

32678

PARKING LICENSE AGREEMENT ASSIGNMENT, CONSENT AND ESTOPPEL

THIS PARKING LICENSE AGREEMENT ASSIGNMENT, CONSENT AND ESTOPPEL dated as of August 16, 2019 (the "Assignment") is made and entered into by and among AGNL CLINIC PINE, L.P., a Delaware limited partnership, as assignor ("Assignor"), CF ALPHA & GOLF PROPCO LLC, a Delaware limited liability company ("Assignee"), and, as to Sections 6 and 7 only, CITY OF LONG BEACH, a California municipal corporation ("City"). Initially capitalized terms used herein but not defined herein shall have the meaning ascribed to such term in the License (as hereinafter defined).

WITNESSETH:

Mo 25, 2012

WHEREAS, the real property located at 604 and 650 Pine Avenue, Long Beach, California (the "Property") is subject to that certain Parking License Agreement between Assignor and City, dated ~~May 1, 2012~~, as amended by that certain First Amendment to Parking License Agreement dated as of August 7, 2015 (as amended and together with those documents attached hereto as Exhibit A, collectively, the "License"); and

WHEREAS, Assignor agreed to assign the License to Assignee as part of the closing and consummation of the sale of the Property to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and City agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as if set forth in full.
2. Transfer. Assignor hereby assigns to Assignee, its successors and assigns, the License and all right, title and interest of Assignor in, to and under the License.
3. Assumption. Assignee hereby assumes all of the obligations and duties, financial or otherwise, of Assignor under the License to the extent, but only to the extent, such obligations and duties first arise and relate to periods after the date of this Assignment and are not the result of a breach of any representation, warranty or statement of Assignor contained in Sections 4 or 6 hereof.
4. Assignor Representations and Warranties. Assignor represents and warrants to Assignee that: (i) Assignor is the sole owner and holder of the licensee's interest in the License; (ii) Assignor has the right, power and authority to validly assign such interest in the License to Assignee; and (iii) Assignor has performed all obligations of a material nature on the part of licensee to be performed under the License on and prior to the date of this Assignment.
5. Indemnity. Assignee agrees to indemnify, defend (with counsel reasonably acceptable to Assignor) and hold harmless Assignor from and against all claims, demands, losses, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with Assignee's failure to observe, perform and discharge each and every one of the covenants, obligations and liabilities of the licensee under the License occurring after the date hereof, to the extent assumed by Assignee under Section 3. After the date hereof, Assignor shall

have no further liability as licensee for the payment of Parking Fees or for the performance of any other obligations to be performed by the licensee under the License. Assignor agrees to indemnify, defend (with counsel reasonably acceptable to Assignee) and hold harmless Assignee from and against all claims, demands, losses, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with Assignor's failure to observe, perform and discharge each and every one of the covenants, obligations and liabilities of the licensee under the License occurring on or prior to the date hereof, to the extent assigned by Assignor under Section 2. On or prior to the date hereof, Assignee shall have no liability as licensee for the payment of Parking Fees or for the performance of any other obligations to be performed by the licensee under the License.

6. Estoppel. City and Assignor, each as to itself, hereby certify to and for the benefit of Assignee, any lender of Assignee and each of their respective successors and assigns, as follows: (a) the Parking Agreement is in full force and effect, (b) the annual Parking Fee per Permit issued by the City is currently \$ 675.01, and adjusts annually in accordance with the Parking Agreement, (c) all such Parking Fees due under the Parking Agreement as of the date hereof have been paid through August 5, 2019, (d) the Parking Agreement has not been assigned, encumbered, modified, supplemented or amended in any way other than as shown on Exhibit A attached hereto, (e) to the best of the City's and Assignor's knowledge, respectively, no default exists under the Parking Agreement, and no event or matter exists which, with the giving of notice or the passage of time, or both, would constitute such a default, (f) to the best of the City's and Assignor's knowledge, respectively, no setoffs, recoupments, estoppels, claims or counterclaims exist against the City or Assignor, and (g) the commencement date of the term of the Parking Agreement was January 1, 2013, and the expiration date of the term of the Parking Agreement is December 31, 2029 unless mutually extended pursuant to the terms of the Parking Agreement.

7. Consent. City hereby consents to this Assignment and agrees and acknowledges that Assignor shall have no further liability as licensee for the payment of Parking Fees or for the performance of any other obligations to be performed by the licensee under the License after the date hereof.

8. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of California, without giving effect to the principles of conflict of laws of any other state or jurisdiction.

9. Attorneys' Fees. If any legal proceeding is commenced related to this Assignment, the prevailing party in such legal proceeding shall be entitled to recover the reasonable attorneys' fees, court costs and litigation expenses it incurs in connection with such proceeding from the non-prevailing party therein, including, but not limited to, court costs and other out-of-pocket expenses through all appellate levels.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and also, as to Section 6, to any lender of Assignee and its successors and assigns.

11. Counterparts. This Assignment may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which taken together will

constitute one and the same instrument. Execution and delivery of this Assignment by exchange of facsimile copies bearing the facsimile signature of a party hereto will constitute a valid and binding execution and delivery of this Assignment by such party. Such facsimile copies will constitute enforceable original documents.

12. Further Assurances. Assignor and Assignee each will promptly execute such further documents and agreements with respect to this Assignment as the other party reasonably requires from time-to-time to clarify the agreements reached in this Assignment.

[SIGNATURES ON NEXT PAGE]


The undersigned Assignor, Assignee and City have executed this Assignment as of the day above written.

ASSIGNOR:

AGNL CLINIC PINE, L.P.,
a Delaware limited partnership

By: AGL Clinic Pine GP, L.L.C.,
a Delaware limited liability
company, its general partner

By: AGNL Manager III, In.
a Delaware corporation, its manager

By: 
Name: Gordon J. Whiting
Its: President

ASSIGNEE:

CF ALPHA & GOLF PROPCO LLC, a
Delaware limited liability company

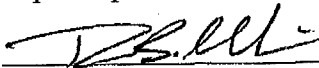
By: 

Name: William Turner

Its: Authorized Signatory

CITY:

CITY OF LONG BEACH, a California
municipal corporation

By: 
Name: _____
Title: _____

Tom Modica
Assistant City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

APPROVED AS TO FORM

_____, 2019

By _____
Deputy City Attorney

APPROVED AS TO FORM

8-12-2019

CHARLES PARKIN, City Attorney

By 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

EXHIBIT A

[SEE ATTACHED]

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

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PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT ("Agreement") is entered into this 25th day of May, 2012, by the CITY OF LONG BEACH, a California municipal corporation ("Licensor"), pursuant to a minute order adopted by its City Council on May 1, 2012, and 6TH & PINE DEVELOPMENT, LLC, a California limited liability company ("Licensee").

For and in consideration of the faithful performance of the terms and conditions hereinafter set forth, the parties agree as follows:

1. PARKING SPACES AND PREMISES. City hereby grants Licensee the use of not more than five hundred (500) parking spaces on all weekdays during the Term from the hours of 7:00am through 6:00pm ("Parking Spaces") for purposes of providing parking to its tenant at the development at the corner of 6th Street and Pine Avenue, Long Beach, California, and commonly known as the "Press-Telegram Building" (the "Development"). The Parking Spaces may be located on more than one City-owned parking lot or structure, located anywhere within the City limits, as designated by City (collectively, the "Premises"). City, upon sixty (60) days advance written notice to Licensee and at its sole and absolute discretion, may relocate all or a portion of the Parking Spaces to alternate Premises located anywhere within the City limits. City shall issue to Licensee annual parking permits authorizing use of the Parking Spaces ("Permits") in accordance with its standard procedures. City shall issue only as many Permits as Licensee requests in writing, which such total requested number of Permits may increase or decrease from month-to-month and costs associated with such Permits shall be pro-rated accordingly. This Agreement is meant to meet the parking demands of Licensee's tenant at the Development only, and in no way shall the parking rights granted to Licensee under this Agreement be interpreted to satisfy or displace any code-required parking in connection with new construction at the Development as required by the Long Beach Municipal Code or other applicable regulations.

2. TERM. The term of this Agreement shall commence on January 1,

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1 2013 (the "Commencement Date"), and shall terminate at midnight on December 31,
2 2024, unless sooner terminated as provided herein (the "Term"). City and Licensee may
3 mutually agree to renew this Agreement for two (2) additional five (5)-year terms. All
4 provisions of this Agreement applicable to the original term shall apply with equal force to
5 the extended term.

6 3. PARKING PERMIT FEES. Subject to the provisions of Section 4,
7 Licensee shall pay an annual fee equal to Six Hundred Dollars (\$600) per Permit issued
8 by City ("Parking Fee").

9 4. ADJUSTMENT TO PARKING FEES. The Parking Fee to be paid to
10 City by Licensee for each Permit shall be adjusted annually effective on the adjustment
11 date of January 1st, by the 12 Months Percent Change in the Consumer Price Index for
12 All Urban Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-
13 Riverside-Orange County, CA Area, published by the United States Department of Labor,
14 Bureau of Labor Statistics. The December Index immediately prior to the adjustment
15 date shall be the "Current Index," and the December Index for the year previous shall be
16 the "Beginning Index". If the Current Index is greater than the Beginning Index, the then-
17 current rent or adjusted Parking Fee shall increase by the same percentage rounded to
18 the nearest tenth as did the Current Index increase over the Beginning Index, so that the
19 Parking Fee shall increase each year by the same percentage as did the Consumer Price
20 Index. In no event shall any Parking Fee adjustment result in a Parking Fee less than
21 that paid during the preceding period.

22 5. USE OF PREMISES. The Premises shall be used during Licensee's
23 periods of exclusive occupancy for parking by employees of Licensee's tenant at the
24 Development and for no other purpose. Licensee shall not occupy, use, or grant
25 permission to anyone to occupy or use the Premises for any unlawful purpose. Licensee
26 shall conduct its business and activities and control its agents, employees, invitees,
27 licensees, volunteers, and visitors in such a manner that will not create any nuisance,
28 unreasonable annoyance or waste. On weekends and weekday overnights between the

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1 hours of 6:00pm through 7:00am the Premises shall be available to the public. Nothing
2 contained in this Section 5 shall require Licensee to supervise, control, or be responsible
3 for activities upon or use of the Premises by the public. Prior to issuing a parking citation
4 to any vehicle displaying a valid Permit issued pursuant to this Agreement, City shall
5 grant such vehicle a 30-minute grace period.

6 6. CONDITION OF PREMISES. City shall deliver the Premises to
7 Licensee paved, striped, and free of debris on the Commencement Date. Any
8 replacement Premises designated by City pursuant to Section 1 shall also be delivered to
9 Licensee, paved, striped and free of debris. Except as otherwise described above, City
10 delivers the Premises to Licensee "AS IS" and with all faults.

11 7. MAINTENANCE OF PREMISES. City shall provide for the ordinary
12 care and maintenance of the Premises; provided, however, that Licensee shall be
13 responsible for all costs associated with damage caused by Licensee's use of the
14 Premises beyond reasonable wear and tear.

15 8. INDEMNIFICATION. Licensee shall defend, indemnify, and hold
16 harmless City, its officers and employees ("City Indemnified Parties") from and against all
17 causes of actions, damage, proceedings, claims, demands, loss, liens, costs and
18 expenses alleging injury to or death of persons, or damage to property, or any other claim
19 of damage brought, made, filed against, imposed on or sustained by the City Indemnified
20 Parties, or any of them, and arising from or attributable to or caused, directly or indirectly
21 (collectively or individually, a "claim"):

22 (i) by the use of the Premises or any equipment or materials located
23 thereon, or from activities conducted thereon by Licensee, its employees, invitees,
24 agents, or by any person or persons acting on behalf of Licensee and with
25 Licensee's knowledge and consent, express or implied during periods of
26 Licensee's exclusive use; or

27 City shall defend, indemnify, and hold harmless Licensee, its officers
28 and employees ("Licensee Indemnified Parties") from and against all causes of

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1 actions, damage, proceedings, claims, demands, loss, liens, costs and expenses
2 alleging injury to or death of persons, or damage to property, or any other claim of
3 damage brought, made, filed against, imposed on or sustained by the Licensee
4 Indemnified Parties, or any of them, and arising from or attributable to or caused,
5 directly or indirectly (collectively or individually, a "claim") by the use of the
6 Premises by the public, or the employees, agents or invitees of City or by any
7 person or persons acting on behalf of City.

