

**SECOND AMENDMENT TO LEASE NO. 29995**

**29995**

THIS SECOND AMENDMENT TO LEASE NO. 29995, is made and entered into this 1st day of June, 2016 (the “**Effective Date**”), pursuant to a minute order of the City Council of the City of Long Beach at its meeting on April 19, 2016, by and between **Long Beach Center, LLC**, a Delaware limited liability company (“**Landlord**”), and **City of Long Beach**, a municipal corporation (“**Tenant**”).

**WITNESSETH:**

WHEREAS, Landlord’s predecessors-in-interest and Tenant entered into that certain lease dated March 21, 2007 (as amended, the “**Lease**”), wherein Landlord leased to Tenant Space No. J-115 in City Place Long Beach Shopping Center with the address of 540 Pine Avenue, California; and

WHEREAS, Landlord’s predecessors-in-interest and Tenant entered into that certain First Amendment to Lease dated July 1, 2012 (the “**First Amendment**”), wherein Landlord relocated Tenant to space at No. A-100 with the address of 295 E. 3<sup>rd</sup> Street, Long Beach, CA 90802 (the “**Existing Premises**”); and

WHEREAS, Landlord desires to relocate Tenant to 420 Pine Avenue, Suite No. P-100, Long Beach, CA 90802, containing approximately 1,908 square feet of space (the “**New Premises**”); and

WHEREAS, the Term expires June 30, 2017 and Landlord and Tenant desire to extend the Term of the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to reflect the move in Premises and extended Term as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Lease is hereby amended as follows:

1. The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Second Amendment to Lease shall have the same meanings as those ascribed to them in the Lease unless the context clearly requires otherwise. In the event that the terms of this Second Amendment to Lease conflict with the terms of the Lease, the terms of this Second Amendment to Lease shall control.
2. Article I.A.2 of the Lease entitled “**Premises**” shall be amended to replace the Existing Premises with the “**New Premises**”, which shall be the sole Premises under the Lease.
3. Exhibit B of the Lease shall be deleted and replaced with Exhibit B attached hereto.
4. The term of the Lease shall expire on June 30, 2020. (Article I.A.5)
5. The “**Rent Commencement Date**” for the New Premises shall be June 1, 2016.
6. Schedule A of the Lease entitled “**Rent Schedule**” shall be replaced with Schedule A “**Rent Schedule for the New Premises**” attached hereto. The Schedule A attached hereto shall remain a part of the Lease.

7. The "Broker(s)" shall be none for Landlord, and none for Tenant . (Article I.A.21)
8. The "Tenant Improvement Allowance" for the New Premises shall be NONE. (Article I.A.22)
9. Article III.B of the Lease entitled "Tenant's Right to Terminate" shall be amended and restated to read:

"B. Commencing on the first anniversary of the Rent Commencement Date for the New Premises and continuing thereafter, Tenant shall have the ongoing right to terminate this Lease by providing one hundred eighty (180) day advance written notice to Landlord. Both Landlord and Tenant shall perform all obligations under the Lease to the agreed termination date or later for those obligations which survive termination of the Lease."
10. Landlord shall pay for Tenant's reasonable moving costs from the Existing Premises to the New Premises including expenses for moving Tenant's furniture and possessions and Tenant's sign to the New Premises.
11. Article XXIII.S of the Lease is hereby deleted in its entirety, and Landlord shall have no further rights to relocate Tenant or the Premises without Tenant's consent.
12. Except as hereinabove set forth, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

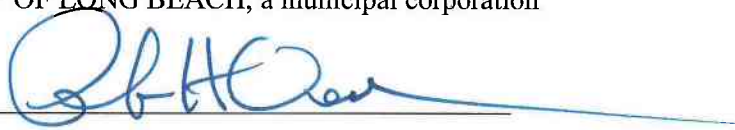
LANDLORD:

LONG BEACH CENTER, LLC  
a Delaware limited liability company

By:   
Farshad Shooshani, Manager

TENANT:

CITY OF LONG BEACH, a municipal corporation

By:   
Patrick H. West  
(Print Name)

