

26751

FIFTH AMENDMENT TO LEASE

BY AND BETWEEN

LANDLORD AND TENANT

110 PINE AVENUE BUILDING

This Fifth Amendment to Lease, (the "Fifth Amendment") by and between **110 Pine, LLC**, an Arizona limited liability company ("Landlord") and **City of Long Beach**, a municipal corporation ("Tenant") is entered into as of the date indicated below with respect to the following facts:

RECITALS:

WHEREAS, on or about November 17, 1999, Landlord and Tenant entered into a Lease, and such Lease was amended by that First Amendment to Lease dated May 31, 2002, and by that Second Amendment to Lease dated May 13, 2003, and by that Third Amendment to Lease dated June 14, 2005, and by that Fourth Amendment to Lease dated April 19, 2006, (collectively, the "Lease") for Premises located at 110 Pine Avenue, Suites 820, 1100 and 1200, Long Beach, California (the "Leased Premises"); and,

WHEREAS, Tenant desires to exercise its one-time right to terminate a portion of the Leased Premises by reducing the Net Rentable Square Footage of the Leased Premises by 2,943 Rentable Square Feet known as Suite 820 as shown on the attached Exhibit "A" (the "Revised Leased Premises"); and,

WHEREAS, Landlord and Tenant now desire to modify the Minimum Monthly Rent and adjustments thereto attributable to the Revised Leased Premises; and,

WHEREAS, Landlord and Tenant now desire to reduce the Allowance for tenant improvements to Suite 820 as provided for in the Fourth Amendment to Lease; and,

WHEREAS, Landlord and Tenant now desire to provide for the modification of the terms of the Lease as set forth in this written Fifth Amendment.

FIFTH AMENDMENT:

NOW, THEREFORE, incorporating herein and by this reference, the foregoing recitals, and in consideration of the terms and conditions of this Fifth Amendment, and mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. Definition of Terms.

For the purposes of this Fifth Amendment, all capitalized terms used in this Fifth Amendment shall have the respective meanings as set forth in the Lease.

2. Leased Premises.

Effective October 1, 2009, (the "Effective Date") the Leased Premises shall be modified by reducing the Net Rentable Square Footage by 2,943 rentable square feet (the "Revised Leased Premises"), and Landlord and Tenant hereby agree (irrespective of non-material deviations in such calculations from actual measurements) that effective upon the Effective Date, the Net Rentable Area of the Revised Leased Premises shall be deemed to be comprised of 8,841 Rentable Square Feet, known as Suite 1100, and 8,682 Rentable Square Feet, known as Suite 1200, for a total Net Rentable Area of the Revised Leased Premises of 17,523 Rentable Square Feet.

3. Minimum Monthly Rent.

Effective upon the Effective Date, the Minimum Monthly Rent shall be Twenty-Six Thousand Six Hundred Thirty-Four and 96/100 Dollars (\$26,634.96), and shall continue to be subject to increase each October 1st during the Term of the Lease as follows:

October 1, 2010	\$27,511.11
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4. Tenant Improvements.

Effective upon the Effective Date, the Allowance for tenant improvements as defined in Paragraph 5 of the Fourth Amendment to Lease shall be reduced by \$23,544.00, with said amount representing the Allowance attributable to 2,943 rentable square feet of the Leased Premises known as Suite 820.

5. Ratification.

Except as expressed and amended by the terms of this Fifth Amendment, the terms of the Lease are ratified and confirmed.

6. Counterparts.

This Fifth Amendment may be executed in counterparts.

IN WITNESS WHEREOF, this Fifth Amendment is executed as of this 17th day of July, 2009.

