

30534

SECOND AMENDMENT TO OFFICE LEASE

THIS SECOND AMENDMENT TO OFFICE LEASE (this "Second Amendment") is entered into and executed on ~~August~~ ^{September} 15, 2010, (the "Effective Date") by and between BEHRINGER HARVARD DOWNTOWN PLAZA LP, a Delaware limited partnership ("Landlord") and CITY OF LONG BEACH, a municipal corporation ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Office Lease dated February 7, 2008, as amended by that certain First Amendment to Office Lease dated October 7, 2009 (collectively, the "Lease"). The Lease covers the Premises, which is deemed to contain 2,548 rentable square feet known as Suite 410 of the building known as Downtown Plaza and located at 211 East Ocean Boulevard, Long Beach, California (the "Building").

B. The Term of the Lease is currently scheduled to expire on May 15, 2013, and Landlord and Tenant desire to extend the Term of the Lease and otherwise amend the Lease as set forth in this Second Amendment.

Accordingly, for good and valuable consideration which the parties acknowledge receiving, Landlord and Tenant agree as follows:

AGREEMENT

1. Recitals. The Recitals are incorporated into this Second Amendment.
2. Application of Lease Terms. Capitalized terms used in this Second Amendment and not defined herein shall have the meanings ascribed to them in the Lease.
3. Extension of Term. The Lease is hereby amended such that the Term is extended for a period (the "First Extended Term") to begin on May 16, 2013 and to expire at 11:59 p.m. local Long Beach, California time on July 31, 2015 (the "Expiration Date") unless sooner terminated or extended by written agreement of the parties. Except as set forth in Exhibit D attached to the Lease, Tenant shall have no option or right to extend or renew the Term beyond the above expiration date, and any provision of the Lease to the contrary is hereby deleted. The Term of the Lease shall include the First Extended Term.
4. Rent During First Extended Term. From the date of this Second Amendment through May 15, 2013, Tenant shall continue to pay Base Rent, Additional Rent, and any other amounts due under the terms of the Lease pursuant to the provisions of the Lease as it existed prior to the Effective Date of this Second Amendment. Effective May 16, 2013 and continuing through the First Extended Term, Tenant shall pay Base Rent to Landlord in monthly installments of FIVE THOUSAND SEVEN HUNDRED THIRTY THREE AND 00/100 DOLLARS (\$5,733.00). All installments of Base Rent shall be due and payable to Landlord, in advance, upon the first day of the Month, without deduction, claim or offset and shall be payable in lawful money of the United States of America at such office or location as Landlord shall from time to time direct. During the First Extended Term, Tenant shall also continue to pay Additional Rent and any other sums of money that become due pursuant to the Lease. Tenant

shall pay all such Rent at the applicable times and place and in the manner provided in the Lease, as modified by this Second Amendment.

Notwithstanding the forgoing, Base Rent installment payments otherwise due during the period beginning on June 1, 2013 and ending on November 30, 2013 shall be conditionally abated. Commencing on December 1, 2013, Tenant shall make Base Rent payments as otherwise provided in the Lease. Notwithstanding such abatement of Base Rent, all other sums due under the Lease, including Additional Rent, shall be payable as provided in the Lease. Abatement of Base Rent as set forth above is conditioned upon Tenant's full and timely performance of its obligations under the Lease. If Tenant defaults under or breaches any of the provisions of the Lease, then abatement of Base Rent shall immediately become void, and Tenant shall promptly pay to Landlord, in addition to all other amounts due to Landlord under the Lease, the full amount of all Base Rent herein abated.

5. Base Year. The Lease is hereby amended such that effective as of May 1, 2013 and continuing through the First Extended Term, the Base Year shall be the calendar year 2013.

6. As-Is, Where-Is. Tenant acknowledges that it currently occupies the Premises, and accepts the Premises for the First Extended Term in its "AS-IS, WHERE-IS, WITH ALL FAULTS" condition as of the first day of the First Extended Term. Except as set forth in EXHIBIT A attached hereto, Landlord has no obligations to make any modifications, alterations or improvements to the Premises, and any improvements to the Premises shall be at Tenant's sole cost.

7. Extension Option. Section 3.1 (d) of the Lease is hereby amended to state in its entirety as follows:

"(d) Extension Option. Tenant shall have the right to extend the Term of this Lease for one (1) five (5) year extension period upon the terms and conditions set forth in Exhibit "D" hereto."

8. Deletion of Option to Terminate. The Lease is hereby modified to delete Section 3.1 (e) and Exhibit "E" in their entirety.