Its: City Manager

APPROVED AS TO FORM  
9/26/16  
CHARLES PERKIN  
By:   
ANTHONY  
DEPUTY CITY ATTORNEY

**SCHEDULE A**

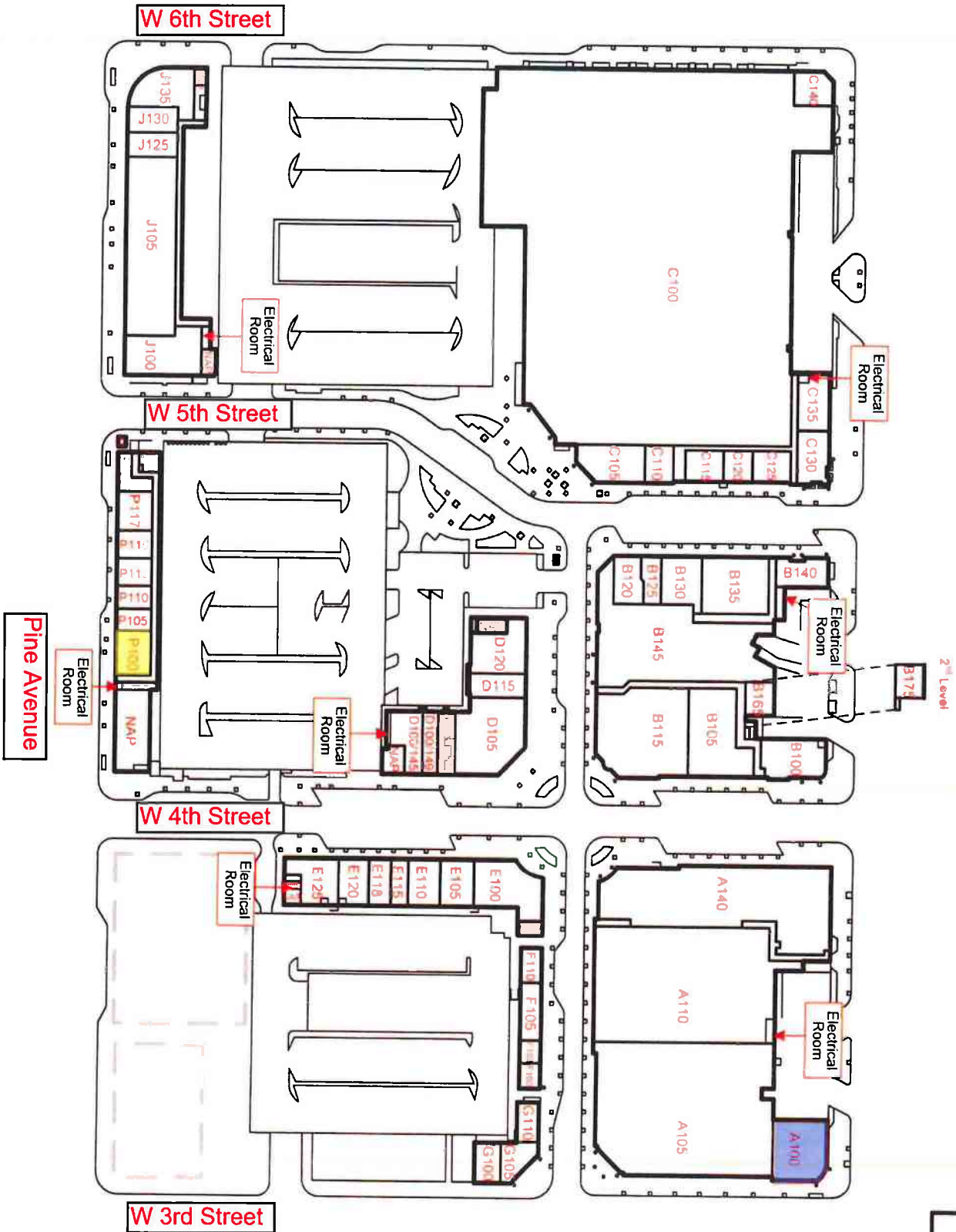
**RENT SCHEDULE**

**NEW PREMISES P-100**

420 Pine Avenue, Long Beach, CA 90802

<b>Period Beginning</b>	<b>Total Monthly Minimum Rent</b>	<b>Total Annual Minimum Rent</b>
July 1, 2016	\$4,007.00	\$48,084.00
July 1, 2017	\$4,127.21	\$49,526.52
July 1, 2018	\$4,251.03	\$51,012.36
July 1, 2019	\$4,378.56	\$52,542.72
July 1, 2020	\$4,509.91	\$54,118.92

# Exhibit B - Premises



City Place SC

Blank

Existing Premises

New Premises



Plans produced by:  
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