

SUBLEASE
34462

THIS SUBLEASE is made and entered, in duplicate, as of December 7, 2016 pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting held on December 6, 2016, by and between the CITY OF LONG BEACH, a municipal corporation ("Sublandlord"), whose address is 333 W. Ocean Boulevard, 3rd Floor, Long Beach, California 90802, Attention: Department of Economic and Property Development, and FIRST TO SERVE, INC., a California non-profit corporation ("Subtenant"), whose address is 1017 W 50th Street, Los Angeles, California 90037.

Sublandlord and Subtenant, in consideration of the mutual terms, covenants, and conditions herein, agree as follows:

1. Master Lease. Sublandlord, as tenant, and Eddie N John #1, LLC, a limited liability company, as landlord, have executed a Lease covering the Premises, as defined below (including any amendments and addenda thereto, the "Master Lease"). A copy of the Master Lease is attached hereto as Exhibit "B". Subtenant shall have all the rights and obligations of Sublandlord under the Master Lease as though Subtenant was the tenant under the Master Lease, except for utilities and incidental costs in Section 7 of the Master Lease or as otherwise specifically stated in this Sublease. The Master Lease is hereby incorporated by reference.

2. Premises. Sublandlord hereby leases to Subtenant and Subtenant hereby accepts and leases from Sublandlord those certain premises containing approximately twelve thousand (12,000) rentable square feet (the "Premises") located within the building located at 6845 Atlantic Avenue, Long Beach, California (the "Building"), such premises being more particularly depicted in Exhibit "A" attached hereto. The Premises shall be leased in "as is" condition.

3. Term. The term of this Sublease shall commence on December 7, 2016, and shall terminate at midnight on March 6, 2017.

4. Rent. Subtenant shall pay to Sublandlord a monthly rental payment

1 equal to Six Thousand Seven Hundred Fifty Dollars (\$6,750), such rent to be prorated for
2 any partial month.

3 5. Insurance. Concurrent with the execution of this Sublease and as a
4 condition of obtaining occupancy of the premises, Subtenant shall procure and maintain
5 the following types of insurance at Subtenant's sole expense for the duration of this
6 Sublease, including any extensions, renewals, or holding over thereof, from insurance
7 companies that are admitted to write insurance in the State of California or from authorized
8 non-admitted insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

9 A. Commercial general liability insurance equivalent in coverage
10 scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars
11 (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual
12 aggregate. Such coverage shall include but is not limited to broad form contractual
13 liability coverage, cross liability protection, and products and completed operations.
14 The City of Long Beach, Eddie N. John #1, LLC, and their officials, employees, and
15 agents shall be added as additional insureds by endorsement equivalent in
16 coverage scope to ISO form CG 20 26 11 85 and such endorsement shall protect
17 the City, Eddie N. John #1, LLC, and their officials, employees, and agents from and
18 against claims, demands, causes of action, expenses, costs, or liability for injury to
19 or death of persons, or damage to or loss of property arising out activities performed
20 by or on behalf of the Subtenant or from maintenance or use of the Premises. The
21 coverage shall contain no special limitations on the scope of protection afforded to
22 the City, Eddie N. John #1, LLC, and their officials, employees, and agents, and
23 Subtenant agrees to obtain and furnish evidence to City of the waiver of Subtenant's
24 liability insurance carrier of any right of subrogation against the City.

25 B. If applicable, All Risk property insurance, in an amount
26 sufficient to cover the full replacement value of all buildings and structural
27 improvements erected on the Subleased Premises. Eddie N. John #1, LLC, and
28 Sublandlord, as their interests may appear, shall be named as an additional insured

1 under a standard loss payable endorsement.

2 C. All Risk property insurance in an amount sufficient to cover the
3 full replacement value of Subtenant's personal property, improvements and
4 equipment on the Premises.

5 D. Workers' compensation insurance required by the State of
6 California and employer's liability insurance in an amount not less than One Million
7 Dollars (\$1,000,000) per accident or occupational illness. Subtenant agrees to
8 obtain and furnish evidence to City of the waiver of Subtenant's workers'
9 compensation insurance carrier of any right of subrogation against the City and
10 Eddie N. John #1, LLC.

