OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 33 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

SECOND AMENDMENT TO SUBLEASE NO. 31704

as of <u>Telopungy</u> 21, 2012, for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting on April 24, 2007 by and between the CITY OF LONG BEACH, a municipal corporation ("Sublessor"), and UNITED STATES VETERANS INITIATIVE, located at 2001 River Avenue, Long Beach, California 90810 ("Sublessee").

WHEREAS, Sublessor entered a lease with Fujita Investors of California, dated May 7, 1997 (City Contract No. 25165), for premises commonly known as 3447 Atlantic Avenue, Long Beach, California ("Premises"), and

WHEREAS, pursuant to paragraph 57 of the Addendum to the Lease, Sublessor has the right to sublease all or any portion of the Premises with the written consent of the Lease and Sublessor has obtained such consent; and

WHEREAS, on May 1, 2010, Sublessor leased One Hundred-Twelve (112) square feet of office space to Sublessee and thereafter the parties executed the First Amendment to increase the square footage to Two Hundred Twenty-Four (224) square feet; and

WHEREAS, now the parties desire to increase the square footage leased to Three Hundred Thirty-Six (336) square feet;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties agree as follows:

- 1. Section 1 of Sublease No. 31704 is deleted in its entirety and amended to read as follows:
- "1. <u>PREMISES</u>. The Sublessor hereby subleases to the Sublessee and the Sublessee hereby hires from the Sublessor those certain premises with appurtenances situated in the City of Long Beach, County of Los Angeles, California, and more particularly described as follows: Approximately Three Hundred Thirty-Six (336)

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square feet of leased office space located at 3447 Atlantic Avenue, 3rd Floor, as shown on Exhibit "B" attached to the Sublease. Sublessor makes no warranties about the nature or condition of the Premises. Sublessee hereby waives any and all claims or causes of action for damages or performance against Sublessor for failure of the Premises to conform with Exhibit "B". Sublessee agrees that its only remedy against Sublessor for failure of the Premises to conform with Exhibit "B" is to quit the Premises."

- 2. Section 3 of Sublease No. 31704 is deleted in its entirety and amended to read as follows:
- "3. RENT. Sublessee shall pay to Sublessor as rent, in advance, each month, without deduction, offset, notice, or demand, the total of One Thousand Twenty-One Dollars (\$1,021.00)."
- 3. Except as set forth in this Second Amendment to Sublease No. 31704, all terms and conditions of the Sublease are ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement		
to be duly executed with all the formalities required by law on the respective dates set		
forth opposite their signatures.		
		UNITED STATES VETERANS INITIATIVE
1/27/12 ,2	2012	By Gry Manl Title Site Dinata
		"Sublessee"
		CITY OF LONG BEACH, a municipal corporation
2.21	2012	By Assistant City Manager City Managexecuted pursuant TO SECTION 301 OF THE CITY CHARTER.
This Second Amendment to Sublease No. 31704 is approved as to form on, 2012.		
		ROBERT E. SHANNON, City Attorney
		By Meputy Mileson
		v

CAREER TRANSITION CENTER 3rd Floor (Cubicle/Office/Space Layout)

