

SIXTH AMENDMENT TO LEASE NO. 26751

26751

THIS SIXTH AMENDMENT TO LEASE (this "Sixth Amendment") is made as of this 26TH day of SEPTEMBER, 2011, by and between **110 Pine Avenue Holdings, LLC**, a Maryland limited liability company, as successor in interest to 110 Pine, LLC, an Arizona limited liability company ("Landlord"), and **City of Long Beach**, a municipal corporation ("Tenant").

RECITALS

WHEREAS, on or about November 17, 1999, 110 Pine, LLC and Tenant entered into a Lease and such Lease was amended by First Amendment to Lease dated May 31, 2002, Second Amendment to Lease dated May 13, 2003, Third Amendment to Lease dated June 14, 2005, Fourth Amendment to Lease dated April 19, 2006 and Fifth Amendment to Lease dated July 17, 2009 (collectively, the "Lease") for Premises known as Suite 1100 and Suite 1200 (the "Leased Premises") in the building located at 110 Pine Avenue, Long Beach, California (the "Building").

WHEREAS, Landlord is the current owner of the Building.

WHEREAS, Tenant desires to modify the Lease by reducing the Net Rentable Square Footage of the Leased Premises by 8,841 rentable square feet as shown on Exhibit "A" (the "Revised Leased Premises").

WHEREAS, Landlord and Tenant now desire to modify the Minimum Monthly Rent, the adjustments attributable to the Revised Leased Premises, to extend the term of the Lease on a month-to month basis, and to modify certain other terms of the Lease upon the terms and conditions as set forth in this Sixth Amendment.

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

1. **Defined Terms.** For purposes of this Sixth Amendment, any capitalized terms used but not defined herein shall have the meanings as set forth in the Lease.
2. **Lease Term.** Effective October 1, 2011 (the "Effective Date"), the Lease Term shall be extended on a month-to-month basis and either party may terminate the Lease upon sixty (60) days' prior written notice to the other party.
3. **Leased Premises.** Upon the Effective Date, the Leased Premises shall be modified by reducing the Net Rentable Square Footage by 8,841 rentable square feet (the "Revised Leased Premises"). Landlord and Tenant hereby agree (irrespective of non-material deviations in such calculations from actual measurements) that the Net Rentable Area of the

revised leased Premises shall be deemed to be comprised of 8,682 rentable square feet known as Suite 1200.

4. **Minimum Monthly Rent.** Effective upon the Effective Date, the Minimum Monthly Rent shall be Sixteen Thousand Nine Hundred Twenty-Nine and 90/100 Dollars per month (\$1.95 per rentable square foot). Minimum Monthly Rent shall be increased annually by \$0.05 per rentable square foot on the first day of October in each successive Lease Year, if any.
5. **Tenant's Proportionate Share.** Effective upon the Effective Date, Tenant's Proportionate Share for the Revised Leased Premises shall be 7.10%.
6. **Tenant's Parking Pass Ratio.** Landlord shall provide to Tenant up to twenty-two (22) unreserved parking spaces at the prevailing market rent, which may be increased from time to time.
7. **Condition of the Revised Leased Premises.** Tenant represents and warrants that it currently occupies the Revised Lease Premises and accepts the Revised Leased Premises in its AS-IS condition; provided, however, that Landlord, at its sole cost and expense, shall clean the existing carpet in the Revised Leased Premises at a date and time mutually agreed upon by the parties. Landlord shall have no other obligation of any kind or nature to make any repairs or improvements to the Revised Leased Premises. Notwithstanding the foregoing, in the event that water leaks from the previously repaired leak in the ceiling of the Revised Leased Premises, Landlord shall, at its sole cost and expense, repair any such leaks.
8. **Surrender of Suite 1100.** Tenant shall surrender and remove its property, furniture systems (includes furniture partitions) and personal effects from Suite 1100 on or before the Effective Date pursuant to Article 24 of the Lease.
9. **Brokers.** Cushman & Wakefield of California, Inc. ("Broker") represents Landlord and Tenant in connection with this Sixth Amendment. Landlord shall pay Broker a commission for this transaction pursuant to a separate agreement. Landlord and Tenant represent and warrant to each other that there are no other claims for brokerage commissions or finder's fees in connection with this Sixth Amendment and each agrees to indemnify and to hold the other harmless for, from and against all liabilities arising from such claims, including any costs or attorneys' fees connected therewith.
10. **Ratification.** Except as expressed and amended by the terms of this Sixth Amendment, the terms of the Lease are ratified and confirmed.

11. **Counterparts.** This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

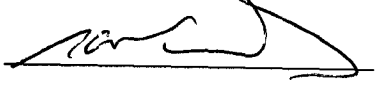
The undersigned have executed this Sixth Amendment to Lease as of the date first above written.

LANDLORD:

110 PINE AVENUE HOLDINGS, LLC, A MARYLAND LIMITED LIABILITY COMPANY

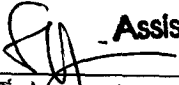
By: U.S. Bank N.A., as Trustee for the Registered Holders of ML-CFC Mortgage Trust 2007-5, Commercial Pass-through Certificate, Series 2007-5

By: CWC Capital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

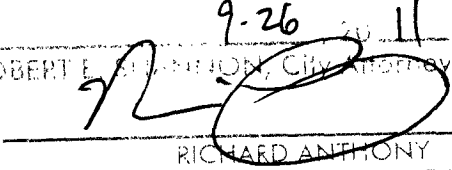
By 
Its _____

Geoff Wood, Senior Vice President
CWC Capital Asset Management, LLC
TENANT:

CITY OF LONG BEACH, a municipal corporation

By:  - Assistant City Manager
Its: City Manager EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

^{9-26 20 11}
~~ROBERT E. ANTHONY, CITY ATTORNEY~~
By 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

110 PINE BUILDING

EXHIBIT "A"

OUTLINE OF FLOOR PLAN OF PREMISES

