

1 AMENDED AND RESTATED LEASE NO. 11576

2 **11576**

3 THIS AMENDED AND RESTATED LEASE NO. 11576 ("Lease") is entered
4 into as of this 1st day of October, 2014 ("Effective Date"), between the CITY OF LONG
5 BEACH, a California municipal corporation ("Landlord"), and LEGACY PARTNERS I
6 LONG BEACH OCEANGATE, LLC, a Delaware limited liability company ("Tenant"),
7 pursuant to a minute order adopted by the City Council of the City of Long Beach at its
8 meeting of December 2, 2014. Landlord and Boise Cascade Urban Development
9 Corporation, as predecessor-in-interest to Tenant, executed that certain Lease No. 11576
10 (including all amendments and assignments, the "Original Lease") dated as of February
11 16, 1973. This Lease supersedes and replaces the Original Lease in its entirety.

12 In consideration of the covenants and conditions contained below, Landlord
13 agrees to lease to Tenant and Tenant agrees to lease from Landlord the real property
14 hereinafter defined as the Premises upon the following terms and conditions:

15 1. Landlord hereby leases to Tenant and Tenant hereby accepts "as is"
16 and leases from Landlord the property indicated on Exhibit "A" attached hereto and
17 incorporated herein by this reference, consisting of approximately 52 parking spaces
18 ("Premises").

19 2. The term of this Lease shall commence on the date first set forth
20 above, and shall terminate on June 30, 2054, unless sooner terminated as provided in
21 this Lease.

22 3. The following sets out Tenant's rent obligation to Landlord.

23 3.1 Effective and retroactive to October 1, 2014 and continuing
24 monthly thereafter during the term of this Lease (subject to adjustment as set forth
25 below), Tenant shall pay to Landlord Two Thousand One Hundred Fifty-Seven
26 Dollars (\$2,157.00) per month, in advance, without deduction, setoff, notice or
27 demand, except as set forth herein, on the first day of each month.

28 3.2 The rent shall be adjusted during the term as of each of the

1 fifth, tenth, fifteenth, twentieth, twenty-fifth, thirtieth and thirty-fifth anniversary date
2 of the Effective Date of the Lease to reflect the increase (if any) in the Consumer
3 Price Index for All Urban Consumers, All Items, Base Period, for the Los Angeles-
4 Riverside-Orange County, CA Area, published by the United States Department of
5 Labor, Bureau of Labor Statistics ("index"). If the index for the month of June in
6 the year of such review (hereinafter referred to as the "current index") is more than
7 the index for the month of June in the year which is five years prior to the year of
8 such review (hereinafter referred to as the "beginning index"), then the then-
9 current monthly rental payable by Tenant to Landlord thereafter, unless and until
10 adjusted as a result of further periodic reviews, shall be increased by the same
11 percentage that the current index increased over the beginning index; provided,
12 however, that in no event shall the annual rental payable under the Lease
13 decrease.

14 3.3 If Tenant fails to pay rent before the fifteenth day of the month
15 for which rent is due, Tenant shall pay a late fee equal to five percent (5%) of the
16 monthly rent for that month. This late fee does not establish a grace period.
17 Landlord and Tenant agree that the charge is presumed to be the damages
18 sustained by Landlord for Tenant's late payment of rent and that it is impracticable
19 or difficult to fix the actual damages.

20 4. [INTENTIONALLY OMMITTED].

21 5. The Premises shall be used solely for the parking of motor vehicles
22 and for no other purpose (including without limitation the operation of a car wash or an
23 auto repair shop). The parties agree that this Lease covers only the surface of the
24 Premises and only so much of the subsurface, if any, as is reasonably necessary for
25 Tenant's use of the Premises as permitted herein.

26 6. Tenant shall, at its sole expense, keep the Premises and all
27 improvements thereon in a neat, safe and sanitary condition, and in compliance with
28 applicable laws (unless any non-compliance with such laws is due to the condition of the

1 adjacent and overhead bridge and roadway owned by Landlord (the "Bridge")). Tenant
2 shall keep the Premises free of trash, garbage and litter. Tenant hereby waives to the
3 extent permitted by law any right to make repairs at the expense of Landlord or to vacate
4 the Premises in lieu thereof as may be provided by law.

