

Attachment A

First Amendment to Lease

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("**First Amendment**") is made and entered into as of August 26, 2025 ("**Amendment Date**"), by and among THE CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("**Landlord**") and RISK PLACEMENT SERVICES, INC., an Illinois corporation ("**Tenant**"). This First Amendment also includes an amendment to the Lease by the addition of **Rider No. 4 to Office Lease** attached hereto (Waiver of Relocation Benefits).

R E C I T A L S:

A. Landlord (as successor-in-interest to AG Dove Owner, L.P., a Delaware limited partnership) and Tenant entered into that certain Office Lease Agreement dated as of June 17, 2021 (the "**Lease**"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain office space in that certain building located and addressed at 1201 Dove Street, Newport Beach, California, 92660 (the "**Building**").

B. By this First Amendment, Landlord and Tenant desire to relocate the Existing Premises as defined herein, extend the Term of the Lease, and to otherwise modify the Lease as provided herein.

C. Landlord and Tenant desire to confirm certain facts as a condition to entering into this First Amendment, including that Tenant's tenancy and rent of the New Premises, as defined herein, as well as the extension of the Lease Term, commenced after the date that Landlord acquired the Building. Landlord and Tenant acknowledge that the Tenant's occupancy of the New Premises is considered a "post-acquisition" occupant pursuant to applicable federal, state, and local laws and regulations providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation furnishings, fixtures and equipment, goodwill, and moving expenses) (referred to herein as "**Relocation Law**"), as more fully set forth in "Rider No. 4 to Office Lease" attached hereto and incorporated herein by this reference.

D. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

A G R E E M E N T:

1. Existing Premises. As of the Amendment Date, Landlord leases to Tenant and Tenant currently leases from Landlord that certain office space in the Building containing 2,812 rentable square feet located on the second (2nd) floor of the Building, and known as Suite 240 (the "**Existing Premises**"), as outlined on Exhibit A to the Lease. Tenant's liability for Base Rent and its Pro Rata Share of Taxes and Expenses for the Existing Premises extends until the Existing Premises is surrendered as specified in Section 3 below.

2. Relocation of Premises. That certain space containing approximately 6,240 rentable square feet and known as Suite 100, located on the first (1st) floor of the Building, as outlined on the floor plan attached to this First Amendment as Exhibit "A" and incorporated herein by this reference may be referred to herein as the "**New Premises**". Effective as of the date ("**New Premises Commencement Date**") that is the earlier to occur of (a) the date Tenant commences business operations in the New Premises or (b) the date that is fourteen (14) days after the date of Substantial Completion of the Landlord Work (as both such terms are defined in Exhibit "B" attached hereto) in the New Premises, Tenant shall lease from Landlord pursuant to the Lease (as hereby amended) the New Premises. The Landlord Work

is estimated to be Substantially Completed on or about November 1, 2025, subject to the terms of this First Amendment.

3. Surrender of Existing Premises. Tenant hereby agrees to vacate the Existing Premises and surrender and deliver exclusive possession of the Existing Premises to Landlord within seven (7) days after the New Premises Commencement Date ("**Existing Premises Surrender Date**") in accordance with the surrender provisions of the Lease. If Tenant fails to so vacate and surrender and deliver exclusive possession of the Existing Premises to Landlord on or before the Existing Premises Surrender Date, then the holdover provisions of Section 22 of the Lease shall apply. Tenant further represents and warrants to Landlord that as of the Amendment Date there are no, and as of the Existing Premises Surrender Date there shall not be any, mechanics' liens or other liens encumbering all or any portion of the Existing Premises by virtue of any act or omission on the part of Tenant or Tenant's contractors, agents, employees, successors or assigns.

4. Extended Term. The Lease Expiration Date as to the New Premises is hereby extended to the date ("**New Expiration Date**") that is seventy-two (72) months after the New Premises Commencement Date; provided, however, that if the New Premises Commencement Date is a date other than the first (1st) of a month, the New Expiration Date shall be the last day of the month that is seventy-two (72) months after the month in which the New Premises Commencement Date falls. The period from the New Premises Commencement Date through the New Expiration Date, shall be referred to herein as the "**Extended Term**." Tenant shall not have any right to extend the Lease beyond the Extended Term; consequently, Rider Nos. 1, 2 and 3 of the original Lease shall be null and void and are of no further force or effect.

5. Monthly Base Rent. Notwithstanding anything to the contrary in the Lease, during the Extended Term, Tenant shall pay, in accordance with the provisions of this Section 5 and subject to abatement as set forth in Section 6 below, monthly Base Rent for the New Premises as follows:

<u>Period</u>	<u>Monthly Base Rent</u>	<u>Monthly Base Rent Per Rentable Square Foot</u>
New Premises Commencement Date – 12 th full calendar month of Extended Term	\$19,344.00	\$3.10
Months 13 – 24 of the Extended Term	\$19,905.60	\$3.19
Months 25 – 36 of the Extended Term	\$20,529.60	\$3.29
Months 37 – 48 of the Extended Term	\$21,153.60	\$3.39
Months 49 – 60 of the Extended Term	\$21,777.60	\$3.49
Months 61 – 72 of the Extended Term	\$22,401.60	\$3.59

