

1 County of Los Angeles, State of California, commonly known as 223 Marina Drive, Long
2 Beach, California 90803 and shown on Exhibit "A" (hereinafter "Premises"), upon the
3 terms and conditions expressed herein. Exhibit "A" is by this reference made a part
4 hereof.

5 Said Premises does not include the use and occupancy, including access
6 to, a storage shed (approximately 180 square feet) located on the Premises. The City
7 Council of the City of Long Beach granted the Little Ships Fleet Yacht Club permission to
8 access and use this storage shed pursuant to Permit No. 28228. The permitted use of
9 this storage shed is limited to storage of boating equipment and supplies and for no other
10 purpose without the prior written consent of the Director of Parks, Recreation and Marine.

11 Lessee may apply to Lessor for a day-to-day, week-to-week or month-to-
12 month vessel permit for dock space adjacent to or near the Premises, subject to
13 availability. Any such permit, if granted to Lessee, shall be subject to all terms and
14 conditions contained in the Long Beach Municipal Code, any and all rules and
15 regulations, and current commercial dock space rental rates. Notwithstanding the
16 foregoing, Lessor reserves the right to allow others to use all dock space adjacent to the
17 Premises not under permit to Lessee.

18 4. TERM. A. The term of this Lease shall be one (1) year commencing
19 on December 1, 2007, and ending at midnight on November 30, 2008.

20 B. Lessee shall have the option to exercise two (2), one-year options for
21 renewal. The City Manager or his designee shall be authorized to execute the renewal
22 options. Lessee shall give notice to Lessor that Lessee is exercising an option at least
23 ninety (90) days prior to the expiration of the original term or any extended term.

24 C. This Lease is revocable by either party upon ninety (90) days' written
25 notice to the other party. Upon termination of this Lease, Lessee shall quit and surrender
26 possession of the Premises and remove its personal property therefrom.

27 5. REQUIRED SERVICES AND USES - LIMITATION ON USE.

28 Lessee, during the term, shall use the Premises for the operation of a yacht club office,

1 including use for meetings and social events, but for no other use or uses without the
2 prior written consent of Lessor's Director of Parks, Recreation and Marine (hereinafter
3 "Director").

4 6. RENT. Lessee shall pay to Lessor rent for each month during the
5 term in the amount of \$676.00 due on the 1st of each month.

6 a. On each anniversary of the Lease, Lessee's rent shall be adjusted
7 and Lessee shall pay the annual rent paid for the immediately preceding year (base rent),
8 plus an amount which is equal to the base rent multiplied by the Consumer Price Index
9 adjuster for the Los Angeles-Riverside-Orange County, California area.

10 RENT PAYMENT PROCEDURE AND ACCOUNTING.

11 b. Date and Place of Payment and Filing: Rent payments shall be
12 delivered on the first day of each month to the Department of Parks, Recreation and
13 Marine, 2760 Studebaker Road, Long Beach, California 90815. The designated place of
14 payment and filing may be changed at any time by Lessor upon written notice to Lessee.
15 Rentals may be paid by check made payable to the City of Long Beach.

16 c. Charge for Late Payment. Rent not paid when due shall bear
17 interest at the rate of 10% per annum from the date due until paid.

18 7. NOTICE. Any notice, demand, request, consent, approval or
19 communication that either party desires or is required to give to the other party or any
20 other person shall be in writing and either served personally or sent by prepaid, first class
21 mail. Any notice, demand, request, consent, approval or communication that either party
22 desires or is required to give to the other party shall be addressed to the other party at
23 the address set forth below:

24	TO: <u>Lessor</u>	TO: <u>Lessee</u>
25		
26	City of Long Beach	NAVY YACHT CLUB - LONG BEACH
27	Attention: City Manager	223 Marina Drive
28	333 W. Ocean Blvd.	Long Beach, CA 90803
	Long Beach, CA 90802	

1 With a copy to: Director of Parks, Recreation & Marine
2 2760 Studebaker Road
3 Long Beach, CA 90815-1697

4 Either party may change its address by notifying the other party of the
5 change of address. Notice shall be deemed communicated within forty-eight (48) hours
6 from the time of mailing, if mailed as provided in this paragraph.

