

THIRD AMENDMENT TO OFFICE LEASE

This THIRD AMENDMENT TO OFFICE LEASE (this "**Third Amendment**") is entered into as of May 20, 2025, by and between KILROY REALTY, L.P., a Delaware limited partnership ("**Landlord**"), and ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority pursuant to California Government Code 5602 ("**Tenant**").

R E C I T A L S :

A. Landlord and Tenant are parties to that certain Office Lease dated as of May 22, 2014 (the "**Original Lease**"), as amended by that certain First Amendment to Office Lease dated as of July 7, 2014 (the "**First Amendment**"), and that certain Second Amendment to Office Lease dated as of September 17, 2019 (the "**Second Amendment**"), pursuant to which Landlord leases to Tenant, and Tenant leases from Landlord, certain premises commonly known as Suite 200 (the "**Premises**") and located on the second (2nd) floor of that certain office building located at 3760 Kilroy Airport Way, Long Beach, California 90806 (the "**Building**"). The Building comprises of a portion of Phase II of the office project commonly known as Aero – Long Beach (the "**Project**"), which Project was formerly known as Kilroy Airport Center Long Beach. The Original Lease as amended by the First Amendment and the Second Amendment, shall be referred to herein as the "**Lease**".

B. Landlord and Tenant now desire to extend the term of the Lease and otherwise amend the Lease on the terms and conditions set forth in this Third Amendment.

A G R E E M E N T :

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms when used herein shall have the same meaning as given to such terms in the Lease unless expressly superseded by the terms of this Third Amendment.
2. **Lease Term.** Pursuant to the Lease, the Lease Term is currently scheduled to expire on July 31, 2025. Landlord and Tenant hereby agree to extend the Lease Term for a period of sixty-five (65) months (the "**Third Amendment Extended Term**") commencing on August 1, 2025 (the "**Third Amendment Extended Term Commencement Date**") and expiring on December 31, 2030 (the "**Third Amendment Extended Term Expiration Date**") on the terms and conditions set forth in this Third Amendment, unless sooner terminated as provided in the Lease.
3. **Remeasurement.** Tenant acknowledges that the Premises, Building and Project have been remeasured and, in accordance therewith, Landlord and Tenant hereby stipulate and agree that, effective as of the Third Amendment Extended Term Commencement Date: (i) the Premises shall be deemed to contain 7,228 rentable (6,268 usable) square feet; (ii) the Building shall be deemed to contain 166,741 rentable square feet; (iii) Phase II of the Project shall be deemed to contained 398,931 rentable square feet; and (iv) the Project shall be deemed to contain 957,706 rentable square feet. For purposes of the Lease, effective as of the Third Amendment Extended Term Commencement Date, the rentable square footage of the Premises, the Building, Phase II of the Project, and the entire Project, shall be as set forth in this Section 3, notwithstanding anything to the contrary contained in the Lease.
4. **Base Rent.** Prior to the Third Amendment Extended Term Commencement Date, Tenant shall continue to pay monthly installments of Base Rent for the Premises in accordance with the terms of the Lease. During the Third Amendment Extended Term, Tenant shall pay monthly installments of Base Rent for the Premises as set forth in the schedule below, which payments shall be made in accordance with the terms of the Lease and in addition to all other amounts due and owing thereunder, including, but not limited to, Tenant's Share of Direct Expenses.

Period	Annual Base Rent	Monthly Installment of Base Rent	Monthly Rental Rate per Rentable Square Foot*
08/01/25 – 07/31/26**	\$290,565.60	\$24,213.80	\$3.35
08/01/26 – 07/31/27	\$299,282.52	\$24,940.21	\$3.45
08/01/27 – 07/31/28**	\$308,261.04	\$25,688.42	\$3.55
08/01/28 – 07/31/29	\$317,508.84	\$26,459.07	\$3.66
08/01/29 – 07/31/30	\$327,034.20	\$27,252.85	\$3.77
08/01/30 – 12/31/30	N/A	\$28,070.43	\$3.88

- * The amounts identified in the column entitled "Monthly Rental Rate per Rentable Square Foot" are rounded amounts and are provided for informational purposes only.
- ** The months of August 2025 through December 2025, and August 2027 through September 2027 are subject to the Third Amendment Base Rent Abatement (as defined in Section 5 below).

