



## **AGENDA REPORT**

**Meeting Date:** February 18, 2014  
**Item Number:** D-2  
**To:** Honorable Parking Authority  
**From:** Brenda A. Lavender, Real Estate & Property Manager  
**Subject:** SEVENTH AMENDMENT TO LEASE BY AND BETWEEN THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS AND KAZUMI KIM DBA KABUKI BEAUTY SALON  
**Attachments:** 1. Seventh Amendment to Lease

---

### **RECOMMENDATION**

It is recommended that the Parking Authority approve the Seventh Amendment to Lease by and between The Parking Authority of the City of Beverly Hills and Kazumi Kim dba Kabuki Beauty Salon. A copy of the Amendment is on file with the City Clerk. Kabuki Beauty Salon is located at 313 N. Crescent Drive.

### **INTRODUCTION**

Kabuki Beauty Salon is one of the long-standing Crescent Drive Tenants; the original lease for the salon was approved in 1982. This amendment extends the lease term by five (5) years from December 1, 2013 through November 30, 2018.

### **DISCUSSION**

Kabuki Beauty Salon is one of the City's Crescent Drive Tenants with rental rates well below market. The City has continued its commitment to the community by providing below market rental rates to businesses such as Kabuki Beauty Salon so that these businesses are able to stay in the City and provide quality community services.

Since the death of Mr. Henry Kim in November 2010, Mrs. Kazumi Kim has operated the business at this location. The Six Amendment to Lease was the first lease extension without Mr. Kim. Mrs. Kim has maintained the location and operated the shop consistent with the lease conditions.

Meeting Date: February 18, 2014

The rent at the start of this lease extension will remain the same at \$4,083.32 monthly which is \$3.17/SF monthly. The rent will increase annually thereafter by the consumer price index.

**FISCAL IMPACT**

There is no fiscal impact for this lease renewal because the rent will not change for the first fiscal year. There are no out of pocket costs for the City.

David Lightner, Deputy City   
Manager/Director of Capital Assets  
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 Seventh Amendment to Lease is exempt from Recording Fees pursuant to California Government Code Section 27383.

### SEVENTH AMENDMENT TO LEASE

THIS SEVENTH AMENDMENT TO LEASE (this "**Amendment**") is made and entered into as of February 18, 2014, by and between THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS ("**Lessor**") and KAZUMI KIM (dba Kabuki Beauty Salon) ("**Lessee**").

### RECITALS

A. Lessor and Henry Kim executed that certain Lease dated November 16, 1982 (the "**Original Lease**"). The Original Lease was amended by that certain unrecorded First Amendment to Lease dated as of November 20, 1990, executed by Lessor and Lessee (the "**First Amendment**"); that certain unrecorded Second Amendment to Lease dated as of November 18, 1997 (the "**Second Amendment**"); that certain unrecorded 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 that was recorded on September 23, 2004 as Document No. 04-2451905 in the Official Records of Los Angeles County, California (the "**Fourth Amendment**"); that certain Fifth Amendment to Lease dated as of June 3, 2010 recorded on July 16, 2010 as Document No. 20100976562 in such Official Records (the "**Fifth Amendment**"); and that certain Sixth Amendment to Lease dated as of May 17, 2011 recorded on July 5, 2011 as Document No. 20110905538 in such Official Records (the "**Sixth Amendment**"). The Original Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment, is hereinafter referred to as the "**Lease.**"

B. The Lease affects a portion ("**Premises**") of the building located at 333 North Crescent Drive, Beverly Hills, California (the "**Property**"), which has been acquired by the Parking Authority of the City of Beverly Hills (i.e., the "**Lessor**" herein).

C. Henry Kim is deceased. Henry Kim did not have a will and Kazumi Kim is his sole surviving relative. Kazumi Kim has been operating Kabuki Beauty Salon in the Premises during the entire term of the Lease.

D. In connection with the Sixth Amendment, Kazumi Kim executed a Guaranty of Lease dated May 17, 2011 (the “**Lease Guaranty**”).

E. Lessor and Lessee now desire to further amend the Lease.

### A G R E E M E N T

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 Lease Term. The term of the Lease is hereby extended to November 30, 2018. On December 1, 2013, the monthly rent under Section 4 of the Lease shall increase to \$4,083.32 and shall be adjusted on each anniversary of December 1, 2013 by the increase in the Index over the previous year in accordance with Section 4.B of the Lease.

2. Parking. Lessee shall have the right, but not the obligation, to obtain up to two (2) parking passes for unreserved parking at Lessor’s parking facility at 333 N. Crescent Drive. Lessee shall pay to Lessor, as additional rent, under the Lease, the prevailing rate charged by lessor for such parking passes (which may increase from time to time).

3. 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.

4. 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.

5. 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.

6. 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:**

THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS,  
a municipal corporation

By: \_\_\_\_\_

John A. Mirisch,  
Chairman of the Board

**ATTEST:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Byron Pope, Secretary of the Board

*[Signature]* (CBE)  
for Laurence S. Wiener,  
Parking Authority Counsel

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeffrey Kolin, Executive Director

*[Signature]*  
David Lightner  
Director of Capital Assets & Deputy City Manager

**LESSEE:**

*[Signature]*  
KAZUMI KIM (dba Kabuki Beauty Salon)

**CONSENT AND REAFFIRMATION OF GUARANTOR:**

The undersigned, as guarantor under the Lease Guaranty, hereby consents to the foregoing Seventh Amendment and reaffirms her obligations under the Lease Guaranty with respect to the Lease, as amended by the Seventh Amendment.

*[Signature]*  
KAZUMI KIM (dba Kabuki Beauty Salon)

ACKNOWLEDGMENT

State of California )
County of LOS ANGELES )

MICHAEL JAY SCHNEIDERMAN, NOTARY PUBLIC

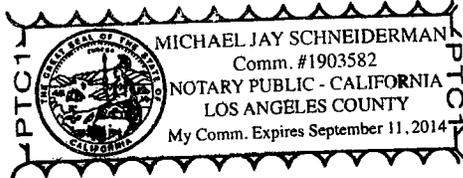
On FEBRUARY 6, 2014 before me, (insert name and title of the officer)

personally appeared KAZUMI 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 Michael Jay Schneiderman (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.

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)
Signature of Notary Public