

1 Thousand Eight Hundred Eighty-Two Dollars (\$16,882). Commencing on October 1,
2 2017, and continuing through the end of the Extension Term, monthly Base Rent payable
3 under Section 1.6 of the Lease shall be Eighteen Thousand One Hundred Forty-Eight
4 Dollars (\$18,148). If Lessee exercises the Extension Option, then commencing on April
5 1, 2020 and continuing through September 30, 2022, monthly Base Rent payable under
6 Section 1.6 of the Lease shall be Nineteen Thousand Four Hundred Eighteen Dollars
7 (\$19,418). Commencing on October 1, 2022, and continuing through the end of the
8 Extension Option term, monthly Base Rent payable under Section 1.6 of the Lease shall
9 be Twenty Thousand Seven Hundred Seventy-Eight Dollars (\$20,778).

10 4. Lessor shall provide to Lessee a Tenant Allowance equal to Sixty-
11 Nine Thousand Six Hundred Fifty Dollars (\$69,650) (the "Tenant Allowance") to be used
12 at Lessee's discretion for improvements to the Premises. The Tenant Allowance is in
13 addition to (and not inclusive of) \$15,000 which remains from the tenant improvement
14 allowance established by the First Amendment ("Remaining First Amendment
15 Allowance"). Lessee shall prepare, or cause to be prepared, a work plan outlining the
16 specific improvements to be completed to the Premises (the "Tenant Improvements").
17 Lessee shall provide said work plan to Lessor thirty (30) days prior to Lessor's obligation
18 to take any steps necessary to effectuate the Tenant Improvements. Lessee and Lessor
19 shall jointly seek and receive at least three (3) bids from licensed general contractors
20 mutually approved by Lessor and Lessee. Lessor shall enter into a contract with the
21 contractor approved by Lessee and Lessor. Lessor shall be responsible for payment of
22 all costs and expenses necessary to complete the Tenant Improvements in a timely
23 manner, including fees payable to a design plan consultant, if any, provided that Lessor
24 shall not be obligated to incur any costs associated with the Tenant Improvements in
25 excess of the Tenant Allowance, Remaining First Amendment Allowance and Additional
26 Allowance as further described in Section 5. Lessee, at Lessee's cost and expense, shall
27 remove all personal effects from work areas and telecommunications and computer
28 systems to allow Lessor and its contractor to complete the Tenant Improvements. When

1 possible, Lessor and its contractor shall perform work after Lessee's normal business
2 hours and otherwise in a manner designed to minimize disruption to Lessee's operations.
3 Lessor shall not be required to expend any funds pursuant to this Section 4 until April 1,
4 2015.

5 5. In addition to the Tenant Allowance, at Lessee's request, Lessor will
6 provide up to Sixty Thousand Dollars (\$60,000) (as actually expended, the "Additional
7 Allowance") as an additional allowance towards the completion of the Tenant
8 Improvements, which shall be expended by Lessor concurrently with the Tenant
9 Allowance and the Remaining First Amendment Allowance. The Additional Allowance
10 shall be amortized over the Extension Term at six percent (6%) interest and paid monthly
11 by Lessee to Lessor in addition to Base Rent. The unpaid principal amount of the
12 Additional Allowance may be pre-paid at any time by Lessee without penalty. Upon
13 completion of the Tenant Improvements, Lessor and Lessee shall execute an
14 amendment to the Lease which establishes the Additional Allowance expended by
15 Lessor and the monthly payment schedule over the remaining Term of the Lease.

16 6. If applicable or otherwise required to satisfy current building code
17 requirements, Lessor shall, at Lessor's sole cost and expense and subject to the
18 conditions of this Section, complete improvements to the Building related to (i) hazardous
19 material removal, (ii) seismic bracing and retrofit, (iii) general building systems, including
20 fire alarms, emergency lighting, HVAC, electrical and plumbing, and (iv) ADA compliance,
21 including paths of travel and restrooms (collectively, "Lessor's Additional Work"). Lessee
22 shall prepare, or cause to be prepared, a scope of work detailing Lessor's Additional
23 Work as proposed by Lessee and shall deliver such scope of work to Lessor at any time
24 after March 31, 2015. Within thirty (30) days of Lessor's receipt of such scope of work,
25 Lessor shall, by written notice to Lessee, (i) accept such proposed scope of work, or (ii)
26 propose a modified scope of work for the Lessor's Additional Work. If Lessor accepts
27 Lessee's proposed scope of work or if Lessee accepts Lessor's modified scope of work,
28 Lessor shall promptly proceed with such work and cause it to be completed in a timely