9. Modification of Parking Allotment. Section 1.1 (p) of the Lease is hereby modified to state in its entirety as follows:

"(p) Up to nine (9) unreserved parking spaces at the prevailing monthly market rates. See Exhibit "C"."

10. Modification of Parking Exhibit. Exhibit C of the Lease, entitled "Parking", is hereby modified by adding the following paragraph at the end thereof:

"Landlord shall use commercially reasonable efforts, at no cost to Landlord, to accommodate the parking of Tenant's four (4) small all electric vehicles (golf cart type vehicles) in the Parking Area and to provide a 110 volt outlet in the Parking Area for charging these vehicles, provided that the availability and use of the parking stalls for

parking of regular vehicles in the Parking Area shall not be adversely affected thereby. Tenant shall pay a monthly fee for each such electrical vehicle commensurate to the prevailing monthly parking charges in the Parking Area and for the electricity usage (which may be reasonably estimated by Landlord).”

11. Directories and Signs. Section 8 of Exhibit “B” of the Lease is hereby modified to state in its entirety as follows:

“8. **Directories and Signs.** Landlord shall, at its sole cost, (a) replace Tenant’s current listing in the Building’s directory in the main lobby with the name “Long Beach Special Events & Filming Bureau” (the “New Name”), and (b) replace the Building Standard tenant identification sign (consisting of Tenant’s name and suite number) currently in place at the entrance to the Premises with a Building Standard tenant identification sign containing the New Name. During the Term, Tenant will be entitled to maintain its Building directory listing and one (1) Building Standard tenant identification sign as set forth above. Any further changes to the listing or sign will be made at Tenant’s cost and expense.”

12. Construction Allowance and Tenant Improvements. Upon the full execution of this Second Amendment, Landlord shall make available a Construction Allowance in an amount up to FIVE DOLLARS (\$5.00) per RSF in the Premises for the construction and installation of certain improvements in the Premises, pursuant to the provisions of EXHIBIT A attached to this Second Amendment.

13. Brokers. Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Second Amendment other than Cushman & Wakefield of California, Inc. (Robert S. Garey) (“Tenant’s Broker”) and Cushman & Wakefield of California, Inc. (Robert L. Alperin) (“Landlord’s Broker”). Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, costs, expenses or liabilities, including reasonable attorneys’ fees, for commissions or other compensation claimed by any broker or agent other than Cushman & Wakefield of California, Inc., with regard to this Second Amendment as a result of any dealings with Tenant or claiming by or through Tenant.

14. Landlord’s Notice Address. Landlord’s address for notice as set forth in Section 1.1(m) of the Lease is hereby modified to read in its entirety:

Behringer Harvard Downtown Plaza LP
15601 Dallas Parkway, Suite 600
Addison, Texas 75001
Attn: Lease Administration

with a copy to: Behringer Harvard Downtown Plaza LP
c/o Property Manager
2396 East Pacifica Place, Suite 270
Rancho Dominguez, California 90220

with a copy of notices of default to:

Behringer Harvard REIT I, Inc.
15601 Dallas Parkway, Suite 600
Addison, Texas 75001
Attn: Chief Legal Officer

15. No Default. Tenant acknowledges that as of the date hereof, Landlord has performed all of its obligations under the Lease, Landlord is not in default under the Lease, and Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or relating thereto.

16. Attorneys' Fees. If either Landlord or Tenant commences any litigation or judicial action to determine or enforce any of the provisions of this Second Amendment (including without limitation any claims in a bankruptcy or assignment for the benefit of creditors), the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including, but not limited to, reasonable attorneys' fees, costs and expenditures) from the non-prevailing party.

17. Counterparts. This Second Amendment may be executed in any number of counterparts, all of which together shall constitute a single contract, and each of such counterparts shall for all purposes be deemed to be an original. This Second Amendment may be executed and delivered by fax (telecopier); any original signatures that are initially delivered by fax shall be physically delivered with reasonable promptness thereafter.

18. Miscellaneous. As amended hereby, the Lease shall continue in full force and effect and is in all respects ratified and confirmed hereby, provided, however, that nothing in this Second Amendment shall be deemed a waiver or release of any unperformed obligations of Tenant under the Lease, including, without limitation, any delinquent rentals or other delinquent payments payable by Tenant under the Lease.