7 8. UTILITIES. Lessee shall make all arrangements for and pay for all
8 telephone service and for any connection charges related thereto. Lessor shall provide,
9 at its cost, water, electric and refuse services to the Premises.

10 9. SIGNS. Lessee shall not place or install on the exterior of the
11 Premises any sign advertising its business; provided, however, Lessee, with the prior
12 written approval of the Director, and in compliance with the provisions of the Long Beach
13 Municipal Code pertaining to signs and billboards, may place lettering or signs on or
14 about the Premises.

15 10. DESTRUCTION. If, during the term, any of the structures or
16 improvements on the Premises are destroyed from any cause or in the event said
17 structures or improvements are declared unsafe or unfit for use and occupancy by any
18 public agency having jurisdiction, either party may terminate this Lease upon (30) days'
19 written notice to the other.

20 11. MAINTENANCE AND ALTERATION.

21 a. Lessor's Obligation: Lessor shall maintain or cause to be
22 maintained, including repair and replacement as necessary to the roof only. Lessee shall
23 promptly notify Lessor, in writing, of any work of repair which is Lessor's obligation.

24 b. Lessee's Obligation: Except as provided in subparagraph a. above,
25 Lessee shall, to the satisfaction of Lessor, keep and maintain the entire Premises,
26 including the plate glass windows, interior and exterior paint, electrical systems, and
27 window and floor coverings in good condition and in substantial repair as acceptable to
28 the City. It shall be Lessee's responsibility to take all steps necessary or appropriate to
maintain such a standard of condition and repair. Lessee expressly agrees to maintain

1 the Premises, the areas adjacent thereto, including the landscaping within 75 feet of the
2 Premises, and said furniture, furnishings, and equipment in a safe, clean, wholesome and
3 sanitary condition and to keep the Premises free and clear of rubbish and litter in
4 compliance with all applicable laws. Lessee shall make no alterations to the Premises
5 without the prior written consent and approval of the Director. Lessor shall have the right
6 to enter upon and inspect the Premises at any time for cleanliness and safety. Lessee
7 has inspected the Premises and accepts same in an "as is" condition.

8 c. Lessor's Right to Repair: If Lessee fails to maintain or make repairs
9 or replacements as required herein, Lessor may notify Lessee in writing of said failure.
10 Should Lessee fail to correct the situation within a reasonable time thereafter, as
11 established by Lessor, Lessor may, but shall not be required to do so, make the
12 necessary correction and the cost thereof, including, but not limited to, the cost of labor,
13 materials, and equipment and administration, shall be deemed additional rent to be paid
14 by Lessee within ten (10) days of receipt of a statement of said cost from Lessor. Lessor
15 may, at its option, choose other remedies available herein, or by law.

16 12. INSURANCE. Concurrent with the execution of this Lease and in
17 partial performance of Lessee's obligations hereunder, Lessee shall procure and
18 maintain, at its cost, during the term of this Lease and any extensions or renewals
19 thereof, from an insurer admitted in California or having a minimum rating of or equivalent
20 to A:VIII in Best's Insurance Guide:

21 a. Comprehensive General Liability insurance including products,
22 watercraft, and fire legal liability with a combined single limit of at least \$1,000,000 for
23 each occurrence or Two Million Dollars (\$2,000,000) general aggregate. City, its officials,
24 employees and agents shall be covered as additional insureds with respect to liability
25 arising from activities performed by or on behalf of Lessee. Said insurance shall be
26 primary insurance with respect to City and shall contain a cross-liability endorsement.

27 b. "All Risk" property insurance in an amount sufficient to cover the full
28 replacement value of Lessee's personal property, improvements and equipment on the

1 Premises.

2 c. Upon the execution of this Lease, Lessee shall deliver to City
3 certificates of insurance with original endorsements evidencing the coverage required by
4 this Lease. The certificates and endorsements shall be signed by a person authorized by
5 the insurer to bind coverage on its behalf. City reserves the right to require complete
6 certified copies of all policies at any time.

7 d. Said insurance shall contain an endorsement requiring thirty (30)
8 days' prior written notice from insurers to City before cancellation or change of coverage.

