise Notice; and (ii) Tenant shall deliver written notice ("**Exercise Notice**") to Landlord not less than six (6) months prior to the expiration of the Fourth Amendment Extended Term, stating that Tenant is exercising the Option. Tenant's failure to deliver the Exercise Notice on or before the date specified above shall be deemed to constitute Tenant's election not to exercise the Option. If Tenant timely and properly exercises its Option, the Term shall be extended for the Option Term upon all of the terms and conditions set forth in the Lease, as hereby amended, except that the Base for the Option Term shall be as indicated in Section 7.1 above.

8. Brokers. Each party represents and warrants to the other that no broker, agent or finder, other than The Ruth Group on behalf of Landlord and Cresa Los Angeles on behalf of Tenant (collectively, the "**Brokers**") negotiated or was instrumental in negotiating or consummating this Fourth Amendment. The Brokers shall be compensated by Landlord pursuant to separate agreements. 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 person or entity, other than the Brokers, 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 Fourth Amendment.

9. Notices. Notwithstanding anything contained in the Lease to the contrary, all notices required or permitted to be given under the Lease shall be sent to Landlord and Tenant at the following addresses (or such other address(es) as each party may designate in writing from time to time):

c/o The Ruth Group, LLC  
811 W. 7th Street, Suite 1200  
Los Angeles, CA 90017  
Attn.: Mr. Robert Ruth  
Phone: (310) 788-0838

with a copy to:

Crosbie Gliner Schiffman Southard & Swanson LLP  
10940 Wilshire Blvd., Suite 2200  
Los Angeles, CA 90024  
Attn: David A. Swartz, Esq.  
Telephone: (424) 320-9254

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

11. California Certified Access Specialist Inspection. Pursuant to California Civil Code § 1938, Landlord hereby states that the Premises has not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code § 55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, Landlord hereby provides the following notification to Tenant: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises." If Tenant requests to perform a CASp inspection of Premises, Tenant shall, at its cost, retain a CASp approved by Landlord (provided that Landlord may designate the CASp, at Landlord's option) to perform the inspection of the Premises at a time agreed upon by the parties. Tenant shall provide Landlord with a copy of any report or certificate issued by the CASp (the "**CASp Report**") and Tenant shall, at its cost, promptly complete any modifications necessary to correct violations of construction related accessibility standards identified in the CASp Report, which modifications will be completed as part of as an Alteration pursuant to Article 8 of the Original Lease, notwithstanding anything to the contrary in the Lease. Tenant agrees to keep the information in the CASp Report confidential except as necessary for the Tenant to complete such modifications.


12. No Further Modification. Except as set forth in this Fourth Amendment, all of the terms and provisions of the Lease shall apply with respect to the Premises and shall remain unmodified and in full force and effect.

*Signature page follows.*


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

"LANDLORD"

OCEAN CAPITAL PARTNERS, LLC,  
a California limited liability company,

By:   
Mark Severns, Managing Member

OCEAN HOLDINGS GROUP, LLC,  
a California limited liability company,


By:   
Mark Severns, Managing Member

"TENANT"

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

CITY OF LONG BEACH,  
a municipal corporation

By:   
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

7-18, 2018  
CHARLES PARKIN, City Attorney

By:   
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY