



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
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Telephone (562) 570-2200

1                   **3.     BASE RENT**

2                   Commencing March 1, 2007, the new monthly base rent shall be \$1.45  
3 per square foot or \$6,310.40 and shall increase three percent annually. Annual monthly  
4 base rent increases shall be as follows:

5                   March 1, 2007	\$6,310.40 per month;
6                   March 1, 2008	\$6,499.71 per month;
7                   March 1, 2009	\$6,694.70 per month;
8                   March 1, 2010	\$6,895.54 per month;
9                   March 1, 2011	\$7,102.41 per month.

10                   **4.     TENANT IMPROVEMENT ALLOWANCE**

11                   Lessor shall provide a Tenant Improvement Allowance equal to  
12 \$21,760 (\$5 per rentable square foot leased) during the Second Extended Term. Thirteen  
13 Thousand Fifty Six (\$13,056) (\$3 per rentable square foot leased) shall be available to  
14 Lessee commencing Month 13 of the Second Extended Term. Eight Thousand Seven  
15 Hundred Four (\$8,704) (\$2 per rentable square foot leased) shall be available to Lessee  
16 commencing Month 37 of the Second Extended Term. The Tenant Improvement  
17 Allowance shall be used for all costs of construction such as fees and expenses of  
18 architectural services, construction management services, construction drawings,  
19 engineering and structural drawings, labor and materials, and all fees for permits, licenses  
20 and approvals required by applicable law. The Tenant Improvement Allowance may also  
21 be used for the repainting of Interior walls and the resurfacing of the floor of the leased  
22 premises.

23                   **5.     OPERATING EXPENSE INCREASE**

24                   Effective March 1, 2007 the new "base year" for operating expenses  
25 and tax increases shall be changed to calendar year 2007.

26                   **6.     OPTION TO RENEW**

27                   Providing Lessee is not in default of the lease, Lessee shall have one  
28 (1) Option to Renew the lease for a period of five (5) year upon written notice to Lessor no

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1 less than two hundred forty (240) days prior to the expiration of the Second Extended  
2 Term. Lessor and Lessee shall have sixty (60) days following the Lessor's receipt of the  
3 Renewal Notice to negotiate a fair market rental rate, refurbishment allowance for tenant  
4 improvements, parking rates (if applicable) and a new Base Year adjusted to calendar year  
5 2012 for the renewal term "the Fair Market Terms". If Lessor and Lessee agree on the Fair  
6 Market Terms, Lessee shall have sixty (60) days to obtain the approval of the City Council  
7 for the renewal option. If Lessor and Lessee cannot agree on the Fair Market Terms within  
8 such sixty (60) day period, the Option To Renew shall not be exercised. All other terms  
9 of the Lease shall remain the same and the provisions of Paragraph 39 of the Lease are  
10 conditions of this Option.

11 **7. RIGHT TO CANCEL**

12 Lessee shall have a one-time right to cancel the lease at the end of  
13 the twelfth (12<sup>th</sup>) month of the Second Extended Term by providing 90 days prior written  
14 notice to the Lessor. Within 45 days thereafter, Lessee shall deliver to Lessor the  
15 unamortized costs of the brokerage commissions paid. The amortization period shall be  
16 over the Second Extended Term and shall be on a straight-line basis.

17 Lessee shall have a one-time right to cancel the lease at the end of  
18 the thirty-sixth (36<sup>th</sup>) month of the Second Extended Term by providing 180 days prior  
19 written notice to the Lessor. Within 90 days thereafter, Lessee shall deliver to Lessor the  
20 unamortized costs of the Tenant Improvement Allowance used plus brokerage  
21 commissions paid. The amortization period shall be over the Second Extended Term and  
22 shall be on a straight-line basis.

23 The provisions of Paragraph 39 of the Lease shall apply to this Right  
24 to Cancel.

25 **8. FULL FORCE AND EFFECT**

26 Except as otherwise provided herein, all of the terms and conditions  
27 of the Lease shall remain unchanged and in full force and effect.  
28

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1                                   **9.     EFFECTIVE DATE**

2                                   This Second Amendment to Lease No. 24851 shall be effective March  
3 1, 2007.

4 March 12, 2007

By: *Robert J. ...* *MANAGER*  
BOJARO, LLC, a California Limited  
Liability Company

6 March 9, 2007

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

9 March 9, 2007

By: *Tomilee Tilley Gill*  
TOMILEE TILLEY GILL, trustee of the Gill  
Family Trust

12 "LESSOR"

13 CITY OF LONG BEACH, a municipal  
14 corporation,

15 3/19, 2007

By: *[Signature]*  
City Manager

18 "LESSEE"

19 The foregoing Second Amendment to Lease is hereby approved as to form.

20 ROBERT E. SHANNON, City Attorney

21 March 15, 2007

By: *Gary J. Anderson*  
Gary J. Anderson, Deputy

26 GJA  
27 02/06/07  
28 L:\APPS\CtyLAW32\WPDOCS\D018\IP001\00023774.WPD  
#07-00596

**NOTARY ACKNOWLEDGEMENT**

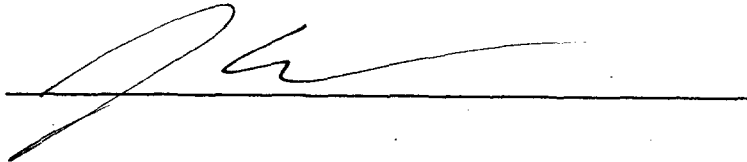
State of California

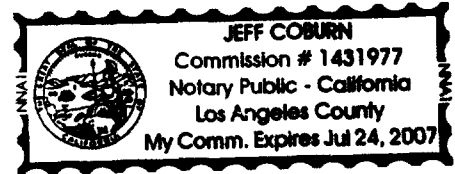
County of Los Angeles

On March 9, 2007, before me, the undersigned, a Notary  
Public in and for said County and State personally appeared \_\_\_\_\_  
Gregory R. Gill and Tomilee Tilley Gill

Personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person whose name is subscribed to the within instrument  
and acknowledged to me that said person executed the same.

Witness My Hand and Official Seal






Notary Public in and for said County and State

My Commission expires: 7-24-2007

State of California  
County of Los Angeles

On March 12, 2007, before me, Margaret Davis, Notary Public, personally appeared Robert I. Rosenberg, /\_XX\_/ personally known to me - OR - /\_\_\_/ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

Capacity Claimed by Signer:

- Individual(s)
- Corporate \_\_\_\_\_
- Partner(s) \_\_\_\_\_  
Officer(s) \_\_\_\_\_
- Attorney-in-Fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other: Manager of LLC



Signer is representing:  
Name of person(s) or entity(ies)

BOJARO, LLC  
\_\_\_\_\_  
\_\_\_\_\_