11 E. With respect to damage to property, Sublandlord, Eddie N.
12 John #1, LLC, and Subtenant hereby waive all rights of subrogation, one against
13 the other, but only to the extent that collectible commercial insurance is available for
14 said damage.

15 F. Any self-insurance program or self-insured retention must be
16 approved separately in writing by Lessor and shall protect the City of Long Beach,
17 Eddie N. John #1, LLC, and their officials, employees, and agents in the same
18 manner and to the same extent as they would have been protected had the policy
19 or policies not contained retention provisions.

20 G. Each insurance policy shall be endorsed to state that coverage
21 shall not be cancelled, nonrenewed or changed by either party except after thirty
22 (30) days prior written notice to Sublandlord and shall be primary to Sublandlord.
23 Any insurance or self-insurance maintained by Sublandlord shall be excess to and
24 shall not contribute to insurance or self-insurance maintained by Subtenant.

25 H. Subtenant shall deliver to Sublandlord certificates of insurance
26 and the required endorsements for approval as to sufficiency and form prior to
27 commencement of this Sublease. The certificates and endorsements for each
28 insurance policy shall contain the original signature of a person authorized by that

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333 West Ocean Boulevard, 11th Floor
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insurer to bind coverage on its behalf. Subtenant shall, at least thirty (30) days prior to expiration of such policies, furnish Sublandlord with evidence of renewals. Sublandlord reserves the right to require complete certified copies of all said policies at any time.

I. Such insurance as required herein shall not be deemed to limit Subtenant's liability relating to performance under this Sublease. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Sublease. Subtenant understands and agrees that, notwithstanding any insurance, Subtenant's obligation to defend, indemnify, and hold Sublandlord, Eddie N. John #1, LLC, and their officials, agents, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by the condition of the Premises or in any manner connected with or attributed to the acts or omissions of Subtenant, its officers, agents contractors, employees, licensees, vendors, patrons, or visitors, or the operations conducted by or on behalf of Subtenant, or the Subtenant's use, misuse, or neglect of the Premises.

J. Not more frequently than every three (3) years, if in the opinion of Sublandlord the amount of the foregoing insurance coverages is not adequate, Subtenant shall amend the insurance coverage as required by Sublandlord's Risk Manager or designee.

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

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

FIRST TO SERVE, INC., a California non-profit corporation

December 21, 2016

By [Signature]
Name Richard Reed
Title Executive Director

_____, 2016

By _____
Name _____
Title _____

"Subtenant"

CITY OF LONG BEACH, a municipal corporation

_____, 2016

By _____
City Manager

"Sublandlord"

This Sublease is hereby approved as to form on _____, 2016.

CHARLES PARKIN, City Attorney

By _____
Deputy

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

FIRST TO SERVE, INC., a California non-profit corporation

December 21, 2016

By [Signature]
Name Richard Reed
Title Executive Director

_____, 2016

By _____
Name _____
Title _____

"Subtenant"

CITY OF LONG BEACH, a municipal corporation

December 21, 2016

By [Signature]
City Manager
Assistant City Manager

"Sublandlord"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Sublease is hereby approved as to form on 12/21, 2016.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

