

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE NO. 25092
25092

1. **Identification and Parties.** This First Amendment to Amended and Restated Lease No. 25092 (this “Amendment”), dated for identification purposes only March 23, 2011, is made and entered into pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting of March 22, 2011, by and between the City of Long Beach, a municipal corporation (“Lessor”), and Choura Venue Services, a California corporation (“Lessee”).

2. **Recitals.**

2.1. Lessor and Lessee are parties to that certain Amended and Restated Lease No. 25092 (“Lease”) dated December 16, 2008 covering those certain premises commonly known as El Dorado Restaurant at 2400 Studebaker Road, Long Beach, California, as more particularly described in the Lease. Capitalized terms used in this Amendment and not otherwise defined shall have the same definitions as set forth in the Lease.

2.2. Lessee and American Golf Corporation (“AGC”) are parties to an agreement pursuant to which, among other things, AGC has agreed to purchase from Lessee, and Lessee has agreed to sell to AGC, Lessee’s interest in the Lease, as amended by this Amendment. AGC’s obligations under such agreement are conditioned, among other things, on the execution of this Amendment.

2.3. Lessor and Lessee desire to amend the Lease upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth in this Amendment, and in order to induce AGC to acquire Lessee’s interest in the Lease, Lessor and Lessee hereby agree as follows.

3. **Amendment.**

3.1. The third sentence of Section 2.A. of the Lease is hereby deleted and replaced by the following:

“The Lease may be extended on the terms and conditions set forth in this Lease for three (3) additional periods of five (5) years each at the discretion of Lessee, upon not less than sixty (60) days advance written notice to Lessor.”

3.2. Lessee hereby exercises its first option to extend, so that the expiration date of the Lease is December 31, 2018. Lessee has two (2) extension options remaining.

3.3. The last sentence of Section 6.A. is hereby deleted and replaced by the following: “Effective January 1, 2014 and continuing through the end of the term of this Lease (including any extension options exercised by Lessee), the percentage rent will be ten percent (10%) of monthly gross sales receipts.”

3.4. Lessee hereby agrees to expend \$70,000 (or more if Lessee elects to do so in its sole discretion) within one (1) year of the date of this Amendment on capital improvement project(s) to the Premises as approved by the Director of the Department of Parks, Recreation and Marine, and otherwise in accordance with the terms and conditions of Section 7 of the Lease. Lessee acknowledges that such capital improvement expenditure required by this Section 3.4 shall be in addition to, and not in lieu of, any other required capital improvement investments currently required under the Lease.

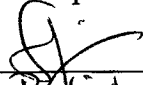
3.5. Effective April 1, 2011, the minimum monthly rent payment shall be \$9,025, which reflects an adjustment made in accordance with the first sentence of Section 6.F. of the Lease in connection with the early exercise of Tenant's first option to extend.

4. **No Other Changes**. Except as expressly amended by this Amendment, the Lease remains unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed effective as the date first set forth above.

"LESSOR"

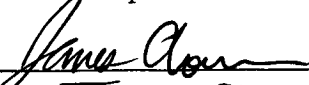
CITY OF LONG BEACH,
a municipal corporation

By:  Assistant City Manager
Name: Patrick H. West
Position: City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

"LESSEE"

CHOURA VENUE SERVICES,
a California corporation

By: 
Name: James Choura
Position: Owner

The foregoing Amendment is hereby approved as to form this 23 day of March, 2011.

ROBERT E. SHANNON, City Attorney

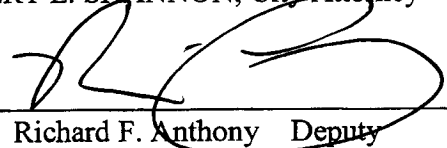
By: 
Richard F. Anthony Deputy

Exhibit A
Restaurant Lease

Consent to Assignment of Lease

1. **Identification and Parties.** This Consent to Assignment of Lease (this "Consent") is executed by the City of Long Beach, a municipal corporation ("City"), effective as of March 23, 2011.

2. **Recitals.**

2.1 The City and Choura Venue Services, a California corporation ("Assignor"), are parties to that certain Amended and Restated Lease dated as of December 16, 2008, as amended by that certain First Amendment of Lease dated March 23, 2011 (as amended, the "Restaurant Lease"), pursuant to which Assignor, as lessee, leases and operates that certain El Dorado Restaurant located at El Dorado Park Golf Course. A correct and complete copy of the Restaurant Lease is attached hereto as Exhibit A.

2.2 American Golf Corporation currently operates the golf course at El Dorado Park Golf Course pursuant to that certain Lease dated July 18, 1984 by and between City and American Golf Corporation, as amended. Pursuant to such lease, American Golf Corporation also operates the golf courses and restaurants at Heartwell Golf Course, Recreation Park Golf Course, Recreation Park 9-Hole Golf Course, and Skylinks Golf Course.

2.3 Assignor and American Golf Corporation, a California corporation (hereafter "Assignee"), are parties to that certain Purchase and Sale Agreement dated December 7, 2010, as amended by amendments dated January 20, 2011, February 4, 2011, February 17, 2011 and February 25, 2011 (as amended, the "Purchase Agreement") pursuant to which, among other things, Assignor agreed to assign and transfer to Assignee all of Assignor's interest under the Restaurant Lease. The assignment of the Restaurant Lease shall be evidenced by that certain Assignment and Assumption of Restaurant Lease, the form of which is attached hereto as Exhibit B ("Assignment and Assumption of Restaurant Lease").

2.4 Pursuant to Section 44 of the Restaurant Lease, the assignment of the Restaurant Lease requires the consent of the City.

In order to evidence such consent, the City desires to execute this Consent to Assignment of Lease.

3. **Consent to Assignment.**

3.1 The City hereby ratifies the Restaurant Lease and consents to the assignment of the Restaurant Lease from Assignor to Assignee and the execution and delivery of the Assignment and Assumption of Restaurant Lease.

3.2 The Restaurant Lease attached hereto as Exhibit A is a complete and correct copy of the Restaurant Lease and all amendments, and such lease has not otherwise been modified or amended.

3.3 The City confirms that: (i) there are no defaults or breaches under the Restaurant Lease; (ii) Assignor has fully complied with all the terms and conditions of the Restaurant Lease,

including without limitation, the payment of rent and all other amounts required to be paid by lessee thereunder; and (iii) the Restaurant Lease is in full force and effect.

4. **Miscellaneous.**

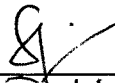
4.1 No amendment or modification of this Consent shall be valid unless the amendment or modification is in writing and signed by the City and Assignee.

4.2 This Consent shall be effective on the date set forth above.

IN WITNESS WHEREOF, the City has executed this Consent to Assignment of Lease to be effective as of the date first set forth above.

“CITY”

CITY OF LONG BEACH,
a municipal corporation

By:  Assistant City Manager
Name: Patrick H. West
Title: City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

APPROVED AS TO FORM


3-23, 20 11
ROBERT E. SHANNON, City Attorney
By 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

Exhibit A
Restaurant Lease

Exhibit A

03674-00079/1771111.4

1 defaults after giving such notice, then Lessor shall have the right to reject and rescind
2 unilaterally and immediately Lessor's acceptance of a lease extension.

3 3. HOLDING OVER. If Lessee holds over after the expiration of the
4 initial term or any extension, with or without the express consent of Lessor, such holding
5 over shall be a tenancy from month to month only, and not an extension or renewal of
6 this Lease. Such month to month tenancy shall be subject to the terms, covenants, and
7 conditions herein, except that rent shall be one hundred fifty percent (150%) of the rent
8 stated in Section 6 provided that Lessor has completed its "Request for Proposal"
9 process at least sixty (60) days prior to the expiration of the extended term and that
10 Lessor has timely obtained authorization of its City Council to execute an extension or a
11 new lease. If Lessor has not met one or both of these conditions, then Lessee shall not
12 be obligated to pay the holdover rent. Nothing in this Section shall be construed as
13 consent by Lessor to any holding over by Lessee.

14 4. USE. A. The Premises shall be used solely to sell to the public food
15 and beverages, including alcoholic beverages, rental of banquet rooms and the operation
16 of a full service event planning center, associated with the Event Center commonly
17 known as the Garden Pavilion. Lessee may provide and operate an "on course snack
18 bar" with a standard, typical assortment of food and beverages according to a schedule
19 mutually agreed by Lessor and Lessee.

20 Lessee shall not use the Premises for any other business and there shall be
21 no indicia of any other business at, on, through, to, or in the Premises including but not
22 limited to telephone listings or lines, storage, catering, food service, sales of goods,
23 preparation of food for delivery off of the Premises, or parking of vehicles (except the
24 personal automobiles of Lessee and Lessee's employees).

25 B. Lessee shall not use the Premises nor conduct its business in any
26 manner that will create a nuisance, unreasonable annoyance, or waste. Lessee shall not
27 make or permit any noise or odors that constitute a nuisance within the meaning of
28 California Civil Code Section 3479 or California Penal Code Section 370. Lessee shall

1 not store chairs, tables, linens, dishes, cookware, flatware, utensils, pots, pans, catering
2 supplies or equipment, miscellaneous cooking supplies and equipment, heaters, risers, or
3 the like except as necessary for use on the Premises, in the reasonable opinion of the
4 Director of Parks, Recreation and Marine (referred to as Director). Lessee shall obtain
5 and maintain all licenses required by the California Alcoholic Beverage Control so that
6 Lessee can serve alcoholic beverages on, at and from the Premises.

7 C. Lessee shall use the Premises and operate its business in
8 compliance with all laws, ordinances, rules, and regulations of and obtain such permits,
9 licenses, and certificates required by all federal, state and local governmental authorities
10 having jurisdiction over the Premises and Lessee's business thereon. Lessee shall
11 submit to the Director copies of all permits, licenses, and certificates within five (5) days
12 after Lessee's receipt of same.

13 D. Lessee shall ensure that all activities and guests affiliated with an
14 event at the Garden Pavilion shall remain within the designated area as described on
15 Exhibit "B". Events booked through Choura Venue Services shall comply with the
16 boundaries set by this Lease and shall not create a nuisance or unreasonable annoyance
17 for guests of the American Golf Corporation.

18 5. HOURS OF OPERATION. The following applies to the "on course
19 snack bar", the restaurant snack window and the restaurant. Lessee shall post the hours
20 of operation in a conspicuous location. Lessee shall not change the hours of operation,
21 except for the following reasons: adjustments for standard time and daylight savings
22 time; (b) inclement weather conditions; or (c) prior consent from the Director of Golf
23 Operations Superintendent. The "on course snack bar" shall open no later than thirty
24 (30) minutes after dawn and close no earlier than thirty (30) minutes after dusk. The
25 restaurant snack window shall operate from dawn to dusk. The restaurant hours shall be
26 determined by mutual agreement between the Director, Golf Operations Superintendent
27 and Lessee. All other provisions of this Section still apply.

28 6. RENT. A. Lessee shall pay as rent monthly installments during the

1 term and any extension, in an amount equal to the greater of a percentage of monthly
2 gross sales receipts or the minimum monthly installment. Effective January 1, 2009
3 through December 31, 2013 the monthly percentage rent will be 8% of monthly gross
4 sales receipts and the minimum monthly installment shall be \$7,400.00. Effective
5 January 1, 2014 through December 31, 2018 the percentage rent will be 10% of monthly
6 gross sales receipts and the minimum monthly installment shall be \$7,400.00.

7 B. Upon execution of the contract, the Lessee shall complete a capital
8 improvement project, as defined in Section 7, with a value of \$25,000 by December 31,
9 2011. The Director of the Department of Parks, Recreation and Marine shall approve the
10 scope of the project.

11 C. "Gross receipts" shall mean: a) all sales made in, on, or through the
12 Premises, by Lessee, its agents, licensees, concessionaires, subtenants, or any other
13 person or entity acting under contract with Lessee, whether in cash or on credit, and
14 whether payment is collected or not, without any deductions, except sales taxes payable
15 to the State of California, a municipal corporation, or some other governmental entity; b)
16 all charges for the use of banquet rooms and the Event Center commonly known as the
17 Garden Pavilion on the Premises and for services performed by Lessee, its agents,
18 licensees, concessionaires, subtenants, or any other person or entity acting under
19 contract with Lessee in connection therewith; c) all sums charged at or deposited in
20 vending machines on the Premises, regardless of the ownership of said vending
21 machines; d) all sums received by Lessee from the State or retained by Lessee relating
22 to Lessee's sales of lottery tickets; and e) proceeds from business interruption or similar
23 insurance.

24 D. Lessee shall pay monthly installments of rent on or before the twentieth
25 (20th) day of each month and, if payment is based on gross receipts, then the calculation
26 of rent due shall be made on gross receipts received for the month preceding the month
27 in which payment is due. During the first month of the term of this Lease Lessee shall
28 pay the minimum monthly installment of \$7,400 provided, however, that if Lessee's gross

1 receipts for the first month of the term exceed the minimum monthly installment, then
2 Lessee shall pay the difference between the minimum monthly installment and eight
3 percent (8%) of gross receipts on or before the twentieth (20th) day of the second month
4 of the term. After the expiration or termination of this lease or any extension, Lessee
5 shall pay rent for the final month of the term on or before the twentieth (20th) day of the
6 month following the final month.

7 E. If any payment due to Lessor hereunder, however designated, is not
8 made when due, Lessee shall pay an additional sum equal to ten percent (10%) per
9 annum of the payment due and unpaid.

10 F. Upon execution of each renewal option, the minimum monthly
11 installment shall be adjusted using the 75% formula (75% of the average annual rent paid
12 by Lessee for the prior five (5) years divided by twelve (12)). At no point during the term
13 of extensions of the Lease shall the minimum monthly installment fall below \$7,400.00.

14 G. In addition to the adjustment of the minimum monthly installment,
15 upon execution of each renewal option, Lessee shall complete a capital improvement
16 project, as defined in Section 7, with a value of \$25,000 within 12 months of executing
17 the renewal. The Director of Department of Parks, Recreation and Marine shall approve
18 the scope of the Capital Project.

19 H. Lessee shall pay as additional rent any sum expended by Lessor
20 under Section 8(B), Section 9 and Section 21. Any other sums that Lessee is required to
21 pay under this Lease shall also be deemed additional rent.

22 7. CAPITAL IMPROVEMENT PROJECTS ACCOUNT. A. Lessor will
23 establish a trust account within the General Fund as stated in Section 7E to be used to
24 reimburse Lessee for capital improvement projects made to the Premises as defined by
25 Section 7D.

26 B. Prior to commencing with a capital project, Lessee shall obtain prior
27 written approval from the Director of Parks, Recreation and Marine. To obtain
28 reimbursement from this trust account for said project, Lessee shall have obtained written

1 approval of the reimbursement at the time authorization was obtained for commencing
2 with the project. Such requests shall be submitted in writing to: Department of Parks,
3 Recreation and Marine, 2760 N. Studebaker Road, Long Beach, CA 90815, Attention:
4 Director, with a copy to the Golf Operations Superintendent at the same address.

5 C. Upon completion of the approved for reimbursement capital project,
6 Lessee shall submit copies of invoices accompanied by copies of cancelled checks
7 showing payment of said invoices. Lessor shall review such documentation and provide
8 a determination to Lessee within 60-days of submission of all required paperwork.
9 Paperwork shall be submitted to: Department of Parks, Recreation and Marine, 2760 N.
10 Studebaker Road, Long Beach, CA 90815, Attention: Director, with a copy to the Golf
11 Operations Superintendent at the same address.

12 D. In order to qualify as a reimbursable capital improvement project
13 ("Project"), the project must meet each of the following: (a) must cost \$5,000 or more; (b)
14 must have a useful life of 10 years; (c) must improve, renovate and/or extend the life of a
15 facility or infrastructure; (d) often takes more than a single year to complete the planning,
16 design, and develop scope of work, specifications, competitive bidding and award of
17 contract, secure permits and inspections and performance of work; and (e) often has
18 multiple sources of funding, i.e. partnerships, grants, etc.

19 E. Effective January 1, 2009 through December 31, 2014, 2% of the
20 monthly payment submitted by the Lessee will be deposited into the capital improvement
21 account. Effective January 1, 2015 through December 31, 2019, 3% of the monthly
22 payment submitted to the Lessee will be deposited into the capital improvement account.
23 Upon execution of the renewal options, the per month contribution to the capital
24 improvement project fund shall be re-examined and determined by the Director of Parks,
25 Recreation and Marine.

26 8. BOOKS AND REPORTING. A. Lessee shall on or before the
27 twentieth (20th) day of each month deliver to the Director of Parks, Recreation and
28 Marine, or designee, at 2760 N. Studebaker Road, Long Beach, California 90815-1697,

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

1 Attention: Accounting, a signed statement, using a form approved by Lessor, showing
2 gross receipts of each day of the preceding month.

3 B. If Lessee fails to prepare and deliver or cause to be prepared and
4 delivered the statements as and when required above and such failure continues after
5 thirty (30) days' notice thereof by Lessor to Lessee, Lessor may audit or cause an audit
6 to be made of all books of account and other records relating to Lessee's operations
7 conducted in, on or from the Premises and may prepare the statement or statements
8 which Lessee failed to prepare and deliver. Said audit shall be in addition to the special
9 audit in Section 9. Lessee shall pay on demand all expenses of such audit and the
10 preparation of any such statements and all sums as may be shown by such audit to be
11 due as rent together with interest thereon, as stated elsewhere herein, from the date of
12 Lessor's demand.

13 C. Lessee shall keep or cause to be kept during the initial term of this
14 Lease, all extensions, and for four (4) years after the end of Lessee's fiscal (accounting)
15 year complete books of account and other records reflecting all business conducted in,
16 on or from the Premises. Such books of account and records shall include a daily record
17 of gross receipts categorized as indicated in Section 6.B. Lessee shall maintain a
18 method of accounting for the receipts and disbursements in connection with all business
19 conducted in, on or from the Premises which correctly reflects all gross receipts and
20 disbursements. Lessee's books of account and records shall include but not be limited to
21 general ledgers, cash receipts, sales and purchases journals including any supporting
22 and underlying documents such as vouchers, checks, tickets, bank statements and the
23 like, state sales tax returns, state and federal income tax returns, and any other
24 accounting records that Lessor's City Auditor deems reasonably necessary for proper
25 reporting of gross receipts. Lessee shall furnish or cause to be furnished to Lessor, on
26 request, copies of Lessee's quarterly state sales and use tax returns, as filed with the
27 State. Lessee's books of account and records shall reflect only those transactions
28 conducted in, on or from the Premises and shall not be maintained on a consolidated

1 basis with other activities of Lessee or with any other entity. Said books of account and
2 records shall be kept and maintained in accordance with generally accepted accounting
3 practices.

4 D. Lessor shall have the right at any reasonable time during the term
5 and for four (4) years after expiration or sooner termination of this Lease to examine and
6 audit said books of account and records, without restriction, at Lessor's cost except as
7 stated in Section 9. In addition, Lessor may observe Lessee's operations to confirm the
8 accuracy of said books of account and records.

9 E. All sales (including sales relating to rentals and banquets) shall be
10 recorded by means of cash registers which publicly display the amount of each sale and
11 automatically issue a receipt or certify the amount recorded on a sales slip, or an
12 equivalent system for processing sales, that provides a cumulative total. Such sales shall
13 be recorded in the register prior to closing the register for the day. This includes all
14 payments made in the form of cash, money order, check, debit and credit. Said cash
15 registers or equivalent system shall have locked-in sales totals and transaction counters
16 which are constantly accumulating and which cannot be reset, and a tape located within
17 the register on which transaction numbers and sales details are imprinted. Beginning
18 and ending cash register readings shall be made a matter of daily record. Lessee shall
19 not replace said cash register or equivalent system or purchase or install any other cash
20 register or equivalent system without the prior approval of Lessor's City manager or
21 designee.

22 F. Within one hundred twenty (120) days after the end of each calendar
23 year during the Lease term and within one hundred twenty (120) days after the expiration
24 or sooner termination of this Lease, Lessee shall submit to Lessor an "Agreed Upon
25 Procedures Report" prepared by an independent certified public accountant that verifies
26 the gross receipts for the prior year (or partial year in the case of expiration or sooner
27 termination) as well as the accuracy of rent paid to Lessor hereunder.

28 9. SPECIAL AUDITS. Lessor shall have the right during each lease

1 year and within a period of four (4) years following the expiration or termination of this
2 Lease to undertake a special audit of Lessee's books of account and records. Lessee
3 shall cooperate fully with Lessor or Lessor's agents in the special audit. The audit shall
4 be conducted during usual business hours. If the audit reveals a deficiency in the
5 payment of rent to Lessor, the deficiency shall become immediately due and payable
6 together with interest thereon as stated elsewhere herein from the date of Lessor's
7 demand for payment of the deficiency. If the amount of any deficiency for any lease year
8 or partial lease year exceeds three percent (3%) of the rent paid, Lessee shall pay the
9 cost of the special audit; otherwise, the cost thereof shall be paid by Lessor.

10 10. IMPROVEMENTS. Lessee shall not make any alteration, installation
11 or improvement in or upon the Premises without the prior approval of Lessor's City
12 Manager or designee. Any approved alterations, installations or improvements shall be
13 made at the sole cost and expense of Lessee shall comply with all current rules and
14 regulations and shall become the property of Lessor on expiration or sooner termination
15 of this Lease.

16 11. MAINTENANCE. A. Lessee shall, at Lessee's sole cost and to the
17 satisfaction of Lessor, maintain the Premises and all improvements thereon, both interior
18 and exterior, in good condition, in substantial repair, in a safe, clean, sanitary condition,
19 and in compliance with applicable laws and this Lease. Lessee shall remove graffiti
20 within twenty-four (24) hours after it appears.

21 B. Lessee shall furnish and maintain, at Lessee's sole cost and
22 expense, all equipment and furnishings necessary to conduct the business permitted
23 hereunder including but not limited to: tables, chairs, miscellaneous furniture, carpeting,
24 flooring, drapes, blinds, light fixtures, chinaware, silverware, glassware, table service,
25 linens, cooking utensils, and similar items necessary for the business. Upon expiration of
26 this lease, all such personal property (excluding light fixtures, carpeting, other flooring,
27 mirrors, specialty windows and paneling) shall be owned by Lessee.

28 C. Without limiting Lessee's duty under Section 11.A., Lessee shall:

1 1) maintain all structures on the Premises, including but not limited to
2 the interior and exterior walls, roof, fixtures, heating, ventilation and air
3 conditioning equipment, appliances, hardware, windows, doors, carpeting, flooring,
4 plumbing, and electrical systems;

5 2) maintain all electrical, gas, and plumbing fixtures and equipment;

6 3) provide and use approved containers for trash and garbage and
7 keep the Premises and an area surrounding them for a distance of fifty feet (50')
8 free of trash, garbage, and litter;

9 4) vacuum, dust and sweep daily the Premises, including but not limited
10 to lobbies, patios, walkways, tile area up to the entry way and storage areas
11 affiliated with the Premises;

12 5) clean all windows, as needed;

13 6) control rodents, other pest, and insects as necessary for health and
14 safety and to prevent damage or destruction to the Premises; and

15 7) repair all existing and future damage to the Premises caused by
16 rodents, other pest, and insects including but not limited to damage caused by
17 termites.

18 8) maintain restroom located adjacent to the restaurant at the El
19 Dorado Golf Course in a safe, clean, sanitary, and aesthetically pleasing condition
20 throughout each day.

21 D. Lessee's duty to maintain shall include the duty to repair and
22 replace, as needed.

23 E. If Lessee fails to maintain the Premises, Lessor may notify Lessee of
24 said failure. If Lessee fails to correct the situation within thirty (30) days after notice or
25 such longer period as may make the necessary correction and the cost thereof, including
26 but not limited to the cost of labor, materials, equipment and administration, shall be paid
27 by Lessee as additional rent within ten (10) days after receipt of a statement of said cost
28 from Lessor . Lessor may, at its option, chose other remedies available herein or by law.

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

1 Lessee hereby waives to the extent permitted by law any right to make repairs at the
2 expense of Lessor or to vacate the Premises in lieu thereof as may be provided by law.
3 Lessor shall have no obligation to perform any maintenance.

4 12. SURRENDER OF PREMISES ON EXPIRATION. On expiration of
5 this Lease, Lessee shall peaceably deliver to the Lessor possession of the Premises and
6 all improvements in the same or better condition than existed at the execution of this
7 Lease, reasonable wear and tear excepted.

8 13. TAXES: Lessee acknowledges that this Lease may create a
9 possessory interest subject to property taxation and that Lessee may be liable for
10 payment of taxes levied on such interest. Lessee shall promptly pay, prior to
11 delinquency, all taxes, assessments and other governmental fees that may be levied on
12 or against the Premises, Lessee's personal property, equipment, furnishings, or trade
13 fixtures on the Premises and any improvements to the Premises, and on any possessory
14 interest created by this Lease, and provide proof of payment to Lessor on demand.

15 14. SUBSURFACE RESTRICTIONS. The parties agree that this Lease
16 covers only the surface of the Premises and only so much of the subsurface as is
17 reasonably necessary for Lessee's use of the Premises as permitted hereunder.

18 15. NONDISCRIMINATION. Lessee agrees, subject to applicable laws,
19 rules and regulations, that no person shall be subject to discrimination in the performance
20 of this Lease on the basis of race, color, religion, national origin, sex, sexual orientation,
21 gender identification, AIDS, HIV status, age, disability, or handicap.

22 16. UTILITIES. Lessee, at its cost, shall make arrangements for and pay
23 for all utility installations and services furnished to or used by it, including and without
24 limitation telephone, gas, water, refuse collections, recycling, sewer, electricity services
25 and for all connection charges.

26 17. STANDARD OF SERVICE. A. Lessee shall maintain an adequate
27 and proper staff for the operation of business hereunder. Lessor's City Manager or
28 designee may give Lessee notice that the conduct of an employee of Lessee is, in the

1 reasonable belief of Lessor, detrimental to the interest of the public patronizing the
2 business hereunder. Lessee shall meet with Lessor to discuss such matter and Lessee
3 shall take reasonable measures to assure Lessor that the conduct of Lessee's
4 employees will not be detrimental to the interest of the public.

5 B. Lessee shall provide uniforms and name badges for all employees
6 working on the Premises. Lessee shall give personal attention to the conduct and
7 operation of the business on the Premises, and in Lessee's absence from the Premises,
8 leave a competent and reliable agent in charge. However, Lessee shall not be absent
9 from Lessee's duties for a period in excess of seven (7) consecutive days without the
10 prior approval of Lessor.

11 C. Lessee shall provide service to the public with food and beverages of
12 the best quality and at reasonable charges. Lessor shall have the right to approve the
13 type of service rendered and order such service to be improved, discontinued or
14 remedied.

15 D. Lessor may inspect Lessee's operation. Upon completion of the
16 inspection, Lessor shall submit a copy of the findings to Lessee providing adequate time
17 for correction of deficiencies. If Lessee fails to correct a deficiency identified, the Lessee
18 shall be in default on this Lease.

19 18. HAZARDOUS MATERIALS. Lessee shall not keep or allow to be
20 kept on the Premises any goods, merchandise, supplies, personal property, materials, or
21 items of any kind which are in any way explosive or hazardous except those limited ones
22 which are necessary for Lessee to operate a restaurant on the Premises provided that
23 Lessee disposes of same as required by law. Lessee shall comply with California Health
24 and Safety Code Section 25359.7 or its successor statute regarding notice to Lessor on
25 discovery by Lessee of the presence or suspected presence of any hazardous material
26 on the Premises. "Hazardous" refers to and means anything which is or becomes
27 regulated by the City of Long Beach, the County of Los Angeles, the State of California,
28 or the United States government.

1 19. PRICING. Lessee shall at all times maintain a complete list of the
2 prices charged for food, beverages, rentals and services, and combinations thereof. Said
3 prices shall be approved, in writing, by the Director and shall be fair and reasonable,
4 based on needs of the public for them, and comparable to prices for similar foods,
5 beverages, rentals, and services, and combinations thereof, in the Long Beach area.
6 Lessee shall notify the Director or his designee thirty (30) days prior to any increases in
7 prices for foods, beverages, rentals, and services, and combinations thereof. In the
8 event the Director or his designee notifies Lessee that prices are not approved, Lessee
9 shall have the right to confer with the Director and justify said prices. Following
10 reasonable conference and consultation thereon, Lessee shall make such price
11 adjustments as may be directed by the Director or his designee. Lessee may appeal the
12 determination of the Director or his designee to the City manager, whose decision
13 thereon shall be final. However, Lessee shall comply with the price adjustment directed
14 by the Director (or his designee) pending the final ruling thereon by the City Manager.

15 20. SAFETY. Lessee shall immediately correct any unsafe condition on
16 the Premises, as well as any unsafe practices occurring thereon. Lessee shall promptly
17 call for emergency medical care for any member of the public who is in need thereof
18 because of illness or injury occurring on the Premises. Lessee shall cooperate fully with
19 Lessor in the investigation of any injury or death occurring on the Premises, and shall
20 make a prompt report thereof to the Director.

21 21. SIGNS. Lessee shall not place, affix, maintain, or permit any sign,
22 advertisement, name, insignia, logo, descriptive material, or similar item (collectively
23 "sign") on the Premises without the prior approval of the Director or designee. Sign shall
24 also include any advertising in newspapers, magazines, trade journals, and radio and
25 television commercials. Any approved sign shall be maintained by Lessee, at its cost, in
26 good condition. Any sign not approved by Lessor may be removed by Lessor at Lessee's
27 cost. The cost of removal shall be additional rent.

28 22. INDEMNITY. Lessee shall defend, indemnify and hold Lessor, its

1 officials, employees, and agents harmless from all claims, demands, damages, causes of
2 action, losses, liability, costs and expenses, including reasonable attorney's fees, of any
3 kind or nature whatsoever arising from the occupancy, use, or misuse of the Premises by
4 Lessee, Lessee's employees, agents, subtenants, licenses, invitees, concessionaires, or
5 visitors, from the condition of the Premises, the alleged negligent acts or omissions of
6 Lessee, Lessee's employees or agents, or any default in the performance of any
7 obligations on Lessee's part to be performed under this Lease.

8 23. INSURANCE. Concurrent with the execution of this Lease, Lessee
9 shall procure and maintain, at his cost, during the term of this Lease and any extensions
10 thereof from an insurer admitted in California or having a minimum rating of or equivalent
11 to A:VIII by A.M. Best Insurance Guide:

12 a) Comprehensive General Liability insurance, including products, fire
13 legal liability, and liquor liability coverage, with a combined single limit of at least
14 One Million Dollars (\$1,000,000) for each occurrence for Two Million Dollars
15 (\$2,000,000) general aggregate. Lessor, its officials, employees and agents shall
16 be covered as additional insureds with respect to liability arising from activities
17 performed by or on behalf of Lessee on the Premises. Said insurance shall be
18 primary insurance with respect to Lessor and shall include a cross liability
19 protection.

20 b) "All Risk" property insurance in an amount sufficient to cover the full
21 replacement value of the buildings and structural improvements leased to Lessee
22 by Lessor. Lessor shall be named as an insured under a standard loss payable
23 endorsement.

24 c) "All Risk" property insurance in an amount sufficient to cover the full
25 replacement value of Lessee's personal property and equipment on the Premises.

26 d) Business interruption insurance insuring that the rent due Lessor shall
27 be paid for a period of up to twelve (12) months if the Premises are destroyed or
28 rendered inaccessible.

1 e) Workers' compensation insurance as required by the California Labor
2 Code.

3 Upon the execution of this Lease, Lessee shall deliver to Lessor certificates
4 of insurance with original endorsements evidencing the coverage required by this Lease.
5 The certificates and endorsements shall be signed by a person authorized by the insurer
6 to bind coverage on its behalf. Lessor reserves the right to require complete certified
7 copies of all policies at any time. Said insurance shall contain an endorsement requiring
8 thirty (30) days' prior written notice from insurers to Lessor before cancellation or change
9 of coverage.

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

18 Not more frequently than every three (3) years, if in the opinion of Lessor or
19 of an insurance broker retained by Lessor, the amount of the foregoing insurance
20 coverages is not adequate, Lessee shall increase the insurance coverage as required by
21 Lessor.

22 The procuring of said insurance shall not be construed as a limitation on
23 Lessee's liability or as full performance on Lessee's part of the indemnification and hold
24 harmless provisions of this Lease; and Lessee understands and agrees that,
25 notwithstanding any insurance, Lessee's obligation to defend, indemnify and hold Lessor,
26 its officials and employees harmless hereunder is for the full and total amount of Lessee's
27 liability.

28 Any modification or waiver of the insurance requirements herein shall only

1 be made with the written approval of the Lessor's Risk Manager or designee.

2 24. CAPTIONS. The headings and numbers herein and the grouping of
3 this Lease into separate Sections, paragraphs, and clauses are for convenience only and
4 shall not be considered a part hereof and shall have no effect on the interpretation of this
5 Lease.

6 25. JOINT EFFORT. This Lease is created as a joint effort between the
7 parties and fully negotiated as to its terms, covenants and conditions. This Lease shall
8 not be construed against either party as the drafter. The relationship of the parties is that
9 of Lessor and Lessee, and the parties agree that nothing contained in this Lease shall be
10 deemed or construed as creating a partnership, joint venture, principal-agent,
11 association, or employer-employee relationship between them or between Lessor and
12 any third person or entity.

13 26. NO WAIVER BY LESSOR. The failure or delay of Lessor to re-enter
14 the Premises, to insist on strict enforcement of any term, covenant, or condition, or to
15 exercise any right, power, privilege, or option arising from any breach or default shall not
16 impair any such right, power, privilege, or option or be construed or deemed a waiver of
17 such breach or default or relinquishment of any right, power, privilege or option. The
18 receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any
19 other default but shall only constitute a waiver of timely payment for the particular rent
20 payment involved. Any waiver by Lessor of any default or breach shall be in writing and
21 shall not be construed to be a waiver of any subsequent or other breach or default of the
22 same or any other term, covenant, or condition of this Lease, nor shall failure on the part
23 of Lessor to require exact and complete compliance hereof be construed or deemed as in
24 any manner changing this Lease or preventing Lessor from enforcing this Lease, nor
25 shall the conduct of the parties be deemed to change this Lease. Lessor's approval of
26 any act by Lessee requiring Lessor's approval shall not be deemed to waive Lessor's
27 approval of any subsequent act of Lessee. No notice to Lessee shall be required to
28 restore "time is of the essence" after waiver by Lessor of any breach or default. No right,

1 power, privilege, option, or remedy of Lessor shall be construed as being exhausted by
2 the exercise thereof in one or more instances.

