

1 options, four (4) remaining five-year extension options, and Boeing's termination right
2 provided for in the Lease.

3 3. Rent Adjustment. Upon execution of this Amendment by both
4 parties the basic rent shall be adjusted, effective as of February 1, 2012, as required by
5 Section 3.2 and 3.3 of the Lease. Such adjustment results in no change to the basic
6 monthly rent previously paid by Boeing, so that the monthly basic rent remains Eighty-
7 Nine Thousand Five Hundred Sixty-Three and 96/100 Dollars (\$89,563.96). All future
8 rent adjustments provided for under the Lease shall be effective as of February 1st of the
9 applicable year in which the rent is to be adjusted.

10 4. Binding Effect, Estoppel. Except as amended by this Amendment,
11 the Lease remains unchanged and in full force and effect. As of the date hereof, neither
12 party is aware of any breach by the other party of the Lease nor is either party aware of
13 any facts or circumstances which with the passage of time or the giving of notice, or both,
14 would constitute a default under the Lease.

15 5. Entire Agreement, Counterparts. This Amendment constitutes the
16 entire agreement between the parties with respect to the subject matter hereof, and may
17 not be modified except in writing signed by both parties. This Amendment may be
18 executed in counterparts, each of which when taken together shall constitute the entire
19 agreement.

20 6. Effective Date. This Amendment shall be effective as of the date
21 executed by City.

22 \\
23 \\
24 \\
25 \\
26 \\
27 \\
28 \\

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

THE BOEING COMPANY, a Delaware corporation, successor by merger with MCDONNELL DOUGLAS CORPORATION

March 28, 2012

By [Signature]
Authorized Signatory ~~President~~
Frank Dispalatro
Type or Print Name

_____, 2012

By _____
Secretary

Type or Print Name

"Boeing"

CITY OF LONG BEACH, a municipal corporation

4.11, 2012

By [Signature] Assistant City Manager
City Manager
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER. RFA

The foregoing Third Amendment to Lease is approved as to form this 29 day of March ^{RFA} April, 2012.

ROBERT E. SHANNON, City Attorney

By [Signature]
Richard E. Anthony, Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664