5 7. Landlord shall, at its sole expense, keep the structural portions of the
6 Bridge in a neat, safe and sanitary condition, and in compliance with applicable laws.
7 Landlord shall repair any defect in the Premises not caused by the use, misuse or
8 negligence of Tenant or any of Tenant's business invitees, and if Landlord fails to so
9 repair any such defect within sixty (60) days after receipt of notice from Tenant of the
10 need therefor (except that no notice shall be required in the event of an emergency), then
11 Tenant may terminate this Lease and vacate the Premises. Landlord shall have no
12 responsibility to repair or maintain the Premises during the term of this Lease, except as
13 set forth above.

14 8. Tenant shall not erect any improvements in the Premises without the
15 prior written approval of the City Manager of the City of Long Beach ("Manager"), which
16 approval shall not be unreasonably withheld, conditioned or delayed. Any such
17 improvement shall be at the sole expense of Tenant. Notwithstanding the foregoing,
18 Tenant may pave and stripe the Premises without prior written approval of Landlord or
19 Manager.

20 9. Landlord shall not provide any utilities to the Premises. Tenant shall
21 arrange and pay for the installation and use of all utilities of whatsoever kind to the
22 Premises.

23 10. Subject to applicable laws, rules, and regulations, Tenant shall not
24 discriminate against anyone on the basis of age, gender, sexual orientation, AIDS, HIV
25 status, marital status, race, religion, creed, ancestry, national origin, disability, or
26 handicap in the use of the Premises.

27 11. Tenant acknowledges that this Lease may create a possessory
28 interest subject to property taxation and that Tenant may be liable for payment of taxes

1 levied on such interest. Tenant shall promptly pay, prior to delinquency, all taxes,
2 assessments, and other governmental fees that may be levied against the Premises (but
3 not the Bridge), and any improvements or personal property on the Premises (but not the
4 Bridge) and on any possessory interest created by this Lease, and provide proof of
5 payment to Landlord on demand.

6 12. In partial performance of the obligations of this Lease, Tenant shall
7 procure and maintain at Tenant's expense for the duration of this Lease including any
8 extensions, renewals, or holding over thereof, from an insurance carrier that is admitted
9 to write insurance in the State of California or from a non-admitted insurer, authorized in
10 the State of California, that has a rating of or equivalent to an A:VIII by A.M. Best
11 Company the following language:

12 a. Commercial general liability insurance (equivalent in scope to ISO
13 form CG 00 01 11 85 or 11 88), including garage keepers legal liability if Tenant is
14 providing valet parking services, broad form contractual liability and cross liability
15 protection. Such commercial general liability insurance shall be in an amount not
16 less than One Million Dollars (\$1,000,000) combined single limit per occurrence. If
17 the policy contains a general aggregate, it shall be in an amount not less than Two
18 Million Dollars (US \$2,000,000) general aggregate. Such insurance shall contain
19 the following endorsements: (i) an endorsement equivalent in coverage scope to
20 ISO form CG 20 26 11 85 naming the City of Long Beach, its officials, employees
21 and agents as additional insureds from and against claims, demands, causes of
22 action, expenses, costs, or liability for injury to or death of persons, or damage to
23 or loss of property arising out of activities performed by or on behalf of the Tenant;
24 and (ii) an endorsement stating that the insurance is primary insurance with
25 respect to Landlord and that any insurance or self-insurance maintained by the
26 Landlord is excess and shall not contribute to any insurance or self-insurance
27 maintained by the Tenant. Tenant will notify Landlord in advance of any
28 cancellation or non-renewal or material change in coverage in writing and at least

1 fifteen (15) days prior to such change.

2 b. All Risk property insurance, including flood and earthquake (if
3 available at commercially reasonable rates), covering the full replacement value of
4 any of the Tenant's personal property, equipment, or improvements on the
5 Premises. Such insurance shall contain an endorsement stating that the
6 insurance is primary insurance with respect to Landlord and that any insurance or
7 self-insurance maintained by the Landlord is excess and shall not contribute to any
8 insurance or self-insurance maintained by the Tenant. Tenant will notify Landlord
9 in advance of any cancellation or non-renewal or material change in coverage in
10 writing and at least fifteen (15) days prior to such change.