3 27. PARTIAL INVALIDITY. If any term, covenant, or condition of this
4 Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the
5 remainder of the provisions hereof shall remain in full force and effect and shall in no way
6 be affected, impaired or invalidated thereby.

7 28. SUCCESSORS IN INTEREST. This Lease shall be binding on the
8 inure to the benefit of the parties and their successors, heirs, personal representatives,
9 transferees, and assignees except as provided in Section 44 hereof, and all of the parties
10 hereto shall be jointly and severally liable hereunder.

11 29. LESSOR'S RIGHT TO RE-ENTER ON TERMINATION. Lessee
12 shall peaceably deliver possession of the Premises to Lessor on the effective date of
13 termination of this Lease, and shall remove from the Premises Lessee's personal
14 property. On giving notice of termination to Lessee, Lessor shall have the right to re-
15 enter and take possession of the Premises on the effective date of termination without
16 further notice of any kind and without institution of summary or regular legal proceedings.
17 Termination of the Lease and re-entry of the Premises by Lessor shall in no way alter or
18 diminish any obligation of Lessee under the Lease and shall not constitute an acceptance
19 or surrender. Lessee waives any and all right of redemption under any existing or future
20 law in the event of eviction from or dispossession of the Premises for any reason or in the
21 event Lessor re-enters and takes possession. Lessee agrees that should the manner or
22 method used by Lessor in re-entering or taking possession give Lessee a cause of action
23 for damages or in forcible entry and detainer, the total amount of damages to which
24 Lessee shall be entitled in any such action shall be One Dollar (\$1.00). Lessee agrees
25 that this Section may be filed in any such action and that when filed it shall be a
26 stipulation by Lessee fixing the total damages to which Lessee is entitled in such action.

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

1 31. ATTORNEY'S FEES. In any action or proceeding relating to this
2 Lease, the prevailing party shall be entitled to its costs, including reasonable attorney's
3 fees.

4 32. WAIVER BY LESSEE. Lessor shall not be liable for and Lessee
5 hereby waives, to the extent permitted by law, all claims against Lessor, its officials,
6 employees and agents for loss, theft, and damage to equipment, furnishings, furniture,
7 trade fixtures, records, plants, and other personal property of Lessee on or about the
8 Premises, for loss or damage to Lessee's business, or injury to or death of persons on or
9 about the Premises from any cause except to the extent caused by Lessor's gross
10 negligence or willful misconduct.

11 Lessee acknowledges that it is familiar with California Civil Code Section
12 1542 which reads: "A general release does not extend to claims which the creditor does
13 not know or suspect to exist in his favor at the time of executing the release, which if
14 known by him must have materially affected his settlement with the debtor." And, Lessee
15 hereby releases Lessor from any unknown claims and waives his rights under said
16 Section 1542.

17 33. DEFAULT. The occurrence of any of the following acts shall
18 constitute a default by Lessee:

19 a) Failure to pay rent when due if the failure continues after three (3)
20 days' notice;

21 b) Abandonment of the Premises, provided that failure to occupy or
22 operate the Premises for ten (10) consecutive days shall be deemed an
23 abandonment except for closures due to conditions beyond Lessee's reasonable
24 control or temporary closures for specified dates with the prior approval of Lessor.
25 Temporary or other closures shall not relieve Lessee or Lessee's duty to maintain
26 the Premises at all times in accordance with Section 11 of this Lease.

27 c) Failure to perform any of the terms, covenants, or conditions of this
28 Lease if said failure is not cured within fifteen (15) days after Lessor notifies

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1 Lessee of said failure. If the default cannot reasonably be cured in fifteen (15)
2 days, Lessee shall not be in default if Lessee begins to cure within said period and
3 diligently proceeds to cure to completion. No such notice shall be deemed a
4 forfeiture or termination of the Lease unless Lessor so elects in the notice;

5 d) Any attempted assignment, transfer, or sublease except as approved
6 by Lessor pursuant to Section 44

7 e) Any failure to provide service to the public to the satisfaction of the
8 Director;

9 f) Failure to maintain or pay for all necessary permits and business
10 licenses required by the City of Long Beach in its municipal or regulatory capacity;

11 g) Failure to pay when due all fees and charges for refuse collection,
12 recycling, gas, water, sewer, or other utility or service provided by the City of Long
13 Beach in its municipal capacity;

14 h) Failure to report or pay when due to the City of Long Beach in its
15 municipal or regulatory capacity all applicable sales tax, transient occupancy
16 taxes, utility use taxes, or other excise taxes, if applicable.

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

21 34. RIGHT OF ACCESS. Lessor shall have the right of access to the
22 Premises at all reasonable times to inspect the Premises, to determine whether or not
23 Lessee is complying with the terms, covenants, and conditions of this Lease, to serve,
24 post, or keep posted any notice, and for any other purpose deemed reasonable by
25 Lessor.

26 35. INTEGRATION AND AMENDMENTS. This Lease constitutes the
27 entire understanding between the parties and supersedes all other agreements and
28 communications between the parties, oral or written, concerning the subject matter

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1 herein. This Lease shall not be modified except in writing duly signed by the parties and
2 referring to this Lease. Each provision of this Lease to be performed by Lessee shall be
3 construed as both a covenant and a condition of this Lease.

4 36. RECORDATION. This Lease shall not be recorded.

5 37. FORCE MAJEURE. Except as to the payment of rent and as to the
6 provisions of Sections 12, 17(B), and 33, in any case where either party is required to do
7 any act, the inability of that party to perform, or delay in performance of that act caused
8 by or resulting from fire, flood, earthquake, explosion, acts of God, war, civil commotion,
9 strikes, lockouts, or any other cause whether similar or dissimilar to the foregoing which
10 is beyond the control of that party and not due to that party's fault or neglect shall be
11 excused and such failure to perform or such delay in performance shall not be a default
12 or breach hereunder. Financial inability to perform shall not be considered cause beyond
13 the reasonable control of the party.

14 38. GOVERNING LAW. The Lease shall be governed by and construed
15 in accordance with the laws of the State of California.

16 39. CONTINUOUS USE. Lessee shall continuously use the Premises
17 for the uses permitted in Section 4 during the term of this Lease. If the Premises are
18 partially destroyed or damaged and the Lease remains in full force and effect, Lessee
19 shall continue its operations to the extent reasonably practical in the exercise of Lessee's
20 good business judgment.

21 40. RESTORATION. Lessee shall promptly notify Lessor of damage or
22 destruction to the Premises and the date of same. Lessee shall promptly make proof of
23 loss and proceed to collect all valid claims that Lessee may have against insurers or
24 others based on such damage or destruction. All amounts recovered as a result of said
25 claims shall be used first for the restoration of the Premises, which Lessee shall promptly
26 begin and diligently pursue so that the Premises are restored to substantially the same
27 condition as they were in immediately before such damages or destruction. If existing
28 laws do not permit restoration, then Lessee may terminate this Lease by thirty (30) days'

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1 prior notice to Lessor. Restoration shall proceed in accordance with the provisions of
2 Section 9 of this Lease.

3 41. AMERICANS WITH DISABILITIES ACT. Lessee shall have and be
4 allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990
5 ("ADA") with respect to the Premises and Lessee shall defend, indemnify and hold Lessor
6 harmless from and against any and all claims of any failure to comply with or violation of
7 the ADA.

8 42. CONDEMNATION. A. If the whole of the Premises or
9 improvements is taken by right of eminent domain or otherwise for any public or quasi
10 public use, then when possession is taken thereunder by the condemnor or when Lessee
11 is deprived of practical use of the Premises or improvements, whichever date is earlier,
12 this Lease shall terminate. If there is a partial taking so that the remaining portion of the
13 Premises or improvements cannot be restored to an economically feasible operation of a
14 comparable kind to that which was permitted and existed prior to the taking, then the
15 Lease shall, at Lessee's option, terminate as of the time when possession was taken by
16 the condemnor or when Lessee was deprived of practical use of the Premises, whichever
17 date is earlier.

18 B. If there is a taking by right of eminent domain, the rights and
19 obligations of the parties with reference to the award and the distribution thereof shall be
20 determined in accordance with this Section. The award shall belong to and be paid to
21 Lessor, except that Lessee shall receive from the award a sum attributable to the value of
22 Lessee's leasehold estate including improvements made by Lessee. Said sum relating to
23 the value of Lessee's improvements shall not exceed the actual cost of improvements
24 constructed by Lessee reduced in proportion to the relationship that the truncated lease
25 term bears to the original lease term.

