

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

1 AMENDED AND RESTATED PARKING AGREEMENT

2 33847

3 This Amended and Restated Parking Agreement ("Agreement") is entered
4 into this 1st day of May, 2015, by and among the City of Long Beach, a municipal
5 corporation, hereinafter referred to as "Landlord", Aerolease-Long Beach, a California
6 General Partnership, dba as Aeroplex Aviation, hereinafter referred to as "Aerolease", and
7 Concepts 4, Inc., a California corporation, hereinafter referred to as "Concepts 4", in
8 reference to the following facts.

9 WHEREAS, Landlord and Aerolease have entered into an Amended and
10 Restated Lease Agreement dated as of even date herewith whereby Landlord has leased
11 to Aerolease that certain real property described on Exhibit "A" attached hereto and
12 incorporated herein by reference ("Lease No. 1").

13 WHEREAS, Landlord and Concepts 4 have entered into an Amended and
14 Restated Lease Agreement whereby Landlord has leased to Concepts 4 that certain real
15 property described on Exhibit "B" attached hereto and incorporated herein by reference
16 ("Lease No. 2").

17 WHEREAS, Aerolease desires, as hereinafter provided, to restrict the
18 leasehold estate demised in Lease No. 1 with covenants running with such leasehold
19 estate for the benefit of the leasehold estate described in Lease No. 2.

20 NOW, THEREFORE, the parties agree as follows:

21 1. Aerolease, as lessee of the leasehold estate demised under Lease
22 No. 1, expressly covenants for itself and its successors and assigns, so long as Lease No.
23 1 is in full force and effect, to provide 99 automobile parking spaces, on an unreserved
24 basis, on the land described on Exhibit "A" for the benefit, use and enjoyment of the
25 leasehold estate demised under Lease No. 2. The access to the parking lot in which the
26 99 parking spaces are located shall not be impaired by the use and enjoyment of the 99
27 parking spaces.

28 2. Concepts 4, as lessee of the leasehold estate demised under Lease

1 No. 2, shall have the obligation to pay on demand to the lessee of Lease No. 1, 50 percent
2 of all taxes, insurance, assessments costs, charges, maintenance, repairs and the other
3 expenses attributable to the parking lot in which the 99 spaces are located. Failure to
4 comply with the provisions of this paragraph within 30 days after receipt of written notice
5 from the lessee of Lease No. 1, and to any holder of the beneficial interest ("Beneficiary")
6 under a first deed of trust encumbering the leasehold estate demised under Lease No. 2
7 shall cause the termination of the covenants provided in this Agreement.

8 3. Landlord hereby expressly consents to the covenants described in
9 paragraphs 1 and 2 above, and agrees, for the benefit, use and enjoyment of the leasehold
10 estate demised under Lease No. 2, that Landlord will recognize said covenants in the event
11 of the termination of Lease No. 1 and Landlord will permit said covenants to continue in full
12 force and effect so long as Lease No. 2 remains in full force and effect.

13 4. The covenants provided for in paragraphs 1 through 3 above are
14 intended and shall be covenants running with the land as provided in California Civil Code
15 Section 1468.

16 5. Tenant shall cause the recordation of this Agreement in the Official
17 Records in the office of the County Recorder of Los Angeles County, California.

18 6. Any notice required by this Agreement shall be in writing and shall be
19 deemed received when personally given or 5 days after deposit in the United States first
20 class mail, postage prepaid, as follows:

21 If to Aerolease: Aerolease-Long Beach
22 3333 E. Spring Street
23 Long Beach, CA 90806
Attn: Curt Castagna

24 If to Concepts 4: Bill Legg
25 HFS Concepts4
26 3229 E. Spring Street, Suite 200
Long Beach, CA 90806

27 If to Beneficiary: To the Beneficiary at the address set
28 Forth in the recorded first trust deed of trust.

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If to Landlord: Airport Director
Long Beach Municipal Airport
4100 Donald Douglas Avenue
Long Beach, California 90808

IN WITNESS WHEREOF, and for the purpose of complying with California
Civil Code Section 1468, the parties hereto have executed this Agreement as of the date
and year first above written.

