1	THIRD AMENDMENT TO LEASE NO. 25092
2	25092
3	THIS THIRD AMENDMENT TO LEASE NO. 25092 is made and entered, in
4	duplicate, as of February 6, 2007 for reference purposes only, pursuant to a minute order
5	adopted by the City Council of the City of Long Beach at its meeting on February 6, 2007,
6	by and between the CITY OF LONG BEACH, a municipal corporation ("Lessor"), and
7	JAMES J. CHOURA, an individual, doing business as EL DORADO FOOD SERVICES
8	("Lessee"), whose address is 4101 E. Willow Street, Long Beach, California 90815.
9	WHEREAS, the parties entered Lease No. 25092 as of April 8, 1997, and the
10	Lease provides that it may be extended upon request of Lessee; and
11	WHEREAS, on August 24, 1999, the Lease was extended for three years
12	and on July 14, 2003, the Lease was extended for an additional five years and Lessee
13	requests a Third Extension;
14	NOW, THEREFORE, in consideration of the faithful performance of the
15	terms, covenants, and conditions in the Lease, the parties agree as follows:
16	1. Section 2(A) of Lease No. 25092 is hereby amended in its entirety to read
17	as follows:
18	"2. <u>TERM</u> . A. The term of this Lease shall commence at 12:01 a.m. on
19	April 1, 2007 (the "commencement date") and shall end at midnight on March 31, 2012.
20	This Lease shall terminate automatically upon the bankruptcy, either voluntary or
21	involuntary, of Lessee."
22	2. The period from April 1, 2007 through March 31, 2012 shall be known as
23	the Third Extension Period.
24	3. Section 6(A) of Lease No. 25092 is hereby amended in its entirety to read
25	as follows:
26	"6. <u>RENT</u> . A. Lessee shall pay to Lessor as rent, in monthly installments
27	during the term and any extensions, an amount equal to the greater of (a) eight percent
28	(8%) of Lessee's monthly gross receipts, or (b) Seven Thousand Four Hundred Dollars
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(\$7,400.00), whichever is greater. During the Third Extension Period, Seven Thousand
 Four Hundred Dollars (\$7,400.00) shall be the "minimum monthly installment" of rent.
 Lessee shall pay rent at Lessor's address for notice."

4 4. Section 6(E) of Lease No. 25092 is hereby amended in its entirety to read
5 as follows:

"If this Lease is extended for an additional three (3) years, then the monthly
installments of rent during the First Extension Period shall remain at the greater of (a) eight
percent (8%) of Lessee's monthly gross receipts, or (b) Six Thousand Five Hundred Dollars
(\$6,500.00).

10 If this Lease is extended thereafter, then the minimum monthly installments of rent during the Second Extension Period shall be increased to seventy-five percent 11 (75%) of the average total annual rent, divided by twelve (12), paid by Lessee for the first 12 13 five (5) years of the Lease. If this calculation results in a sum that is less than Six Thousand Five Hundred Dollars (\$6,500.00), then Lessee shall continue to pay as 14 minimum monthly installments of rent the sum of Six Thousand Five Hundred Dollars 15 (\$6,500.00). Lessee shall pay as rent during the Second Extension Period the greater of 16 (a) eight percent (8%) of Lessee's monthly gross receipts, or (b) the minimum monthly 17 installments of rent. 18

If this Lease is extended for a third period of five (5) years, then the minimum 19 installments of rent during the Fourth Extension Period shall be increased to seventy-five 20 percent (75%) of the average total annual rent, divided by twelve (12), paid by Lessee 21 during the Third Extension Period. If this calculation results in a sum that is less than 22 Seven Thousand Four Hundred Dollars (\$7,400.00) or less than the minimum monthly 23 installments of rent paid during the Third Extension Period (whichever is greater), then 24 Lessee shall continue to pay as minimum monthly installments of rent the greater of Seven 25 Thousand Four Hundred Dollars (\$7,400.00) or the minimum monthly installments or rent 26 paid during the Third Extension Period. Lessee shall pay as rent during the Fourth 27 Extension Period the greater of (a) eight percent (8%) of Lessee's monthly gross receipts, 28

Robert E. Shannon City Attorney of Long Beach 333 West Ocean Boulevard Long Beach, California 90802-4664 Telephone (562) 570-2200 1 or (b) the minimum monthly installments of rent."

5. Except as expressly amended herein, all of the terms, covenants, and
 conditions in Lease No. 25092 are ratified and confirmed and shall remain in full force and
 effect.

IN WITNESS WHEREOF, the parties have caused this document to be duly

6 executed with all of the formalities required by law as of the date first stated above.

ら、2007 JAMES J. CHOURA, an individual, doing business as EL DORADO FOOD SERVICES "Lessee" CITY OF LONG BEACH, a municipal PURSUAPPrporation SSISTANT CUTED OF SECTION 301 2007 CHARTE City Manager "Lessor"

This Third Amendment to Lease No. 25092 is approved as to form on 2007.

E. SHANNON, City Attorney ROBE By < Deputy

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