

1 AMENDED AND RESTATED LEASE NO. 34222

2 **34918**

3 The following Amended and Restated Lease ("Lease") is made and entered
4 into, in duplicate, as of March 20, 2017, pursuant to a minute order adopted by the City
5 Council, City of Long Beach, at its meeting held on the January 23, 2018, by and between
6 the CITY OF LONG BEACH, a municipal corporation ("LANDLORD") and DOWNTOWN
7 LONG BEACH DEVELOPMENT CORPORATION, a California corporation, with its place
8 of business at 100 W. Broadway, Suite 120, Long Beach, California ("TENANT"). This
9 Lease amends and restates in its entirety that certain Lease (No. 34222) between
10 LANDLORD and TENANT dated as of March 1, 2016 ("Original Lease"). The Original
11 Lease is of no further force or effect.

12 1. LEASED PREMISES. In consideration of the faithful performance of
13 the covenants and conditions hereinafter agreed to be kept by LANDLORD and TENANT,
14 LANDLORD does hereby lease and TENANT does hereby take and accept the following
15 described premises consisting of approximately 8,240 square feet of land located at the
16 southeast corner of Ocean Boulevard and Pine Avenue as shown on the depiction marked
17 Exhibit "A" attached hereto and made a part hereof (the "Premises").

18 2. TERM. The term of this Lease shall be for a period of two (2) years
19 commencing on March 21, 2017 ("Commencement Date") and ending on March 20, 2019,
20 subject to earlier termination rights provided in this Lease. The term of this Lease may be
21 extended for two (2) additional periods of six (6) months each upon the mutual agreement
22 of the parties.

23 3. RENT.

24 A. Beginning on the Commencement Date TENANT shall pay rent
25 to LANDLORD in the amount of \$1.00 in advance, without deduction, setoff, notice
26 or demand, on the first day of each month.

27 B. As additional consideration, TENANT shall be responsible for
28 all costs associated with maintaining and improving the Premises and coordinating

1 and providing activities on the Premises for the benefit of the downtown Long Beach
2 community.

3 4. USE. The Premises shall be used as an art installation and public
4 space. TENANT shall host select programs and events, and provide limited concessions
5 in connection therewith and in accordance with all applicable regulations. The Premises
6 is zoned Park (P) and use of the Premises shall conform to the Park zoning regulations.
7 Any and all improvements located or erected thereupon shall only be used in conformance
8 with Park zoning regulations. TENANT may offer sponsorships and permit special events
9 at the Premises, provided that fees for such sponsorships and special events are generally
10 consistent with those of LANDLORD for similar services or events, and provided further
11 that such events otherwise comply with all applicable rules and regulations of
12 LANDLORD'S Bureau of Special Events and Filming.

13 5. CONDITION OF PREMISES.

14 A. TENANT accepts the Premises in an "AS IS" condition and
15 acknowledges that TENANT has not received and LANDLORD has not made any
16 warranty, express or implied as to the condition of the Premises or any
17 improvements, structures substructures, or infrastructures located thereon.

18 B. Except as otherwise set forth in this Lease, TENANT agrees to
19 bear all expenses incurred in the development, operation and maintenance of the
20 Premises including improvements thereto existing as of the Commencement Date.

21 C. TENANT agrees to keep the Premises in a neat, orderly and
22 safe condition and free of waste, rubbish and debris during the term of this Lease.

23 6. CONSTRUCTION, ALTERATION AND CHANGES.

24 A. TENANT shall not construct, install, or modify any structures,
25 facilities or exterior signs on the Premises without the prior written approval of
26 LANDLORD.

27 B. TENANT shall not place upon the Premises any portable
28 buildings, trailers, or other portable structures without the prior written approval of

1 LANDLORD.

2 7. CONSTRUCTION AND BONDING.

3 A. BONDS. Prior to beginning any construction valued at more
4 than Five Hundred Thousand Dollars (\$500,000.00), TENANT shall provide written
5 notice of such proposed construction to LANDLORD. Within ten (10) days of receipt
6 of such notice LANDLORD, in his or her reasonable discretion, may require
7 TENANT to file with LANDLORD a Performance Bond or letter of credit or an
8 assignment of a Certificate of Deposit (CD) in the amount of fifty percent (50%) of
9 the estimated cost of the construction and a Labor and Material Bond (also known
10 as a Payment Bond) in the amount of fifty percent (50%) of the estimated cost of
11 the construction, executed by TENANT or TENANT'S contractor, as Principal, and
12 by a surety authorized to do business in California as a Surety. The bonds shall
13 name LANDLORD as a joint obligee with TENANT. Should LANDLORD fail to
14 respond to the written notice as described above, then TENANT may commence
15 construction without provision of any bonds or other construction security to
16 LANDLORD. Nothing contained in this Lease shall be deemed to release TENANT
17 from the duty to keep the Premises free of liens. The Performance Bond shall
18 remain in effect until the expiration of the statutory period for filing liens or stop
19 notices, or until the Premises are free from the effect of such liens or stop notices,
20 if liens have been filed.

21 8. FORCE MAJEURE. The time within which TENANT is obligated
22 hereunder to construct, repair or rebuild any building or other improvement, or cure any
23 default on the part of TENANT hereunder shall be extended for a period of time equal in
24 duration to, and performance in the meantime shall be excused on account of and for and
25 during the period of time equal in duration to, any delay caused by strikes, threats of strikes,
26 lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action
27 of the elements, fire action or regulation of any governmental agency, law or ordinance,
28 impossibility of obtaining materials, or other things beyond the reasonable control of

1 TENANT.

2 9. PROPERTY OF TENANT. Any buildings, structures or other
3 improvements existing as of the Commencement Date or thereafter constructed or placed
4 on the Premises by TENANT shall remain the property of TENANT until the expiration or
5 earlier termination of this Lease.

6 10. LIENS.

7 A. Subject to TENANT's right, to contest the same as hereinafter
8 provided, TENANT agrees that it will pay as soon as due all mechanics, laborers,
9 materialmens, contractors, subcontractors or similar charges, and all other charges
10 of whatever nature which may become due, attached to or payable on said property
11 or any part thereof or any building, structure or other improvements thereon, from
12 and after the Commencement Date. Nothing herein contained shall in any respect
13 make TENANT the agent of LANDLORD, or (except as otherwise specifically
14 provided in this Lease), authorize TENANT to do any act or to make any contract
15 encumbering or in any manner affecting the title or rights of LANDLORD in or to the
16 Premises or in the improvements thereon.

17 B. Before any buildings, structures or other improvements, repairs
18 or additions thereto are constructed or reconstructed upon the Premises, costing in
19 excess of Fifty Thousand Dollars (\$50,000), TENANT shall serve written notice upon
20 LANDLORD in the manner specified in this Lease of TENANT's intention to perform
21 such work for the purpose of enabling LANDLORD to post notices of non-
22 responsibility under the provisions of Section 3094 of the Civil Code of the State of
23 California, or any other similar notices which may be required by law.

24 C. If any such mechanics or other liens shall at any time be filed
25 against the Premises, TENANT shall cause the same to be discharged of record
26 within thirty (30) days after the date of filing the same, or otherwise free the Premises
27 from the effect of such claim of lien and any action brought to foreclose such lien,
28 or TENANT shall promptly furnish to LANDLORD a bond in an amount and issued

1 by a surety company satisfactory to LANDLORD securing LANDLORD against
2 payment of such lien and against any and all loss or damage whatsoever in any way
3 arising from the failure of TENANT to discharge such lien.

4 D. Any contest by TENANT of any such liens shall be made by
5 TENANT in good faith and with due diligence and TENANT shall fully pay and
6 immediately discharge the amount of any final judgment rendered against
7 LANDLORD or TENANT in any litigation involving the enforcement of such liens or
8 the validity thereof.

9 E. In the event of TENANT'S failure to discharge of record any
10 such uncontested lien within said thirty (30) day period or to pay and satisfy any
11 such judgment as aforesaid, LANDLORD may, but shall not be obliged to, pay the
12 amount thereof, inclusive of any interest thereon and any costs assessed against
13 TENANT in said litigation, or may discharge such lien by contesting its validity or by
14 any other lawful means.

15 F. Any amount paid by LANDLORD for any of the aforesaid
16 purposes, and all reasonable legal and other expenses of LANDLORD including
17 reasonable counsel fees, in defending any such action or in connection with
18 procuring the discharge of such lien, with all necessary disbursements in connection
19 therewith, together with interest thereon at the rate provided by law from the date of
20 payment shall be repaid by TENANT to LANDLORD on demand.

21 11. COMPLIANCE WITH CONSTRUCTION LAWS. TENANT shall cause
22 all construction work performed at the Premises to comply with (a) all applicable laws,
23 ordinances, rules and regulations of federal, state, county or municipal governments or
24 agencies (including, without limitation, all applicable federal and state labor standards,
25 including the prevailing wage provisions of Section 1770 et seq. of the California Labor
26 Code), and (b) all directions, rules and regulations of any fire marshal, health officer,
27 building inspector, or other officer of every governmental agency now having or hereafter
28 acquiring jurisdiction. TENANT shall indemnify, defend and hold LANDLORD harmless

1 from any and all claims based upon or arising from the failure of any work related to the
2 Premises to comply with all such applicable legal requirements, including, without
3 limitation, any such claims that may be asserted against or incurred by LANDLORD with
4 respect to or in any way arising from such construction work's compliance with or failure to
5 comply with applicable laws, including all federal and state labor requirements including,
6 without limitation, the requirements of California Labor Code Section 1770 et seq.

7 12. IMPROVEMENTS TO BE REMOVED BY TENANT OR BECOME
8 PROPERTY OF LANDLORD. Prior to the expiration or earlier termination of this Lease
9 Tenant shall remove all personal property and improvements on the Premises. Should
10 Tenant fail to remove such personal property and improvements, then (i) such personal
11 property and improvements shall immediately become the property of LANDLORD without
12 compensation to TENANT, and (ii) such personal property and improvements remaining
13 on the Premises may be disposed of by LANDLORD, and TENANT shall reimburse
14 LANDLORD the costs of such disposal (if any).

15 13. OPERATION OF BUSINESS.

16 A. TENANT, for itself, or through its subtenants, shall continuously
17 use and operate the Premises, during all usual business hours and on all such days
18 as comparable business of like nature in the area are open for business in
19 accordance with the provisions of this Lease relating to use. If the Premises are
20 destroyed or partially condemned and this Lease remains in full force and effect,
21 TENANT shall continue operation of its business at the Premises to the extent
22 reasonably practical as determined by good business judgment during any period
23 of reconstruction.

24 B. TENANT shall appoint in writing an authorized local agent duly
25 empowered to make decisions on behalf of TENANT in all routine administrative
26 and operational matters relating to the Premises who shall be available at the
27 Premises during normal business hours. TENANT shall notify LANDLORD in writing
28 of the name, address and telephone number of said agent.

1 14. COMPLIANCE WITH LAW. TENANT shall at all times conduct its
2 operations in accordance with all applicable Federal, State and/or Municipal rules and
3 regulations. No improvements or structures, either permanent, temporary or portable, shall
4 be erected, placed upon, operated or maintained on the Premises, nor shall business or
5 any other activity be conducted or carried on, in, onto, or from the Premises in violation of
6 the terms of this Lease or any duly adopted rules, regulations, orders, law, statute, by-law,
7 or ordinance of any governmental agency having jurisdiction thereover.

8 15. TENANT INDEMNIFICATION AND HOLD HARMLESS.

9 A. TENANT shall indemnify, protect and hold harmless
10 LANDLORD, its Boards, Commissions, and their officials, employees and agents
11 (“Indemnified Parties”), from and against any and all liability, claims, demands,
12 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,
13 penalties, costs and expenses, including attorneys’ fees, court costs, expert and
14 witness fees, and other costs and fees of litigation, arising or alleged to have arisen,
15 in whole or in part, out of or in connection with (1) the use of the Premises by
16 TENANT, its officers, employees, agents, subcontractors, or anyone under
17 TENANT’S control, or (2) TENANT’S breach or failure to comply with any of its
18 obligations contained in this Lease (collectively “Claims” or individually “Claim”).

19 B. In addition to TENANT’S duty to indemnify as described above,
20 TENANT shall have a separate and wholly independent duty to defend Indemnified
21 Parties at TENANT’S expense by legal counsel approved by LANDLORD, from and
22 against all Claims, and shall continue this defense until the Claims are resolved,
23 whether by settlement, judgment or otherwise. No finding or judgment of
24 negligence, fault, breach, or the like on the part of TENANT shall be required for the
25 duty to defend to arise. LANDLORD shall notify TENANT of any Claim, shall tender
26 the defense of the Claim to TENANT, and shall assist TENANT, as may be
27 reasonably requested, in the defense.

28 C. If a court of competent jurisdiction determines that a Claim was

1 caused by the sole negligence or willful misconduct of Indemnified Parties,
2 TENANT'S costs of defense and indemnity shall be (1) reimbursed in full if the court
3 determines sole negligence by the Indemnified Parties, or (2) reduced by the
4 percentage of willful misconduct attributed by the court to the Indemnified Parties.

5 D. The provisions of this Section 16 shall survive the expiration or
6 termination of this Lease.

7 16. LANDLORD INDEMNIFICATION AND HOLD HARMLESS.

8 A. LANDLORD shall indemnify, protect and hold harmless
9 TENANT, its Boards and their officials, employees and agents ("Indemnified
10 Parties"), from and against any and all liability, claims, demands, damage, loss,
11 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
12 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
13 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
14 in part, out of or in connection with (1) the use of the Premises by LANDLORD'S
15 officers, employees, agents, subcontractors, or anyone under LANDLORD'S
16 control, or (2) LANDLORD'S breach or failure to comply with any of its obligations
17 contained in this Lease (collectively "Claims" or individually "Claim").

18 B. In addition to LANDLORD'S duty to indemnify as described
19 above, LANDLORD shall have a separate and wholly independent duty to defend
20 Indemnified Parties at LANDLORD'S expense by legal counsel approved by
21 TENANT, from and against all Claims, and shall continue this defense until the
22 Claims are resolved, whether by settlement, judgment or otherwise. No finding or
23 judgment of negligence, fault, breach, or the like on the part of LANDLORD shall be
24 required for the duty to defend to arise. TENANT shall notify LANDLORD of any
25 Claim, shall tender the defense of the Claim to LANDLORD, and shall assist
26 LANDLORD, as may be reasonably requested, in the defense.

27 C. If a court of competent jurisdiction determines that a Claim was
28 caused by the sole negligence or willful misconduct of Indemnified Parties,

1 LANDLORD'S costs of defense and indemnity shall be (1) reimbursed in full if the
2 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
3 percentage of willful misconduct attributed by the court to the Indemnified Parties.

4 D. The provisions of this Section 17 shall survive the expiration or
5 termination of this Lease.

6 17. WAIVER. This Lease confers no rights upon TENANT other than
7 expressly stated herein.

