

1 form before renting equipment. Lessee shall store paddleboats and any other rental
2 equipment offsite when not in use. The City reserves the right to expand the presence of
3 these services at two (2) locations currently under development. Leased premises are
4 defined on Exhibit "A". Exhibit "A" is by this reference made a part hereof."

5 2. Section 4 of the Lease is amended in its entirety to read as follows:

6 "4. TERM. The initial term of this Lease shall commence at 12:01 a.m.
7 on January 1, 2010 and shall terminate at midnight on December 31, 2015 (year (1) through
8 year (6)). The first extended term of this Lease shall be for an additional period of two (2)
9 years from January 1, 2016 to midnight on December 31, 2017 (year (7) through year (8)).
10 The second extended term of this Lease shall be for an additional period of two (2) years
11 from January 1, 2018 to midnight on December 31, 2019 (year (9) through year (10)). City's
12 City Manager shall have discretion for renewing this Lease for one (1) additional,
13 subsequent period of five (5) years, upon mutual consent of the parties. Upon termination
14 of this Lease (whether by lapse of time or otherwise), Lessee shall quit and surrender
15 possession of the Premises and remove its personal property therefrom.

16 Either party shall have the right to terminate this Lease for any reason or no
17 reason at any time by giving sixty (60) calendar days prior written notice to the other party.
18 In the event of termination under this Section, Lessee shall pay compensation as described
19 in Section 5 on prorated basis *incurred up to the effective date of termination for which City*
20 *has not been previously paid."*

21 3. Except as expressly amended herein, all terms and conditions in
22 Lease No. 31767 are ratified and confirmed and shall remain in full force and effect.

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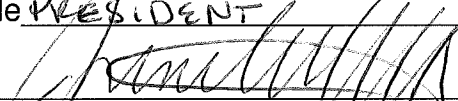
1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated herein.

3 BEACH VENTURES ENTERPRISES,
4 INC., a California corporation

5 FEBRUARY 1, 2017

By 
Name MICHELLE KHAMMAR
6 Title PRESIDENT

7 FEBRUARY 1, 2017

By 
Name JEWEL ORTLOFF
8 Title VICE PRESIDENT /
9 SECRETARY

10 "Tenant"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 2/8, 2017

By 
14 City Manager

15 "City"

16 This Second Amendment to Lease No. 31767 is approved as to form on

17 2/22, 2017. 8

18 CHARLES PARKIN, City Attorney

19 By 
20 Deputy

21 OFFICE OF THE CITY ATTORNEY
22 CHARLES PARKIN, City Attorney
23 333 West Ocean Boulevard, 11th Floor
24 Lona Beach, CA 90802-4664