

SUBLEASE

**33593**

THIS SUBLEASE is made and entered, in duplicate, as of November 19, 2014 pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting held on November 18, 2014, by and between the CITY OF LONG BEACH, a municipal corporation ("Sublandlord"), whose address is 333 W. Ocean Boulevard, 3<sup>rd</sup> Floor, Long Beach, California 90802, Attention: Asset Management Bureau Manager, and LONG BEACH RESCUE MISSION, a California non-profit corporation ("Subtenant"), whose address is 1430 Pacific Avenue, Long Beach, California 90813.

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

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

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

3. Term. The term of this Lease shall commence on December 1, 2014, and shall terminate at midnight on March 15, 2015.

4. Rent. Subtenant shall pay to Sublandlord a monthly rental payment equal to Six Thousand and No/100 Dollars (\$6,000), such rent to be prorated for any

1 partial month.

2 5. Insurance and Indemnity.

3 A. General. Subtenant shall maintain in full force and effect, at  
4 all times during the term hereof, such insurance policies as the Sublandlord's Risk  
5 Manager may reasonably require. Subtenant shall cause Sublandlord to be added  
6 as an additional insured to such policies.

7 B. Cancellation. Each insurance policy shall be endorsed to  
8 state that coverage shall not be suspended, voided, changed, or canceled by  
9 either party except after thirty (30) days prior written notice (ten (10) days for  
10 nonpayment only) to Sublandlord, and shall be primary and not contributing to any  
11 other insurance or self-insurance maintained by City.

12 C. No Limitations on Liability and Indemnity. Such insurance as  
13 required herein shall not be deemed to limit Subtenant's liability relating to  
14 performance under this Lease. Sublandlord reserves the right to require complete  
15 certified copies of all said policies at any time. The procuring of insurance shall  
16 not be construed as a limitation on liability or as full performance of the  
17 indemnification and hold harmless provisions of this Lease. Subtenant  
18 understands and agrees that, notwithstanding any insurance, Subtenant shall be  
19 obligated to defend, indemnify, and hold Sublandlord, its officials, agents, and  
20 employees harmless hereunder for the full and total amount of any damage,  
21 injuries, loss, expense, costs, or liabilities caused by the condition of the Premises  
22 or in any manner connected with or attributed to the acts or omissions of  
23 Subtenant, its officers, agents contractors, employees, subtenants, licensees,  
24 patrons, or visitors, or the operations conducted by Subtenant, or the Subtenant's  
25 use, misuse, or neglect of the Premises.

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

LONG BEACH RESCUE MISSION, a California non-profit corporation

Nov, 24<sup>th</sup>, 2014

By [Signature]  
Name Robert Probst  
Title Executive Director

Nov 24, 2014

By [Signature]  
Name Michael Harding  
Title Chairman

"Subtenant"

CITY OF LONG BEACH, a municipal corporation

11/24, 2014

By [Signature]  
City Manager

"Sublandlord"

This Lease is hereby approved as to form this 25<sup>th</sup> day of November 2014.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