8 18. INSURANCE. TENANT shall procure and maintain the following
9 insurance at TENANT's sole expense for the duration of this Lease, including any
10 extensions, renewals, or holding over thereof, from insurance companies that are admitted
11 to write insurance in the State of California or from non-admitted insurers that are on
12 California's List of Eligible Surplus Lines Insurers (LESLI) and that have ratings of or
13 equivalent to an A:VIII by A.M. Best Company:

14 A. Commercial general liability insurance equivalent in coverage
15 scope to ISO form CG 00 01 11 85 or 10 93 in an amount not less than One Million
16 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general
17 aggregate. Such coverage shall include but is not limited to broad form contractual
18 liability, cross liability protection, products and completed operations liability, and
19 garage-keepers legal liability. The City of Long Beach, and its boards, officials,
20 employees, and agents shall be added as additional insureds by endorsement
21 (equivalent in coverage scope to ISO form CG 20 26 11 85) and this coverage shall
22 contain no special limitations on the scope of protection afforded to the City, and its
23 boards, officials, employees, and agents.

24 B. Workers' compensation insurance as required by the California
25 Labor Code and Employer's Liability insurance in an amount not less than One
26 Million Dollars (\$1,000,000) per accident or occupational illness.

27 Any self-insurance program, self-insured retention or deductible must be
28 approved separately in writing by the City's Risk Manager or designee and shall protect

1 the City of Long Beach, and its boards, officials, employees, and agents in the same
2 manner and to the same extent as they would have been protected had the policy or
3 policies not contained such self-insurance or deductible provisions.

4 Each insurance required hereunder shall be endorsed to provide that
5 coverage shall not be canceled, nonrenewed, or materially changed in coverage or limits
6 (other than by reduction of limits by payment of claims) except after thirty (30) days prior
7 written notice to City, and that coverage shall be primary and not contributing to any other
8 insurance or self-insurance maintained by the City of Long Beach, or its boards,
9 employees, or agents.

10 Prior to the commencement of this Lease, TENANT shall deliver to City
11 certificates of insurance and the endorsements required hereunder for approval as to
12 sufficiency and form. The certificates and endorsements for each insurance policy shall
13 contain the original signature of a person authorized by that insurer to bind coverage on its
14 behalf. In addition, TENANT shall, at least thirty (30) days prior to expiration of such
15 policies, furnish City with evidence of renewals. City reserves the right to require complete
16 certified copies of all said policies at any time.

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

21 Not more frequently than every six (6) months if, in the opinion of
22 LANDLORD, the amount of insurance coverages is not adequate, TENANT shall provide
23 the insurance required by LANDLORD's Risk Manager or designee.

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

26 19. WORKERS' COMPENSATION. Evidence of current workers'
27 compensation coverage as required by the Labor Code of the State of California and
28 Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000)

1 per accident or occupational illness shall be provided to LANDLORD. The policy shall be
2 endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach,
3 and its officials, employees, and agents.

4 20. ASSIGNMENT AND SUBLETTING.

5 A. CONSENT.

6 i. TENANT shall not assign or sublet this Lease or any
7 interest therein (including without limitation subleases or licenses for wireless
8 communication facilities) without first obtaining the written consent of
9 LANDLORD and the giving of such consent shall not be a waiver of any rights
10 to object to further or future assignments or subleases, but the consent to
11 each successive assignment or sublease must be first obtained in writing
12 from and by LANDLORD.

13 ii. Any request to assign or sublease shall be accompanied
14 by such data relating to the identity and financial condition of the proposed
15 assignee or sublessee as may be requested to permit LANDLORD to render
16 its decision.

17 iii. Except as otherwise provided herein, if TENANT be a
18 partnership or joint venture, a withdrawal, addition or change (voluntary,
19 involuntary, by operation of law, or otherwise) of any of the partners or
20 adventurers thereof, or if TENANT be composed of more than one person, a
21 purported assignment or transfer (voluntary, involuntary, by operation of law,
22 or otherwise) from one thereof unto the other or others thereof, or if TENANT
23 be a corporation, a change in the ownership (voluntary, involuntary, by
24 operation of law, or otherwise) of twenty-five percent (25%) or more of its
25 capital stock owned as of the date of its acquisition of this Lease shall be
26 deemed an assignment prohibited hereby unless the written consent of
27 LANDLORD be first obtained thereto; provided, however, that a change in
28 the ownership of said capital stock or partnership or limited liability company

1 interests as a result of the death or judicially declared incompetency of
2 TENANT may be made without the consent of LANDLORD.

3 iv. LANDLORD shall not unreasonably refuse to grant its
4 written consent to such transfer or assignment, however, any such transfer
5 without said approval, whether voluntary or involuntary, shall be void and
6 shall confer no right or occupancy upon said assignee or purchaser.

7 v. A transfer or an assignment of any such stock or interest
8 to a shareholder's or partner's spouse, children or grandchildren is accepted
9 from the provisions hereof. Transfers of partnership interests naming original
10 partners in DOWNTOWN LONG BEACH ASSOCIATES shall not require
11 consent of LANDLORD.

12 B. TERMINATION. This Lease shall not be terminated by reason
13 of any assignment or transfer by operation of law of TENANT's interest hereunder
14 or in the leasehold estate created hereby.

