

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

FIRST AMENDMENT TO LEASE NO. 29580

29580

THIS FIRST AMENDMENT TO LEASE NO. 29580 (the "Amendment") is made and entered, in duplicate, as of May 31, 201~~6~~⁷, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 21, 201~~6~~⁷, by and between THE CHILDREN'S CLINIC, "SERVING CHILDREN & THEIR FAMILIES", a California nonprofit public benefit corporation ("Tenant"), and the CITY OF LONG BEACH, a municipal corporation ("Landlord").

WHEREAS, the City of Long Beach and the Westside Neighborhood Clinic ("Assignor") entered into Lease No. 29580 dated as of March 1, 2006 for those certain premises located in the building commonly known as 2125 Santa Fe Avenue, Long Beach, California; and

WHEREAS, on March 3, 2014, Assignor assigned all of its right, title and interest in Lease No. 29580 to The Children's Clinic, "Serving Children & Their Families" ("Assignee" or "Tenant"); and

WHEREAS, Tenant and Landlord desire to amend the Lease by, among other things, extending the term and revising the rent schedule;

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Term. The term of the Lease is hereby extended for an additional period of ten (10) years commencing on March 1, 2016, and ending on February 28, 2026. The parties will have the option to extend the Lease for an additional period of five (5) years.

2. Termination Right. Tenant may terminate the Lease at any time during the term provided that Tenant provides ninety (90) days advance notice to Landlord. In addition to Landlord's termination rights under Section 13, Landlord may terminate the Lease at any time provided that Landlord provides one hundred eighty (180) days advance notice in writing to Tenant.

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1 3. Rent. Effective as of March 1, 2016, Tenant shall pay to Landlord a
2 monthly rental payment as outlined in Exhibit "B", attached to this Amendment and
3 incorporated by this reference.

4 4. Effective Date. This Amendment shall be effective as of the date
5 executed by City.

6 5. Except as amended by this Amendment, the Lease remains
7 unchanged and in full force and effect.

8 IN WITNESS WHEREOF, the parties hereto have executed this First
9 Amendment to Lease as of the day and year first above written.

THE CHILDREN'S CLINIC, "SERVING
CHILDREN & THEIR FAMILIES", a
California nonprofit public benefit
corporation

12 November 21, 2016

By [Signature]
Name Eliza Nicholas, M.D., MSFH, FAAP
Title Chief Executive Officer

14 November 21, 2016

By [Signature]
Name Jill Lawler, MSW
Title Chief Operations Officer

"Tenant"

CITY OF LONG BEACH, a municipal
corporation

20 May 31 ⁷, 201~~6~~

By [Signature]
City Manager
Tom Madica
"Landlord" Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This First Amendment to Lease No. 29580 is approved as to form on

24 May 15, 2016.⁷

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "B"

New Lease Schedule for The Children's Clinic at 2125 Santa Fe Avenue

| | Prior Rent | Year 1 Effective 3/1/16 | Year 2 Effective 3/1/17 | Year 3 Effective 3/1/18 | Year 4 Effective 3/1/19 | Year 5 Effective 3/1/20 | Year 6 Effective 3/1/21 | Year 7 Effective 3/1/22 | Year 8 Effective 3/1/23 | Year 9 Effective 3/1/24 | Year 10 Effective 3/1/25 |
|----------------------|----------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|--------------------------------|
| Rent | \$1,957 | \$2,055 | \$2,116 | \$2,180 | \$2,245 | \$2,313 | \$2,382 | \$2,454 | \$2,527 | \$2,603 | \$2,681 |
| Proposed Increase | | 5% | 3% | 3% | 3% | 3% | 3% | 3% | 3% | 3% | 3% |
| Monthly Utility Fee | \$450 | \$475 | \$475 | \$474 | \$475 | \$475 | \$500 | \$500 | \$500 | \$500 | \$500 |
| Total Payment | \$2,407 | \$2,530 | \$2,591 | \$2,654 | \$2,720 | \$2,788 | \$2,882 | \$2,954 | \$3,027 | \$3,103 | \$3,181 |

| | |
|-----------------------|--|
| Lease Term | 10 year term (March 1, 2016 to February 28, 2026) with one |
| Hours | 5-year option to extend. |
| Utilities | Mon- Fri 8 am - 5pm. |
| Maintenance | TCC pays monthly as noted above. |
| Square Footage | Responsibility of TCC. |
| | Approximately 2,674 rentable square feet. |