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SECOND AMENDMENT TO OFFICE LEASE NO. 25822

25822

THIS SECOND AMENDMENT TO OFFICE LEASE NO. 25822 ("Second Amendment") is entered into, in duplicate, effective as of November 11, 2008, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 11, 2008, between JIMMY BLAIR and BECKY BLAIR, husband and wife in joint tenancy, as successors by assignment to TOPDANMARK (CALIFORNIA) INC., a California corporation ("Landlord") and the CITY OF LONG BEACH, a municipal corporation ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Office Lease No. 25822 ("Lease") dated May 19, 1998, pertaining to the Premises commonly known as 333 West Broadway, Suites 100 and 302, Long Beach, California; and

WHEREAS, Landlord and Tenant hereby agree to amend Office Lease No. 25822 to consolidate Tenant's use to Suite 100 solely and extend the term as defined below;

NOW, THEREFORE, the parties hereto agree as follows:

1. Premises: The Premises consisting of Suite 100 with approximately 4,450 usable square feet.
2. Term: The term for the Premises shall be extended for five (5) years commencing on November 15, 2008 and ending November 14, 2013.
3. Base Rent: The Base Rent shall be on a modified gross basis according to the following schedule:

Months 1 -30:	\$1.66 per usable square foot per month.
Months 31-60:	\$1.74 per usable square foot per month.
4. Tenant Improvements: Tenant shall receive a remodeling allowance ("Remodeling Allowance") of Three Dollars and Fifty Cents (\$3.50) per usable square foot that may be used at Tenant's discretion toward nonstructural improvement to the

1 Premises such as for remodeling the receptionist area and enhancing office security.
2 Tenant shall notify Landlord when it intends to perform remodeling to the Premises and
3 after completion of such remodeling submit invoices to Landlord for payment. The
4 improvements shall be paid at the prevailing wage rate described below in Section 8.
5 Any unused amount of the Remodeling Allowance shall carry forward toward future
6 improvements to the Premises. Any costs that exceed the Remodeling Allowance shall
7 be paid by Tenant. Tenant may choose to engage the services of Heery International to
8 develop a scope of work, prepare construction documents (if required), color and material
9 development, contractor bidding and to oversee the improvements through completion.
10 The agreed upon space plans and scope of work shall be bid by up to three (3) licensed
11 general contractors mutually approved by Landlord and Tenant. Landlord shall enter into
12 the contract to secure the general contractor. The agreed upon work shall be completed
13 in a timely manner.

14 5. Option To Renew: Provided Tenant is not in default of the Lease,
15 Landlord shall grant Tenant the Option to Renew the Lease for one (1) period of five (5)
16 years as follows:

17 The monthly Base Rent for the option shall be per the following schedule:

18 Months 1-30: \$1.83 per usable square foot per month.

19 Months 31-60: \$1.92 per usable square foot per month.

20 In the event Tenant exercises this Option to Renew, Landlord shall contribute Four
21 Dollars (\$4.00) per usable square foot to Tenant and a remodeling allowance. Any costs
22 that exceed such remodeling allowance shall be paid by the Tenant. All other terms of
23 the Lease shall remain the same.

24 6. Real Estate Brokers & Commissions: Landlord and Tenant
25 acknowledge and agree that Cushman & Wakefield of California, Inc., represents Tenant
26 in this transaction. Landlord shall pay Cushman & Wakefield of California, Inc., a
27 commission of 1.65%. The commission shall be payable upon the full execution of the
28 Lease agreement.

1 7. Parking: Tenant shall be entitled to twelve (12) parking stalls free of
2 charge during the extension periods.

3 8. California Labor Code Compliance: Landlord shall comply with the
4 California Labor Code Section 1720 regarding the payment of prevailing wages for the
5 improvements described herein.

6 9. Miscellaneous:

7 A. Except as modified herein, the Lease is ratified and confirmed
8 and will remain in full force and effect as originally written. All capitalized, defined
9 terms used in this Second Amendment that are not otherwise defined herein will
10 have the meanings most recently given to them in the Lease.

11 B. Each person signing this Second Amendment on behalf of
12 each party warrants and represents that he/she has full right and authority to enter
13 into this Second Amendment and is executing this Second Amendment on behalf
14 of said party and is authorized to do so and that such execution is binding on
15 them.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

LANDLORD:
JIMMY AND BECKY BLAIR, husband and wife in joint tenancy

TENANT:
CITY OF LONG BEACH, a municipal corporation

By: *Jimmy Blair*
Date: 1-7-09

By: *Stefan West*
City Manager

By: *Becky Blair*
Date: 1-7-09

This Second Amendment to Office Lease No. 25822 is approved as to form this 7th day of January 2009

ROBERT E. SHANNON, City Attorney
By: *Andy Anderson*
Deputy

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