15 21. EMINENT DOMAIN. Should the Premises or any portion thereof be
16 condemned or otherwise subject to eminent domain proceedings, then this Lease shall
17 automatically terminate and TENANT shall not be entitled to any award or compensation
18 from the condemning authority or LANDLORD.

19 22. RESERVATIONS TO LANDLORD.

20 A. The Premises are accepted by TENANT subject to any and all
21 existing or planned easements or other encumbrances and LANDLORD shall have
22 the right to install, lay, construct, maintain, repair and operate such sanitary sewers,
23 drains, storm water sewers, pipelines, manholes, connections, water, oil and gas
24 pipelines, and telephone and telegraph power lines and such other appliances and
25 appurtenances necessary or convenient to use in connection therewith over, in,
26 upon, through, across and along the Premises or any part thereof, as will not
27 interfere with TENANT's operations hereunder and to enter thereupon for any and
28 all such purposes. LANDLORD also reserves the right to grant franchises,

1 easements, rights of way and permits in, over, and upon, along, or across any and
2 all portions of the Premises as LANDLORD may elect so to do, provided, however,
3 that no right of LANDLORD provided for in this Section shall be so executed as to
4 interfere unreasonably with TENANT's operations hereunder, or impair the security
5 of any secured creditor of TENANT or be in competition with businesses carried on
6 by TENANT or its subtenants.

7 B. LANDLORD agrees that any right as set forth by this Section
8 shall not be exercised unless a prior written notice of sixty (60) days is given to
9 TENANT. However, if such right must be exercised by reason of emergency
10 LANDLORD will give TENANT such notice as is possible under the existing
11 circumstances.

12 C. LANDLORD will cause the surface of the Premises to be
13 restored to its original condition upon the completion of any construction done
14 pursuant to this Section.

15 D. LANDLORD reserves the right to enter and have access to the
16 Premises in order to make, construct or carry out improvements after at least forty-
17 eight (48) hours prior written notice to TENANT.

18 E. LANDLORD shall exercise its best efforts to avoid
19 unreasonable interference with TENANT's operations or enjoyment of the Premises
20 or impairment of the security of any secured creditor in its exercise of rights pursuant
21 to this Section.

22 F. Should any exercise of the rights described in this Section
23 result in a significant interference with TENANT's use of the Premises, LANDLORD
24 shall provide compensation to TENANT by means of a reduction in rent
25 proportionate to the amount of the interference which shall continue until TENANT
26 has been compensated in an amount equal to its actual out of pocket costs.

27 23. MAINTENANCE.

28 A. TENANT agrees, at TENANT's sole cost and expense, to repair

1 and maintain the Premises and all improvements or landscaping existing or
2 constructed thereon in good order and repair and to keep the Premises and facilities
3 in a neat, clean, attractive and orderly condition. Failure of TENANT to properly
4 maintain and repair the Premises shall constitute a breach of the terms of this Lease.

5 B. If, in the opinion of LANDLORD, the Premises are not being
6 properly maintained, LANDLORD, after giving thirty (30) days written notice to
7 TENANT to remedy discrepancies, cause such repair and maintenance to be made.
8 The cost of such maintenance or repair shall be added to the rent. If said costs are
9 not paid promptly by TENANT, this Lease shall be deemed to be in default, and
10 LANDLORD shall be entitled to all legal remedies provided hereunder.

11 24. UTILITIES. TENANT shall, at its own cost, pay for all electricity, gas,
12 water, telephone and other utility services furnished to TENANT, including the cost of
13 installation of necessary connections for all of said services. All utilities added from or after
14 the Commencement Date shall be underground.

15 25. WASTE DISPOSAL.

16 A. TENANT shall construct all facilities necessary to prevent any
17 water or industrial waste from the operations of TENANT on the Premises from
18 flowing into adjacent property. TENANT shall dispose of all sewage and industrial
19 waste in accordance with all applicable regulations and laws of those governmental
20 agencies having jurisdiction or authority thereover.

21 B. TENANT shall insure that all solid waste materials are placed
22 in appropriate covered containers designed for use with the type of waste involved,
23 which shall remain covered, and that said containers are maintained within
24 enclosures located on the Premises and designated to keep said trash containers
25 out of the flow of traffic and obscured from view.

26 26. BILLBOARDS AND SIGNS. TENANT agrees not to construct, install
27 or maintain, nor to allow upon the Premises any billboards, signs, banners or like displays
28 without City's reasonable approval, and subject to the limitations of applicable sign and

1 zoning ordinances.

2 27. AUDIT. LANDLORD and its designated representatives shall be
3 permitted to examine and review TENANT'S records at all reasonable times, with or without
4 prior notification, for the purpose of determining compliance with all terms, covenants and
5 conditions of this Lease. Such examinations and reviews shall be conducted during
6 TENANT'S regular business hours in a manner causing as little inconvenience as possible
7 to TENANT.

8 28. TERMINATION BY LANDLORD.

9 A. Upon thirty (30) days from and after written notice from
10 LANDLORD to TENANT, LANDLORD may declare this Lease and all rights and
11 interests created thereby to be terminated, for any reason whatsoever. Should
12 TENANT default in the performance of any term, covenant, condition or agreement
13 imposed upon or promised by TENANT to be performed and such default is not
14 corrected within thirty (30) days from and after written notice to TENANT by
15 LANDLORD, specifying said default and demanding its immediate correction,
16 LANDLORD may declare this Lease and all rights and interests created thereby to
17 be terminated.

18 B. Nothing herein shall be deemed to deprive TENANT of any right
19 to legal redress which TENANT would otherwise have.

20 C. NON-DISTURBANCE AGREEMENT. LANDLORD agrees that
21 it will from time to time enter into so called "non-disturbance" agreements with any
22 subtenant of TENANT which requests such an agreement. Such non-disturbance
23 agreement shall provide that in the event of early termination of this Lease as a
24 result of TENANT's default thereunder, LANDLORD shall recognize the sublease
25 and not disturb the subtenant's possession thereunder only so long as such
26 subtenant shall not be in default under its sublease, that the subtenant will attorn to
27 LANDLORD, and that the subtenant will pay rent to LANDLORD from the date of
28 such attornment, and that LANDLORD shall not be responsible to the subtenant

1 under the sublease except for obligations accruing subsequent to the date of such
2 attornment.

3 29. TERMINATION BY TENANT. Upon thirty (30) days from and after
4 written notice by TENANT to LANDLORD, TENANT may declare this Lease and all rights
5 and interests created thereby to be terminated.

6 30. LANDLORD'S RIGHT TO RE-ENTER. If any default by TENANT shall
7 continue uncured following notice of default for the period applicable to the default under
8 the provisions of this Lease, LANDLORD may, at its option, terminate this Lease by giving
9 tenant notice of termination. On the expiration of the Lease Term or in the event of a sooner
10 termination following TENANT'S default, upon giving written notice of termination to
11 TENANT, TENANT agrees to yield and peaceably deliver possession of the Premises to
12 LANDLORD on the date of termination of this Lease, without regard to the reason for such
13 termination. Upon giving written notice of termination to TENANT, LANDLORD shall have
14 the right to re-enter and take possession of the Premises on the date such termination
15 becomes effective without further notice of any kind and without institution of summary or
16 regular legal proceedings. Termination of this Lease and re-entry of the Premises by
17 LANDLORD shall in no way alter or diminish any obligation of TENANT under the Lease
18 terms and shall not constitute an acceptance or surrender. TENANT waives any and all
19 right of redemption under any existing or future law or statute in the event of eviction from
20 or dispossession of the Premises for any reason or in the event LANDLORD re-enters and
21 takes possession of the Premises in a lawful manner. If upon service by LANDLORD upon
22 TENANT of a termination notice, TENANT disputes LANDLORD's right to terminate,
23 TENANT shall seek its appropriate provisional or preliminary relief by filing an application
24 for same in the appropriate court, prior to the termination date in the notice of termination,
25 it being the intention of the parties that any dispute as to the right of LANDLORD to
26 terminate this Lease, shall thereafter be fully adjudicated in that forum. In the event that
27 TENANT fails to seek provisional or preliminary relief as provided for herein within the time
28 period set forth above, TENANT agrees that should the manner or method employed by

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1 LANDLORD in re-entering or taking possession of the Premises give TENANT a cause of
2 action for damages or in forcible entry and detainer, the total amount of damages to which
3 TENANT shall be entitled in any such action shall be One Dollar (\$1.00). TENANT agrees
4 that this Clause may be filed in any such action and that when filed, it shall be a stipulation
5 of TENANT fixing the total damages to which TENANT is entitled in such an action.

6 31. ABANDONMENT. If TENANT shall abandon or be dispossessed by
7 process of law or otherwise, any personal property belonging to TENANT remaining on the
8 premises thirty (30) days after such abandonment or dispossession shall be deemed to
9 have been transferred to LANDLORD, and LANDLORD shall have the right to remove and
10 to dispose of the same without liability to account therefore to TENANT, or to any person
11 claiming under TENANT.

12 32. POSSESSORY INTEREST. TENANT recognizes and understands
13 that this Lease may create a possessory interest subject to property taxation and that
14 TENANT may be subject to the payment of property taxes on such interest.

15 33. GENERAL CONDITIONS.

16 A. HOLDING OVER BY TENANT. In the event of TENANT
17 holding over and failing to surrender the Premises at the expiration of the Lease
18 Term, or any extension thereof, with or without the consent of LANDLORD, said
19 holdover shall result in the creation of a tenancy from month to month at the monthly
20 rental in effect for the last month prior to termination hereof, payable on the first day
21 of each month during said month to month tenancy. Nothing herein shall be
22 construed to grant TENANT any right to hold over at the expiration of the Lease
23 Term, or any extension thereof. All other terms and conditions of this Lease shall
24 remain in full force and effect and be fully applicable to any month to month tenancy
25 hereunder.