LANDLORD

110 Pine, LLC,
an Arizona limited liability company

By: Ensemble Investments, LLC,
an Arizona limited liability company

Its: Manager

By: _____


Its: Manager

TENANT

City of Long Beach,
a municipal corporation

By: STROM Assistant City Manager

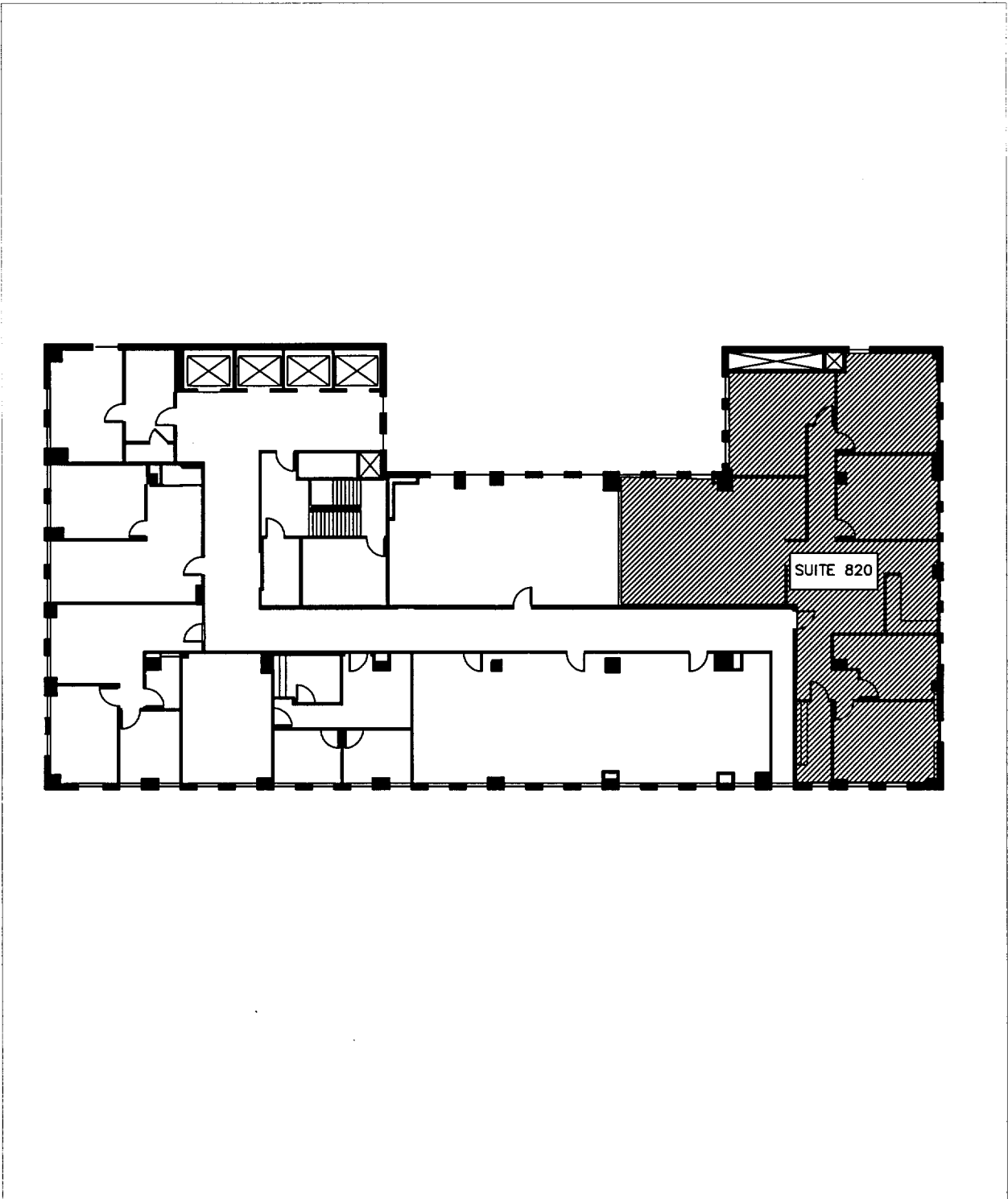
Its: City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

