

FIFTH AMENDMENT TO LEASE NO. 24851

24851

THIS FIFTH AMENDMENT TO LEASE NO. 24851 is made and entered, in duplicate, as of June 6, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 17, 2022, by and between BOJARO, LLC, a California limited liability company, and T&G DEVELOPMENT COMPANY, LLC, a California limited liability company (collectively, "Lessor"), and the CITY OF LONG BEACH, a municipal corporation ("Lessee").

WHEREAS, on or about October 3, 1996, Lessor's predecessors in interest and Lessee entered into Lease No. 24851 (as amended, the "Lease") for Suites No. 205 and 230 consisting of approximately 4,502 feet of space in the building commonly known as 236 E. 3rd Street (collectively, the "Premises"); and

WHEREAS, Lessor (or its predecessors) and Lessee entered into a First Amendment to the Lease, dated as of January 17, 2002, to extend the term to February 28, 2007 and amend certain provisions for the extended term; and

WHEREAS, Lessor (or its predecessors) and Lessee entered into a Second Amendment to the Lease, dated as of March 1, 2007, to extend the term to February 28, 2012 and amend certain provisions for the extended term; and

WHEREAS, Lessor (or its predecessors) and Lessee entered into a Third Amendment to the Lease, dated as of April 10, 2012, to extend the term to February 28, 2017 and amend certain provisions for the extended term; and

WHEREAS, Lessor (or its predecessors) and Lessee entered into a Fourth Amendment to the Lease, dated as of May 3, 2017, to extend the term to February 28, 2022 and amend certain provisions for the extended term

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

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

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



1 1. TERM. The Term of the Lease shall be extended for an additional
2 sixty (60) months commencing on March 1, 2022 and terminating on February 28, 2027
3 (“Extended Term”). Lessee shall have one (1) five-year option to further renew the Lease
4 upon written notice to Lessor not less than ninety (90) days in advance of the then-current
5 expiration date of the Extended Term.

6 2. BASE RENT. Effective March 1, 2022, the monthly base rent shall be
7 Nine Thousand Two Hundred Twenty-Nine Dollars (\$9,229), and shall thereafter increase
8 as follows:

Effective Date	Base Rent
March 1, 2023	\$9,454
March 1, 2024	\$9,679
March 1, 2025	\$9,904
March 1, 2026	\$10,130
March 1, 2027 (if option is exercised)	\$10,355
March 1, 2028	\$10,580
March 1, 2029	\$10,805
March 1, 2030	\$11,030
March 1, 2031	\$11,255

9 3. BASE YEAR. Effective March 1, 2022, the Base Year for annual
10 operating expenses shall be adjusted to calendar year 2022. If Lessee exercises its option
11 to renew pursuant to Section 1, then the Base Year for annual operating expenses shall
12 be adjusted to calendar year 2027.

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

15 5. TENANT IMPROVEMENTS. Lessor, at Lessor’s sole cost, shall
16 provide the improvements to the Premises required by Exhibit “A” attached hereto and
17 incorporated herein by reference. Lessor shall use best efforts to complete all such
18 improvements on or before June 1, 2022.

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6. RIGHT TO CANCEL. Lessor shall grant Lessee the right to terminate the Lease effective on or after March 1, 2025, provided that: (a) Lessee provides Lessor at least one hundred (180) days prior written notification ("Termination Notice") of its intended termination date, (b) Lessee has vacated the Premises on or before its intended termination date in the condition provided in the Lease, and (c) on or before the date which is ninety (90) days after the date of the Termination Notice, Lessee shall have paid to Lessor (i) the unamortized costs of the improvements required to be completed pursuant to Section 5, which for the purposes hereof shall be deemed to have cost \$60,403, and (ii) the unamortized costs of the brokerage commission paid by Lessor applicable to the cancelled remainder of the Extended Term. The amortization period shall be over the Extended Term and applied on a straight-line basis. In the event Lessee timely exercises the foregoing right to cancel, the rent abatement in Section 4 above shall be null and void.

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

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



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

3 BOJARO, LLC, a California limited liability
4 company

5 MARCH 22, 2022

6 By: 
7 Name: ROBERT I. ROSENBERG
8 Title: MANAGER

9 T&G DEVELOPMENT COMPANY, LLC, a
10 California limited liability company

11 march 23 2022

12 By: 
13 Name: Gray R. Gil
14 Title: manager

15 "LESSOR"

16 CITY OF LONG BEACH, a municipal
17 corporation

18 June 6 2022

19 By 
20 City Manager

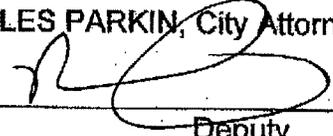
21 "LESSEE"

22 EXECUTED PURSUANT
23 TO SECTION 301 OF
24 THE CITY CHARTER.

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

26 May 25 2022.

27 CHARLES PARKIN, City Attorney

28 By 
Deputy

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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

MARCH 22, 2022

By: 
Name: ROBERT I. ROSENBERG
Title: MANAGER

T&G DEVELOPMENT COMPANY, LLC, a California limited liability company

MARCH 23 2022

By: 
Name: Greg R. Giv
Title: manager

"LESSOR"

CITY OF LONG BEACH, a municipal corporation

_____, 2022

By _____
City Manager

"LESSEE"

This Fifth Amendment to Lease No. 24851 is approved as to form on _____, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy




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EXHIBIT "A"

TENANT IMPROVEMENTS

Suite 205

- Repaint the studio all black, including the floor.
- Remove carpet and prepare for a building standard "concrete look" floor.
- Remove and install new entry doors with metal strip down the middle for enhanced security.
- Remove and install new doors to the edit bays, studio entrance and master control room (13 doors total, using existing hardware and frames).
- Add new electrical circuits to accommodate Lessee Provided LED lighting fixtures in the production set area.

Suite 230

- Remove and install new doors at main entrance, side back door and all offices.
- Remove and install new window tinting.
- Remove and install new window blinds as mutually approved by both parties.