5. **Third Amendment Base Rent Abatement.** Provided that Tenant is not then in monetary or material non-monetary default under the Lease, and Tenant is not in monetary or material non-monetary default under this Lease at any time following the date of this Third Amendment, then Tenant shall not be obligated to pay any Base Rent otherwise attributable to the Premises with respect to the months of August 2025 through December 2025, and August 2027 through September 2027 (collectively, the "**Third Amendment Base Rent Abatement**"), for a total Third Amendment Base Rent Abatement in the amount of \$172,445.84 in the aggregate (i.e., \$24,213.80 per month for each of the months of August 2025 through December 2025, and \$25,688.42 for each of the months of August 2027 and September 2027). Tenant shall remain obligated to pay all other amounts due and owing pursuant to the terms of the Lease, as amended hereby, during the months of the Third Amendment Base Rent Abatement (including, without limitation, Direct Expenses). Tenant acknowledges that the Third Amendment Base Rent Abatement has been granted to Tenant as additional consideration for entering into this Third Amendment and agreeing to comply with the terms and conditions otherwise required under the Lease, as amended. If at any time Tenant shall be in monetary or material non-monetary default under the Lease following the date of this Third Amendment, or if the Lease is terminated for any reason other than a Landlord default, then in addition to all other rights and remedies of Landlord, at Landlord's option, (i) the foregoing Third Amendment Base Rent Abatement shall immediately become null and void, and the unamortized portion of any Base Rent previously abated (based on an amortization period from the Third Amendment Extended Term Commencement Date through the Third Amendment Extended Term Expiration Date) shall immediately become due and payable, and Tenant shall no longer receive any future abatement on account of the Third Amendment Base Rent Abatement, and/or (ii) the dollar amount of the unapplied portion of the Third Amendment Base Rent Abatement as of the date of such default or termination, as the case may be, shall be converted to a credit to be applied to the Base Rent for the Premises applicable at the end of the Third Amendment Extended Term and Tenant shall immediately be obligated to begin paying Base Rent for the Premises in full.

6. **Direct Expenses.** Prior to the Third Amendment Extended Term Commencement Date, Tenant shall continue to pay to Landlord Tenant's Share of Direct Expenses which arise or accrue prior to the Third Amendment Extended Term Commencement Date in accordance with the terms of the Lease. During the Third Amendment Extended Term, Tenant shall continue to pay to Landlord Tenant's Share of Direct Expenses attributable to the Premises in accordance with the terms of the Lease; provided, however, effective as of the Third Amendment Extended Term Commencement Date, (i) the Base Year shall be the 2025 calendar year (but only with respect to Direct Expenses attributable to periods from and after the Third Amendment Extended Term Commencement Date), (ii) Tenant shall not be required to pay Tenant's Share of Direct Expenses with respect to the Premises during the period from the Third Amendment Extended Term Commencement Date through and including December 31, 2026, and (iii) Tenant's Share of the Building, Phase II and the Project shall be as follows:

Tenant's Share of the Building:	4.3343%
Tenant's Share of Phase II:	1.8118%
Tenant's Share of the Project:	0.7547%

The parties acknowledge that the foregoing percentages for Tenant's Share of the Building, Phase II of the Project, and the Project are based on the Premises containing 7,228 rentable square feet, the Building containing 166,741 rentable square feet, Phase II containing 398,931 rentable square feet and the Project containing 957,706 rentable square feet.

7. **Condition of the Premises.**

7.1 Landlord and Tenant acknowledge that Tenant has been occupying the Premises pursuant to the Lease and has had full opportunity to review the condition thereof. Accordingly, subject to Section 7.2 below, Tenant shall continue to accept the Premises in its presently existing, "as-is" condition and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises, provided that the foregoing shall not in any way alter or modify Landlord's repair and maintenance obligations as set forth in the Lease. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business.

7.2 Landlord shall, at its sole cost and expense (except as otherwise provided below), on a one-time basis only, using Building standard materials, specifications, guidelines, and procedures, perform the following work with respect to the Premises (collectively, the "**Third Amendment Work**"):

