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

THIRD AMENDMENT TO LEASE NO. 19380

THIS THIRD AMENDMENT TO LEASE NO. 19380 (this "Amendment") is made and entered into in duplicate as of February 1, 2012, pursuant to minute order adopted by the City Council of the City of Long Beach at its meeting of April 3, 2012, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and THE BOEING COMPANY, a Delaware corporation ("Boeing"), successor by merger with MCDONNELL DOUGLAS CORPORATION, a Maryland corporation ("MDC").

A. City and MDC entered into that certain Long Beach Municipal Airport Master Ground Lease Agreement (Contract No. 19380) dated as of January 27, 1987, and amended the same pursuant to (i) a First Amendment to Lease dated January 25, 1988, and (ii) a Second Amendment to Lease dated April 4, 2007 (as amended, the "Lease"). Since the date of the Second Amendment, MDC has been merged into Boeing. All references in the Lease to MDC shall hereafter mean Boeing.

B. City and Boeing desire to further amend the Lease by, among other things, revising the extension options and evidencing Boeing's exercise thereof.

NOW, THEREFORE, the City and Boeing agree as follows:

- 1. Section 2.2 of the Lease is amended and restated in its entirety to read as follows:
- "2.2 Extension of Term. The term of this Lease may be extended by Boeing at its option, for five (5) additional one (1) year terms, and thereafter for four (4) additional five (5) year terms; each upon notification of City not less than ninety (90) days prior to the date of termination of the Lease or any extension thereof. The total term of this Lease and any extensions shall not exceed fifty (50) years."
- 2. Boeing exercises its first one-year option to extend provided for under Section 2.2 of the Lease, as amended by this Amendment, so that the term of the Lease is extended for an additional one (1) year period. The expiration date of the Lease shall be January 31, 2013, subject to Boeing's four (4) remaining one-year extension

2

3

4

5

6

7

8

10

11

12

13

14

15

16

17

18

19

20

21

- 3. Rent Adjustment. Upon execution of this Amendment by both parties the basic rent shall be adjusted, effective as of February 1, 2012, as required by Section 3.2 and 3.3 of the Lease. Such adjustment results in no change to the basic monthly rent previously paid by Boeing, so that the monthly basic rent remains Eighty-Nine Thousand Five Hundred Sixty-Three and 96/100 Dollars (\$89,563.96). All future rent adjustments provided for under the Lease shall be effective as of February 1st of the applicable year in which the rent is to be adjusted.
- 4. <u>Binding Effect, Estoppel</u>. Except as amended by this Amendment, the Lease remains unchanged and in full force and effect. As of the date hereof, neither party is aware of any breach by the other party of the Lease nor is either party aware of any facts or circumstances which with the passage of time or the giving of notice, or both, would constitute a default under the Lease.
- 5. <u>Entire Agreement, Counterparts</u>. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be modified except in writing signed by both parties. This Amendment may be executed in counterparts, each of which when taken together shall constitute the entire agreement.
- 6. <u>Effective Date</u>. This Amendment shall be effective as of the date executed by City.

22 || \\

23 || \\

24 || \\

25 || \\

26 || \\

27 || \\

28 | \\

28

1	IN WITNESS WHEREOF, the parties hereto have executed this Third
2	Amendment to Lease as of the day and year first above written.
3	THE BOEING COMPANY, a Delaware corporation, successor by merger with MCDONNETL DOUGLAS
5	CORPORATION /
6	Manaf 28, 2012 By My
7	Authorized Signatory Prosident Frank Dispalatro
8	Type or Print Name , 2012 By
9	Secretary
10	Type or Print Name
11	"Boeing"
12	CITY OF LONG BEACH, a municipal
13	corporation
14	, 2012 By Assistant City Manager EXECUTED PURSUAN
15	"City" TO SECTION 301 C
16	The foregoing Third Amendment to Lease is approved as to form this $\frac{29}{4}$
17	day of March April, RFA, 2012.
18	
19	ROBERT E. SHANNON, City Attorney
20	By
21	Richard F. Anthony, Deputy
22	
23	
24	
25	
26	
27	