26 43. ABANDONED PROPERTY. If Lessee abandons the Premises or is
27 dispossessed by operation of law or otherwise, title to any personal property belonging to
28 Lessee and left on the Premises forty-five (45) days after such abandonment or

1 dispossession shall be deemed to have been transferred to Lessor. Lessor shall
2 thereafter have the right to remove and to dispose of said property without liability to
3 Lessee or to any person claiming under Lessee, and shall have no duty to account
4 therefore. Lessee hereby names Lessor's City Manager as Lessee's attorney in fact to
5 execute and deliver such documents or instruments as may be reasonably required to
6 dispose of such abandoned property and transfer title thereto.

7 44. ASSIGNMENT. A. Lessee shall not assign or transfer this Lease or
8 any interest herein, nor sublease the Premises or any part thereof (collectively in this
9 Section "transfer") without the prior approval of Lessor which shall not be unreasonably
10 withheld. The approval of Lessor to any transfer shall not relieve Lessor of the obligation
11 to obtain such approval to any further transfer. Neither this Lease nor any interest herein
12 shall be subject to transfer by attachment, execution, proceedings in insolvency or
13 bankruptcy (either voluntary or involuntary), or receivership. In the event of transfer
14 without the prior approval of Lessor, such transfer shall be voidable at Lessor's election
15 and, if avoided by Lessor, shall convey no interest. Any transfer without Lessor's prior
16 approval shall constitute a default of this Lease.

17 B. Lessor and Lessee agree (by way of example and without limitation)
18 that it shall be reasonable for Lessor to withhold Lessor's consent if any of the following
19 conditions exist or may exist: (i) the proposed transferee's use of the Premises conflicts
20 with or is inconsistent with the use of the Premises as set forth in Section 4 (ii) in Lessor's
21 reasonable business judgment, the proposed transferee lacks sufficient business
22 reputation or experience or management experience to operate or manage a business or
23 property like the Premises; (iii) Lessee is in default under this Lease; (iv) the proposed
24 transferee has not reasonably demonstrated the financial ability to perform the terms and
25 conditions of this Lease; (v) the business of the proposed transferee will result in a
26 material increase in the demands on available parking; and (vi) Lessor has a reasonable
27 belief that gross receipts will decline substantially.

28 C. If Lessee desires an assignment or transfer, then at least ninety (90)

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1 days prior to the date when Lessee desires the transfer to be effective ("Transfer Date"),
2 Lessee shall notify Lessor stating the Transfer Date, the name, street address, telephone
3 number, and business of the proposed assignee or transferee, the terms and conditions
4 of the proposed assignment or transfer, a statement whether the proposed assignee or
5 transferee is an individual, partnership or corporation, and if a partnership the names and
6 addresses of the general partners, and if a corporation the names and addresses of the
7 officers and directors and the State of incorporation. Lessee shall demonstrate that the
8 proposed assignee or transferee is financially responsible, capable of meeting its credit
9 obligations including rent payments, and experienced in operating the proposed
10 business, to Lessor's satisfaction as determined in Lessor's good faith judgment, by
11 providing financial statements, bank references and such supplemental information as
12 Lessor may thereafter request. Lessor's approval of the transfer shall not release Lessee
13 from performance herein.

14 D. Lessor shall notify Lessee fifteen (15) days prior to the Transfer Date
15 whether Lessee approves or disapproves the proposed assignment or transfer. Lessor's
16 failure to give such notice shall not be deemed approval.

17 E. Each permitted transferee shall assume and be deemed to have
18 assumed this Lease and shall be liable for the payment of rent and for the performance of
19 the terms, covenants, and conditions of this Lease. No permitted transfer shall be
20 binding on Lessor until the transferee shall deliver to Lessor a counterpart of the transfer
21 documents which contain a covenant of assumption by transferee. But, the failure or
22 refusal to execute such instrument of assumption shall not release transferee from
23 liability as set forth herein.

24 45. RELOCATION. Lessee agrees that nothing contained in this Lease
25 shall create any right in Lessee for any relocation assistance or payment pursuant to the
26 provisions of Title 1, Division 7, Chapter 16 of the Government Code from the City of
27 Long Beach upon expiration or termination of this Lease.

28 46. NOTICE. Any notice or approval hereunder shall be in writing and

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1 either personally delivered or deposited in the U.S. Postal Service, first-class, postage
2 prepaid, and addressed to Lessor at 333 West Ocean Boulevard, Long Beach, California
3 90802 Attn: City Manager with a copy to Director, 2760 North Studebaker Road, Long
4 Beach, California 90815-1697 and to Lessee at the address first stated herein. Notice
5 shall be effective on the date of mailing or on the date of personal delivery, whichever
6 first occurs. Change of address shall be given as described for notices.

7 47. PARKING. No specific parking spaces are assigned to or reserved
8 to Lessee or his patrons, and Lessee shall not appropriate parking spaces for his use or
9 that of his patrons.

10 48. BROKERS. Lessee represents that it has had no contracts or
11 dealings regarding this Lease through a broker or agent or any other person who can
12 claim a right to a commission or fee. Lessee shall defend, indemnify and hold Lessor
13 harmless from all liability and costs arising from any person claiming a commission or fee
14 as a result of Lessee entering this Lease provided that Lessor promptly notifies Lessee
15 regarding such claim.

16 49. REMEDIES. Upon the occurrence of any default, in addition to any
17 other rights or remedies of Lessor hereunder, by law or in equity, Lessor shall have the
18 following rights and remedies:

19 (a) Lessor may terminate this Lease by giving to
20 Lessee notice of termination, and Lessee shall immediately surrender possession of the
21 Premises, leaving them in good repair and condition subject to reasonable wear and tear.
22 Termination hereunder shall not relieve Lessee from the payment of any sum due Lessor
23 or any claim for damages. Lessor shall be entitled to recover from Lessee all damages
24 incurred by Lessor including but not limited to the cost of recovering possession,
25 expenses of reletting including renovation and alteration, reasonable attorney's fees, real
26 estate commissions paid, and (1) the worth at the time of award of the unpaid rent which
27 had been earned at the time of termination; (2) the worth at the time of award of the
28 amount by which the unpaid rent which would have been earned after termination until

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1 the time of award exceeds the amount of such rent loss that the Lessee proves could
2 have been reasonably avoided; (3) the worth at the time of award of the amount by which
3 the unpaid rent for the balance of the lease term after the time of award exceeds the
4 amount of such rent loss that the Lessee proves could be reasonably avoided. The
5 'worth at the time of award" in subparagraph (3) is computed by discounting such amount
6 at the discount rate of the Federal Reserve Bank of San Francisco at the time of award
7 plus one percent (1%). The "worth at the time of award" in subparagraphs (1) and (2) is
8 computed by allowing interest at the maximum rate allowed by law.

9 (b) Without terminating this Lease, Lessor may re-
10 enter and relet the Premises or any part thereof for the account and in the name of
11 Lessee or otherwise. Any reletting may be for the remainder of the Lease term or for a
12 longer or shorter period. Lessor may execute leases under this subsection either in its
13 name or in Lessee's name, and shall be entitled to the rent from the Premises. Lessee
14 hereby appoints Lessor its attorney-in-fact for the purpose such reletting. Lessee shall
15 nevertheless pay to Lessor when due all sums required hereunder, plus Lessor's
16 expenses, including but not limited to remodeling, commissions, and advertising, less the
17 sum received by Lessor from any reletting. No act by Lessor under this subsection shall
18 constitute termination of this Lease unless and until Lessor gives Lessee notice of
19 termination.

20 (c) Lessor shall have the right to have a receiver appointed to collect rent
21 and to conduct Lessee's business hereunder. Neither the filing of a petition for the
22 appointment or a receiver nor the appointment itself shall constitute an election by Lessor
23 to terminate this Lease.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated above.

CHOURA VENUE SERVICES, a California corporation

JANUARY 2ND, 2009

By: [Signature]
Signature

JAMES J. CHOURA
Type Name Here

JANUARY 2ND, 2009

By: [Signature]
Signature

STEVEN M. MATHIAS
Type Name Here

"Lessee"

MARCH 18, 2009

CITY OF LONG BEACH, a municipal corporation

[Signature] Assistant City Manager
City Manager

"Lessor" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing lease is hereby approved as to form this 17th day of February, 2009.

ROBERT E. SHANNON, City Attorney
[Signature]
Gary Anderson, Deputy

PARCEL 4a.

