

THIRD AMENDMENT TO LEASE NO. 29995

29995

THIS THIRD AMENDMENT TO LEASE NO. 29995, is made and entered into this _____ day of July 1, 2020 (the "Effective Date"), pursuant to a minute order of the City Council of the City of Long Beach at its meeting on August 18, 2020, 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 certain space in City Place Long Beach Shopping Center with the address of 295 E. 3rd Street, Long Beach, 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") and Landlord and Tenant entered into that certain Second Amendment to Lease dated June 1, 2016 (the "Second Amendment"); and

WHEREAS, the Term expires June 30, 2020 and Landlord and Tenant desire to extend the Term of the Lease and to provide the Tenant an Option to Extend the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to reflect the changes 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 Third 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 Third Amendment to Lease conflict with the terms of the Lease, the terms of this Third Amendment to Lease shall control.

2. Article I.A.5 of the Lease entitled "Term" shall be amended such that the term of the Lease shall expire on December 31, 2020.

3. Option to Renew. Provided Tenant is not in default under any of the terms and provisions herein contained and is in occupancy and conducting business from the Premises, Landlord hereby grants to Tenant the Option to Renew this Lease for three (3) months. Any such Renewal Term shall be upon all the then current terms and conditions. The foregoing Option to Renew shall be exercised by written notice to Landlord given not later than December 1, 2020. The Option to Renew may not be assigned or transferred by Tenant and shall terminate on any assignment or sublease by Tenant that occurs prior to the date of Tenant's exercise of the Option to Renew, or, at Landlord's option, that occurs prior to the commencement of the Renewal Term.

4. Rent. Monthly rent throughout the Term as extended by this Third Amendment and during the three-month extension, if applicable, shall be \$4,378.56.




5. The "Broker(s)" shall be none for Landlord, and none for Tenant. (Article I.A.21)

6. 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 Tony Shooshani, Managing Member

TENANT:

CITY OF LONG BEACH, a municipal corporation

By: Linda F. Tatum EXECUTED PURSUANT
LINDA F. TATUM TO SECTION 301 OF
(Print Name) THE CITY CHARTER

Its: ASSISTANT CITY MANAGER

APPROVED AS TO FORM AND RETURNED

8-19, 2020
CHARLES PARKIN, City Attorney

By 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY