

1 FIRST AMENDMENT TO SUBLEASE NO. 31704

2 **31704**

3 THIS FIRST AMENDMENT to Sublease No. 31704 is made and entered as
4 of January 7, 2011, for reference purposes only, pursuant to a minute order of
5 the City Council of the City of Long Beach adopted at its meeting on April 24, 2007 by
6 and between the CITY OF LONG BEACH, a municipal corporation ("Sublessor"), and
7 UNITED STATES VETERANS INITIATIVE, located at 2001 River Avenue, Long Beach,
8 California 90810 ("Sublessee").

9 WHEREAS, Sublessor entered a lease with Fujita Investors of California,
10 dated May 7, 1997 (City Contract No. 25165), for premises commonly known as 3447
11 Atlantic Avenue, Long Beach, California ("Premises"), and

12 WHEREAS, pursuant to paragraph 57 of the Addendum to the Lease,
13 Sublessor has the right to sublease all or any portion of the Premises with the written
14 consent of the Lessor of the Lease and Sublessor has obtained such consent; and

15 WHEREAS, on May 1, 2010, Sublessor leased One Hundred-Twelve (112)
16 square feet of office space to Sublessee and now the parties desire to increase the
17 square footage to Two Hundred Twenty-Four (224) square feet;

18 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
19 conditions contained herein, the parties agree as follows:

20 1. Section 1 of Sublease No. 31704 is deleted in its entirety and
21 amended to read as follows:

22 "1. PREMISES. The Sublessor hereby subleases to the Sublessee and
23 the Sublessee hereby hires from the Sublessor those certain premises with
24 appurtenances situated in the City of Long Beach, County of Los Angeles, California, and
25 more particularly described as follows: Approximately Two Hundred Twenty—Four (224)
26 square feet of leased office space located at 3447 Atlantic Avenue, 3rd Floor, as shown
27 on Exhibit "A" attached to the Sublease. Sublessor makes no warranties about the
28 nature or condition of the Premises. Sublessee hereby waives any and all claims or

1 causes of action for damages or performance against Sublessor for failure of the
2 Premises to conform with Exhibit "A". Sublessee agrees that its only remedy against
3 Sublessor for failure of the Premises to conform with Exhibit "A" is to quit the Premises."

4 2. Section 3 of Sublease No. 31704 is deleted in its entirety and
5 amended to read as follows:

6 "3. RENT. Sublessee shall pay to Sublessor as rent, in advance, each
7 month, without deduction, offset, notice, or demand, the total of Six Hundred Eighty
8 Dollars and Ninety-Six Cents (\$680.96)."

9 3. Section 4 of Sublease No. 31704 is deleted in its entirety and
10 amended to read as follows:

11 "4. USE. The Premises will be used solely to house four (4) career
12 counselors on behalf of sublessee. No other use is permitted. In Sublessee's use and
13 operations on the Premises, Sublessee will not create, cause or allow any nuisance on
14 the Premises. Sublessee's use of the Premises shall be in conformance with all
15 applicable laws and regulations, including the rules and regulations detailed on Exhibit
16 "B" of the Sublease."

17 4. Except as set forth in this First Amendment to Sublease No. 31704,
18 all terms and conditions of the Sublease are ratified and confirmed and shall remain in full
19 force and effect.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
2 to be duly executed with all the formalities required by law on the respective dates set
3 forth opposite their signatures.

4 UNITED STATES VETERANS INITIATIVE

5
6 12/21, 2010

By 

Title Site Director

8 "Sublessee"