6. Base Rent Abatement. Notwithstanding anything to the contrary contained in the Lease or in this First Amendment, and provided that Tenant faithfully performs all of the terms and conditions of the Lease, as amended by this First Amendment, Landlord hereby agrees to abate Tenant's obligation to pay monthly Base Rent as to the New Premises for the second (2nd) through the sixth (6th) full calendar months of the Extended Term ("**Abatement Period**"). During such Abatement Period, Tenant shall still be responsible for the payment of all of its other monetary obligations under the Lease, as amended by this First Amendment. In the event of a default by Tenant under the terms of the Lease, as amended by this First Amendment, that results in early termination pursuant to the provisions of Section 19 of the Lease, then as a part of the recovery set forth in Section 19 of the Lease, Landlord shall be entitled to the recovery of the monthly Base Rent that was abated under the provisions of this Section 6.

7. Tenant's Pro Rata Share. Commencing as of the New Premises Commencement Date, Tenant's Pro Rata Share of Taxes and Expenses shall be 7.53%. Effective as of the New Premises Commencement Date, the Base Year for Expenses and Taxes shall be amended to the calendar year 2025.

8. Taxes. Effective as of the New Premises Commencement Date, the provisions of this Section 8 shall be applicable and shall supersede any contrary provisions in the Lease. "**Taxes**" as defined in Section 3 of Exhibit B of the Lease shall be restated in its entirety as follows: "(a) all real property taxes and other assessments on the Building, the Project and/or Property, including, but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Property, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (b) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; (c) any possessory interest tax pursuant to Section 107.6 of the California Revenue and Taxation Code and any successor code section(s); and (d) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a), (b) and (c), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities." By executing this First Amendment, Tenant acknowledges and agrees that Landlord's real estate tax implied expense is \$341,652 per year.

Pursuant to Section 107.6 of the California Revenue and Taxation Code ("**Code**"), Landlord hereby notifies Tenant that a possessory interest with respect to the New Premises is created pursuant to the Lease ("**Possessory Interest**") and may be subject to property taxation under the Code ("**PIT Tax**"). Landlord shall be responsible for paying any PIT Tax directly to the appropriate governmental authority. Tenant acknowledges that the foregoing complies with Section 107.6 of the Code. Tenant shall advise in writing any subtenant, licensee, concessionaire or third party approved by Landlord that is using the New Premises of the requirements of Section 107.6 of the Code. If Tenant receives any PIT Tax bills related to Tenant's possession of the New Premises, Tenant shall immediately deliver a copy of such PIT Tax bills to Landlord. The Base Rent rate set forth in Section 5 above includes Tenant's Pro Rata Share of Taxes for the Base Year including, without limitation, any PIT Tax. During the period that the Landlord under the Lease is The City of Newport Beach, Tenant shall not be responsible for the payment to Landlord of any Tax Excess. If The City of Newport Beach transfers its ownership interest in the Property to an unrelated third-party entity, (i) the Base Year for Taxes only shall become the calendar year in which such transfer in ownership occurs ("**New Tax Base Year**"), (ii) the amount of Taxes for the New Tax Base Year shall be the annualized value of the new Property owner's tax basis in the Property, and (iii) Tenant shall thereafter pay to the then Landlord the Tax Excess (i.e., Tenant's Pro Rata Share of the amount, if any, by which Taxes for each subsequent calendar year (or portion thereof) exceed the Taxes for the New Tax Base Year) including, without limitation, any increase in Taxes due to subsequent reassessments of the Property; provided, however, that Tenant shall not be responsible during the Extended Term for any portion of such Tax resulting from capital improvements made by Landlord or any successor owner.

9. Improvements to the New Premises. Landlord shall perform the improvements in the New Premises in accordance with the Work Letter attached hereto as Exhibit "B" (the "**Landlord Work**").

10. Parking. Effective as of the New Premises Commencement Date, Section 1.12 of the Lease is hereby deleted in its entirety and replaced with the following:

"Tenant shall have the right, but not the obligation, to purchase up to a total of twenty-five (25) parking passes for unreserved parking spaces. The monthly cost during the Extended Term for unreserved spaces shall be as follows (the "**Parking Fee**"): (a) \$0.00 for the first sixty (60) full calendar months of the Extended Term; and (b) \$45.00 per unreserved parking space per month for the remainder of the Extended Term, subject to the payment of Expenses attributable to the parking areas and to the provisions set forth in Section 28 of the Lease. Tenant shall have the right to permanently convert on a one-to-one basis up to four (4) of Tenant's parking passes for unreserved spaces to parking passes for reserved

spaces in locations mutually agreed upon in good faith by Landlord and Tenant. The Parking Fee during the Extended Term for reserved spaces shall be as follows: (i) \$35.00 per reserved parking space per month for the first sixty (60) full calendar months of the Extended Term; and (ii) \$85.00 per reserved parking space per month for the remainder of the Extended Term. Except as set forth in this Section 1.12 and Section 28 of the Lease, the purchase of such parking passes shall be subject to the Rules and Regulations as set forth in Exhibit D to the Lease."

11. Signage. Landlord, at Landlord's initial cost and expense, will provide Tenant with Building-standard identification in the Building's lobby directory and a Building-standard suite identification sign for the New Premises. Any future changes to Tenant's name requiring a change in such signage shall be at Tenant's sole cost and expense.

12. Security Deposit. Section 1.07 of the Lease is hereby deleted in its entirety.

13. Right of First Refusal. Effective as of the Amendment Date, Section 6, Right of First Refusal, of Exhibit E of the Lease shall be deemed deleted from the Lease and of no further force or effect.

14. Landlord's Notice Addresses. From and after the date of this First Amendment, notices to Landlord under the Lease shall be sent to the following addresses:

City of Newport Beach
Attn: Real Property Administrator
100 Civic Center Drive
Newport Beach, CA 92660

LPC West, Inc.
Attn: Parke Miller
4041 MacArthur Boulevard, Suite 500
Newport Beach, CA 92660

15. Attorneys' Fees. Effective as of the Amendment Date, Section 27.01 of the Lease is hereby deleted in its entirety and replaced with the following:

"Section 27.01 Costs and Expenses. No Waiver. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall NOT be entitled any costs, expenses, or attorneys' fees. Either party's failure to declare a default immediate upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel."

16. California Certified Access Specialist Inspection. Pursuant to California Civil Code§ 1938, Landlord hereby states that the New Premises has undergone inspection by a Certified Access Specialist (CASP) (defined in California Civil Code§ 55.52). Tenant hereby acknowledges that it has been provided a copy of the CASp inspection report at least forty-eight (48) hours prior to the execution of this First Amendment and Tenant agrees that information in the report shall remain confidential, except as necessary for Tenant to complete repairs and corrections of violations of construction-related accessibility standards in the New Premises. The cost of making any repairs necessary to correct violations of construction-related accessibility standards indicated by the CASp report in the New Premises will be Tenant's responsibility, which modifications will be completed as a Tenant Alteration, notwithstanding anything to the contrary in the Lease (as amended). Tenant shall be responsible for ensuring the New Premises are in compliance with access laws (including but not limited to the Americans with Disabilities Act and its related regulations and the California Building Code, Title 24 of the California Code of Regulations).

17. Brokers. Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this First Amendment other than CBRE,

Inc. on behalf of both Landlord and Tenant. Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any other person or entity who claims or alleges that they were retained or engaged by the first party or at the request of such party in connection with this First Amendment.

18. Signing Authority. The individual(s) executing this First Amendment on behalf of Landlord hereby represent and warrant that Landlord is a duly formed and existing entity qualified to do business in the State of California and that Landlord has full right and authority to execute and deliver this First Amendment and the person(s) signing on behalf of Landlord are authorized to do so. The individual(s) executing this First Amendment on behalf of Tenant hereby represent and warrant that Tenant is a duly formed and existing entity qualified to do business in the State of California and that Tenant has full right and authority to execute and deliver this First Amendment and the person(s) signing on behalf of Tenant are authorized to do so.

19. Notice of Extended Term Dates. Landlord may deliver to Tenant a commencement letter in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof at any time after the New Premises Commencement Date, for Tenant's review, approval and execution, and return to Landlord said commencement letter within ten (10) business days after Tenant's receipt thereof.

20. Recitals. Landlord and Tenant acknowledge that the above recitals are true and correct and hereby incorporated by reference into this Agreement.

21. Counterparts; Original Signatures. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. If a variation or discrepancy among counterparts occurs, the copy of this First Amendment in Landlord's possession shall control. Execution of this First Amendment as well as any and all other documents and instruments required under the terms of the Lease or to amend its terms shall require handwritten, "wet" signatures. Notwithstanding Section 30 of the Lease, the parties may not exchange counterpart signatures by facsimile or electronic transmission and electronic or digital signatures shall not be valid.

22. No Further Modification. Except as set forth in this First Amendment, all of the terms and provisions of the Lease shall apply during the Extended Term and shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this First Amendment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this First Amendment has been executed as of the day and year first above written.

"LANDLORD"

THE CITY OF NEWPORT BEACH,
a California municipal corporation and charter city

By: _____

Name: Grace K. Leung

Title: City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____

Name: Molly Perry

Title: Interim City Clerk

By: Jose Montoya for

Name: Aaron C. Harp

Title: City Attorney

7.29.25
AF

"TENANT"

RISK PLACEMENT SERVICES, INC.,
an Illinois corporation

By: _____

Print Name: _____

Title: _____

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"LANDLORD"

THE CITY OF NEWPORT BEACH,
a California municipal corporation and charter city

By: _____

Name: Grace K. Leung

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APPROVED AS TO FORM:

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Name: Molly Perry

Title: Interim City Clerk

By: Joe Montoya for

Name: Aaron C. Harp

Title: City Attorney

1.29.25
AF

"TENANT"

RISK PLACEMENT SERVICES, INC.,
an Illinois corporation

By: Richard C. Cary

Print Name: Richard C. Cary

Title: Vice President / Corporate Controller

EXHIBIT "A"

FLOOR PLAN OF NEW PREMISES

Exhibit "A" is intended only to show the general layout of the New Premises as of the beginning of the Extended Term. It is not to scale; any measurements or distances shown should be taken as approximate. References to or depictions of furniture, fixtures and equipment on Exhibit "A" shall not be interpreted to obligate Landlord to pay costs or expenses associated with the purchase or installation of furniture, fixtures or equipment.