19. Confidentiality. Tenant will not record this Second Amendment or a memorandum of this Second Amendment without Landlord's written consent. Tenant will keep the terms of this Second Amendment confidential and, unless required by law, may not disclose the terms of this Second Amendment to anyone other than Tenant's Affiliates to the extent necessary to Tenant's business.

20. Exhibits. The following Exhibits are attached to this Second Amendment and incorporated herein by reference:

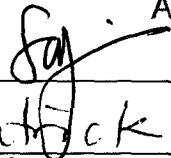
EXHIBIT A – Work Letter

(signatures on following page)

Landlord and Tenant have executed and delivered this Second Amendment to Office Lease effective as of the date and year first written above.

CITY OF LONG BEACH,
A MUNICIPAL CORPORATION

BEHRINGER HARVARD DOWNTOWN
PLAZA LP, A DELAWARE LIMITED
PARTNERSHIP

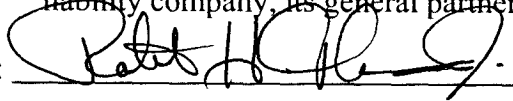
By:  Assistant City Manager

Print: Patrick H. West

Title: City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By: Behringer Harvard Downtown Plaza
GP, LLC, a Delaware limited
liability company, its general partner

By: 

Print: ROBERT H. THOMAS, JR.


Title: VICE PRESIDENT

APPROVED AS TO FORM AND RETURNED:

Date: _____

By: _____

Its: _____

8-31 10


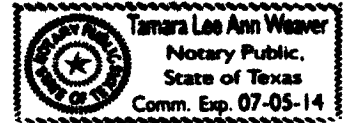
STATE OF TEXAS §
 § S.S.
COUNTY OF DALLAS §

On AUGUST 25, 2010 before me,
TAMARA LEE ANN WEAVER, a Notary Public in and for said
County and State, personally appeared, ROBERT H. THOMAS, JR., who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Tamara Lee Ann Weaver



(Notary Seal)

STATE OF California
COUNTY OF Los Angeles § S.S.

On 9/15, 2010 before me,
Beverly Gail Nieves, a Notary Public in and for said
County and State, personally appeared, Suzanne Frick, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within
instrument and acknowledged to me that he she they executed the same in his her their
authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Beverly Gail Nieves

(Notary Seal)

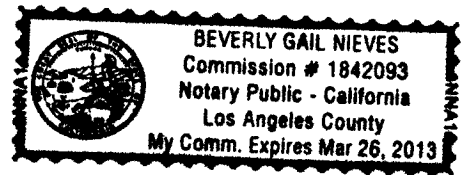


EXHIBIT A
WORK LETTER

1. Acceptance of the Premises; Phased Improvements.

(a) Tenant acknowledges and agrees that except for Landlord's obligation to complete the Work (hereinafter defined), Landlord has no obligations to make any modifications, alterations or improvements to the Premises. Except as set forth in this Exhibit, Tenant accepts the Premises in their "AS-IS" condition as of the date of the Second Amendment.

(b) Landlord and Tenant acknowledge that the Work may, at Tenant's option, be performed in two or more distinct phases. To any extent that such is the case, then this Exhibit and the requirements and procedures hereunder shall govern, to the extent applicable, each separate phase of the Work; e.g. each separate and distinct phase of the work may constitute separate and distinct "Work" for purposes of this Work Letter; each separate and distinct phase may have its own set of "Premises Plans", and so on. However, there shall be only one Construction Allowance, as defined herein, which shall be available to apply to the Work or any separate phases thereof.

2. Premises Plans.

(a) Preparation and Delivery. Tenant shall deliver to Landlord a Premises plan prepared by a design consultant reasonably acceptable to Landlord (the "Architect") depicting improvements to be installed in the Premises (the "Premises Plans"). If any portion of the improvements are cosmetic in nature (i.e., paint walls or install carpet), the Premises Plans may not be required for such cosmetic portion. For purposes of this Work Letter, Landlord hereby acknowledges and accepts Heery International, Inc as the Architect, if so chosen by Tenant in its absolute discretion.

(b) Approval Process. Landlord shall notify Tenant whether it approves of the submitted Premises Plans after Tenant's submission thereof. If Landlord disapproves of such Premises Plans, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall revise such Premises Plans in accordance with Landlord's objections and submit to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted Premises Plans after its receipt thereof. This process shall be repeated until the Premises Plans have been finally approved by Landlord and Tenant.