9 e. Said insurances may provide for such deductibles or self-insured
10 retention as may be acceptable to the City Manager or his designee. In the event such
11 insurance does provide for deductibles or self-insured retention, Lessee agrees that it will
12 fully protect City, its officials, and employees in the same manner as these interests
13 would have been protected had the policy or policies not contained a deductible or
14 retention provisions. With respect to damage to property, City and Lessee hereby waive
15 all rights of subrogation, one against the other, but only to the extent that collectible
16 commercial insurance is available for said damage.

17 f. Not more frequently than every two (2) years, if, in the opinion of
18 City, or of an insurance broker retained by City, the amount of the foregoing insurance
19 coverages is not adequate, Lessee shall increase the insurance coverage as required by
20 City.

21 g. The procuring of said retention shall not be construed as a limitation
22 on Lessee's liability or as full performance on Lessee's part of the indemnification and
23 hold harmless provisions of this Lease; and Lessee understands and agrees that,
24 notwithstanding any insurance, Lessee's obligation to defend, indemnify and hold City, its
25 officials and employees harmless hereunder is for the full and total amount of any
26 damage, injuries, loss, expense, costs or liabilities caused by the condition of the
27 Premises or in any manner connected with or attributed to the acts or omissions of
28 Lessee, its officers, agents, employees, subtenants, licensees, patrons or visitors, or the

1 operations conducted by Lessee, or the Lessee's use, misuse or neglect of the Premises.

2 h. Any modification or waiver of the insurance requirements herein shall
3 only be made with the written approval of the City's Risk Manager or designee.

4 13. INDEMNITY AND EXCULPATION.

5 a. Exculpation of Lessor: Lessor, its boards, commissions, officials and
6 employees shall not be liable for and Lessee hereby waives all claims against them for
7 loss, theft, or damage to equipment, furniture, trade fixtures, furnishings, records, and
8 other personal property in, or at the Premises, for loss or damage to Lessee's business,
9 or injury to or death of persons in, on or at the Premises from any cause except to the
10 extent caused by the gross negligence or willful misconduct of Lessor, its Board,
11 commissions, officials and employees.

12 b. Indemnity: Lessee shall defend, indemnify and hold harmless, the
13 City of Long Beach, its Boards and Commissioners, its officials, employees (collectively
14 "City") and agents, from and against any and all liability, claims, demands, damage, loss,
15 causes of action, proceedings, penalties, costs, and expenses (including attorneys' fees,
16 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim").
17 Claims include, by way of example, but are not limited to: Claims for prevailing wage,
18 property damage, personal injury or death arising in whole or in part from the negligence
19 act or omission of Lessee, its officers, employees, agents, contractors or anyone under
20 Lessee's control (collectively "Indemnitor"); Lessee's breach of this Lease;
21 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
22 to workers' compensation. Independent of the duty to indemnify and as a free-standing
23 duty on the part of Lessee, Lessee shall defend the City and shall continue such defense
24 until the Claim (including allegations in a Claim) is resolved, whether by settlement,
25 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on
26 the part of Indemnitor shall be required for the duty to defend to arise. Lessee shall notify
27 the City of any Claim within ten (10) days. Likewise, City shall notify Lessee of any Claim
28 and shall assist Lessee, as may be reasonably requested, in such defense.

1 14. DAMAGE TO PREMISES. With the exception of ordinary wear and
2 tear, Lessee shall be liable for and shall pay the cost of any and all loss, injury or damage
3 to the Premises or any equipment on said Premises, by or on account of any act or
4 omission by Lessee, Lessee's employees, agents, invitees, or licenses.

5 15. TAXES AND ASSESSMENTS. Lessee recognizes and understands
6 that this Lease may create a possessory interest subject to property taxation and that the
7 Lessee may be subject to the payment of property taxes levied on such interest. All
8 taxes and assessments which become due and payable upon the Premises or upon
9 fixtures, equipment, or other property installed or constructed thereon, shall be the full
10 responsibility of Lessee, and Lessee shall cause said taxes and assessments to be paid
11 promptly.

12 16. UNLAWFUL USE. Lessee agrees that no improvements shall be
13 erected, placed upon, operated, nor maintained upon the Premises, nor any business
14 conducted or carried on therein or therefrom, in violation of the terms of this Lease, or of
15 any regulation, order, law, statute, or ordinance of a governmental agency having
16 jurisdiction.

