



1 Tenant of the Purchase Option, Landlord and Tenant shall promptly open an escrow with  
2 a mutually-acceptable escrow agent, Tenant shall deposit the purchase funds, Landlord  
3 shall deliver a quitclaim deed conveying all of Landlord's right, title and interest in the  
4 Premises, and escrow shall close in accordance with escrow instructions to be executed  
5 by Landlord, Tenant and the escrow agent. Tenant shall have no right to exercise the  
6 Purchase Option if (a) at the time of exercise Tenant has received written notice from  
7 Landlord that Tenant is in default of a material provision of this Lease, all applicable cure  
8 periods have expired (including any extensions as described in Section 14.H), and  
9 Tenant has not yet cured such non-compliance, or (b) this Lease has expired by its own  
10 terms.

11 4. Use.

12 A. Tenant shall use the Premises to (i) provide professional child  
13 day care services ("Child Care Services"), (ii) provide one meeting room of at least  
14 800 square feet for community or public use on an as-needed basis as reasonably  
15 requested by Landlord, and (iii) operate a museum dedicated to the life and  
16 accomplishments of Jenni Rivera, which such museum shall be open to the public.

17 B. Tenant shall at all times operate the Premises in accordance with  
18 applicable local, state and Federal laws. Landlord enters into this Lease in its  
19 capacity as fee owner of the Premises only. This Lease shall not waive any legal right  
20 Landlord may have to regulate the Premises and the operation thereof in its capacity  
21 as a local municipality, nor shall this Lease release Tenant from having to comply with  
22 all local ordinances, rules and regulations applicable to property users within the  
23 jurisdiction of the City of Long Beach, including without limitation restrictions imposed  
24 by applicable zoning ordinances.

25 5. [Reserved].

26 6. Rent.

27 A. Tenant shall pay to Landlord, in immediately available funds in  
28 advance, monthly rent in an amount equal to Six Thousand Four Hundred Eighty

1 Dollars (\$6,480) per month ("Base Rent"). Tenant shall have no obligation to pay  
2 Base Rent until July 1, 2018.

3 B. Base Rent shall be reduced by the Child Care Services Rent  
4 Credit. The "Child Care Services Rent Credit" for a given month shall be equal to (a)  
5 the difference between (i) the average advertised hourly rate for the provision of  
6 similar Child Care Services in the surrounding community for the given month as  
7 reasonably determined by Landlord, and (ii) the average actual hourly rate charged by  
8 Tenant (or its approved contractors or subtenants) in the provision of Child Care  
9 Services in the given month, multiplied by (b) the number of child hours that such  
10 Child Care Services were actually provided at the Premises during such month. The  
11 Child Care Services Rent Credit shall in no event be greater than the then-applicable  
12 Base Rent. For example purposes only, if Tenant (or its contractors or subtenants)  
13 provides 150 child hours of Child Care Services in a given month at an average hourly  
14 rate of \$10, and Landlord reasonably determines that the average hourly rate for that  
15 month of Child Care Services in the vicinity of the Premises is \$17, then the Child  
16 Care Services Rent Credit for that month shall equal \$1,050  $((\$17-\$10) * 150)$  and the  
17 Base Rent for that month shall be reduced accordingly. In no event shall Child Care  
18 Services Rent Credits apply to a month other than the month in which they accrued.

19 C. If Tenant exercises its first Option, then beginning on January 1,  
20 2023 and continuing annually thereafter for the remainder of the first Option term, the  
21 Base Rent shall be adjusted to reflect the increase in the Consumer Price Index for All  
22 Urban Consumers, All Items, for the Los Angeles-Riverside-Orange County, CA Area,  
23 published by the United States Department of Labor, Bureau of Labor Statistics  
24 ("index"). If the index for the month of October, 2022 (hereinafter referred to as the  
25 "current index") is more than the index for the month of April, 2017 (hereinafter  
26 referred to as the "beginning index"), then the Base Rent shall be increased by the  
27 same percentage that the current index increased over the beginning index.

28 D. If Tenant exercises its second Option, then beginning on January

1 1, 2028 and continuing annually thereafter for the remainder of the second Option  
2 term, the Base Rent shall be adjusted to reflect the increase in the Consumer Price  
3 Index for All Urban Consumers, All Items, for the Los Angeles-Riverside-Orange  
4 County, CA Area, published by the United States Department of Labor, Bureau of  
5 Labor Statistics ("index"). If the index for the month of October, 2027 (hereinafter  
6 referred to as the "current index") is more than the index for the month of October,  
7 2022 (hereinafter referred to as the "beginning index"), then the Base Rent shall be  
8 increased by the same percentage that the current index increased over the  
9 beginning index.

10 7. Condition of Premises. Landlord delivers the Premises and the  
11 Improvements to Tenant in "AS IS" condition and does not make any warranty or  
12 representation whatsoever as to the condition of the Premises, or any improvements,  
13 structures, substructures, or infrastructures located thereon, or as to the suitability of the  
14 Premises for Tenant's proposed uses.

15 8. Development of Premises. Tenant shall be solely responsible for the  
16 development of the Premises, and all costs associated therewith, including without  
17 limitation any necessary permitting, entitlement and development impact fees. Tenant  
18 shall be solely responsible for bringing the Premises and any Improvements (whether  
19 existing or hereafter constructed by Tenant) into compliance with all applicable federal,  
20 state and local building codes, regulations and standards. Tenant shall construct any  
21 future improvements on the Premises in accordance with plans and specifications  
22 approved by Landlord (which approval shall not be unreasonably withheld).

23 9. Possessory Interest Taxes. Tenant acknowledges that this Lease  
24 may create a possessory interest subject to taxation, and in such event Tenant shall be  
25 liable for payment of taxes levied on such interest.

26 10. Relocation. Tenant agrees that nothing in this Lease shall create  
27 any right in Tenant to any relocation assistance or payment pursuant to the provisions of  
28 Title 1, Division 7, Chapter 16 of the Government Code, or any successor statute, from

1 Landlord on the termination or expiration of this Lease.

2 11. Insurance.

3 A. Concurrent with the Commencement Date of this Lease and  
4 throughout the term, Tenant shall procure and maintain, at its cost, from insurance  
5 companies admitted to write insurance in the State of California or from non-admitted  
6 insurers that are on California's List of Eligible Surplus Lines Insurers ("LESLI") and  
7 that have a minimum rating of or equivalent to A:VII by A.M. Best Company:

8 i. Commercial general liability insurance (equivalent in  
9 coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11  
10 85 or 11 88), in an amount not less than Five Million Dollars (\$5,000,000)  
11 per occurrence and general aggregate. Such insurance shall include (as  
12 may be applicable to Tenant's operations) products and completed  
13 operations, and fire legal liability, and shall not limit or exclude coverage for  
14 contractual liability, independent contractors liability, or cross liability  
15 protection. This insurance shall be endorsed to include Landlord, its  
16 officials, employees and agents as additional insureds (by an endorsement  
17 equivalent in coverage scope to ISO form CG 20 26 11 85) and to waive the  
18 insurers' rights of subrogation against Landlord, its officials, employees and  
19 agents.

20 ii. Workers' compensation insurance as required by the  
21 State of California and employer's liability insurance with minimum limits of  
22 One Million Dollars (\$1,000,000) per accident. The policy shall be  
23 endorsed by the insurer to waive the insurer's rights of subrogation against  
24 Landlord, its officials, employees and agents.

25 iii. Automobile liability insurance (equivalent in coverage  
26 scope to ISO form CA 00 01 06 92) in an amount not less than Five  
27 Hundred Thousand Dollars (\$500,000) combined single limit per accident  
28 for bodily injury and property damage covering Auto Symbol 1 ("Any Auto").

1                   iv.     "All Risk" property insurance, including debris removal  
2 but excluding earthquake and flood, in an amount to cover the full  
3 replacement value of the Premises. Under this coverage, Landlord shall be  
4 an additional insured and loss payee as its interests may appear.

5                   v.     "All Risk" property insurance, including debris removal  
6 and builders risk coverage during the course of any construction on the  
7 Premises but excluding earthquake and flood, in an amount sufficient to  
8 cover the full replacement value of buildings and structural improvements  
9 constructed or erected on or about the Premises by Tenant. Landlord shall  
10 be named as an additional insured under a standard loss payable  
11 endorsement.

12                  vi.     "All Risk" property insurance, excluding earthquake  
13 and flood, in an amount sufficient to cover the full replacement value of  
14 Tenant's personal property and equipment on the Premises, whether  
15 owned, leased, or in the care, custody or control of Tenant, and of  
16 Landlord's personal property and equipment on the Premises including but  
17 not limited to furnishings and equipment. Landlord shall be named as an  
18 additional insured under a standard loss payable endorsement, as its  
19 interests may appear.

20                  vii.    Any other insurance that may be required by the state  
21 and any federal regulatory agency having jurisdiction over Tenant's  
22 business.

23                  B.     If Tenant fails to procure or maintain any insurance required  
24 herein, then Landlord may, at Landlord's sole discretion, procure and maintain such  
25 insurance on behalf of Tenant at Tenant's sole expense, and Tenant shall pay the  
26 cost of such insurance to Landlord as additional rent.

27                  C.     If Landlord exercises its discretion with respect to the  
28 procurement or maintenance of insurance for and on behalf of Tenant hereunder,

1 then Tenant shall pay the cost of insurance, within thirty (30) days after receipt of an  
2 invoice therefor. If Tenant fails to pay the invoice, when due, interest shall accrue and  
3 be due on the unpaid amount at the rate of two percent (2%) per month, or the  
4 maximum allowed by law, whichever is greater, commencing on the thirty-first (31st)  
5 day after the date of the invoice and compounded monthly.

6 D. Tenant shall provide to Landlord all policy information reasonably  
7 requested by Landlord and shall make available as soon as practicable to Landlord  
8 during Tenant's normal business hours copies of policies to Landlord upon request.

9 E. On execution of this Lease or as otherwise stated herein, Tenant  
10 shall deliver to Landlord certificates of insurance and endorsements required herein,  
11 for approval as to sufficiency and form. The certificates and endorsements for each  
12 insurance policy shall contain the original or electronic signatures of persons  
13 authorized by that insurer to bind coverage on its behalf. Tenant shall provide  
14 Landlord with certificates of insurance and endorsements for renewal policies within  
15 thirty (30) days after the existing policy expires. Landlord reserves the right to require  
16 complete certified copies of all policies at any time.

17 F. All insurance required herein shall be separately endorsed to  
18 require at least thirty (30) days prior written notice of cancellation (or ten (10) days  
19 prior written notice if cancellation is due to nonpayment of premiums), nonrenewal, or  
20 reduction in coverage or limits (other than reduction of limits due to claims paid) and  
21 to provide that coverage shall be primary and not contributing to any other insurance  
22 or self-insurance maintained by Landlord, its officials, employees, and agents.

23 G. Any self-insurance program, self-insured retention or deductible  
24 must be approved separately in writing by Landlord's Risk Manager, or designee, and  
25 shall protect Landlord, its officials, employees and agents in the same manner and to  
26 the same extent as they would have been protected had the policy or policies not  
27 contained such retention or deductible provisions.

28 H. With respect to damage to property, Landlord and Tenant hereby

1 waive all rights of subrogation, one against the other, but only to the extent that  
2 collectible commercial insurance is available for such damage.

3 I. Not more frequently than every three (3) years or upon any new  
4 construction on the Premises or upon any assignment or transfer approved by  
5 Landlord in accordance with the provisions of this Lease, if in the opinion of  
6 Landlord's Risk Manager or designee, the amount, scope, or types of coverages  
7 specified herein are not adequate, Tenant shall amend its insurance as required by  
8 Landlord's Risk Manager or designee unless Tenant establishes that any such  
9 amendments are not reasonably based on the insurance, or actuarially-certified self-  
10 insurance, maintained by similar entities in the same geographic region. Such  
11 amendments may include but are not limited to coverage for earthquake and flood, if  
12 available from responsible insurance companies at reasonable cost. The phrase,  
13 "responsible insurance companies at reasonable cost" shall be determined by  
14 Landlord's Risk Manager or designee, in his/her sole discretion.

15 J. Such insurance as required herein shall not be deemed to limit  
16 Tenant's liability in any way under this Lease. The procuring or maintaining of  
17 insurance shall not be construed as performance of the indemnity provisions of this  
18 Lease. Landlord makes no representations that the limits or forms of coverage of  
19 insurance specified herein are adequate to cover Tenant's liability or obligations  
20 hereunder or otherwise.

21 K. Any modification or waiver of any insurance requirement shall be  
22 made only with the written approval of Landlord's Risk Manager or designee.

23 12. Surrender of Premises. If Tenant does not exercise the Purchase  
24 Option, then upon the expiration or earlier termination of this Lease, Tenant shall deliver  
25 to Landlord possession of the Premises in the same or better condition as of the  
26 Commencement Date and all Improvements shall immediately become the property of  
27 Landlord without any payment therefore from Landlord to Tenant.

28 13. Assignment and Sublease. Tenant shall not assign, sublease or



1 transfer this Lease or any interest herein or any right hereunder, nor delegate any duties  
2 hereunder provided, without the express written consent of Landlord, which may be  
3 withheld in its sole and absolute discretion. Any attempted assignment, transfer,  
4 delegation and any grant or sublease in violation of this Section shall be void and any  
5 assignee, transferee, delegate, grantee, or sublessee shall acquire no right or interest by  
6 reason of such attempted assignment, transfer, delegation, grant, or sublease.

7 14. Default. The occurrence of any one or more of the following acts  
8 shall constitute a material default by Tenant:

9 A. Abandonment of the Premises, in whole or in part, for a period of  
10 ninety (90) days or more, except for temporary closures for specified dates where  
11 prior written notice has been provided to Landlord. Temporary closures shall not  
12 relieve Tenant of Tenant's duty to maintain the Premises at all times in accordance  
13 with the terms of this Lease;

14 B. Any attempted assignment, transfer, or sublease of this Lease;

15 C. Failure to maintain the insurance required herein, subject to the  
16 thirty-day cure period described in Subsection "H" of this Section;

17 D. Failure to pay when due all fees and charges for any municipal  
18 service or commodity provided by the City of Long Beach in its municipal capacity,  
19 including but not limited to water, sewer, gas, electricity, refuse collection, or  
20 recycling, subject to a sixty (60) day cure period;

21 E. To the extent permitted by the United States Bankruptcy Code,  
22 insolvency of Tenant, which shall be deemed to include an assignment by Tenant for  
23 the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an  
24 adjudication that Tenant is bankrupt; the appointment of a receiver of the properties of  
25 Tenant if the receiver is not discharged within thirty (30) days; the filing of an  
26 involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the  
27 petition within sixty (60) days after filing; attachment of or the levying of execution on  
28 the leasehold interest and failure of Tenant to secure discharge of the attachment or

1 release of the levy of execution within thirty (30) days. In the event of any of the  
2 foregoing, no notice that an event of default has occurred shall be required from  
3 Landlord;

4 F. Failure to comply with a legal determination and/or order which  
5 creates a nuisance or waste on the Premises;

6 G. Failure to begin significant operations on the Premises on or  
7 before the first anniversary of the Commencement Date unless an extension for  
8 additional time to begin significant operations has been approved by Landlord, whose  
9 approval shall not be unreasonably withheld;

10 H. Any failure to perform any other material term, covenant, or  
11 condition of this Lease not specifically identified in this Section, if said failure is not  
12 cured within thirty (30) days after Landlord gives written notice to Tenant of said  
13 failure. If the material default cannot be reasonably cured in thirty (30) days, then  
14 Tenant shall not be in default if Tenant begins to cure within said period and diligently  
15 proceeds to cure to completion, but in no event shall such cure period exceed ninety  
16 (90) days.

17 15. Remedies. Upon the occurrence of any material default and the  
18 expiration of any applicable cure periods, in addition to any other rights or remedies of  
19 Landlord hereunder, by law or in equity, Landlord shall have the following rights and  
20 remedies:

21 A. Landlord may terminate this Lease by giving to Tenant written  
22 notice of termination. If Tenant fails to promptly surrender possession of the  
23 Premises as described elsewhere herein, then Landlord may commence eviction  
24 proceedings in accordance with applicable law. Termination hereunder shall not  
25 relieve Tenant from the payment of any sum due to Landlord for damages or  
26 indemnity. Landlord shall be entitled to recover from Tenant all damages determined  
27 by the court in the eviction proceeding, except that each party shall bear its own court  
28 costs and attorney's fees as set forth in Section 33.A.

1           B.     Landlord may continue the Lease in full force and effect and  
2     enforce all of its rights and remedies hereunder.

3           C.     Landlord may require that Tenant provide evidence that Tenant  
4     can meet its current financial obligations, liabilities and expenses.

5           D.     Landlord, at its option, may re-let the whole or any part of the  
6     Premises from time to time, either in the name of Landlord or otherwise, to such  
7     tenants, for such terms ending before, on, or after the expiration of the term of this  
8     Lease, at such rent and on such conditions as Landlord, in its sole discretion, may  
9     determine to be appropriate.

10          E.     Whether or not Landlord retakes possession or re-lets the  
11     Premises, Landlord shall have the right to recover all damages caused by Tenant's  
12     default. Damages shall include but not be limited to all costs incurred by Landlord as  
13     a result of Tenant's default, and all costs incurred by Landlord in restoring the  
14     Premises to the same or better condition as of the Commencement Date, excluding  
15     attorney's fees and legal costs as set forth in Section 33.A.

16          F.     Nothing in this Lease shall be deemed to require that Landlord  
17     wait until the date on which the Lease term expires to bring or maintain any suit or  
18     action relating to a material breach of this Lease after expiration of any applicable  
19     cure periods.

20          G.     These remedies are not exclusive but cumulative to other  
21     remedies provided by law in the event of Tenant's material default and the exercise by  
22     Landlord of one or more rights and remedies shall not preclude Landlord's exercise of  
23     additional or different remedies for the same or any other material default by Tenant.

24           16.    Notices. All notices required hereunder shall be in writing and  
25     personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,  
26     as follows:

27                    To Tenant:           The Jenni Rivera Love Foundation  
28    4123 Ann Arbor Road

1 Lakewood, California 90712  
2 Attention: Executive Director

3 To Landlord: City of Long Beach  
4 333 W. Ocean Blvd., 13<sup>th</sup> Floor  
5 Long Beach, CA 90802  
6 Attention: City Manager

7 Change of address shall be given in the same manner as stated for other  
8 notices. Notice shall be deemed given on the date deposited in the mail or on the date  
9 personal delivery is made, whichever first occurs.

10 17. Indemnity.

11 A. Tenant shall defend, indemnify, and hold harmless Landlord, its  
12 officials, employees and agents (collectively in this Section "Landlord") from and  
13 against any and all causes of actions, damage, proceedings, claims, demands, loss,  
14 liens, costs and expenses alleging injury to or death of persons, or damage to  
15 property, including property owned by Landlord, or any other claim of damage  
16 brought, made, filed against, imposed on or sustained by the indemnified parties, or  
17 any of them, and arising from or attributable to or caused, directly or indirectly  
18 (collectively or individually, a "claim"):

19 i. by the use of the Premises or any equipment or  
20 materials located thereon, or from operations conducted thereon by Tenant,  
21 its employees, invitees, agents, or by any person or persons acting on  
22 behalf of Tenant and with Tenant's knowledge and consent, express or  
23 implied;

24 ii. by reason of or arising out of the condition or state of  
25 repair or maintenance of the Premises;

26 iii. by the construction, improvement or repair of the  
27 improvements and facilities on the Premises by Tenant, its officers,  
28 employees, contractors, agents or invitees, or by any person or persons  
acting on behalf of Tenant and with Tenant's knowledge and consent,

1 express or implied;

2  
3 iv. by reason of injury to or death of employees of Tenant  
4 or others as a result of Tenant's failure or refusal to comply with the  
5 provisions of Section 6300 et seq. of the California Labor Code or any  
6 federal, state or local regulations or laws pertaining to the safety of the  
7 Premises or of equipment located upon the Premises; or

8 v. by acts or omissions of Tenant, but excluding any claim  
9 caused by the negligence of Landlord, its agents or invitees.

10 B. With respect to any claim, Landlord shall notify Tenant thereof,  
11 shall tender to Tenant the defense thereof, and shall assist Tenant as may reasonably  
12 be requested in the defense thereof. Tenant shall defend such claim, shall conduct or  
13 have conducted the necessary investigations related thereto, and Tenant shall  
14 indemnify Landlord, unless and until Tenant proves that the indemnity does not apply.  
15 Payment of a claim by Landlord or entry of judgment shall not be a condition  
16 precedent to recovery under this indemnity.

17 18. Security Deposit. Tenant shall deposit with landlord a security  
18 deposit in the amount of Six Thousand Four Hundred and Eighty Dollars (\$6,480), such  
19 deposit to be held by Landlord and applied against any defaulted obligations of Tenant to  
20 Landlord hereunder, without limiting any of Landlord's other remedies.

21 19. Landlord's Right to Re-enter on Termination or Expiration (Non-  
22 Default). If Tenant does not exercise the Purchase Option, Tenant shall peaceably  
23 deliver possession of the Premises to Landlord on the date of expiration or earlier  
24 termination of this Lease. If Tenant does not exercise the Purchase Option, then upon  
25 giving notice of termination to Tenant, Landlord shall have the right to re-enter and take  
26 possession of the Premises on the date such termination becomes effective without  
27 further notice of any kind and without instituting summary or regular legal proceedings.  
28 Termination of the Lease and re-entry of the Premises by Landlord shall in no way alter

1 or diminish any obligation of Tenant under the Lease. Tenant waives any and all right of  
2 redemption under any existing or future law or statute in the event of eviction from or  
3 dispossession of the Premises for any reason or in the event Landlord re-enters and  
4 takes possession of the Premises in a lawful manner.

5           20. Nondiscrimination. Landlord, Tenant, and any representatives acting  
6 on their respective behalf pursuant to this Lease, shall not discriminate against any  
7 individual or group on the basis of race, ethnicity, national origin, religion, age, sex or  
8 disability. Tenant shall at all times comply with the requirements of all state and federal  
9 civil rights laws and regulations including but not limited to the Americans with Disabilities  
10 Act (42 U.S.C. Section 360, et. seq.), The Rehabilitation Act of 1973 (29 U.S.C. Section  
11 794), California's Unruh Civil Rights Act (California Civil Code Section 54, et. seq.),  
12 California's Disabled Access Regulations (California Administrative Code, Title 24  
13 Section 2-100 et. seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section  
14 2000(d), et. seq.) and all requirements imposed by 49 CFR Part 21.

15           21. Utilities. Beginning on the Commencement Date and continuing  
16 thereafter, Tenant shall provide for and pay for all water, sewer, gas, electricity,  
17 telephone, refuse, recycling, and other utilities to the Premises, together with the taxes  
18 thereon, if any.

19           22. Waiver by Tenant. Landlord shall not be liable for and Tenant  
20 hereby waives, to the extent permitted by law, all claims against Landlord, its officials,  
21 employees and agents for loss, theft, and damage to equipment, furnishings, furniture,  
22 trade and other fixtures, records, and all personal property of Tenant, its employees,  
23 invitees, subtenants, and all other persons in or about the Premises, or for loss or  
24 damage to Tenant's business, or for loss of income from Tenant's business or use of the  
25 Premises, or for injury to or death of persons on or about the Premises from any cause  
26 except to the extent caused by Landlord's (including Landlord's officials, employees and  
27 agents) negligence or willful misconduct. Tenant acknowledges that it is familiar with  
28 California Civil Code Section 1542 which states: "A general release does not extend to

1 claims which the creditor does not know or suspect to exist in his favor at the time of  
2 executing the release, which if known by him must have materially affected his settlement  
3 with the debtor." Tenant hereby releases Landlord from any unknown claims and waives  
4 its rights under said Section 1542.

5           23. Brokers. Tenant and Landlord represent that they have been  
6 represented by Coldwell Banker Commercial BLAIR WESTMAC ("Broker"). Landlord  
7 shall be solely responsible for the payment of any commissions or fees due Broker.  
8 Tenant and Landlord further represent that neither has had other contacts or dealings  
9 regarding the execution of this Lease through a broker or agent or any other person  
10 (other than Broker) who can claim a right to a commission or fee.

11           24. Force Majeure. Except as to the payment of Base Rent, in any case  
12 where either party is required to do any act, the inability of that party to perform or delay  
13 in performance of that act caused by or resulting from fire, flood, earthquake, explosion,  
14 acts of God, war, strikes, lockouts, or any other cause beyond the reasonable control of  
15 that party and not due to that party's fault or neglect shall be excused and shall not be a  
16 default hereunder. Financial inability to perform shall not be considered cause beyond  
17 the reasonable control of the party.

18           25. Condemnation.

19           A. If the whole of the Premises or improvements on the Premises is  
20 taken by right of eminent domain or otherwise for any public or quasi-public use, then  
21 when possession is taken thereunder by the condemnor or when Tenant is deprived  
22 of practical use of the Premises or Improvements, whichever date is earlier, this  
23 Lease shall terminate. If there is a partial taking so that the remaining portion of the  
24 Premises or Improvements cannot be restored to an economically feasible operation  
25 or a comparable kind to that which existed prior to the taking, then this Lease shall, at  
26 Tenant's option, terminate as of the date when possession was taken by condemnor  
27 or when Tenant was deprived of practical use of the Premises, whichever date is  
28 earlier.

1           B.     If there is a taking by right of eminent domain, the rights and  
2 obligations of the parties with reference to the award and the distribution thereof shall  
3 be determined in accordance with this Section. The award shall belong to and be  
4 paid to Tenant. Any sum attributable to loss of good will shall be paid directly by the  
5 condemning authority to Tenant.

6           26.    No Waiver of Landlord's Rights. The failure or delay of the Landlord  
7 to re-enter the Premises, to insist on strict enforcement of any term, covenant or  
8 condition herein, to exercise any right, power, privilege, or option arising from any default  
9 shall not impair any such right, power, privilege or option or be construed or operate as or  
10 be deemed a waiver of any term, covenant or condition of this Lease, of any default, or of  
11 any right or remedy (including indemnity) that the Landlord may have and shall not be  
12 deemed a waiver of any subsequent or other default of any term, covenant or condition  
13 hereof. Landlord's approval to any act by Tenant requiring Landlord's approval shall not  
14 be deemed to waive Landlord's approval of any subsequent act of Tenant where  
15 approval is required. Any waiver of any default by Landlord shall be in writing. Failure on  
16 the part of Landlord to require exact and complete compliance hereof shall not be  
17 construed or deemed in any manner as changing this Lease, nor shall the conduct of the  
18 parties be deemed to change this Lease. No right, power, privilege, option, or remedy of  
19 Landlord shall be construed as being exhausted by the exercise thereof in one or more  
20 instances.

21           27.    Access and Right of Entry. Landlord shall have access and the right  
22 to enter the Premises during normal business hours, provided that Landlord gives Tenant  
23 at least forty-eight (48) hours prior written notification. If Landlord reasonably believes an  
24 emergency situation exists, Landlord will use its best efforts to reach Tenant and  
25 thereafter Landlord may enter the Premises to prevent harm or injury to persons or  
26 property.

27           28.    Maintenance.

28           A.     Following the Commencement Date, Landlord shall have no



1 responsibility for the repair or maintenance of the Premises or any part thereof.

2 B. Tenant hereby waives to the extent permitted by law any right to  
3 make repairs at the expense of Landlord or to vacate the Premises in lieu thereof as  
4 may be provided by law.

5 C. If Tenant fails to maintain the Premises, Landlord may notify  
6 Tenant in writing of such failure. If Tenant fails to correct the situation within thirty  
7 (30) days thereafter or such longer period as may be established by Landlord, then  
8 Landlord may make the necessary correction and the cost thereof, including but not  
9 limited to the cost of labor, materials, equipment and administration, shall be paid by  
10 Tenant as additional rent within thirty (30) days after receipt of a statement of said  
11 additional rent from Landlord.

12 29. Restoration. Tenant shall promptly give notice to Landlord of  
13 damage or destruction to the Premises and the date of same. Tenant shall promptly  
14 make proof of loss and proceed to collect all valid claims that Tenant may have against  
15 insurers or others based on such damage or destruction. All amounts recovered as a  
16 result of said claims shall be used first for the restoration of the Premises, which Tenant  
17 shall promptly begin and diligently pursue so that the Premises are restored to  
18 substantially the same conditions as they were in immediately before such damage or  
19 destruction. If existing laws do not permit restoration, then Tenant may terminate this  
20 Lease by notice to Landlord.

21 30. Encumbrances. Tenant shall have the right to encumber (i) its  
22 leasehold interest under this Lease, (ii) improvements on the Premises and (iii) the  
23 Purchase Option by any mortgage, deed of trust or other encumbrance of any kind;  
24 provided that such encumbrance documents are subject to the reasonable approval of  
25 Landlord.

26 31. Hazardous Materials. Tenant shall conduct all aspects of its  
27 operation and use of the Premises in strict accordance with all federal and state laws,  
28 rules and regulations relating to any hazardous material as defined by state and federal

1 laws.

2 32. Miscellaneous.

3 A. Each party shall bear its own costs and expenses in connection  
4 with this Lease and enforcement thereof, including but not limited to attorney's fees  
5 and court costs.

6 B. This Lease shall be binding on and inure to the benefit of the  
7 parties and their successors, heirs, personal representatives, and subtenants, and all  
8 of the parties shall be jointly and severally liable hereunder.

9 C. This Lease and attached exhibits constitute the entire  
10 understanding between the parties and supersedes all prior negotiations, agreements  
11 and understandings, oral or written, with respect to the subject matter hereof.

12 D. This Lease may not be amended except in a writing duly  
13 executed by both parties and authorized by Landlord.

14 E. This Lease shall be governed by and construed under the laws of  
15 the State of California, and no choice of laws or principles thereof shall apply.

16 F. The captions and numbers herein and the grouping of the  
17 provisions of this Lease into separate sections and paragraphs are for the purpose of  
18 convenience only and shall not be considered a part hereof, and shall have no effect  
19 on the interpretation of this Lease.

20 G. If any term, covenant, or condition of this Lease is found to be  
21 invalid, ineffective, void, or unenforceable for any reason by a court of competent  
22 jurisdiction, the remaining terms, covenants and conditions shall remain in full force  
23 and effect.

24 H. Time is of the essence in this Lease and all of its provisions. No  
25 notice to Tenant shall be required to restore "time is of the essence" after waiver by  
26 Landlord of any default.

27 I. The relationship of the parties hereto is that of landlord and  
28 tenant, and the parties agree that nothing contained in this Lease shall be deemed or

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333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 construed as creating a partnership, joint venture, principal-agent relationship,  
2 association, or employer-employee relationship between them or between Landlord or  
3 any third person or entity.

4 J. This Lease is created as a joint effort between the parties and  
5 fully negotiated as to its terms covenants and conditions. This Lease shall not be  
6 construed against either party as the drafter.

7 K. Each material provision of this Lease shall be deemed both a  
8 covenant and a condition.

9 L. This Lease is created for the benefit of the parties only and is not  
10 intended to benefit any third person or entity.

11 M. If Tenant is a corporation, partnership or limited liability company,  
12 each person signing this Lease on behalf of that entity represents and warrants that  
13 he/she is authorized to sign this Lease on behalf of the entity.

14 IN WITNESS WHEREOF, the parties have caused this document to be duly  
15 executed with all formalities required by law as of the date first stated above.

16 THE JENNI RIVERA LOVE FOUNDATION,  
17 a California nonprofit corporation

18 Dated: Jan, 2, 2016

19 By: *Jaegio Campos*  
20 Name: Jaegio Campos  
21 Title: Executive Director

22 Dated: \_\_\_\_\_, 2016

23 By: \_\_\_\_\_  
24 Name: \_\_\_\_\_  
25 Title: \_\_\_\_\_

26 "Tenant"

27 CITY OF LONG BEACH

28 Dated: March 30, 2016

By: *[Signature]*  
Name: Patrick H. West  
Title: City Manager

Assistant City Manager

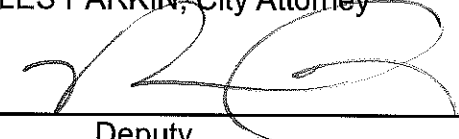
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"Landlord"

This Lease is approved as to form on 1.5, 2016<sup>7</sup>.

CHARLES PARKIN, City Attorney

By  Deputy

RFA: bg  
A16-01928

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EXHIBIT A

PREMISES

The real property is located in the City of Long Beach, County of Los Angeles, State of California, and is described as follows:

LOTS 22, 23, AND 24 OF THE ATLANTIC BOULEVARD TRACT NO. 1, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 91 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNS 7210-016-900, -901 AND -903

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