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

SECOND AMENDMENT TO LEASE NO. 31767

THIS SECOND AMENDMENT TO LEASE NO. 31767 is made and entered, in duplicate as of November 14, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on February 2, 2010, by and between the CITY OF LONG BEACH, a municipal corporation and trust grantee of the State of California of certain tide and submerged lands within the limits of said City ("City") and BEACH VENTURES ENTERPRISES, INC., a California corporation with a business address of Post Office Box 41757, Long Beach, California, 90853 ("Lessee").

WHEREAS, City and Lessee entered into Lease No. 31767 dated as of February 2, 2010 (the "Lease"), pursuant to which Lessee leased from City beach concession locations more particularly described in the Lease; and

WHEREAS, City and Lessee entered into a First Amendment to the Lease to extend the term an additional two (2) years and change the capital improvements requirements to \$20,000 for year seven (7) of the Lease; and

WHEREAS, City and Lessee desire to amend the Lease to extend the term an additional two (2) year period;

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

- 1. Section 2,B of the Lease is amended in its entirety to read as follows:
- "B. Food, Beverage and Equipment Rental Concession: The premises and the improvements shall be used for the purpose of operating four (4) food and beverage services, including alcoholic beverage services only at special occasions such as weddings, Sea Festival Events and other events only as permitted through the Office of Special Events and Filming, rental equipment concessions, and food cart services at designated sites along the coastline and one (1) paddle boat/aqua cycle rental operation in Rainbow Lagoon. Lessee is required to have customers complete and sign a waiver

1

2

3

4

5

6

7

8

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

form before renting equipment. Lessee shall store paddleboats and any other rental equipment offsite when not in use. The City reserves the right to expand the presence of these services at two (2) locations currently under development. Leased premises are defined on Exhibit "A". Exhibit "A" is by this reference made a part hereof."

- 2. Section 4 of the Lease is amended in its entirety to read as follows:
- "4. TERM. The initial term of this Lease shall commence at 12:01 a.m. on January 1, 2010 and shall terminate at midnight on December 31, 2015 (year (1) through year (6)). The first extended term of this Lease shall be for an additional period of two (2) years from January 1, 2016 to midnight on December 31, 2017 (year (7) through year (8)). The second extended term of this Lease shall be for an additional period of two (2) years from January 1, 2018 to midnight on December 31, 2019 (year (9) through year (10)). City's City Manager shall have discretion for renewing this Lease for one (1) additional, subsequent period of five (5) years, upon mutual consent of the parties. Upon termination of this Lease (whether by lapse of time or otherwise), Lessee shall quit and surrender possession of the Premises and remove its personal property therefrom.

Either party shall have the right to terminate this Lease for any reason or no reason at any time by giving sixty (60) calendar days prior written notice to the other party. In the event of termination under this Section, Lessee shall pay compensation as described in Section 5 on prorated basis incurred up to the effective date of termination for which City has not been previously paid."

3. Except as expressly amended herein, all terms and conditions in Lease No. 31767 are ratified and confirmed and shall remain in full force and effect.

/// ///

///

25

26 ///

27 ///

28 ///