OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach. CA 90802-4664

AMENDMENT TO LEASE NO. 33971

THIS AMENDMENT TO LEASE NO. 33971 ("Amendment") is made and entered, in duplicate, as of February 1, 2021 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 a corporation ("Lessee") and between the CITY OF LONG BEACH, a municipal corporation ("Lessee") and WEST 15TH LLC ("Lessor"), as successors-by-assignment to 600 W. 15th Street LLC ("Original Lessor").

WHEREAS, Original Lessor and Lessee entered into Standard Industrial/Commercial Multi-Tenant Lease -- Gross (No. 33971) dated August 19, 2015 (as amended, the "Lease") for warehouse and office space located at 600 West 15th Street; and

WHEREAS, Lessor and Lessee desire to extend the term and increase the base rent;

NOW, THEREFORE, Lessor and Lessee mutually agree as follows:

- 1. This Amendment shall be effective as of the date on which this Amendment is executed by both parties, and all capitalized terms used herein without definition shall have the meanings given them in the Lease.
- 2. The term of the Lease is extended and the Lease is hereby amended so that the Expiration Date (as defined in Section 1.3 of the Lease) shall be September 30, 2021.
- 3. Effective April 1, 2021 and continuing monthly thereafter, the Base Rent (as defined in Section 1.5 of the Lease) shall be increased to Twenty-Three Thousand Seven Hundred Sixty-Four Dollars (\$23,764).
- 4. The Lease is hereby amended so that all monthly additional rent payments due under the Lease, including without limitation Common Area Operating Expenses as described in Section 4.2 of the Lease and increases to property taxes and other expenses as described in Section 52 of the Lease, shall be in an amount equal to

\$950.60.

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4.5. Section 26 of the Lease is hereby amended so that the Holdover Base Rent as determined thereunder shall be equal to 250% of the Base Rent applicable immediately preceding the expiration or termination of the Lease.

5.6. All terms, covenants, and conditions of the Lease and amendments thereto, except as amended herein, shall remain unchanged and in full force and effect.

Exhibit A to this Amendment, and shall otherwise deliver the Leased Premises to Lessor in broom clean condition in discharge of its obligations pursuant to Section 7.4(c) of the Lease. Lessee further agrees to pay to Lessor a one-time amount equal to \$4,500 towards repair of a steel girder constituting a structural element of the Building and Lessee shall have no further obligations with respect to damage to structural elements of the Building whatsoever, such obligations being the responsibility of Lessor pursuant to Section 7.1(a) of the Lease.

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.

WEST 15TH LLC

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3/24/21	, 2021	Ву
		Name: Christopher Marrs
, ,	•	Title: Owner
3/24/21	<u>·</u> , 2021	By HAONEZ
		Name: Catherine Chun/Fang
		Title: Owner
		"Lessor"
		CITY OF LONG BEACH, a municipa
	,	corporation
14	· ·	
4/4/2/	, 2021	By / DVU
1 41		Name Thomas B. Modica
		2

1	Title City Manager
2	"Lessee"
3	
.4	This Amendment to Lease No. 33971 is approved as to form on
5	#pril 13 , 2021.
6	CHARLES PARKIN, City Attorney
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8	By
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EXHIBIT A

SECTION 7.4(C) REPAIRS and OBLIGATIONS

•	Repair and lubricate sliding rear door (on alley	adjacent to the Leased
Premises).	Lubricate sliding front door (on 15th Street)	

Lubricate sliding front door (on 15th Street).
 Replace handle on breakroom sliding door and make the door fully

functional.

Remove exterior cashier's window and replace, and repair and paint wall stucco.

• Remove the wooden bicycle racks and the cold storage units and corresponding heat pumps on the dock.

Remove security cameras

• Lessee will not disturb the improvements made to the electrical system or anything else attached to the walls/floors as seen during the inspection.

Lessee will leave the warehouse space, surrounding fenced yard, dock, and attached alley broom clean.