

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

LEASE  
**34461**

THIS LEASE is made and entered, in duplicate, as of December 7, 2016 pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting held on December 6, 2016, by and between EDDIE N JOHN #1, LLC, a limited liability company, whose address is 6841 Atlantic Avenue, Long Beach, California 90805 (“Landlord”), and the CITY OF LONG BEACH, a municipal corporation, whose address is 333 W. Ocean Boulevard, 3rd Floor, Long Beach, California 90802, Attention: Department of Economic and Property Development (“Tenant”).

Landlord and Tenant, in consideration of the mutual terms, covenants, and conditions herein, agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby accepts and leases from Landlord those certain premises containing approximately twelve thousand (12,000) rentable square feet (the “Premises”) located within the building located at 6845 Atlantic Avenue, Long Beach, California (the “Building”), such premises being more particularly depicted in Exhibit “A” attached hereto. The Premises shall be leased in “as is” condition.

2. Term. The term of this Lease shall commence on December 7, 2016, and shall terminate at midnight on March 6, 2017.

3. Rent. Tenant shall pay to Landlord a monthly rental payment equal to Six Thousand Seven Hundred Fifty Dollars (\$6,750), such rent to be prorated for any partial month.

4. Use. The Premises shall be used as a temporary winter homeless shelter.

5. Tenant’s Maintenance Obligations. Tenant shall keep the Premises in a neat, safe and sanitary condition. All other maintenance and repairs not specifically described immediately above shall be the responsibility of Landlord pursuant to Section 6.

///

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664



1           6.     Landlord's Maintenance Obligations. Landlord shall, at its own cost  
2 and expense, manage and maintain the Building and make all necessary repairs to the  
3 Premises, including without limitation all surface and structural elements of the roof,  
4 bearing walls and foundations of the Building, all electrical, plumbing, HVAC systems and  
5 all other elements of the Building. If Landlord fails to maintain the Premises as required  
6 herein, Tenant shall notify Landlord of such failure in writing.

7           7.     Utilities. Tenant shall be responsible for reimbursement to Landlord  
8 for approximately \$12,750 for utilities and incidental costs for the Leased Premises.

9           8.     Taxes. Landlord shall be responsible for payment of all real property  
10 taxes.

11          9.     Hazardous Materials.

12           A.     In the event any Hazardous Materials are detected during the  
13 Lease term, such materials shall be removed promptly in accordance with applicable  
14 law at the sole cost and expense of Landlord. In the event Landlord determines it  
15 is cost prohibitive to remove such materials, Tenant shall have the option of  
16 terminating this Lease by giving written notice.

17           B.     No goods, merchandise, supplies, personal property, materials,  
18 or items of any kind shall be kept, stored, or sold in or on the Premises which are in  
19 any way explosive or hazardous. Tenant shall comply with California Health and  
20 Safety Code Section 25359.7 or its successor statute regarding notice to Landlord  
21 on discovery by Tenant of the presence or suspected presence of any hazardous  
22 material on the Premises. "Hazardous Materials" means any hazardous or toxic  
23 substance, material or waste which is or becomes regulated by the City, the County  
24 of Los Angeles, the State of California or the United States government.

25          10.    Default by Tenant.

26           A.     The occurrence of any of the following acts shall constitute a  
27 default by Tenant:

28           i.     Failure to pay rent when due after ten (10) days written

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

notice;

ii. Failure to perform any of the terms, covenants, or conditions of this Lease if said failure is not cured within thirty (30) days after written notice of said failure; or

iii. Any attempted assignment, transfer, or sublease except as approved by Landlord or otherwise authorized pursuant to Section 16.

B. If Tenant does not comply with each provision of this Lease or if a default occurs, then Landlord may terminate this Lease and Landlord may enter the Premises and take possession thereof provided, however, that these remedies are not exclusive but cumulative to other remedies provided by law in the event of Tenant's default, and the exercise by Landlord of one or more rights and remedies shall not preclude Landlord's exercise of additional or different remedies for the same or any other default by Tenant.

11. Default by Landlord.

A. The occurrence of any of the following acts shall constitute a default by Landlord:

i. Failure to perform any of the terms, covenants, or conditions of this Lease if said failure is not cured within thirty (30) days after written notice of said failure.

B. If Landlord does not comply with each provision of this Lease or if a default occurs, then Tenant may terminate this Lease, provided, however, that this remedy is not exclusive but cumulative to other remedies provided by law in the event of Landlord's default, and the exercise by Tenant of one or more rights and remedies shall not preclude Tenant's exercise of additional or different remedies for the same or any other default by Landlord.

12. Right of Entry. Landlord shall have the right of access to the Premises during normal business hours and with reasonable advance notice to inspect the Premises, to determine whether or not Tenant is complying with the terms, covenants, and conditions



OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lana Beach, CA 90802-4664

1 of this Lease, to serve, post, or keep posted any notice, and for any other legal purpose.  
2 Landlord shall also have the right to enter in case of emergencies.