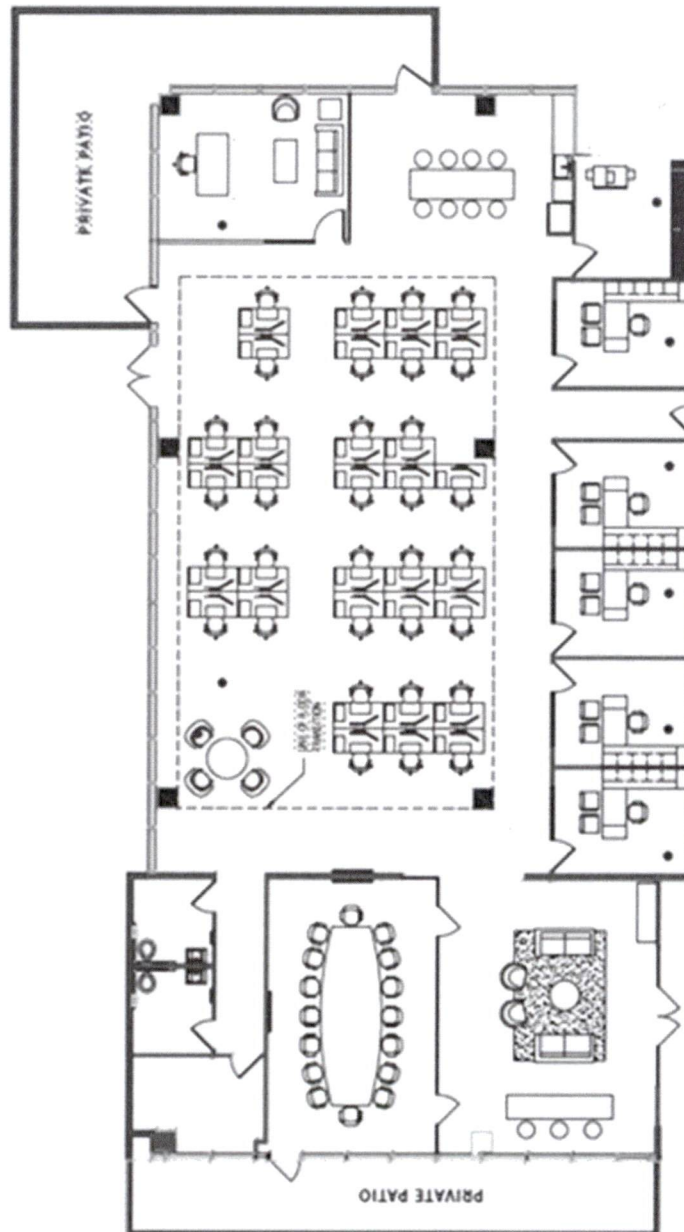


EXHIBIT "A"

-1-

EXHIBIT "B"

WORK LETTER TURN-KEY ALLOWANCE CAP

This Exhibit "B" is attached to and made a part of the First Amendment to Lease ("**First Amendment**") by and among THE CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("**Landlord**") and RISK PLACEMENT SERVICES, INC., an Illinois corporation ("**Tenant**") for space in the Building located at 1201 Dove Street, Newport Beach, California.

1. Landlord, at its sole cost and expense, up to the amount of the Allowance as referenced below (subject to the terms and provisions of this Section 1 and Section 2 below), shall perform improvements to the New Premises in accordance with the space plan attached hereto as Schedule 1 (the "**Space Plan**") using Building standard methods, materials and finishes, provided that Tenant may use Tenant's specifications for materials and finishes so long as such materials and finishes are at least as good in quality as Building standard materials and finishes. The improvements to be performed pursuant to this Work Letter are hereinafter referred to as the "**Landlord Work**."

Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that Landlord shall not be obligated to pay more than \$124,800.00 (calculated at a rate of \$20.00 per rentable square foot of the New Premises) (the "**Allowance**") to complete the Landlord Work. Following final approval of the Landlord Work, Landlord shall work with its general contractor to prepare a preliminary cost budget for construction of the work provided in this Work Letter. Tenant shall have the right to approve such cost budget in its reasonable discretion provided that any delay in the performance of the Landlord Work caused by Tenant's disapproval of the cost budget shall be deemed a Tenant Delay. Tenant shall pay to Landlord the amount of any actual and reasonable costs incurred by Landlord to complete the Landlord Work in excess of the Allowance, within thirty (30) days after receipt of invoice (on an AIA form or similar thereto). A portion of any remaining unused Allowance shall be available to Tenant in the form of rental credit as provided in Section 7 below. Tenant shall not be charged for the use of elevators, hoists, loading docks, parking lots and facilities or utilities related to the performance of the Landlord Work or during Tenant's relocation to the New Premises.

The Allowance shall be used towards the Landlord's Work, including space planning, space programming, design development drawings, pricing drawings, construction drawings, electrical / mechanical / plumbing / engineering drawings, reimbursable costs, city permits, approval fees, construction administration, construction, all profit, overhead, general conditions, data cabling costs and internal or external move costs.