8 9. INSURANCE. Upon execution of this Agreement and in partial
9 performance of Licensee's obligations hereunder, Licensee shall procure and maintain, at
10 its cost, during the Term and any extensions or renewals thereof, from an insurer
11 admitted in California or having a minimum rating of or equivalent to A:VIII in Best's
12 Insurance Guide:

13 (i) Comprehensive General Liability Insurance with a combined
14 single limit of at least \$1,000,000 for each occurrence or Two Million Dollars (\$2,000,000)
15 general aggregate. City, its officials, employees and agents shall be covered as
16 additional insureds with respect to liability arising from activities performed by or on
17 behalf of Licensee. Said insurance shall be primary insurance with respect to City and
18 shall contain a cross-liability endorsement.

19 (ii) "All Risk" property insurance in an amount sufficient to cover
20 the full replacement value of Licensee's personal property, improvements and equipment
21 on the Premises.

22 (iii) Upon the execution of this Agreement, Licensee shall deliver
23 to City certificates of insurance with original endorsements evidencing the coverage
24 required by this Agreement. The certificates and endorsements shall be signed by a
25 person authorized by the insurer to bind coverage on its behalf. City reserves the right to
26 require complete certified copies of all policies at any time.

27 (iv) Said insurance shall contain an endorsement requiring thirty
28 (30) days' prior written notice from insurers to City before cancellation or change of

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1 coverage.

2 (v) Said Insurances may provide for such deductibles or self-
3 insured retention as may be acceptable to the City Manager or his designee. In the event
4 such Insurance does provide for deductibles or self-insured retention, Licensee agrees
5 that it will fully protect City, its officials, and employees in the same manner as these
6 interests would have been protected had the policy or policies not contained a deductible
7 or retention provisions. With respect to damage to property, City and Licensee hereby
8 waive all rights of subrogation, one against the other, but only to the extent that collectible
9 commercial insurance is available for said damage.

10 (vi) Not more frequently than every two (2) years, if, in the opinion
11 of City, or of an insurance broker retained by City, the amount of the foregoing insurance
12 coverages is not adequate, Licensee shall increase the insurance coverage as required
13 by City.

14 (vii) The procuring of said insurance shall not be construed as a
15 limitation on Licensee's liability or as full performance on Licensee's part of the
16 indemnification and hold harmless provisions of this Agreement; and Licensee
17 understands and agrees that, notwithstanding any insurance, Licensee's obligation to
18 defend, indemnify and hold City, its officials and employees harmless hereunder is for the
19 full and total amount of any damage, injuries, loss, expense, costs or liabilities in any
20 manner connected with or attributed to the acts or omissions of Licensee, its officers,
21 agents, employees, patrons or visitors, or the operations conducted by Licensee, or the
22 Licensee's use, misuse or neglect of the Premises.

23 (viii) Any modification or waiver of the insurance requirements
24 herein shall only be made with the written approval of the City's Risk Manager or
25 designee.

26 10. CITY'S NON-LIABILITY. Except as expressly provided for in this
27 Agreement, City shall not be liable for any damage to Licensee or Licensee's property or
28 any of Licensee's employees, agents, invitees, licensees, volunteers or visitors, and

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1 Licensee, as a material part of the consideration of this Agreement, hereby waives all
2 claims and demands against City for any such damage, to the extent allowed by law,
3 except to the extent that such damage is caused by City's negligence. Licensee
4 assumes all risk of theft, misappropriation, damage, injury, claims or losses of its
5 personal property kept, stored, held, placed or otherwise left on the Premises, except as
6 expressly provided for in this Agreement. Licensee shall not be responsible for theft,
7 misappropriation, damage, injury, claims or losses of personal property belonging to
8 members of the public.

9 11. ASSIGNMENT AND SUBLETTING. Licensee may not assign or
10 sub-license the Premises without the express written consent of the City, which may be
11 withheld at City's sole discretion. Notwithstanding the preceding sentence, Licensee may
12 assign this Agreement to a purchaser of the Development. No assumption or sub-
13 licensing of this Agreement will be effective without the express written assumption by
14 such assignee of the obligations of Licensee under this Agreement, nor shall such sub-
15 licensing or assignment alter the primary liability of Licensee for the payment of Parking
16 Fees or for the performance of any other obligations to be performed by Licensee.

17 12. TAXES. Licensee shall pay all assessments or real estate taxes or
18 possessory interest taxes, if any, levied against the Premises due to Licensee's periods
19 of exclusive use; provided that Licensee shall only be responsible for its pro-rata share of
20 taxes levied against the Premises.

21 13. INSPECTION AND ENTRY. City shall have the right, at all
22 reasonable times, to enter the Premises to inspect them to determine if Licensee is
23 complying with the terms, covenants and conditions of this Agreement, to comply with
24 any law, order, or requirement of any governmental authority, and to serve or post any
25 notice.

26 14. DEFAULT. The occurrence of any one or more of the following acts
27 shall constitute a default by Licensee, if said failure is not cured within thirty (30) days
28 after City gives notice to Licensee of said failure:

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- 1 (i) Failure to use the Premises as described in Section 5;
2 (ii) Failure to pay Parking Fees;
3 (iii) Failure to maintain the insurance required herein;
4 (iv) Failure to execute a Lease with Molina Health Care Group
5 respecting the Development with a term of at least ten (10) years;
6 (iv) Failure to comply with any applicable law, rule, ordinance, or
7 regulation; or
8 (v) Any failure to perform any other term, covenant, or condition
9 of this Agreement not specifically identified in this Section or in elsewhere in this
10 Agreement. If the default cannot reasonably be cured in thirty (30) days, then Licensee
11 shall not be in default if Licensee begins to cure within said period and diligently proceeds
12 to cure to completion; provided that in no event shall such cure period extend beyond
13 ninety (90) days.

