

1 LEASE

2 35645

3 This Lease ("Lease") is made as of October 1, 2020, between GCC
4 LONG BEACH LLC, a Delaware limited liability company ("Lessor"), and the CITY OF
5 LONG BEACH, a municipal corporation ("Lessee"), pursuant to a minute order adopted
6 by the Long Beach City Council on July 14, 2020.

7 1. PREMISES. In consideration of the rents to be paid and the
8 covenants and agreements to be performed and observed by Lessee, Lessor hereby
9 leases to Lessee and Lessee hereby leases from Lessor that certain real property
10 ("Property") and improvements currently or hereafter located thereon ("Improvements",
11 and together with the Property, the "Premises") in the City of Long Beach, County of Los
12 Angeles, State of California, commonly known as 2019 East Wardlow Road, Long Beach,
13 California 90807 and more particularly shown on Exhibit "A" attached hereto and
14 incorporated herein.

15 2. TERM. Unless sooner terminated as provided in this Lease, the
16 term of this Lease shall be three (3) years commencing on October 1, 2020
17 ("Commencement Date"), and ending at midnight on September 30, 2023 ("Term").
18 Lessee shall have the right, at any time during the Term, to terminate this Lease upon at
19 least thirty (30) days advance written notice to Lessor and without obligation to pay any
20 termination fee, provided, however, that the following obligations of Lessee shall not be
21 released and shall survive termination of this Lease: (i) Lessee's obligation to return the
22 Premises in good operating condition and state of repair, ordinary wear and tear
23 excepted; (ii) Lessee's obligations under Section 33 (hazardous substances); (iii)
24 Lessee's release and obligations under Section 11. A-B (release and indemnity), (iv)
25 Lessee's obligation to pay the Rent and any other amounts due from Lessee under this
26 Lease through the date Lessee's right to possession and actual possession of the
27 Premises under this Lease are terminated; (v) Lessee's reimbursement obligations under
28 Section 9.B; (vi) Lessee's obligation to restore and repair any damage to the Premises

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411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 under Section 9.D. Until Lessee's right to possession and actual possession of the
2 Premises are terminated, Lessee shall continue to perform its duties and obligations
3 under this Lease.

4 3. USES. So long as the following use complies with all applicable
5 laws and Section 33, Lessee shall use the Premises for the operation of a fire station and
6 such other ancillary uses customarily associated with fire stations only, including without
7 limitation parking, office and storage, provided however, there shall be no regular fueling
8 or servicing of vehicles and only a small emergency supply of fuel shall be stored at the
9 Premises. Lessee shall not use the Premises for any other use without the prior written
10 consent of Lessor, which may be withheld in its sole and absolute discretion. Lessee
11 represents and warrants to Lessor that it has caused to be issued a City of Long Beach
12 Administrative Use Permit (designated Application No. 2005-23 / administrative use permit
13 AUP20-2007) necessary to permit the forgoing use(s) over the Term and Lessee shall
14 operate in full compliance with the conditions of approval associated with such permit, as
15 issued July 23, 2020 (the "COA") and Lessee shall not cause Lessor to be in violation, breach or default
16 of the COA or Administrative Use Permit.

17 4. RENT. Lessee shall pay to Lessor monthly rent for each month
18 during the Term in the amount of Ten Thousand Three Hundred Dollars (\$10,300)
19 ("Rent"). Rent shall be due on the first of each and every month, commencing on the
20 Commencement Date, and Rent payments shall be delivered to GCC LONG BEACH
21 LLC, 18201 Von Karman Ave., Ste. 1170, Irvine, California 92612. The designated place
22 of payment may be changed at any time by Lessor upon written notice to Lessee. Rent
23 shall be paid without notice, demand, counterclaim, setoff, deduction, or defense and
24 without abatement, diminution or reduction.

25 If Lessor does not receive Rent or any other payment due from Lessee
26 within ten (10) calendar days of the applicable due date, Lessee shall pay to Lessor a
27 late charge equal to five percent (5%) of such past due Rent or other payment. Lessee
28 agrees that this late charge represents a fair and reasonable estimate of the cost Lessor

1 will incur by reason of Lessee's late payment. Accepting any late charge shall not
2 constitute a waiver by Lessor of any event of default with respect to any overdue amount
3 nor prevent Lessor from exercising any other rights or remedies available to Lessor.

4 5. NOTICE. Any notice, demand, request, consent, approval or
5 communication that either party desires or is required to give to the other party or any
6 other person shall be in writing and either served personally or sent by prepaid, first class
7 mail or by overnight courier. Any notice, demand, request, consent, approval or
8 communication that either party desires or is required to give to the other party shall be
9 addressed to the other party at the address set forth below:

10 TO: Lessee

TO: Lessor

11 City of Long Beach
12 411 W. Ocean Blvd., 10TH Flr
13 Long Beach, CA 90802
14 Attn: City Manager

GCC Long Beach LLC
18201 Von Karman Ave., Suite 1170
Irvine, CA 92612
Attn: Asset Manager

15 In order to be effective, any notice sent to Lessor must also be sent by
16 email to the following email address: usnotices@goodman.com. Either party may
17 change its address by notifying the other party of the change of address. Notice shall be
18 deemed communicated within (i) forty-eight (48) hours from the time of mailing, if mailed
19 as provided in this paragraph, or (ii) twenty-four (24) hours from the time of delivery to the
20 overnight courier, if couriered as provided in this paragraph.

21 6. UTILITIES, SERVICES. Lessee has determined that all utilities
22 necessary for Lessee's proposed use are available at the Premises. Lessee shall make
23 all arrangements for activation of, separate billing to Lessee, and pay for, all water,
24 sewer, electric, gas, air conditioning, refuse and other utility services to the Premises,
25 and for all janitorial, interior and exterior cleaning, security and other services incident to
26 Lessee's use of the Premises. It is expressly understood and agreed that Lessor is
27 under no obligation to provide Lessee with any services (including, without limitation, any
28 security, guard, cleaning, or parking services). Lessee agrees to provide all necessary
and appropriate traffic control and security protection for its use of the Premises, at

1 Lessee's sole cost and expense. Lessor has no responsibility for security in respect of
2 the Premises or any other area.

3 7. SIGNS. Subject to Lessor's prior written approval of Lessee's plans
4 and specifications and Lessee's compliance with all applicable laws and obtaining all
5 governmental permits and approvals required, Lessee may place or install on the exterior
6 of the Premises any signs identifying the Premises as a fire station and other
7 informational signage provided the same is removed at Lease expiry or termination, and
8 any damage from installation and removal repaired by Lessee no later than expiry or
9 termination of this Lease.

10 8. DESTRUCTION. If any of the Improvements on the Premises are
11 destroyed from any cause or in the event said Improvements are declared unsafe or unfit
12 for use and occupancy by any public agency having jurisdiction, Lessee shall give Lessor
13 prompt notice thereof and either party may terminate this Lease upon thirty (30) days'
14 written notice to the other, and any prepaid rent shall be refunded to Lessee. If no party
15 elects to terminate this Lease, Lessee shall promptly repair, reconstruct or replace the
16 Premises, or the portion thereof so declared unsafe, destroyed or damaged (whichever is
17 reasonably required), at least to the extent of the value and character thereof existing
18 immediately prior to the occurrence of loss. All work shall be started as soon as
19 practicable and completed, at Lessee's sole cost and expense. Lessee shall, in all cases,
20 however, promptly take such action as is necessary to assure that the Premises (or any
21 portion thereof) does not constitute a nuisance or otherwise present a health or safety
22 hazard, at Lessee's sole cost and expense.

23 9. MAINTENANCE, IMPROVEMENTS AND ALTERATIONS, ACCESS.

24 A. The Premises are being delivered to Lessee in '**AS IS, WHERE IS**'
25 condition on the Commencement Date, and Lessor is not making, and has not made, any
26 representations or warranties as to the habitability of the Premises or the suitability of the
27 Premises generally or for any particular purpose, including, without limitation, the uses
28 described in Section 3. Lessor makes no representation or warranty that the Premises

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1 comply with any applicable laws, building codes, regulations and ordinance in effect on
2 the date of execution of this Lease. Lessee shall, at its sole cost and expense, keep and
3 maintain the interior of the Improvements and interior and exterior systems (including,
4 without limitation, HVAC systems, fences, gates, lighting, plumbing and electrical
5 systems), and the outdoor areas of the Premises in good operating condition and in
6 substantial repair as acceptable to Lessor and that may be required by building
7 ordinances of the City of Long Beach or Los Angeles County and by any and all laws of
8 the State of California or the United States of America, or by the requirements or
9 regulations of any other governmental authority. It shall be Lessee's responsibility to take
10 all steps necessary or appropriate to maintain such a standard of condition and repair.
11 Lessee expressly agrees to maintain the Premises in a safe, clean, wholesome and
12 sanitary condition and to keep the Premises free and clear of rubbish and litter in
13 compliance with all applicable laws and Lessee shall be solely responsible for all work
14 necessary to bring the Premises into compliance with all applicable laws, building codes,
15 conditions of approval (including compliance with and any work and requirements included in the
16 COA), regulations and ordinances in effect on the date of execution of this Lease and
17 during the Term, at Lessee's sole cost and expense. Other than for initial improvement
18 plans submitted to Lessor for its review and approval in connection with the execution of
19 this Lease, Lessee shall make no further alterations to the Premises without the prior
20 written consent and approval of Lessor which may be granted, denied or conditioned in
21 Lessor's sole and absolute discretion. Any Lessor consent provided shall be deemed
22 conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii)
23 furnishing Lessor with copies of both the permits and the plans and specifications prior to
24 commencement of the work, and (iii) compliance with all conditions of said permits in a
25 prompt and expeditious manner. Lessee agrees not to proceed to make any alterations,
26 notwithstanding consent from Lessor to do so, without fifteen (15) days' prior written
27 notice to Lessor, in order that Lessor may post appropriate notices to avoid any liability to
28 contractors or material suppliers for payment for Lessee's alterations. Lessee will at all

1 times permit such notices to be posted and to remain posted until the completion of work.
2 Any Lessee alteration shall be performed in a good workmanlike manner with good and
3 sufficient materials and Lessee agrees to pay promptly when due the entire cost of any
4 work done by it upon the Premises so that the Premises at all times shall be free of liens
5 for labor and materials. Lessee further agrees to hold harmless and indemnify Lessor
6 from and against any and all injury, loss, claims or damage to any person or property
7 occasioned by or arising out of the doing of any such work by Lessee or its employees,
8 agents or contractors. Notwithstanding the foregoing, Lessor shall be responsible for
9 maintaining and replacing the structural elements of the Improvements, including building
10 foundations, exterior walls, and roof.

11 B. Upon Lessee's written request made within 30 days of the date first
12 set forth above, Lessor may agree in its sole and absolute discretion to make and deliver
13 all or some of the improvements set forth in the COA (any such agreement shall be set
14 forth in a writing, which may include email). Lessor shall make certain improvements to
15 the perimeter and parking areas of the Premises as more particularly described on
16 Exhibit "B" ("Exterior Tenant Improvement Work"), including without limitation (i)
17 installation of automated entry and exit gates, automated gates at the entry off of East
18 Wardlow Road, and temporary apparatus bay structures for fire engine truck and
19 paramedic van in the existing parking lot at the Premises, (ii) some striping modifications,
20 (iii) installation of exterior signage and (iv) any COA work Lessor elects to make pursuant
21 to the foregoing sentence. Lessor shall contract for such Exterior Tenant Improvement
22 Work pursuant to a procurement process reasonably approved by Lessee and otherwise
23 in accordance with prevailing wage laws. Upon completion of the Exterior Tenant
24 Improvement Work and acceptance by Lessee, Lessor shall thereafter provide Lessee
25 with documentation reasonably evidencing all Exterior Tenant Improvement Work costs
26 and expenditures incurred, as such documentation is reasonably required by Lessee,
27 included without limitation invoices and cancelled checks or wires or ACH payment
28 remittances. Within thirty (30) days of receipt of such documentation, Lessee shall

1 reimburse Lessor, in immediately available funds, for the entire out-of-pocket and direct
2 costs and expenses of such Exterior Tenant Improvement Work (not including
3 administrative overhead or other internal costs to Lessor but including any general
4 conditions costs and any other construction contract charges and expenses). Late
5 payment of reimbursement amount(s) shall be subject to late charges as set forth in
6 Section 4. Lessee covenants that Lessee, its employees, agents and contractors shall
7 not interfere with or cause any delay in Lessor's commencement or completion of the
8 Exterior Tenant Improvement Work.

9 C. If Lessee fails to maintain the Premises and Improvements as
10 required herein, Lessor may notify Lessee in writing of said failure. Should Lessee fail to
11 correct the situation within a reasonable time thereafter, as established by Lessor, Lessor
12 may, but shall not be required to do so, make the necessary correction and the cost
13 thereof, including, but not limited to, the cost of labor, materials, and equipment and
14 administration, shall be deemed additional rent to be paid by Lessee within ten (10) days
15 of receipt of a statement of said cost from Lessor. Lessor may, at its option, choose
16 other remedies available herein, or by law. If Lessor fails to maintain the structural
17 elements of the Improvements as required herein, Lessee may notify Lessor in writing of
18 said failure. Should Lessor fail to correct the situation within a reasonable time
19 thereafter, as established by Lessee, Lessee may, but shall not be required to do so,
20 make the necessary correction and the cost thereof, including, but not limited to, the cost
21 of labor, materials, and equipment and administration, shall be deemed a credit against
22 rent to be paid by Lessee. Lessee may, at its option, choose other remedies available
23 herein, or by law.

24 D. On expiration of the Term, or on earlier termination of this Lease,
25 Lessee shall surrender the Premises, all building or improvements on the Premises, and
26 all things appurtenant to the Premises (excepting any trade fixtures of Lessee), to Lessor
27 in good repair and in a good, safe and clean condition, reasonable wear and tear
28 excepted. No later than expiry or any earlier termination of this Lease, Lessee, at its sole

1 cost and expense, shall remove the apparatus canopies and associated footings /
2 structures forming part of the Exterior Tenant Improvement Work and any Lessor
3 approved alterations, and repair any damage to the Premises caused by their installation
4 and removal, in accordance with Lessor's reasonable requirements. Notwithstanding the
5 foregoing, Lessee shall have no obligation to remove the braces which secure internal
6 wall partitions to be installed in the building. On or prior to expiration of the Term, Lessee
7 shall repair any damage occasioned by the installation, maintenance or removal any
8 alterations, trade fixtures, installations, furnishings, and equipment and the removal,
9 replacement, or remediation of any soil, material or groundwater contaminated by
10 Lessee. Notwithstanding the foregoing, Lessee shall have no obligation to repair minor
11 damage to the floor of the building caused by the installation and removal of the wall
12 partitions to be installed in the building. This Section 9.D shall survive any expiry or
13 termination of this Lease.

14 E. Lessor and its employees and agents shall at all reasonable times
15 have the right to enter the Premises to inspect the same, to exhibit the Premises to
16 prospective lenders, tenants or purchasers, to post notices of non-responsibility, and/or to
17 alter, improve or repair the Premises or any portion thereof as permitted or required
18 under this Lease or for any other reasonable purpose. In connection therewith, Lessor
19 shall provide 24 hours prior notice to Lessee, except in the event of emergencies or to
20 commence and complete the Exterior Tenant Improvement Work.

21 10. INSURANCE. Concurrent with the execution of this Lease and in
22 partial performance of Lessee's obligations hereunder, Lessee shall procure and
23 maintain, at its cost, during the Term and any extensions or renewals thereof, from an
24 insurer admitted in California or having a minimum rating of or equivalent to A:VIII in
25 Best's Insurance Guide:

26 a. Commercial General Liability insurance including products and fire
27 legal liability with a combined single limit of at least \$3,000,000 for each occurrence or
28 Two Million Dollars (\$3,000,000) general aggregate. Lessor, its officials, employees and

1 agents shall be covered as additional insureds with respect to liability arising from
2 activities performed by or on behalf of Lessee. Said insurance shall be primary insurance
3 with respect to Lessor and shall contain a cross-liability endorsement.

4 b. (i) a Worker's Compensation Insurance policy in compliance with
5 statutory requirements of the state of California, which insurance shall apply to all
6 persons employed by Lessee, and (ii) Employer's Liability insurance in amounts not less
7 than \$1,000,000 per accident, \$1,000,000 per disease, and \$1,000,000 disease-policy
8 limit.

9 c. At its sole cost and expense, Lessee shall obtain and keep in force
10 during the Term a policy of Comprehensive Automobile Liability Insurance including
11 coverage for all owned, leased, hired and non-owned vehicles with a minimum combined
12 single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.
13 Such insurance shall name Lessor, its officials, employees and agents as additional
14 insureds with respect to liability arising from activities performed by or on behalf of
15 Lessee.

16 Upon the execution of this Lease, Lessee shall deliver to Lessor certificates
17 of insurance or self-insurance with endorsements evidencing the coverage required by
18 this Lease. The certificates and endorsements shall be signed by a person authorized by
19 the insurer to bind coverage on its behalf.

20 d. Said insurance shall contain an endorsement requiring thirty (30)
21 days' prior written notice from insurers to Lessor before cancellation or change of
22 coverage.

23 e. Said insurances may be wholly self-insured or provide for such
24 deductibles or self-insured retention. In the event such insurance does provide for
25 deductibles or self-insured retention or is self-insured, Lessee agrees that it will fully
26 protect Lessor, its officials, and employees in the same manner as these interests would
27 have been protected had the policy or policies not contained a deductible or retention
28 provisions. With respect to damage to property, Lessor and Lessee hereby waive all

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

3 f. The procuring of said retention shall not be construed as a limitation
4 on Lessee's liability or as full performance on Lessee's part of the indemnification and
5 hold harmless provisions of this Lease; and Lessee understands and agrees that,
6 notwithstanding any insurance or formal self-insurance, Lessee's obligation to defend,
7 indemnify and hold Lessor, its officials and employees harmless hereunder is for the full
8 and total amount of any damage, injuries, loss, expense, costs or liabilities caused by or
9 in any manner connected with or attributed to the acts or omissions of Lessee, its
10 officers, agents, employees, subtenants, licensees, patrons or visitors, or the operations
11 conducted by Lessee, or Lessee's use, misuse or neglect of the Premises.

12 11. INDEMNITY.

13 A. Lessor, its officials and employees shall not be liable for and Lessee
14 hereby waives all claims against them for loss, theft, or damage to equipment, furniture,
15 trade fixtures, furnishings, records, and other personal property in, or at the Premises, for
16 loss or damage to Lessee's business, or injury to or death of persons in, on or at the
17 Premises from any cause except to the extent caused by the gross negligence or willful
18 misconduct of Lessor or Lessor Parties (other than Lessor's successors and/or assigns).

19 B. Lessee shall defend, indemnify and hold harmless, Lessor, its
20 officials, contractors, employees, partners, directors, members, managers, agents,
21 successors and assigns (for purposes of this Section and Section 33, collectively "Lessor
22 Parties") and agents, from and against any and all liabilities, claims, suits, demands,
23 damages, losses, causes of action, proceedings, penalties, fines, costs, judgments,
24 settlements and expenses (including attorneys' fees, court costs, and expert and witness
25 fees) (collectively "Claims" or individually "Claim"), except to the extent such Claims is
26 caused by the gross negligence or willful misconduct of Lessor or Lessor Parties (other
27 than Lessor's successors and/or assigns). Claims include, by way of example, but are
28 not limited to: Claims for property damage, personal injury or death arising in whole or in

1 part from the fault, negligent act or omission of Lessee, its officers, employees, agents,
2 contractors or anyone under Lessee's control (collectively "Indemnitor"); Lessee's breach
3 of or default under this Lease; Lessee's misrepresentation; Indemnitor's willful acts or
4 misconduct; Lessee's presence at or use or occupancy of the Premises (or any cause
5 whatsoever in the Premises), and Claims by any employee of Indemnitor relating to
6 workers' compensation. Lessee shall notify Lessor of any Claim within ten (10) days.
7 Likewise, Lessor shall notify Lessee of any Claim and shall assist Lessee, as may be
8 reasonably requested, in such defense.

9 C. This Section 11 shall survive any expiry or termination of this Lease.

10 12. DAMAGE TO PREMISES. With the exception of ordinary wear and
11 tear and subject to Section 9 D, Lessee shall be liable for and shall pay the cost of any
12 and all loss, injury or damage to the Premises or any equipment on the Premises, by or
13 on account of any act or omission by Lessee, Lessee's employees, agents, invitees, or
14 licenses.

15 13. TAXES AND ASSESSMENTS. All property taxes and assessments
16 assessed against the Premises shall be the responsibility of Lessor, and Lessor shall
17 cause said taxes and assessments to be paid promptly. All taxes and assessments
18 which become due and payable upon equipment or other personal property located at the
19 Premises shall be the responsibility of Lessee, and Lessee shall cause said taxes and
20 assessments to be paid promptly.

21 14. UNLAWFUL USE. Lessee agrees that no Improvements shall be
22 erected, placed upon, operated, nor maintained upon the Premises, nor any business
23 conducted or carried on therein or therefrom, in violation of the terms of this Lease, or of
24 any regulation, order, law, statute, or ordinance of a governmental agency having
25 jurisdiction.

26 15. LESSEE'S PERSONAL PROPERTY. Upon the termination of this
27 Lease (whether by lapse of time or otherwise), Lessee shall promptly remove all of its
28 inventory, furniture, fixtures, and equipment and restore the Premises to the condition

1 existing at the Commencement Date, except for Improvements made to the Premises
2 with Lessor's consent in which Lessor confirmed in writing such Improvements can
3 remain, and reasonable wear and tear excepted, and restriping of the Premises parking
4 lot shall not be required. If Lessee abandons the Premises, is dispossessed thereof by
5 process of law, or otherwise vacates the Premises, title to any personal property
6 belonging to Lessee and left on the Premises sixty (60) days after such abandonment,
7 dispossession, or vacation shall be deemed to have been transferred to Lessor. Lessor
8 shall have the right to remove and to dispose of such property without liability therefor to
9 Lessee or to any person claiming under Lessee, and shall have no need to account
10 therefor.

11 16. HOLDING OVER. Lessee has no right to retain possession of the
12 Premises or any part thereof beyond the expiration or termination of this Lease. In the
13 event Lessee shall continue in possession of the Premises after the expiration or
14 termination of the Term, such possession shall not be considered a renewal of this Lease
15 but a tenancy from month to month and shall be governed by the conditions and
16 covenants contained in this Lease, provided that the Rent shall be increased to one
17 hundred fifty percent (150%) of the Rent applicable during the month immediately
18 preceding the expiration or termination. Nothing contained herein shall be construed as
19 consent by Lessor to any holding over by Lessee.

20 17. ASSIGNING, SUBLETTING, AND ENCUMBERING. Lessee shall
21 not voluntarily transfer, assign, sublet, or encumber its interests in this Lease without
22 Lessor's prior written approval, which consent shall not be unreasonably withheld. Any
23 transfer, assignment, subletting, or encumbering, whether voluntary or involuntary,
24 without Lessor's consent shall constitute a default and shall be voidable at Lessor's
25 election. No consent to any transfer, assignment, subletting, or encumbering shall
26 constitute a further waiver of the provisions of this paragraph. Any assignee of Lessee
27 shall execute an agreement running to Lessor assuming Lessee's obligations under this
28 Lease. Lessee shall remain fully obligated to Lessor under this Lease notwithstanding

1 any transfer, assignment, subletting, or encumbering of any indulgence granted by
2 Lessor to Lessee or to any transferee, assignee, sublessee, or secured lender unless
3 released in writing by Lessor.

4 18. SUCCESSORS IN INTEREST. Unless otherwise provided in this
5 Lease, the terms, covenants and conditions contained herein shall apply to and bind the
6 heirs, successors, executors, administrators, and assigns of all the parties hereto.

7 19. LESSEE'S DEFAULT. The occurrence of any of the following shall
8 constitute a default by Lessee:

9 A. Failure to pay rent when due, if the failure continues for fifteen (15)
10 days after notice has been given to Lessee.

11 B. Failure to perform any of the provisions of this Lease, if the failure to
12 perform is not cured within thirty (30) days after notice has been given to Lessee. If the
13 default cannot be reasonably cured within thirty (30) days, Lessee shall not be in default
14 of this Lease if Lessee commences to cure the default within the thirty (30) day period
15 and diligently and in good faith continues to cure the default.

16 Notices given under this paragraph shall specify the alleged default and the
17 applicable Lease provisions, and shall demand that Lessee perform the provisions of this
18 Lease or pay the rent that is in arrears, as the case may be, within the applicable period
19 of time or quit the Premises. No such notice shall be deemed a forfeiture or a termination
20 of this Lease unless Lessor so elects in the notice.

21 20. LESSOR'S DEFAULT. Lessor shall be in default of this Lease if it
22 fails or refuses to perform any provision of this Lease that it is obligated to perform if the
23 failure to perform is not cured within thirty (30) days after notice of the default has been
24 given by Lessee to Lessor. If the default cannot be reasonably cured within thirty (30)
25 days, Lessor shall not be in default of this Lease if Lessor commences to cure the default
26 within the thirty (30) day period and diligently and in good faith continues to cure the
27 default. Notices given under this paragraph shall specify the alleged default and the
28 applicable Lease provisions, and shall demand that Lessor perform the provisions of this

1 Lease within the applicable period of time. No such notice shall be deemed a termination
2 of this Lease unless Lessee so elects in the notice in accordance with Lessee's right to
3 terminate under Section 2.

4 21. REMEDIES. If Lessee defaults under this Lease, Lessor, in addition
5 to any other remedy given Lessor by law or in equity, may:

6 A. Continue this Lease in effect by not terminating Lessee's right
7 to possession of the Premises, in which case Lessor shall be entitled to enforce all
8 of Lessor's rights and remedies under this Lease, including the right to recover
9 Rent specified in this Lease as it becomes due under this Lease;

10 B. Terminate this Lease and recover from Lessee:

11 (i) The sum of any unpaid Rent that had been earned at the time
12 of termination of this Lease plus the unpaid Rent for the longer of one (1)
13 additional month or the period of time until Lessee vacates and surrenders to
14 Lessor, or Lessor otherwise recovers, vacant possession of the Premises; and

15 (ii) Any other amount(s) necessary to compensate Lessor for all
16 detriment proximately caused by Lessee's failure to perform the obligations
17 under this Lease, or;

18 C. Terminate this Lease and, in addition to any recoveries Lessor
19 may seek under subsection B of this Section, bring an action to re-enter and
20 regain possession of the Premises in the manner provided by the laws of unlawful
21 detainer then in effect in California.

22 The remedies granted to Lessor in this Section 21 shall not be exclusive but
23 shall be cumulative and in addition to all other remedies now or hereafter allowed by law
24 or authorized in this Lease. The waiver by Lessor of any breach by Lessee of any of the
25 provisions of this Lease shall not constitute a continuing waiver of any subsequent default
26 or breach by Lessee either of the same or a different provision of this Lease.

27 If Lessor defaults under this Lease, Lessee's sole and exclusive remedy
28

1 shall be to terminate this Lease pursuant to Section 2, and in no event shall Lessee be
2 entitled to recover monetary damages for such default.

3 22. TAKING. If, after the effective date, the whole or a portion of the
4 Premises shall be taken by right of eminent domain or otherwise for any public or quasi-
5 public use, then, when possession shall be taken thereunder by the condemner, or
6 Lessee is deprived of its practical use of the Premises, and other improvements,
7 whichever date is earlier, this Lease and all rights of Lessor and Lessee hereunder, shall
8 terminate and any prepaid rent and all other payments required of Lessee in advance
9 shall be apportioned between the parties.

10 23. EMINENT DOMAIN AWARD. If there is a taking by right of eminent
11 domain, the rights and obligations of the parties with reference to the award and the
12 distribution thereof shall be determined in accordance with the provisions of this Section.
13 The entire award shall belong to and be paid to Lessor as its sole property and Lessee
14 hereby assigns to Lessor all of Lessee's right and title to and interest in any such award,
15 provided, however, notwithstanding the foregoing, as long as the award payable to
16 Lessor is not reduced thereby, Lessee shall have the right to make a separate claim in
17 the condemnation proceeding for, and to recover from the condemning authority, such
18 compensation as may be separately awarded or recoverable by Lessee for (a) loss of
19 Lessee's business fixtures and (b) the taking of the unamortized value (using the Term as
20 the amortization period) of any alterations paid for by Lessee which are not removed by
21 Lessee

22 24. ENTIRE AGREEMENT, AMENDMENTS. This Lease contains the
23 entire and only agreement between the parties, and no oral statements or
24 representations or prior written matter not contained in this instrument shall have any
25 force and effect. This Lease sets forth all of the agreements and understandings of the
26 parties and any modification must be in writing duly executed by both parties.

27 25. CAPTIONS. The captions and the table of contents of this Lease
28 shall have no effect on its interpretation.

1 26. PROVISIONS ARE COVENANTS AND CONDITIONS. All
2 provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be
3 both covenants and conditions. It is expressly understood and agreed that Lessee's
4 obligation to pay Rent and other charges due under this Lease is an independent
5 covenant.

6 27. CALIFORNIA LAW. This Lease shall be construed and interpreted
7 in accordance with the laws of the State of California.

8 28. ATTORNEYS' FEES. In any action or proceeding relating to this
9 Lease, the prevailing party shall be entitled to its costs, including reasonable attorneys'
10 fees.

11 29. WAIVER. No delay or omission in the exercise of any right or
12 remedy of Lessor on any default by Lessee shall impair such a right or remedy or be
13 construed as a waiver. The receipt and acceptance by Lessor of delinquent rent shall not
14 constitute a waiver of any other defaults; it shall constitute only a waiver of timely
15 payment for the rent payment involved. No act or conduct of Lessor, including, without
16 limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of
17 the surrender of the Premises by Lessee before the expiration of the term. Only a notice
18 from Lessor to Lessee shall constitute an acceptance of the surrender of the Premises
19 and accomplish a termination of this Lease. Lessor's consent or approval shall not be
20 deemed to waive or render unnecessary Lessor's consent to or approval of any
21 subsequent act by Lessee. Any waiver by Lessor of any default must be in writing and
22 shall not be a waiver of any other default concerning the same or any other provision of
23 this Lease.

24 30. NONDISCRIMINATION. In the performance of this Lease, Lessor
25 and Lessee agree not to discriminate against any employee or applicant for employment
26 or service on the basis of race, color, religion, ancestry, gender, sexual orientation, AIDS,
27 AIDS related condition, national origin, age, marital status, disability, handicap or veteran
28 status. Lessee shall at all times comply with the Americans with Disabilities Act ("ADA").

1 Lessee shall have sole responsibility for providing access to the Improvements as
2 required by the ADA and for providing access and accommodations within the
3 Improvements as required by the ADA.

4 31. MISCELLANEOUS. Lessee is leasing the Premises subject to any
5 covenants, conditions and restrictions affecting the Premises (including, without
6 limitation, any easement agreements, reciprocal easement agreements, deed restrictions
7 or other instruments now or hereafter granted). Lessee accepts this Lease subject and
8 subordinate to any mortgage, deed of trust or other lien presently existing or hereafter
9 arising upon the Premises, or upon the building and to any renewals, refinancing and
10 extensions thereof, but Lessee agrees that any such mortgagee shall have the right at
11 any time to subordinate such mortgage, deed of trust or other lien to this Lease on such
12 terms and subject to such conditions as such mortgagee may deem appropriate in its
13 discretion. This Lease shall not be construed as if prepared by one of the parties, but
14 rather according to its fair meaning as a whole, as if both parties had prepared it.
15 Lessee hereby represents and warrants to Lessor that Lessee has not engaged,
16 employed or utilized the services of any business or real estate brokers, salesmen,
17 agents or finders in the initiation, negotiation or consummation of the business and real
18 estate transaction reflected in this Lease. This Lease shall be binding and conclusive
19 upon and shall inure to the benefit of and be enforceable by the respective parties hereto
20 and their heirs, executors, administrators, successors and assigns but nothing in this
21 Section shall be construed as a consent by Lessor to any assignment of this Lease or
22 any interest in this Lease by Lessee. Nothing express or implied in this Lease is intended
23 to confer, nor shall anything herein confer, upon any person other than the parties hereto
24 and the respective successors or assigns of the parties hereto, any rights, remedies,
25 obligations or liabilities whatsoever. Each party shall have no liability whatsoever to the
26 other party on account of any of the following ("Force Majeure"): (a) the inability of such
27 party to fulfill, or any delay in fulfilling, any of its obligations under this Lease by reason of
28 strike, other labor trouble, governmental preemption or priorities or other controls in

1 connection with a national or other public emergency, or shortages of fuel, supplies or
2 labor resulting therefrom, inclement weather, casualty, earthquake, war, riot, civil
3 commotion, terrorism, pandemic or any other cause, whether similar or dissimilar to the
4 above, beyond such party's reasonable control (financial condition excepted); or (b) any
5 failure or defect in the supply, quantity, character, or maintenance of electricity, water,
6 intrabuilding network telephone and data cable service, or other service furnished to the
7 Premises by reason of any requirement, act or omission of the public utility or others
8 furnishing the Premises with such service, or for any other reason, whether similar or
9 dissimilar to the above, beyond such party's reasonable control. If this Lease specifies a
10 time period for performance of an obligation of such party, that time period shall be
11 extended by the period of any delay in such party's performance caused by any of the
12 events of Force Majeure described above. Notwithstanding the foregoing, nothing in this
13 Section 31 shall relieve Lessee from the obligation to pay any Rent or extend the time for
14 payment of any Rent. Lessee shall not record this Lease or a short form memorandum
15 hereof without the consent of Lessor (in its sole and absolute discretion), which consent
16 may be conditioned upon Lessee's delivery to Lessor of a fully executed quitclaim
17 releasing Lessee's interest in the Premises. Lessor covenants and agrees with Lessee
18 that, upon Lessee paying the Rent required under this Lease and performing all of the
19 covenants and provisions on Lessee's part to be observed and performed under this
20 Lease, Lessee shall during the Term, peaceably and quietly have, hold and enjoy the
21 Premises in accordance with this Lease without interference by any persons lawfully
22 claiming by or through Lessor. The foregoing covenant is in lieu of any other covenant
23 express or implied.

24 32. DEVELOPMENT MATTERS. Lessor reserves the right to grant
25 easements, rights, and dedications that Lessor deems necessary or desirable and to
26 record parcel maps, lot line adjustments, severances and restrictions affecting the
27 Premises. Lessee agrees to execute, acknowledge, and deliver any such documents
28 immediately upon the request of Lessor, which may include subordinations of this Lease.

1 Lessee shall fully and immediately cooperate with Lessor to enable Lessor to efficiently
2 apply for, process and obtain such development approvals as Lessor may select for the
3 Premises (and any part thereof); provided, however, Lessee shall not be required to do
4 so at any cost to Lessee and shall not be required to do so to the extent such approvals
5 adversely impact Lessee's ability to use the Premises during the Term. Lessor shall pay
6 all costs related to such cooperation and Lessee shall at all times provide such
7 cooperation within a time and in a manner, which will avoid delays and minimize losses
8 and maximize profits to Lessor. Lessee consents to, and shall, within five (5) business
9 days after Lessor's request and at Lessor's reasonable expense, execute, acknowledge
10 (as appropriate), deliver and record (as appropriate) such documents which are
11 necessary or appropriate to subordinate this lease to: (i) any easements which Lessor
12 determines are necessary or appropriate for the development of the Premises, including
13 for above or below ground utilities lines (including, storm drains, water, sewer, gas, cable
14 TV, electricity and/or other utilities), and (ii) any covenants, conditions and restrictions
15 and/or lot line adjustments which Lessor determines are necessary or appropriate for the
16 development of the Premises.

17 33. HAZARDOUS SUBSTANCES.

18 A. For purposes of this Section 33, the following terms have the
19 following meanings:

20 (i) "Claims" means Liens (including lien removal and
21 bonding costs), liabilities, obligations, damages (including actual,
22 consequential and punitive), losses, demands, penalties, assessments,
23 payments, fines, claims, actions, suits, judgments, settlements, costs,
24 expenses and disbursements (including reasonable, actually-incurred legal
25 fees, costs and expenses) of any kind and nature whatsoever;

26 (ii) "Environmental Laws" means all federal, state or local
27 laws, ordinances, rules, orders, statutes, decrees, judgments, injunctions,
28 codes, regulations and common law (a) relating to the environment, human

1 health or natural resources; (b) regulating, controlling or imposing liability or
2 standards of conduct concerning Hazardous Materials; (c) relating to the
3 remediation of the Premises, including investigation, response, clean-up,
4 remediation, prevention, mitigation or removal of Hazardous Materials; or
5 (d) requiring notification or disclosure of releases of Hazardous Materials or
6 any other environmental conditions on the mortgaged property, as any of
7 the foregoing may have been or may be amended, supplemented or
8 supplanted from time to time, including the Resource Conservation and
9 Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq., as amended by
10 the Hazardous and Solid Waste Amendments of 1984, the Comprehensive
11 Environmental Response, Compensation and Liability Act, as amended by
12 the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.
13 §§ 9601 et seq. ("CERCLA"), the Hazardous Materials Transportation Act of
14 1975, 49 U.S.C. §§ 5101 et seq., the Toxic Substances Control Act, 15
15 U.S.C. §§ 2601-2697, the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the
16 Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et
17 seq., as any of the foregoing may have been or may be amended,
18 supplemented or supplanted from time to time;

19 (iii) "Environmental Permits" means, collectively, any and
20 all permits, consents, licenses, approvals and registrations of any nature at
21 any time required pursuant to, or in order to comply with, any Environmental
22 Laws;

23 (iv) "Governmental Authority " means any federal, state,
24 county, municipal or other governmental or regulatory authority, agency,
25 board, body, commission, instrumentality, court or quasi-governmental
26 authority (or private entity in lieu thereof), including the City of Long Beach
27 and the County of Los Angeles;

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(v) "Hazardous Materials" means any substance (whether solid, liquid or gas), pollutant, contaminant, waste or material (including those that are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous or considered pollutants, including petroleum, its derivatives, by-products and other hydrocarbons and asbestos), in each case that is or becomes regulated by any Governmental Authority or that may form the basis of liability under any Environmental Law including, without limitation, per- and poly-fluoroalkyl substances, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), and freon and other chlorofluorocarbons; and

(vi) "Liens" means any lien, mortgage, pledge, charge, security interest or encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, including any thereof arising under any conditional sale agreement, capital lease or other title retention agreement.

B. Lessee will (i) obtain and maintain in full force and effect all Environmental Permits that may be required from time to time under any Environmental Laws applicable to Lessee or the Premises and (ii) be and remain in compliance with all terms and conditions of all such Environmental Permits and with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in all Environmental Laws applicable to Lessee or the Premises. Except for (i) ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household cleaning materials used and stored in de minimis quantities in compliance with all Environmental Laws (some or all of which may constitute Hazardous Materials as defined in this Lease) and (ii) those certain materials in the quantities and uses listed on Exhibit C attached hereto and incorporated herein, Lessee

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CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used,
2 handled, generated, released or disposed of on, in, under or about the Premises or any
3 other portions of the Lessor's property by Lessee or any Lessee Parties, without the prior
4 written consent of Lessor, which consent Lessor may withhold in its sole and absolute
5 discretion. Any spills or leaks of the materials set forth on Exhibit C shall be cleaned up
6 by Lessee immediately upon discovery, and further remediated by Lessee in accordance
7 with the requirements of this Section 33. Lessee shall maintain Exhibit C materials in
8 appropriate containers and shall maintain appropriate spill kits in reasonable proximity to
9 Exhibit C material storage and use areas, and shall keep good records showing the use
10 of such materials. Upon the expiration or earlier termination of this Lease, Lessee agrees
11 to promptly remove and abate from the Premises and Lessor's property, at its sole cost
12 and expense, any and all Hazardous Materials, including any equipment or systems
13 containing Hazardous Materials which are installed, brought upon, stored, used,
14 generated or released upon, in, under or about the Premises, Lessor's property or any
15 portion thereof not in existence on the Commencement Date. To the fullest extent
16 permitted by law, Lessee agrees to promptly indemnify, protect, defend and hold
17 harmless Lessor and all Lessor Parties from and against any and all Claims (including
18 clean-up, removal, remediation and restoration costs, costs incurred for any required on-
19 going or post remediation monitoring or testing, sums paid in settlement of claims,
20 attorneys' fees, consultant fees and expert fees and court costs), which arise or result
21 from (i) the presence of Hazardous Materials on, in, under or about the Premises, the
22 Property or any portion thereof that come into existence after the Commencement Date
23 or any earlier access by Lessee other than by migration from other property, and (ii) the
24 exacerbation of any adverse environmental condition in, under or about the Premises, the
25 Property or any portion thereof caused by Lessee or any Lessee Parties through acts or
26 omissions other than Lessee's mere use of the Premises for the Permitted Use.
27 Notwithstanding the foregoing, Lessee's indemnity shall not apply to the presence or
28 discharge of any Hazardous Materials on, in, under or about the Premises, the Property

1 or any portion thereof which occurred prior to the Commencement Date or which are
2 caused by Lessor or Lessor Parties. Lessee agrees to promptly notify Lessor in writing of
3 any release of Hazardous Materials at the Premises and other portions of the Property
4 which Lessee becomes aware of during the Term. In the event of any release of
5 Hazardous Materials, Lessor shall have the right, but not the obligation, to cause Lessee
6 to immediately take all steps Lessor deems necessary or appropriate to remediate such
7 release and prevent any similar future release to the satisfaction of Lessor and Lessor's
8 lender(s). Lessee will, upon the request of Lessor or any Lessor lender at any time
9 during which Lessor has reason to believe that Lessee is not in compliance with
10 this Section 33 cause to be performed an environmental audit of the Premises and the
11 Property at Lessee's expense by an established environmental consulting firm
12 reasonably acceptable to Lessor and Lessor's lender.

13 C. Prior to the Commencement Date, and thereafter from time to time upon
14 prior written request by Lessor, Lessee shall complete, execute and deliver to Lessor an
15 Environmental Questionnaire and Disclosure Statement in such form as Lessor may
16 reasonably request with respect to Lessee's use of the Premises and the presence or
17 suspected presence of Hazardous Materials. The completed Environmental
18 Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor
19 shall be entitled to rely fully on the information contained in any such Environmental
20 Questionnaire and Disclosure Statement. Upon Lessor's request, Lessee shall provide
21 Lessor with copies of any and all information and reports provided to or requested by the
22 local fire department or any governmental authority with jurisdiction over Lessee's use of
23 Hazardous Materials at the Premises.

24 D. Lessor and all Lessor Parties shall have the right, but not the
25 obligation, at Lessor's cost unless Lessee is in violation of this Section 33, in which event,
26 then at Lessee's cost, to inspect, investigate, sample and/or monitor the Premises and
27 other portions of the Property, including any air, soil, water, groundwater or other
28 sampling, and any other testing, digging, drilling or analyses, at any time to determine

1 whether Lessee is complying with the terms of this Section 33, and in connection
2 therewith, Lessee shall provide Lessor with access to all relevant facilities, records and
3 personnel. If Lessee is not in compliance with any of the provisions of this Section 33 or
4 in the event of a release of any Hazardous Material on, under, from or about the
5 Premises and other portions of the Property, Lessor and Lessor Parties shall have the
6 right, but not the obligation, without limitation on any of Lessor's other rights and
7 remedies under this Lease, to immediately enter upon the Premises and to discharge
8 Lessee's obligations under this Section 33.D and Section 11.B at Lessee's expense,
9 including the taking of emergency or long term remedial action. Lessor and Lessor
10 Parties shall not be liable for any such interference. In addition, Lessor, at Lessee's sole
11 cost and expense, shall have the right, but not the obligation, to join and participate in
12 any legal proceedings or actions initiated in connection with any Claims or causes of
13 action arising out of the storage, generation, use, manufacture, transport or disposal by
14 Lessee or any Lessee Parties of Hazardous Materials on, under, from or about the
15 Premises and other portions of the Property. All sums reasonably disbursed, deposited
16 or incurred by Lessor in connection herewith, including, but not limited to, all costs,
17 expenses and actual attorneys' fees, shall be due and payable by Lessee to Lessor, as
18 an item of additional Rent, on demand by Lessor, together with interest thereon at the
19 rate of 8% per annum from the date of such demand until paid by Lessee.

20 E. If the presence of any Hazardous Materials in, on, under or about the
21 Premises or any other portion of the Property (to the extent Lessee is responsible for the
22 removal and abatement thereof as otherwise provided herein) results in (i) injury to any
23 person, (ii) injury to or contamination of the Premises or any other portion of the Property,
24 or (iii) injury to or contamination of any real or personal property wherever situated,
25 Lessee, at its sole cost and expense, shall promptly take all actions necessary to return
26 the Premises and the Lessor's property to the condition existing prior to the introduction
27 of such Hazardous Materials to the Premises or any other portions of the Lessor's
28 property and to remedy or repair any such injury or contamination. Without limiting any

1 other rights or remedies of Lessor under this Lease, Lessee shall pay the cost of any
2 cleanup work performed on, in, under or about the Premises and the Lessor's property as
3 required by this Lease or any Environmental Laws in connection with the removal,
4 disposal, neutralization or other treatment of such Hazardous Materials. If Lessor has
5 reason to believe that there has been a release of a Hazardous Material on, under, from
6 or about the Premises or any other portion of the Lessor's property, then Lessor may
7 require Lessee, at Lessee's sole cost and expense, to conduct monitoring activities on or
8 about the Premises and Lessor's property satisfactory to Lessor, in its sole and absolute
9 judgment, concerning such release of Hazardous Materials in, under, from or about the
10 Premises and the Lessor's property. Notwithstanding anything in this Lease to the
11 contrary, Lessee shall not, without Lessor's prior written consent, take any remedial
12 action in response to the presence of any Hazardous Materials on, under or about the
13 Premises or any other portion of the Lessor's property, or enter into any settlement
14 agreement, consent decree or other compromise with any governmental agency with
15 respect to any Hazardous Materials Claims. Lessor shall not be obligated to accept or
16 consent to any such remedial action which may result in institutional and/or engineering
17 controls (including but not limited to classification exception areas, deed notices, remedial
18 action permits, maintaining and inspecting caps, filing appropriate reports and
19 certifications, paying fees and costs, and satisfying all necessary financial assurance and
20 remedial funding requirements), as those terms are defined by Environmental Laws,
21 being placed on or established for the Lessor's property. Lessee's failure to timely
22 comply with this Section 33 shall constitute a breach and default under this Lease. The
23 provisions of Section 33 shall survive the expiration or earlier termination of this Lease.
24 Notwithstanding the foregoing, Lessor shall be solely responsible (and Lessee shall not
25 be liable) for any and all costs to remediate or cure any environmental issues on the
26 Premises that relate to the presence or discharge of any Hazardous Materials on, in,
27 under or about the Premises which occurred prior to the Commencement Date or
28 Lessee's earlier access of the Premises, or which are caused by Lessor or Lessor

1 Parties; provided, however, Lessor shall not be required to remediate or cure any such
2 environmental issues unless and until required to do so by an applicable Governmental
3 Authority, and in such case, Lessor's duty to so remediate or cure shall extend only to the
4 minimum requirements of such Governmental Authority.

5 35. CASP Disclosure. Lessor discloses that the Premises has not been
6 inspected by a Certified Access Specialist. Further, pursuant to Section 1938 of the
7 California Civil Code, Lessor notifies Lessee of the following: "*A Certified Access
8 Specialist (CASp) can inspect the premises and determine whether the premises comply
9 with all of the applicable construction-related accessibility standards under state law.
10 Although California state law does not require a CASp inspection of the premises, the
11 commercial property owner or lessor may not prohibit the lessee or Lessee from
12 obtaining a CASp inspection of the premises for the occupancy or potential occupancy of
13 the lessee or Lessee, if requested by the lessee or Lessee. The parties shall mutually
14 agree on the arrangements for the time and manner of any such CASp inspection, the
15 payment of the costs and fees for the CASp inspection and the cost of making any
16 repairs necessary to correct violations of construction-related accessibility standards
17 within the premises.*" Therefore, and notwithstanding anything to the contrary contained
18 in this Lease, Lessor and Lessee agree that (a) Lessee may, at its option and at its sole
19 cost, cause a CASp to inspect the Premises and determine whether the Premises
20 complies with all of the applicable construction-related accessibility standards under
21 California law, (b) the parties shall mutually coordinate and reasonably approve of the
22 timing of any such CASp inspection so that Lessor may, at its option, have a
23 representative present during such inspection, (c) Lessee shall be solely responsible for
24 the cost of any repairs necessary to correct violations of construction-related accessibility
25 standards within the Premises identified by any such CASp inspection, with any and all
26 such alterations and repairs within the Premises to be performed by Lessee under this
27 Lease, and (d) if any alterations and repairs to other portions of the Property at which the
28 Premises are situated are required as a result of Lessee's CASp inspection then Lessee

1 shall reimburse Lessor upon demand, as additional rent payable to Lessor, for the cost to
2 Lessor of performing such alterations and repairs; provided, however, unless such repair
3 or alterations relate solely to other alterations to the Premises which Lessee is obligated
4 to, or elects to, remove upon the expiration or earlier termination of the Term (in which
5 case Lessee shall simultaneously also remove any CASp identified alterations and
6 repairs), Lessee shall have no obligation to remove any repairs or alterations made
7 pursuant to a CASp inspection under this Section 35.

8 36. COUNTERPARTS. This Lease may be executed in any number of
9 counterparts, each of which when so executed and delivered shall be an original, but
10 such counterparts shall be construed together and shall constitute one instrument. This
11 Lease shall be binding when all counterparts hereof, individually or taken together, shall
12 bear the signatures of the parties reflected hereon as signatories. Signatures transmitted
13 and received via facsimile, .PDF, or electronic email will be treated for all purposes under
14 this Lease as original signatures and will be deemed valid, binding and enforceable by
15 and against the all parties. Transmitted copies (reproduced documents that are
16 transmitted via photocopy, facsimile, electronically or any other process that accurately
17 transmits the original) will be considered documents equivalent to the original documents.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

GCC LONG BEACH LLC, a Delaware limited liability company

Dated _____, 2020

By _____

(Type or Print Name)

"Lessor"

CITY OF LONG BEACH, a municipal Corporation

Dated September 8, 2020

By Linda J. Tatum
City Manager

"Lessee"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Lease is hereby approved as to form this 1 day of September 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

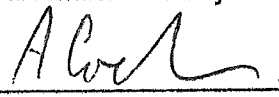
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411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have executed this Lease as of the
date first written above.

GCC LONG BEACH LLC, a
Delaware limited liability company

Dated October 1, 2020, 2020

By 

Alan Cockburn, Vice President

(Type or Print Name)

"Lessor"

CITY OF LONG BEACH, a municipal
Corporation

Dated September 8, 2020

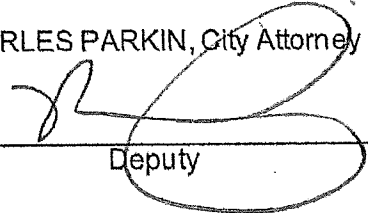
By 
City Manager

"Lessee"

EXECUTED PURSUANT
TO SECTION 201 OF
THE CITY CHARTER.

The foregoing Lease is hereby approved as to form this 1 day of
September 2020.

CHARLES PARKIN, City Attorney

By 
Deputy

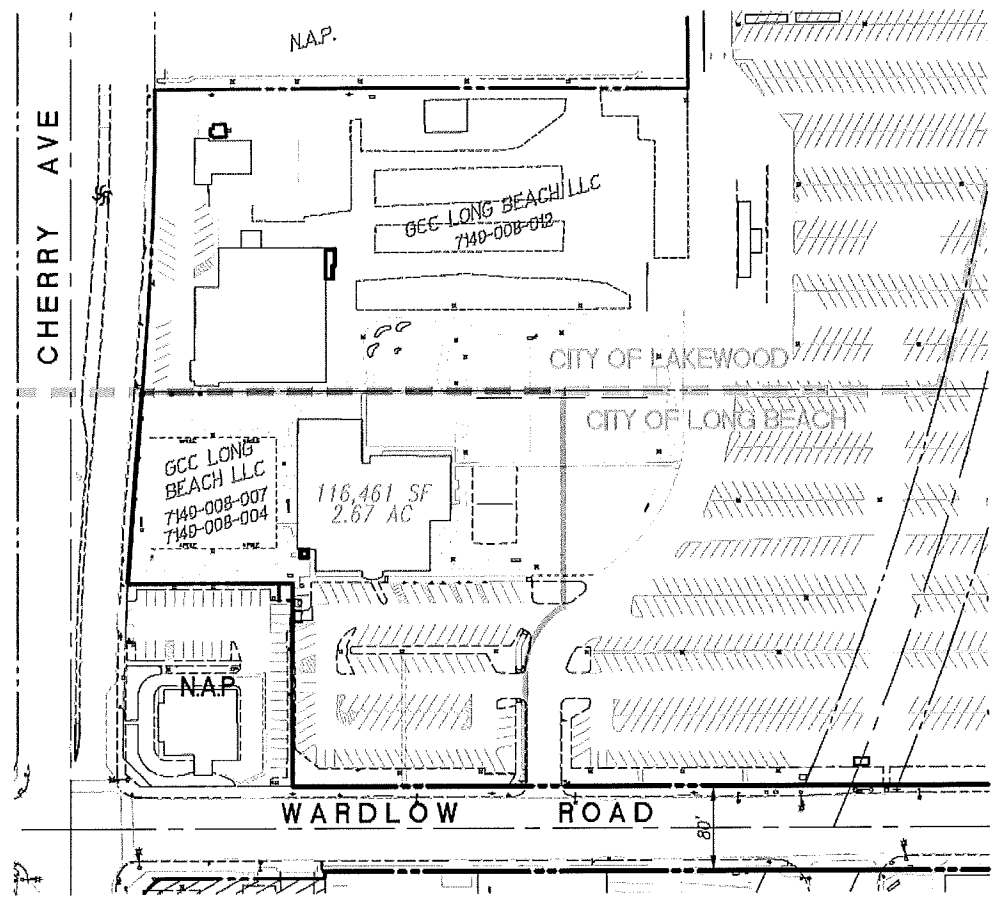
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Exhibit A

Premises

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EXHIBIT B

Exterior Improvements

Item #	Design Phase:	Units of Measurement	Quantity
1	Design & Plan Check for the Apparatus Bay Structures and the two Automated Sliding Gates	LS	1
Construction Phase:			
2	General Requirements	LS	1
3	Demolition of curbs, planters, sidewalk etc., required to facilitate the installation of the gates and fencing. Include for repairs and alterations to planters, curbs and sidewalk after demolition	LS	1
4	Removal of a section of the median curb and concrete infill, located adjacent to the main entrance to the building. The section of the median needs to be removed to provide clear path of travel for the fire truck exiting the apparatus bay. Include for asphalt repair of pavement after removal of concrete.	LS	1
5	Removal of parking concrete stop blocks at the locations of the two apparatus bay structures.	LS	1
6	Construct foundations for the apparatus bay structures (2 No.) Approx. 20 ea 1.5' x 1.5' x 2.5' deep minimum)	LS	1
7	Install 8' high chainlink fence, similar to existing chainlink fence on the site. The new chainlink fence shall have horizontal spacer bars at the bottom and top of the fence.	LF	250
8	Construct two Apparatus Bay canopy structures, for fire truck and paramedic van, on prepared foundations. The dimensions for the fire truck apparatus bay shall be 70' long x 20' wide x 16' high. The dimensions for the paramedic van apparatus bay shall be 30' long x 15' wide x 16' high. (Foundations taken for in separate bid item)	LS	1
9	Install covered walkway awnings from the main entrance to the apparatus bay structures	LS	1
10	Trenching for underground conduit, for power to the sliding gates, install conduit and include for the reinstatement of pavement	LF	350
11	Provide power to two sliding gates from the existing electrical room in the building	LS	1
12	Fabricate and install two sliding gates (minimum clear opening width for each gate will be 20 ft.). Provide track, guide rails, construct foundations, install motors, provide remote gate operation to successfully operate the gates.	LS	1
13	Fabricate and install pedestrian gate, 4 ft width, lockable, to be installed in new fence on the East side of the parking lot. Include for heavy duty panic hardware for gate.	LS	1
14	Black out existing striping and restripe with directional arrows for entry and exit from the parking lot	LS	1

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EXHIBIT C

Authorized Hazardous Materials

- 5-10 gallons unleaded fuel
- 2-5 gallons diesel exhaust fluid (DEF)
- 1 gallon motor oil
- 1-2 gallons degreaser
- 1 gallon transmission fluid
- 3-5 1/2 gallon Stihl premix fuel
- 2-3 gallons paint thinner
- 1-2 gallons lacquer thinner
- 2-3 quarts paint remover
- 1 gallon linseed oil
- 10-15 cans spray paint
- 4-6 cans WD-40
- 20-30 gallons firefighting foam (including no more than six 5-gallon leak proof containers of Class B or other per- or poly-fluoroalkyl substances containing firefighting foam, which shall kept only on the Fire Truck apparatus and not be used, opened, spilled, poured or released at the Premises for any reason)
- 4-6 gallons bleach
- 6-8 quarts toilet cleaner
- 2-3 gallons Simple Green
- 2-3 gallons Fabulosa degreaser
- 3-4 cans oven cleaner
- 2-3 gallons window cleaner