OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4664

SECOND AMENDMENT TO SUBLEASE NO. 35339

THIS SECOND AMENDMENT TO SUBLEASE NO. 35339 is made and entered, in duplicate, as of August 31, 2021, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 5, 2021, by and between LINC-PALACE HOTEL APARTMENTS HOUSING INVESTORS, L.P., a California limited partnership ("Landlord"), and the CITY OF LONG BEACH, a municipal corporation ("Tenant").

WHEREAS, Landlord and Tenant (the "Parties") previously entered into (i) Sublease No. 35339 dated August 13, 2019 (as amended, the "Lease") and (ii) a First Amendment to Sublease No. 35339 dated August 31, 2020, covering certain premises more particularly described in the Lease; and

WHEREAS, the Parties now desire to amend certain provisions of the Lease:

NOW, THEREFORE, Landlord and Tenant mutually agree as follows:

- 1. This Amendment shall be effective as of the date on which this Amendment is executed by both parties (the "Effective Date").
- 2. The current expiration date of the Lease shall be extended from August 31, 2021 to August 31, 2022 ("Extension Term") so that the Lease shall terminate at 11:59p.m. on August 31, 2022, unless sooner terminated in accordance with the terms thereof. Tenant shall have one (1) option to extend the term of the Lease for one (1) additional year on the same terms and conditions applicable to the Extension Term, upon written notice to the Landlord prior to the expiration of the Extension Term.
- 3. Section 4 of the Lease is amended so that, in addition to the use rights provided to Landlord therein, Landlord shall also have the right to use the Premises on an ad hoc basis for resident-related services or events; provided that Tenant shall receive at least 14 days' advance notice of such use and such use shall be subject to the reasonable approval of Tenant.

		4.	S	ection 7	of the	Lease	is am	nended	so th	at ra	ther	than mon	thly (utility
paym	ents, T	enar	nt sha	ill make	a one	-time pa	aymer	nt of \$6	600 to	Land	llord	for annua	al util	ities,
such	payme	ent f	o be	made	withir	thirty	(30)	days	after	the	full	executio	n of	this
Amer	dment.	Te	nant	shall m	nake ai	n additi	onal p	payme	nt of S	600	if Te	enant exe	rcise	s its
exten	sion op	tion	desci	ribed in	Sectio	n 2.								

5. All terms, covenants, and conditions of the Lease and amendments thereto, except as amended herein, shall remain unchanged and in full force and effect.

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

October 10 , 202	LINC-PALACE HOTEL APARTMENTS HOUSING INVESTORS, L.P., a California limited partnership By Name Jim Aliberti Title Senior Vice President
	"Landlord"
	CITY OF LONG BEACH, a municipal corporation
October 22, 202	
	City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
This Second Amendm	ent to Lease No. 35339 is approved as to form or
(3.19, 2021.	
	CHARLES PARKIN, City Attorney