14 15. NOTICE. Any notice or request given under this Agreement shall be
15 in writing and personally delivered or deposited in the U.S. Postal Service, postage
16 prepaid, first class, addressed as follows:

17 To City: City of Long Beach
18 333 West Ocean Boulevard, 13th Floor
19 Long Beach, CA 90802
Attn: City Manager
20 To Licensee: 6th & Pine Development, LLC
21 741 Atlantic Avenue
22 Long Beach, CA 90813
Attn: Michelle Molina

23 Notice shall be effective on the date of personal delivery or deposit in the
24 mail, whichever first occurs. Notice of change of address or the person to whom notice
25 shall be directed shall be given in the manner prescribed herein.

26 16. NO WAIVER. The failure or delay of either party to insist on strict
27 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of
28 any right or remedy either party may have and shall not be deemed a waiver of any

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1 subsequent or other breach of any term, covenant, or condition. Any waiver or
2 permission of any kind by either party shall be in writing and signed to be effective.

3 17. SURRENDER OF PREMISES. On the expiration or sooner
4 termination of this Agreement, Licensee shall deliver to City possession of the Premises.
5 Licensee shall remove its equipment, supplies and other items so as to leave the
6 Premises in a condition which does not damage the Premises and the improvements
7 thereto in any way.

8 18. CITY'S RIGHT TO RE-ENTER ON TERMINATION OR
9 EXPIRATION. Licensee shall peacefully deliver possession of the Premises to City on
10 the date of expiration or sooner termination of this Agreement. On giving notice of
11 termination to Licensee, City shall have the right to re-enter and take possession of the
12 Premises on the date such termination becomes effective without further notice of any
13 kind and without instituting summary or regular legal proceedings.

14 19. RELOCATION WAIVER. Licensee expressly waives any rights to
15 relocation benefits or other compensation pursuant to the California Relocation Act or
16 applicable laws governing eminent domain.

17 20. PERMANENT PARKING. City and Licensee agree to work together
18 in good faith to identify property suitable to provide for permanent parking for the
19 Development, whether publicly-owned or privately-owned, it being the intent of the parties
20 that such permanent parking would replace the Parking Spaces provided pursuant to this
21 Agreement.

22 21. MISCELLANEOUS.

23 A. Each party shall bear its own costs and expenses in connection with
24 the preparation of this Agreement. In the event any action is brought with respect to the
25 enforcement of this Agreement, the prevailing party shall be entitled to recover its costs
26 and expenses from the other party, including, but not limited to, attorney's fees and court
27 costs.

28 B. This Agreement shall be binding on and inure to the benefit of the

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1 parties and their successors, heirs, personal representatives, and all of the parties shall
2 be jointly and severally liable hereunder.

3 C. This Agreement constitutes the entire understanding between the
4 parties and supersedes all prior negotiations, agreements and understandings, oral or
5 written, with respect to the subject matter hereof.

6 D. This Agreement may not be amended except in a writing duly
7 executed by both parties.

8 E. This Agreement shall be governed by and construed under the laws
9 of the State of California, and no choice of laws or principles thereof shall apply.

10 F. The captions and numbers herein and the grouping of the provisions
11 of this Agreement into separate sections and paragraphs are for the purpose of
12 convenience only and shall not be considered a part hereof, and shall have no effect on
13 the interpretation of this Agreement.

14 G. If any term, covenant, or condition of this Agreement is found to be
15 invalid, ineffective, void, or unenforceable for any reason by a court of competent
16 jurisdiction, the remaining terms, covenants and conditions shall remain in full force and
17 effect.

18 H. Time is of the essence in this Agreement and all of its provisions.

19 I. This Agreement shall not be recorded.

20 J. The relationship of the parties hereto is that of City and Licensee,
21 and the parties agree that nothing contained in this Agreement shall be deemed or
22 construed as creating a partnership, joint venture, principal-agent relationship,
23 association, or employer-employee relationship between them or between City and any
24 third party.

25 K. This Agreement is created as a joint effort between the parties and
26 fully negotiated as to its terms covenants and conditions. This Agreement shall not be
27 construed against either party as the drafter.

28 L. Each provision of this Agreement shall be deemed both a covenant

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1 and a condition.

2 M. This Agreement is created for the benefit of the parties only and is
3 not intended to benefit any third person or entity.

4 N. Where consent or approval is required from either Licensee or City
5 by the provisions of this Agreement, the giving of consent or approval shall not be
6 unreasonably withheld or delayed by the party from whom consent or approval is
7 required.

8 O. All exhibits to this Agreement are hereby incorporated herein by
9 reference.

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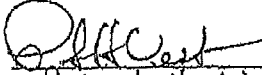
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed as of the date first stated above.

CITY OF LONG BEACH, a California municipal corporation

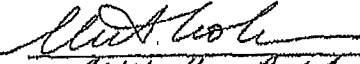
Dated: 5-30-12

By: 
Name: Patrick H. Wason
Title: City Manager

CITY

6TH & PINE DEVELOPMENT, LLC, a California limited liability company

Dated: 5-29-12

By: 
Name: Michelle A. Molina
Title: Manager

LICENSEE

The foregoing Agreement is hereby approved as to form this 29 day of

May, 2012.

ROBERT E. SHANNON, City Attorney

By: 
Deputy City Attorney

ESTOPPEL AND AGREEMENT REGARDING PARKING AGREEMENT

32678

This **ESTOPPEL AND AGREEMENT REGARDING PARKING AGREEMENT** (this "Agreement") dated March 19, 2013, is made among **6TH & PINE DEVELOPMENT, LLC**, a California limited liability company, whose address is 741 Atlantic Avenue, Long Beach, California 90813 ("Licensee"), the **CITY OF LONG BEACH**, a California municipal corporation, whose address is 333 West Ocean Boulevard, 13th Floor, Long Beach, California 90802 (the "City"), and **MOLINA HEALTHCARE, INC.**, a Delaware corporation, whose address is 200 Oceangate, Suite 100, Long Beach, California 90802, Attention: General Counsel ("Tenant").

WHEREAS, Tenant and Licensee have entered into an Office Building Lease-Full Service Gross-Single Tenant Building(s), dated as of February 27, 2013 (the "Lease"), a Memorandum of which is to be recorded in the Official Records of Los Angeles County, California covering, among other property, the land (the "Land") described in Exhibit "A" which is attached hereto and incorporated herein by reference, and the improvements ("Improvements") thereon (or to be built thereon) (such Land and Improvements being herein together called the "Property");

WHEREAS, Licensee is the licensee under a Parking License Agreement by and between the City and Licensee entered into as of May 25, 2012 (as the same may from time to time be renewed, extended, amended or supplemented, the "Parking Agreement"), covering the use of up to five hundred (500) parking spaces located at one or more City-owned parking lots or structures, located within the City of Long Beach, California (herein referred to as the "Parking Premises"); and

WHEREAS, the term the "City" as used herein means the present licensor under the Parking Agreement, or, if the licensor's interest is transferred or assigned in any manner, the successor(s) or assign(s) occupying the position of licensor under the Parking Agreement at the time in question.

NOW THEREFORE, in consideration of the mutual agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Estoppel Certificate. The City and Licensee agree to execute and deliver from time to time, upon the reasonable request of the other party or of Tenant, a certificate regarding the status of the Parking Agreement, consisting of statements, if true (or if not, specifying why not), (a) that the Parking Agreement is in full force and effect, (b) the date through which payments have been paid, (c) the nature of any amendments or modifications of the Parking Agreement, (d) to the best of the City's and Licensee's knowledge, respectively, no default exists under the Parking Agreement, (e) to the best of the City's and Licensee's knowledge, respectively, no setoffs, recoupments, estoppels, claims or counterclaims exist against the City, and (f) such other matters as may be reasonably requested.

2. Acknowledgement and Agreement by the City. The City acknowledges and agrees as follows:

(a) From and after the date hereof, in the event of a default by the Licensee under the Parking Agreement, the City shall give Tenant notice of such default concurrently at the time of delivery of notice of such default to the Licensee, and shall afford Tenant an opportunity to cure such default prior to termination of the Parking Agreement by the City, all pursuant to Section 14 of the Parking Agreement; provided, however, that Tenant shall have no duty or obligation to cure or remedy any breach or default. Notwithstanding the terms of the Parking Agreement, the City hereby grants Tenant, in addition to the period given to Licensee for remedying defaults, an additional thirty (30) days to remedy, or cause to be remedied, any such default. It is specifically agreed that the City shall not, as to Tenant, require cure of any such default which is personal to Licensee, and therefore not susceptible to cure by Tenant. In the event that such default shall be cured, either by Tenant or by Licensee, the City agrees that Tenant's use of the Parking Premises pursuant to the Parking Agreement shall not be disturbed and that the Parking Agreement shall not be subject to termination as a result of the occurrence of such default, which is cured either by Tenant or Licensee. The City shall accept performance by Tenant of any term, covenant, condition or agreement to be performed by Licensee under the Parking Agreement with the same force and effect as though performed by Licensee. No Licensee default under the Parking Agreement shall exist or shall be deemed to exist as long as Tenant, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure; provided that in no event shall such cure period exceed ninety (90) days.

(b) In the event of the termination of the Parking Agreement by reason of any default thereunder by Licensee, upon Tenant's written request, given within thirty (30) days after any such termination, the City, within fifteen (15) days after receipt of such request, shall execute and deliver to Tenant a new lease of the Parking Premises for the remainder of the term of the Parking Agreement upon all of the terms, covenants and conditions of the Parking Agreement. Tenant shall not become liable under the Parking Agreement unless and until Tenant becomes, and then only with respect to periods in which the Tenant succeeds to the interests of Licensee under the Parking Agreement.

(c) The City shall send a copy of any notice or statement under the Parking Agreement to Tenant at the same time such notice or statement is sent to Licensee if such notice or statement has a material impact on the economic terms, operating covenants or duration of the Parking Agreement. The City represents and warrants to Tenant that a true and complete copy of the Parking Agreement has been delivered by the City to Tenant.

3. Acknowledgment and Agreement by Licensee. Licensee, as licensee under the Parking Agreement, acknowledges and agrees for itself and its heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Tenant of any of its rights under the Lease, or in any way release Licensee from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Lease; and (b) the provisions of the Lease remain in full force and effect and must be complied with by Licensee. Licensee shall send a copy of any notice or statement under the Parking Agreement to Tenant at the same time

such notice or statement is sent the City if such notice or statement has a material impact on the economic terms, operating covenants or duration of the Parking Agreement.

4. Parking Agreement Status. The City and Licensee certify to Tenant that neither the City nor Licensee has knowledge of any default on the part of the other under the Parking Agreement, that the Parking Agreement is bona fide and contains all of the agreements of the parties thereto with respect to the letting of the Parking Premises, that the Parking Agreement has not been modified or amended and that all of the agreements and provisions therein contained are in full force and effect.

5. Notices. All notices, request, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by expedited delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the beginning of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Paragraph 5 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Parking Agreement or to require giving notice or demand to or upon any persons in any situation or for any person.

6. Miscellaneous.

(a) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the estate and rights created pursuant to the Lease.

(b) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns, and any subsequent owner of the Property, and its heirs, personal representatives, successors and assigns; provided, however, that in such event, the Parking Agreement shall remain in full force and effect, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Licensee's interest is assigned or transferred; and provided further that the interest of Licensee under this Agreement may not be assigned or transferred without the prior written consent of Tenant and the City.

(c) THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF CALIFORNIA.

