

OFFICE OF THE CITY ATTORNEY
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SECOND AMENDMENT TO LEASE NO. 29346

29346

THIS SECOND AMENDMENT TO LEASE NO. 29346 is made and entered, in duplicate, as of September 25, 2020, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 8, 2020, by and between LONG BEACH CENTER, LLC, a Delaware limited liability company, ("Landlord"), and the CITY OF LONG BEACH, a municipal corporation ("Tenant").

WHEREAS, Landlord's predecessors-in-interest and Tenant (the "Parties") previously entered into Lease No. 29346 dated October 20, 2005 (the "Lease"), covering certain premises more particularly described in the Lease; and

WHEREAS, the Parties entered into a First Amendment to the Lease to amend certain provisions of the Lease; and

WHEREAS, the Parties now desire to further 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 September 30, 2020 to September 30, 2022 ("Extension Term") so that the Lease shall terminate at midnight on September 30, 2022, unless sooner terminated in accordance with the terms thereof. The parties may thereafter mutually agree in writing to continue the term on a month-to-month basis.
3. Section 3 of the Lease is amended so that Tenant shall pay to Landlord a rental payment of Seven Hundred Eighty-Two and 87/100 Dollars (\$782.87) per month, thereafter subject to annual increase as provided in the Lease. Rent due under Section 3 of the Lease and utility payments due under Section 8 of the Lease shall both be abated for the second through tenth months of the Extension Term (9 total months of rent and utility payment abatement). In consideration of such abatement, Tenant shall pay for



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1 certain improvements to the Premises, which will include changes to flooring, painting, and
2 other minor improvements.

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

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

8 August 26, 2020 LONG BEACH CENTER, LLC, a Delaware
9 limited liability company
10 By [Signature]
11 Name Farshad Tony Shooshani
12 Title Managing Member

13 "Landlord"

14 CITY OF LONG BEACH, a municipal
15 corporation
16 September 25, 2020 By [Signature]
17 City Manager

18 "Tenant"

19 This Second Amendment to Lease No. 29346 is approved as to form on
20 September 15, 2020.

21 CHARLES PARKIN, City Attorney
22 By [Signature]
23 Deputy
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