1 fashion in accordance with the approved scope of work. If Lessee does not accept
2 Lessor's proposed modified scope of work, then within thirty (30) days Lessor shall either
3 (i) accept Lessee's original proposed scope of work, or (ii) send notice to Lessee that
4 Lessor does not intend to complete any of the Lessor's Additional Work. If Lessee
5 receives written notice that Lessor does not intend to complete Lessor's Additional Work
6 ("Lessor Refusal Notice"), then Lessee shall have the right to terminate the Lease by
7 written notice to Lessor ("Additional Work Termination Notice") within one hundred twenty
8 (120) days after receiving Lessor's Refusal Notice. If Lessee terminates the Lease, then
9 (i) the termination shall be effective on the date which is one hundred eighty (180) days
10 after the date of the Additional Work Termination Notice, and (ii) within ninety (90) days
11 following the date of the Additional Work Termination Notice, Lessee shall pay to Lessor
12 an amount equal to Lessor's unamortized costs as of the effective date of termination,
13 actually expended or incurred by Lessor in connection with (x) brokers' commissions
14 regarding this Amendment, (y) the Tenant Allowance, and (z) the Additional Allowance, if
15 any. The amortization period shall be sixty (60) months on a straight-line basis. As of
16 the Effective Date, Lessee has no actual knowledge of any pre-existing conditions or
17 requirements relating to this Section 6. This Section supersedes in its entirety Section 6
18 of the First Amendment.

19 7. This Section is meant to supplement Section 7 of the Lease, but to
20 the extent this Section 7 conflicts with the Lease or the First Amendment, then this
21 Section 7 shall control. Lessee, at Lessee's cost, shall pay for all utilities including its
22 own electricity, gas and water services, which are separately metered. In addition,
23 Lessee shall pay the costs associated with janitorial services, including supplies, to the
24 Premises and trash disposal. Lessee shall be responsible and pay for common day-to-
25 day maintenance of the Building including, but not limited to, keeping the roof clean of
26 debris, maintaining a typical "commercial" type service agreement for the air-conditioning
27 and heating units, maintaining and cleaning the floors throughout the Building including
28 carpets and floor tiles, touch-up painting as needed in the interior, changing light bulbs

1 and maintenance of fixtures and faucets in the restrooms and kitchen. Lessor shall pay
2 for property taxes and property insurance as well as any major improvements or repairs
3 needed such as replacing or repairing the roof, plumbing and electrical systems, exterior
4 walls, air-conditioning and heating units and parking lot asphalt, slurry coating and
5 striping.

6 8. All Tenant Improvements undertaken by Lessor or Lessee in
7 connection with the Lease or this Amendment shall be performed in compliance with
8 California Labor Code Section 1720 regarding the payment of prevailing wages.

9 9. Lessee currently satisfies its operational parking needs by leasing
10 parking in a lot located at 434 E. 4th Street (the "Parking Lot"). Should Lessee lose its
11 rights to use the Parking Lot for any reason and Lessee determines that it is unable to
12 satisfy its operational parking needs, Lessee shall provide written notice of such fact to
13 Lessor (the "Replacement Parking Notice"). Promptly after receipt of the Replacement
14 Parking Notice, Lessor and Lessee shall use their best efforts to locate replacement
15 parking which would satisfy Lessee's operational parking needs. If after one hundred
16 twenty (120) days of Lessor's receipt of the Replacement Parking Notice no suitable
17 replacement parking has been secured, then Lessee may terminate the Lease by
18 delivering written notice to Lessor ("Parking Termination Notice"). If Lessee elects to
19 terminate the Lease pursuant to this Section, then (i) the termination shall be effective the
20 date which is one hundred eighty (180) days after the date of the Parking Termination
21 Notice, and (ii) within ninety (90) days following the date of the Parking Termination
22 Notice, Lessee shall pay to Lessor an amount equal to Lessor's unamortized costs as of
23 the effective date of termination, actually expended or incurred by Lessor in connection
24 with (x) brokers' commissions regarding this Amendment, (y) the Tenant Allowance, and
25 (z) the Additional Allowance, if any. The amortization period shall be sixty (60) months
26 on a straight-line basis.