(d) The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" as used in this Agreement refer to this entire Agreement and not to any particular section or provision.

(e) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(f) If any provision of the Agreement, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegibility, or unenforceability did not exist.

(g) Each individual executing this Agreement on behalf of the parties hereto represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of such entity, and that this Agreement is binding upon such party, in accordance with the terms of this Agreement.

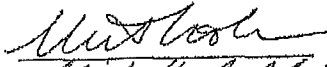
(h) This Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.


LICENSEE:

6TH & PINE DEVELOPMENT, LLC,
a California limited partnership

By: 
Name: Michelle A. Molina
Title: Manager

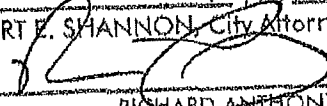
CITY:

CITY OF LONG BEACH, a California municipal corporation

By:  Assistant City Manager
Name: Suzanne Frick
Title: Ass. City Manager

EXECUTED PURSUANT
TO SECTION 801 OF
THE CITY CHARTER.

APPROVED AS TO FORM

3.19.2013
ROBERT E. SHANNON, City Attorney
By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

TENANT:

MOLINA HEALTHCARE, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

LICENSEE:

6TH & PINE DEVELOPMENT, LLC,
a California limited partnership

By: _____
Name: _____
Title: _____

CITY:

CITY OF LONG BEACH, a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM
3.19.2013
ROBERT E. SHANNON, City Attorney
RICHARD ANTHONY
CITY ATTORNEY

TENANT:

MOLINA HEALTHCARE, INC.,
a Delaware corporation

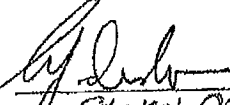
By: 
Name: Steven Orlando
Title: Special Committee Chairman

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST 371 1/2 FEET OF LOTS 1 AND 3, IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID LAND ON THE WEST LYING BETWEEN THE PROLONGATION OF THE NORTHERLY LINE OF LOT 1 AND THE SOUTHERLY LINE OF LOT 3 BY 8 FEET, AS VACATED IN RESOLUTION NO. C-24596 OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 200 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING FOR, BORING, EXTRACTING, DRILLING, MINING, PROSPECTING FOR, REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED TO THE GRANTOR THEREIN IN DEED EXECUTED BY TITLE INSURANCE AND TRUST COMPANY, TRUSTEE UNDER AGREEMENT AND DECLARATION OF TRUST EXECUTED HEREOF CREATING THOSE CERTAIN TRUSTS KNOWN AS ALBERT C. SELLERY TRUST AND THE ELEANOR D. SELLERY TRUST, RECORDED JULY 15, 1969 AS INSTRUMENT NO. 420, OF OFFICIAL RECORDS.

APN: 7273-025-013

PARCEL 2:

LOTS 5 AND 7, IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID LAND ON THE WEST LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY LINE OF LOT 5 AND THE SOUTHERLY LINE OF LOT 7, BY 8 FEET, AS VACATED IN RESOLUTION NO., C-24596 OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

APN: 7273-025-015

PARCEL 3:

THE SOUTH 5 FEET OF LOT 6 AND ALL OF LOT 8, IN BLOCK 41 OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID LAND ON THE EAST LYING BETWEEN THE PROLONGATION OF THE NORTHERLY LINE OF THE SOUTHERLY 5 FEET OF LOT 6 AND THE PROLONGATION OF THE SOUTHERLY LINE OF LOT 7, BY 8 FEET, AS VACATED IN RESOLUTION NO. C-24596 OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

APN: 7273-025-016

PARCEL 4:

LOTS 10, 12 AND 14, IN BLOCK 41 OF THE TOWNSITE OF LONG BEACH, OF THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGE 91 OF MISCELLANEOUS RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID LAND ON THE EAST LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY LINE OF LOT 10 AND THE SOUTHERLY LINE OF LOT 14, BY 8 FEET, AS VACATED IN RESOLUTION NO. C-24596 OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 200 FEET FROM THE SURFACE THEREOF, WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY EDWARD R. LOVELL, TRUSTEE IN DEED RECORDED DECEMBER 1, 1971 AS INSTRUMENT NO. 155, OF OFFICIAL RECORDS.

APN: 7273-025-019 (PORTION)

PARCEL 5:

LOTS 17 TO 21 INCLUSIVE IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 10 FEET WIDE ADJOINING SAID LAND ON THE NORTH LYING BETWEEN THE PROLONGATIONS OF THE WESTERLY LINE OF LOT 17 AND THE EASTERLY LINE OF LOT 21 BY 5 FEET, AS VACATED IN RESOLUTION NO. C-21081, OF THE CITY OF LONG BEACH, RECORDED APRIL 10,

1972 AS INSTRUMENT NO. 2966 AND RECORDED MAY 9, 1972 AS INSTRUMENT NO. 3947, OF OFFICIAL RECORDS.

APN: 7273-025-020 (PORTION)

PARCEL 6:

LOTS 9, 11 AND 13, IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING SAID AND ON THE WEST LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY LINE OF LOT 9 AND THE SOUTHERLY LINE OF LOT 13 BY 8 FEET, AS VACATED IN RESOLUTION NO. C-24596, OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

APN: 7273-025-017, 018 (PORTION)

PARCEL 7:

LOTS 24 TO 28 INCLUSIVE IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGES 91 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 10 FEET WIDE ADJOINING SAID LAND ON THE NORTH LYING BETWEEN THE PROLONGATIONS OF THE WESTERLY LINE OF LOT 24 AND THE EASTERLY LINE OF LOT 28 BY 5 FEET, AS VACATED IN RESOLUTION NO. C-21081, OF THE CITY OF LONG BEACH, RECORDED April 10, 1972 AS INSTRUMENT NO. 2966 AND RECORDED MAY 9, 1972 AS INSTRUMENT NO. 3947, OF OFFICIAL RECORDS.