17 17. LESSEE'S PERSONAL PROPERTY. Upon the termination of this
18 Lease (whether by lapse of time or otherwise), Lessee shall promptly remove all of its
19 inventory, furniture, fixtures, and equipment, alterations and improvements and restore
20 the Premises to the condition existing at the commencement date of this Lease,
21 reasonable wear and tear excepted. If Lessee abandons the Premises, is dispossessed
22 thereof by process of law, or otherwise vacates the property, title to any personal
23 property belonging to Lessee and left on the Premises forty-five (45) days after such
24 abandonment, dispossession, or vacation shall be deemed to have been transferred to
25 Lessor. Lessor shall have the right to remove and to dispose of such property without
26 liability therefor to Lessee or to any person claiming under Lessee, and shall have no
27 need to account therefor. Lessee hereby designates Lessor's City Manager as its
28 attorney-in-fact to execute and deliver such documents as may be reasonably required to

1 dispose of such abandoned property and transfer title thereto.

2 18. HOLDING OVER. In the event Lessee shall continue in possession
3 of the Premises after the expiration of the lease term, such possession shall not be
4 considered a renewal of this Lease but a tenancy from month to month and shall be
5 governed by the conditions and covenants contained in this Lease.

6 19. ASSIGNING, SUBLETTING, AND ENCUMBERING. Lessee shall
7 not voluntarily transfer, assign, sublet, or encumber its interests in this Lease without
8 Lessor's prior written approval, which consent shall not be unreasonably withheld. Any
9 transfer, assignment, subletting, or encumbering, whether voluntary or involuntary,
10 without Lessor's consent shall constitute a default and shall be voidable at Lessor's
11 election. No consent to any transfer, assignment, subletting, or encumbering shall
12 constitute a further waiver of the provisions of this paragraph. Any assignee of Lessee
13 shall execute an agreement running to Lessor assuming Lessee's obligations under this
14 Lease. Lessee shall remain fully obligated to Lessor under this Lease notwithstanding
15 any transfer, assignment, subletting, or encumbering of any indulgence granted by
16 Lessor to Lessee or to any transferee, assignee, sublessee, or secured lender unless
17 released in writing by Lessor.

18 20. SUCCESSORS IN INTEREST. Unless otherwise provided in this
19 Lease, the terms, covenants and conditions contained herein shall apply to and bind the
20 heirs, successors, executors, administrators, and assigns of all the parties hereto.

21 21. LESSEE'S DEFAULT. The occurrence of any of the following shall
22 constitute a default by Lessee

23 a. Failure to pay rent when due, if the failure continues for five (5) days
24 after notice has been given to Lessee.

25 b. Failure to perform any of the provisions of this Lease, if the failure to
26 perform is not cured within thirty (30) days after notice has been given to Lessee. If the
27 default cannot reasonably be cured within said thirty (30) days, Lessee shall not be in
28 default of this Lease, if Lessee commences to cure the default within the thirty (30) day

1 period and diligently, and in good faith, continues to cure the default.

2 Notices given under this paragraph shall specify the alleged default and the
3 applicable Lease provisions, and shall demand that Lessee perform the provisions of the
4 Lease or pay the rent that is in arrears, as the case may be, within the applicable period
5 of time or quit the Premises. No such notice shall be deemed a forfeiture or a termination
6 of this Lease unless Lessor so elects in the notice.

7 22. LESSOR'S REMEDIES. Lessor shall have the following remedies if
8 Lessee commits a default. These remedies are not exclusive; they are cumulative in
9 addition to any remedies now or later allowed by law. Lessor can continue this Lease in
10 full force and effect, and the Lease will continue in effect as long as Lessor does not
11 terminate Lessee's right to possession, and Lessor shall have the right to collect rent
12 when due. During the period Lessee is in default, Lessor can enter the Premises and
13 relet them, or any part of them, to third parties for Lessee's account. Lessee shall be
14 liable immediately to Lessor for all costs Lessor incurs in reletting the Premises,
15 including, without limitation, broker's commissions, expenses of remodeling the Premises
16 required by the reletting, and like costs. Reletting can be for a period shorter or longer
17 than the remaining term of this Lease. Lessee shall pay to Lessor the rent due out of this
18 Lease on the dates the rent is due, less the rent Lessor receives from any reletting. No
19 act by Lessor allowed by this paragraph shall terminate this Lease unless Lessor notifies
20 Lessee that Lessor elects to terminate this Lease. After Lessee's default, and for as long
21 as Lessor does not terminate Lessee's right to possession of the Premises, if Lessee
22 obtains Lessor's consent, Lessee shall have the right to assign or sublet its interests in
23 this Lease, but Lessee shall not be released from liability.