Landlord shall enter into a direct contract for the Landlord Work with a licensed general contractor selected by Landlord. In addition, Landlord shall have the right to select and/or approve of any licensed subcontractors used in connection with the Landlord Work. The costs of the Landlord Work shall include any and all architectural fees, engineering fees, city permits, a general contractor's fee, and a construction management fee paid to Landlord's construction manager in the amount of five percent (5%) of the total cost of the Landlord Work. Any portion of the Allowance that is not used on or before June 30, 2026 shall revert to Landlord ("**Allowance Deadline**").

2. All work and upgrades not set forth on the Space Plan shall be subject to Landlord's reasonable approval, shall be at Tenant's sole cost and expense subject to the Allowance amount, plus any applicable state sales or use tax thereon, payable upon demand as Additional Rent and a construction management fee payable to Landlord equivalent to five percent (5%) of the cost of such work and upgrades. Tenant shall be responsible for any actual Tenant Delay in completion of the New Premises resulting from any such other work and upgrades requested or performed by Tenant.

3. In the event that Tenant requests any work that is not covered in the Space Plan ("**Tenant Change**") and Landlord reasonably approves the same, then Landlord shall, within five (5) business days of receipt of same, cause its contractor to promptly estimate the increased costs and the estimated delay in completing the Landlord Work, if any, which would result from the proposed Tenant Change and shall report such estimates to Tenant. Prior to Landlord implementing such Tenant Change, Tenant must agree, in writing, within three (3) business days after delivery of the estimated cost and delay from Landlord, to pay for any increased costs associated with such Tenant Change, and that any actual delay caused by such change shall constitute a Tenant Delay. No Tenant Change shall be deemed approved by Tenant unless and until Tenant shall have notified Landlord in writing of Tenant's willingness to pay for such Tenant Change (if any increased cost is attributable to same) and unless Tenant is willing to accept responsibility for the Tenant Delay, if any, which arises from such Tenant Change. Tenant shall have the right to withdraw any requested change if Tenant is unwilling to pay for any such increased costs or to accept responsibility for the Tenant Delay.
4. Landlord's supervision or performance of any work for or on behalf of Tenant shall not be deemed to be a representation by Landlord that such work complies with applicable insurance requirements, building codes, ordinances, laws or regulations or that the improvements constructed will be adequate for Tenant's use.
5. The Landlord Work shall not include any of Tenant's trade fixtures, equipment, furniture, furnishings, telephone and data equipment, or other personal property. From and after the date that the First Amendment is executed by both parties and provided the same does not materially interfere with the performance of the Landlord Work, Tenant and its agents (including contractors engaged by Tenant) shall have the right, at Tenant's own risk, expense and responsibility, at all reasonable times to access the New Premises and the Building to inspect the progress of construction and to take measurements and perform other similar investigatory tasks if necessary. Landlord, as soon as reasonably possible during construction, shall notify Tenant in writing of its anticipated date of "Substantial Completion" (as hereinafter defined) of the Landlord Work. During a period of time commencing approximately fourteen (14) days prior to Substantial Completion of the Landlord Work and provided the same does not materially interfere with the performance of the Landlord Work, Tenant shall have the right to enter the New Premises for the purpose of installing its furnishings and equipment (including, without limitation, Tenant's data cabling, telephone and data, security, audio/visual and printing equipment and furniture systems) and otherwise readying the New Premises for Tenant's use and occupancy. Substantial Completion shall not be deemed to have been achieved, nor shall Tenant's fourteen (14) day period set forth in the preceding sentence commence, unless and until all of the flooring and carpeting (if applicable) has been installed in the New Premises. Landlord shall deliver to Tenant copies of the certificate of occupancy (or its functional legal equivalent) issued by any authority in connection with such work.
6. For purposes of this First Amendment, including for purposes of determining the New Premises Commencement Date (pursuant to Section 2 of the First Amendment), the Landlord Work shall be "**Substantially Complete**" upon the completion of the Landlord Work in the New Premises as provided in this Work Letter, with the exception of any punch list items that do not materially and adversely affect Tenant's use and occupancy of the New Premises and any tenant fixtures, work-stations, built-in furniture, or equipment to be installed by or on behalf of Tenant in accordance with the terms of this Work Letter. If Landlord is delayed in the performance of the Landlord Work as a result of the acts or omissions of Tenant, the Tenant Related Parties or their respective contractors or vendors, including, without limitation, changes requested by Tenant to the Space Plan or other approved plans, Tenant's failure to comply with any of its obligations under the Lease (as amended), or the specification of any materials or equipment with long lead times (each a "**Tenant Delay**"), the Landlord Work shall be deemed to be Substantially Complete on the date that Landlord could reasonably have been expected to Substantially Complete the Landlord Work absent any Tenant Delay.

