

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

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SECOND AMENDMENT TO BEACH CONCESSION AGREEMENT NO. 36135

36135

THIS SECOND AMENDMENT TO BEACH CONCESSION AGREEMENT NO. 36135 is made and entered as of March 9, 2023, pursuant to a minute order adopted by the City Council of the City of Long Beach, at its meeting on August 17, 2021, by and between the CITY OF LONG BEACH, a municipal corporation and trust grantee of the State of California of certain tide and submerged lands within the limits of said City ("City") and BEACH RESTAURANT GROUP, INC., a California corporation, dba GAUCHO BEACH, with a business address of 10840 Paramount Blvd., Downey, California 90241 ("Concessionaire").

WHEREAS, City and Concessionaire (the "Parties") entered into Agreement No. 36135 (the "Agreement") whereby City granted to Concessionaire the right to operate a beach concession located at 780 E. Shoreline Drive, commonly known as Alamos Beach, as more particularly described and depicted on Exhibit "A" attached to the Agreement; and

WHEREAS, the Parties entered into a First Amendment to the Agreement to modifying the rent commencement date; and

WHEREAS, the Parties entered into a Supplement to the Agreement to recognize the commencement date; and

WHEREAS, the Parties again desire to modify the rent commencement date; NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the parties agree as follows:

1. Section 5.A. is hereby amended to read as follows:

"A. Base Rent. Beginning on the earlier of (i) the first day of the month immediately after the month in which the Premises receives a certificate of occupancy, or (ii) June 1, 2023, whichever comes first, ("Rent Commencement Date") and continuing monthly thereafter, Concessionaire shall pay to City a monthly base rent equal to Twelve Thousand Seven Hundred Twenty Dollars (\$12,720)

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1 ("Base Rent"). Base Rent is due and payable in advance on the first day of each
2 month, and is delinquent on or after the fifth day of each month. Concessionaire
3 shall not have any right of abatement, deduction, set off, prior notice or demand.
4 The Base Rent shall be adjusted annually, effective on each anniversary of the Rent
5 Commencement Date, by the percent change in the CPI for All Urban Consumers,
6 All Items, Base Period 1982-84=100, for the Los Angeles-Riverside-Orange County,
7 CA area (August to August), as published by the United States Department of Labor,
8 Bureau of Labor Statistics; provided, however, that the Base Rent shall never
9 decrease and any increase shall not exceed three percent (3%) in any year."

10 2. Except as expressly modified herein, all of the terms and conditions
11 contained in Agreement No. 36135 are ratified and confirmed and shall remain in full force
12 and effect.

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

BEACH RESTAURANT GROUP, INC., a California corporation, dba GAUCHO BEACH

March 6th

_____, 2023

By: [Signature]
Name: ROBERT GROSS
Title: CEO

_____, 2023

By: _____
Name: _____
Title: _____

"Concessionaire"

EXECUTED PURSUANT TO PROVISIONS OF THE CITY CHARTER.

CITY OF LONG BEACH, a municipal corporation

March 29

_____, 2023

By: Linda J. Jakem
City Manager

"City"

This Second Amendment to Agreement No. 36135 is approved as to form on

March 13, 2023.

DAWN MCINTOSH, City Attorney

By: [Signature]
Deputy

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