3 13. Condemnation. If the whole or any part of the Premises shall be taken  
4 by any public or quasi-public authority under the power of eminent domain, then this Lease  
5 shall terminate as to the part taken or as to the whole, if taken, as of the day possession of  
6 that part or the whole is required for any public purpose, and on or before the day of the  
7 taking Tenant shall elect in writing either to terminate this Lease or to continue in  
8 possession of the remainder of the Premises, if any. All damages awarded for such taking  
9 shall belong to Landlord, whether such damages be awarded as compensation for  
10 diminution in value to the leasehold or to the fee provided, however, that Landlord shall not  
11 be entitled to any portion of the award made for loss of Tenant's business.

12 14. Assignment. Landlord acknowledges that Tenant intends to sublease  
13 the Premises to First to Serve, Inc. concurrently with the execution of this Lease. Landlord  
14 hereby approves of such sublease. Tenant shall not otherwise assign or transfer this  
15 Lease or any interest herein, nor sublease the Premises or any part thereof (collectively  
16 referred to as "transfer") without the prior written approval of Landlord.

17 15. Signs. Tenant may, at its own cost, install exterior signage on the  
18 Premises subject to Landlord's reasonable approval as to design, size and location.

19 16. Access. Tenant shall have access to the Premises twenty-four (24)  
20 hours per day, seven (7) days per week.

21 17. Holding Over. If Tenant holds over and remains in possession of the  
22 Premises or any part thereof after the expiration of this Lease with the express or implied  
23 consent of Landlord, then such holding over shall be construed as a tenancy from month  
24 to month at the monthly rent then in effect and otherwise on the same terms, covenants,  
25 and conditions contained in this Lease.

26 18. Surrender of Premises. On the expiration or sooner termination of this  
27 Lease, Tenant shall deliver to Landlord possession of the Premises in substantially the  
28 same condition that existed immediately prior to the date of execution hereof, reasonable

3

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

wear and tear excepted.

19. Notice. Any notice required hereunder shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid to Landlord and Tenant at the respective addresses first stated above. Notice shall be deemed effective on the date of mailing or on the date personal service is obtained, whichever first occurs. Change of address shall be given as provided herein for notice.

20. Waiver of Rights. The failure or delay of Landlord to insist on strict enforcement of any term, covenant, or condition herein shall not be deemed a waiver of any right or remedy that Landlord may have and shall not be deemed a waiver of any subsequent or other breach of any term, covenant, or condition herein. The receipt of and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default but shall only constitute a waiver of timely payment of rent. Any waiver by Landlord of any default or breach shall be in writing. Landlord's approval of any act by Tenant requiring Landlord's approval shall not be deemed to waive Landlord's approval of any subsequent act of Tenant.

21. Successors in Interest. This Lease shall be binding on and inure to the benefit of the parties and their successors, heirs, personal representatives, transferees, and assignees, and all of the parties hereto shall be jointly and severally liable hereunder.

22. Force Majeure. Except as to the payment of rent, in any case where either party is required to do any act, the inability of that party to perform or delay in performance of that act caused by or resulting from fire, flood, earthquake, explosion, acts of God, war, strikes, lockouts, or any other cause whether similar or dissimilar to the foregoing which is beyond the control of that party and not due to that party's fault or neglect shall be excused and such failure to perform or such delay in performance shall not be a default or breach hereunder. Financial inability to perform shall not be considered cause beyond the reasonable control of the party.

23. Partial Invalidity. If any term, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder



OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lond Beach, CA 90802-4664

1 of the provisions hereof shall remain in full force and effect and shall in no way be affected,  
2 impaired or invalidated thereby.

3 24. Time. Time is of the essence in this Lease, and every provision  
4 hereof.

5 25. Governing Law. This Lease shall be governed by and construed in  
6 accordance with the laws of the State of California.

7 26. Integration and Amendments. This Lease represents and constitutes  
8 the entire understanding between the parties and supersedes all other agreements and  
9 communications between the parties, oral or written, concerning the subject matter herein.  
10 This Lease shall not be modified except in writing signed by the parties and referring to this  
11 Lease.

12 27. Joint Effort. This Lease is created as a joint effort between the parties  
13 and fully negotiated as to its terms and conditions and nothing contained herein shall be  
14 construed against either party as the drafter.

15 28. No Recordation. This Lease shall not be recorded.

16 29. Attorney's Fees. In any action or proceeding relating to this Lease,  
17 the prevailing party shall be entitled to its costs, including a reasonable attorney's fee.

18 30. Captions and Organization. The various headings and numbers  
19 herein and the grouping of the provisions of this Lease into separate sections, paragraphs  
20 and clauses are for convenience only and shall not be considered a part hereof, and shall  
21 have no effect on the construction or interpretation of this Lease.

