

31738

ATLANTIC PLAZA
FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "Amendment"), dated as of May 5th, 2020, is entered into by and between **AP-ATLANTIC LLC**, a Delaware limited liability company ("**Landlord**"), and **THE CITY OF LONG BEACH**, a municipal corporation ("**Tenant**"), with reference to the following recitals of fact:

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of July 6, 2010, as amended by that certain Notice of Lease Term Dates dated as of January 7, 2011 (collectively the "**Lease**"), whereby Tenant leases from Landlord 4,079 rentable square feet located at 5166 Atlantic Avenue, Long Beach, California (the "**Premises**") for the operation of a Women, Infant & Children Program office facility.

B. Landlord and Tenant now desire to enter into this Amendment in order to memorialize Tenant's exercise of its option (the "**Option Term**") to extend the Term of the Lease, and otherwise amend the Lease as is set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **CAPITALIZED TERMS.** Unless otherwise expressly provided in this Amendment, initially capitalized terms used in this Amendment shall have the meanings assigned in the Lease.
2. **EXTENSION OF THE LEASE.** Based on Tenant's exercise of the Option Term, the parties agree that the Term of the Lease is extended so that it shall now expire on January 31, 2026 (the "**Expiration Date**"). The period of time from January 16, 2021 to January 31, 2026 shall be referred to herein as the "**Extension Period**".
3. **EXTENSION PERIOD BASE RENT.** During the Extension Period, Base Rent payable by Tenant shall be due in accordance with the following schedule:

<u>Effective Dates</u>	<u>Monthly Base Rent</u>
January 16, 2021 to January 31, 2021	\$3,875.00
February 1, 2021 to January 31, 2022	\$7,750.00 per month
February 1, 2022 to January 31, 2023	\$7,983.00 per month
February 1, 2023 to January 31, 2024	\$8,222.00 per month
February 1, 2024 to January 31, 2025	\$8,469.00 per month
February 1, 2025 to January 31, 2026	\$8,722.33 per month

4. **OPTION ALLOWANCE.** On or before the first day of the Extension Period, Landlord shall deliver to Tenant a payment of **\$20,395.00**, which amount is the "Option Allowance" provided for in the Lease. The Option Allowance shall be used by Tenant consistent with the terms and conditions of Section 4.6 of the Lease.
5. **INSURANCE.** Prior to the first day of the Extension Period, Tenant shall deliver to Landlord a certificate of insurance evidencing that Tenant has obtained the insurance coverage that is in compliance with the applicable terms of the Lease.
6. **CONDITION OF THE PREMISES.** Tenant acknowledges that it is already in possession of the Premises pursuant to the Lease, and that Tenant shall continue to occupy the Premises during the Extension Period in its now-existing "as is" condition, with Landlord performing no alterations or

improvements in connection with this Amendment, and making no warranty or representation regarding the condition of the Premises.

7. MISCELLANEOUS PROVISIONS.

a. Entire Agreement; Inconsistencies. This Amendment represents the entire agreement among the parties with respect to the matters contained in this Amendment and supersedes any prior negotiations, representations, or agreements, whether written or oral, with respect to the Amendment. Nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Lease, except as expressly stated herein, and all other applicable provisions of the Lease shall remain in effect throughout the extended Term. This Amendment may be amended, modified, or altered only by written instrument, signed by Landlord and Tenant. If there are any inconsistencies between this Amendment and the Lease with respect to the provisions of this Amendment, the provisions hereof shall prevail. The provisions of this Amendment shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language.

b. No Brokers. Tenant hereby acknowledges and agrees that Landlord shall not be responsible for the payment of any commission, fee or other compensation claimed by any real estate broker, agent or other representative of Tenant in connection with this lease document. Tenant further agrees to indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker, agent or other representative in connection with this lease document or its negotiation by reason of any act of Tenant.

c. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Any party may transmit its signature hereto by facsimile or by email attachment, and such facsimile or email attachment signature page shall be deemed an original ink signature for all purposes.

d. Severability. If any term, covenant, condition or provision of this Amendment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Amendment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

e. Representations and Warranties. Tenant hereby represents, warrants, and agrees that: (1) there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default, or event of default by Landlord under the Lease; (2) the Lease continues to be a legal, valid, and binding agreement and obligation of Tenant; and (3) Tenant has no current offset or defense to its performance or obligations under the Lease.

f. Submission of Agreement. The submission of this Amendment to Tenant, Tenant's agent or attorney for review or signature does not constitute an offer to Tenant. This Amendment shall have no binding force or effect until its execution and delivery by both Landlord and Tenant.

g. CASp Disclosure. Unless otherwise stated elsewhere in this document, as of the date hereof, the Premises have not undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

[SIGNATURES ON FOLLOWING PAGE]

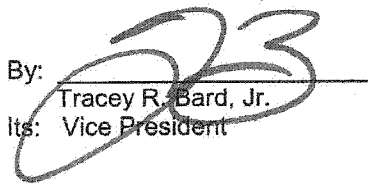
IN WITNESS HEREOF, the parties have executed this Amendment as of the date first written above.

LANDLORD:

**AP-ATLANTIC LLC, a
Delaware limited liability company**

By: DGA-Properties LLC, a
Delaware limited liability company
Its: Managing Member

By: Abbey-Properties LLC, a
California limited liability company
Its: Managing Member

By: 
Tracey R. Bard, Jr.
Its: Vice President

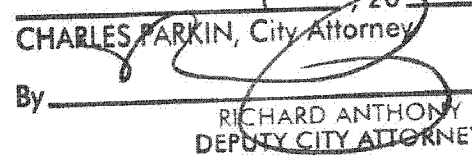
TENANT:

**CITY OF LONG BEACH, a
municipal corporation**

By: 

Name: **EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**
Its: _____

APPROVED AS TO FORM
4-22-2020

CHARLES PARKIN, City Attorney
By: 
**RICHARD ANTHONY
DEPUTY CITY ATTORNEY**