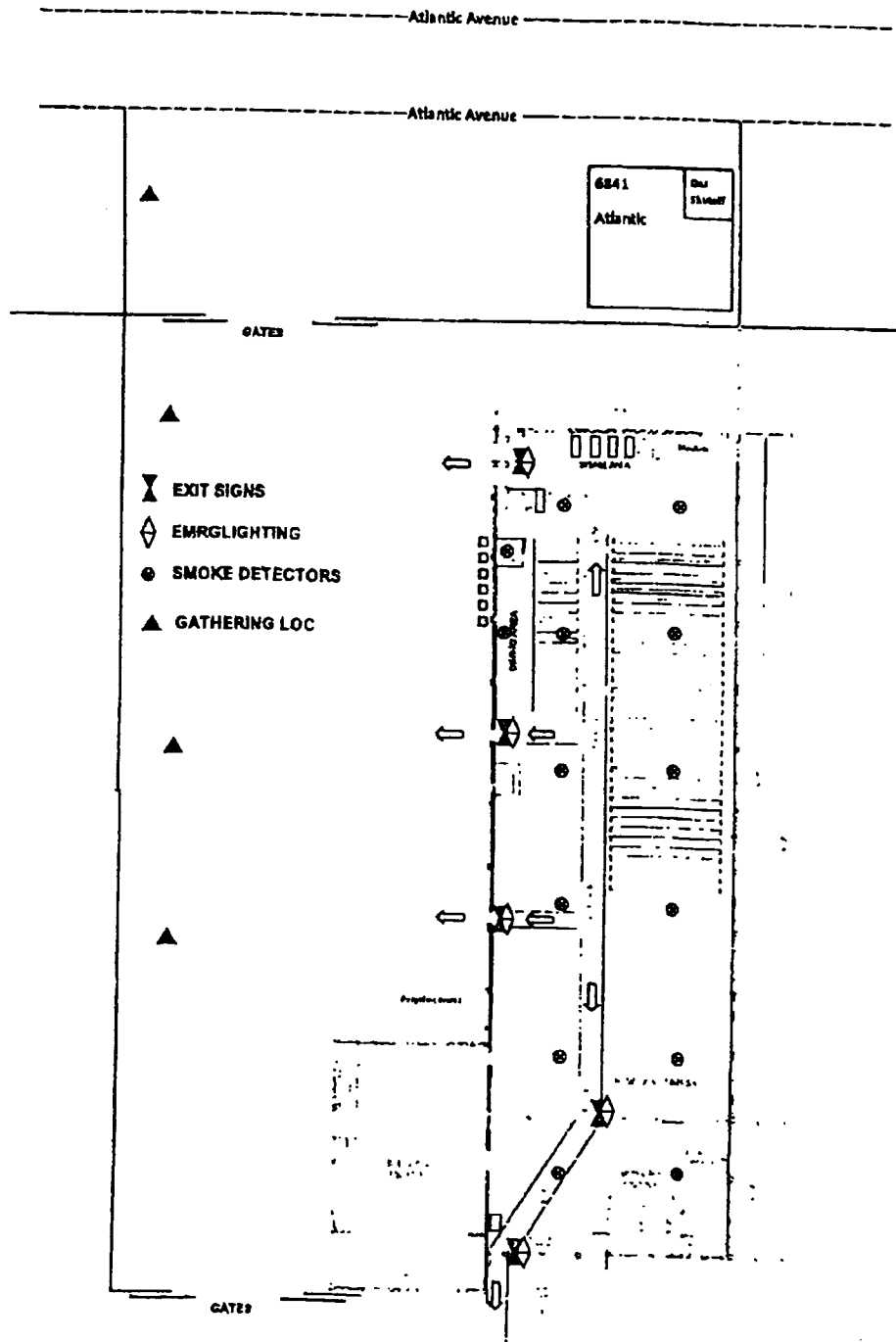
EXHIBIT "A"

PREMISES

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EXHIBIT A



FLOOR PLAN

MEASUREMENTS
BLDG A - 14,000 SF
BLDG B - 12,111 SF
BLDG C - 3,750 SF
TOTAL AREA - 29,861 SF

EXHIBIT "B"

MASTER LEASE

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LEASE

THIS LEASE is made and entered, in duplicate, as of December 7, 2016 pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting held on December 6, 2016, by and between EDDIE N JOHN #1, LLC, a limited liability company, whose address is 6841 Atlantic Avenue, Long Beach, California 90805 ("Landlord"), and the CITY OF LONG BEACH, a municipal corporation, whose address is 333 W. Ocean Boulevard, 3rd Floor, Long Beach, California 90802, Attention: Department of Economic and Property Development ("Tenant").

Landlord and Tenant, in consideration of the mutual terms, covenants, and conditions herein, agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby accepts and leases from Landlord those certain premises containing approximately twelve thousand (12,000) rentable square feet (the "Premises") located within the building located at 6845 Atlantic Avenue, Long Beach, California (the "Building"), such premises being more particularly depicted in Exhibit "A" attached hereto. The Premises shall be leased in "as is" condition.

2. Term. The term of this Lease shall commence on December 7, 2016, and shall terminate at midnight on March 6, 2017.

3. Rent. Tenant shall pay to Landlord a monthly rental payment equal to Six Thousand Seven Hundred Fifty Dollars (\$6,750), such rent to be prorated for any partial month.

4. Use. The Premises shall be used as a temporary winter homeless shelter.

5. Tenant's Maintenance Obligations. Tenant shall keep the Premises in a neat, safe and sanitary condition. All other maintenance and repairs not specifically described immediately above shall be the responsibility of Landlord pursuant to Section 6.