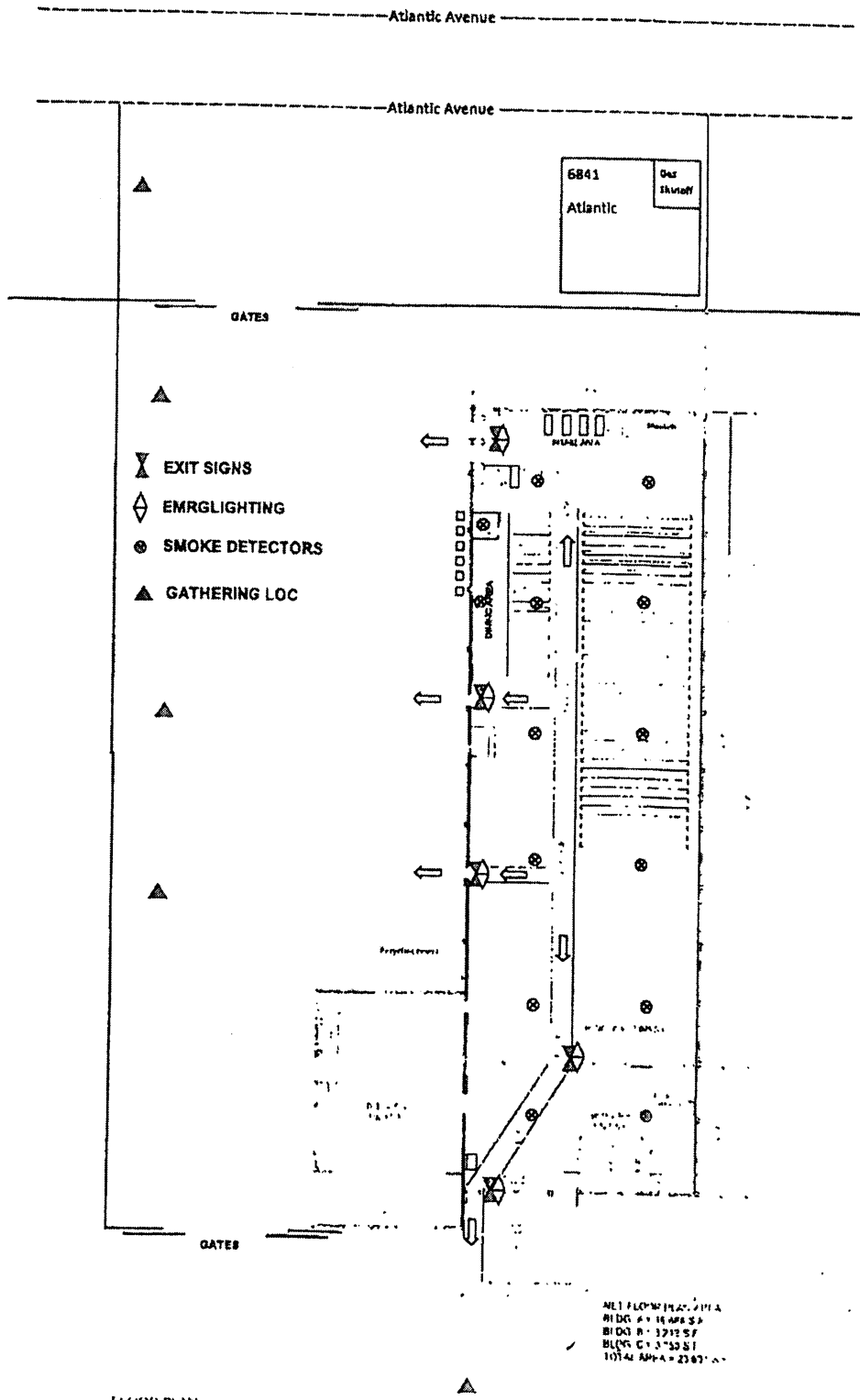
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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EXHIBIT "A"  
PREMISES

EXHIBIT A



FLOOR PLAN

Temporary Shelter Site  
Long Beach Rescue Mission  
6845 Atlantic, Long Beach, CA 90815  
Phone: (562) 591-1292

EXHIBIT "B"  
MASTER LEASE

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

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LEASE

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3 THIS LEASE is made and entered, in duplicate, as of November 19, 2014  
4 pursuant to a minute order of the City Council of the City of Long Beach adopted at its  
5 meeting held on November 18, 2014, by and between EDDIE N JOHN #1, LLC, a limited  
6 liability company, whose address is 6841 Atlantic Avenue, Long Beach, California 90805  
7 ("Landlord"), and the CITY OF LONG BEACH, a municipal corporation, whose address is  
8 333 W. Ocean Boulevard, 3rd Floor, Long Beach, California 90802, Attention: Asset  
9 Management Bureau Manager ("Tenant").

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

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

18 2. Term. The term of this Lease shall commence on December 1,  
19 2014, and shall terminate at midnight on March 15, 2015.

20 3. Rent. Tenant shall pay to Landlord a monthly rental payment equal  
21 to Six Thousand and No/100 Dollars (\$6,000), such rent to be prorated for any partial  
22 month.

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

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

28 6.

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

7           7.     Utilities. Landlord shall pay the monthly costs associated with all  
8 utilities to the Premises.

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

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

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

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



- 1 i. Failure to pay rent when due after ten (10) days written  
2 notice;
- 3 ii. Failure to perform any of the terms, covenants, or  
4 conditions of this Lease if said failure is not cured within thirty (30) days  
5 after written notice of said failure; or
- 6 iii. Any attempted assignment, transfer, or sublease  
7 except as approved by Landlord or otherwise authorized pursuant to  
8 Section 16.

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

16 11. Default by Landlord.

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

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

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

28 12. Right of Entry. Landlord shall have the right of access to the

1 Premises during normal business hours and with reasonable advance notice to inspect  
2 the Premises, to determine whether or not Tenant is complying with the terms,  
3 covenants, and conditions of this Lease, to serve, post, or keep posted any notice, and  
4 for any other legal purpose. Landlord shall also have the right to enter in case of  
5 emergencies.

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

16 14. Assignment. Tenant shall not otherwise assign or transfer this Lease  
17 or any interest herein, nor sublease the Premises or any part thereof (collectively referred  
18 to as "transfer") to any party other than Landlord without the prior written approval of  
19 Landlord.

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

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

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

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

1                   18.    Surrender of Premises.  On the expiration or sooner termination of  
2 this Lease, Tenant shall deliver to Landlord possession of the Premises in substantially  
3 the same condition that existed immediately prior to the date of execution hereof,  
4 reasonable wear and tear excepted.

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

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

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

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

1 not be a default or breach hereunder. Financial inability to perform shall not be  
2 considered cause beyond the reasonable control of the party.

3 23. Partial Invalidity. If any term, covenant, or condition of this Lease is  
4 held by a court of competent jurisdiction to be invalid, void or unenforceable, the  
5 remainder of the provisions hereof shall remain in full force and effect and shall in no way  
6 be affected, impaired or invalidated thereby.

7 24. Time. Time is of the essence in this Lease, and every provision  
8 hereof.

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

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

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

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

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

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

26 31. Relationship of Parties. The relationship of the parties hereto is that  
27 of Landlord and Tenant, and the parties agree that nothing contained in this Lease shall  
28 be deemed or construed as creating a partnership, joint venture, association, principal-

1 agent or employer-employee relationship between them or between Landlord or any third  
2 person or entity.

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

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

7 NOV 24, 2014

By [Signature]  
8 Name YOUNA KIM  
9 Title President

10 11/24, 2014

By [Signature]  
11 Name John Han  
12 Title Manager

13 "Landlord"

14 CITY OF LONG BEACH, a municipal  
15 corporation

16 11/26, 2014

By [Signature]  
17 City Manager

18 "Tenant"