EXCEPT ALL OIL GAS AND OTHER HYDROCARBONS, IN AND UNDER THAT PORTION OF SAID LAND LOCATED MORE THAN 100 FEET BELOW THE SURFACE THEREOF BUT WITH NO RIGHT OF USE OF THE SURFACE OF SAID LANDS OR ANY PORTION THEREOF WITHIN 100 FEET OF THE SURFACE, AS RESERVED BY COVENANT PRESBYTERIAN CHURCH OF LONG BEACH, CALIFORNIA, IN DEED RECORDED MAY 19, 1965 AS INSTRUMENT NO. 999, OF OFFICIAL RECORDS.

APN: 7273-025-021 (PORTION)

PARCEL 8:

LOTS 15, 16, 22 AND 23, IN BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 PAGE 91 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY 10 FEET WIDE ADJOINING LOTS 15 AND 16 ON THE SOUTH LYING BETWEEN THE PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOTS 15 AND 16, BY 5 FEET, AS VACATED IN RESOLUTION NO. C-21081, OF THE CITY OF LONG BEACH, RECORDED APRIL 10, 1972 AS INSTRUMENT NO. 2966 AND RECORDED MAY 9, 1972 AS INSTRUMENT NO. 3947 AND ALSO TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING LOT 15 ON THE WEST AND ADJOINING LOT 16 ON THE EAST, LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY AND SOUTHERLY LINES OF SAID LOTS 15 AND 16, BY 8 FEET, RESPECTIVELY, AS VACATED IN RESOLUTION NO. C-24596, OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

ALSO TOGETHER WITH THAT PORTION OF THE ALLEY 10 FEET WIDE ADJOINING LOTS 22 AND 23 OF THE NORTH, LYING BETWEEN THE PROLONGATIONS OF THE EASTERLY AND WESTERLY LINES OF SAID LOTS 22 AND 23, BY 5 FEET, AS VACATED IN RESOLUTION NO. C-21081, OF THE CITY OF LONG BEACH, RECORDED APRIL 10, 1972 AS INSTRUMENT NO. 2966 AND RECORDED MAY 9, 1972 AS INSTRUMENT NO. 3947 AND ALSO TOGETHER WITH THAT PORTION OF THE ALLEY 16 FEET WIDE ADJOINING LOT 22 ON THE EAST AND ADJOINING LOT 23 ON THE WEST, LYING BETWEEN THE PROLONGATIONS OF THE NORTHERLY AND SOUTHERLY LINES OF SAID LOTS 22 AND 23, BY 8 FEET, RESPECTIVELY, AS VACATED IN RESOLUTION NO. C-24596, OF THE CITY OF LONG BEACH, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, OF OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL GAS, AND OTHER HYDROCARBONS, IN AND UNDER THAT PORTION OF SAID LAND LOCATED MORE THAN 100 FEET BELOW THE SURFACE THEREOF, BUT WITH NO RIGHT OF USE OF THE SURFACE OF SAID LANDS OR ANY PORTION THEREOF WITHIN 100 FEET OF THE SURFACE, RESERVED IN DEED RECORDED MAY 19, 1965 AS INSTRUMENT NO. 999, OF OFFICIAL RECORDS.

APN: 7273-025-018 (PORTION), 7273-025-019 (PORTION), 7273-025-020 (PORTION), 7273-025-021 (PORTION)

PARCEL 9:

THE EAST 112.5 FEET OF LOTS 1 AND 3, BLOCK 41, OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 91 TO 96 INCLUSIVE OF

MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER MINERAL RIGHTS IN AND UNDER SAID PROPERTY TOGETHER WITH THE EXCLUSIVE RIGHT TO USE SUCH PORTION OF SAID PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR THE EXTRACTION OF OIL GAS AND MINERALS FROM SAID PROPERTY OR PROPERTY IN THE VICINITY THEREOF; HOWEVER, WITH NO RIGHTS OF SURFACE ENTRY WHATSOEVER, AS RESERVED TO THE GRANTOR THEREIN IN DEED EXECUTED BY SOCONY MOBIL OIL COMPANY, INC., A NEW YORK CORPORATION, SUCCESSOR BY MERGER TO GENERAL PETROLEUM CORPORATION, FORMERLY KNOWN AS GENERAL PETROLEUM CORPORATION OF CALIFORNIA, RECORDED MARCH 2, 1966.

APN: 7273-025-001

PARCEL 10:

LOTS 2 AND 4 AND THE NORTH 20 FEET OF THE LOT 6 IN BLOCK 41 OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19, PAGE(S) 91 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF TRIBUNE COURT VACATED BY THE CITY OF LONG BEACH, RESOLUTION NO. 24596, RECORDED NOVEMBER 14, 1988 AS INSTRUMENT NO. 88-1824834, LYING NORTHERLY OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE FEET THE SOUTHERLY 20 FEET OF LOT 6, LYING SOUTHERLY OF THE SOUTHERLY LINE OF 7TH STREET, 80 FEET WIDE, LYING EASTERLY OF THE EASTERLY LINE OF LOTS 2, 4 AND 6 LYING WESTERLY OF THE EASTERLY LINE OF THE WEST 8 FEET OF SAID TRIBUNE COURT.

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 5 FEET OF LOT 6, AND ALL OF LOT 5, AND LOTS 7 THROUGH 28, INCLUSIVE, IN BLOCK 41 OF LONG BEACH, CITY OF LONG BEACH, AS PER MAP RECORDED IN BOOK 19 OF PAGES 91 TO 96 INCLUSIVE OF MISCELLANEOUS RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, AS GRANTED BY DOCUMENT RECORDED NOVEMBER 7, 1988, AS INSTRUMENT NO. 88-1791681, OFFICIAL RECORDS.

EXCEPT THEREFROM ALL MINERALS, GAS, OIL, PETROLEUM, NAPHTHA AND OTHER HYDROCARBON SUBSTANCES LOCATED IN AND UNDER SAID LAND BELOW A DEPTH OF 200 FEET FROM THE SURFACE THEREOF, WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED APRIL 16, 1993 AS INSTRUMENT NO. 93-716425 OFFICIAL RECORDS.

