

1 4. Rent and other Consideration. Tenant shall pay to Landlord a rental
2 payment of One Dollar (\$1.00) per year.

3 5. Use. The Premises shall be used for storage purposes only. The
4 Premises shall not be used by Tenant for any other purpose without the express written
5 consent of Landlord.

6 6. Tenant Improvements. Landlord shall have no obligation to provide
7 Tenant with a tenant improvement allowance. The Premises shall be leased in "as is"
8 condition. Any tenant improvements undertaken by Tenant shall first be approved by
9 Landlord, and all costs associated with permits, materials and entitlements in connection
10 with such tenant improvements shall be the sole responsibility of Tenant. Tenant shall be
11 responsible for ensuring the Premises comply with the Americans With Disabilities Act to
12 the extent required. Under no circumstances shall Tenant make any changes to any
13 portion of the Building that does not constitute the Premises, including without limitation
14 the exterior of the Building.

15 7. Maintenance Obligations. Tenant shall keep the Premises in a neat, safe
16 and sanitary condition, and shall procure and pay for janitorial and pest control services to
17 the extent necessary for the Premises. Tenant shall be responsible for minor repairs
18 associated with Tenant's daily use of the Premises. Landlord shall be responsible for
19 major repairs required to be made to the Building and the major components thereof
20 (including HVAC systems).

21 8. Utilities. Landlord shall provide water and electricity to the Premises.

22 9. Taxes. Landlord shall be responsible for payment of all real property
23 taxes.

24 10. Insurance. (a) During the entire term, Tenant shall at its sole cost and
25 expense procure and maintain:

26 (i) Commercial general liability insurance in an amount not less
27 than One Million Dollars (\$1,000,000) per occurrence and in aggregate
28 covering bodily injury and property damage liability combined arising from

1 Tenant's obligations under or in connection with this Lease. Such insurance
2 shall name Landlord, and any other party it so specifies in writing to Tenant,
3 as an additional insured.

4 (ii) The minimum limits of policies of insurance required of Tenant
5 under this Lease shall in no event limit the liability of Tenant under this
6 Lease. Such insurance shall (a) be issued by an insurance company having
7 a rating of not less than A-X in Best's Insurance Guide or which is otherwise
8 acceptable to Tenant and Landlord, (b) be primary insurance as to all claims
9 thereunder and provide that any insurance carried by Tenant or Landlord is
10 excess and is non-contributing with any insurance requirement of Tenant, (c)
11 provide that said insurance shall not be canceled or coverage changed
12 unless thirty (30) days' prior written notice shall have been given to Landlord
13 and any mortgagee or ground or underlying lessor of Landlord, and (d)
14 contain a cross-liability endorsement or severability of interest clause
15 acceptable to Landlord. Tenant shall deliver said policy or policies or
16 certificates thereof to Landlord on or before the effectiveness of this Lease.

17 (b) Notwithstanding the provisions of this Section 10, Tenant and Landlord
18 each hereby waive any and all rights of recovery against the other, or against the officers,
19 employees, agents and representatives of the other, for loss of or damage to such waiving
20 party or its property or the property of the other, for loss of or damage to such waiving party
21 or its property or the property of others under its control but only to the extent that (a) such
22 loss or damage is insured against or is required to be insured against under the terms of
23 this Lease, and (b) such insurance policies permit and do provide for such waiver. In this
24 regard, Landlord and Tenant each agree to have their respective insurers issuing the
25 insurance described in this Section 10 waive any rights of subrogation that such companies
26 may have against the other party.

27 11. Hazardous Materials. No goods, merchandise, supplies, personal
28 property, materials, or items of any kind shall be kept, stored, or sold in or on the Premises

1 which are in any way explosive or hazardous. Tenant shall comply with California Health
2 and Safety Code Section 25359.7 or its successor statute regarding notice to Landlord on
3 discovery by Tenant of the presence or suspected presence of any hazardous material on
4 the Premises. "Hazardous Materials" means any hazardous or toxic substance, material
5 or waste which is or becomes regulated by the City, the County of Los Angeles, the State
6 of California or the United States government.

7 12. Default. The occurrence of any of the following acts shall constitute a
8 default by Tenant:

- 9 a. Failure to pay rent when due after ten (10) days written notice;
10 b. Failure to perform any of the terms, covenants, or conditions of this Lease
11 if said failure is not cured within thirty (30) days after written notice of said failure. If the
12 default cannot reasonably be cured in thirty (30) days, Tenant shall not be in default if
13 Tenant begins to cure within the thirty-day period and diligently proceeds to cure to
14 completion; or
15 c. Any attempted assignment, transfer, or sublease except as approved by
16 Landlord pursuant to Section 18.

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

23 13. Right of Entry. Landlord shall have the right of access to the Premises
24 at all times.