7. Notwithstanding anything to the contrary in this Work Letter, in the event Tenant uses less than the Allowance for the Landlord Work, Tenant may request in a written notice ("**Rent Credit Notice**") delivered to Landlord on or before Allowance Deadline, that the lesser of (a) the unused portion of the Allowance or (b) \$62,400.00 (calculated at a rate of \$10.00 per rentable square foot of the New Premises), be applied as a credit against Tenant's Base Rent. If Tenant timely and properly delivers the Rent Credit Notice to Landlord, such credit against Base Rent obligations shall commence on the first day of the nineteenth (19th) full calendar month of the Extended Term and continue thereafter until exhausted. Any portion of the Allowance that is not so requested by Tenant on or before the Allowance Deadline shall revert to Landlord.
8. This Exhibit shall not be deemed applicable to any additional space added to the New Premises at any time or from time to time, whether by any options under the Lease (as amended) or otherwise, or to any portion of the original New Premises or any additions to the New Premises in the event of a renewal or extension of the Extended Term of the Lease, whether by any options under the Lease (as amended) or otherwise, unless expressly so provided in the Lease (as amended) or any amendment or supplement to the Lease.
9. The delay in the performance by Tenant hereunder shall not be deemed to be a Tenant Delay if such delay arises from any cause beyond the reasonable control of Tenant or Tenant's contractors and suppliers, including without limitation delays caused by weather conditions, labor or material shortages. Notwithstanding the foregoing, nothing shall excuse any delay in Tenant's payments of money due under the Lease.
10. The Landlord Work shall be constructed by Landlord and its contractors and representatives in a good and workmanlike manner and shall comply as of the New Premises Commencement Date with all applicable laws, codes and requirements of the governmental authorities having jurisdiction, including but not limited to the requirements of the Americans with Disabilities Act. Landlord shall have the obligation to obtain all permits and governmental approvals required for completion of the Landlord Work and shall maintain for inspection by Tenant copies of all approvals, permits, inspections, reports and other governmental consents obtained by Landlord and shall provide Tenant with copies of same upon request.
11. Landlord shall obtain a warranty from its general contractor that Landlord Work in the New Premises will be free from any material defects for a period of one year following the New Premises Commencement Date. Such warranty shall contain the agreement of the general contractor to be responsible for all repairs, (a) the need for which becomes apparent within one (1) year after the New Premises Commencement Date, (b) which are caused by defective workmanship or materials in connection with the construction of the Landlord Work, and (c) notice of which shall have been given to Landlord and to such general contractor within such one (1) year period. In addition, for so long as such warranties are in effect, Landlord will use commercially reasonable efforts to enforce any warranties extended to Landlord covering the New Premises and any warranties covering any of the equipment or fixtures installed in the New Premises.
12. Throughout the entire process of completing the construction of the Landlord Work, each party shall reasonably cooperate with the other to provide promptly any additional information and details and shall respond promptly to any requests reasonably requested by such party regarding such construction and any other requests of such party.
13. Prior to delivery of the New Premises to Tenant, Landlord is responsible for the removal of all debris within the New Premises except debris created by Tenant or its contractors. On or before the New Premises Commencement Date, upon Substantial Completion of construction, Landlord shall leave the New Premises in a broom-clean condition.

SCHEDULE 1 to EXHIBIT "B"