APN: 7273-025-014 (PORTION)

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

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FIRST AMENDMENT TO PARKING LICENSE AGREEMENT NO. 32678

THIS FIRST AMENDMENT TO PARKING LICENSE AGREEMENT NO. 32678 ("Amendment") is entered into this 7th day of August, 2015, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 19, 2015, by and between the CITY OF LONG BEACH, a California municipal corporation ("Licensor"), and 6TH & PINE DEVELOPMENT, LLC, a California limited liability company ("Licensee").

WHEREAS, City and Licensee entered into that certain Parking License Agreement dated as of May 25, 2012 (the "Agreement"), pursuant to which City granted to Licensee the use of not more than five hundred (500) parking spaces located on more than one City-owned parking lot or structure located anywhere within the City limits; and

WHEREAS, City and Licensee desire to amend the Agreement by extending the term for an additional period of five (5) years and establishing a radius of five (5) miles from the Site for parking spaces;

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

1. The term of the Agreement is hereby extended to December 31, 2029. The parties shall each still have two (2) options as provided in the Agreement.
2. Section 1 of the Agreement is amended so that the Parking Spaces (as defined in the Agreement) may be located anywhere within a five (5) mile radius of the Site (as defined in the Agreement), which such radius is shown on the attached Exhibit A to this Amendment, as opposed to anywhere within the City limits.
3. Except as amended by this Amendment, Parking License Agreement No. 32678 remains unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed as of the date first stated above.

CITY OF LONG BEACH, a California municipal corporation

EXECUTED PURSUANT TO SECTION 801 OF THE CITY CHARTER.

Dated: 8/10/18

By: [Signature]
Name: Patrick H. West
Title: City Manager

"CITY" Assistant City Manager

6TH & PINE DEVELOPMENT, LLC, a California limited liability company

Dated: 7/16/15

By: [Signature]
Name: Michelle A. Molina
Title: Manager

"LICENSEE"

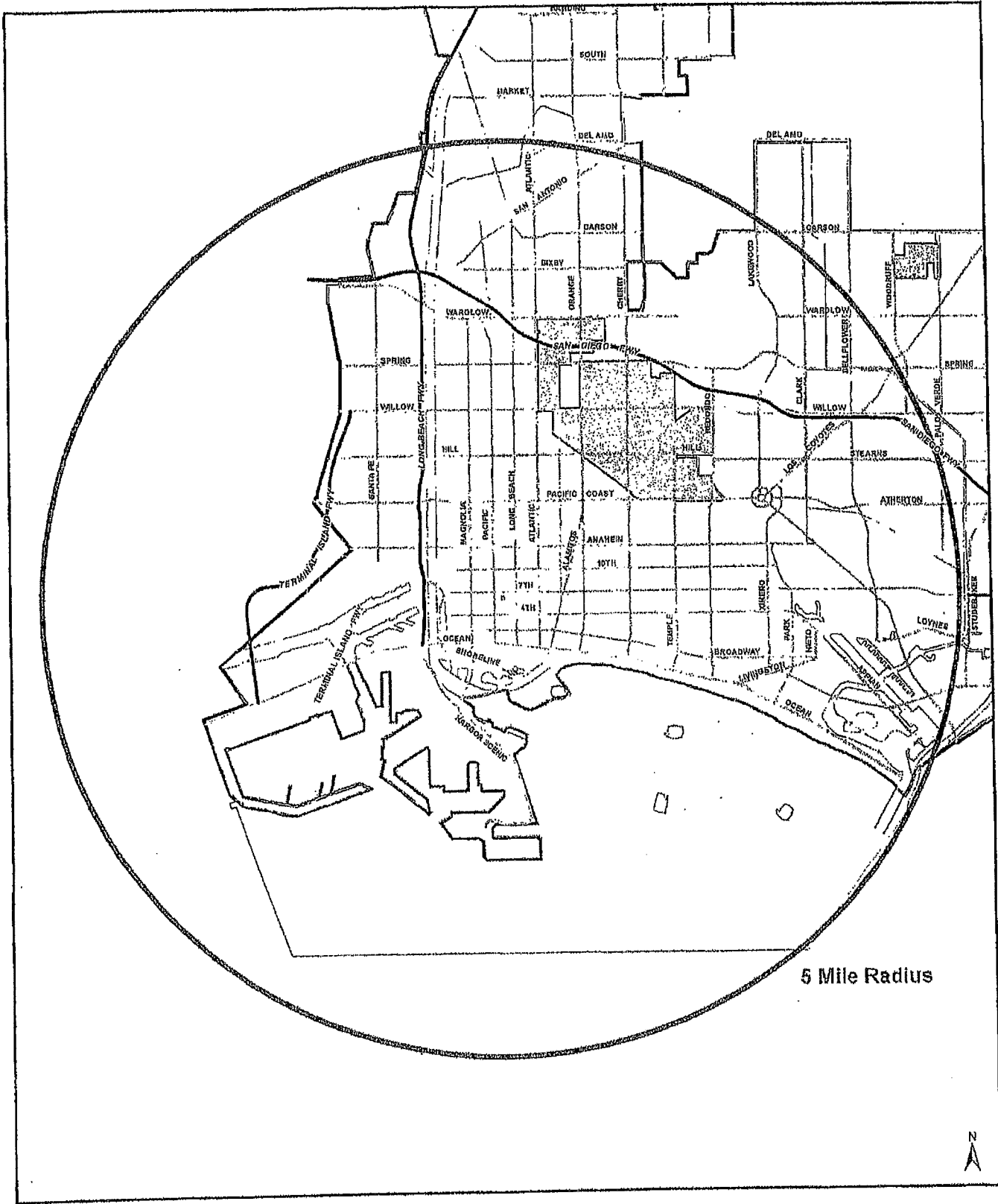
The foregoing First Amendment to Parking License Agreement No. 32678 is approved as to form on July 29, 2015.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy

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

EXHIBIT A



5 Mile Radius

6th St. and Pine Ave. Five Mile Radius