25 14. Condemnation. If the whole or any part of the Premises shall be taken
26 by any public or quasi-public authority under the power of eminent domain, then this Lease
27 shall terminate as to the part taken or as to the whole, if taken, as of the day possession
28 of that part or the whole is required for any public purpose, and on or before the day of the

1 taking Tenant shall elect in writing either to terminate this Lease or to continue in
2 possession of the remainder of the Premises, if any. All damages awarded for such taking
3 shall belong to Landlord, whether such damages be awarded as compensation for
4 diminution in value to the leasehold or to the fee.

5 15. Nondiscrimination. Subject to applicable laws, rules and regulations,
6 Tenant shall not discriminate against any person or group on the basis of age, gender,
7 sexual orientation, HIV status, marital status, race, religion, creed, ancestry, national origin,
8 disability, or handicap with respect to the use of the Premises or the performance of its
9 obligations under this Lease.

10 In the performance of this Lease, Tenant shall not discriminate against any
11 employee or applicant for employment on the basis of race, color, sex, religion, ancestry
12 or national origin. Tenant shall take affirmative action to ensure that applicants are
13 employed and that employees are treated without regard to these bases. Such action shall
14 include but not be limited to employment, upgrading, demotion, transfer, recruitment,
15 recruitment advertising, layoff, termination, rates of pay or other forms of compensation,
16 and selection for training including apprenticeship. Tenant shall post in conspicuous
17 places notices stating this provision.

18 16. Indemnification. Tenant shall defend, indemnify and hold harmless
19 Landlord from all claims, demands, damages, causes of action, losses, liability, costs or
20 expenses, including reasonable attorney's fees, of any kind or nature whatsoever
21 (collectively referred to in this Section and Section 18 as "claims") which Landlord may
22 incur for injury to or death of persons or damage to or loss of property occurring in, on, or
23 about the Premises arising from the condition of the Premises, the alleged acts or
24 omissions of Tenant, Tenant's employees, or agents, the occupancy, use, or misuse of the
25 Premises by Tenant, Tenant's employees, agents, approved subtenants, licensees,
26 patrons, or visitors, or any breach of this Lease.

27 17. Relocation. Tenant agrees that nothing contained in this Lease shall
28 create any right in Tenant for any relocation assistance or payment under applicable

1 California law from Landlord on the expiration or termination of this Lease. Tenant agrees
2 that nothing contained in this Lease shall create any right for any reimbursement of
3 Tenant's moving expenses incurred prior to or during the term of this Lease.

4 18. Assignment. Tenant shall not assign or transfer this Lease or any
5 interest herein, nor sublease the Premises or any part thereof (collectively referred to as
6 "transfer") without the prior written approval of Landlord which may be withheld in
7 Landlord's sole discretion.

8 19. Signs. Tenant shall have no rights to install any interior or exterior
9 signage.

10 20. SNDA. In the event a mortgage is recorded against the Premises,
11 Landlord shall use its best efforts to cause the lienholder to execute a commercially
12 reasonable subordination, non-disturbance and attornment agreement and Tenant agrees
13 to execute the same in favor of the lienholder.

14 21. Access. Tenant shall have access to the Premises twenty-four (24)
15 hours per day, seven (7) days per week.

16 22. Parking. Landlord shall not be obligated to provide Tenant with any
17 parking spaces. Tenant shall procure parking at its own cost and expense.

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

23 24. Surrender of Premises. On the expiration or sooner termination of this
24 Lease Tenant shall deliver to Landlord possession of the Premises in substantially the
25 same condition that existed immediately prior to the date of execution hereof, reasonable
26 wear and tear excepted.

27 25. Notice. Any notice required hereunder shall be in writing and personally
28 served or deposited in the U. S. Postal Service, first class, postage prepaid to Landlord and

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Long Beach, California 90802-4664
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1 Tenant at the respective addresses first stated above. Notice shall be deemed effective
2 on the date of mailing or on the date personal service is obtained, whichever first occurs.
3 Change of address shall be given as provided herein for notice.

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

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

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

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

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1 30. Time. Time is of the essence in this Lease, and every provision hereof.

2 31. Governing Law. This Lease shall be governed by and construed in
3 accordance with the laws of the State of California.

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

9 33. Joint Effort. This Lease is created as a joint effort between the parties
10 and fully negotiated as to its terms and conditions and nothing contained herein shall be
11 construed against either party as the drafter.

12 34. No Recordation. This Lease shall not be recorded.

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

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

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

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

"Landlord"
CITY OF LONG BEACH, a municipal corporation

May 2, 2006

By [Signature]
City Manager

"Tenant"
LONG BEACH POLICE HISTORICAL SOCIETY,
a California nonprofit corporation

APRIL 23, 2006

By [Signature]
President
Todd R. Houser
(Type or Print Name)
EXECUTIVE DIRECTOR

APRIL 23, 2006

By [Signature]
Secretary
BERTRUM N. SORENSON
(Type or Print Name)
ASST. EX. DIRECTOR

This Lease is hereby approved as to form this 25 day of April, 2006.

ROBERT E. SHANNON, City Attorney
By [Signature]
Deputy

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

RFA 04-06-06 (05-05239)
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EXHIBIT "A"
PREMISES DEPICTION

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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ATTACHMENT