3. Working Drawings.

(a) Preparation and Delivery. On or before the tenth (10th) day following the date on which the Premises Plans are approved by Landlord and Tenant, Tenant shall provide to Landlord for its approval final working drawings, prepared by the Architect and based on the approved Premises Plans, of all improvements that Tenant proposes to install in the Premises; such working drawings shall include the partition layout, ceiling

plan, electrical outlets and switches, telephone outlets, drawings for any modifications to the mechanical and plumbing systems of the Building, and detailed plans and specifications for the construction of the improvements called for under this Exhibit in accordance with all applicable laws.

(b) Approval Process. Landlord shall notify Tenant whether it approves of the submitted working drawings after Tenant's submission thereof. If Landlord disapproves of such working drawings, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall revise such working drawings in accordance with Landlord's objections and submit the revised working drawings to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted working drawings after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Tenant and Landlord.

(c) Landlord's Approval; Performance of Work. Landlord's approval of such working drawings shall not be unreasonably withheld, provided that (1) they comply with all applicable laws, (2) the improvements depicted thereon do not adversely affect (in the reasonable discretion of Landlord) the Building's structure or operating systems (including the Building's restrooms or mechanical rooms), the exterior appearance of the Building, or the appearance of the Building's common areas or elevator lobby areas, (3) such working drawings are sufficiently detailed to allow construction of the improvements in a good and workmanlike manner, and (4) the improvements depicted thereon conform to the rules and regulations promulgated from time to time by Landlord for the construction of tenant improvements (a copy of which has been delivered to Tenant). As used herein, "Working Drawings" means the final working drawings approved by Landlord, as amended from time to time by any approved changes thereto, and "Work" means all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas of the Building as a result of the improvements indicated by the Working Drawings. Landlord's approval of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use or comply with any law, but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Landlord shall cause the Work to be performed in a good and workmanlike manner in substantial accordance with the Working Drawings.

4. Bidding of Work. Prior to commencing the Work, Landlord shall competitively bid the Work to three contractors approved by Landlord and Tenant, which approval will not be unreasonably withheld, conditioned or delays. If the estimated Total Construction Costs are expected to exceed the Construction Allowance, Tenant shall notify Landlord of any items in the Working Drawings that Tenant desires to change within two business days after Landlord's submission thereof to Tenant. If Tenant fails to notify Landlord of its election within such two business day period, Tenant shall be deemed to have approved the bids. Landlord and Tenant shall select the successful bidder to construct the Work and Landlord shall enter into a contract with such successful bidder. Landlord's approval of such contractor shall not be unreasonably

Exhibit A-Page 2

withheld provided that such contractor meets Landlord's insurance and related requirements. Within five business days following Landlord's submission of the initial construction bids to Tenant under the foregoing provisions (if applicable), Tenant shall have completed all of the following items: (a) finalized with Landlord's representative and the proposed contractor, the pricing of any requested revisions to the bids for the Work, and (b) approved in writing any overage in the Total Construction Costs in excess of the Construction Allowance.

5. Change Orders. Tenant may initiate changes in the Work. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed; however, if such requested change would adversely affect (in the reasonable discretion of Landlord) (1) the Building Structure or Mechanical Systems (including the Building's restrooms or mechanical rooms), (2) the exterior appearance of the Building, or (3) the appearance of the Building's common areas or elevator lobby areas, Landlord may withhold its consent in its sole and absolute discretion. Tenant shall, upon completion of the Work, furnish Landlord with an accurate architectural "as-built" plan of the Work as constructed, including electronic CD's of same. If Tenant requests any changes to the Work described in the Premises Plans or the Working Drawings, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.

6. Definitions. As used herein, "Substantial Completion," "Substantially Completed," and any derivations thereof mean the Work in the Premises is substantially completed (as reasonably determined by Landlord) in substantial accordance with the Working Drawings. Substantial Completion shall have occurred even though minor details of construction, decoration, and mechanical adjustments remain to be completed by Landlord.

7. Walk-Through; Punchlist. When Landlord considers the Work in the Premises to be Substantially Completed, Landlord will notify Tenant and within three business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punchlist items within 30 days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items.