APPROVED AS TO FORM

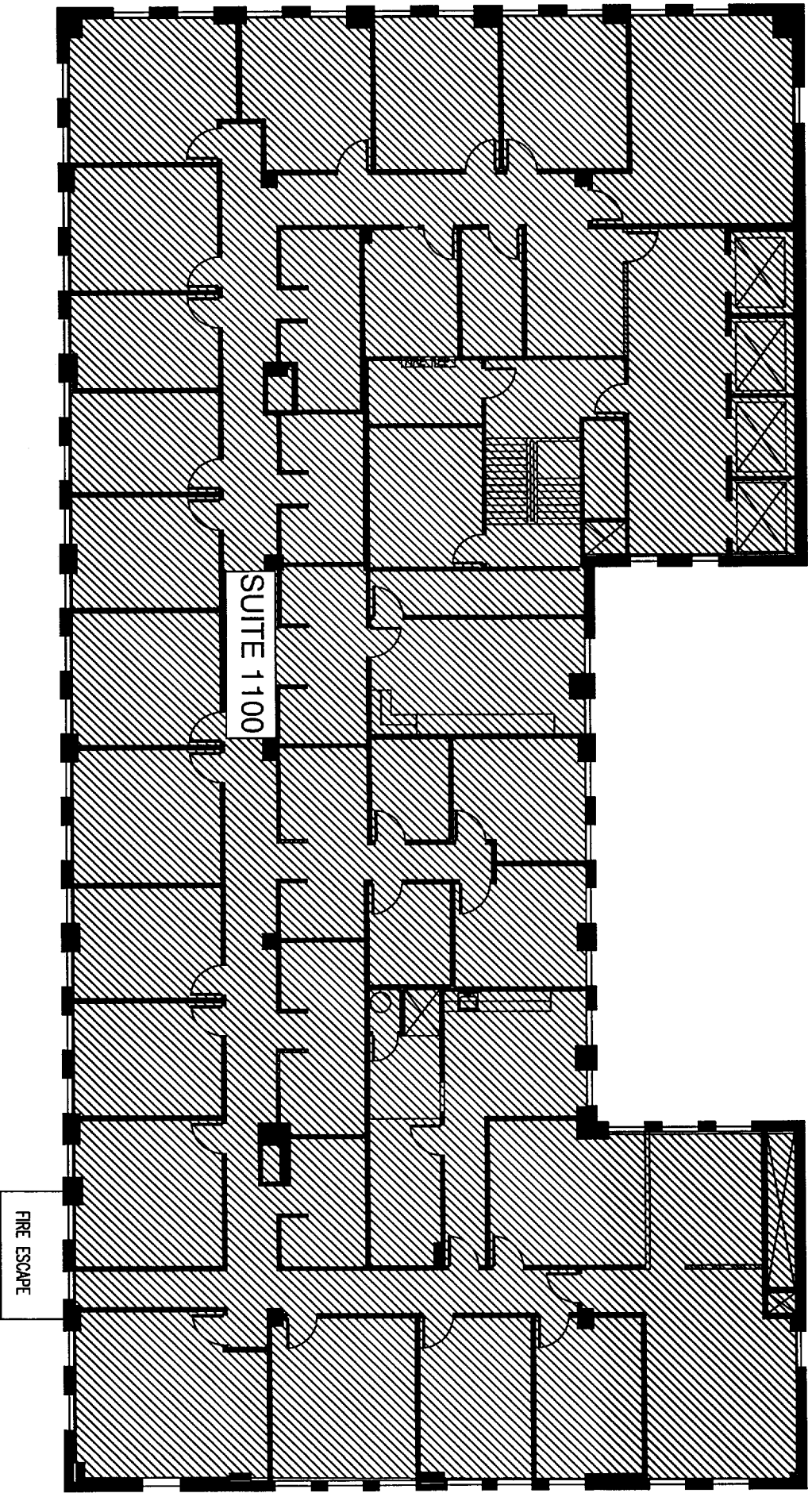
7-22 20 09
ROBERT E. SHANNON, City Attorney

By: [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY



11 Golden Shore, Suite 550, Long Beach, CA 90802 Tel 562.437.4020 Fax 562.437.7396 www.heery.com

SHEET NAME: 110 PINE AVE		DATE: 09/30/09	SHEET NO.: EX-A
PROJECT NAME: AS-BUILT SUITE 820	DRAWN BY: -	REVISION: -	
PROJECT NUMBER: -	SCALE: NTS	REVISION: -	