27 10. The parties acknowledge that Lessee intends to construct a new City
28 Hall / Civic Center ("City Hall"). If the City of Long Beach approves the construction of a

1 new City Hall and the relocation of the Housing Authority to the new City Hall, Lessee
2 may terminate this Lease by delivering written notice to Lessor ("City Hall Termination
3 Notice"). If Lessee terminates the Lease, then (i) the termination shall be effective the
4 date which is one hundred eighty (180) days after the date of the City Hall Termination
5 Notice, but in no event prior to April 1, 2018, and (ii) within ninety (90) days following the
6 date of the City Hall Termination Notice, Lessee shall pay to Lessor an amount equal to
7 Lessor's unamortized costs as of the effective date of termination, actually expended or
8 incurred by Lessor in connection with (x) brokers' commissions regarding this
9 Amendment, (y) the Tenant Allowance, and (z) the Additional Allowance, if any. The
10 amortization period shall be sixty (60) months on a straight-line basis. In addition to the
11 reimbursement of the Lessor's unamortized costs in this Section, Lessee shall also pay
12 Lessor the unamortized portion of a termination amount of up to \$108,888.00 ("Additional
13 Termination Fee") which Additional Termination Fee shall be amortized over the
14 remaining twenty-four (24) months of the Extension Term on a straight-line basis. The
15 Additional Termination Fee shall be paid along with the payment of the unamortized costs
16 in this Section 10. After receipt of the City Hall Termination Notice, Lessor shall have the
17 right to market and advertise the Premises and Lessee shall reasonably cooperate with
18 Lessor and its agents to show prospective tenants and/or buyers the Premises.

19 11. Lessor agrees, subject to applicable laws, rules and regulations, that
20 no person shall be subject to discrimination in the performance of this Agreement on the
21 basis of race, color, religion, national origin, gender, sexual orientation, gender identity,
22 AIDS, HIV status, age, disability, handicap, or veteran status. Lessor shall take
23 affirmative action to ensure that applicants are employed and that employees are treated
24 during employment without regard to any of these bases, including but not limited to
25 employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff,
26 termination, rates of pay or other forms of compensation, and selection for training,
27 including apprenticeship.

28 12.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 13. Cushman and Wakefield of California, Inc. ("Broker"), only
2 represents Lessee in the transaction evidenced by this Amendment. Lessor shall pay
3 Broker a commission of three percent (3%) of the total value of the Lease during the five-
4 year Extension Term ("Commission"). The Commission shall be payable fifty percent
5 (50%) upon full execution of this Amendment and fifty percent (50%) upon April 1, 2015.
6 Broker shall not be entitled to a commission on the Additional Allowance amount as
7 specified in Section 5. In the event Lessee exercises its Extension Option and Broker is
8 acknowledged as Lessee's broker at the time of exercise, Lessor shall pay to Broker a
9 fee in the amount of three percent (3%) of the value of the Lease during the Extension
10 Option term.

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

13 IN WITNESS WHEREOF, the parties hereto have executed this
14 Amendment.

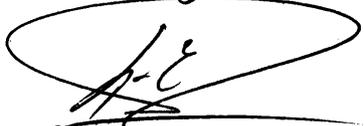
"Lessee"

HOUSING AUTHORITY OF THE CITY OF LONG
BEACH, a public agency

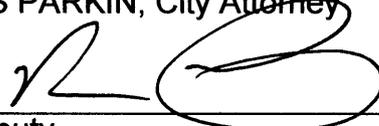
Assistant City Manager

By: 
Name: Patrick H. West
Title: City Manager EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"Lessor"

 11/6/14
ABBASS TOUSI
 11,6,14
SHOHREH TOUSI

25 Approved as to form this 21 day of January, 2014⁵

26 CHARLES PARKIN, City Attorney
27 By: 
28 Deputy