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1 6. Landlord's Maintenance Obligations. Landlord shall, at its own cost
2 and expense, manage and maintain the Building and make all necessary repairs to the
3 Premises, including without limitation all surface and structural elements of the roof,
4 bearing walls and foundations of the Building, all electrical, plumbing, HVAC systems and
5 all other elements of the Building. If Landlord fails to maintain the Premises as required
6 herein, Tenant shall notify Landlord of such failure in writing.

7 7. Utilities. Tenant shall be responsible for reimbursement to Landlord
8 for approximately \$12,750 for utilities and incidental costs for the Leased Premises.

9 8. Taxes. Landlord shall be responsible for payment of all real property
10 taxes.

11 9. Hazardous Materials.

12 A. In the event any Hazardous Materials are detected during the
13 Lease term, such materials shall be removed promptly in accordance with applicable
14 law at the sole cost and expense of Landlord. In the event Landlord determines it
15 is cost prohibitive to remove such materials, Tenant shall have the option of
16 terminating this Lease by giving written notice.

17 B. No goods, merchandise, supplies, personal property, materials,
18 or items of any kind shall be kept, stored, or sold in or on the Premises which are in
19 any way explosive or hazardous. Tenant shall comply with California Health and
20 Safety Code Section 25359.7 or its successor statute regarding notice to Landlord
21 on discovery by Tenant of the presence or suspected presence of any hazardous
22 material on the Premises. "Hazardous Materials" means any hazardous or toxic
23 substance, material or waste which is or becomes regulated by the City, the County
24 of Los Angeles, the State of California or the United States government.

25 10. Default by Tenant.

26 A. The occurrence of any of the following acts shall constitute a
27 default by Tenant:

28 i. Failure to pay rent when due after ten (10) days written

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notice;

ii. Failure to perform any of the terms, covenants, or conditions of this Lease if said failure is not cured within thirty (30) days after written notice of said failure; or

iii. Any attempted assignment, transfer, or sublease except as approved by Landlord or otherwise authorized pursuant to Section 16.

B. If Tenant does not comply with each provision of this Lease or if a default occurs, then Landlord may terminate this Lease and Landlord may enter the Premises and take possession thereof provided, however, that these remedies are not exclusive but cumulative to other remedies provided by law in the event of Tenant's default, and the exercise by Landlord of one or more rights and remedies shall not preclude Landlord's exercise of additional or different remedies for the same or any other default by Tenant.

11. Default by Landlord.

A. The occurrence of any of the following acts shall constitute a default by Landlord:

i. Failure to perform any of the terms, covenants, or conditions of this Lease if said failure is not cured within thirty (30) days after written notice of said failure.

B. If Landlord does not comply with each provision of this Lease or if a default occurs, then Tenant may terminate this Lease, provided, however, that this remedy is not exclusive but cumulative to other remedies provided by law in the event of Landlord's default, and the exercise by Tenant of one or more rights and remedies shall not preclude Tenant's exercise of additional or different remedies for the same or any other default by Landlord.

12. Right of Entry. Landlord shall have the right of access to the Premises during normal business hours and with reasonable advance notice to inspect the Premises, to determine whether or not Tenant is complying with the terms, covenants, and conditions

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1 of this Lease, to serve, post, or keep posted any notice, and for any other legal purpose.
2 Landlord shall also have the right to enter in case of emergencies.

3 13. Condemnation. If the whole or any part of the Premises shall be taken
4 by any public or quasi-public authority under the power of eminent domain, then this Lease
5 shall terminate as to the part taken or as to the whole, if taken, as of the day possession of
6 that part or the whole is required for any public purpose, and on or before the day of the
7 taking Tenant shall elect in writing either to terminate this Lease or to continue in
8 possession of the remainder of the Premises, if any. All damages awarded for such taking
9 shall belong to Landlord, whether such damages be awarded as compensation for
10 diminution in value to the leasehold or to the fee provided, however, that Landlord shall not
11 be entitled to any portion of the award made for loss of Tenant's business.

