



AGENDA REPORT

Meeting Date: April 2, 2013
Item Number: F-3
To: Honorable Parking Authority
From: Brenda A. Lavender, Real Estate & Property Manager
Subject: SIXTH AMENDMENT OF LEASE BY AND BETWEEN THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS AND SHAHRAM SAEEDIAN AND BIJAN DADFARIN DBA BEVERLY HILLS MARKET
Attachments: 1. Sixth Amendment of Lease

RECOMMENDATION

It is recommended that the City Council approve the Sixth Amendment of Lease by and between The Parking Authority of the City of Beverly Hills and Shahram Saeedian and Bijan Dadfarin dba Beverly Hills Market. A copy of the lease is on file with the City Clerk. Beverly Hills Market has been a long-standing tenant of the City at the 303 N. Crescent Drive.

INTRODUCTION

This amendment extends the 15% rent reduction that was granted in the Third and Fourth and Fifth Amendments for 9 additional months. BH Market will continue to pay \$6,203.96 monthly through March 31, 2014.

DISCUSSION

BH Market is one of the City's Crescent Drive Tenants with rental rates well below market. City has continued its commitment to the community by providing below market rental rates to local serving businesses such as BH Market so that these businesses are able to stay in the City and provide quality, and convenient community services.

The changes in the economy continues to affect the market's sales, and although the market has taken measures to cut costs such as cutting employee hours and changing their ordering systems, they are still not able to compete with larger markets who have decreased their prices to attract more customers. As a condition of extending the

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reduced rent, the Market will make additional improvements to the store, the details of which will be provided for Parking Authority approval by August 1, 2013.

FISCAL IMPACT

The fiscal impact of this request is a \$13,137.84 reduction in annual revenue.



Noel Marquis, Acting 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: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Lessor declares that this Sixth Amendment of 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.

SIXTH AMENDMENT OF LEASE

THIS SIXTH AMENDMENT OF LEASE (this “**Sixth Amendment**”) is dated as of April 2, 2013, and is entered into by and between THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, a parking authority established pursuant to the Parking Law of 1949 of the State of California (“**Lessor**”) and SHAHRAM SAEEDIAN and BIJAN DADFARIN (dba Beverly Hills Market) (collectively “**Lessee**”).

RECITALS

A. The City of Beverly Hills, as lessor, and Lessee entered into that certain “City of Beverly Hills Lease – Site “A” North 333 North Crescent Drive” dated as of September 22, 1998 and amended said lease by an Amendment of Lease dated November 18, 2008, a Second Amendment of Lease dated March 2, 2010, a Third Amendment of Lease dated August 3, 2010, a Fourth Amendment of Lease dated July 7, 2011 and a Fifth Amendment of Lease dated June 19, 2012 (the “**Lease**”). Capitalized terms used herein but not defined shall have the meanings set forth in the Lease.

B. A Memorandum of Lease dated November 18, 2008 was recorded on January 12, 2009 as Document No. 20090038985 in the Official Records of Los Angeles County, California.

C. The Lease affects a portion (the “**Premises**”) of the building located at 333 North Crescent Drive, Beverly Hills, California, consisting of: (i) retail shop space containing approximately 3,738 square feet of rentable area; (ii) storage space; (iii) a license to use Patio space; and (iv) a license to use an area for a vending cart.

D. The City of Beverly Hills has conveyed the Building to Lessor.

E. Lessor and Lessee desire to further amend the Lease as hereinafter set forth.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Extension of Rent Reduction. As of June 1, 2013, Base Monthly Rent under Section 4 of the Lease shall remain \$6,203.96, and such Base Monthly Rent rate shall continue until March 31, 2014, at which time the Base Monthly Rent shall increase to \$9,371.71 (and shall thereafter be adjusted in accordance with the terms of Section 4 of the Lease) **provided** that Lessee delivers to Lessor on or before August 1, 2013, for Lessor's written approval, detailed plans for Lessee's remodeling of its delicatessen and catering departments (which will possibly include some exterior renovations) and Lessee thereafter diligently obtains all required permits and approvals for such plans and work, and then diligently prosecutes such work at completion.

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

3. Counterparts. This Sixth 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.

4. Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

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

LESSOR:

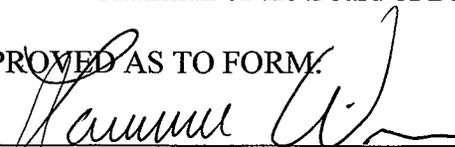
THE PARKING AUTHORITY OF THE CITY
OF BEVERLY HILLS

By: _____
Print Name: John A. Mirisch
Chairman of the Board of Directors

ATTEST:

APPROVED AS TO FORM.

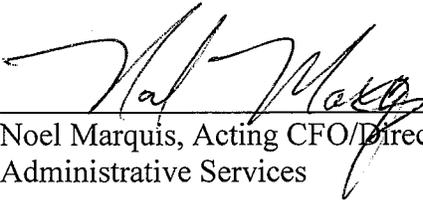
Byron Pope, Secretary to the Board of
Directors



Laurence S. Wiener,
Authority Counsel

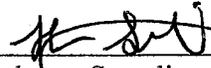
APPROVED AS TO CONTENT:

Jeffrey Kolin, ICMA-CM, Executive Director



Noel Marquis, Acting CFO/Director of
Administrative Services

LESSEE:



Shahram Saeedian



Bijan Dadfarin

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

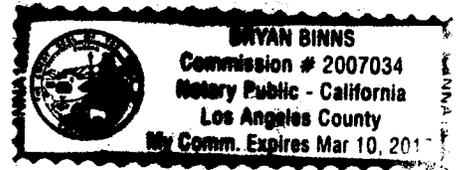
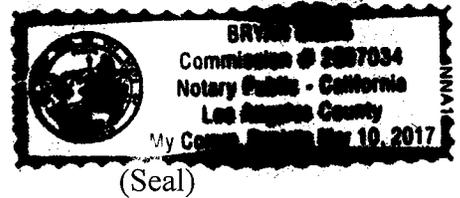
On March 20, 2013, before me, Bryan Binns
(insert name and title of the officer)

Notary Public, personally appeared SHAHEAN SAEEDIAN,
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 



ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On March 20, 2013, before me, Bryan Binns
(insert name and title of the officer)

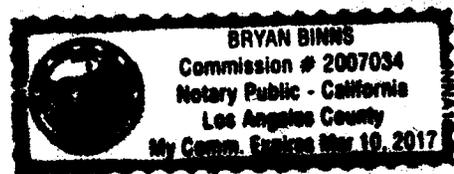
Notary Public, personally appeared BISAN DADFARIN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their 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)



ACKNOWLEDGMENT

State of California)
County of Los Angeles)

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
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(Seal)