19 This Lease is hereby approved as to form this 25<sup>th</sup> day of November,  
20 2014.

21 CHARLES PARKIN, City Attorney

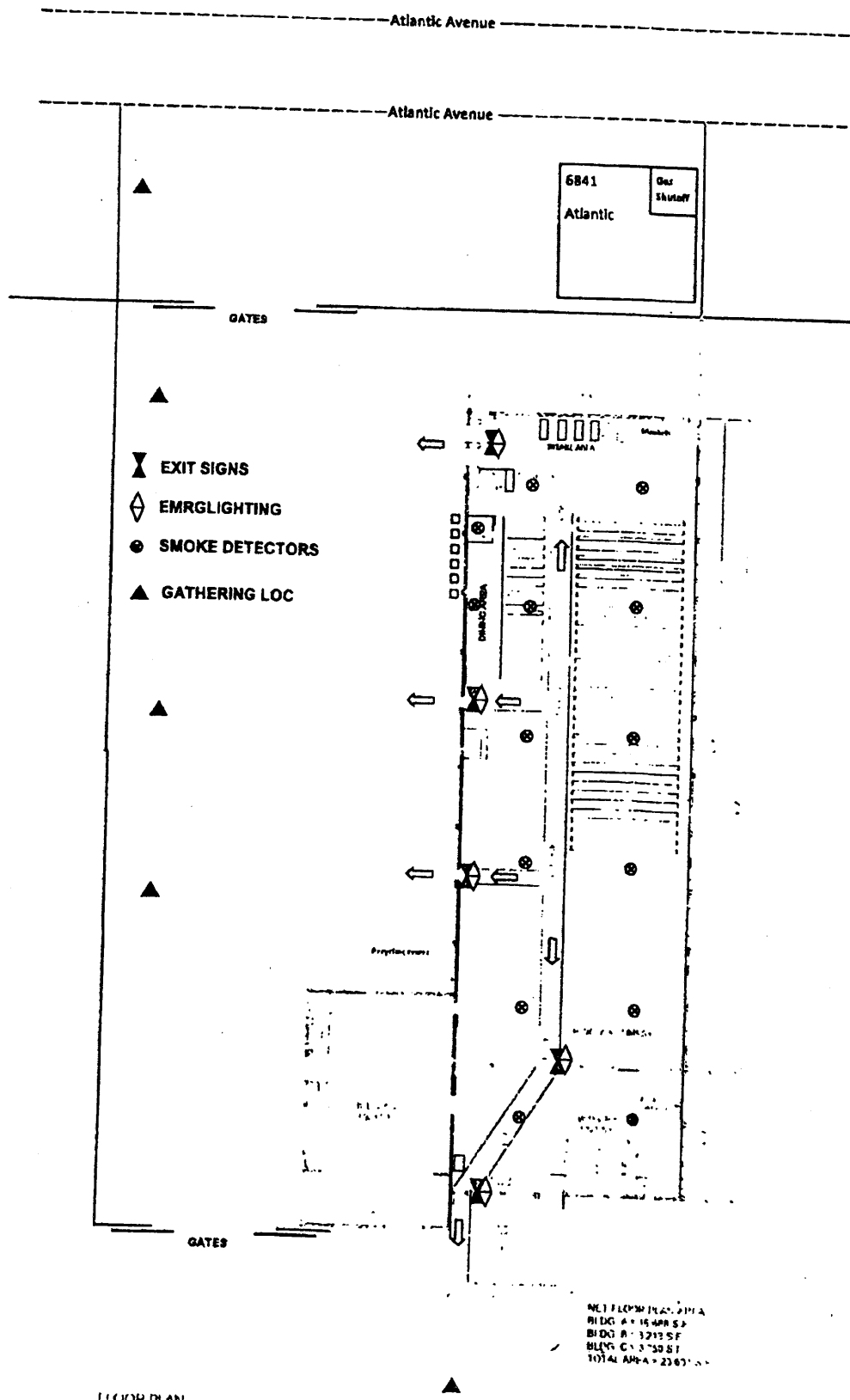
By [Signature]  
22 Deputy

23 OFFICE OF THE CITY ATTORNEY  
24 CHARLES PARKIN, City Attorney  
25 333 West Ocean Boulevard, 11th Floor  
26 Long Beach, CA 90802-4664

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EXHIBIT "A"  
PREMISES



FLOOR PLAN

Temporary Shelter Site  
Long Beach Rescue Mission  
6845 Atlantic, Long Beach, CA 90815  
Phone: (562) 591-1292