12 14. Assignment. Landlord acknowledges that Tenant intends to sublease
13 the Premises to First to Serve, Inc. concurrently with the execution of this Lease. Landlord
14 hereby approves of such sublease. Tenant shall not otherwise assign or transfer this
15 Lease or any interest herein, nor sublease the Premises or any part thereof (collectively
16 referred to as "transfer") without the prior written approval of Landlord.

17 15. Signs. Tenant may, at its own cost, install exterior signage on the
18 Premises subject to Landlord's reasonable approval as to design, size and location.

19 16. Access. Tenant shall have access to the Premises twenty-four (24)
20 hours per day, seven (7) days per week.

21 17. Holding Over. If Tenant holds over and remains in possession of the
22 Premises or any part thereof after the expiration of this Lease with the express or implied
23 consent of Landlord, then such holding over shall be construed as a tenancy from month
24 to month at the monthly rent then in effect and otherwise on the same terms, covenants,
25 and conditions contained in this Lease.

26 18. Surrender of Premises. On the expiration or sooner termination of this
27 Lease, Tenant shall deliver to Landlord possession of the Premises in substantially the
28 same condition that existed immediately prior to the date of execution hereof, reasonable

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1 wear and tear excepted.

2 19. Notice. Any notice required hereunder shall be in writing and
3 personally served or deposited in the U.S. Postal Service, first class, postage prepaid to
4 Landlord and Tenant at the respective addresses first stated above. Notice shall be
5 deemed effective on the date of mailing or on the date personal service is obtained,
6 whichever first occurs. Change of address shall be given as provided herein for notice.

7 20. Waiver of Rights. The failure or delay of Landlord to insist on strict
8 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of
9 any right or remedy that Landlord may have and shall not be deemed a waiver of any
10 subsequent or other breach of any term, covenant, or condition herein. The receipt of and
11 acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default
12 but shall only constitute a waiver of timely payment of rent. Any waiver by Landlord of any
13 default or breach shall be in writing. Landlord's approval of any act by Tenant requiring
14 Landlord's approval shall not be deemed to waive Landlord's approval of any subsequent
15 act of Tenant.

16 21. Successors in Interest. This Lease shall be binding on and inure to
17 the benefit of the parties and their successors, heirs, personal representatives, transferees,
18 and assignees, and all of the parties hereto shall be jointly and severally liable hereunder.

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

27 23. Partial Invalidity. If any term, covenant, or condition of this Lease is
28 held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder



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1 of the provisions hereof shall remain in full force and effect and shall in no way be affected,
2 impaired or invalidated thereby.

3 24. Time. Time is of the essence in this Lease, and every provision
4 hereof.

5 25. Governing Law. This Lease shall be governed by and construed in
6 accordance with the laws of the State of California.

7 26. Integration and Amendments. This Lease represents and constitutes
8 the entire understanding between the parties and supersedes all other agreements and
9 communications between the parties, oral or written, concerning the subject matter herein.
10 This Lease shall not be modified except in writing signed by the parties and referring to this
11 Lease.

12 27. Joint Effort. This Lease is created as a joint effort between the parties
13 and fully negotiated as to its terms and conditions and nothing contained herein shall be
14 construed against either party as the drafter.

15 28. No Recordation. This Lease shall not be recorded.

16 29. Attorney's Fees. In any action or proceeding relating to this Lease,
17 the prevailing party shall be entitled to its costs, including a reasonable attorney's fee.

18 30. Captions and Organization. The various headings and numbers
19 herein and the grouping of the provisions of this Lease into separate sections, paragraphs
20 and clauses are for convenience only and shall not be considered a part hereof, and shall
21 have no effect on the construction or interpretation of this Lease.

22 31. Relationship of Parties. The relationship of the parties hereto is that
23 of Landlord and Tenant, and the parties agree that nothing contained in this Lease shall be
24 deemed or construed as creating a partnership, joint venture, association, principal-agent
25 or employer-employee relationship between them or between Landlord or any third person
26 or entity.

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

EDDIE N JOHN #1, LLC, a limited liability company

December 02, 2016

By [Signature]
Name John Han
Title General Manager

Dec 02, 2016

By [Signature]
Name Yanna KIH
Title Landlord

"Landlord"

CITY OF LONG BEACH, a municipal corporation

[Signature], 2016

By [Signature]
City Manager

"Tenant"

This Lease is hereby approved as to form on 12/21, 2016.

