



## AGENDA REPORT

**Meeting Date:** June 3, 2010  
**Item Number:** F-9  
**To:** Honorable Mayor & City Council  
**From:** Brenda A. Lavender, Real Estate & Property Manager  
**Subject:** **FIFTH AMENDMENT TO LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND HENRY KIM DBA KABUKI BEAUTY SALON**  
**Attachments:** 1. Fifth Amendment to Lease

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### RECOMMENDATION

It is recommended that the City Council approve the Fifth Amendment to Lease by and between the City of Beverly Hills and Henry Kim dba Kabuki Beauty Salon. A copy of the lease is on file with the City Clerk. Kabuki Beauty Salon is located at 333 N. Crescent Drive, Beverly Hills.

### INTRODUCTION

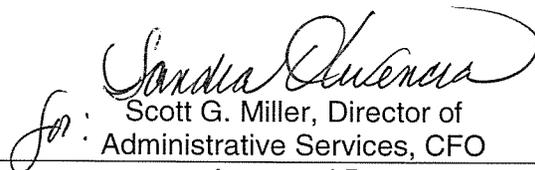
The Fifth Amendment extends the term of the lease by two years, the new expiration date is November 30, 2011.

### DISCUSSION

Kabuki Beauty Salon has been a tenant of the City of Beverly Hills since November 1990 at this location. The base rent during the new term will remain constant at the current rate of \$4,006.00 monthly.

### FISCAL IMPACT

The Fiscal impact of this transaction is a continuation of monthly revenue at \$4,006 monthly and \$48,072.00 annually. There are no out of pocket costs for the City and no interruption of revenue.

  
for: Scott G. Miller, Director of  
Administrative Services, CFO  
Approved By

RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

City of Beverly Hills  
Office of the City Manager  
455 North Rexford Drive  
Beverly Hills, California 90210  
Attn: City Clerk

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[Space Above For Recorder's Use Only]

The undersigned Lessor declares that this Fifth Amendment to Lease is exempt from Recording Fees pursuant to California Government Code Section 27383.

### **FIFTH AMENDMENT TO LEASE**

THIS FIFTH AMENDMENT TO LEASE (this "**Amendment**") is made and entered into as of June \_\_\_, 2010, by and between the CITY OF BEVERLY HILLS ("**Lessor**") and HENRY KIM (dba Kabuki Beauty Salon) ("**Lessee**") with respect to the following recitals:

#### RECITALS

A. Lessor and Lessee executed that certain Lease dated November 16, 1982 (the "**Original Lease**"). The Original Lease was amended by that certain First Amendment to Lease dated as of November 20, 1990, executed by Lessor and Lessee (the "**First Amendment**"); that certain Second Amendment to Lease dated as of November 18, 1997 (the "**Second Amendment**"); that certain Third Amendment to Lease dated as of November 16, 1999 (the "**Third Amendment**") and that certain Fourth Amendment to Lease dated as of July 20, 2004 (the "**Fourth Amendment**"). The Original Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, is hereinafter referred to as the "**Lease.**"

B. The Lease affects a portion of the building located at 333 North Crescent Drive, Beverly Hills, California (the "**Property**").

C. Lessor and Lessee now desire to amend the Lease in order to extend the term of the Lease for an additional two (2) years, as hereinafter set forth.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the rents to be paid hereunder and of the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Extension of Term. Section 3 of the Lease is hereby amended to extend the term of the Lease by an additional two (2) years such that the term of the Lease shall now expire on November 30, 2011. The monthly rent during such extension shall be \$4,006.00 (and shall not be subject to any increase described in Section 4.B of the Lease).

2. Representations and Warranties of Lessee. Lessee hereby represents and warrants to Lessor as of the date hereof that (a) Lessee is not in default under or in breach of the terms and conditions of the Lease and (b) Lessee has not committed any act or omission that, after notice or the passage of time, or both, would constitute an event of default under the Lease.

3. Conflict. In the event of a conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail and control.

4. Continuing Effect. Except as specifically modified hereby, the Lease shall remain unaffected and unchanged by reason of this Amendment. The Lease is hereby ratified and affirmed by Lessor and Lessee and remains in full force and effect as modified hereby.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date and year first above written.

**LESSOR:**

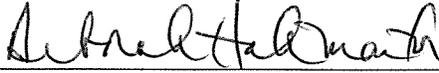
CITY OF BEVERLY HILLS,  
a municipal corporation

By: \_\_\_\_\_  
Jimmy Delshad, Mayor

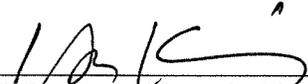
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Byron Pope, City Clerk

  
\_\_\_\_\_  
Laurence S. Wiener, City Attorney

**LESSEE:**

  
\_\_\_\_\_  
HENRY KIM (dba Kabuki Beauty Salon)

**ACKNOWLEDGMENT**

State of California )  
County of Los Angeles )

On 4-30-2010 before me, Harry Lim Kimm, Notary Public  
(insert name and title of the officer)

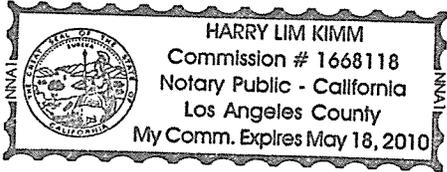
personally appeared Henry K. Kim

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)  
Signature of Notary Public



**ACKNOWLEDGMENT**

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_

who 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.

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Signature \_\_\_\_\_ (Seal)  
Signature of Notary Public