CITY OF LONG BEACH, a municipal
corporation

By [Signature] EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
City Manager
Assistant City Manager

"LANDLORD"

AEROLEASE-LONG BEACH, a California
general partnership

By [Signature]
Name CURT CASTAGNA
Title PRESIDENT/CEO

CONCEPTS 4, INC., a California
corporation

By [Signature]
Name William Legg
Title President

"TENANT"

This Agreement is approved as to form on April 30, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

Page 1 of 3

LEGAL DESCRIPTION

PARCEL LEASE AREA
AEROLEASE – LONG BEACH

THAT PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PART OF RANCHO LOS CERRITOS AS PER MAP RECORDED IN BOOK 2, PAGE 202 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF REDONDO AVENUE AND SPRING STREET AS SHOWN ON TRACT NO. 27805 PER MAP RECORDED IN BOOK 712, PAGES 95 THROUGH 97 OF MAPS IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE CENTERLINE OF SAID SPRING STREET, NORTH 89°55'35" WEST, 125.00 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 00°04'25" EAST, 50.00 FEET TO THE NORTHERLY LINE OF SAID SPRING STREET AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°55'35" WEST, 142.73 FEET;

THENCE SOUTH 88°20'16" WEST, 330.15 FEET;

THENCE NORTH 89°55'35" WEST, 57.27 FEET;

THENCE NORTH 00°04'25" EAST, 138.54 FEET;

THENCE NORTH 89°55'35" WEST, 290.00 FEET;

THENCE NORTH 00°04'25" EAST, 161.86 FEET;

THENCE NORTH 89°55'35" WEST, 150.00 FEET;

THENCE NORTH 00°04'25" EAST, 100.00 FEET;

THENCE NORTH 02°00'55" EAST, 47.80 FEET;

THENCE NORTH 00°09'28" WEST, 254.53 FEET;

THENCE NORTH 44°50'35" EAST, 35.35 FEET;

THENCE NORTH 89°50'38" EAST, 944.52 FEET;

THENCE SOUTH 00°04'25" WEST, 721.58 FEET TO THE TRUE POINT OF BEGINNING.

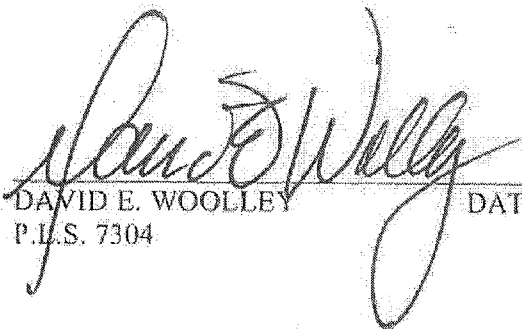
EXHIBIT "A"

Page 2 of 3

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS APPROXIMATELY 618,789
SQUARE FEET.

AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE
A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



DAVID E. WOOLLEY DATE: 12/16/14
P.L.S. 7304



EXHIBIT "A"

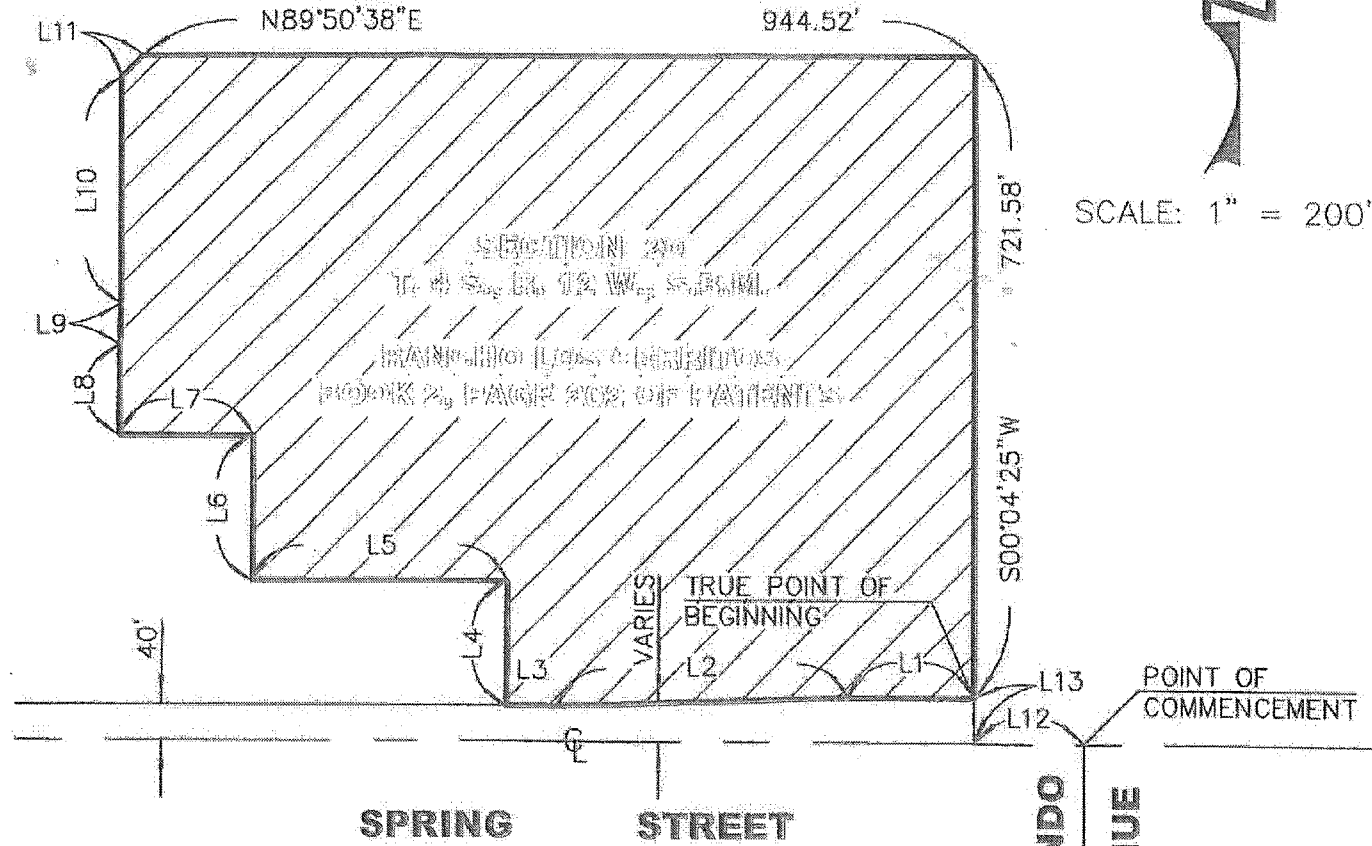
Page 3 of 3

IN THE CITY OF LONG BEACH
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

**PARCEL LEASE MAP
 AEROLEASE - LONG BEACH**

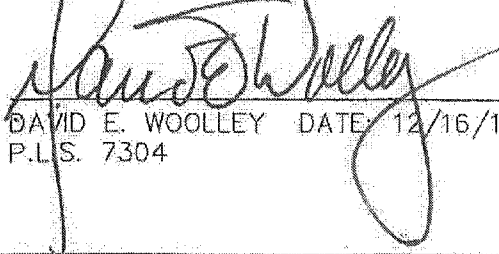


SCALE: 1" = 200'



 INDICATES LEASED AREA
 AREA = 618,789 SF

THIS EXHIBIT WAS PREPARED BY ME
 OR UNDER MY SUPERVISION.


 DAVID E. WOOLLEY DATE: 12/16/14
 P.L.S. 7304



LINE DATA:

L1	— N89°55'35" W	142.73'
L2	— S88°20'16" W	330.15'
L3	— N89°55'35" W	57.27'
L4	— N00°04'25" E	138.54'
L5	— N89°55'35" W	290.00'
L6	— N00°04'25" E	161.86'
L7	— N89°55'35" W	150.00'
L8	— N00°04'25" E	100.00'
L9	— N02°00'55" E	47.80'
L10	— N00°09'28" W	254.53'
L11	— N44°50'35" E	35.35'
L12	— N89°55'35" W	125.00'
L13	— N00°04'25" E	50.00'

IF THERE IS NO SURVEYOR'S SIGNATURE HEREON, THIS MAP AND THE CONTENTS
 CONTAINED HEREIN ARE CONSIDERED PRELIMINARY AND SUBJECT TO CHANGE.

SHEET OF	1 1	SCALE: 1" = 200' DATE: 12/16/14	EXHIBIT	D. WOOLLEY & ASSOCIATES
FILE NO.	14200	DRAWN BY: BJM CHKD. BY: DEW	ADDRESS: AEROLEASE - LONG BEACH LONG BEACH, CALIFORNIA	2832 WALNUT AVENUE, SUITE A TUSTIN, CA 92780
			CLIENT: CITY OF LONG BEACH	(714) 734-8462 FAX (714) 508-7521

EXHIBIT "B"

Page 1 of 2

LEGAL DESCRIPTION

PARCEL LEASE AREA
CONCEPTS 4, INC.

THAT PORTION OF THE EAST HALF OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PART OF RANCHO LOS CERRITOS AS PER MAP RECORDED IN BOOK 2, PAGE 202 OF PATENTS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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THENCE ALONG THE CENTERLINE OF SAID SPRING STREET, NORTH 89°55'35" WEST, 655.00 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 00°04'25" EAST, 40.00 FEET TO THE NORTHERLY LINE OF SAID SPRING STREET AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°55'35" WEST, 255.42 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 00°04'25" EAST, 138.54 FEET;

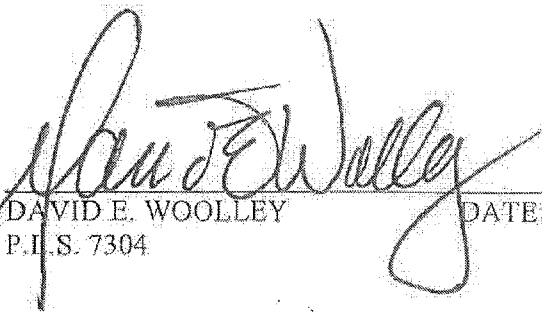
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THENCE SOUTH 00°04'25" WEST, 138.54 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS APPROXIMATELY 35,386 SQUARE FEET.

AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



DAVID E. WOOLLEY
P.L.S. 7304

DATE: 12/16/14

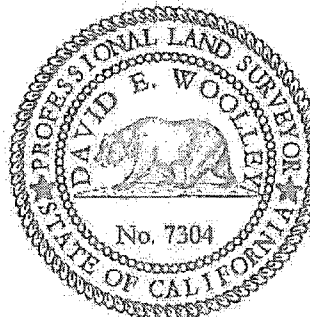


EXHIBIT "B"

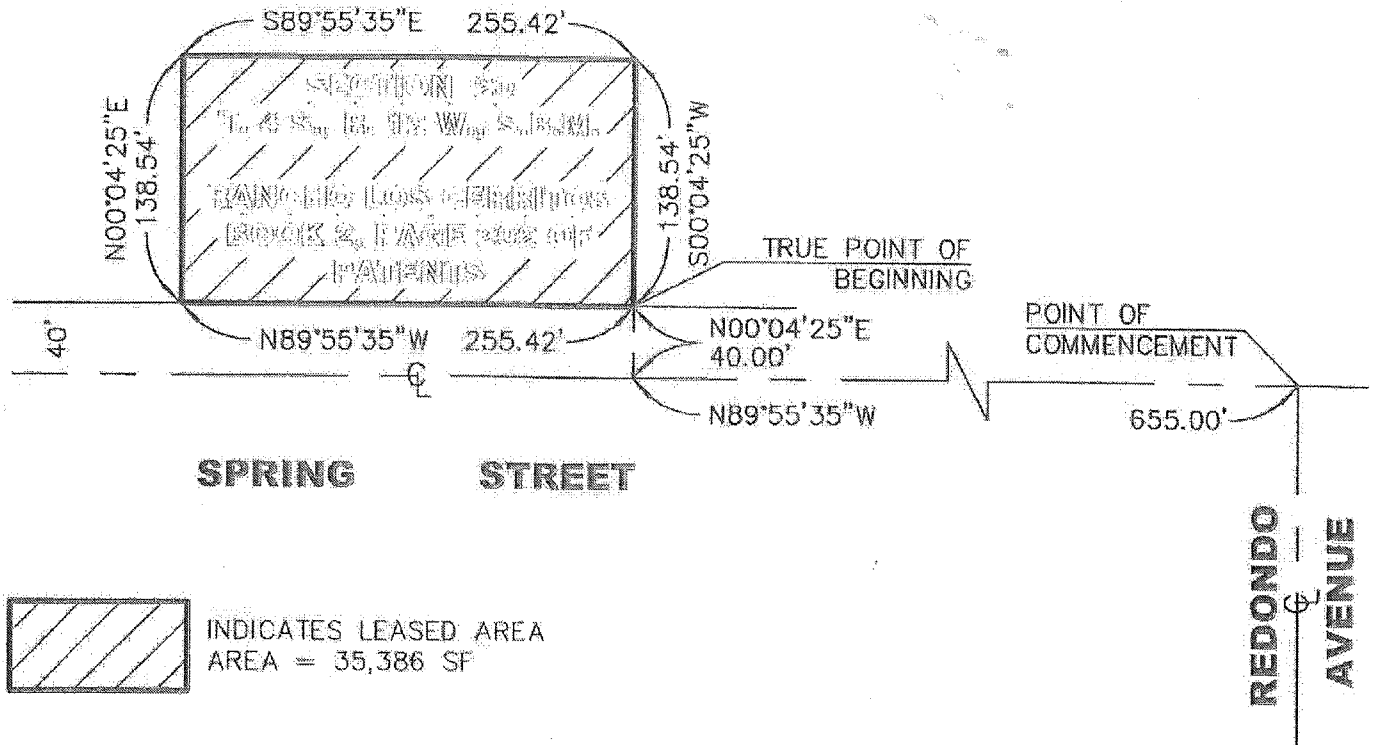
Page 2 of 2

IN THE CITY OF LONG BEACH
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

**PARCEL LEASE MAP
 CONCEPTS 4, INC.**



SCALE: 1" = 100'



 INDICATES LEASED AREA
 AREA = 35,386 SF

THIS EXHIBIT WAS PREPARED BY ME
 OR UNDER MY SUPERVISION.

David E. Woolley
 DAVID E. WOOLLEY DATE: 12/16/14
 P.L.S. 7304



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SHEET 1 OF 1	SCALE: 1" = 100'	EXHIBIT	D. WOOLLEY & ASSOCIATES
FILE NO. 14200	DATE: 12/16/14	ADDRESS: CONCEPTS 4, INC. LONG BEACH, CALIFORNIA	2832 WALNUT AVENUE, SUITE A TUSTIN, CA 92780
	DRAWN BY: BJM	CLIENT: CITY OF LONG BEACH	(714) 734-8462 FAX (714) 508-7521
	CHKD. BY: DEW		