24 Lessor can terminate Lessee's right to possession of the Premises at any
25 time. No act by Lessor other than giving notice to Lessee shall terminate this Lease.
26 Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on
27 Lessor's initiative to protect Lessor's interest under this Lease shall not constitute a
28 termination of Lessee's right to possession. On termination, Lessor has the right to

1 recover from Lessee:

2 a. The worth, at the time of the award of the unpaid rent that had been
3 earned at the time of the termination of this Lease.

4 b. The worth, at the time of the award of the amount by which the
5 unpaid rent that would have been earned after the date of termination of this Lease until
6 the time of award exceeds the amount of the loss of rent that Lessee proves could have
7 been reasonably avoided.

8 c. The worth, at the time of the award of the amount by which the
9 unpaid rent for the balance of the term after the time of award exceeds the amount of the
10 loss of rent that Lessee proves could have been reasonably avoided.

11 d. Any other amount and court costs, necessary to compensate Lessor
12 for all detriments proximately caused by Lessee's default.

13 "The worth, at the time of the award," as used in a. and b. above is to be
14 computed by allowing interest at the rate of 10% per annum. "The worth, at the time of
15 the award," as referred to in c. above is to be computed by discounting the amount at the
16 discount of the Federal Reserve Bank of San Francisco at the time of the award, plus
17 1%.

18 If Lessee is in default of this Lease, Lessor shall have the right to have a
19 receiver appointed to collect and conduct Lessee's business. Neither the filing of a
20 petition for the appointment of a receiver nor the appointment itself shall constitute an
21 election by Lessor to terminate this Lease.

22 Lessor, at any time after Lessee commits a default, can cure the default at
23 Lessee's cost. If Lessor, at any time, by reason of Lessee's default pays any sum or
24 does any act that requires the payment of any sum, the sum paid by Lessor shall be
25 immediately due from Lessee to Lessor at the time the sum is paid, and if paid at a later
26 date shall bear interest at the rate of 10% per annum from the date the sum is paid by
27 Lessor until Lessor is reimbursed by Lessee. The sum, together with the interest on it,
28 shall be deemed additional rent.

1 23. LESSOR'S DEFAULT. Lessor shall be in default of this Lease if it
2 fails or refuses to perform any provision of this Lease that it is obligated to perform if the
3 failure to perform is not cured within sixty (60) days after notice of the default has been
4 given by Lessee to Lessor. If the default cannot be reasonably cured within sixty (60)
5 days, Lessor shall not be in default of this Lease if Lessor commences to cure the default
6 within the sixty (60) day period and diligently and in good faith continues to cure the
7 default.

8 24. QUITCLAIM OF LESSEE'S INTERESTS UPON TERMINATION.
9 Upon termination of this Lease for any reason, including, but not limited to, termination
10 because of default by Lessee, Lessee shall execute, acknowledge and deliver to Lessor
11 within thirty (30) days after receipt of written demand therefor, a good and sufficient deed
12 whereby all right, title and interests of Lessee in the Premises is quitclaimed to Lessor.

13 25. TOTAL TAKING. If, after the effective date, the whole of the
14 Premises, or other improvements to be made by Lessee shall be taken by right of
15 eminent domain or otherwise for any public or quasi-public use, then, when possession
16 shall be taken thereunder by the condemner, or the Lessee is deprived of its practical use
17 of the Premises, and other improvements, whichever date is earlier, this Lease and all
18 rights of Lessor and Lessee hereunder, shall terminate and any rent and all other
19 payments required of Lessee shall be apportioned between the parties. In the event of a
20 partial taking, as a result of which the remaining portion of the Premises, or any other
21 improvements on the Premises cannot be restored to an economically operable facility of
22 a comparable kind and quality to the facility existing prior to the taking with the
23 condemnation awards received by Lessee, then this Lease, at Lessee's option, shall
24 terminate as of the time when possession of the Premises shall be taken by the
25 condemner or Lessee is deprived of its practical use thereof, whichever date is earlier.