HEERY

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 Long Beach, CA 90802

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SHEET NAME: EXHIBIT

PROJECT NAME: 110 PINE, 11TH FLOOR

PROJECT NUMBER: 00130.02

DRAWN BY: AJT

SCALE: NTS

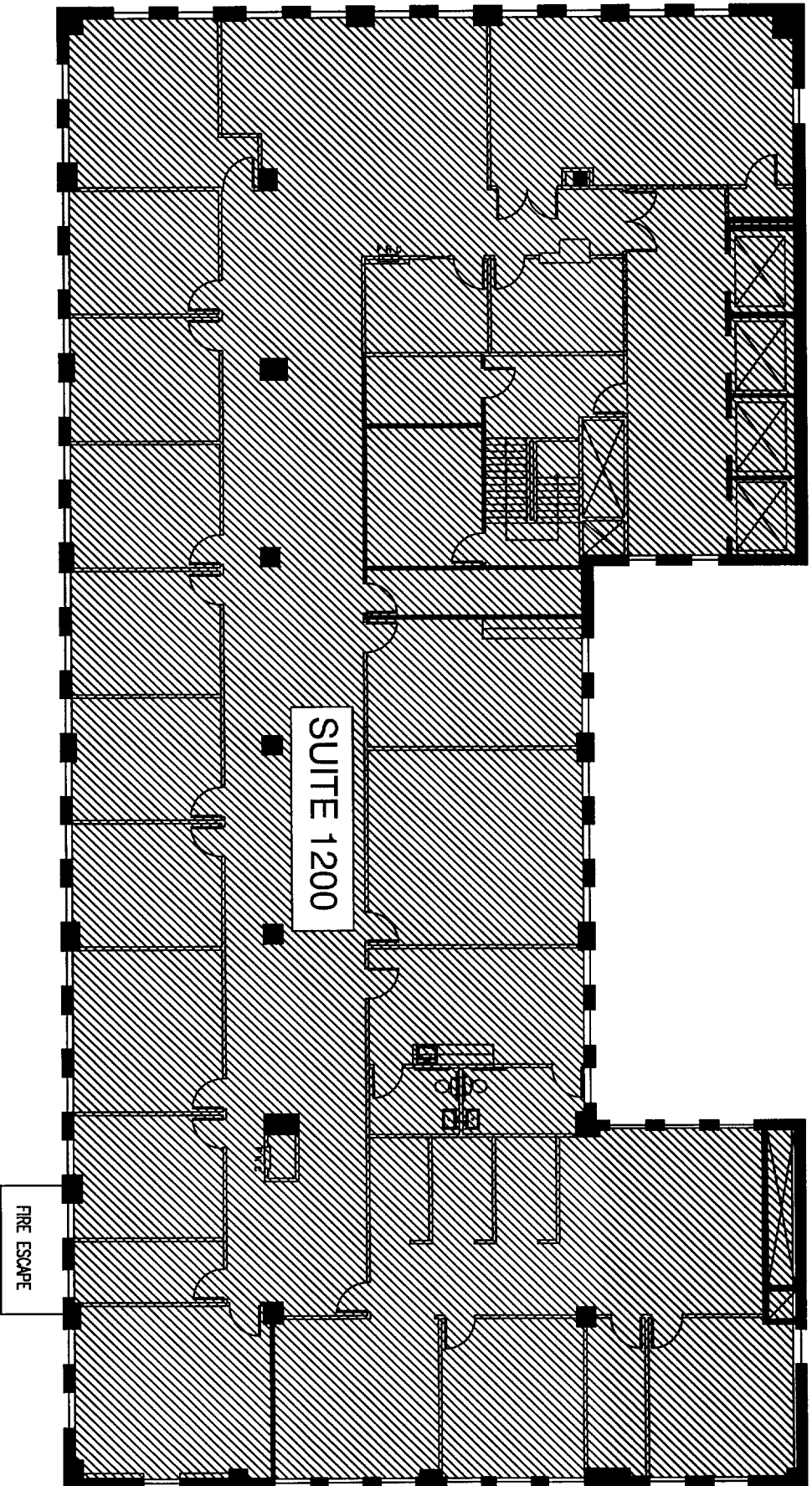
DATE: 08/18/09

REVISION:

REVISION:

SHEET NO.:

EX-A



HEERY

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SHEET NAME: EXHIBIT

DATE: 08/18/09

SHEET NO.:

PROJECT NAME: 110 PINE, 12TH FLOOR

DRAWN BY: AJT

REVISION:

EX-A

PROJECT NUMBER: 00130.02

SCALE: NTS

REVISION: