

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

SUBLEASE

25165

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3 THIS SUBLEASE is made and entered as of July 24, 2008, for reference
4 purposes only, pursuant to a minute order of the City Council of the City of Long Beach
5 adopted at its meeting on April 24, 2007 by and between the CITY OF LONG BEACH
6 ("Sublessor"), and COMMUNITY CONNECTION ("Sublessee").

7 WHEREAS, Sublessor leases property from Wardlow Atlantic, LLC, a
8 Delaware limited liability company ("Lessor"); and

9 WHEREAS, Sublessor entered a lease with the Lessor's predecessor-in-
10 interest dated as of May 9, 1997, for premises more particularly described in said lease
11 (City Contract No. 25165) and commonly known as 3447 Atlantic Avenue, Long Beach,
12 California ("Premises"), a copy of said Lease and First, Second, Third, Fourth, Fifth and
13 Sixth Amendments thereto are identified as Exhibit "C" and attached hereto and
14 incorporated herein by this reference (the "Master Lease"); and

15 WHEREAS, pursuant to Section 57 of the Master Lease, Sublessor has the
16 right to sublease all or any portion of the Premises with the consent of the Lessor of the
17 Master Lease and Sublessor has obtained such consent;

18 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
19 conditions contained herein, the parties agree as follows:

20 1. PREMISES. The Sublessor hereby subleases to the Sublessee and the
21 Sublessee hereby hires from the Sublessor those certain premises with appurtenances
22 situated in the City of Long Beach, County of Los Angeles, California, and more
23 particularly described as follows: Approximately two hundred eight (208) square feet of
24 leased office space located at 3447 Atlantic Avenue, as shown on Exhibit "A" attached
25 hereto and incorporated herein by this reference into this Sublease. Sublessor makes no
26 warranties about the nature or condition of the Premises. Sublessee hereby waives any
27 and all claims or causes of action for damages or performance against Sublessor for
28 failure of the Premises to conform with Exhibit "A". Sublessee agrees that its only

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1 remedy against Sublessor for failure of the Premises to conform with Exhibit "A" is to quit
2 the Premises.

3 2. TERM. The term of this Sublease shall commence on August 1, 2008,
4 and terminate on June 30, 2009 and shall continue thereafter on a month-to-month basis.
5 In the event Sublessee will no longer receive funding, Sublessee will provide Sublessor
6 90 days written notice prior to terminating the Sublease.

7 3. RENT. A. Sublessee shall pay to Sublessor as rent, in advance, each
8 month, without deduction, offset, notice, or demand, Three Hundred Ninety-five Dollars
9 and Twenty Cents (\$395.20) ("Rent") prorated for any partial month at the
10 commencement of the term.

11 B. Sublessee shall pay Rent by cash or check payable to the City of Long
12 Beach and delivered to: Department of Community Development, Administrative and
13 Financial Services Bureau, 333 West Ocean Boulevard, 3rd Floor, Attention: Financial
14 Services Officer, Long Beach, California 90802.

15 4. USE. The Premises will be used solely to administer a juvenile justice
16 program. No other use is permitted. In Sublessee's use of the Premises and
17 Sublessee's operations on the Premises, Sublessee will not create, cause or allow any
18 nuisance on the Premises. Sublessee's use of the Premises shall be in conformance with
19 all applicable laws and regulations and the rules and regulations of the Premises, as
20 detailed on Exhibit "B" attached hereto and incorporated herein by this reference into this
21 Sublease.

22 5. UTILITIES. Utilities will be provided in accordance with the Master
23 Lease as part of the operating expenses paid by Sublessor.

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doing business under the name of 100,150,160,190,195,200,220, (herein called "Lessee").
1.2 Premises: Suite Number(s) and 300 on the 1st, 2nd & 3rd floors, consisting of approximately 26,942 feet, more or less, as
defined in paragraph 2 and as shown on Exhibit "A" hereto (the "Premises"). (see Addendum 1, Paragraph 65 and 69)
1.3 Building: Commonly described as being located at 3447 Atlantic Avenue
in the City of Long Beach
County of Los Angeles
State of California, as more particularly described in Exhibit A hereto, and as defined in paragraph 2.
1.4 Use: General Office and other legally permitted uses.
1.5 Term: five (5) years commencing September 1, 1997 ("Commencement Date")
and ending August 31, 2002, as defined in paragraph 3.
1.6 Base Rent: \$36,371.70 per month, payable on the _____ day of each month,
per paragraph 4.1 Following Month thirty (30) of the Lease Term, Base Rent shall be adjusted
to \$39,065.90.

1 failure. Sublessee hereby waives to the extent permitted by law any right to make repairs
2 at the expense of Sublessor or Lessor. Sublessor's duty to maintain the Premises, if any,
3 is described in the Master Lease.

4 7. TELECOMMUNICATIONS AND TECHNOLOGY. Sublessee will utilize
5 existing phone lines and reimburse Sublessor for the monthly cost of the lines and all
6 charges made for long distance calls or any other costs billed to those phone lines,
7 including a proportional share of any taxes or fees imposed on the account. Sublessee
8 shall provide and maintain its own computers/technological equipment including
9 photocopiers, printers, scanners, etc. and Sublessee shall be responsible for any
10 additional costs associated with moving or installing such equipment. No wiring or
11 installation of equipment within the Premises or on the exterior of the facility including
12 rooftop communications equipment shall be conducted without the prior written approval
13 of the Sublessor. If requested by Sublessee, Sublessee will pay Sublessor for other
14 telecommunications services and equipment to be provided by Sublessor as negotiated.

15 8. FURNITURE, FIXTURES AND EQUIPMENT. Sublessee shall be
16 responsible for providing all furniture, fixtures and equipment at its sole cost except as
17 negotiated with Sublessor. Sublessee shall be responsible for all costs associated with
18 moving and installation of all furniture, fixtures and equipment including damages caused
19 to Premises. No furniture, fixtures or equipment may be permanently affixed to the
20 Premises without prior written approval from Sublessor.

21 9. ACCESS CARDS. After hours access for employees may be provided
22 on a temporary basis as coordinated through the Workforce Operations Officer, approval
23 of which shall be granted at his or her sole discretion. The cost of additional cards, or the
24 replacement of any lost card, shall be borne by Sublessee.

25 10. SECURITY. Security is present in the building 7 a.m. to 7 p.m. on
26 workdays Monday through Friday. Any use of the Premises by the Sublessee after hours
27 or on weekends/holidays for programs or assistance to the general public and/or its
28 service community shall require the presence of security at Sublessee's sole cost and

1 expense. Additional security shall only be coordinated through the Workforce Operations
2 officer upon five (5) business days prior written notification.

3 11. IMPROVEMENTS. Sublessee will not make any improvements,
4 alterations or additions to the Premises without the prior written consent of Sublessor and
5 Lessor. Any improvements, alterations or additions and the removal of same will be
6 performed pursuant to Section 7 of the Master Lease incorporated herein by this
7 reference. Any and all costs associated with Sublessee's alterations or additions and the
8 removal of same will be paid by Sublessee.

9 12. LIENS. Sublessee shall keep the Premises free of all liens for any
10 work done, labor performed, or material furnished by or for Sublessee relating to the
11 Premises. Sublessee shall defend, indemnify and hold Lessor and Sublessor, its officials
12 and employees harmless from and against all claims, demands, causes of action, liens,

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1 Sublessor or GLBWDB for any purpose at any time during the term hereof. Sublessee or
2 any of Sublessee's officers, employees or agents shall not have the power or authority as
3 agent or employees of the Sublessor or GLBWDB and shall not be entitled to any of the
4 rights, privileges or benefits of a Sublessor or GLBWDB employee.

5 15. INDEMNITY. Sublessee will indemnify, defend, and hold harmless the
6 Greater Long Beach Workforce Development Board (GLBWDB), the City of Long Beach,
7 the City Council, each member thereof, present and future, their respective officers,
8 agents and employees (collectively "City") from and against any and all liability,
9 expenses, including the defense costs and legal fees, and claims for damages
10 whatsoever, including defense costs and legal fees, and claims for damages whatsoever,
11 including but not limited to, those arising from breach of contract, bodily injury, death,
12 personal injury, property damage, loss of use, or property loss, however the same may
13 be caused, and regardless of the responsibility for negligence. The obligation to
14 indemnify, defend and hold harmless includes, but is not limited to, any liability or
15 expense, including defense costs and legal fees arising from the negligent acts or
16 omissions or willful misconduct of City. It is further agreed, that Sublessee's obligations
17 to indemnify, defense and hold harmless will apply even in the event of concurrent
18 negligence on the city, except for liability resulting solely from the negligence or will
19 misconduct of City. In the event of any dispute between Sublessee and Sublessor as to
20 whether liability arises from the sole negligence of City, Sublessee will be obligated to
21 pay for the city's defense until such time as a final judgment has been entered or
22 adjudicated against the City as solely negligent.

23 16. INSURANCE. Concurrent with the effective date of this Sublease and
24 in partial performance of Sublessee's obligations hereunder, Sublessee will procure and
25 maintain the following insurance coverages at Sublessee's sole expense for the duration
26 of this Sublease and any extensions, renewals, or holding over thereof, from insurance
27 companies admitted to write insurance in the State of California or from authorized non-
28 admitted insurers and that have a minimum rating of or equivalent to A:VIII by A.M. Best

1 Company the following insurance:

2 (a) Commercial General Liability (equivalent in coverage scope to
3 Insurance Services Offices, Inc. (ISO) form CG 00 01 11 85 or CG 00 01
4 11 88) in an amount not less than One Million Dollars (\$1,000,000) per
5 occurrence and Two Million Dollars (\$2,000,000) general aggregate. This
6 insurance shall be endorsed to include the Greater Long Beach Workforce
7 Development Board (GLBWDB), City of Long Beach, and their respective
8 officials, employees, and agents as additional insureds by an
9 endorsement equivalent in coverage scope to ISO form CG 20 26 11 85
10 and shall contain no special limitations on the scope of protection given to
11 Sublessor, its officials, employees and agents.

12 (b) "All Risk" property insurance in an amount sufficient to cover
13 the full replacement value of Sublessee's personal property, equipment,
14 and improvements, if any, on the Premises.

15 (c) Workers' Compensation as required by the State of California
16 and employer's liability insurance in an amount not less than One Million
17 Dollars (\$1,000,000) per accident. The policy shall be endorsed to waive
18 the insurer's rights of subrogation against the Sublessor, its officials,
19 employees, and agents.

20 Sublessee hereby waives all rights of subrogation, but only to the
21 extent that collectible commercial insurance is available for said damage.

22 All insurance required hereunder shall be separately endorsed to
23 require at least thirty (30) days' prior written notice of cancellation (ten (10)
24 days if cancellation is for nonpayment of premium), nonrenewable, or
25 reduction in coverage or limits (other than exhaustion of limits due to
26 claims paid) and to provide that coverage shall be primary and not
27 contributing to any other insurance or self-insurance maintained by the
28 GLBWDB, the City of Long Beach or its officials, employees, and agents.

1 Any self-insurance program, self-insured retention or deductible must be
2 approved separately in writing by Sublessor's Risk Manager or designee
3 and shall protect the GLBWDB, the City of Long Beach and its officials,
4 employees, and agents in the same manner and to the same extent as
5 they would have been protected had the policy or policies not contained
6 such retention or deductible provisions.

7 Sublessee shall require its contractors and subcontractors to
8 maintain the insurance required hereunder unless otherwise agreed in
9 writing by Sublessor's Risk Manager or designee.

10 Upon the execution of this Sublease, Sublessee shall deliver to
11 Sublessor certificates of insurance and the required endorsements
12 evidencing the coverage required by this Sublease, including the
13 certificates and endorsements of any of Sublessee's contractors and
14 subcontractors, for approval as to sufficiency and form. The certificates
15 and endorsements for each insurance policy shall contain the original
16 signatures of persons authorized by that insurer to bind coverage on its
17 behalf. Sublessee shall provide Sublessor with copies of certificates of
18 insurance and endorsements for renewal policies within thirty (30) days of
19 policy expiration. Sublessor reserves the right to require complete
20 certified copies of all said policies at any time.

21 Such insurances as required herein shall not be deemed to limit
22 Sublessee's liability relating to performance under this Sublease. The
23 procuring of insurance shall not be construed as a limitation on liability or
24 as full performance of the indemnification and hold harmless provisions of
25 this Sublease.

1 the insurance coverages required by Sublessor.

2 Any modification or waiver of the insurance requirements herein
3 shall be made only with the written approval of Sublessor's Risk Manager
4 or designee.

5 17. SIGNS. Sublessee shall not place, affix, maintain, or permit any sign,
6 advertisement, name, insignia, logo, descriptive material, flyers, or similar item
7 (collectively "sign") on the Premises without the prior written consent of Sublessor.

8 18. HAZARDOUS MATERIAL CLEAN-UP AND ABANDONMENT.
9 Sublessee shall comply with California Health and Safety Code Section 25359.7 or its
10 successor statute regarding notice to Sublessor on discovery by Sublessee of the
11 presence or suspected presence of any hazardous substance on the Premises.
12 Sublessee warrants that it will store and dispose of hazardous materials in accordance
13 with all applicable laws and regulations pertaining to its business and its use of the
14 Premises.

15 19. RELOCATION. Sublessee agrees that nothing contained in this
16 Sublease shall create any right in Sublessee for any relocation assistance or payment
17 from Sublessor pursuant to the provisions of Title 1, Division 7, Chapter 16 of the
18 California Government Code or any other law or regulation on the expiration or
19 termination of this Sublease.

20 20. WAIVER OF CLAIMS. Sublessor shall not be liable for and Sublessee
21 hereby waives to the extent permitted by law all claims against Sublessor, its officials,
22 employees and agents for loss, theft, or damage to equipment, furniture, trade fixtures,
23 records, plants, and other property on or about the Premises, for loss or damage to
24 Sublessee's business, or injury to or death of persons on or about the Premises from any
25 cause except to the extent caused by the negligence or willful misconduct of Sublessor,
26 its official and employees.

27 Sublessee acknowledges that it is familiar with California Civil Code Section
28 1542 which states: "A general release does not extend to claims which the creditor does

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1 not know or suspect to exist in his or her favor at the time of executing the release, which
2 if known by him or her must have materially affected his or her settlement with the
3 debtor.”

4 Sublessee hereby releases Lessor from any unknown claims and waives its
5 rights under this Section 1542.

6 21. ABANDONED PERSONAL PROPERTY. If Sublessee abandons the
7 Premises or is dispossessed by process or law or otherwise, then Sublessee shall be
8 deemed to have abandoned any personal property belonging to Sublessee left on the
9 Premises thirty (30) days after the date of abandonment or dispossession, and title to that
10 personal property shall be deemed to have been transferred to Sublessor. Sublessor
11 shall have the right to remove and to dispose of the personal property without liability to
12 Sublessee or to any person claiming under Sublessee, and shall not need to account for
13 its disposal. Sublessee hereby designates Sublessor's City Manager as its attorney in
14 fact to execute and deliver any documents that are required to dispose of that personal
15 property and transfer title to it. Sublessee shall pay the cost of removal, storage, sale or
16 destruction as additional rent. Sublessee hereby agrees to and shall defend, indemnify
17 and hold Sublessor, its officials and employees harmless from all claims, demands,

1 Lessor exercises its right of entry hereunder. Sublessee shall not change or modify any
2 locks or access points without prior written approval of Sublessor.

3 23. SUBLESSOR'S RIGHT TO RE-ENTER. Sublessee shall peaceably
4 deliver possession of the Premises to Sublessor on the effective date of termination of
5 this Sublease. On giving notice of termination to Sublessee, Sublessor shall have the
6 right to re-enter and take possession of the Premises on the effective date of termination
7 without further notice of any kind and without institution of summary or regular legal
8 proceedings. Termination of the Sublease and re-entry of the Premises by Sublessor
9 shall in no way alter or diminish any obligation of Sublessee under the Sublease.
10 Sublessee waives any and all right of redemption under any existing or future law in the
11 event of eviction from the Premises and in the event Sublessor re-enters and takes
12 possession. Sublessee agrees that should the manner or method used by Sublessor in
13 re-entering or taking possession give Sublessee a cause of action for damages or in
14 forcible entry and detainer, the total amount of damages to which Sublessee shall be
15 entitled in any such action shall be One Dollar (\$1.00). Sublessee agrees that this
16 Section may be filed in any such action and that when filed it shall be a stipulation by
17 Sublessee fixing the total damages to which Sublessee is entitled in such action.

18 24. NO WAIVER OF RIGHTS. The failure or delay of Sublessor to re-enter
19 the Premises, to insist on strict enforcement of any term, covenant, or condition, or to
20 exercise any right, power, privilege, or option arising from any breach or default shall not
21 impair any such right, power, privilege, or option or be construed or deemed a waiver of
22 such breach or default or relinquishment of any right, power, privilege or option. The
23 receipt and acceptance by Sublessor of delinquent Rent shall not constitute a waiver of
24 any other default but shall only constitute a waiver of timely payment for the particular
25 Rent payment involved. Any waiver by Sublessor of any default or breach shall be in
26 writing and shall not be construed to be a waiver of any subsequent or other breach or
27 default of the same or any other term, covenant, or condition of this Sublease, nor shall
28 failure on the part of Sublessor to require exact and complete compliance hereof be

1 construed or deemed as in any manner changing this Sublease or preventing Sublessor
2 from enforcing this Sublease, nor shall the conduct of the parties be deemed to change
3 this Sublease. Sublessor's approval of any act by Sublessee requiring Sublessor's
4 approval shall not be deemed to waive Sublessor's approval of any subsequent act of

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ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 inure to the benefit of the parties and their successors, heirs, personal representatives,
2 transferees, and assignees except as provided in Section 17 hereof, and all of the parties
3 hereto shall be jointly and severally liable hereunder.

4 30. ATTORNEYS' FEES. In any action or proceeding relating to this
5 Sublease, the prevailing party shall be entitled to its costs, including reasonable
6 attorneys' fee.

7 31. RECORDATION. This Sublease shall not be recorded.

8 32. NOTICE. Any notice required hereunder shall be in writing and
9 personally delivered or deposited in the U. S. Postal Service, registered or certified,
10 return receipt, postage prepaid to Sublessor at 333 West Ocean Boulevard, Long Beach,
11 California 90802 Attn: City Manager, with a courtesy copy to: Workforce Development
12 Bureau Manager, 3447 Atlantic Avenue, Long Beach, California 90807 and to Sublessee
13 at: Community Connection, 4080 Centre Street, Suite 202, San Diego, California 92103.
14 Notice shall be deemed effective on the date shown on the return receipt or on the date
15 personal delivery is made, whichever first occurs. Change of address shall be given as
16 provided herein for notices.

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

25 34. RESTORATION. If the whole of the Premises shall be damaged or

1 Rent shall be reduced in proportion to the amount of the Premises damaged or
2 destroyed.

3 35. GOVERNING LAW. The Sublease shall be governed by and
4 construed in accordance with the laws of the State of California.

5 36. COMPLIANCE WITH LAWS. Sublessee, at its sole cost, shall comply
6 with all applicable laws, ordinances, rules and regulations, as well as the requirements of
7 such permits, licenses, and certificates required by all federal, state and local
8 governmental authorities having jurisdiction over the Premises and business thereon.

9 37. CONDEMNATION. If the whole of the Premises shall be taken by any
10 public or quasi-public authority under the power of eminent domain, then this Sublease
11 shall terminate. If any part of the Premises shall be taken under the power of eminent
12 domain, then this Sublease shall terminate as to the part taken, as of the day possession
13 of that part is required for any public purpose, and on or before that day Sublessee shall
14 elect in writing either to terminate this Sublease or to continue in possession of the
15 remainder of the Premises provided, however, that Rent shall be reduced in proportion to
16 the amount of the Premises taken. All damages awarded for such taking shall belong to
17 Sublessor or Lessor, whether such damages be awarded as compensation for diminution
18 in value to the leasehold or to the fee.

19 38. QUIET ENJOYMENT. If Sublessee performs the terms, covenants,
20 and conditions of this Sublease and the Master Lease, then Sublessee shall peaceably
21 and quietly hold and enjoy the Premises.

22 39. FURTHER COVENANTS. Sublessee further covenants and agrees to
23 and shall comply with and be bound by all of the terms, covenants, and conditions of the
24 Master Lease as they apply to the Premises described in Section 1 above and further
25 covenants and agrees that it shall not violate any of these terms, covenants, or conditions
26 of this Sublease and the Master Lease as they apply to the Premises described in
27 Section 1 above. Sublessee further expressly assumes and agrees to and shall perform
28 all of the obligations required to be kept or performed by Sublessor under the Master

CITY ATTORNEY
DN, City Attorney
Levard, 11th Floor
90802-4664

1 Lease only as they may apply to the Premises described in Section 1 above.

2 This Sublease shall be subject to the Master Lease and every term,
3 covenant and condition in the Master Lease. To the extent there is any inconsistency
4 between this Sublease and the Master Lease, then the terms, covenants, and conditions
5 in the Master Lease shall control. If the Master Lease shall expire or terminate for any
6 reason whatsoever, then this Sublease shall automatically terminate simultaneously
7 therewith, notwithstanding any notice requirement herein with respect to termination.

8 40. ENCUMBRANCES. Sublessee leases and accepts the Premises
9 subject to all existing easements, rights of way, permits, encumbrances, and the like.

10 41. AMERICANS WITH DISABILITIES ACT. In the event that a
11 governmental agency requires compliance with any standards under the Americans with
12 Disabilities Act of 1990 to modify the building, common areas, and Premises and any
13 fixtures therein, Lessor shall at its sole cost and expense be responsible to comply,
14 unless such governmental requirement is due specifically to Sublessee's use, beyond

1 parties agree that nothing contained in this Sublease shall be deemed or construed as
2 creating a partnership, joint venture, principal-agent, association, or employer-employee
3 relationship between them or between Sublessor and any third person or entity.

4 E. This Sublease is created for the benefit of the parties only and is not
5 intended to benefit any third person or entity.

6 43. BROKERS. The parties represent that neither has had contacts or
7 dealings regarding this Sublease through a broker or agent or any other person who can
8 claim a right to a commission or fee.

9 44. TAX IDENTIFICATION NUMBER. Sublessee's Tax Identification
10 Number is [REDACTED]

11 45. AUTHORIZATION TO EXECUTE. Sublessee warrants and affirms to
12 Sublessor that any and all persons signing this Sublease are authorized and empowered
13 to so sign and signing by such person or persons does bind Sublessee to all terms,
14 covenants and conditions of this Sublease.

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

COMMUNITY CONNECTION

Oct. 6, 2008, 2008

By *Quita Parades*
Title Exec. Director

_____, 2008

By _____
Title _____

"Sublessee"

CITY OF LONG BEACH, a municipal corporation

NV 7, 2008

By *[Signature]* Assistant City Manager
City Manager

"Sublessor"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Sublease is approved as to form on October 16, 2008.

ROBERT E. SHANNON, City Attorney

By *Ray J. Anderson*
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

LEASED OFFICE SPACE AREA VICINITY MAP FOR
COMMUNITY CONNECTION
LOCATED AT THE YOUTH OPPORTUNITY CENTER
3447 ATLANTIC AVENUE
LONG BEACH, CA 90802

EXHIBIT "A"

STUDY
CENTER
201

INFORMATION
DESK
201

RESOURCE
CENTER
202

PRIVATE
OFFICE
203

PRIVATE
OFFICE
204

PRIVATE
OFFICE
205

“EXHIBIT B”

**City of Long Beach – Career Transition Center
3447 Atlantic Avenue, Long Beach, California**

SUBTENANT POLICIES

1. Career Transition Center business hours are 8-5 M-F. Subtenant shall follow access and security guidelines stated in the Sublease and this attachment.
2. The sidewalks, entry passages, elevators (if installed in the Building) and common stairways shall not be obstructed by the Subtenant or used for any other purpose than for ingress and egress to and from the Subleased Premises. The Subtenant will not place or allow to be placed in the Building corridors or public stairways any waste paper, dust, garbage, refuse or anything whatever.
2. The washroom plumbing fixtures and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. The expense of any damage resulting by misuse by the Subtenant shall be borne by the Subtenant.
3. The Subtenant shall permit window cleaners to clean the windows of the Subleased Premises during normal business hours.
4. No birds or animals shall be kept in or about the Property nor shall the Subtenant operate or permit to be operated any musical or sound-producing instruments or devise or make or permit any improper noise inside or outside the Subleased Premises, which may be heard, outside such Subleased Premises.
5. No one shall use the Subleased Premises for residential purposes, or for the storage of personal effects or articles other than those required for business purposes.
6. Subtenant employees shall use/wear the ID/Security access badges (badges) assigned by the Sublandlord at all times. Due to the unique access privileges of each badge, Subtenant employees shall not transfer badges to another individual or alter in anyway. Any changes to building access must be submitted to the Sublandlord or its designee at 24 hours in advance. Badges may be revoked or modified at the discretion of the Sublandlord.
7. Subtenant customers and partners visiting or accessing the CTC during normal business hours must check in at the first floor reception desk and wear the ID badge provided to them - at all times. All persons entering and leaving the Building at any time other than during normal business hours shall sign-in with building security, whose log may be kept by the Sublandlord at or near the night entrance and the Sublandlord will have the right to prevent any

person from entering or leaving the Building or the Property. Subtenant and employees thereof must present ID and access-card provided by the Sublandlord at Sublandlord or designated Security guards' request. Any

(f) The discovery by Lessor that any financial statement given to Lessor by Lessee, or its successor in interest or by any guarantor of Lessee's obligation hereunder, was materially false.

13.2 Remedies. In the event of any material default or breach of this Lease by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided; that portion of the leasing commission paid by Lessor pursuant to paragraph 15 applicable to the unexpired term of this Lease.

(b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have vacated or abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

13.3 Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Lessee in writing, specifying wherein Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such 30-day period and thereafter diligently pursues the same to completion.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of Base Rent, Lessee's Share of Operating Expense increase or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessee by the terms of any mortgage or trust deed covering the Office Building Project. Accordingly, if any installment of Base Rent, Operating Expense increase, or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to 6% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

14. Condemnation. If the Premises or any portion thereof or the Office Building Project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the Premises or the Office Building Project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Lessee's business conducted from the Premises, Lessee shall have the option, to be exercised only in writing within thirty (30) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent and Lessee's Share of Operating Expense increase shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. Common Areas taken shall be excluded from the Common Areas usable by Lessee and no reduction of rent shall occur with respect thereto or by reason thereof. Lessor shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written

12. The Subtenant shall give the Sublandlord prompt notice of any accident to or any defect in the plumbing, heating, air-conditioning, ventilating, mechanical or electrical apparatus or any other part of the Building.
13. The Sublandlord shall not be responsible for damage to or theft of any car, its accessories or contents whether the same be the result of negligence or otherwise. Unless otherwise approved by the Sublandlord, parking is not permitted in the Career Transition Center parking lot.
14. The Subtenant shall not mark, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Subleased Premises and the Building without prior approval from the Sublandlord.
15. Except with the prior written consent of the Sublandlord, no Subtenant shall use or engage any person or persons other than the janitor or janitorial contractor of the Sublandlord for the purpose of any cleaning of the Subleased Premises.
16. If the Subtenant desires any electrical or communications wiring, the Sublandlord reserves the right to direct qualified persons as to where and how the wires are to be introduced, and without such directions no borings or cutting for wires shall take place. No other wires or pipes of any kind shall be introduced without the prior consent of the Sublandlord.
17. The Subtenant shall not place or cause to be placed any additional locks ~~on any doors of the Subleased Premises without the reasonable approval of the~~

22. The Subtenant shall take care of the carpeting (if any) in the Subleased Premises and shall arrange for the regular spot cleaning and shampooing of carpets and dry cleaning of drapes in a manner acceptable to the Sublandlord.
23. The Subtenant shall permit the periodic closing of lanes, driveways and passages for the purposes of preserving the Sublandlord's rights over such lanes, driveways and passages.
24. The Subtenant shall not place or permit to be placed any sign, advertisement, notice or other display on any part of the exterior of the Subleased Premises or elsewhere if such sign, advertisement, notice or other display is visible from outside the Subleased Premises without the prior written consent of the Sublandlord, which may be arbitrarily withheld. The Subtenant, upon request of the Sublandlord, shall immediately remove any sign, advertisement, notice or other display which the Subtenant has placed or permitted to be placed which, in the opinion of the Sublandlord, is objectionable, and if the Subtenant shall fail to do so, the Sublandlord may remove the same at the expense of the Subtenant.
25. The Sublandlord shall have the right to make such other and further policies and to alter the same as in its judgment from time to time be needful for the safety, care, cleanliness and appearance of the Subleased Premises and the Building and for the preservation of good order therein, and the same shall be kept and observed by the Subtenants, their employees and servants. The Sublandlord also has the right to suspend or cancel any or all of these rules and regulations herein set out.
26. Move-In-Move-Out Hours: After 5:00 p.m. M-F, anytime Saturday and Sunday. Contact Property Manager **48 hours in advance** to schedule move-in or move-out. In the event Subtenant does not abide by such rule, Subtenant shall be assessed a penalty fee at the sole discretion of the Sublandlord. Insurance certificate of moving company for \$1 million dollars required listing Wardlow Atlantic, LLC and the City of Long Beach as additional insured. Elevator pads required. Masonite required on floors for moving. All damage to property during moving process is the responsibility of the Subtenant. Subtenant must receive elevator keys and instructions prior to move-in date.

STANDARD OFFICE LEASE—GROSS
AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION

25165



1. **Basic Lease Provisions** ("Basic Lease Provisions") May 9 97
1.1 **Parties:** This Lease, dated, for reference purposes only, 19
is made by and between Fujita Investors of California
(herein called "lessor") and City of Long Beach

option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided, however, that, as to Lessee's obligations, Lessee first reimburses Lessor for all costs incurred for Non-Standard Improvements and, as to Lessor's obligations, Lessor shall return any money previously deposited by Lessee (less any offsets due Lessor for Non-Standard Improvements); and provided further, that if such written notice by Lessee is not received by Lessor within said ten (10) day period, Lessee's right to cancel this Lease hereunder shall terminate and be of no further force or effect.

3.2.1 **Possession Tendered—Defined.** Possession of the Premises shall be deemed tendered to Lessee ("Tender of Possession") when (1) the improvements to be provided by Lessor under this Lease are substantially completed, (2) the Building utilities are ready for use in the Premises, (3) Lessee has reasonable access to the Premises, and (4) ten (10) days shall have expired following advance written notice to Lessee of the occurrence of the matters described in (1), (2) and (3), above of this paragraph 3.2.1. (See Addendum 1 Paragraph 50)

3.2.2 **Delays Caused by Lessee.** There shall be no abatement of rent, and the sixty (60) day period following the Commencement Date before which Lessee's right to cancel this Lease accrues under paragraph 3.2, shall be deemed extended to the extent of any delays caused by acts or omissions of Lessee, Lessee's agents, employees and contractors.

3.3 **Early Possession.** If Lessee occupies the Premises prior to said Commencement Date, such occupancy shall be subject to all provisions of this Lease, such occupancy shall not change the termination date, and Lessee shall pay rent for such occupancy.

3.4 **Uncertain Commencement.** In the event commencement of the Lease term is defined as the completion of the Improvements, Lessee and Lessor shall execute an amendment to this Lease establishing the date of Tender of Possession (as defined in paragraph 3.2.1) or the actual taking of possession by Lessee, whichever first occurs, as the Commencement Date.

4. Rent.

Except

4.1 **Base Rent—Subject to adjustment as hereinafter provided in paragraph 4.3, and except** as may be otherwise expressly provided in this Lease, Lessee shall pay to Lessor the Base Rent for the Premises set forth in paragraph 1.6 of the Basic Lease Provisions, without offset or deduction. Lessee shall pay Lessor upon execution hereof the advance Base Rent described in paragraph 1.8 of the Basic Lease Provisions. Rent for any period during the term hereof which is for less than one month shall be prorated based upon the actual number of days of the calendar month involved. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share, as hereinafter defined, of the amount by which all Operating Expenses, as hereinafter defined, for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase," in accordance with the following provisions:

(a) "Lessee's Share" is defined, for purposes of this Lease, as the percentage set forth in paragraph 1.10 of the Basic Lease Provisions, which percentage has been determined by dividing the approximate square footage of the Premises by the total approximate square footage of the rentable space contained in the Office Building Project. It is understood and agreed that the square footage figures set forth in the Basic Lease Provisions are approximations which Lessor and Lessee agree are reasonable and shall not be subject to revision except in connection with an actual change in the size of the Premises or a change in the space available for lease in the Office Building Project.

(b) "Base Year" is defined as the calendar year in which the Lease term commences.

(c) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first twelve (12) months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(d) "Operating Expenses" is defined, for purposes of this Lease, to include all costs, if any, incurred by Lessor in the exercise of its reasonable discretion, for: (See Addendum 1 Paragraph 51, 52 and Exhibit "C")

(i) The operation, repair, maintenance, and replacement, in neat, clean, safe, good order and condition, of the Office Building Project, including but not limited to, the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, telecommunication and other equipment used in common by, or for the benefit of, lessees or occupants of the Office Building Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(ii) Trash disposal, janitorial and security services;

(iii) Any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the liability and property insurance policies to be maintained by Lessor under paragraph 8 hereof;

(v) The amount of the real property taxes to be paid by Lessor under paragraph 10.1 hereof;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services to the Office Building Project;

(vii) Labor, salaries and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Office Building Project and accounting and a management fee attributable to the operation of the Office Building Project;

(viii) Replacing and/or adding improvements mandated by any governmental agency and any repairs or removals necessitated thereby amortized over its useful life according to Federal income tax regulations or guidelines for depreciation thereof (including interest on the unamortized balance as is then reasonable in the judgment of Lessor's accountants);

(ix) Replacements of equipment or improvements that have a useful life for depreciation purposes according to Federal income tax guidelines of five (5) years or less, as amortized over such life.

(e) Operating Expenses shall not include the costs of replacements of equipment or improvements that have a useful life for Federal income tax purposes in excess of five (5) years unless it is of the type described in paragraph 4.2(d)(viii), in which case their cost shall be included as above provided.

(f) Operating Expenses shall not include any expenses paid by any lessee directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculations. In the event that Lessor and Lessee cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in the County in which the Premises are located, in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, notwithstanding one party failing to appear after due notice of the proceeding. The cost of said Arbitrators shall be paid equally by Lessor and Lessee.

~~4.3.4 Lessee shall continue to pay the rent at the rate previously in effect until the increase, if any, is determined. Within five (5) days following the date on which the increase is determined, Lessee shall make such payment to Lessor as will bring the increased rental current, commencing with the effective date of such increase through the date of any rental installments then due. Thereafter the rental shall be paid at the increased rate.~~

~~4.3.5 At such time as the amount of any change in rental required by this Lease is known or determined, Lessor and Lessee shall execute an amendment to this Lease setting forth such change.~~

~~5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the security deposit set forth in paragraph 1.8 of the Basic Lease Provisions as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand therefor deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount then required of Lessee. If the monthly Base Rent shall, from time to time, increase during the term of this Lease, Lessee shall, at the time of such increase, deposit with Lessor additional money as a security deposit so that the total amount of the security deposit held by Lessor shall at all times bear the same proportion to the then current Base Rent as the initial security deposit bears to the initial Base Rent set forth in paragraph 1.6 of the Basic Lease Provisions. Lessor shall not be required to keep said security deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not heretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof and after Lessee has vacated the Premises. No trust relationship is created herein between Lessor and Lessee with respect to said Security Deposit.~~

~~6. Use.~~

~~6.1 Use. The Premises shall be used and occupied only for the purpose set forth in paragraph 1.4 of the Basic Lease Provisions or any other use which is reasonably comparable to that use and for no other purpose.~~

~~6.2 Compliance with Law. Lessor is not currently under notice that~~

~~(a) Lessor warrants to Lessee that the Premises, in the state existing on the date that the Lease term commences, but without regard to alterations or improvements made by Lessee or the use for which Lessee will occupy the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on such Lease term Commencement Date. In the event it is determined that this warranty has been violated, then it shall be the obligation of the Lessor after written notice from Lessee to promptly at Lessor's sole cost and expense~~

any such adverse judgment that may be rendered thereon before the enforcement thereof against the Lessor or the Premises, the Building or the Office Building Project, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to such contested lien claim or demand indemnifying Lessor against liability for the same and holding the Premises, the Building and the Office Building Project free from the effect of such lien or claim. In addition, Lessor may require Lessee to pay Lessor's reasonable attorneys' fees and costs in participating in such action if Lessor shall decide it is to Lessor's best interest so to do.

(e) All alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Lessee), which may be made to the Premises by Lessee, including but not limited to, floor coverings, panelings, doors, drapes, built-ins, moldings, sound attenuation, and lighting ~~and telephone or communication systems~~, conduit, wiring and outlets, shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Lessor requires their removal pursuant to paragraph 7.3(a). Provided Lessee is not in default, notwithstanding the provisions of this paragraph 7.3(e), Lessee's personal property and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises or the Building, and other than Utility Installations, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of paragraph 7.2.

(f) Lessee shall provide Lessor with as-built plans and specifications for any alterations, improvements, additions or Utility Installations.

7.4 **Utility Additions.** Lessor reserves the right to install new or additional utility facilities throughout the Office Building Project for the benefit of Lessor or Lessee, or any other lessee of the Office Building Project, including, but not by way of limitation, such utilities as plumbing, electrical systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Lessee's use of the Premises.

8. Insurance; Indemnity.

8.1 **Liability Insurance—Lessee.** Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of Comprehensive General Liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement (GL0404), or equivalent, in an amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined or in a greater amount as reasonably determined by Lessor and shall insure Lessee with Lessor as an additional insured against liability arising out of the use, occupancy or maintenance of the Premises. Compliance with the above requirement shall not, however, limit the liability of Lessee hereunder. *

8.2 **Liability Insurance—Lessor.** Lessor shall obtain and keep in force during the term of this Lease a policy of Combined Single Limit Bodily Injury and Broad Form Property Damage Insurance, plus coverage against such other risks Lessor deems advisable from time to time, insuring Lessor, but not Lessee, against liability arising out of the ownership, use, occupancy or maintenance of the Office Building Project in an amount not less than \$5,000,000.00 per occurrence.

8.3 **Property Insurance—Lessee.** Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease for the benefit of Lessee, replacement cost fire and extended coverage insurance, with vandalism and malicious mischief, sprinkler leakage and earthquake sprinkler leakage endorsements, in an amount sufficient to cover not less than 100% of the full replacement cost, as the same may exist from time to time, of all of Lessee's personal property, fixtures, equipment and tenant improvements.

8.4 **Property Insurance—Lessor.** Lessor shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Office Building Project improvements, but not Lessee's personal property, fixtures, equipment or tenant improvements, in the amount of the full replacement cost thereof, as the same may exist from time to time, utilizing Insurance Services Office standard form, or equivalent, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, plate glass, and such other perils as Lessor deems advisable or may be required by a lender having a lien on the Office Building Project. In addition, Lessor shall obtain and keep in force, during the term of this Lease, a policy of rental value insurance covering a period of one year, with loss payable to Lessor, which insurance shall also cover all Operating Expenses for said period. Lessee will not be named in any such policies carried by Lessor and shall have no right to any proceeds therefrom. The policies required by these paragraphs 8.2 and 8.4 shall contain such deductibles as Lessor or the aforesaid lender may determine. In the event that the Premises shall suffer an insured loss as defined in paragraph 9.1(f) hereof, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies carried by Lessor. Lessee shall pay the entirety of any increase in the property insurance premium for the Office Building Project over what it was immediately prior to the commencement of the term of this Lease if the increase is specified by Lessor's insurance carrier as being caused by the nature of Lessee's occupancy or any act or omission of Lessee.

8.5 **Insurance Policies.** Lessee shall deliver to Lessor copies of liability insurance policies required under paragraph 8.1 or certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease. No such policy shall be cancellable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals thereof.

8.6 **Waiver of Subrogation.** Lessee and Lessor each hereby release and relieve the other, and waive their entire right of recovery against the other, for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to the negligence of Lessor or Lessee or their agents, employees, contractors and/or invitees. If necessary all property insurance policies required under this Lease shall be endorsed to so provide.

8.7 **Indemnity.** Lessee shall indemnify and hold harmless Lessor and its agents, Lessor's master or ground lessor, partners and lenders, from and against any and all claims for damage to the person or property of anyone or any entity arising from Lessee's use of the Office Building Project, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises or else-

9.2 Premises Damage; Premises Building Partial Damage.

(a) Insured Loss: Subject to the provisions of paragraphs 9.4 and 9.5, if at any time during the term of this Lease there is damage which is an insured Loss and which falls into the classification of either Premises Damage or Premises Building Partial Damage, then Lessor shall, as soon as reasonably possible and to the extent the required materials and labor are readily available through usual commercial channels, at Lessor's expense, repair such damage (but not Lessee's fixtures, equipment or tenant improvements originally paid for by Lessee) to its condition existing at the time of the damage, and this Lease shall continue in full force and effect.

(b) Uninsured Loss: Subject to the provisions of paragraphs 9.4 and 9.5, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Damage or Premises Building Partial Damage, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), which damage prevents Lessee from making any substantial use of the Premises, Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease as of the date of the occurrence of such damage, in which event this Lease shall terminate as of the date of the occurrence of such damage.

9.3 Premises Building Total Destruction; Office Building Project Total Destruction. Subject to the provisions of paragraphs 9.4 and 9.5, if at any time during the term of this Lease there is damage, whether or not it is an Insured Loss, which falls into the classification of either (i) Premises

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security services, over standard office usage for the Office Building Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.** (SEE ADDENDUM 1 PARAGRAPH 57)

12.1 **Lessor's Consent Required.** Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in the Lease or in the Premises, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Lessor shall respond to Lessee's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a material default and breach of this Lease without the need for notice to Lessee under paragraph 13.1. "Transfer" within the meaning of this paragraph 12 shall include the transfer or transfers aggregating (a) if Lessee is a corporation, more than twenty-five percent (25%) of the voting stock of such corporation, or (b) if Lessee is a partnership, more than twenty-five percent (25%) of the profit and loss participation in such partnership.

12.2 **Lessee Affiliate.** Notwithstanding the provisions of paragraph 12.1 hereof, Lessee may assign or sublet the Premises, or any portion thereof, without Lessor's consent, to any corporation which controls, is controlled by or is under common control with Lessee, or to any corporation resulting from the merger or consolidation with Lessee, or to any person or entity which acquires all the assets of Lessee as a going concern of the business that is being conducted on the Premises, all of which are referred to as "Lessee Affiliate"; provided that before such assignment shall be effective, (a) said assignee shall assume, in full, the obligations of Lessee under this Lease and (b) Lessor shall be given written notice of such assignment and assumption. Any such assignment shall not, in any way, affect or limit the liability of Lessee under the terms of this Lease even if after such assignment or subletting the terms of this Lease are materially changed or altered without the consent of Lessee, the consent of whom shall not be necessary.

12.3 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall release Lessee of Lessee's obligations hereunder or alter the primary liability of Lessee to pay the rent and other sums due Lessor hereunder including Lessee's Share of Operating Expense Increase, and to perform all other obligations to be performed by Lessee hereunder.

(b) Lessor may accept rent from any person other than Lessee pending approval or disapproval of such assignment.

(c) Neither a delay in the approval or disapproval of such assignment or subletting, nor the acceptance of rent, shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for the breach of any of the terms or conditions of this paragraph 12 or this Lease.

(d) If Lessee's obligations under this Lease have been guaranteed by third parties, then an assignment or sublease, and Lessor's consent thereto, shall not be effective unless said guarantors give their written consent to such sublease and the terms thereof.

(e) The consent by Lessor to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Lessee or to any subsequent or successive assignment or subletting by the sublessee. However, Lessor may consent to subsequent sublettings and assignments of the sublease or any amendments or modifications thereto without notifying Lessee or anyone else liable on the Lease or sublease and without obtaining their consent and such action shall not relieve such persons from liability under this Lease or said sublease; however, such persons shall not be responsible to the extent any such amendment or modification enlarges or increases the obligations of the Lessee or sublessee under this Lease or such sublease.

~~*** (f) In the event of any default under this Lease, Lessor may proceed directly against Lessee, any guarantors or any one else responsible for the performance of this Lease, including the sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor or Lessee.~~

(g) Lessor's written consent to any assignment or subletting of the Premises by Lessee shall not constitute an acknowledgement that no default then exists under this Lease of the obligations to be performed by Lessee nor shall such consent be deemed a waiver of any then existing default, except as may be otherwise stated by Lessor at the time.

(h) The discovery of the fact that any financial statement relied upon by Lessor in giving its consent to an assignment or subletting was materially false shall, at Lessor's election, render Lessor's said consent null and void.

12.4 **Additional Terms and Conditions Applicable to Subletting.** Regardless of Lessor's consent, the following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all rentals and income arising from any sublease heretofore or hereafter made by Lessee, and Lessor may collect such rent and income and apply same toward Lessee's obligations under this Lease; provided, however, that until a default shall occur in the performance of Lessee's obligations under this Lease, Lessor may neither collect and enjoy the rent ^{payment}

(d) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee other than those referenced in subparagraphs (b) and (c), above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. To the extent permitted by law, such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Lessee under applicable Unlawful Detainer statutes.

(e) (i) The making by Lessee of any general arrangement or general assignment for the benefit of creditors; (ii) Lessee becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the event

operation, maintenance and management of the Building and of the Common Areas;

(k) the Building's portion of accounting and legal services directly

to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults on the part of the requesting party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Office Building Project or of the business of Lessee.

(b) At the requesting party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the party who is to respond, without any further notice to such party, or it shall be conclusive upon such party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Lessor is the requesting party, not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the Office Building Project, or any part thereof, Lessee hereby agrees to deliver to any lender or purchaser designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or purchaser. Such statements shall include the past three (3) years' financial statements of Lessee. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Lessor's Liability. The term "Lessor" as used herein shall mean only the owner or owners, at the time in question, of the fee title or a lessee's interest in a ground lease of the Office Building Project, and except as expressly provided in paragraph 15, in the event of any transfer of such title or interest, Lessor herein named (and in case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Lessor's obligations thereafter to be performed, provided that any funds in the hands of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Lessor shall, subject as aforesaid, be binding on Lessor's successors and assigns, only during their respective periods of ownership.

18. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

19. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at the maximum rate then allowable by law or judgments from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease; provided, however, that interest shall not be payable on late charges incurred by Lessee nor on any amounts upon which late charges are paid by Lessee.

20. Time of Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

21. Additional Rent. All monetary obligations of Lessee to Lessor under the terms of this Lease, including but not limited to Lessee's Share of Operating Expense Increase and any other expenses payable by Lessee hereunder shall be deemed to be rent.

22. Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Lessee hereby acknowledges that neither the real estate broker listed in paragraph 15 hereof nor any cooperating broker on this transaction nor the Lessor or any employee or agents of any of said persons has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of the Premises or the Office Building Project and Lessee acknowledges that Lessee assumes all responsibility regarding the Occupational Safety Health Act, the local

the amount so determined shall be deemed to be the amount of Building Operating Costs for the year. Such adjustment shall be made by Landlord by increasing those costs included in the Building Operating Costs which according to industry practice vary based upon the level of occupancy of the Building.

AUDIT BY TENANT

6. Landlord shall provide to Tenant substantial detail of the calculations of the Building Operating Costs each year in accordance with the applicable provisions of the Lease. Landlord shall show by account the total operating costs for the Building and all adjustments corresponding to the requirements set forth in this BOC Addendum. Landlord shall also provide in reasonable detail the calculation of Tenant's prorata share of the Building Operating Expenses as said calculations are delineated in the Lease. Tenant shall have the right, at its own cost and expense, to audit or inspect Landlord's detailed records each year

32.3 Lessor shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults and safes,* and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forceable or unlawful entry or detainer of the Premises or an eviction. Lessee waives any charges for damages or injuries or interference with Lessee's property or business in connection therewith with Lessor's entry due to emergency.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises or the Common Areas without first having obtained Lessor's prior written consent. Notwithstanding anything to the contrary in this Lease, Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent. The holding of any auction on the Premises or Common Areas in violation of this paragraph shall constitute a material default of this Lease.

34. Signs. Lessee shall not place any sign upon the Premises or the Office Building Project without Lessor's prior written consent. Under no circumstances shall Lessee place a sign on any roof of the Office Building Project. (SEE ADDENDUM 1 PARAGRAPH 58)

35. Merger. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, or a termination by Lessor, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subtenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such subtenancies.

36. Consents. Except for paragraphs 33 (auctions) and 34 (signs) hereof, wherever in this Lease the consent of one party is required to an act of the other party such consent shall not be unreasonably withheld or delayed.

37. Guarantor. In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Lessee under this Lease.

38. Quiet Possession. Upon Lessee paying the rent for the Premises and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease. The individuals executing this Lease on behalf of Lessor represent and warrant to Lessee that they are fully authorized and legally capable of executing this Lease on behalf of Lessor and that such execution is binding upon all parties holding an ownership interest in the Office Building Project.

39. Options. (SEE ADDENDUM 1 PARAGRAPH 54 AND 60)

39.1 Definition. As used in this paragraph the word "Option" has the following meaning: (1) the right or option to extend the term of this Lease or to renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (2) the option of right of first refusal to lease the Premises or the right of first offer to lease the Premises or the right of first refusal to lease other space within the Office Building Project or other property of Lessor or the right of first offer to lease other space within the Office Building Project or other property of Lessor; (3) the right or option to purchase the Premises or the Office Building Project, or the right of first refusal to purchase the Premises or the Office Building Project or the right of first offer to purchase the Premises or the Office Building Project, or the right or option to purchase other property of Lessor, or the right of first refusal to purchase other property of Lessor or the right of first offer to purchase other property of Lessor;

39.2 Options Personal. Each Option granted to Lessee in this Lease is personal to the original Lessee and may be exercised only by the original Lessee while occupying the Premises who does so without the intent of thereafter assigning this Lease or subletting the Premises or any portion thereof, and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than Lessee; provided, however, that an Option may be exercised by or assigned to any Lessee Affiliate as defined in paragraph 12.2 of this Lease. The Options, if any, herein granted to Lessee are not assignable separate and apart from this Lease, nor may any Option be separated from this Lease in any manner, either by reservation or otherwise.

39.3 Multiple Options. In the event that Lessee has any multiple options to extend or renew this Lease a later option cannot be exercised unless the prior option to extend or renew this Lease has been so exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option, notwithstanding any provision in the grant of Option to the contrary, (i) during the time commencing from the date Lessor gives to Lessee a notice of default pursuant to paragraph 13.1(c) or 13.1(d) and continuing until the noncompliance alleged in said notice of default is cured, or (ii) during the period of time commencing on the day after a monetary obligation to Lessor is due from Lessee and unpaid (without any necessity for notice thereof to Lessee) and continuing until the obligation is paid, or (iii) in the event that Lessor has given to Lessee three or more notices of default under paragraph 13.1(c), or paragraph 13.1(d), whether or not the defaults are cured, during the 12 month period of time immediately prior to the time that Lessee attempts to exercise the subject Option, (iv) if Lessee has committed any non-curable breach, including without limitation those described in paragraph 13.1(b), or is otherwise in default of any of the terms, covenants or conditions of this Lease.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of paragraph 39.4(a).

(c) All rights of Lessee under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and during the term of this Lease, (i) Lessee fails to pay to Lessor a monetary obligation of Lessee for a period of thirty (30) days after such obligation becomes due (without any necessity of Lessor to give notice thereof to Lessee), or (ii) Lessee fails to commence to cure a default specified in paragraph 13.1(d) within thirty (30) days after the date that Lessor gives notice to Lessee of such default and/or Lessee fails thereafter to diligently prosecute said cure to completion, or (iii) Lessor gives to Lessee three or more notices of default under paragraph 13.1(c), or paragraph 13.1(d), whether or not the defaults are cured, or (iv) if Lessee has committed any non-curable breach, including without limitation those described in paragraph 13.1(b), or is otherwise in default of any of the terms, covenants and conditions of this Lease.

40. Security Measures—Lessor's Reservations.

40.1 Lessee hereby acknowledges that Lessor shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Office Building Project. Lessee assumes all responsibility for the protection of Lessee, its agents, and invitees and the property of Lessee and of Lessee's agents and invitees from acts of third parties. Nothing herein contained shall prevent Lessor, at Lessor's sole option, from providing security protection for the Office Building Project or any part thereof, in which event the cost thereof shall be included within the definition of Operating Expenses, as set forth in paragraph 4.2(b).

40.2 Lessor shall have the following rights:

(a) To change the name, address or title of the Office Building Project or building in which the Premises are located upon not less than 90 days prior written notice;

(b) To, at Lessee's expense, provide and install Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate;

(c) To permit any lessee the exclusive right to conduct any business as long as such exclusive does not conflict with any rights expressly given herein;

(d) To place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the buildings or

43. Authority. If Lessee is a corporation, trust, or general or limited partnership, Lessee, and each individual executing this Lease on behalf of such entity represent and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity. If Lessee is a corporation, trust or partnership, Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor evidence of such authority satisfactory to Lessor.

44. Conflict. Any conflict between the printed provisions, Exhibits or Addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

45. No Offer. Preparation of this Lease by Lessor or Lessor's agent and submission of same to Lessee shall not be deemed an offer to Lessee to lease. This Lease shall become binding upon Lessor and Lessee only when fully executed by both parties.

46. Lender Modification. Lessee agrees to make such reasonable modifications to this Lease as may be reasonably required by an institutional lender in connection with the obtaining of normal financing or refinancing of the Office Building Project.

47. Multiple Parties. If more than one person or entity is named as either Lessor or Lessee herein, except as otherwise expressly provided herein, the obligations of the Lessor or Lessee herein shall be the joint and several responsibility of all persons or entities named herein as such Lessor or Lessee, respectively.

48. Work Letter. This Lease is supplemented by that certain Work Letter of even date executed by Lessor and Lessee, attached hereto as Exhibit C, and incorporated herein by this reference. See Addendum 1 Paragraph 53 and Exhibit "A"

49. Attachments. Attached hereto are the following documents which constitute a part of this Lease:

- Exhibit "A" - Floor Plan
- Exhibit "B" - Rules & Regulations
- Exhibit "C" - Building Operating Costs Addendum
- Addendum #1
- Exhibit "D" - Cleaning Specifications
- Exhibit "E" - Security System Specifications

If any conflict or inconsistency exists or develops among or between the Lease and any attachment to the Lease, the following priority shall govern: 1) Addendum #1, 2) Exhibit "A", 3) Exhibit "C", 4) the Lease, and 5) Exhibit "B".

APPROVED AS TO FORM

6/23, 19 97
 JOHN P. CANNON, City Attorney
 By D. J. Gunn
 DEPUTY CITY ATTORNEY

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

IF THIS LEASE HAS BEEN FILLED IN IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION OR BY THE REAL ESTATE BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO; THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

LESSOR

LESSEE

FUJITA INVESTORS OF CALIFORNIA

CITY OF LONG BEACH

By FPM, A NEVADA CORPORATION
 Its AGENT

By [Signature]
 Its ASSISTANT CITY MANAGER

By [Signature]
 Its MANAGING DIRECTOR

By _____
 Its _____
 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Executed at CARDEN GROVE
 on 6/18/97
 Address _____

Executed at _____
 on _____
 Address _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

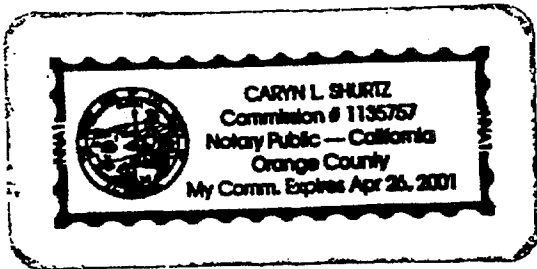
State of California

County of Orange

On June 17, 1997 before me, Caryn L. Shurtz, Notary Public

personally appeared John L. Pagliassotti

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease

Document Date: May 9, 1997 Number of Pages: 29

Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: John L. Pagliassotti

- Individual
- Corporate Officer
- Title(s): MANAGING Director
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:
Fujita Property
Management

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

ADDENDUM NUMBER 1 TO LEASE
BY AND BETWEEN
FUJITA INVESTORS OF CALIFORNIA AS LESSOR, AND
CITY OF LONG BEACH AS LESSEE,
3447 ATLANTIC AVENUE, SUITES 100, 150, 160, 190, 195, 200, 220, and 300
LONG BEACH, CA

This Addendum Number 1 to Lease shall serve to supplement and to the degree inconsistent with shall supersede, the Lease dated May 9, 1997 by and between Fujita Investors of California as Lessor and City of Long Beach as Lessee.

50. COMMENCEMENT

DATE:

The Target Commencement Date (for all space except suite 220) shall be September 1, 1997. The lease term and rent shall commence ten (10) calendar days following the date that the Tenant Improvements are Completed and the Premises are Ready for Occupancy. The terms "Completed" and "Ready for Occupancy" shall mean the date on which all of the following have occurred: (1) Selected contractor has completed the Tenant Improvements and other work that it is obligated to perform pursuant to the Work Letter Agreement, notwithstanding "punch list" items which do not interfere with use of the premises, (2) Lessor assisted by Lessee's Architect, obtains a Certificate of Occupancy for the Premises, (3) all building fire alarms, smoke detectors, exit lights, life safety equipment and other building code requirements are installed and operational on the Premises, (4) the building elevators, HVAC, utilities, plumbing service and doors and hardware for the Premises are sufficient.

53. TENANT

IMPROVEMENTS: Lessee shall receive a Tenant Improvement Allowance of twelve dollars (\$12.00) per rentable square foot. Lessor, at Lessor's sole cost and expense, shall provide Lessee with initial space planning services with one (1) revision and a pricing plan. Lessee has selected Richard Dilday of JCM Facilities Planning & Management (JCM) for architectural services and construction management. JCM's charges for initial space planning services and a pricing plan are fifteen cents (\$.15) per sq.ft. Lessor shall contract directly with JCM for such services. Construction management services (JCM), construction drawings and any and all engineering and structural drawings for the construction of the premises shall be deducted from said Tenant Improvement Allowance. Lessor, at Lessor's sole cost, shall be responsible for improving the common areas and any core and shell improvements (which shall include Lessor's demo of the existing improvements). Lessor shall be responsible for the costs associated with replacing any loose or missing weather stripping/gasketing to the exterior windows of the Premises (if any) and for inspecting and repairing any leaks or condensation occurring from the roof and/or HVAC system which affects the Premises. Any unused balance (not to exceed \$4.00 per rentable square foot) of the Tenant Improvement Allowance shall be credited towards Lessee's Base Rent in the form of fifty percent (50%) of Base Rent. The agreed upon space plan shall be bid for by three (3) general contractors. Lessee shall have the exclusive right to select the bid of its choice from the three (3) previously approved list of contractors.

In addition, Lessor, at Lessor's cost, shall repair the floor of suite 300 per the following specification: Contractor shall remove all cracked and crumbling concrete slab floor, scrape and seal, fill all cracks, patch and skin coat with "Ardex" K500, 5300 psi product.

Should Lessee require additional Tenant Improvements that exceeds the allowance specified in this section, Lessor shall grant Lessee the option to amortize an additional five dollars (\$5.00) per rentable square foot leased over the term at a ten percent (10%) per annum interest rate which shall be added to the Base Rent.

54. OPTION TO RENEW:

Lessor hereby grants to Lessee an option (the "Option") to extend the Term of the Lease for one five (5) year period on the same terms and conditions (including an adjustment to the Base Year for operating expenses and real estate taxes to the calendar year such option commences) as set forth in this Lease, but at an adjusted rent as set forth below. The Option shall be exercised only by written notice delivered to Lessor at least one hundred eighty days (180) days before the expiration of the Term. If Lessee fails to deliver to Lessor written notice of the exercise of the Option within the prescribed time period, such Option shall lapse, and there shall be no further right to extend the Term. The Option shall be exercisable by Lessee on the express condition that at the time of the exercise, and at all times prior to the commencement of the Option, Lessee shall not be in default under any of the provisions of this Lease. The Base Rent

shall be adjusted on the first day of the first month of the Option Term (The "Rental Adjustment Date") to the "fair market value" of the Premises, determined in the following manner:

a. Not later than one hundred (100) days prior to the Rental Adjustment Date, Lessor and Lessee shall meet in an effort to negotiate, in good faith, the fair rental value of the Premises as of such Rental Adjustment Date. If Lessor and Lessee have not agreed upon the fair rental value of the Premises at lease ninety (90) days prior to the Rental Adjustment Date, then Lessor and Lessee shall attempt to agree in good faith upon a single appraiser not later than seventy-five (75) days prior to the Rental Adjustment Date. If Lessor and Lessee are unable to agree upon a single appraiser within such time period, then Lessor and Lessee shall each appoint one appraiser not later than sixty-five (65) days prior to the Rental Adjustment Date. Within ten (10) days thereafter, the two appointed appraisers shall appoint a third appraiser. If either Lessor or Lessee fails to appoint its appraiser within the prescribed time period, the single appraiser appointed shall determine the fair rental value of the Premises. If both parties fail to appoint appraisers within the prescribed time periods, then the first appraiser thereafter selected by a party shall determine the fair rental value of the Premises. Each party shall bear the cost of its own appraiser and the parties shall share equally the cost of the single or third appraiser, if applicable. Such appraiser(s) shall work as appraisers of commercial real property in the Long Beach area and shall be members of professional organizations such as MAI or equivalent.

b. For the purposes of such appraisal, the term "fair market value" shall mean the price that a ready and willing Lessee would pay, as of the Rental Adjustment Date, as monthly rent to a ready and willing Lessor of premises comparable to the Premises if such premises were exposed for lease on the open market for a reasonable period of time. If a single appraiser is chosen, then such appraiser shall determine the fair rental value of the Premises. In no event, however, shall the Base Rent be reduced below \$1.45 per month, per rentable square foot by reason of such computation. Lessor and Lessee shall instruct the appraiser(s) to complete their determination of the fair rental value not later than thirty (30) days prior to the Rental Adjustment Date. If the fair rental value is not determined prior to the Rental Adjustment Date, then Lessee shall continue to pay to Lessor the Base Rent applicable to the Premises immediately prior to such Option, until the fair rental value is determined. When the fair rental value of the Premises is determined, Lessor shall deliver notice thereof to Lessee, and Lessee shall pay to Lessor, within ten (10) days after receipt of such notice, the difference between the Base Rent actually paid by Lessee to Lessor and the new Base Rent as determined hereunder.

In the event Lessee exercises said option, Lessor shall contribute five dollars (\$5.00) per rentable square foot to Lessee as a remodeling allowance.

55. HVAC
OPERATION:

Lessor, at Lessor's expense, shall furnish heating, ventilation and air conditioning (HVAC) for normal office usage Monday through Friday from 8:00 a.m. to 6:00 p.m., except for Lessee recognized holidays (which are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and following day, Christmas Day) and on Saturday from 9:00 a.m. to 1:00 p.m. Lessor shall have HVAC system to general operating conditions by the start of normal business hours. Lessor shall provide up to fifteen (15) hours per month of after hours HVAC use with no additional charge to Lessee. Lessee shall be responsible for use of the HVAC system over and above fifteen (15) hours per month at a rate not to exceed twenty-five dollars (\$25.00) per hour.

56. NON-DISTURBANCE
AGREEMENT:

With respect to any existing or future mortgages, deeds of trust or other liens entered into by and between Lessor and any such mortgagee (collectively referred to as "Lessor's Mortgagee"), Lessor shall secure and deliver to Lessee a Non-Disturbance, Subordination and Attornment Agreement from and executed by Lessor's Mortgagee for the benefit of Lessee.

57. ASSIGNMENT OR
SUBLEASE:

Lessee will have the right at any time to sublease or assign all or any portion of Lessee's Premises, and keep the profit, if any, to any related entity or affiliate of Lessee, with Lessor's written approval, which shall not be unreasonably withheld.

In addition, Lessee will have the right to assign or sublease all or any portion of Lessee's Premises during the initial lease term and option term to any subtenant of type and quality compatible with the building, subject to Lessor's consent, which consent will not be unreasonably withheld or

60. **RIGHT OF FIRST REFUSAL:** Should Lessee require additional contiguous office space, Lessee shall notify Lessor of its need for additional space. After Lessee's notification to Lessor, Lessor agrees that in the event contiguous space is available, or becomes available for lease to a third party after the expiration of any lease to any existing lessee of such space, and as long as existing lessee elects to vacate such space, then Lessor shall notify Lessee of the availability of such space. Lessor shall further notify Lessee of the prevailing rental rate of said space. For a period of ten (10) business days following receipt of Lessor's written notice containing such information, Lessee shall have a one time right of First Offer To Lease such space. Rent shall commence on the earlier of Lessee's occupancy or 120 days following execution of such First Offer To Lease on the same terms and conditions as those contained in the Lease, except with respect to Base Rent and Lessee Improvement Allowance which shall be as set forth below. The applicable Base Rent shall be at the prevailing rental rate for similar space in the building as set forth in Lessor's notice. In no event shall the Base Rent for the expansion be less than the Rental Rate for space currently occupied by Lessee. The space shall be delivered to Lessee per a mutually acceptable space plan. Lessor will provide a Tenant Improvement Allowance based upon a straight line declining scale of twelve dollars (\$12.00) per rentable square foot and a sixty (60) month Lease Term. Tenant Improvement Allowance not shall be used as a rent credit. Shorter terms will adjust the Allowance accordingly.
61. **CONSENT:** In all cases where consent or approval shall be required of either Lessee or Lessor pursuant to the Lease, the giving of such consent shall not be unreasonably withheld or delayed by the party from whom such consent is required.
62. **CLEANING SERVICES:** Lessor, at Lessor's expense, shall provide during the entire term of the Lease and any option periods janitorial service to the Premises five (5) days per week befitting a similar office building. Such service shall be after normal business hours (after 7:00 p.m.) and in accordance with Exhibit "D" - Cleaning Schedule (Attached).
63. **BUILDING SECURITY:** Lessee, at Lessee's sole cost and expense, will be permitted to install its own security system for its premises subject to the approval of Lessor which shall not be unreasonably withheld. Lessor, at Lessor's sole cost, shall maintain the existing access controlled security system on the building lobby doors that shall be available for after building hours access. (see Exhibit "E" - Security System Specifications).
64. **ACCESS:** Lessee shall have access to Building and its respective parking garage seven (7) days a week, twenty four (24) hours a day.
65. **METHOD OF MEASUREMENT:** All space measurements will be computed in accordance with the American National Standard of measuring floor area in office buildings of the Building Owners and Managers Association International (ANZI Z65.1-1980 reaffirmed 1989).

66. AMERICANS WITH
DISABILITIES ACT
(ADA):

In the event that an appropriate governmental agency
requires compliance with any A.D.A. standards to modify
~~the building~~

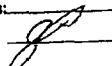
IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of

STANDARD OFFICE LEASE
FLOOR PLANS



To be provided by JCM Facilities Planning & Management
as Exhibit A after said plans are approved by Lessor
and Lessee.

EXHIBIT A

Initials: 

RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Dated: May 9, 1997

By and Between Fujita Investors of California ("Lessor") and City of Long Beach ("Lessee")

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety, reputation, or property of the Office Building Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Office Building Project.
4. Lessee shall not keep animals or birds within the Office Building Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the premises or Office Building Project.
9. Lessee shall not suffer or permit any thing in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Office Building Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Office Building Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."

Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers,

EXHIBIT "C"

Any reference to "Landlord" shall also mean "Lessor" and any reference to "Tenant" shall also mean "Lessee" hereinafter.

BUILDING OPERATING COSTS ADDENDUM

PURPOSE OF ADDENDUM

1. Landlord and Tenant acknowledge that Building Operating Costs for the Building shall be calculated in accordance with the applicable section of the Lease. This Building Operating Costs Addendum ("BOC Addendum") is attached to the Lease for the purpose of identifying those items that are to be included in as well as excluded from Building Operating Costs, as well as Tenant's right to audit. To the extent that there is any inconsistency between any other provisions of the Lease and this BOC Addendum, then in such event, the provisions of this BOC Addendum shall prevail.

BUILDING OPERATING COST INCLUSIONS

2. The following are costs that may be included within the computation of Building Operating Costs:

(a) all costs of managing, operating, maintaining and repairing the Building and Common Areas, including all floor, wall and window coverings and personal property, Building systems such as heat, ventilation and air conditioning systems, fire sprinkler systems, elevators, escalators, and all other mechanical or electrical systems serving the Building and Common Areas and service agreements for all such systems and equipment, but only as any such cost is consistent with that of other comparable buildings in the same metropolitan area, in which the Building is located, and including the Building's and Common Areas' share of any such costs of facilities used in common by the Building and other buildings, but excluding all costs as identified in Section 4 herein;

(b) the cost of compensation (including employment taxes, similar governmental charges and fringe benefits) with respect to all persons who perform duties in connection with the management, landscaping, janitorial, painting, window cleaning and general cleaning services, security services and any other services related to the operation, maintenance or repair of the Building and Common Areas;

(c) costs in providing rubbish and waste pickup and disposal;

(d) costs of janitorial services and window cleaning (including materials, supplies, and the rental costs of equipment and tools related to any of the foregoing) or contracts with independent third parties to provide such services or supplies;

(e) costs in providing all forms of security, but only to the extent necessary for the normal ongoing operation of the Building and Common Area and only to the extent consistent with that utilized by similar buildings in the same metropolitan area in which the Building is located;

(f) insurance premiums for property, rental value, liability and any other types of insurance carried by Landlord as required in accordance with the provisions of the Lease relating to the insurance required to be provided by the Landlord with respect to the Building and Common Areas;

(g) costs and expenses of utilities furnished to the Building and Common Areas including all costs and expenses attributable to the supply of electrical service, water and sewage service, natural gas, and other steam, heat or cooling utility charges with respect to the Building and the Common Areas;

(h) the Building's portion of charges of any easement maintained for the benefit of the Building or the Building's portion of the Common Areas;

(i) license, permit and inspection fees associated with the ongoing operation and maintenance of the Building and the Common Areas.

before March 31, 2003.

c) In addition to the Allowance, during year 2001 Lessor shall complete improvements to the exterior of the Building and the site as reasonably agreed to by Lessor and Lessee, incurring not less than \$53,551.50 in costs ("Exterior Improvements") in connection therewith. Notwithstanding the foregoing, regardless of when any portion of the Exterior Improvements commences, Lessor shall have no less than six (6) months following Lessee's execution of this Fourth Amendment to complete the Exterior Improvements. Lessor shall provide Lessee with reasonable evidence of such expenditures within sixty (60) days following completion of the Exterior Improvements; and

d) As additional consideration for Lessee entering into this Fourth Amendment.

BUILDING OPERATING COSTS EXCLUSIONS

4. Subject to the items expressly allowed by Section 2 of this BOC Addendum, none of the following items shall be included in Building Operating Costs:

(a) any expenses which under generally accepted accounting principles and practice would not be considered a normal maintenance or operating expense;

(b) all costs associated with the operation of the business of the ownership or entity which constitutes "Landlord", as distinguished from the costs of Building operations, including, but not limited to, costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be in issue), costs of selling, syndicating, financing, mortgaging, or hypothecating any of the Landlord's interest in the Building and/or Common Areas, costs of any disputes between Landlord and its employees, costs of disputes of Landlord with Building management, or costs paid in connection with disputes with Tenant or any other tenants;

(c) all costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or other occupants or in renovating or redecorating vacant space, including the cost of alterations or improvements to Tenant's Premises or to the premises of any other tenant or occupant of the Building or its Common Areas;

(d) costs incurred by Landlord for alterations or additions which are considered capital improvements and replacements under generally accepted accounting principles;

(e) costs incurred by Landlord in connection with the construction of the Building and related facilities, the correction of defects in construction, or in the discharge of Landlord's obligations under the Workletter attached to the Lease;

(f) cost of replacement of capital equipment;

(g) any reserves for equipment or capital replacement;

(h) costs of a capital nature, including, but not limited to, capital improvements, capital repairs, capital equipment, and capital tools, all as determined in accordance with generally accepted accounting principles;

(i) any costs of any services sold or provided to tenants or other occupants for which Landlord or Managing Agent is entitled to be reimbursed by such tenants or other occupants as an additional charge or rental over and above the basic rent (and escalations thereof);

(j) expenses in connection with services or other benefits of a type which are not provided Tenant but which are provided to another tenant or occupant; (i) costs for all items and services for which Tenant reimburses Landlord or pays to third parties or which Landlord provides selectively to one or more tenants or occupants of the Building (other than Tenant) without reimbursement;

(k) depreciation and amortization;

(l) costs incurred due to violation by Landlord or Managing Agent or any tenant of the terms and conditions of any lease;

(m) payments in respect to overhead or profit to subsidiaries or affiliates of Landlord, or to any party as a result of a non-competitive selection process, for management or other services in or to the Building, or for supplies or other materials to the extent that the costs of such services, supplies, or materials exceed the costs that would have been paid had the services, supplies or materials been provided by parties unaffiliated with the Landlord on a competitive basis;

(n) interest on debt or amortization payments on any mortgages or deeds of trust;

(o) Landlord's or Landlord's Managing Agent's general corporate overhead and general administrative expenses;

(p) any compensation paid to clerks, attendants, concierges or other persons working in or managing commercial concessions operated by Landlord or Landlord's Managing Agent;

(q) rental payments and other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building.

(v) all administrative and other costs related to the Building's leasing, marketing, and construction (tenant improvement or otherwise) programs, including, but not limited to, the reasonable allocation of the wages, salaries, employee benefits and taxes for all personnel involved in the management and operations of the Building and/or in the Building's leasing, marketing, and/or construction programs, and the reasonable allocation of the Building management office expenses such as office supplies, office equipment, telephone expenses, and all other miscellaneous administrative expenses;

(w) Landlord's gross receipts taxes, personal and corporate income taxes, inheritance and estate taxes, and other business taxes and assessments, franchise, gift and transfer taxes;

(x) any real estate taxes payable by Tenant or any other tenant in the Building under the applicable provisions in their respective leases;

(y) real estate taxes allocable to the tenant improvements of Tenant or other tenants or occupants in the Building or Common Areas which are over and above the Landlord's standard tenant improvement allowance;

(z) any special assessments or taxes from any city, county, state or federal government or agency, including, but not limited to, such items as parking income taxes, metro-rail assessments, etc.;

(aa) any increase of real estate taxes and assessments due to any changes in ownership (as defined in the California Revenue and Taxation Code) including, but not limited to, the sale or any other form of transfer of title of the Building and/or Common Areas or any part thereof, or due to the transfer of title of any leases in the Building, or due to any renovation or new construction in the Building or Common Areas or related facilities;

(bb) costs of repair or replacement for any item covered by a warranty;

(cc) costs of which Landlord is reimbursed by its insurance carrier or by any tenant's insurance carrier or by any other entity;

(dd) costs of any "tap fees" or any sewer or water connection fees of the Building or Common Areas;

(ee) costs of compliance with any fire, safety or other governmental rules, regulations, laws, statutes, ordinances or requirements imposed by any governmental authority or insurance company with respect to the Building or Common Areas during the Term of the Lease;

(ff) costs associated with the installation, maintenance and removal of any signage associated with the Building, its tenants, and all related facilities and Common Areas;

(gg) any fines, costs, penalties or interest resulting from the negligence or willful misconduct of the Landlord or its agents, contractors, or employees;

(hh) rental payments and any related costs pursuant to any ground lease of land underlying all or any portion of the Building and Common Areas;

(ii) any costs or fees that are unreasonable in view of the goods or services obtained for such costs or fees, but only to the extent that such costs exceed what is reasonable;

(jj) any costs, fees, dues, contributions or similar expenses for political, charitable, industry association or similar organizations;

(kk) any rental and any associated costs, either actual or not, for the Landlord's or Landlord's Managing Agent's management or leasing office;

(ll) any costs associated with the purchase or rental of furniture and office equipment for the Landlord's or the Managing Agent's management, security, engineering, or other offices associated with the Building and Common Areas;

(mm) any bad debt loss, rent loss, or reserves for bad debt or rent loss;

(nn) any costs incurred in connection with the ground floor or any other floor in the Building devoted to retail operations; and

(oo) all assessments and special assessments due to deed restrictions, declarations and/or owners associations which accrue against the Building and common Areas.

BUILDING OPERATING COSTS OCCUPANCY ADJUSTMENT

5. If the Building is not at least 95% occupied during all or a portion of any Lease Year including the Base Year, then Landlord shall make an appropriate adjustment in accordance with industry standards of the Building Operating Costs for each such Lease Year and Base Year to determine what the Building Operating Costs would have been for such year as if the Building had been 95% occupied and

with respect to Building Operating Costs, as well as all other additional rent payable by Tenant pursuant to the Lease for any Lease Year. Landlord shall utilize, and cause to be utilized, accounting records and procedures for each Lease Year conforming to generally accepted accounting principles with respect to all of the Building Operating Costs for such Lease Year, including without limitation, all payments for Building Operating Costs, to enable the audit or inspection by Tenant pursuant to this clause to be conducted. Pursuant to the foregoing, Landlord shall be obligated to keep such records for all Lease Years associated with this Lease until two (2) years following the termination of the Lease. Tenant shall give Landlord not less than ~~ten (10)~~ sixty (60) business days prior written notice of its intention to conduct any such audit. Landlord shall cooperate with Tenant during the course of such audit, which shall be conducted during normal business hours in Landlord's Building management office. ~~Landlord agrees to make such personnel available to Tenant as is reasonably necessary for Tenant, Tenant's employees and agents, to conduct such audit, but in no event shall such audit last more than five (5) business days in duration for each Lease Year audited.~~ Landlord shall make such records available to Tenant, Tenant's employees and agents, for inspection during normal business hours. Tenant, Tenant's employees and agents, shall be entitled to make xerographic copies of such records, provided Tenant bears the expense of such copying, and further provided that Tenant keeps such copies in a confidential manner and does not show or distribute such copies to any other third party. The results of such audit as reasonably determined shall be binding upon Landlord and Tenant. If such audit discloses that the amount paid by Tenant as Tenant's Share of Building Operating Costs, or of other additional rental payable pursuant to the Lease, has been overstated by more than three percent (3%), then, in addition to immediately repaying such overpayment to Tenant, Landlord shall also pay the reasonable costs incurred by Tenant in connection with such audit.

up to \$1,000.00

FPM GARDEN GROVE

TEL:1-714-891-7831

Aug 11'94 17:57 No.007 P.02

SPECIFICATIONS

FOR

ATLANTIC WEST

Exhibit D

NIGHTLY SERVICE: FIVE (5) DAYS PER WEEK

- Dust desks, chairs and office furniture with treated dust cloths. Papers left on desk tops are not to be removed.
- Vacuum all carpets giving special attention to public and executive areas.
- Empty all waste containers and place trash in pick-up areas.
- Spot clean carpets and hard floor surfaces.
- Clean all lunch tables and counters.
- Clean counter and floor area around coffee and vending machines.
- Return furniture to neat and orderly position.
- Sweep all hard-surfaced floors with chemically treated dust mops.
- Spot clean interior partition glass.
- Empty, damp-wipe clean and dry ash trays.
- Clean glass doors.
- Spot clean doors, door frames and counters.
- Clean and polish drinking fountains.
- Sweep or clean all stairs and stairwell landings as necessary.
- Clean elevator car floors, tracks, walls and polish metal work.

FPM GARDEN GROVE

TEL:1-714-891-7831

Aug 11'94 17:58 No.007 P.04

WEEKLY SERVICE

Detail vacuum all carpeted areas

RESTROOM SERVICEDAILY SERVICE

- Empty and wipe out all wastepaper receptacles.
- Empty sanitary napkin containers and replace liner insert.
- Polish all metal and mirrors.
- Clean and disinfect all dispensers.
- Clean and disinfect wash basins, toilet bowls and urinals.
- Disinfect underside and tops of toilet seats.
- Spot-clean tile walls and toilet partitions.
- Spot-clean walls around basins.
- Mop all lavatory floors with germicidal solution.
- Refill all paper goods dispensers, including soap.

WEEKLY SERVICE

- Brush down vents.
- Wash down ceramic tile walls and toilet partitions.
- Perform high dusting.
- Pour clean water down floor drains to stop sewer gas.

MONTHLY SERVICE

- Machine scrub tile floors.

EXHIBIT "E"

SECURITY SYSTEM SPECIFICATIONS

ADT SITELINK SYSTEM OPERATION

The system is designed to restrict afterhours access to authorized card holders only. By presenting a card to the proximity reader at the lobby door, the user will gain access to the building. After entering, the doors will automatically re-lock upon closing. To exit, the tenant only needs to approach the doors. An egress motion detector will activate the doors for unlocking.

All data and programming is managed from our U.L. 24 hour monitoring center.

SYSTEM EQUIPMENT

- 1 - Hayes 1200 band dial-up modem
- 1 - 20 MA to RS232 converter
- 1 - American Magnetics 375 BBS w/ik two-door controller
- 1 - Hughes proximity reader
- 1 - Detection systems DS-150 egress motion sensor
- 2 - Sentral hidden door contacts
- 2 - SDC 1512 magnetic locks
- 1 - Altronix power supply
- 1 - Audible device

SYSTEM OPERATING HOURS

Monday	1800/0600
Tuesday	1800/0600
Wednesday	1930/0600
Thursday	1800/0600
Friday	1800/0600
Saturday	24 hours
Sunday	24 hours

The system is also armed 24 hours on the following holidays:

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day

FIRST AMENDMENT TO STANDARD OFFICE LEASE - GROSS

NO. 25165

25165

THIS FIRST AMENDMENT TO STANDARD OFFICE LEASE NO. 25165 ("First Amendment") is made and entered into as of the 2 day of September 1997 by and between Fujita Investors of California, herein called "Lessor", and City of Long Beach, herein called "Lessee".

RECITALS:

A. Lessor and Lessee entered into that certain Standard Office Lease ("Lease"), dated May 9, 1997, pertaining to space described as Suites 100, 150, 160, 190, 195, 200, 220, and 300 in the office building located at 3447 Atlantic Avenue, Long Beach, California.

B. The Premises, Basic Rent, Lessee's Share of Operating Expense Increase, Vehicle Parking, and Tenant Improvement Allowance Provisions of the Lease are to be modified and will be effective on the Commencement Date of the Expansion Premises as defined below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Premises: The existing Premises of approximately 26,942 rentable square feet ("Existing Premises") will increase to reflect an additional area which will total approximately 3,597 rentable square feet as Suite 210 (the "Expansion Premises"). The new Premises ("Premises") will be the total rentable square feet as follows:

Existing Premises:	-	approximately 26,942 rentable square feet
Expansion Premises:	-	approximately <u>3,597</u> rentable square feet
Total:	-	approximately 30,539 rentable square feet

5. Vehicle Parking: Effective on the execution of this First Amendment, Lessee shall be entitled to use an additional 12 parking spaces as follows under the same terms and conditions of the Lease:

8 additional covered secured parking stalls
4 additional surface stalls

Therefore, Lessee's total number of stalls shall be 107 as follows:

29 covered secured parking stalls
78 surface stalls

6. Tenant Improvements: Lessee shall receive the same Tenant Improvement Allowance (\$12.00 per rentable square foot) and space planning fee (\$.15 per rentable square foot) as contained in the Lease.

In addition, Lessor, at Lessor's cost, shall repair the floor in Suite 210 per the following specification: Contractor shall remove all cracked and crumbling concrete slab floor, scrape and seal, fill all cracks, patch and skin coat with "Ardex" K500,5300 psi product.

7. Miscellaneous:

a) Except as modified herein, the Lease is ratified and confirmed and will remain in full force and effect as originally written. All capitalized, defined terms used in this First Amendment that are not otherwise defined herein will have the meanings most recently given to them in the Lease.

b) Each person signing this First Amendment on behalf of each party warrants and represents that he/she has full right and authority to enter into this First Amendment and is executing this First Amendment on behalf of said party and is authorized to do so and that such execution is binding on them.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

LESSOR:

Fujita Investors of California

By:

John Papas

Date:

9/2/97

LESSEE:

City of Long Beach

By:

[Signature]

Date:

9/16/97

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM

9/11/97

City of Long Beach

[Signature]

DEPUTY CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

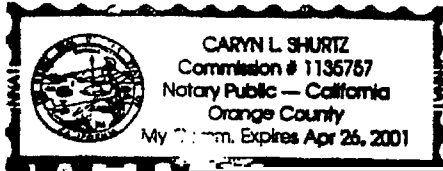
State of California

County of Orange

On 9/2/97 before me, Caryn L. Shurtz, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John L. Pagliasso #
Name(s) of Signer(s)

personally known to me ~~OR~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name ~~is~~ is subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~she~~ they executed the same in ~~his~~ her ~~her~~ their authorized capacity ~~(ies)~~, and that by ~~his~~ her ~~her~~ their signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

C. L. Shurtz

**SECOND AMENDMENT TO STANDARD OFFICE LEASE - GROSS
NO. 25165**

25165

THIS SECOND AMENDMENT TO STANDARD OFFICE LEASE NO. 25165 ("Second Amendment") is made and entered into as of the 4th Day of November 1997 by and between Fujita Investors of California, herein called "Lessor", and City of Long Beach, herein called "Lessee".

RECITALS:

A. Lessor and Lessee entered into that certain Standard Office Lease ("Lease"), dated May 9, 1997, and it's amendments pertaining to space described as suites 100, 150, 160, 190, 195, 200, 210, 220, and 300 in the office building located at 3447 Atlantic Avenue, Long Beach, California.

B. The Premises, Basic Rent, Lessee's Share of Operating Expense Increase, Vehicle Parking, and Tenant Improvement Allowance Provisions of the Lease are to be modified and will be effective on the Commencement Date of the Expansion Premises as defined below.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Premises:** The existing Premises of approximately 30,539 rentable square feet ("Existing Premises") will increase to reflect an additional area which will total approximately 479 rentable square feet as Suite 270 (the "expansion Premises"). The new Premises ("Premises") will be the total rentable square feet as follows:

Existing Premises:	Approximately 30,539 rentable square feet
Expansion Premises:	Approximately 479 rentable square feet
Total:	Approximately 31,018 rentable square feet

2. **Commencement Date/Term/Expiration:** The Commencement Date for the Existing Premises and the Expansion Premises shall be October 27, 1997 for a five year term ending October 26, 2002.

3. **Base Rent:** lessee's Base Rent for the Expansion Premises shall be as follows:

Months 1 - 30:	\$646.65
Months 31 - 60:	\$694.55

Prepaid Rent. \$646.65 payable within two (2) weeks after full execution of this Second Amendment for first month's rent.

4. **Lessee's Share of Operating Expense Increase:** Effective on the Commencement Date of the Expansion Premises, Lessee's Share of Operating Expense Increase for the Premises as set forth in Paragraph 1.10 of the Lease will be 85.2%.

5. **Vehicle Parking:** Effective on the execution of this Second Amendment, Lessee shall be entitled to use and additional 2 parking spaces as follows under the same terms and conditions of the Lease:

2 additional surface stalls

Therefore, Lessee's total number of stalls shall be 109 as follows:

29 covered secured parking stalls
80 surface stalls

APPROVED AS TO FORM

1/12, 1998

 JOHN R. CARHOUN, City Attorney
 By
 DEPUTY CITY ATTORNEY

6. **Tenant Improvements:** Lessee shall receive the same Tenant Improvement Allowance (\$12.00 per rentable square foot) and space planning fee (\$.15 per rentable square foot) as contained in the Lease.

7. **Miscellaneous:**

a) Except as modified herein, the Lease and its First Amendment is ratified and confirmed and will remain in full force and effect as originally written. All capitalized, defined terms used in the Second Amendment that are not otherwise defined herein will have the meanings most recently given to them in the Lease.

b) Each person signing this Second Amendment on behalf of each party warrants and represents that he/she has full right and authority to enter into this Second Amendment and is executing this Second Amendment on behalf of said party and is authorized to do so and that such execution is binding on them.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

LESSOR:

Fujita Investors of California
by: FPM, managing agent

By:
Its:

Date: 12/6/97

LESSEE:

City of Long Beach

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By:
Its: ASSISTANT CITY MANAGER

Date: January 26, 1998

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 12-26-97 before me, Caryn L. Shurtz, Notary Public

personally appeared John L Pagliassotti

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment to Office Lease

Document Date: 11-04-97 Number of Pages: 01

Signer(s) Other Than Named Above: None @ Time of Notarization

Capacity(ies) Claimed by Signer(s)

Signer's Name: John L. Pagliassotti

- Individual
- Corporate Officer
Title(s): Managing Director
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
Flyta Investors of California

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of Los Angeles

On January 26, 1998 before me, LINDA C. RAMSAY, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared HENRY TABOADA

Name(s) of Signer(s)

personally known to me - ~~OR~~ - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~ authorized capacity(ies), and that by ~~his~~ her ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda C. Ramsay
Signature of Notary Public

furniture, fixtures, machinery and equipment in the Premises and conduct normal business operations in the Premises.

The target commencement date for suite 220 shall be sixty

THIRD AMENDMENT TO STANDARD OFFICE LEASE - GROSS
NO. 25165

25165

THIS THIRD AMENDMENT TO STANDARD OFFICE LEASE NO. 25165 ("Third Amendment") is made and entered into as of the 10th day of November, 1998 by and between Fujita Investors of California, herein called "Lessor", and City of Long Beach, herein called "Lessee".

RECITALS:

A. Lessor and Lessee entered into that certain Standard Office Lease Gross ("Lease"), dated May 9, 1997, pertaining to space described as approximately 26,942 rentable square feet: Suites 100, 150, 160, 190, 195, 200, 220, and 300 in the office building located at 3447 Atlantic Avenue, Long Beach, California.

B. Lessor and Lessee entered into a First Amendment to the subject Lease on September 2, 1997 which served to expand the Premises by approximately 3,597 rentable square feet (Suite 210) ("Expansion Premises").

C. Lessor and Lessee entered into a Second Amendment to the subject Lease on November 4, 1997 which served to expand the Premises by approximately 479 rentable square feet (Suite 270). As a result of this Second Amendment, the Existing Premises totaled approximately 31,018 rentable square feet.

D. The Premises, Basic Rent, Lessee's Share of Operating Expense Increase, Vehicle Parking, and Tenant Improvement Allowance Provisions of the Lease are to be modified and will be effective on the Commencement Date of the Third Expansion Premises as defined below.

NOW, THEREFORE, the parties hereto agree as follows:

1. Premises: The existing Premises of approximately 31,018 rentable square feet ("Existing Premises" which includes both of the Expansion Premises) will increase to reflect an additional area totaling approximately 4,683 rentable square feet ("Third Expansion Premises") as follows: Suite 101 consisting of approximately 2,105 rentable square feet and Suite 260 consisting of approximately 2,578 rentable square feet. The suites are outlined in Exhibit A and Exhibit A-1. The new Premises ("Premises") will be the total rentable square feet as follows:

Existing Premises (includes Expansion Premises):	approximately 31,018 rentable sq. ft.
Third Expansion Premises:	approximately <u>4,683</u> rentable sq. ft.
Total:	approximately 35,701 rentable sq. ft.

2. Commencement Date/Term: The Commencement Date for the Third Expansion Premises shall be ten (10) calendar days following the date the Tenant Improvements are completed and the Third Expansion Premises are ready for occupancy as defined in Paragraph 50 of the Addendum Number 1 to the above referenced Lease. The Lease Term for the Third Expansion Premises shall be coterminous with the Lease and expire October 26, 2002.

3. Base Rent: Lessee's Base Rent for the Third Expansion Premises shall be as follows:

Months 1 through May 30, 2000:	\$6,322.05/mo.
June 1, 2000 through October 26, 2002:	\$6,790.35/mo.

Prepaid Rent. \$6,322.05 for first's month's rent payable within approximately two (2) weeks after full execution of this Third Amendment.

4. Lessee's Share of Operating Expense Increase: Effective on the Commencement Date of the Third Expansion Premises, Lessee's Share of Operating Expense Increase for the Premises as set forth in Paragraph 1.10 of the Lease will be 100%.

5. Vehicle Parking: Effective on the execution of this Third Amendment, Lessee shall be entitled to use an additional 13 parking spaces as follows under the same terms and conditions of the Lease:

4 additional covered secured parking stalls
9 additional surface stalls

Therefore, Lessee's total number of stalls shall be all of the Office Building Project's available parking consisting of 122 stalls as follows:

33 covered secured parking stalls
89 surface stalls

6. Tenant Improvements: Lessee shall receive a Tenant Improvement Allowance of \$44,956.80 and a space planning fee of \$702.00 for the Third Expansion Premises.

7. Paragraph number 58 of the Standard Office Lease No. 25165 regarding Identity is deleted in its entirety and shall now read as follows:

Lessor to grant Lessee the right to install prominent exterior signage that shall display "Career Transition Center." The size and location of such signage shall be mutually agreed upon by both the Lessor and the Lessee and further subject to City of Long Beach regulations. All signage shall be at Lessee's sole cost but may be deducted from the Tenant Improvement Allowance.

In addition, Lessee, or a Lessor approved Sublessee, may use the existing monument sign at the corner of the property located at 3447 Atlantic adjacent to the intersection of 35th Street with the approximate dimensions of 3 foot in height, 6 foot in length and 0.5 foot in width. The monument sign may be used for the purpose of identifying the name(s) and/or logo(s) of the entity or entities occupying the Premises, or a portion of the Premises, and not for general advertising. The monument sign colors, lettering and any changes to the sign's overall design are subject to reasonable approval by Lessor. The monument sign shall be maintained at a level satisfactory to Lessor. Any and all costs for the alteration, repair, replacement and maintenance of the monument sign shall be the responsibility of the Lessee. At Lessor's sole option, and at no cost to Lessor, the Lessee may be required to restore the monument sign to its previous condition, normal wear and tear excepted, or to leave it in place "as is" at the expiration or earlier termination of the Lease between the Lessor and the Lessee.

8. Extraordinary Plumbing Malfunction:

Notwithstanding Paragraph 7.1 and 8.1 of the Lease, in the event that as a result of an extraordinary plumbing malfunctioning, in which all of the restrooms in the Premises are rendered inoperable, and Lessee is unable to utilize the Premises for its business operations for a period of more than 24 hours after notification by Lessee to Lessor of such extraordinary plumbing malfunction, then Base Rent shall be abated on a daily basis for every business day that all of the restrooms remain inoperable. In no event shall the above be applicable if the extraordinary plumbing malfunctioning is the result of Lessee's misuse of the Premises.

9. Miscellaneous:

a) Except as modified herein, the Lease is ratified and confirmed and will remain in full force and effect as originally written. All capitalized, defined terms used in this Third Amendment that are not otherwise defined herein will have the meanings most recently given to them in the Lease.

b) Each person signing this Third Amendment on behalf of each party warrants and represents that he/she has full right and authority to enter into this Third Amendment and is executing this Third Amendment on behalf of said party and is authorized to do so and that such

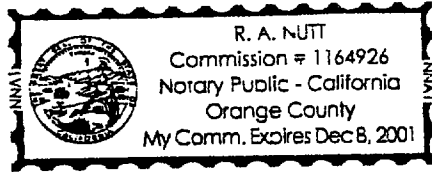
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of ORANGE } ss.

On 12/24/98, before me, R. A. NUTT, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared JOHN L. PABCIASSOTTE
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

R. A. NUTT
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRUST AMENDMENT TO GRANDFATHERS TRUST

Document Date: _____ Number of Pages: 3

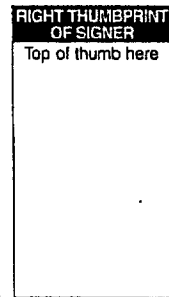
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



25165

FOURTH AMENDMENT TO OFFICE LEASE

THIS FOURTH AMENDMENT TO OFFICE LEASE NO. 25165 (the "Fourth Amendment") is made and entered into as of this 1st day of September, 2001 by and between LONG BEACH EXECUTIVE CENTER, LLC, a California limited liability company ("Lessor") and the CITY OF LONG BEACH, a municipal corporation ("Lessee").

RECITALS

A. Lessor's predecessor-in-interest and Tenant entered into that certain Standard Office Lease - Gross dated May 9, 1997 (the "Original Lease") as amended by that certain First Amendment to Standard Office Lease - Gross No. 25165 dated September 2, 1997 ("First Amendment"); Second Amendment to Standard Office Lease - Gross No. 25165 dated November 4, 1997 ("Second Amendment"); and Third Amendment to Standard Office Lease - Gross No. 25165 dated November 10, 1998 ("Third Amendment").

B. Lessor and Lessee desire to amend the Original Lease by amending and restating the First Amendment, Second Amendment, and Third Amendment, after which the First Amendment, Second Amendment and Third Amendment shall be of no further force and effect. The Original Lease as

responsible to comply, unless such request is due specifically to Lessee's use, beyond general office use, in which case Lessee will be responsible for such compliance at Lessee's sole cost and expense.

5. Improvements. Provided Lessee is not in default hereunder, Lessor hereby agrees to provide Tenant with the following:

- a) The sum of One Hundred Seventy-Eight Thousand Five Hundred Five and 00/100 Dollars (\$178,505.00) (\$5.00 per square foot) toward remodeling of the Premises and the Building ("Allowance"). Lessor and Lessee shall allocate a portion of the Allowance equal to Fifty-Three Thousand Five Hundred Fifty-One and 50/100 Dollars (\$53,551.50) toward improvements to the building entry, lobby and elevator areas as reasonably agreed to by Lessor and Lessee ("Lobby Work"). Lessor will be responsible for planning, permitting, bidding and hiring the general contractor for Lobby Work. For improvements paid through the Allowance, other than Lobby Work ("Interior Improvements"), Lessee will be responsible for planning, permitting, and bidding the Interior Improvements (to a list of at least two mutually acceptable General Contractors), but Lessor will hire the General Contractor selected by Lessee to perform the Interior Improvements, provided Lessor shall not be obligated to incur any cost associated with the Interior Improvements in excess of One Hundred Twenty-Four Thousand, Nine Hundred Fifty-Three and 50/100 Dollars (\$124,953.50). No less than twenty-one (21) days prior to commencing with any portion of the Interior Improvements, Lessee shall provide Lessor with all plans, contracts and other agreements pertaining to the Interior Improvements reasonably requested by Lessor in order to determine the specific scope and nature of the Interior Improvements.

- b) Upon completion of all or any portion of the Interior Improvements for which Lessor is requested to pay, Lessor shall have received all invoices, final contracts and any other agreements relating to such improvements Lessor is then expected to make payment for. Within twenty-one (21) days following delivery and approval of such information, together with unconditional lien releases for such work, Lessor shall make disbursement directly to the contractor or vendor entitled to receive such payment. In no event shall more than one (1) disbursement be requested during any thirty (30) day period, unless the second disbursement in such thirty (30) day period constitutes the final disbursement

provided. All improvements referenced in this Section shall be completed on or

6. Vehicle Parking. Lessee shall continue to have the right to all parking spaces available within the Office Building Project.

7. Identity. Lessor to grant Lessee the right to install prominent exterior signage that shall display "Career Transition Center". The size and location of such signage has been mutually agreed upon by both the Lessor and the Lessee. All signage shall be at Lessee's sole cost but may be deducted from the Tenant Improvement Allowance. In addition, Lessee, or a Lessor-approved sublessee, may use the existing monument sign at the corner of the property located at 3447 Atlantic adjacent to the intersection of 35th Street with the approximate dimensions of 3 feet in height, 6 feet in length and 0.5 foot in width. The monument sign may be used for the purpose of identifying the name(s) and/or logo(s) of the entity or entities occupying the Premises, or a portion of the Premises, and not for general advertising. Any changes to the sign's overall design are subject to reasonable approval by Lessor. The monument sign shall be maintained at a level satisfactory to Lessor. Any and all costs for the alteration, repair, replacement and maintenance of the monument sign shall be the responsibility of the Lessee. At Lessor's sole option, and at no cost to Lessor, the Lessee may be required to restore the monument sign to its previous condition, normal wear and tear excepted, or to leave it in place "as is" at the expiration or earlier termination of the Lease between the Lessor and the Lessee.

8. Extraordinary Plumbing Malfunction. Notwithstanding Paragraphs 7.1 and 8.1 of the Lease, in the event that as a result of an extraordinary plumbing malfunctioning, in which all of the restrooms in the Premises are rendered inoperable, and Lessee is unable to utilize the Premises for its business operations for a period of more than 24 hours after notification by Lessee to Lessor of such extraordinary plumbing malfunction, then Base Rent shall be abated on a daily basis for every business day that all of the restrooms remain inoperable. In no event shall the above be applicable if the extraordinary plumbing malfunctioning is the result of Lessee's misuse of the Premises.

9. Modification to Addendum Number 1. Sections contained within Addendum Number 1 to the Lease shall be modified as follows:

- a) 54 – Option to Renew, shall be modified deleting the last paragraph "In the event Lessee...allowance."

10. Miscellaneous.

- a) Except as modified herein, the Lease is ratified and confirmed and will remain in full force and effect as originally written. All capitalized, defined terms used in this Fourth Amendment that are not otherwise defined herein will have the meanings most recently given to them in the Lease.
- b) Each person signing this Fourth Amendment on behalf of each party warrants and represents that he/she has full right and authority to enter into this Fourth Amendment and is executing this Fourth Amendment on behalf of said party and is authorized to do so and that such execution is binding on them.

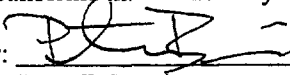
11. Effective Date of Amendment. This Fourth Amendment shall become effective on September 1, 2001.


12. Execution in Counterparts. This Fourth Amendment may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date and year first above written.

“LESSOR”

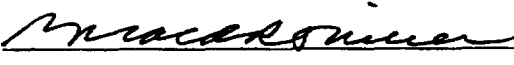
LONG BEACH EXECUTIVE CENTER, LLC,
a California limited liability company

By: 
Peter F. Bowie,
Its: Managing Member

By: 
Therese Hotvedt
Its: Authorized Agent

“LESSEE”

CITY OF LONG BEACH,
a municipal corporation

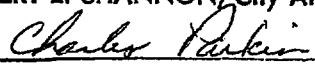
By: 
Gerald R. Miller
Printed Name
Its: ASSISTANT CITY MANAGER

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By: _____

Printed Name
Its: City Manager

APPROVED AS TO FORM

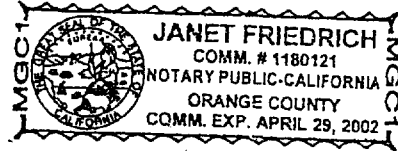
9-27, 2001
ROBERT E. SHANNON, City Attorney
By: 
DEPUTY CITY ATTORNEY

STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On August 27, 2001, before me, Janet Friedrich, personally appeared Peter F. Bowie and Therese Hotvedt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Janet Friedrich*



(This area for official notarial seal)

25165

FIFTH AMENDMENT TO OFFICE LEASE

THIS FIFTH AMENDMENT TO OFFICE LEASE NO. 25165 (the "Fifth Amendment") is made and entered into as of this 10th day of SEPTEMBER, 2002, by and between WARDLOW ATLANTIC, LLC, a Delaware limited liability company ("Lessor") and the CITY OF LONG BEACH, a municipal corporation ("Lessee").

A. Lessor's predecessor-in-interest and Tenant entered into that certain Standard Office Lease - Gross dated May 9, 1997 (the "Original Lease") as amended by that certain First Amendment to Standard Office Lease - Gross No. 25165 dated September 2, 1997 ("First Amendment"; Second amendment to Standard Office Lease - Gross No. 25165 dated November 4, 1997 ("Second Amendment"); Third Amendment to Standard Office Lease - Gross No. 25165 dated November 10, 1998 ("Third Amendment"); and Fourth Amendment to Office Lease No. 25165 dated September 1, 2001 ("Fourth Amendment").

B. Lessor and Lessee desire to amend the Original Lease as set forth below.

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby agree as follows:

1. Lessor and Lessee have agreed to retain the services of a day porter for the Property. Lessee agrees to reimburse Lessor directly each month for the day porter service. The monthly cost of the day porter service is currently \$1,856.00.

2. Lessor and Lessee have agreed that the monthly cost for the day porter service annual increase shall not exceed 5%.

3. Lessee may cancel the day porter service by providing Lessor with thirty (30) days prior written notice of its intention to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date and year first above written.

"LESSOR"

WARDLOW-ATLANTIC, LLC,
a Delaware limited liability company

By: 

"LESSEE"

CITY OF LONG BEACH,
a municipal corporation

ASSISTANT CITY MANAGER

By: 

APPROVED AS TO FORM

Sept 19, 20 02
ROBERT E. SHANNON, City Attorney

by 

DEPUTY CITY ATTORNEY

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

25165

SIXTH AMENDMENT TO OFFICE LEASE

This SIXTH AMENDMENT TO OFFICE LEASE No. 25165 (hereinafter referred to as

(r) advertising and promotional costs;

~~(s) costs incurred in owning, operating, maintaining and repairing any underground or above ground parking garage and/or any other parking facilities associated with the Building and Common Areas, including, but not limited to, any expenses for parking equipment, tickets, supplies, signage/signs, claims insurance, cleaning, resurfacing, restriping, business taxes, management fees and costs, structural maintenance, utilities, insurance of any form, real estate taxes, and the wages, salaries, employee benefits and taxes for personnel working in connection with any such parking facilities;~~

(t) repairs or other work occasioned by fire, windstorm or other casualty covered by any insurance provision in the Lease or by the exercise of the right of eminent domain;

(u) leasing commissions, attorney fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants or other occupants or prospective tenants or other occupants, or associated with the enforcement of any leases or the defense of Landlord's title to or interest in the Building or any part thereof or Common Areas or any part thereof, or legal or other professional fees incurred in connection with any Real Estate Tax proceedings;

The foregoing limitation shall not apply to any change in ownership prior to the period set forth in paragraph 1 above or during any options to extend hereunder, if any.

5. HVAC Operation. Commencing February 1, 2008, the last two sentences of paragraph 55 of Addendum Number 1 to Lease No. 25165 shall be amended to read as follows:

“Lessor shall provide up to fifteen (15) hours per month of after hours HVAC use with no additional charge to Lessee. Lessee shall be responsible for use of the HVAC system after hours over and above fifteen (15) hours per month at a rate not to exceed **Forty-Five Dollars (\$45.00)** per hour.”

6. Additional Day Porter Services (Fifth Amendment to Lease No. 25165). Commencing February 1, 2008, the provisions of the Fifth Amendment regarding day porter services shall be amended to read as follows:

“1. Lessor, on behalf of Lessee, shall retain the services of a day porter (Exhibit A) for the Property. Lessee agrees to reimburse Lessor directly each month as additional rent for the actual cost of such services.

2. Annually, Lessor and Lessee shall review the proposed bids from qualified vendors for the day porter services and shall mutually select the vendor for contracted

the amount so determined shall be deemed to be the amount of Building Operating Costs for the year. Such adjustment shall be made by Landlord by increasing those costs included in the Building Operating Costs which according to industry practice vary based upon the level of occupancy of the Building.

AUDIT BY TENANT

6. Landlord shall provide to Tenant substantial detail of the calculations of the Building Operating Costs each year in accordance with the applicable provisions of the Lease. Landlord shall show by account the total operating costs for the Building and all adjustments corresponding to the requirements set forth in this BOC Addendum. Landlord shall also provide in reasonable detail the calculation of Tenant's prorata share of the Building Operating Expenses as said calculations are delineated in the Lease. Tenant shall have the right, at its own cost and expense, to audit or inspect Landlord's detailed records each year

8. Option to Renew. Lessor hereby grants to Lessee an option to extend the term of the Lease upon the terms and conditions set forth in paragraph 54 of the Addendum to the Lease, provided, however, that in no event shall the Base Rent be less than the Base Rent in effect prior to such option to extend and all references to the remodeling allowance as set forth in the last paragraph of Paragraph 54 are hereby deleted in their entirety.

9. Rooftop Communications Equipment Lessee shall have the right to use a portion of the roof of the Building for purposes of the installation, use and maintenance of a microwave dish, antenna or other telecommunications equipment, subject to approval of such equipment by the City of Long Beach Building Department. The communication equipment shall be installed at no cost to the Lessor and in accordance with all applicable laws, rules and regulations. In addition, Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, costs or expenses incurred by Lessor as a result of such installation by Lessee. Lessee shall be responsible for any repairs necessitated to the roof by such installation or maintenance and shall install such equipment in a manner that has no effect on any roof warranty. Lessee shall be solely responsible for the maintenance and repair thereof, at Lessee's sole cost and expense. At the expiration or other termination of the Lease, said equipment shall remain the property of Lessee and shall be removed by Lessee, provided that Lessee shall repair any and all damage caused by such removal. Lessee shall provide Lessor with a copy of any antenna site agreement or similar license agreement to be entered into by Lessor and/or Lessee concerning such communications equipment for Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall provide written notice to Lessor not

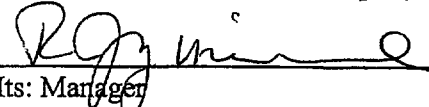
Lessee for full execution, at which time Lessee shall execute and notarize this Amendment and return the documents to Lessor.

13. Effect of Amendment. Except as set forth herein, the Lease shall continue in full force and effect as previously written.

IN WITNESS WHEREOF, the undersigned have entered into this Amendment as of the date set forth above.

"LESSOR"


WARDLOW ATLANTIC, LLC,
a Delaware Limited Liability Company

By: 
Its: Manager

Date: 12/1, 2006

"LESSEE"

CITY OF LONG BEACH,
a California municipal corporation

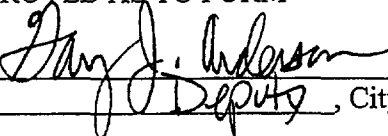
By: 
Its: GERALD R. MILLER, CITY MANAGER

By: _____

Its: _____

Date: December 11, 2006

APPROVED AS TO FORM



Deputy, City attorney

Date: December 7, 2006

EXHIBIT "A"

Porter Services.

Day Porter

Frequency: 5 x per week, Monday - Friday

Hours: 10:00 AM - 3:00 PM

General Service:

Weekly:

1. Spot clean painted walls and partitions.
2. Spot clean all wall switches and door facings.
3. Empty all common area trash-cans as needed (including parking garage).
4. Sweep parking garage entry way.
5. Sweep and mop three (3) levels of common area walkways.
6. Clean exterior railing glass on rotating basis.

Monthly:

1. Damp wipe door jams.

Restroom Service:

Daily:

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace liner insert.
3. Clean and disinfect all dispensers.
4. Clean and disinfect washbasins, toilet bowls and urinals (as necessary).
5. Disinfect underside and tops of toilet seats (as necessary).
6. Spot clean tile walls and toilet partitions.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of KERN

On 12/21/06 before me, Rosa E. Moore Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared R. Jeffrey Hildebrand
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Rosa E. Moore
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

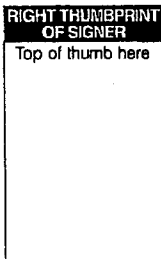
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

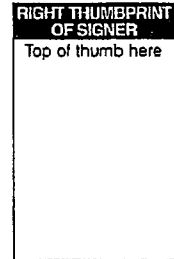
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

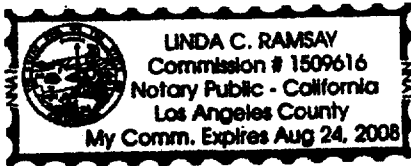
State of California }
County of Los Angeles } ss.

On December 11, 2006 before me, Linda C. Ramsay, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gerald R. Miller
Name(s) of Signer(s)

personally known to me
 ~~proved to me on the basis of satisfactory evidence~~

to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Linda C. Ramsay
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Sixth Amendment to Office Lease

Document Date: December 11, 2006 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

RIGHT THUMBPRINT OF SIGNER