CHARLES PARKIN, City Attorney

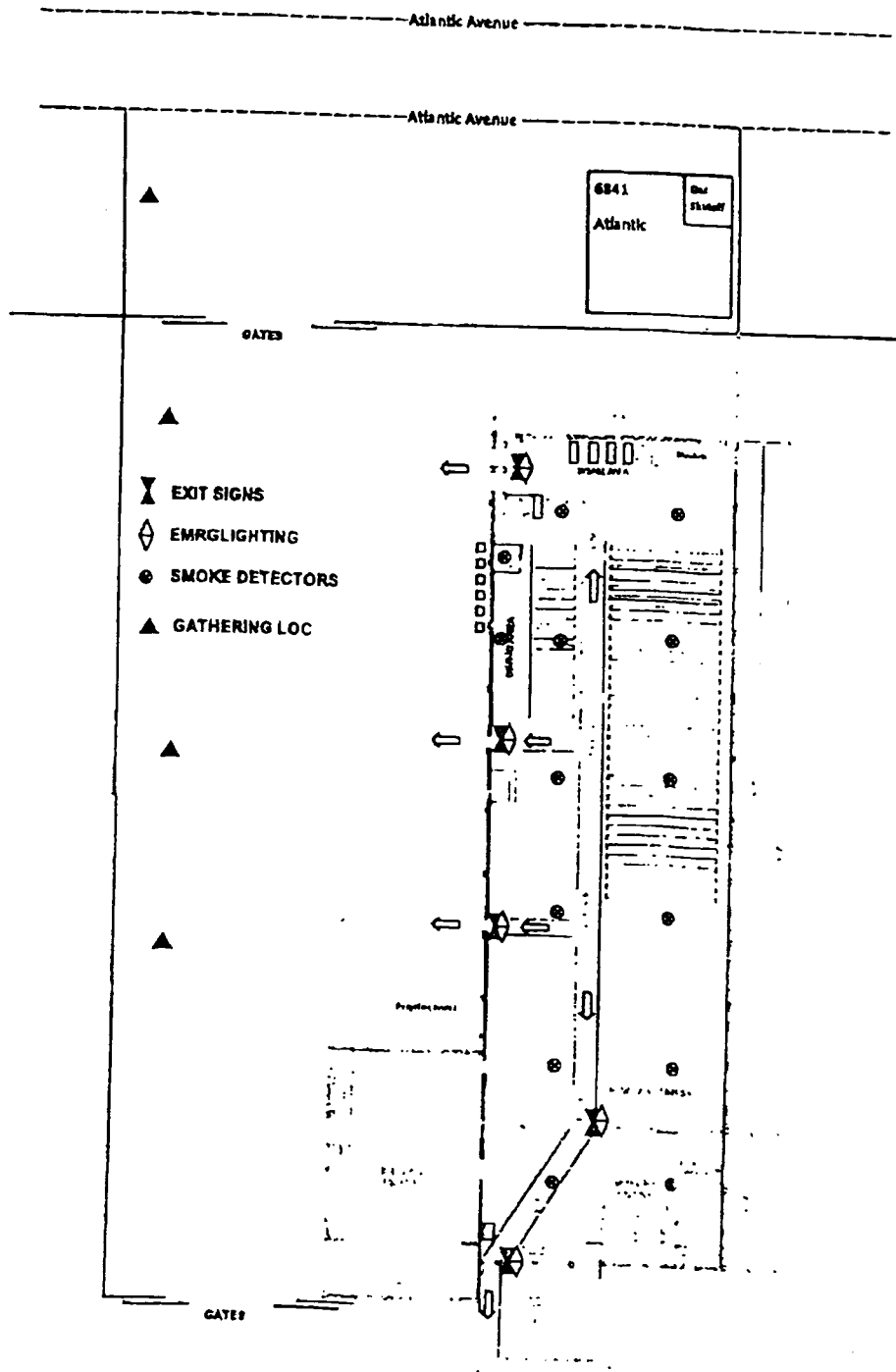
By [Signature]
Deputy

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EXHIBIT "A"
PREMISES

EXHIBIT A



FLOOR PLAN

MLJ FLOOR PLAN 0111A
W DO 4 - 14 6PA 82
B DO 8 - 1211 57
BLNG C 1 2 20 81
10741 404 - 23 81 20