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

THIRD AMENDMENT TO LEASE NO. 26572

26572

THIS THIRD AMENDMENT TO LEASE NO. 26572 ("Amendment") is made and entered as of JANUARY 21, 2015, in duplicate, between CRAIG A. MACPHERSON AND STUART S. MACPHERSON, individuals (collectively, "Landlord"), and THE HOUSING AUTHORITY OF THE CITY OF LONG BEACH, a public agency ("Tenant"), pursuant to a minute order adopted by the Housing Authority Board of Commissioners at its meeting on JANUARY 20, 2015.

WHEREAS, Landlord and Tenant previously entered into (i) a Lease dated August 10, 1999, (ii) a First Amendment to Lease dated January 1, 2001, (iii) a Letter Agreement dated April 10, 2002, and (iv) a Second Amendment to Lease dated December 15, 2009 (collectively, the "Lease"), and all capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease; and

WHEREAS, Landlord and Tenant now desire to amend the Lease to, among other things, extend the term 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.

2. The term of the Lease is hereby extended for a period of five (5) years, beginning April 1, 2015 and ending March 31, 2020 (the "Extension Term").

3. Tenant shall pay to Landlord annual rent for the 12 spaces available on the Property as follows: Nine Thousand Two Hundred Sixteen Dollars ($9,216) for the first year of the Extension Term; Nine Thousand Six Hundred Seventy-Seven Dollars ($9,677) for the second year of the Extension Term; Ten Thousand One Hundred Sixty-One Dollars ($10,161) for the third year of the Extension Term; Ten Thousand Six Hundred Sixty-Nine Dollars ($10,669) for the fourth year of the Extension Term; and Eleven Thousand Two Hundred Two Dollars ($11,202) for the fifth year of the Extension Term. The Rent shall be paid annually on or before February 1 of each calendar year.

4. Section 5 of the Lease is deleted in its entirety and replaced with the following:

"Landlord, at Landlord's sole expense, shall keep the Property and all improvements thereon in a neat, safe, and sanitary condition and in compliance with all applicable laws. Tenant shall keep the property free of trash, garbage and litter during its rental period of Monday through Friday from 7:00 a.m. to 6:30 p.m."

5. Landlord and Tenant shall have the right to terminate the Lease with one hundred eighty (180) days prior written notice to the other party. In the event the Lease terminates pursuant this Section, any prepaid rent to Landlord shall be reimbursed to Tenant within thirty (30) days following the termination date.

6. 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 hereto have executed this Amendment.

"Tenant"

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

Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

By: _____
Name: Patrick H. West
Title: City Manager

"Landlord"

_____
STUART S. MACPHERSON

_____
CRAIG A. MACPHERSON

Approved as to form this 21 day of January, 2015.

CHARLES PARKIN, City Attorney

By: _____
Deputy

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