

1 FIRST AMENDMENT TO LEASE No. 29143

2 **29143**

3 THIS FIRST AMENDMENT is made and entered, in duplicate, as of June  
4 10, 2009 for reference purposes only, pursuant to a minute order adopted by the City  
5 Council of the City of Long Beach at its meeting held on April 21, 2009, by and between  
6 the CITY OF LONG BEACH, a municipal corporation ("Lessor"), and MALIBU CERAMIC  
7 WORKS, a California corporation, whose address is 275 North Topanga Canyon  
8 Boulevard, Topanga, California 90290 ("Lessee").

9 WHEREAS, Lessor is the owner of certain real property in the City of Long  
10 Beach, County of Los Angeles, State of California, which Lessor leases to Lessee on the  
11 terms, covenants, and conditions stated in this Lease; and

12 WHEREAS, now the parties desire to amend the lease to include additional  
13 options for payment of rent;

14 NOW, THEREFORE, in consideration of the terms, covenants and  
15 conditions stated herein, the parties agree as follows:

16 1. Section 3 of Lease No. 29143 is hereby amended in its entirety to  
17 read as follows:

18 "3. Rent. Lessee shall pay to Lessor as rent the sum of Seven-  
19 Thousand Five-Hundred Dollars (\$7,500.00) per month, in advance, without deduction,  
20 setoff, notice, or demand, on the first (1<sup>st</sup>) day of each month beginning on August 1,  
21 2005, plus additional consideration in the form of one (1) guided tour per month (limited  
22 to twenty-five (25) persons), and one (1) souvenir per person; and/or two (2) hour  
23 weekday or weekend classes (limited to fifteen (15) students per class); and/or tiles,  
24 related materials, and labor for the benefit of the City which shall have a total value of  
25 Two-Thousand Five-Hundred Dollars (\$2,500.00). If Lessee fails to provide the classes  
26 and tours and/or tiles, related materials, and labor, this failure shall be a material default  
27 comparable to a failure to pay rent and Lessor may immediately terminate the Lease,  
28 notwithstanding anything to the contrary in Section 16 or the Lease shall be amended, in

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 Lessor's sole discretion, to increase the rent to Ten Thousand Dollars (\$10,000.00) per  
2 month. A description of the classes, tours and tiles and their estimated values are shown  
3 on Exhibit "B" attached to this Lease.

4 Lessee shall pay rent at the address given herein for notice to Lessor."

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

7 MALIBU CERAMIC WORKS, a California  
8 corporation

9 OCT 1 2009, 2009

By 

President

ROBERT HARRIS

Type or Print Name

10 OCT 1 2009, 2009

By 

Secretary

ROBERT HARRIS

Type or Print Name

11 "Lessor"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 12.18, 2009

15 By 

Assistant City Manager

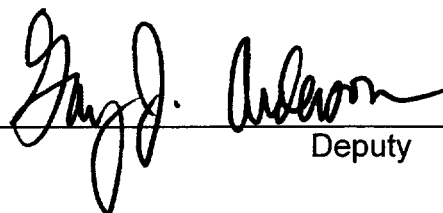
City Manager

16 "City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

17 This First Amendment to Lease No. 29143 is approved as to form on  
18 December 10, 2009.

19 ROBERT E. SHANNON, City Attorney

20 By   
21 Deputy