9
10 CITY OF LONG BEACH, a municipal
11 corporation

12 17, 2010

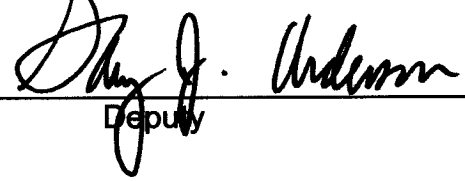
By  Assistant City Manager

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

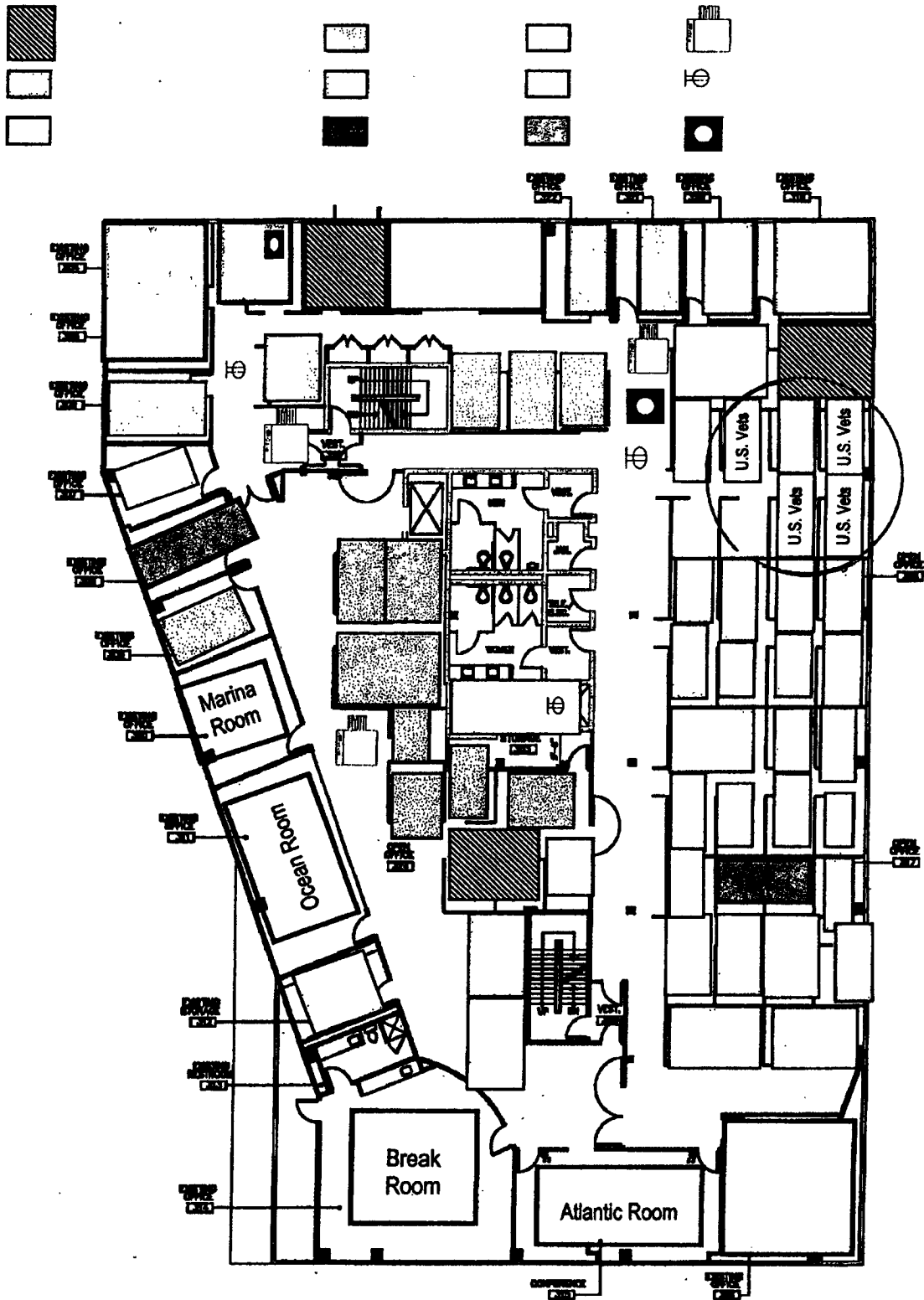
14 "Sublessor"

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16 This First Amendment to Sublease No. 31704 is approved as to form on
17 Dec. 23, 2010.

18
19 ROBERT E. SHANNON, City Attorney

20 By 
21 Deputy

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



**RULES AND REGULATIONS FOR
STANDARD OFFICE LEASE**



Dated: May 9, 1997

By and Between Fujita Investors of California ("Lessor") and City of Long Beach ("Lessee")

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety, reputation, or property of the Office Building Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Office Building Project.
4. Lessee shall not keep animals or birds within the Office Building Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the premises or Office Building Project.
9. Lessee shall not suffer or permit any thing in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Office Building Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day if Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Office Building Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

Initials: