

1 deduction, set-off, notice, or demand, on the first day of January of each year during the
2 Term.

3 4. Purchase Option. Upon the expiration of the Term or an earlier
4 termination of the Term, Lessee shall have the option to purchase the Premises from
5 Lessor for One Dollar (\$1.00) (the "Purchase Option"). Lessee shall deliver Lessor
6 written notice of its election to exercise the Purchase Option not more than thirty (30)
7 days and not less than five (5) days before the scheduled expiration date of the Term.
8 After exercise by Lessee of the Purchase Option and immediately prior to the expiration
9 of the Term, Lessor shall deliver a quitclaim deed to Lessee conveying all of Lessor's
10 right, title and interest in the Premises to Lessee; provided however that such quitclaim
11 shall not include any subsurface mineral rights. As a condition to Lessor's obligation to
12 deliver the above-referenced quitclaim deed, Lessee shall execute and deliver to Lessor
13 an agreement containing covenants, conditions and restrictions, in recordable form,
14 imposing certain indemnification, insurance, public-access, public park and related
15 restrictions (as reasonably required by Lessor) upon the Lessee and/or the Premises in
16 perpetuity. Tenant shall have no right to exercise the Purchase Option if this Lease has
17 been terminated by Lessor for cause or at the time of exercise Lessee has received
18 written notice from Lessor that Lessee is in default of a material provision of this Lease
19 and Lessee has not yet cured such non-compliance.

20 5. Use. The Premises shall be used solely for the construction and
21 maintenance of the Project and uses ancillary thereto and Lessee shall have exclusive
22 access to the Premises for such purposes. Lessee acknowledges that the Project, upon
23 completion and subject to reasonable operating policies established by Lessee, shall be
24 open to the general public during hours consistent with similar facilities operated by the
25 City. Lessee shall not commit or allow to be committed any waste on the Premises.

26 6. Subsurface Use. The parties agree that this Lease covers only the
27 surface of the Premises and only so much of the subsurface as is reasonably necessary
28 for Lessee's use of the Premises as permitted in this Lease.

1 7. Improvements.

2 A. Lessee is obligated to construct the Project on the Premises
3 as generally depicted on Exhibit "B", and shall name such Project the "Killing
4 Fields Memorial Garden" or "Killing Fields Memorial Park", or other name
5 approved by Lessor in its sole discretion. Lessee shall not erect, construct or
6 maintain any other improvements on the Premises without the prior written
7 approval of Lessor, which may be withheld in its sole discretion. Prior to the
8 commencement of construction, Lessee shall be required to obtain all necessary
9 permits through the City's Department of Development Services and shall adhere
10 to all City, state and federal laws, regulations, rules, codes, relating to use of the
11 Premises. Neither City, not any of its officers, employees or agents has provided
12 any direct or indirect information which in any way would indicate that the project is
13 or is not subject to the State of California's prevailing wage requirements. Lessor
14 shall not be obligated to make any improvements to the Premises.

15 B. Prior to commencement of approved work on the Premises,
16 Lessee shall file or caused to be filed with Lessor a Performance Bond in the
17 amount of one hundred percent (100%) of the estimated cost of work conditioned
18 on the faithful performance of the work, and a Payment Bond in the amount of one
19 hundred percent (100%) of the estimated cost of work conditioned on payment of
20 all claimants for labor and materials used or required in the performance of work,
21 executed by Lessee or Lessee's contractor, as Principal, and by a surety
22 authorized to do business in California as Surety. Said bonds shall name Lessor
23 as a joint obligee with Lessee. Nothing contained herein shall be deemed to
24 release Lessee from the duty to keep the Premises free of labor and materials
25 liens. The Performance Bond shall remain in effect until completion of the work to
26 the reasonable satisfaction of Lessor. The Payment Bond shall remain in effect
27 until the expiration of the statutory period for filing liens or until the Premises are
28 free from the effect of such liens, if the same have been filed. Lessee shall notify

1 Lessor twenty (20) days prior to commencement of work to enable Lessor to post
2 and record notices of non-responsibility.

3 C. Lessee shall keep the Premises free of any mechanic's,
4 materialman's, or similar lien for any work done, labor performed or material
5 furnished by or for Lessee, and Lessee shall defend, indemnify and hold Lessor,
6 its officials, employees, and agents harmless from and against all claims, liens,
7 demands, causes of action, liability, loss, cost and expense, including reasonable
8 attorney's fees, of whatsoever kind or nature for any such work done, labor
9 performed or materials furnished on the Premises or to the Lessee. In addition, if
10 a lien is imposed on the Premises, Lessee shall notify Lessor, record a valid
11 release of lien within thirty (30) days after the date of filing of said lien, or deposit
12 with Lessor cash in an amount equal to one hundred twenty-five percent (125%) of
13 the amount of said lien and authorize payment to the extent of said deposit to any
14 subsequent judgment holder with regard to said lien.

15 D. On completion of work on the Premises, Lessee shall file a
16 Notice of Completion in the Official Records of the County Recorder of Los
17 Angeles County.

18 E. The approved work to be constructed on the Premises may be
19 undertaken in phases, provided that each such phase complies with the
20 requirements of this Section.

21 F. Subject to the Purchase Option, upon expiration or sooner
22 termination of this Lease, all improvements to the Premises shall become the
23 property of Lessor at no cost to Lessor if Lessor does not require Lessee to
24 remove said improvements. Lessor reserves the right to require removal and, if
25 Lessor requires Lessee to remove said improvements, then Lessee shall do so at
26 no cost to Lessor within sixty (60) days following the date of expiration or
27 termination of this Lease. Lessee shall execute any documents requested by
28 Lessor to evidence transfer of title to the improvements.

1 8. Maintenance. Lessee shall, at its sole cost and expense and to the
2 satisfaction of Lessor, maintain the Premises and all improvements thereon in good
3 condition, free from rodents, noxious plants and weeds, in substantial repair, in a neat,
4 safe and sanitary condition. Lessee's duty to maintain shall include the duty to repair and
5 replace the improvements as needed, to plant and maintain landscaping, to care for all
6 trees on the Premises, and to maintain all fences on or along the boundary of the
7 Premises. Lessee shall provide and use containers for trash and garbage that have been
8 approved by Lessor and shall keep the Premises free of trash, garbage and litter.
9 Lessee shall be responsible for the removal of any graffiti within twenty-four (24) hours of
10 its detection. If Lessee fails to maintain the Premises as required herein, Lessor may
11 notify Lessee of said failure. If Lessee fails to correct the situation within thirty (30) days
12 after notice or such longer period as may be established by Lessor, Lessor may make the
13 necessary correction and the cost thereof, including but not limited to the cost of labor,
14 materials, equipment and administration, and Lessor shall be reimbursed by Lessee
15 within ten (10) days after receipt of a statement of said cost from Lessor. Lessee hereby
16 waives to the extent permitted by law any right to make repairs at the expense of Lessor.

17 9. Utilities. Lessee shall arrange and pay for the installation and use of
18 all utilities of whatsoever kind to the Premises, including but not limited to all water,
19 sewer, refuse, recycling, gas, electricity and telephone. Lessor will not provide
20 maintenance of any utilities except to the extent that Lessor, in its municipal capacity,
21 would provide maintenance of utilities to any other utility customer of Lessor.

22 10. Taxes. Lessee acknowledges that this Lease may create a
23 possessory interest subject to property taxation and that Lessee may be liable for
24 payment of taxes levied on such interest. Lessee shall promptly pay, prior to
25 delinquency, all taxes, assessments, and other governmental fees that may be levied
26 against the Premises, and any improvements or personal property located on the
27 Premises, and on any possessory interest created by this Lease, and provide proof of
28 payment to Lessor on demand.

1 11. Insurance. Concurrent with the Commencement Date and in partial
2 performance of Lessee's obligations hereunder, Lessee will procure and maintain the
3 following insurance coverages at Lessee's sole expense for the Term and any
4 extensions, renewals, or holding over thereof, from insurance companies admitted to
5 write insurance in the State of California or from authorized non-admitted insurers and
6 that have a minimum rating of or equivalent to A:VIII by A.M. Best Company:

7 (a) Commercial General Liability (equivalent in coverage scope to
8 Insurance Services Offices, Inc. (ISO) form CG 00 01 11 85 or CG 00 01
9 11 88) in an amount not less than One Million Dollars (\$1,000,000.00) per
10 occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
11 This insurance shall be endorsed to include the, City of Long Beach, and
12 their respective officials, employees, and agents as additional insureds by
13 an endorsement equivalent in coverage scope to ISO form CG 20 26 11
14 85.

15 (b) "All Risk" property insurance in an amount sufficient to cover
16 the full replacement value of Lessee's personal property, equipment, and
17 improvements, if any, on the Premises.

18 (c) Workers' Compensation as required by the State of California
19 and employer's liability insurance in an amount not less than One Million
20 Dollars (\$1,000,000.00) per accident. The policy shall be endorsed to
21 waive the insurer's rights of subrogation against the Lessor, its officials,
22 employees, and agents.

23 Lessee hereby waives all rights of subrogation, but only to the extent that
24 collectible commercial insurance is available for said damage.

25 All insurance required hereunder shall be separately endorsed to require at
26 least thirty (30) days' prior written notice of cancellation (ten (10) days if cancellation is for
27 nonpayment of premium), nonrenewable, or reduction in coverage or limits (other than
28 exhaustion of limits due to claims paid) and to provide that coverage shall be primary and

1 not contributing to any other insurance or self-insurance maintained by the City of Long
2 Beach or its officials, employees, and agents. Any self-insurance program, self-insured
3 retention or deductible shall protect the City of Long Beach and its officials, employees,
4 and agents in the same manner and to the same extent as they would have been
5 protected had the policy or policies not contained such retention or deductible provisions.

6 Lessee shall require its contractors and subcontractors to maintain the
7 insurance required hereunder unless otherwise agreed in writing by Lessor's Risk
8 Manager or designee.

9 Upon the execution of this Lease, Lessee shall deliver to Lessor certificates
10 of insurance and the required endorsements evidencing the coverage required by this
11 Lease, or "Certificate of Self Funding of Insurance Obligation". Lessee shall also provide
12 certificates and endorsements of any of Lessee's contractors and subcontractors, for
13 approval as to sufficiency and form. The certificates and endorsements for each
14 insurance policy shall contain the original signatures of persons authorized by that insurer
15 to bind coverage on its behalf. Lessee shall provide Lessor with copies of certificates of
16 insurance and endorsements for renewal policies within thirty (30) days of policy
17 expiration. Lessor reserves the right to require complete certified copies of all said
18 insurance policies at any time.

19 Such insurances as required herein shall not be deemed to limit Lessee's
20 liability relating to performance under this Lease. The procuring of insurance shall not be
21 construed as a limitation on liability or as full performance of the indemnification and hold
22 harmless provisions of this Lease.

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

25 12. Hazardous Materials. No goods, merchandise, supplies, personal
26 property, materials, or items of any kind shall be kept, stored, or sold in or on the
27 Premises which are in any way explosive or hazardous. Lessee shall comply with
28 California Health and Safety Code Section 25359.7 or its successor statute regarding

1 notice to Lessor on discovery by Lessee of the presence or suspected presence of any
2 hazardous substance on the Premises. "Hazardous substance" means any hazardous or
3 toxic substance, material or waste which is or becomes regulated by the City, the County
4 of Los Angeles, the State of California or the United States government. At the expiration
5 or sooner termination of this Lease, Lessee shall leave the Premises free of any
6 explosive or hazardous substance brought or kept on the Premises.

7 13. Default. The occurrence of any of the following acts shall constitute
8 a default by Lessee:

9 A. Failure to (i) provide evidence reasonably acceptable to
10 Lessor of immediately available funds in an amount equal to the greater of (x)
11 \$250,000 or (y) an amount adequate to construct the Project in its entirety, and (ii)
12 commence construction of the Project, each on or before the third (3rd)
13 anniversary of the Commencement Date.

14 B. Failure to pursue construction (after commencement of the
15 same) or maintain the Premises (at any time during the Term) for fifteen (15)
16 consecutive days, except due to force majeure as defined herein.

17 C. Failure to complete construction of the Project and receive a
18 certificate of occupancy with respect thereto on or before the expiration of the
19 Term.

20 D. Failure to perform any of the other terms, covenants, or
21 conditions of this Lease if said failure is not cured within thirty (30) days after
22 notice of said failure. If the default cannot reasonably be cured in thirty (30) days,
23 Lessee shall not be in default if Lessee begins to cure within the thirty-day period
24 and diligently proceeds to cure to completion, but in no event shall such period
25 exceed ninety (90) days. Notice shall describe the default. No such notice shall
26 be deemed a forfeiture or termination of this Lease unless Lessor so elects in the
27 notice.
28

1 E. Any attempted assignment, transfer, or sublease except as
2 approved by Lessor pursuant to Section 20.

3 F. Failure to pay when due all fees and charges for any
4 municipal service or commodity provided by Lessor in its municipal capacity,
5 including but not limited to water, sewer, gas, refuse collection, and recycling.

6 F. Failure to maintain Lessee's corporate status in good standing
7 with the California Secretary of State.

8 14. Right of Entry. Lessor shall have the right of access to the Premises
9 at all reasonable times to inspect the Premises, to determine whether or not Lessee is
10 complying with the terms, covenants, and conditions of this Lease, to serve, post, or keep
11 posted any notice, and for any other legal purpose. Lessor shall also have the right to
12 enter at any time in case of emergencies and, if Lessee is not present to give access,
13 then Lessor may forcibly enter the Premises and any such entry shall not in any
14 circumstances be construed or deemed a forcible entry or unlawful entry of the Premises.
15 Lessee shall not be entitled to compensation of any kind or abatement of rent for any
16 inconvenience, nuisance, or discomfort occasioned by Lessor's entry whether or not such
17 entry is in the case of emergency.

18 15. Restoration. Lessee shall promptly notify Lessor of damage or
19 destruction to the Premises and the date of same. Lessee shall promptly make proof of
20 loss and proceed to collect all valid claims that Lessee may have against insurers or
21 others based on such damage or destruction. All amounts recovered as a result of said
22 claims shall be used first for the restoration of the Premises, which Lessee shall promptly
23 begin and diligently pursue so that the Premises are restored to substantially the same
24 condition as they were immediately before such damage or destruction. If existing laws
25 do not permit restoration, then Lessee may terminate this Lease by notice to Lessor.

26 16. Condemnation. If the whole or any part of the Premises shall be
27 taken by any public or quasi-public authority under the power of eminent domain, then
28 this Lease shall terminate as to the part taken or as to the whole, if taken, as of the day

1 possession of that part or the whole is required for any public purpose, and on or before
2 the day of the taking Lessee shall elect in writing either to terminate this Lease or to
3 continue in possession of the remainder of the Premises, if any. All damages awarded
4 for such taking shall belong to Lessor, whether such damages be awarded as
5 compensation for diminution in value to the leasehold or to the fee.

6 17. Nondiscrimination. In connection with the terms of this Lease and as
7 refined by applicable federal laws, rules and regulations, Lessee shall not discriminate in
8 employment or in the performance of this Lease on the basis of race, religion, national
9 origin, color, age, gender, sexual orientation, AIDS, HIV status, gender identity, handicap,
10 or disability. In the performance of this Lease, Lessee shall not discriminate against any
11 employee or applicant for employment on the basis of race, color, sex, religion, ancestry
12 or national origin. Lessee shall take affirmative action to ensure that applicants are
13 employed and that employees are treated without regard to these bases. Such action
14 shall include but not be limited to employment, upgrading, demotion, transfer,
15 recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of
16 compensation, and selection for training including apprenticeship. Lessee shall post in
17 conspicuous places notices stating this provision.

18 18. Indemnification. Lessee shall defend, indemnify and hold harmless
19 Lessor, its officials, employees and agents from all claims, demands, damages, causes
20 of action, losses, liability, costs or expenses, including reasonable attorney's fees, of any
21 kind or nature whatsoever (collectively referred to in this Lease as a "claim" or "claims")
22 which Lessor, its officials, employees, and agents may incur for injury to or death of
23 persons or damage to or loss of property occurring in, on, or about the Premises arising
24 from the condition of the Premises, the alleged acts or omissions of Lessee (including
25 without limitation Lessee's failure to pay prevailing wage or otherwise comply with
26 applicable labor codes and regulations), Lessee's employees, or agents, the occupancy,
27 use, or misuse of the Premises by Lessee, Lessee's employees, agents, approved
28 subtenants, licensees, patrons, visitors or trespassers, or any breach of this Lease.

1 19. Waiver of Claims. Lessor shall not be liable for and, to the extent
2 permitted by law, Lessee hereby waives all claims against Lessor, its officials,
3 employees, and agents for loss, theft, or damage to equipment, furniture, trade fixtures,
4 records, supplies, and any other property, and landscaping and hardscaping on or about
5 the Premises, for loss or damage to Lessee's business, or for injury to or death of
6 persons on or about the Premises from any cause except to the extent caused by the
7 gross negligence or willful misconduct of Lessor, its officials, employees, or agents.

8 20. Assignment. Lessee shall not assign or transfer this Lease or any
9 interest herein, nor sublease the Premises or any part thereof (collectively referred to as
10 "transfer"). Lessee shall not grant any franchises, easements, rights-of-way, or permits
11 in, on, or across the Premises or on the improvements. In the event of transfer without
12 the prior written consent of Lessor, such transfer shall be voidable at Lessor's election
13 and, if voided by Lessor, shall convey no interest. Any transfer without Lessor's prior
14 written consent shall constitute a default of this Lease.

15 21. Relocation. Lessee agrees that nothing contained in this Lease shall
16 create any right in Lessee for any relocation assistance or payment pursuant to the
17 provisions of Title 1, Division 7, Chapter 16 of the California Government Code from
18 Lessor on the expiration or termination of this Lease.

19 22. Notice. Any notice required hereunder shall be in writing and
20 personally delivered or deposited in the U. S. Postal Service, first class, postage prepaid
21 to Lessor at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City
22 Manager and to Lessee at the address first stated above. Notice shall be deemed
23 effective on the date of mailing or on the date personal delivery is made, whichever first
24 occurs. Change of address shall be given as provided herein for notice.

25 23. Waiver of Rights. The failure or delay of Lessor to insist on strict
26 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of
27 any right or remedy that Lessor may have and shall not be deemed a waiver of any
28 subsequent or other breach of any term, covenant, or condition herein. The receipt of

1 and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other
2 default but shall only constitute a waiver of timely payment of rent. Any waiver by Lessor
3 of any default or breach shall be in writing. Lessor's consent to or approval of any act by
4 Lessee requiring Lessor's consent or approval shall not be deemed to waive Lessor's
5 consent or approval of any subsequent act of Lessee.

6 24. Compliance with Laws. Lessee, at its sole cost, shall comply with all
7 laws, ordinances, rules and regulations of, including without limitation prevailing wage
8 and labor laws, and obtain such permits, licenses, and certificates required by all federal,
9 state and local governmental authorities having jurisdiction over the Premises and
10 business thereon.

11 25. Successors in Interest. This Lease shall be binding on and inure to
12 the benefit of the parties and their successors, heirs, personal representatives,
13 transferees, and assignees except those which are not approved as provided in Section
14 20, and all of the parties hereto shall be jointly and severally liable hereunder.

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

23 27. Partial Invalidity. If any term, covenant, or condition of this Lease is
24 held by a court of competent jurisdiction to be invalid, void or unenforceable, the
25 remainder of the provisions hereof shall remain in full force and effect and shall in no way
26 be affected, impaired or invalidated thereby.

27 28. Time. Time is of the essence in this Lease, and every provision
28 hereof.

1 29. Governing Law. This Lease shall be governed by and construed in
2 accordance with the laws of the State of California.

3 30. Integration and Amendments. This Lease represents and constitutes
4 the entire understanding between the parties and supersedes all other agreements and
5 communications between the parties, oral or written, concerning the subject matter
6 herein. This Lease shall not be modified except in writing signed by the parties and
7 referring to this Lease.

8 31. Joint Effort. This Lease is created as a joint effort between the
9 parties and fully negotiated as to its terms and conditions and nothing contained herein
10 shall be construed against either party as the drafter. The relationship of the parties is
11 that of Lessor and Lessee, and the parties agree that nothing contained in this Lease
12 shall be deemed or construed as creating a partnership, joint venture, principal-agent
13 relationship, association, or employer-employee relationship between them or between
14 Lessor and any third person or entity.

15 32. Abandoned Property. If Lessee abandons the Premises or is
16 dispossessed by operation of law or otherwise, title to any personal property belonging to
17 Lessee and left on the Premises forty-five (45) days after such abandonment or
18 dispossession shall be deemed to have been transferred to Lessor. Lessor shall
19 thereafter have the right to remove and to dispose of said property without liability to
20 Lessee or to any person claiming under Lessee, and shall have no duty to account
21 therefore. Lessee hereby names Lessor's City Manager as Lessee's attorney in fact to
22 execute and deliver such documents or instruments as may be reasonably required to
23 dispose of such abandoned property and transfer title thereto.

24 33. No Recordation. This Lease shall not be recorded.

25 34. Captions and Organization. The various headings and numbers
26 herein and the grouping of the provisions of this Lease into separate sections,
27 paragraphs and clauses are for convenience only and shall not be considered a part
28 hereof, and shall have no effect on the construction or interpretation of this Lease.

1 35. Signs. Lessee shall not place, affix, maintain, or permit any sign,
2 advertisement, name, insignia, logo, descriptive material, or similar item (collectively
3 "sign") on the Premises without the prior written approval of Lessor. Upon receiving
4 written approval, Lessee shall procure all necessary permits through the City's
5 Department of Development Services for the approved sign. Any sign so approved shall
6 be maintained by Lessee, at its, cost, in good condition. Any sign not approved by
7 Lessor may be removed by Lessor at Lessee's cost.

8 36. Drainage. Lessee shall, at its sole cost and expense, keep and
9 maintain all natural and artificial drainage channels now or hereafter constructed on the
10 Premises free and unobstructed. Lessee shall construct such works as necessary to
11 prevent any water or industrial waste resulting from Lessee's operations on the Premises
12 from flowing, escaping or seeping into said natural or artificial channels. Lessee shall
13 dispose of all sewage and industrial waste in a manner satisfactory to Lessor and to any
14 agency having jurisdiction thereof.

15 37. Americans with Disabilities Act of 1990. Lessee shall have and be
16 allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990
17 ("ADA") with respect to the Premises and Lessee shall defend, indemnify and hold
18 Lessor, its officials and employees harmless from and against any and all claims of
19 failure to comply with or violation of the ADA.

20 38. Restrictions. Lessee shall not drill, cause to be drilled, or allow to be
21 drilled any wells on the Premises. Lessee shall not grant any franchises, easements,
22 rights of way, or permits in, on or across the Premises.

23 39. Termination by Lessee. If during the Term, any law, rule, or
24 regulation becomes effective the provisions of which so restrict the uses to which the
25 Premises can be put that Lessee is unable to use the Premises in the manner
26 contemplated herein, then Lessee may terminate this Lease by giving thirty (30) days'
27 prior notice of same to Lessor.

28

1 40. Surrender of Premises. Subject to the Purchase Option, on the
2 expiration or sooner termination of this Lease, Lessee shall peaceably deliver to Lessor
3 possession of the Premises in substantially the same condition that existed immediately
4 prior to the date of execution hereof, reasonable wear and tear excepted, and in
5 accordance with Section 7(E).

6 41. No Brokers. Lessee covenants and represents that Lessee has had
7 no contacts or dealings regarding this Lease through a broker or agent or any other
8 person or entity who can claim a right to a commission or fee. Lessee shall defend,
9 indemnify and hold Lessor harmless from all claims arising from a commission or fee
10 related to this Lease.

11 42. Quiet Enjoyment. If Lessee performs the terms, covenants, and
12 conditions of this Lease, then Lessee may peaceably and quietly hold and enjoy the
13 Premises.

14 43. Remedies. Upon the occurrence of any default, in addition to any
15 other rights or remedies of Lessor hereunder, by law, or in equity, Lessor shall have the
16 following rights and remedies:

17 A. Lessor may terminate this Lease by giving to Lessee notice of
18 termination, and Lessee shall immediately surrender possession of the Premises
19 in the condition described elsewhere in this Lease. Termination shall not relieve
20 Lessee from the payment of any sum due to Lessor or any claim for damages by
21 Lessor. Lessor shall be entitled to recover from Lessee all damages incurred by
22 Lessee including but not limited to the cost of recovering possession, expenses of
23 reletting including renovation and alteration, reasonable attorney's fees, and real
24 estate commissions paid.

25 B. Without terminating this Lease, Lessor may re-enter and relet
26 the Premises or any part thereof for the account and in the name of Lessee or
27 otherwise. Any reletting may be for the remainder of the Term or for a longer or
28 shorter period. Lessor may execute leases under this provision either in its name

1 or in Lessee's name, and shall be entitled to the rent from the Premises. Lessee
2 hereby appoints Lessor its attorney-in-fact for the purpose of such reletting.
3 Lessee shall nevertheless pay to Lessor when due all sums required hereunder,
4 plus Lessor's expenses, including but not limited to remodeling, commissions, and
5 advertising, less the sum received by Lessor from any reletting. No act by Lessor
6 under this provision shall constitute termination of this Lease unless and until
7 Lessor gives to Lessee notice of termination.

8 These remedies are not exclusive but cumulative to other remedies
9 provided by law or in equity in the event of Lessee's default, and the exercise by Lessor
10 of one or more rights and remedies shall not preclude Lessor's exercise of additional or
11 different remedies for the same or any other default by Lessee.

12 44. Miscellaneous. Each provision of this Lease shall be deemed both a
13 covenant and a condition. All rights and remedies of Lessor under this Lease shall be
14 cumulative and the exercise of one shall not exclude any other.

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

3
4 KILLING FIELDS MEMORIAL CENTER, INC.,
a California nonprofit corporation

5
6 02-26 -, 2017

By 
President

7
8 02-26 -, 2017

By 
Secretary

9
10 02-26 -, 2017

By  Chan Thoen Ung
Treasurer

11
12 "Lessee"

13 THE CITY OF LONG BEACH, a municipal
14 corporation

15 3/11, 2017

By 
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

16
17 "Lessor" Assistant City Manager

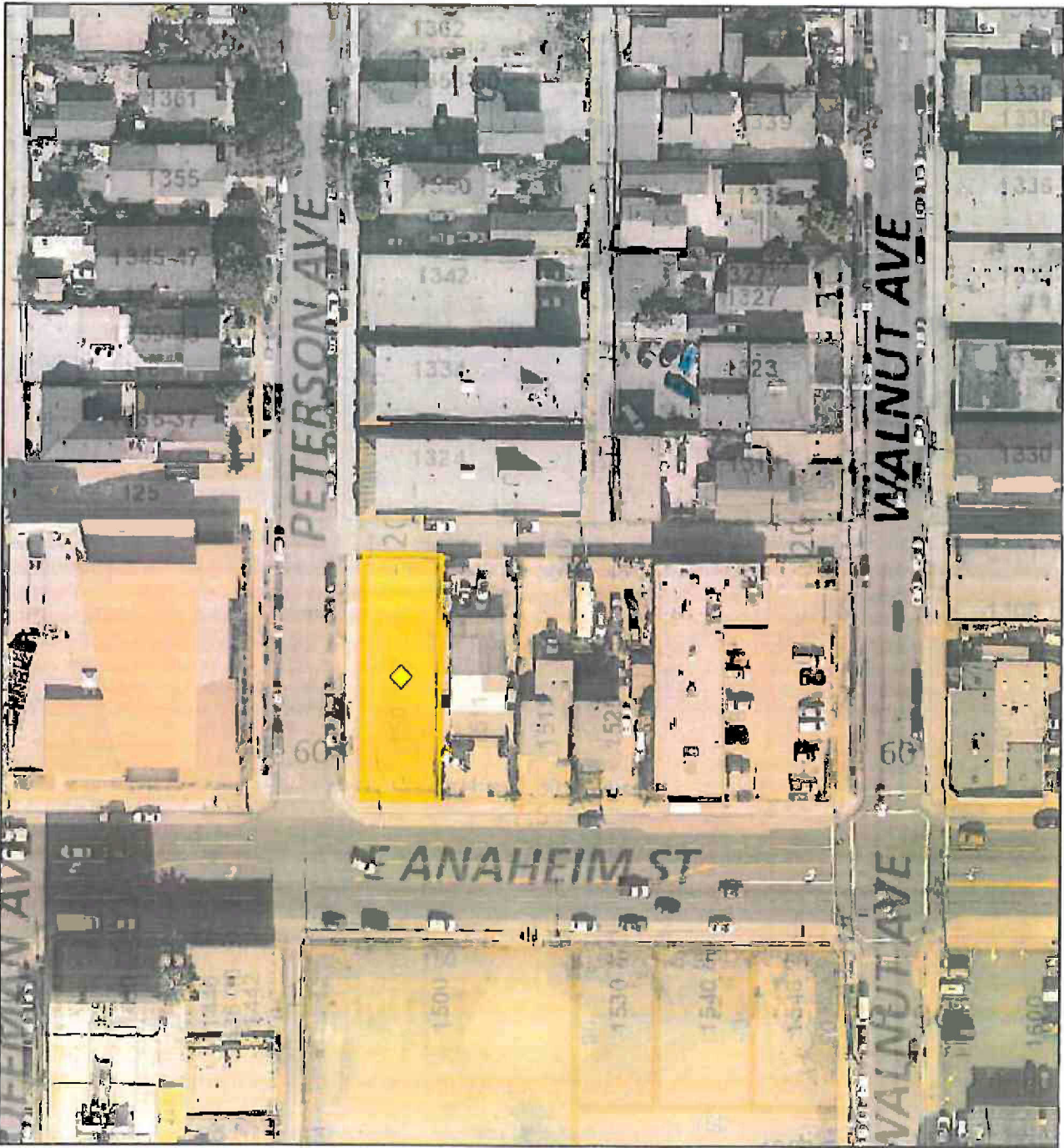
18
19 This Lease is approved as to form on Feb. 28, 2017.

20 CHARLES PARKIN, City Attorney

21 By 
22 Deputy

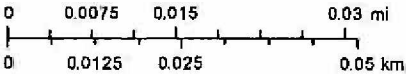
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

Planning & Zoning

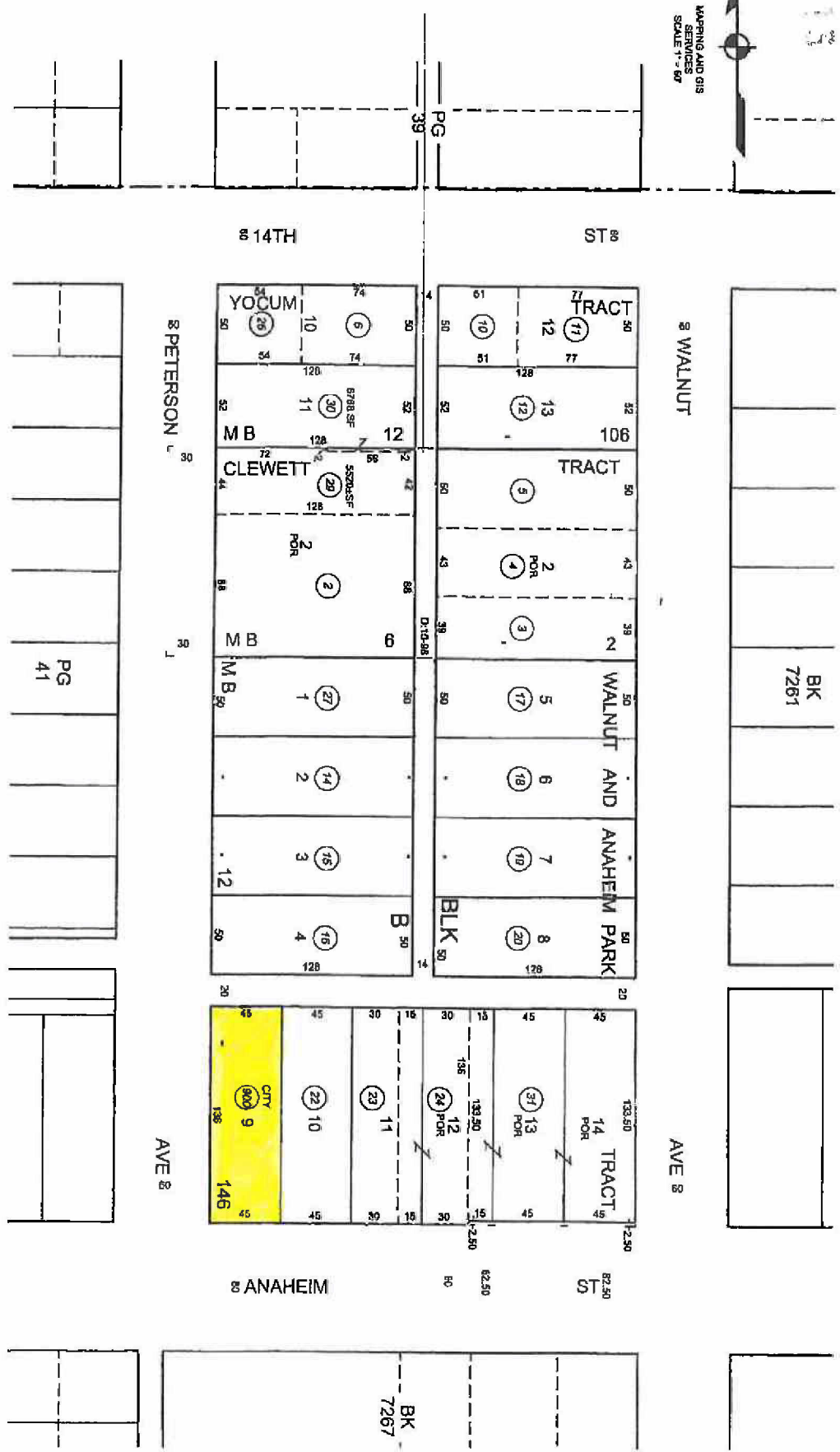


February 22, 2017

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SOUTH ELEVATION
(PROPOSED STORAGE & RESTROOM)

EAST ELEVATION

SOUTH ELEVATION
(LOOKING FROM ANAHEIM STREET)

EAST ELEVATION
(SIMILAR LOOKING FROM PETERSON AVENUE)

13'-4"
APPROX

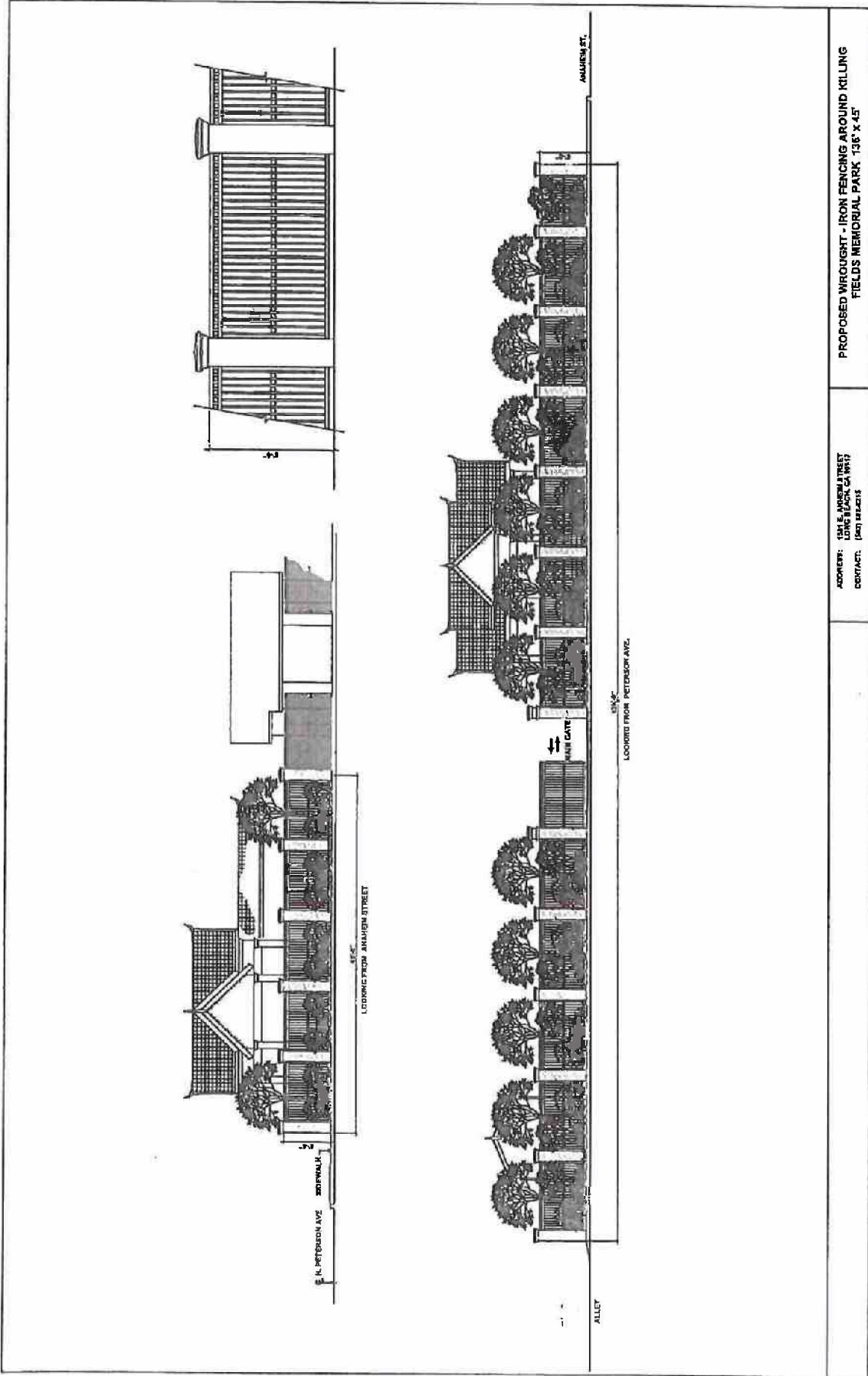
6'-4"
DIAMETER

17'-4"

17'-4"

ADDRESS: 7081 S. ANAHEIM STREET
LONG BEACH, CA 90803
CONTACT: (562) 882-2172

PROPOSED KILLING FIELDS MEMORIAL PARK
ELEVATIONS



PROPOSED WROUGHT-IRON FENCING AROUND KILLING
FIELDS MEMORIAL PARK, 136' X 45'

ADDRESS: 1541 E. ANHEIM STREET
LONG BEACH, CA 90817
CONTACT: (562) 464-2121