

1 FOURTH AMENDMENT TO LEASE NO. 24851

2 **24851**

3 THIS FOURTH AMENDMENT TO LEASE NO. 24851 is made and entered,
4 in duplicate, as of May 3, 2017, for reference purposes only, pursuant to a minute order
5 adopted by the City Council of the City of Long Beach at its meeting on May 2, 2017, by
6 and between BOJARO, LLC, a California limited liability company, and GREGORY R. GILL
7 AND TOMILEE TILLEY GILL, trustees of the Gill Family Trust (collectively, "Lessor"), and
8 the CITY OF LONG BEACH, a municipal corporation ("Lessee").

9 WHEREAS, on or about October 3, 1996, Lessor's predecessors in interest
10 and Lessee entered into Lease No. 24851 (as amended by the First, Second and Third
11 Amendments hereinafter described, the "Lease") for Suites No. 205 and 230 consisting of
12 approximately 4,352 feet of space in the building commonly known as 236 E. 3rd Street
13 (collectively, the "Premises"); and

14 WHEREAS, Lessor and Lessee entered into a First Amendment to the
15 Lease, dated as of January 17, 2002, to extend the term to February 28, 2007 and amend
16 certain provisions for the extended term; and

17 WHEREAS, Lessor and Lessee entered into a Second Amendment to the
18 Lease, dated as of March 1, 2007, to extend the term to February 28, 2012 and amend
19 certain provisions for the extended term; and

20 WHEREAS, Lessor and Lessee entered into a Third Amendment to the
21 Lease, dated as of April 10, 2012, to extend the term to February 28, 2017 and amend
22 certain provisions for the extended term; and

23 WHEREAS, Lessor and Lessee desire to extend the term an additional five
24 years and amend certain provisions for the extended term;

25 NOW, THEREFORE, in consideration of the mutual terms and conditions
26 herein contained, the parties agree as follows:

27 1. TERM. The Term of the Lease shall be extended for an additional
28 sixty (60) months commencing on March 1, 2017 and terminating on February 28, 2022.

1 Lessee shall have one (1) five-year option to further renew the Lease under the same terms
2 and conditions as in Section 8 of the Third Amendment, except the Base Year shall be
3 adjusted to calendar year 2022. If exercised, a new fair market rental rate shall be
4 negotiated subject to further City Council approval.

5 2. BASE RENT. Effective March 1, 2017, the monthly base rent shall be
6 Seven Thousand Six Hundred Sixteen Dollars (\$7,616). On each March 1 thereafter, the
7 monthly base rent shall increase annually by three percent (3%).

8 3. BASE YEAR. Effective March 1, 2017, the Base Year for annual
9 operating expenses shall be adjusted to calendar year 2017.

10 4. RENT ABATEMENT. The monthly base rent shall be abated for
11 months thirteen (13), twenty-five (25), and thirty-seven (37) of the term as extended hereby.

12 5. RIGHT TO CANCEL. Lessor shall grant Lessee the one-time right to
13 terminate the Lease, at no cost to Lessee, provided that: (a) such termination is effective
14 on or before March 1, 2018; (b) Lessee has vacated the Premises on or before March 1,
15 2018 and has surrendered the Premises in the condition as provided in the Lease; and (c)
16 Lessee provides Lessor at least ninety (90) days prior written notification of its intent to
17 terminate. In the event Lessee timely exercises the foregoing right to cancel, the rent
18 abatement in Paragraph 4 above shall be null and void. In the event that Lessee fails to
19 timely exercise the foregoing right to cancel, then: (x) the right to cancel shall be null and
20 void and the term of the Lease shall continue until February 28, 2022 (as may be extended
21 pursuant to the option to extend in Paragraph 1 above); (y) as of March 1, 2018, the size
22 of the Premises shall be increased by 150 square feet (which the parties agree is the
23 approximate size of the former elevator shaft heretofore used by Lessee, but for which rent
24 was inadvertently not charged through the date hereof); and (z) commencing March 1,
25 2018, Lessee's Base Rent shall be increased accordingly [i.e., the Base Rent of \$7,616
26 through February 28, 2018, which is equal to \$1.75 per square foot, shall be increased by
27 \$262.50 per month (\$1.75 times 150 square feet), for a total of \$7,878.50 per month, which
28 shall then be subject to the 3% annual increases set forth in Paragraph 2 above to a total

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 of \$8,114.85 per month]. The parties hereby waive the payment of any amounts that may
2 be owing by Lessee or Lessor for periods prior to March 1, 2018; including, without
3 limitation, the amounts owing for the prior use of the elevator shaft; for any holdover rent
4 pursuant to Paragraph 26 of the Lease; or for excess electricity pursuant to Paragraph 50
5 of the Lease; except for any reconciliation of Operating Expenses due pursuant to the
6 Lease for periods prior to March 1, 2017.

7 6. Except as expressly amended herein, all terms and conditions in
8 Lease No. 24851 are ratified and confirmed and shall remain in full force and effect.

9 7. This Amendment shall be effective as of the date executed by City.


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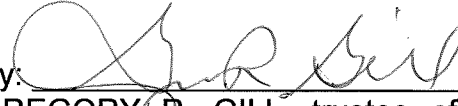
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

BOJARO, LLC, a California limited liability company

8-23, 2017

By: 
Name: ROBERT I. ROSENBERG
Title: MANAGER

8-22, 2017

By: 
GREGORY R. GILL, trustee of the Gill Family Trust

08-23-, 2017

By: 
TOMILBE TILLEY GILL, trustee of the Gill Family Trust

"LESSOR"

CITY OF LONG BEACH, a municipal corporation

Sept. 5, 2017

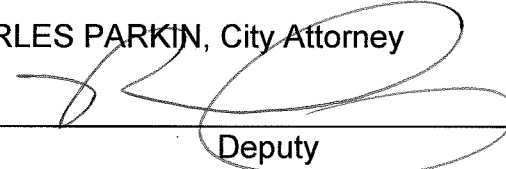
By: 
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"LESSEE" Tom Modica
Assistant City Manager

This Fourth Amendment to Lease No. 24851 is approved as to form on

August 30, 2017.

CHARLES PARKIN, City Attorney

By: 
Deputy

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