26 26. PARTIAL TAKING. If, after the effective date, a portion of the
27 Premises or any other improvements shall be taken by right of eminent domain or
28 otherwise for any public or quasi-public use and the remaining portion of the Premises

1 and improvements can be restored by Lessee to an economically operable facility of
2 comparable kind and quality to the facility existing prior to the taking, then this Lease
3 shall not be affected and Lessee shall retain the remaining portion of the Premises;
4 provided, however, the fixed minimum rent as the total amount that is in the same ratio to
5 the fixed minimum rent as the total number of square feet in the Premises taken bears to
6 the total number of square feet in the Premises immediately before the date of taking.

7 27. EMINENT DOMAIN AWARD. If there is a taking by right of eminent
8 domain, the rights and obligations of the parties with reference to the award and the
9 distribution thereof shall be determined in accordance with the provisions of this section.
10 The award shall belong to and be paid to Lessor, except that Lessee shall receive from
11 the award the following:

12 a. A sum attributable to the value of Lessee's leasehold estate
13 including improvements, which sum shall be first applied toward any outstanding balance
14 due a Lessee's lender.

15 b. A sum attributable to severance damages to be used solely for the
16 restoration of the other improvements upon the Premises.

17 c. A sum attributable to loss of goodwill.

18 28. AMENDMENTS. This Lease sets forth all of the agreements and
19 understandings of the parties and any modification must be in writing duly executed by
20 both parties.

21 29. CAPTIONS. The captions and the table of contents of this Lease
22 shall have no effect on its interpretation.

23 30. PROVISIONS ARE COVENANTS AND CONDITIONS. All
24 provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be
25 both covenants and conditions.

26 31. CALIFORNIA LAW. This Lease shall be construed and interpreted
27 in accordance with the laws of the State of California.

28 32. ATTORNEYS' FEES. In any action or proceeding relating to this

1 Lease, the prevailing party shall be entitled to its costs, including reasonable attorneys'
2 fees.

3 33. WAIVER. No delay or omission in the exercise of any right or
4 remedy of Lessor on any default by Lessee shall impair such a right or remedy or be
5 construed as a waiver.

6 The receipt and acceptance by Lessor of delinquent rent shall not constitute
7 a waiver of any other defaults; it shall constitute only a waiver of timely payment for the
8 rent payment involved.

9 No act or conduct of Lessor, including, without limitation, the acceptance of
10 the keys to the Premises, shall constitute an acceptance of the surrender of the Premises
11 by Lessee before the expiration of the term. Only a notice from Lessor to Lessee shall
12 constitute an acceptance of the surrender of the Premises and accomplish a termination
13 of the Lease. Lessor's consent or approval shall not be deemed to waive or render
14 unnecessary Lessor's consent to or approval of any subsequent act by Lessee.

15 Any waiver by Lessor of any default must be in writing and shall not be a
16 waiver of any other default concerning the same or any other provision of the Lease.

17 34. NONDISCRIMINATION. In the performance of this Lease, Lessee
18 agrees not to discriminate against any employee or applicant for employment or service
19 on the basis of race, color, religion, ancestry, sex, sexual orientation, AIDS, AIDS related
20 condition, national origin, age, marital status, disability, handicap or veteran status.
21 Lessee shall at all times comply with the Americans with Disabilities Act ("ADA") and shall
22 sole responsibility for providing access at and on the Premises as required by the ADA.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Lessee shall at all times comply with the Americans with Disabilities Act ("ADA") and shall
2 sole responsibility for providing access at and on the Premises as required by the ADA.

3 NAVY YACHT CLUB - LONG BEACH, a
4 California nonprofit corporation

5 Dated 3/30/2008, 2008 By Allen Kent

6 Allen Kent
7 (Type or Print Name)

8 Dated 3/30/2008, 2008 By Ronald A. Warren

9 Ronald A. Warren
10 (Type or Print Name)

11 "Lessee"

12 CITY OF LONG BEACH, a municipal
13 Corporation

14 Dated April 21, 2008 By [Signature] Assistant City Manager
15 Title EXECUTED PURSUANT
16 TO SECTION 301 OF
17 THE CITY CHARTER.

