OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 111 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4664

SECOND AMENDMENT TO LEASE NO. 29143

WHEREAS, Lessor is the owner of certain real property in the City of Long Beach, County of Los Angeles, State of California, which Lessor leases to Lessee on the terms, covenants, and conditions stated in that certain Lease (Contract No. 29143) dated as of June 1, 2005 (as amended, the "Lease"); and

WHEREAS, now the parties desire to amend the lease to, among other things, extend the term and adjust the rent;

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

- 1. <u>Term.</u> The term of the Lease shall be extended to December 31, 2020, on which date the Lease shall immediately expire and be of no further force or effect. Lessee shall have no right to extend the Lease and no right to holdover. Lessee acknowledges and agrees that it has received a valid notice of termination of the Lease from Lessor and Lessee currently occupies the Premises in holdover status. This Amendment is being executed as an accommodation by Lessor in an effort to assist Lessee find replacement premises.
- 2. Rent. Beginning on February 1, 2020 and continuing thereafter through the term of the Lease, monthly rent shall equal Five Hundred Dollars (\$500) and Lessee shall have no further obligations to provide guided tours, souvenirs and/or classes. Notwithstanding the foregoing, if Lessee has not provided Lessor evidence of a

fully-executed lease by and between Lessee and a third-party landlord for replacement premises on or before September 30, 2020, then beginning on October 1, 2020 and continuing throughout the remainder of the term of the Lease, monthly rent shall increase to Two Thousand Five Hundred Dollars (\$2,500).

3. Attorneys Fees. In the event Lessee has not completely vacated the Premises on or before the expiration of the term of the Lease and Lessor thereafter brings an unlawful detainer action against Lessee with respect to the Premises, Lessee agrees that Lessor may seek recovery of its reasonable attorneys' fees in pursuing such unlawful detainer action, in addition to all other remedies and damages lawfully available to Lessor in connection therewith.

IN WITNESS WHEREOF, the parties have caused this document to be executed with all formalities required by law as of the date first stated above.

| 3/19/ ,2020 | corporation, dba Malibu Ceramic Works By Roll Marie |
|---------------------------------------|---|
| , 2020 | President PAREIS |
| 3/19/ | By Secretary |
| , , , , , , , , , , , , , , , , , , , | ROBERT HARRIS Type or Print Name |
| | "Lessor" |
| May 12, 2020 | CITY OF LONG BEACH, a municipal corporation By Relyelca A. James |
| | EXECUTED PORSUANT "City" TO SECTION 301 OF THE CITY CHARTER |

This Second Amendment to Lease No. 29143 is approved as to form on

2020.

CHARLES PARKIN, City Attorney

CAL ART DESIGN CORP., a California

OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4684

