



AGENDA REPORT

Meeting Date: November 15, 2011
Item Number: F-3
To: Honorable Parking Authority Members
From: Brenda Lavender, Real Estate & Property Manager
Subject: AMENDMENT TO LEASE AND REAFFIRMATION BY AND BETWEEN THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS AND LA VALENCIA.
Attachments: 1. Amendment to Lease
Reaffirmation of Lease Guaranty

RECOMMENDATION

It is recommended that the City Council approve the Amendment to Lease, and Reaffirmation by and between The Parking Authority of the City of Beverly Hills and La Valencia. A copy of the amendment and reaffirmation are on file with the City Clerk. La Valencia's leased premise is in the City of Beverly Hills Gardens Building located at 240 N. Beverly Drive.

INTRODUCTION

La Valencia is a local jewelry store located adjacent to the Gardens Building at 256 N. Beverly Drive. La Valencia has leased one of the Vitrine spaces which will continue to be used as display and advertisement for the jewelry store.

DISCUSSION

The amended lease term is two (2) years and the monthly rent is \$675 per month. This is an increase in rent from \$350 to \$675. La Valencia will all reaffirm the lease guaranty. The Vitrine space is 45 square feet. La Valencia was one of the first Vitrine tenants and looks forward to continue on in the current location.

FISCAL IMPACT

There is no out of pocket expense to the City for this lease. The annual revenue for this lease is \$8,100.


Scott G. Miller, Director of
Administrative Services, CFO

Approved By

Attachment 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Parking Authority of the City of
Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attn: Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Landlord declares that this Amendment to Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and is exempt from documentary transfer taxes pursuant to California Revenue and Taxation Code Section 11922.

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "**Amendment**") is made and entered into as of November 15, 2011, by and between THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, a California municipal corporation ("Landlord"), and LA VALENCIA, a California corporation ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Lease dated April 22, 2010 (the "**Lease**"). Capitalized terms used but not defined herein shall have the meaning set forth in the Lease.

B. A Memorandum of Lease executed by Landlord and Tenant was recorded on July 16, 2010 as Document No. 20100976563 in the Official Records of Los Angeles County.

C. The Lease affects a portion of the building located at 240 Beverly Drive, Beverly Hills, California (the "**Property**").

D. Landlord and Tenant now desire to amend the Lease as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Extension of Term. Section 3 of the Lease is hereby amended to extend the lease term to October 31, 2013.

2. Monthly Rent During Extension of Term. The Monthly Rent for the period from November 1, 2011 through October 31, 2013 shall be Six Hundred Seventy-five and No/100 Dollars (\$675.00). Concurrently with its execution and delivery of this Amendment, Tenant shall pay the Monthly Rent for November, 2011.

3. Increase in Security Deposit. Concurrently with its execution and delivery of this Amendment, Tenant shall deposit with Landlord an additional Three Hundred Twenty-five and No/100 Dollars (\$325.00), which shall constitute an increased in the existing \$350.00 security deposit under the Lease and shall be subject to Section 4(d) of the Lease.

4. Improvements Required of Tenant; Maintenance. Tenant shall at all times maintain the Premises and Tenant Improvements and Tenant's personal property, trade fixtures and equipment in the Premises, in a first-class manner, including in first-class condition and repair. The word "good" in Section 11(a) of the Lease is hereby replaced with the words "first-class".

5. 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.

6. 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 Landlord and Tenant and remains in full force and effect as modified hereby.

7. 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, Landlord and Tenant have executed this Amendment as of the date and year first above written.

LANDLORD:

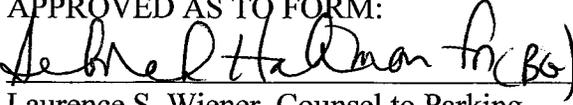
THE PARKING AUTHORITY OF THE CITY
OF BEVERLY HILLS

By: _____
Barry Brucker, Chairman

ATTEST:

Byron Pope, Clerk

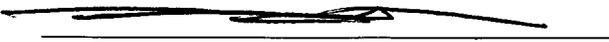
APPROVED AS TO FORM:


Laurence S. Wiener, Counsel to Parking
Authority

APPROVED AS TO CONTENT

Jeffrey Kolin, Executive Director

APPROVED AS TO CONTENT


Scott Miller, Director of Administrative
Services/CFO for the City of Beverly Hills in its
capacity as Property Manager for the Parking
Authority

TENANT:

LA VALENCIA,
a California corporation

By: Syrus Rasmi
Syrus Rasmi
President

REAFFIRMATION

The undersigned ("**Guarantor**") has reviewed the Amendment to Lease to which this Reaffirmation is attached (the "**Amendment**") and hereby consents to the execution and delivery of the Amendment by Tenant, and Guarantor further agrees that the execution and delivery of the Amendment by Tenant shall not impair, limit, abrogate or reduce in any manner or to any extent, the obligations of Guarantor under that certain Guaranty of Lease dated April 22, 2010, executed by Guarantor in favor of the City of Beverly Hills, and that such Guaranty of Lease guarantees the Lease as so amended.

Guarantor acknowledges and agrees that, notwithstanding the execution and delivery of the Amendment by Tenant, (a) Guarantor remains liable under the Guaranty to the fullest extent as if the terms and conditions of the Original Lease were as reflected in the Lease as modified by the Amendment, (b) each of the terms and conditions of, and waivers contained in, the Guaranty remain unmodified and in full force and effect, and (c) Guarantor hereby renews, reaffirms, ratifies and confirms the Guaranty.

Guarantor acknowledges that Landlord would not enter into the Amendment without the execution and delivery of this Reaffirmation.

The execution, delivery and performance by Guarantor of this Reaffirmation is within Guarantor's powers and have been duly authorized by all necessary action by or on behalf of Guarantor. This Reaffirmation shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of laws principles. This Reaffirmation shall inure to the benefit of Landlord and its successors and assigns, and shall be binding upon Guarantor and his respective successors and assigns.

IN WITNESS WHEREOF, Guarantor has executed this Reaffirmation as of November 15, 2011.

GUARANTOR:



SYRUS RASMI

State of California)
County of Los Angeles)

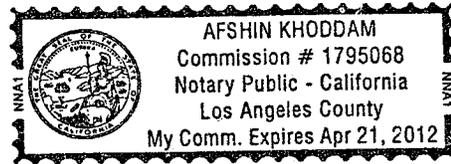
On November 2nd, 2011, before me, AFSHIN KHODDAM,
(insert name and title of the officer)

Notary Public, personally appeared SYRUS RASMI
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)



State of California)
County of _____)

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

Notary Public, 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.

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 _____ (Seal)