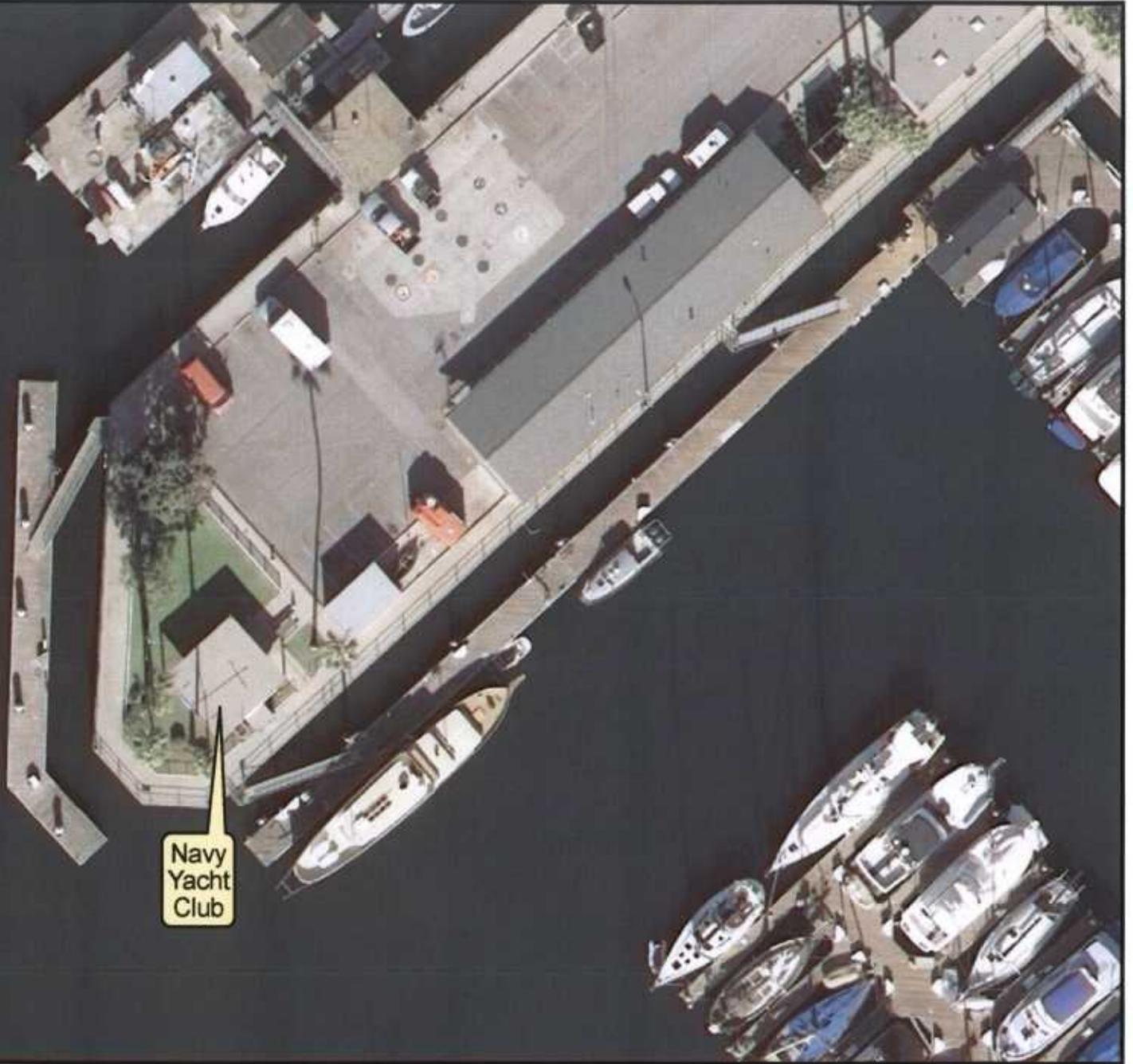
18 "Lessor"

19 The foregoing Lease is hereby approved as to form this 14th day of
20 April 2008.

21 ROBERT E. SHANNON, City Attorney

22 By [Signature]
23 Deputy

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26
27
28 GA/LKM - 01/02/08
07-03241



Navy
Yacht
Club



Navy Yacht Club
223 Marina Dr.

