

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

1                                    SECOND AMENDMENT TO LEASE NO. 26453  
2                                    (STANDARD OFFICE LEASE-MODIFIED GROSS)

3                                    **26453**

4                                    THIS SECOND AMENDMENT TO LEASE NO. 26453 is made and entered,  
5 in duplicate, as of November 18, 2009 for reference purposes only, pursuant to a minute  
6 order adopted by the City Council of the City of Long Beach at its meeting on November  
7 17, 2009, by and between CHARLES L. TRUITT AND DONALD K. TRUITT, successors  
8 in interest of the DONALD B. TRUITT FAMILY TRUST ("Lessor"), and the CITY OF  
9 LONG BEACH, a municipal corporation ("Lessee").

10                                    WHEREAS, the parties previously entered Lease No. 26453 dated for  
11 reference purposes as of July 2, 1999 (as amended, the "Lease") for Premises at 425  
12 Atlantic Avenue in the City of Long Beach; and

13                                    WHEREAS, the parties entered a First Amendment to Lease No. 26453  
14 dated for reference purposes as of September 9, 2004 to extend the term and amend the  
15 Lease in other respects; and

16                                    WHEREAS, the parties now desire to further extend the term and provide  
17 for an additional option to extend, and to amend the Lease in other respects;

18                                    NOW, THEREFORE, in consideration of the mutual terms and conditions  
19 contained in the Lease and in this Second Amendment, the parties agree as follows:

20                                    1.     Term. The term of the Lease shall be extended for a period of five  
21 (5) years ("Extended Term") commencing on December 1, 2009 and terminating on  
22 November 30, 2014. Provided that Lessee is not in default under the Lease, Lessee  
23 shall have the option to extend the term for one (1) additional five (5) year period (the  
24 "Option Term") by giving written notice of its intention to exercise its option at least one  
25 hundred twenty (120) days prior to the expiration of the term. The Base Rent during the  
26 Option Term shall be increased by five percent (5%) beginning the first month of the  
27 option period and shall be increased by five percent (5%) every twenty four (24) months  
28 thereafter through the remainder of the Option Term period. In the event Lessee

1 exercises such option, Lessor shall provide Lessee with a remodeling allowance equal to  
2 Four Thousand Seven Hundred Thirty Five Dollars (\$4,735.00), which Lessee may use  
3 after December 1, 2015.

4           2.     Base Rent.     Base Rent for the Extended Term shall be paid as  
5 stated below:

6                     December 1, 2009 through May 31, 2012 - \$2,986.50 per month;

7                     June 1, 2012 through November 30, 2014 - \$3,165.69 per month;

8                     Base Rent is payable on the first day of each month and is payable in  
9 accordance with Paragraph 4.1 of the Lease.

10           3.     Building Improvement Work.     Upon Lessee's request, Lessor, at  
11 Lessor's sole cost and expense, shall provide the following improvements to the Building  
12 in a timely manner: (a) hazard material removal; (b) seismic retrofit; (c) building systems  
13 improvement, fire alarm, emergency lighting, HVAC, electrical, plumbing, and seismic  
14 bracing; (d) ADA accessible path of travel (e.g., handicap ramp, hardware, restrooms,  
15 etc.); and (e) installation of ADA-compliance men's and women's restrooms.

16           4.     Lessee Improvements.     Lessor shall provide Lessee with an  
17 improvement allowance ("Lessee Improvement Allowance") equal to Fifteen Thousand  
18 Two Hundred Sixty Five Dollars (\$15,265.00), which Lessee may use after December 1,  
19 2010 during the Extended Term. Lessee may use the Lessee Improvement Allowance  
20 toward the costs of (a) installing new carpet, painting the walls or any other interior  
21 improvements; or (b) installing new voice or data cabling. The agreed upon plans and  
22 scope of work shall be bid by three (3) licensed general contractors mutually approved by  
23 Lessor and Lessee, subject to reasonable qualification standards developed for all  
24 general contractors. Lessor shall enter into the contract to secure the general contractor,  
25 and the agreed upon work shall be completed in a timely manner.

26           5.     Labor Code Compliance.     Lessor shall comply with all prevailing  
27 wage requirements for the improvements and worked performed under this Second  
28 Amendment.

1           6.     Nondiscrimination. In connection with performance of the Lease and  
2 subject to federal laws, rules and regulations, Lessor shall not discriminate in  
3 employment or in the performance of the Lease on the basis of race, religion, national  
4 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap,  
5 disability, or Vietnam Era veteran status. Lessor shall take affirmative action to ensure  
6 that applicants are employed and that employees are treated during employment without  
7 regard to any of these bases, including but not limited to employment, upgrading,  
8 demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay  
9 or other forms of compensation, and selecting for training, including apprenticeship.

10           7.     Real Estate Brokers and Commissions. Lessor shall pay Cushman  
11 & Wakefield of California, Inc. a commission in the amount of Five Thousand Dollars  
12 (\$5,000.00) for the Extended Term. Said fee shall be paid fifty percent (50%) upon full  
13 execution of this Second Amendment and fifty percent (50%) upon the commencement  
14 date of this Second Amendment. In the event Lessee exercises its option to extend the  
15 Lease for an additional Option Term, Lessor shall pay to Cushman & Wakefield of  
16 California, Inc. a commission in the amount of Two Thousand Five Hundred Dollars  
17 (\$2,500.00) for said additional term extension.

18           8.     Except as expressly amended herein, all terms, covenants and  
19 conditions in Lease No. 26453 are ratified and confirmed and shall remain in full force  
20 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.

NOVEMBER 21, 2009

By Charles L. Truitt  
CHARLES L. TRUITT

November 21, 2009

By Donald K. Truitt  
DONALD K. TRUITT

"Lessor"

CITY OF LONG BEACH, a municipal corporation  
- Assistant City Manager

12.9, 2009

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

"Lessee"

This Second Amendment to Lease No. 26453 is approved as to form on

11/30, 2009

ROBERT E. SHANNON, City Attorney  
By [Signature]  
Deputy

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