(i) shampoo the existing carpets within the Premises, and (ii) apply touch-up paint to interior painted walls of the Premises where necessary. Landlord will use commercially reasonable efforts to complete the Third Amendment Work within sixty (60) days following the date of mutual execution and delivery of this Third Amendment (subject to delays resulting from events of Force Majeure and/or any delays resulting from any acts or omissions of Tenant or its agents, employees, contractors, licensees, or invitees). Tenant hereby acknowledges and agrees that, notwithstanding Tenant's occupancy of the Premises during the performance of the Third Amendment Work, Landlord shall be permitted to perform the Third Amendment Work during normal business hours and Tenant shall promptly and diligently cooperate with Landlord and comply with Landlord's performance schedule for the Third Amendment Work (which shall include, without limitation, Tenant providing a clear working area and moving Tenant's fixtures, cabling, cubicle systems, furniture, and other personal property away from the areas in which work is to be performed). Subject to the forgoing, Landlord shall use commercially reasonable efforts to attempt to minimize disruption to Tenant's business operations in connection with the performance of the Third Amendment Work; provided, however, that in no event shall Landlord be required to incur overtime or afterhours charges, or to modify the date or time of scheduled performance of the Third Amendment Work. Landlord shall have no obligation to move (or caused to be moved) any fixtures, cabling, cubicle systems, furniture, or other personal property, and in the event that Tenant fails to move any such items, then the Third Amendment Work shall be performed around such items. Tenant hereby agrees that the performance of the Third Amendment Work shall in no way constitute a constructive eviction of Tenant or entitle Tenant to any abatement of rent. Landlord shall have no responsibility for, or for any reason be liable to Tenant for, any direct or indirect injury to or interference with Tenant's business arising from the Third Amendment Work, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Third Amendment Work, or for any inconvenience or annoyance occasioned by the Third Amendment Work. Tenant shall be responsible for any increase in the cost of performing the Third Amendment Work resulting from any acts or omissions of Tenant or its agents, employees, contractors, licensees, or invitees (or any failure of Tenant to cooperate with Landlord or its contractors), and Tenant shall pay any such increased costs to Landlord upon demand. In addition, should Tenant request any change in the scope of the Third Amendment Work, then Tenant shall be responsible for all costs and expenses incurred by Landlord in connection therewith (payable upon demand); provided, however, Landlord shall have no obligation to change the scope of the Third Amendment Work (and any election to do so shall be in Landlord's sole and absolute discretion).

8. **Security Deposit.** The parties agree and acknowledge that Landlord currently holds a Security Deposit from Tenant in the amount of \$25,709.21 pursuant to the Lease. Landlord shall continue to hold such Security Deposit in accordance with the terms and conditions of Article 21 of the Original Lease.

9. **Parking.** Effective as of the Third Amendment Extended Term Commencement Date, (i) Section 9 of the Summary of the Original Lease shall be amended to read as follows: "Four (4) unreserved parking passes for every 1,000 rentable square feet of the Premises (i.e., twenty-nine (29) unreserved parking passes), subject to the terms of Article 28 of this Lease.", (ii) Tenant shall have the right to convert up to three (3) of its unreserved parking passes, in the aggregate, to reserved parking passes, for reserved parking in locations selected by Tenant from available options presented by Landlord from time to time (which shall be in lieu of any reserved parking rights previously granted to Tenant), (iii) Tenant no longer have any right to designate any Car Pool Passes (or any other rights associated with Car Pool Passes, such as overnight parking), (iv) Tenant shall pay to Landlord (or its designee) the prevailing rate(s) charged from time to time for each parking pass rented by Tenant, and (v) Section 10 of the Second Amendment shall be deleted in its entirety and shall be of no further force or effect. Notwithstanding the foregoing, provided that Tenant is not then in monetary or material non-monetary default under the Lease, Tenant's foregoing allocation of unreserved parking passes (i.e., a maximum of twenty-nine (29) unreserved parking passes) shall be without charge during the months of August 2025 through July 2026 (excepting only any parking taxes or other charges imposed by governmental authorities in connection with the use of such parking which Tenant shall be obligated to pay). For avoidance of doubt, parking charges shall not be reduced or abated for any reserved parking passes rented by Tenant. Except as expressly set forth above, Tenant's use of all parking passes rented by Tenant and the Project's parking facility shall otherwise be subject to the terms and conditions of the Lease, including but not limited to, Article 28 of the Original Lease (including, without limitation, that Tenant is not required to rent any parking passes).

10. **Extension Option.** Tenant shall have one (1) option to extend the Lease Term for the entire Premises for a period of five (5) years, subject to all of the terms and conditions of Section 2.2 of the Original Lease; provided, however, notwithstanding anything to the contrary contained in such Section 2.2, (i) the Option Term shall be a period of five (5) years immediately following the Third Amendment Extended Term Expiration Date, and (ii) the reference to "prior to the expiration of the initial Lease Term" set forth in Section 2.2.3 of the Original Lease is hereby deleted and replaced with a reference to "prior to the expiration of the Third Amendment Extended Term". Tenant shall have no right to renew or extend the Lease Term except for the single option to extend described above in this Section 10.

11. **Landlord's Notice Address.** Notwithstanding anything to the contrary in the Lease,

effective immediately, Landlord's address as set forth in Section 11 of the Summary of the Original Lease, shall be deemed deleted and replaced with the following:

KILROY REALTY, L.P.,
c/o Kilroy Realty Corporation
12200 West Olympic Boulevard, Suite 200
Los Angeles, CA 90064
Attn: Legal Department

With copies to:

KILROY REALTY, L.P.
c/o Kilroy Realty Corporation
100 First Street, Suite 250
San Francisco, California 94105
Attn: Head of Asset Management

and

KILROY REALTY, L.P.,
c/o Kilroy Realty Corporation
6255 West Sunset Boulevard, Suite 2210
Los Angeles, California 90028
Attn: Lea Sandoval, SVP – Asset Management

12. **Force Majeure.** Section 29.14 of the Original Lease is hereby deleted in its entirety and replaced with the following:

"29.14. **Force Majeure.** Notwithstanding anything to the contrary contained in this Lease (but subject to the remaining TCCs of this Section 29.14), any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises, national or regional emergency), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period of time equal to any such prevention, delay or stoppage. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Notwithstanding the foregoing or anything to the contrary contained in this Lease, in no event shall Force Majeure: (a) excuse Tenant's obligations to pay Rent and other charges due pursuant to this Lease, or (b) entitle either party to terminate this Lease, except as allowed pursuant to Articles 11 and 13 of this Lease, or (c) excuse Tenant's obligations under Articles 5 and 24 of this Lease or Section 10.3 of this Lease, or (d) extend the time period for Tenant to vacate the Premises following expiration of the Lease Term, or (e) excuse Tenant from paying for utilities whether to Landlord or a utility provider, or (f) permit Tenant to interfere with other tenants and occupants at the Project or create or cause a nuisance or disturbance at the Project. Without limiting the generality of the foregoing, Tenant agrees and acknowledges that (1) events of Force Majeure may limit, interfere with, or prevent Tenant for using the Premises, and from entering the Premises, (2) such potential interference, limitation, and prevention is foreseeable, and (3) no such limitations, interference or prevention shall constitute frustration of purpose, impossibility of performance, or impracticality of performance with respect to this Lease. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1511 of the California Civil Code, and hereby agrees that this Section 29.14 is an express provision to the contrary."

Tenant's agreement to the terms and conditions of this Section 12 is material consideration for Landlord's agreement to enter into this Third Amendment.

13. **California Accessibility Disclosure.** For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or

tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (a) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp designated by Landlord, subject to Landlord's reasonable rules and requirements; (b) Tenant, at its sole cost and expense, shall be responsible for making any improvements or repairs within the Premises to correct violations of construction-related accessibility standards; and (c) if anything done by or for Tenant in its use, other than general office use, or occupancy of the Premises shall require any improvements or repairs to the Building or Project (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the cost to Landlord of performing such improvements or repairs.

14. **Brokers.** Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with this Third Amendment other than Jones Lang LaSalle Brokerage, Inc., who represents Landlord, and Davco Realty Advisors who represents Tenant (collectively, the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Third Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than the Brokers.

15. **Authority.** Tenant hereby represents and warrants to Landlord that Tenant has full right and authority to execute and deliver this Third Amendment and that each person signing this Third Amendment on behalf of Tenant is authorized to do so.

16. **Counterparts; Electronic Signatures.** This Third Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. The parties agree that this Third Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further agree that (1) to the extent a party signs this Third Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Third Amendment electronically, and (2) the electronic signatures appearing on this Third Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

17. **No Further Modification; Conflict.** Except as specifically set forth in this Third Amendment, all terms, conditions and provisions of the Lease shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Third Amendment, the terms and conditions of this Third Amendment shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Third Amendment is executed as of the date first set forth above.

"LANDLORD":

KILROY REALTY, L.P.,
a Delaware limited partnership

By: Kilroy Realty Corporation,
a Maryland Corporation,
its General Partner

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

"TENANT":

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY,
a joint powers authority pursuant to California Government Code 5602

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____