SPACE PLAN

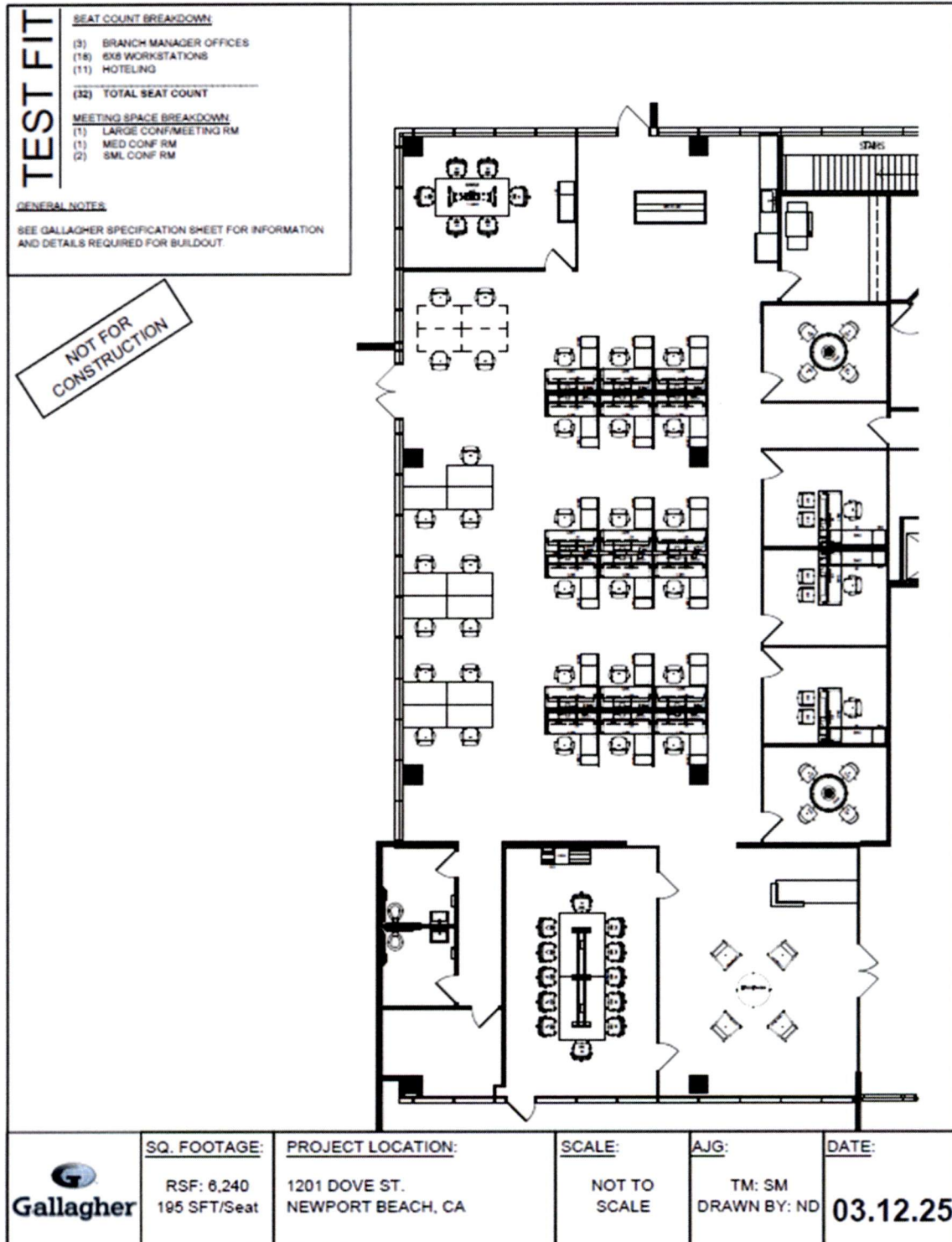


EXHIBIT "C"

NOTICE OF EXTENDED TERM DATES

TO: _____

DATE: _____, 20__

Attention: _____

RE: First Amendment to Lease ("**First Amendment**") dated _____, 2025, by and among THE CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("**Landlord**"), RISK PLACEMENT SERVICES, INC., an Illinois corporation ("**Tenant**"), concerning Suite 100 (the "**New Premises**"), located at 1201 Dove Street, Newport Beach, California.

Dear Mr. [or **Ms.**] _____:

In accordance with the First Amendment, Landlord wishes to advise and/or confirm the following:

1. That the Tenant is in possession of the New Premises and Tenant acknowledges that under the provisions of the First Amendment, the Extended Term commenced as of _____, 20__ and shall expire on _____.

2. That in accordance with the First Amendment, monthly Base Rent for the Extended Term commenced to accrue on _____, 20__.

AGREED AND ACCEPTED:

TENANT:

_____,
a _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

RIDER NO. 4

WAIVER OF RELOCATION BENEFITS

This Rider No. 4 is made and entered into by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("**Landlord**") and RISK PLACEMENT SERVICES, INC., an Illinois corporation ("**Tenant**"), as of the date of the First Amendment to Lease ("**Amendment**") between Landlord and Tenant to which this Rider No. 4 is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below shall be deemed to be part of the Lease and shall supersede any inconsistent provisions therein. All references in the Lease (as amended) and in this Rider No. 4 shall mean the Lease (and all exhibits and riders attached thereto), as amended and supplemented, including by this Rider No. 4. All capitalized terms not defined in this Rider No. 4 shall have the same meaning as set forth in the Lease. This Rider No. 4 is effective as of the New Premises Commencement Date.

Tenant acknowledges it has read and understands the following terms and knowingly and voluntarily enters into the Amendment without coercion, undue influence or other inducement by Landlord or any other person or entity.

1. STATUS OF POST-ACQUISITION TENANT.

(a) Landlord has informed Tenant that it acquired the Building in May 2023 for public purposes, specifically the construction and development of a public project for a new police department facility ("**Public Facility**"). Landlord hereby represents and warrants that Landlord will not begin construction of the Public Facility until after the New Expiration Date as defined above in the Amendment and Landlord hereby warrants that the construction will not result in Tenant being displaced or required to move from the New Premises prior to the New Expiration Date. Landlord hereby expressly agrees and acknowledges that Tenant shall not be relocated from the New Premises at any time during the Extended Term (as defined in the Amendment) and shall have quiet possession of the New Premises throughout the Extended Term until the New Expiration Date subject to the terms and conditions of the Lease (as amended by the Amendment).

(b) The proposed Public Facility would involve demolition and new construction of the subject Property and New Premises. Since potential federal, state, and local funding would be planned for use in the Public Facility, the Relocation Law (defined herein) may apply to persons and businesses in lawful occupancy at the time an application for funding is submitted for federal, state and/or local funding.

(c) Tenant enters into the Amendment in consideration of reduced rent and/or other concessions for Landlord's extending the Lease Term. In entering into the Amendment, Tenant knowingly and voluntarily waives any eligibility it has or may have for relocation payments or assistance under the Relocation Law, which may include, without limitation, advisory assistance, payment for certain moving expenses, business re-establishment expenses, and expenses incurred in searching for a replacement business. Tenant understands that other businesses or persons in occupancy at the Property may be or become eligible for such relocation assistance. Tenant agrees its status shall hereby be deemed and shall remain as a post-acquisition tenant.