That portion of Lot 37 of Tract No. 10548, in the County of Los Angeles, State of California, as shown on the map recorded in Book 174, Pages 15 et seq., of Maps, in the office of the County Recorder of said County, bounded by the following described lines:

Beginning at a point in the westerly line of said lot distant thereon South 0° 06' 50" West 259.40 feet from the northwest corner of said lot; thence South 89° 53' 15" East 557.92 feet; thence South 0° 06' 45" West 2382.00 feet to a point in the south line of said lot distant thereon South 89° 53' 15" East 557.98 feet from the southwest corner of said lot; thence along said south line North 89° 53' 15" West 557.98 feet to said southwest corner; thence North 0° 06' 50" East 2382.00 feet to the point of beginning.

EXCEPTING AND RESERVING unto the owners of said property, their successors or assigns, an undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbons in, under or that may be produced and saved from those portions thereof located more than one hundred (100) feet below the surface together with all rights of every kind and description whatsoever to drill for, develop, take, remove and sever the same, or any part thereof, from said lands, provided that said owners shall not have the right to use the surface of any portion of said lands within one hundred (100) feet of the surface thereof.

Subject, however, to rights of County Sanitation District of Los Angeles to lay, construct, maintain, reconstruct, use and operate a sewer pipe line thereover as granted to it by deed recorded January 8, 1951, in Book 35252, Page 58, Official Records of Los Angeles County.

CITY OF LONG BEACH - CALIFORNIA
DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

LEGAL DESCRIPTION
FOR
PARCEL 4a OF TRACT No.10548

LEGAL DESCRIPTION

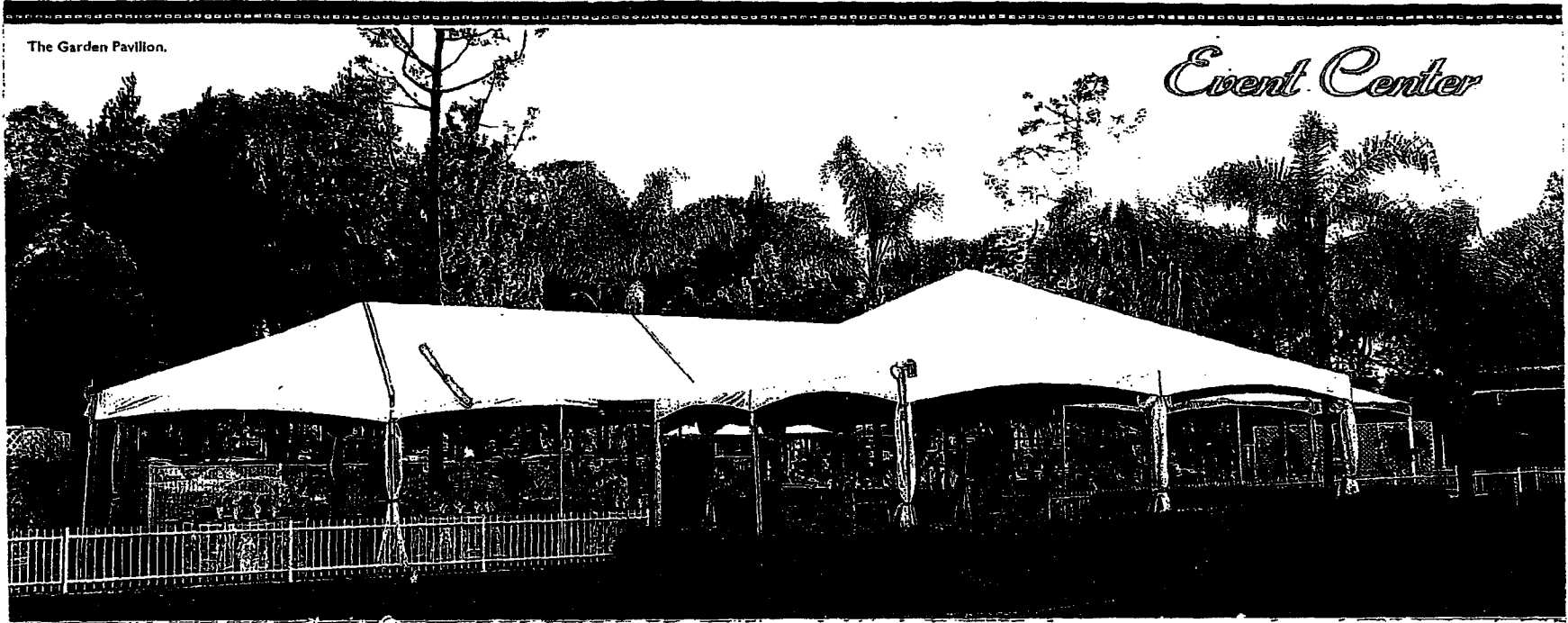
That portion of Lot 37 of Tract No. 10548, in the City of Long Beach, County of Los Angeles, State of California, as shown on the map recorded in Book 174, pages 15 et seq., of Maps, in the office of the County Recorder of said County described as follows:

Beginning at the southwest corner of said Lot 37; thence North (Cited as North $0^{\circ} 13' 15''$ East per said Tract No. 10548) 886.51 feet along the west line of said lot; thence at right angles to said west line East 290.20 feet to the TRUE POINT OF BEGINNING, said true point of beginning being distant South $27^{\circ} 58' 09''$ East 10.00 feet; thence South $62^{\circ} 01' 51''$ West 3.15 feet from the most southeasterly corner of the existing restaurant building corner; thence North $62^{\circ} 01' 51''$ East 34.70 feet along a line distant southeasterly 10.00 feet measured at right angles and parallel with the most southeasterly face of the existing restaurant facility; thence South $28^{\circ} 18' 58''$ East 79.51 feet; thence North $62^{\circ} 04' 50''$ East 26.93 feet; thence South $29^{\circ} 09' 52''$ East 30.85 feet; thence South $62^{\circ} 29' 23''$ West 62.77 feet; thence North $27^{\circ} 57' 49''$ West 109.87 feet to the TRUE POINT OF BEGINNING.
Said described parcel contains 4690 square feet.

CITY OF LONG BEACH - CALIFORNIA
DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

**LEGAL DESCRIPTION
FOR THE****TENT COVERED AREA LOCATED SOUTH EASTERLY
OF THE EL DORADO PARK RESTAURANT FACILITY**

The Garden Pavillon.



