

# 31586

THIS AMENDMENT TO SUBLEASE, made and entered into this 28th day of August 2014, by and between the City of Long Beach, hereinafter called Sublessor, and the State of California acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH:

WHEREAS, under the "Sublease" dated March 19, 2009, the State hires from Sublessor certain premises located at 3447 Atlantic Avenue, Long Beach, CA as more particularly described in the Sublease; and

WHEREAS, the parties hereto desire to amend the Sublease to (1) amend the description of the leased premises; (2) extend the term of the Sublease; (3) change the required noticing days for termination and add mutual termination; and (4) amend the monthly rental.

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. Effective October 1, 2013, Section 1 of the Sublease is amended and restated in its entirety to read as follows:

"The Sublessor hereby subleases unto the State and the State hereby hires from the Sublessor those certain premises with appurtenances situated in the City of Long Beach, County of Los Angeles, State of California, and more particularly described as follows:

Approximately 7,781 net usable square feet on the 1st and 3rd floors of the building located at 3447 Atlantic Avenue, the office space is further defined as 6,904 net usable square feet of shared space as outlined in green and 877 net usable square feet of exclusive space as outlined in red on the attached Exhibit "E" Plan, Project No. 134086, dated April 29, 2014, hereby being incorporated by said reference into this sublease. The condition of the space is further defined by the Outline Specifications marked Exhibit "B" and State Fire Marshal, CDC/ADA Access Compliance & Sustainable Measure Procedures marked Exhibit "C", said

Exhibits "B" and "C" Project No. 124237 dated February 4, 2009, hereby being incorporated by said reference into this sublease, and including pro-rata share nonexclusive, unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities."

2. Effective October 1, 2013, the expiration date of the Sublease is amended to read "July 31, 2016."

3. Effective October 1, 2013, Paragraph number 3 of the Sublease the first sentence is amended and restated in its entirety to read as follows: "Either party may terminate this Sublease at any time effective on or after June 30, 2010, by giving written notice to the other party at least ninety (90) days prior to the date when such termination shall become effective."

4. Effective October 1, 2013, Paragraph number 4 of the Sublease shall be amended and restated in its entirety to read as follows:

"Rental payments shall be paid monthly by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

SIXTEEN THOUSAND TWENTY-EIGHT AND 86/100 DOLLARS  
(\$16,028.86) from October 1, 2013, through October 31, 2014; then

ZERO AND N0/100 DOLLARS  
(\$00.00) from November 1, 2014, through November 30, 2014; then

TWO HUNDRED FIFTEEN AND 16/100 DOLLARS  
(\$215.16) from December 1, 2014 through January 31, 2015; then

SIXTEEN THOUSAND TWENTY-EIGHT AND 86/100 DOLLARS  
(\$16,028.86) from February 1, 2015, through July 31, 2015; then

SIXTEEN THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 77/100 DOLLARS  
(\$16,884.77) from August 1, 2015, through July 31, 2016; and thereafter."

5. Pursuant to California Civil Code §1938, the Sublessor states that the leased premises:

- have not undergone an inspection by a Certified Access Specialist (CASp).
- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.
- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq."

Except as amended herein, all the terms of the Sublease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment to Sublease has been executed by the parties hereto on the date first above written.

STATE OF CALIFORNIA

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION

CITY OF LONG BEACH, A  
MUNICIPAL CORPORATION  
Assistant City Manager

By: [Signature]  
DENNI D. GHILARDUCCI, Real Estate Officer

By: [Signature]  
PATRICK H. WEST, City Manager

Date: 12/29/14

Date: December 19, 2014

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

Approved:

DIRECTOR OF THE DEPARTMENT  
OF GENERAL SERVICES

APPROVED AS TO FORM

By: [Signature]  
PATTI JOSEPH, Leasing Manager  
Real Estate Leasing and Planning Section

11-25-2014  
CHARLES PARKIN, City Attorney

Date: 12/29/14

By: [Signature]  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