26 B. BANKRUPTCY. Should TENANT make an assignment for
27 benefit of creditors or should a voluntary or involuntary petition of bankruptcy or for
28 reorganization or for any arrangements be filed by or against TENANT, or if

1 TENANT becomes bankrupt or insolvent, or if a receiver be appointed of TENANT's
2 business or assets (except a receiver appointed at request of LANDLORD), such
3 action shall constitute a breach of this Lease for which LANDLORD, at its option,
4 may terminate all rights of TENANT or TENANT'S successors in interest under this
5 Lease except as provided in this Lease; provided, however, that an involuntary
6 petition for bankruptcy or reorganization which is dismissed within sixty (60) days
7 after filing without loss to LANDLORD shall not constitute a breach of this Lease.

8 C. DISPOSITION OF PERSONAL PROPERTY ABANDONED BY
9 TENANT. If TENANT abandons the Premises or is dispossessed thereof by
10 process of law or otherwise, title to any personal property belonging to TENANT and
11 left on the Premises thirty (30) days after such abandonment or dispossession shall
12 be deemed to have been transferred to LANDLORD. LANDLORD shall have the
13 right to remove and to dispose of such property without liability therefore to TENANT
14 or to any person claiming under TENANT and shall have no duty or obligation to
15 account therefore.

16 D. SUCCESSORS IN INTEREST. Unless otherwise provided in
17 this Lease, the terms, covenants and conditions contained herein shall apply to and
18 find the heirs, successors, executors, administrators and assigns of all of the parties
19 hereto, all of whom shall be jointly and severably liable hereunder.

20 E. TAXES AND ASSESSMENTS. TENANT shall pay before
21 delinquency, all taxes, license fees, assessments and other charges which are
22 levied and assessed against and upon the Premises, fixtures, equipment, or other
23 property caused or suffered by TENANT to be placed upon the Premises. TENANT
24 shall furnish LANDLORD with satisfactory evidence of these payments upon
25 demand by LANDLORD.

26 F. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE. If
27 either party hereto shall be delayed or prevented from the performance of any act
28 required hereunder by reason of acts of God, restrictive governmental laws or

1 regulations or other cause, without fault and beyond control of the party obligated
2 other than financial incapacity, performance of such act shall be excused for the
3 period of the delay; and the period for the performance of any such act shall be
4 extended for a period equivalent to the period of such delay, provided, however,
5 nothing in this section shall excuse TENANT from the prompt payment of any rental
6 or other charge required of TENANT hereunder except as may be expressly
7 provided elsewhere in this Lease.

8 G. AMENDMENTS. This Lease sets forth all of the agreements
9 and understandings of the parties hereto and is not subject to modification, except
10 in writing duly executed by the legally authorized representatives of each of the
11 parties.

12 H. LEASE ORGANIZATION. The various headings in this Lease,
13 the number of letters thereof, and the organization of this Lease into separate
14 sections and paragraphs are for purposes of convenience only and shall not be
15 considered otherwise.

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

20 J. WAIVER OF RIGHTS. The failure of TENANT or LANDLORD
21 to insist upon strict performance of any of the terms, conditions or covenants herein
22 shall not be deemed a waiver of any rights or remedies that either may have, and
23 shall not be deemed a waiver of any subsequent breach or default of the terms,
24 conditions or covenants herein contained.

25 K. NOTICES. All notices given or to be given by either party to
26 the other, shall be served by either: (1) enclosing the same in a sealed envelope
27 addressed to the party intended to receive the same at the address indicated herein
28 or at such other address as the parties may by written notice hereafter designate,

1 and deposited in the U. S. Postal Service, with postage prepaid; or (2) personal
2 service upon LANDLORD or upon an officer or authorized agent of TENANT. Such
3 notices shall be effective on the date of mailing if served by mail or on the date
4 personal service is effected if such notice is personally served. For the purposes
5 hereof, notices to LANDLORD and TENANT shall be addressed as follows:

6
7 LANDLORD: City of Long Beach
8 333 W. Ocean Blvd., 13th Floor
9 Long Beach, CA 90802
10 Attn: City Manager

11 With a copy to: City of Long Beach
12 333 W. Ocean Blvd., 3rd Floor
13 Long Beach, CA 90802
14 Attn: Director, Economic & Property Development

15 TENANT: Downtown Long Beach Development Corporation
16 100 W. Broadway, Suite 120
17 Long Beach, CA 90802
18 Attn: President & CEO

19 L. TIME. Time is of the essence of this Lease.

20 M. APPROVALS AND CONSENTS BY CITY. Wherever in this
21 Lease consents or approvals by LANDLORD are required, such consents or
22 approvals shall not unreasonably be withheld or delayed.

23 N. PROHIBITION AGAINST RECORDING LEASE;
24 RECORDABLE MEMORANDUM OF LEASE. This Lease shall not be recorded.
25 LANDLORD and TENANT agree that they shall, at any time at the request of the
26 other, promptly execute a memorandum or short form of this Lease, in recordable
27 form, setting forth a description of the Premises, the Lease Term, and any other
28 provisions herein, or the substance thereof, as either party desires, and the cost of
recording any such memorandum or short form shall be paid by TENANT.

O. NO RELOCATION OR GOODWILL VALUE. TENANT agrees
that nothing contained in this Lease creates any right in TENANT for any relocation

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1 assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16
2 of the California Government Code from LANDLORD on the termination or
3 expiration of this Lease.