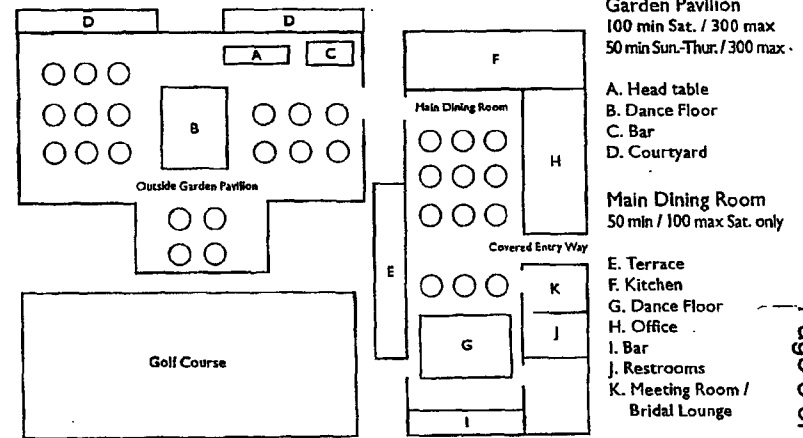
Event Center

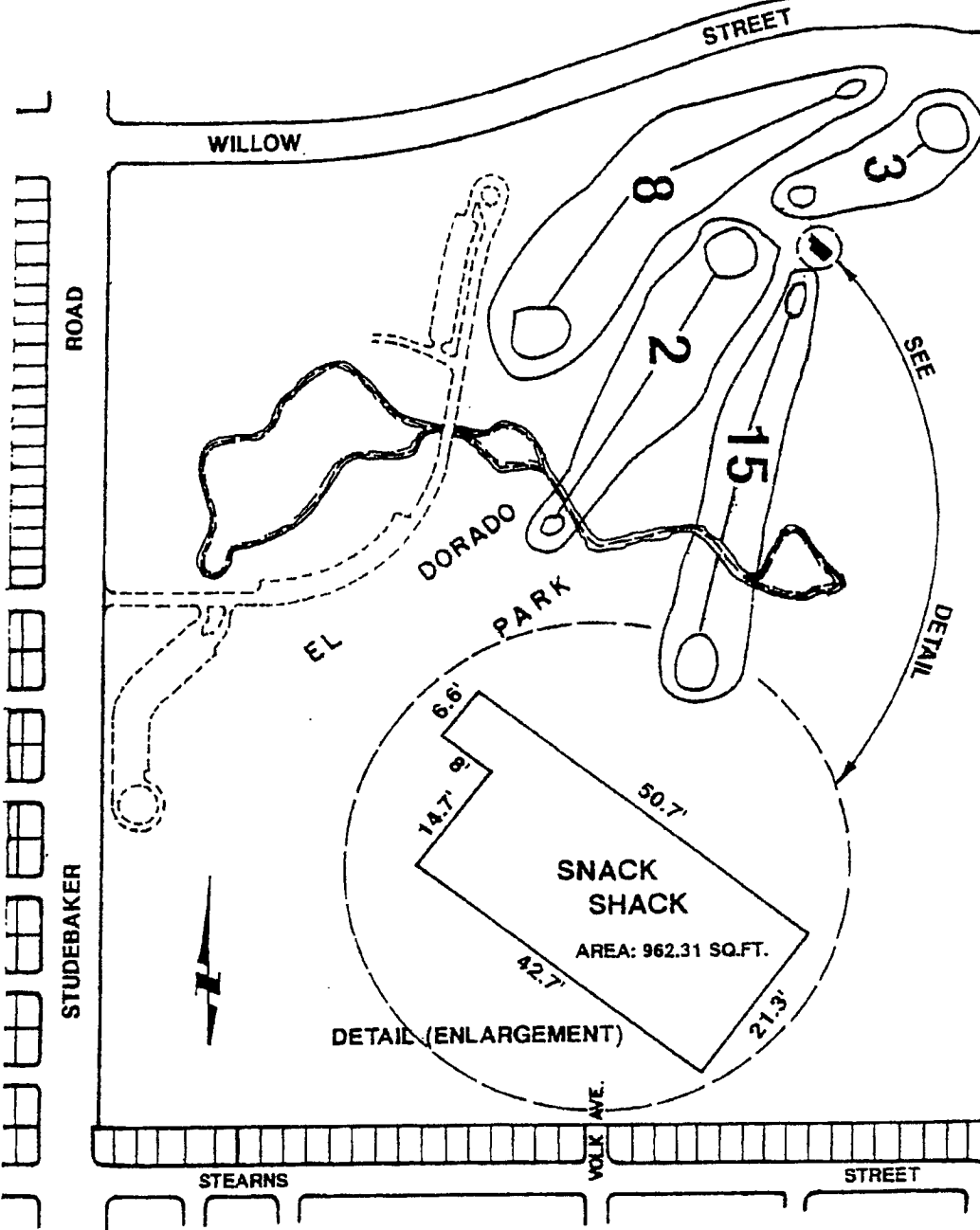


Take A Tour

Floor plan of Event Facilities.

Finding the room that best fits you is key to planning your event. Please view our floor plan with room minimums and maximums to determine your selection.





CITY	LOS ANGELES
OF	LOS ANGELES
DEPARTMENT	DEPARTMENT OF WATER AND POWER
OF	WATER AND POWER
CHANNEL	SAN GABRIEL RIVER
N/W	

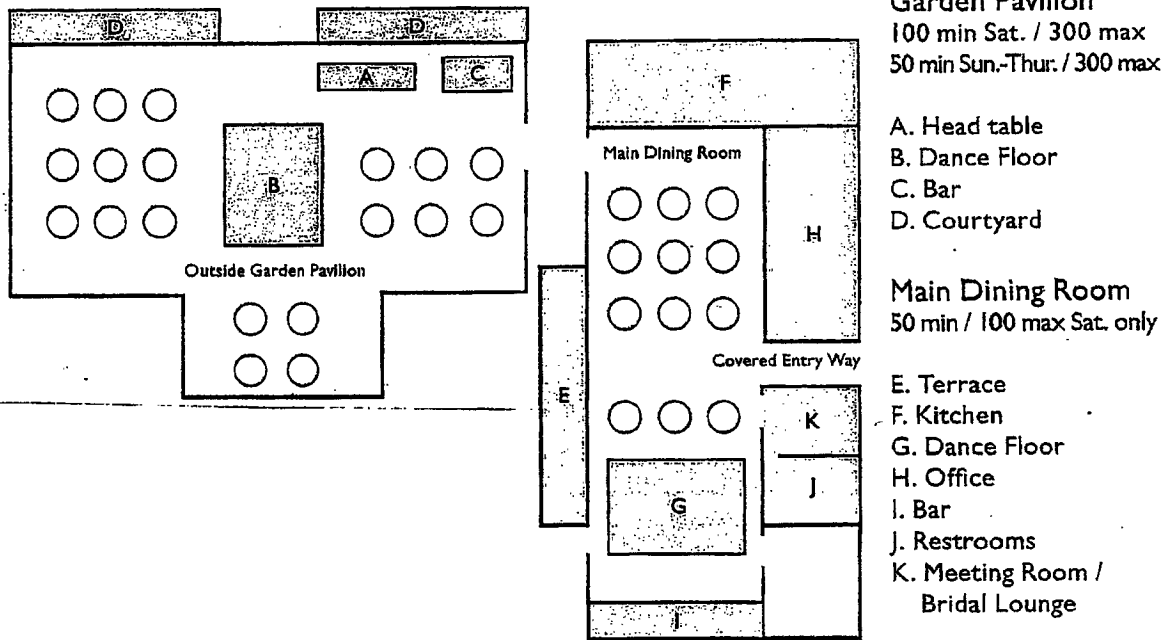
CITY OF LONG BEACH - CALIFORNIA
 DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

EL DORADO PARK WEST REFRESHMENT STAND

GARDEN PAVILION EVENTS

Pursuant to Section 4.D

The following is an illustration of the designated area for all activities and guest affiliated with an event in the Garden Pavilion.



Prior to scheduling any event, which requires use of an area outside the designated area as shown above, the Lessee shall contact the American Golf, General Manager of the El Dorado Golf Course for prior approval. In addition, the Lessee may be required by American Golf to repair any damage sustained to the grounds as a result of the Lessee's event.

Exhibit B

Assignment and Assumption of Restaurant Lease

Exhibit B

Assignment and Assumption of Restaurant Lease

(El Dorado Restaurant)

1. **Identification and Parties.** This Assignment and Assumption of Restaurant Lease (this "Assignment") is made and entered into effective as of March ____, 2011, by and between (i) CHOURA VENUE SERVICES, a California corporation ("Assignor") and (ii) AMERICAN GOLF CORPORATION, a California corporation ("Assignee").

2. **Recitals.**

2.1 Assignee and Assignor are parties to that certain Purchase and Sale Agreement dated December 7, 2010, as amended by amendments dated January 20, 2011, February 4, 2011, February 17, 2011 and February 25, 2011 (as amended, the "Agreement") pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, the Property (as defined in the Agreement). All capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Agreement.

2.2 The City of Long Beach and Assignor are parties to that certain Amended and Restated Lease dated as of December 16, 2008, as amended by that certain First Amendment of Lease dated March 23, 2011 (as amended, the "Restaurant Lease"), pursuant to which Assignor, as lessee, leases and operates that certain El Dorado Restaurant located at El Dorado Park Golf Course.

2.3 The Property includes the Restaurant Lease Interest. Accordingly, the Agreement requires the execution and delivery of this Assignment in order to convey to Assignee all of Assignor's right, title and interest in and to the Restaurant Lease.

In order to consummate the transaction contemplated by the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee desire to execute this Assignment.

3. **Assignment and Assumption.**

3.1 Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Restaurant Lease.

3.2 Assignee hereby accepts the assignment set forth in Section 3.1, and assumes and agrees to perform all obligations, duties, undertakings and liabilities of Assignor under the Restaurant-lease first arising after the date hereof.

3.3 The representations and warranties of Assignor with respect to the Restaurant Lease as set forth in the Agreement are incorporated by this reference as though set forth in full herein.

4. **Miscellaneous.**

4.1 Entire Agreement. This Assignment and the Agreement are the entire agreement between the parties hereto with respect to the subject matter hereof, and incorporate all prior agreements and understandings of the parties hereto.

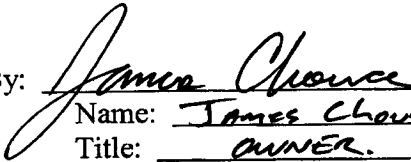
4.2 Amendments in Writing. No amendment or modification of this Assignment shall be valid unless the amendment or modification is in writing and signed by Assignor and Assignee.

4.3 Counterparts. This Assignment may be executed in one or more duplicate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment to be effective as of the date first set forth above.

“ASSIGNOR”

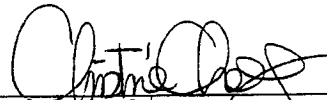
CHOURA VENUE SERVICES,
a California corporation

By: 
Name: James Chouva
Title: OWNER.

By: _____
Name: _____
Title: _____

“ASSIGNEE”

AMERICAN GOLF CORPORATION,
a California corporation

By: 
Name: Christine Chong
Title: Corporate Secretary