8. Excess Costs. The entire cost of performing the Work (including design of and Premises planning for the Work and preparation of the Working Drawings and the final "as-built" plan of the Work), Tenant's construction management services (by Heery International), costs of construction labor and materials, electrical usage during construction, additional janitorial services, related taxes and insurance costs, licenses, permits, certifications, surveys and other approvals required by applicable law (all of which costs are herein collectively called the "Total Construction Costs") in excess of the Construction Allowance funded by Landlord (such excess being referred to herein as the "Excess Costs"), shall be paid by Tenant. Upon approval of the Working Drawings and selection of a contractor, Tenant shall promptly (a) execute a work order agreement prepared by Landlord which identifies such drawings and itemizes the Total Construction Costs and sets forth the Construction Allowance, and (b) pay to Landlord 50% of

any amount by which Total Construction Costs exceed the Construction Allowance. Upon Substantial Completion of the Work, Tenant shall pay to Landlord an amount equal to the Total Construction Costs (as adjusted for any approved changes to the Work), less (1) the amount of the advance payment already made by Tenant, and (2) the amount of the Construction Allowance funded by Landlord. In the event of a Default in payment of such excess costs, Landlord (in addition to all other remedies) shall have the same rights as for a Default under this Lease.

9. Construction Allowance. Following the execution and delivery of the Second Amendment, if there exists no default by Tenant under this Lease continuing past any applicable notice and cure period, Landlord shall make available the Construction Allowance to be applied toward the Total Construction Costs, as adjusted for any changes to the Work or any Work performed and held on Tenant's account. The Construction Allowance shall not be disbursed to Tenant in cash, but shall be applied by Landlord to the payment of the Total Construction Costs, if, as, and when the cost of the Work is actually incurred and paid by Landlord. The Construction Allowance must be disbursed by July 31, 2012 or any undisbursed portion shall be deemed forfeited with no further obligation by Landlord with respect thereto, time being of the essence with respect thereto.

10. Excess Allowance. As used herein, "Cabling Costs" means the reasonable costs of installing new voice/data cabling, security systems, or intercom systems in the Premises in connection with the Work (provided that such costs shall not include the cost of acquiring any furniture, fixtures or equipment). If (a) there exists no default by Tenant, (b) there are no Excess Costs, and (c) there remains an unused portion of the Construction Allowance after payment of all Total Construction Costs, then the amount of said unused portion (the "Unused Allowance") shall upon Tenant's specific written request given to Landlord no later than July 31, 2012, be either (x) paid by Landlord to Tenant to reimburse Tenant for Cabling Costs, and/or (y) applied against Base Rent next coming due under the Lease. To any extent that Tenant elects to receive all or any portion of any Unused Allowance in reimbursement of Cabling Costs, then not later than July 31, 2012, Tenant may submit to Landlord one (1) request for reimbursement of Cabling Costs, such to be accompanied by invoices reflecting such Cabling Costs, and evidence of payment. Landlord shall reimburse Tenant for such Cabling Costs up to the amount of the Unused Allowance within thirty (30) days after receipt of Tenant's request.

11. Landlord's Work in the Premises. Tenant acknowledges that the Work will be performed during Tenant's occupancy of the Premises. Tenant shall allow Landlord and its architects, construction representatives, engineers and contractors access to the Premises at all times during the preparation for and performance by Landlord and its contractors of the Work and shall reasonably cooperate with Landlord in furtherance of Landlord's efforts to complete the Work, including staging. Landlord will employ reasonable construction practices in an effort to minimize any disruption of Tenant's business operations during the performance of the Work, but Landlord shall not be required to incur any extra costs or expenses with respect thereto, such as overtime and/or evening or weekend work (unless requested by Tenant and provided Tenant agrees that such extra costs and/or expenses will be included in and be part of the Total Construction Costs), and Landlord shall not be liable to Tenant for any disruption or any other interference with Tenant's business operations arising or due to the performance of the Work.

12. Construction Management. Landlord's Affiliate or agent shall supervise the Work, make disbursements required to be made to the contractor, and act as a liaison between the contractor and Tenant and coordinate the relationship between the Work, the Building and the Building's operating systems. Tenant shall not be obligated to pay Landlord or any Landlord Affiliate a construction management fee in connection with the Work.

13. California Labor Code Compliance. Landlord shall cause the third party management company that manages the Work to comply with the California Labor Code Section 1720 regarding the payment of prevailing wages for the work described herein.

14. Construction Representatives. Landlord's and Tenant's representatives for coordination of construction of the Work and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative: K. Angelica Restivo, Property Manager
CB Richard Ellis
2396 E. Pacifica Place, Suite 270
Rancho Dominguez, California 90220
Telephone: 310-483-7803
Telecopy: 310-464-3523

Tenant's Representative: David W. Ashman, Manager,
Office of Special Events & Filming
City of Long Beach
211 East Ocean Boulevard, Suite 410
Long Beach, California 90802
Telephone: 562-570-5333
Telecopy: 562-570-5335