(d) After full consideration of the foregoing advisement and information, Tenant agrees that:

(1) under the Relocation Law, including without limitation California Government Code Section 7260(c)(2), Tenant is not and will not become a "displaced person", having waived any and all rights to benefits or assistance under the Relocation Law; therefore, Tenant is not, and shall not become, entitled to relocation assistance or benefits if Tenant moves from the New Premises for whatever reason at any time; and

(2) if for any reason Tenant shall ever be determined to be a "displaced person", Tenant does hereby expressly, intentionally, and knowingly waive each and any claim of entitlement to relocation assistance and/or benefits under the Relocation Law in connection with the Tenant's occupancy of the New Premises under the Lease.

(e) Tenant represents, warrants, and agrees that it has not entered into any other lease, assignment or any other agreement allowing any third party to occupy all or any part of the New Premises. Tenant represents, warrants, and agrees that as of the date of this Amendment, other than Tenant, no other person or entity has or will have any legal right to possess or occupy the New Premises, excepting Tenant.

2. TENANT'S RELEASE AND WAIVER OF LANDLORD CITY OF NEWPORT BEACH.
Tenant is entering into the Amendment with Landlord and agrees that all rights or obligations that exist or may arise out of the termination of Tenant's leasehold interest at some date in the future, whether for public, private or any other purposes, include Tenant's intentional release and waiver of any and all rights to seek remedies under the Relocation Law, to seek compensation for alleged severance damages, pre-condemnation damages, alleged loss of business goodwill, or for costs, interest, attorneys' fees, and/or any claim whatsoever that might arise out of or relate in any respect whatsoever directly or indirectly to the termination of Tenant's leasehold interest by Landlord.

(a) Accordingly, Tenant acknowledges and agrees that should Landlord terminate Tenant's leasehold interest such termination and the resulting move of Tenant's business and/or removal of Tenant's personal property from the New Premises are non-compensable under the Relocation Law and other federal and state laws related to Tenant's move of its business from the New Premises.

(b) Tenant fully, intentionally, knowingly and voluntarily waives, releases and discharges Landlord (City of Newport Beach) and its appointed and elected officials, officers, directors, employees, contractors, and agents (together "Indemnitees") from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to (i) the use of the New Premises for a public project or other public purposes or (ii) the relocation of any of Tenant's business operations or the relocation of any person or persons, business or businesses, or other occupant or occupants located on the New Premises, including the specific waiver and release of all rights under the Relocation Law and/or payments that otherwise may be required under such state or federal law.

(c) Tenant waives all rights to compensation for any interest in the business operations at, on, or about the New Premises including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever.

(d) It is hereby intended that the release contained herein relates to both known and unknown claims that Tenant and any person or entity claiming by or through Tenant may have, or claim to have, against any of the Indemnitees with respect to the subject matter contained herein or the events relating thereto. By releasing and forever discharging claims both known and unknown which are related to or which arise under or in connection with, the items set out above, Tenant expressly waives any rights under California Civil Code Section 1542 and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM
OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR OR RELEASED PARTY."**

Tenant Initials: LCC

(e) In connection with the Amendment, and the above release and waiver, Tenant acknowledges that it is aware that it and its attorneys may hereafter discover claims or facts or legal theories in addition to or different from those which it know or believe to exist with respect to the claims released herein, but that Tenant's intention hereby is to fully, finally and forever release and waive all such claims, known or unknown, suspected or unsuspected, which do now exist, may exist or have existed in favor of Tenant. In furtherance of such intention, Tenant's entering into the Amendment shall evidence Tenant's full and complete release and waiver, notwithstanding the discovery or existence of any such additional claims, facts, or legal theories under applicable laws or regulations or otherwise relating to the New Premises or the termination of Tenant's leasehold interest and later move from the New Premises. Tenant acknowledges and agrees that its waiver and release is an essential and material term to the Lease and that without it, Landlord would not have consented to the Amendment. Tenant understands and acknowledges the significance and consequences of these provisions under the Amendment.

(f) Tenant agrees, warrants and represents that it has carefully read the contents of the Amendment and that, in executing the Amendment, Tenant does so with full knowledge of any right which it may have, that it has received independent legal advice from its attorneys, or in the alternative, knowingly has determined not to seek legal advice with respect to the matters set forth herein, and that Tenant has freely signed this Amendment without relying on any agreement, promise, statement or representation by or on behalf of any person or entity, including any and all Indemnitees, except as specifically set forth in the Amendment.

(g) The statements, representations and recitals contained in the Lease are to be considered contractual in nature and not merely recitations of fact. The Lease, the advisements herein, and the above release and waiver shall be binding upon Tenant and its heirs, agents, successors, legal representatives and assigns.

3. RELOCATION LAW DEFINITION. "**Relocation Law**" as used herein shall mean applicable federal, state, and local laws and regulations, including without limitation (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. 4601–4655, and the implementing regulations at 49 CFR Part 24, (ii) the California Relocation Assistance Act, Government Code Section 7260, et seq. and the implementing regulations at Title 25, Section 6000, et seq. of the California Code of Regulations, and (iii) any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation furnishings, fixtures and equipment, goodwill, and moving expenses).