22 31. Relationship of Parties. The relationship of the parties hereto is that  
23 of Landlord and Tenant, and the parties agree that nothing contained in this Lease shall be  
24 deemed or construed as creating a partnership, joint venture, association, principal-agent  
25 or employer-employee relationship between them or between Landlord or any third person  
26 or entity.

27 ///

28 ///



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties have executed this Lease with all of the formalities required by law as of the date first above written.

EDDIE N JOHN #1, LLC, a limited liability company

December 02, 2016

By [Signature]  
Name John Han  
Title General Manager

Dec 02, 2016

By [Signature]  
Name Yanna Kim  
Title Landlord

"Landlord"

CITY OF LONG BEACH, a municipal corporation

[Signature], 2016

By [Signature]  
City Manager

"Tenant"

This Lease is hereby approved as to form on 12/21, 2016.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

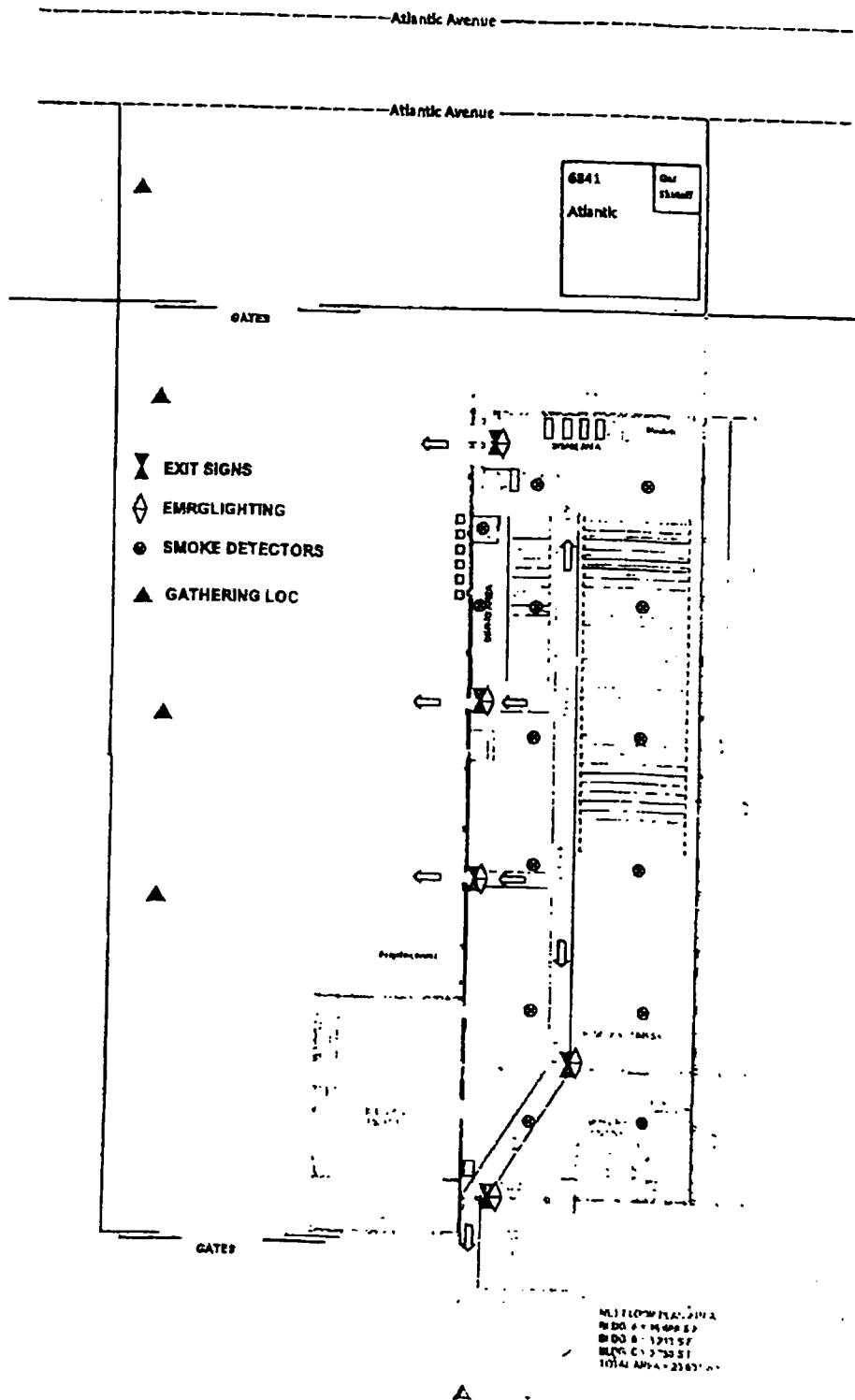
EXHIBIT "A"  
PREMISES

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lana Beach, CA 90802-4664

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28



EXHIBIT A



FLOOR PLAN