4 P. QUIET POSSESSION. LANDLORD covenants and agrees
5 that TENANT, upon paying the rent and other charges herein provided for and
6 observing and keeping the covenants, conditions, and terms of this Lease on
7 TENANT'S part to be kept or performed, shall lawfully and quietly hold, occupy, and
8 enjoy the Premises during the Lease Term without any hindrance or molestation by
9 LANDLORD or any person claiming under LANDLORD.

10 IN WITNESS WHEREOF, the parties hereto have caused these presents to
11 be duly executed with all the formalities required by law on the respective dates set forth
12 opposite their signatures.

13
14
15 _____ 4/6/18, 2016

CITY OF LONG BEACH, a municipal
corporation

16 By [Signature]
17 City Manager

"LANDLORD"

18 DOWNTOWN LONG BEACH
19 DEVELOPMENT CORPORATION, a
California corporation

20 _____ 3/9/18, 2016

21 By [Signature]
22 Name KEVIN KOSUD
23 Title EXECUTIVE DIRECTOR

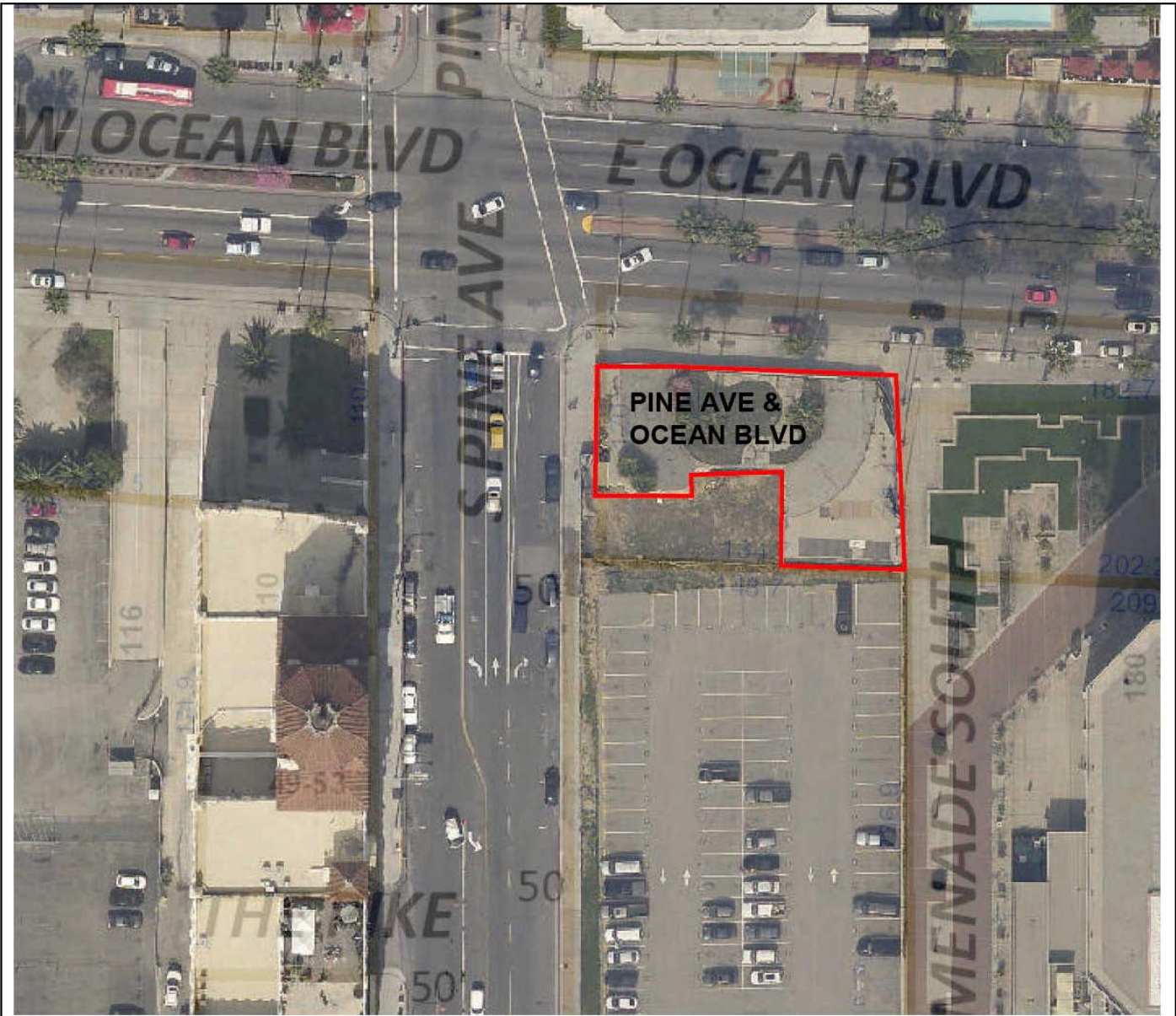
"TENANT"

24 This Lease is approved as to form on April 2, 2018.

25 CHARLES PARKIN, City Attorney

26 By [Signature]
27 Deputy

Exhibit A
Site Map



SE Corner of Pine Ave & E Ocean Blvd
8,240.3 sq ft – 0.19 acres