

# 26572

## SECOND AMENDMENT TO LEASE NO. 26572

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2 This Second Amendment to Lease No. 26572 ("Amendment") is made and  
3 entered, in duplicate, between CRAIG A. MACPHERSON AND STUART S.  
4 MACPHERSON, individuals (collectively, "Landlord"), and THE HOUSING AUTHORITY  
5 OF THE CITY OF LONG BEACH, a public agency ("Tenant"), pursuant to a minute order  
6 adopted by the Housing Authority Board of Commissioners at its meeting on  
7 DECEMBER 15, 2009.

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

12 WHEREAS, Landlord and Tenant now desire to amend the Lease to,  
13 among other things, extend the term of the Lease;

14 NOW, THEREFORE, Landlord and Tenant mutually agree as follows:

15 1. This Amendment shall be effective as of the date on which this  
16 Amendment is executed by both parties.

17 2. The term of the Lease is hereby extended for a period of sixty-three  
18 (63) months, beginning January 1, 2010 and ending March 31, 2015 (the "Extension  
19 Term").

20 3. Tenant shall pay to Landlord annual rent for the 12 spaces available  
21 on the Property as follows: Seven Thousand Two Hundred Nineteen Dollars (\$7,219) for  
22 the first year of the Extension Term; Seven Thousand Five Hundred Eighty Dollars  
23 (\$7,580) for the second year of the Extension Term; Seven Thousand Nine Hundred  
24 Fifty-Nine Dollars (\$7,959) for the third year of the Extension Term; Eight Thousand  
25 Three Hundred Fifty-Seven Dollars (\$8,357) for the fourth year of the Extension Term;  
26 and Eight Thousand Seven Hundred Seventy-Five Dollars (\$8,775) for the fifth year of  
27 the Extension Term; and Two Thousand Three Hundred Four Dollars (\$2,304) for the  
28 final three (3) months of the Extension Term.

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

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4. Tenant's hours of use of the Premises shall be from 7:00 a.m. to 6:30 p.m., Monday through Friday.

5. Landlord, at Landlord's sole cost and expense, shall slurry coat and re-stripe the Property, including clearly marking the applicable spaces as reserved for Tenant. In performing such work, Landlord shall comply with California Labor Code Section 1720 regarding the payment of prevailing wages.

6. Landlord agrees, subject to applicable laws, rules and regulations, that no person shall be subject to discrimination in the performance of this Lease on the basis of race, color, religion, national origin, gender, sexual orientation, AIDS, HIV status, age, disability, handicap or veteran status.

7. 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.

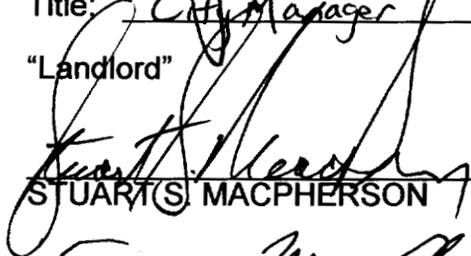
"Tenant"

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

Assistant City Manager

By:   
Name: Patrick H. West EXECUTED PURSUANT  
Title: City Manager TO SECTION 301 OF  
THE CITY CHARTER.

"Landlord"

  
STUART S. MACPHERSON  
  
CRAIG A. MACPHERSON

Approved as to form this <sup>11<sup>th</sup></sup> ~~30<sup>th</sup>~~ day of ~~DECEMBER~~ <sup>10</sup> 2009.

ROBERT E. SHANNON, City Attorney

By:   
Deputy

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