11 Any self-insurance program, self-insurance retention, or deductible must be
12 approved separately in writing by Landlord and shall protect the City of Long Beach, its
13 officials, employees, and agents in the same manner and to the same extent as they
14 would have been protected had the policy not contained a retention provision.

15 With respect to damage to property, Landlord and Tenant hereby waive all
16 rights of subrogation, one against the other, but only to the extent that collectible
17 commercial insurance is available for said damage.

18 Tenant shall deliver to Landlord certificates of insurance and copies of the
19 endorsements required herein for approval as to sufficiency and form prior to the
20 expiration dates thereof. The certificates shall contain the signature of a person
21 authorized by that insurer to bind coverage on its behalf. Not more frequently than every
22 three (3) years, if in the reasonable opinion of Landlord or of Landlord's Risk Manager or
23 designee, the amount of the foregoing insurance coverage is not adequate for the uses
24 permitted by Tenant under this Lease, Tenant shall increase the insurance coverage as
25 reasonably required by Landlord.

26 Such insurance as required herein shall not be deemed to limit Tenant's
27 liability relating to performance under this Lease. The procuring of insurance shall not be
28 construed as a limitation on liability or as full performance of the indemnification and hold

1 harmless provisions of this Lease.

2 Any modification or waiver of the insurance requirements herein shall be
3 made only with the written approval of the Landlord's Risk Manager or designee, which
4 approval shall not be unreasonably withheld, conditioned or delayed.

5 13. Tenant agrees that nothing contained in this Lease creates any right
6 in Tenant for any relocation assistance or payment pursuant to the provisions of the
7 California Government Code from Landlord on the termination of this Lease.

8 14. Any notice required hereunder shall be in writing and personally
9 served, sent by overnight courier, or deposited in the U. S. Postal Service, registered or
10 certified mail (with return receipt requested), postage prepaid to (i) Landlord at 333 W.
11 Ocean Boulevard, 13th Floor, Long Beach, California 90802, attention City Manager with
12 a copy to the attention of The City Attorney of the City of Long Beach at 333 W. Ocean
13 Blvd. 11th floor, or (ii) Tenant at 100 Oceangate, Long Beach, California 90802, Attention:
14 Property Manager. Notice shall be deemed effective on the date of mailing or on the date
15 personal service is obtained, whichever first occurs. Change of address shall be given as
16 provided herein for notices.

17 15. No goods, merchandise, supplies, personal property, materials, or
18 items of any kind shall be kept, stored, sold or brought upon the Premises which are in
19 any way explosive or hazardous, except for typical materials used in the operation of
20 automobiles and/or cleaning supplies, provided that the same are kept and stored in
21 compliance with applicable laws. Landlord and Tenant shall comply with California
22 Health and Safety Code Section 25359.7 or its successor statute regarding notice to the
23 other party on discovery of the presence or suspected presence of any hazardous
24 substance on the Premises.

25 16. Tenant shall defend, indemnify and hold Landlord and its officials,
26 employees, and agents harmless from all claims, demands, damages, causes of action,
27 losses, liability, costs or expenses, including reasonable attorney's fees, of any kind or
28 nature whatsoever which Landlord, its officials, employees, and agents may incur for

1 injury to or death of persons or damage to or loss of property occurring in, on, or about
2 the Premises arising from the condition of the Premises (except to the extent caused by
3 Landlord and its officials, employees, and agents), acts or omissions of Tenant or
4 Tenant's employees, agents or invitees (but specifically excluding Landlord and its
5 officials, employees, and agents), the occupancy, use, or misuse of the Premises by
6 Tenant, Tenant's employees, agents, subtenants, licensees, patrons, concessionaires, or
7 visitors (but specifically excluding Landlord and its officials, employees, and agents), or
8 any breach of this Lease by Tenant. Landlord shall defend, indemnify and hold Tenant
9 and its employees and agents harmless from all claims, demands, damages, causes of
10 action, losses, liability, costs or expenses, including reasonable attorney's fees, of any
11 kind or nature whatsoever which Tenant, its employees and agents may incur for injury to
12 or death of persons or damage to or loss of property occurring in, on, or about the
13 Premises arising from the acts or omissions of Landlord or Landlord's officials,
14 employees or agents (but specifically excluding Tenant and its employees and agents),
15 or any breach of this Lease by Landlord.

16 17. Landlord shall not be liable to Tenant for any damages to Tenant or
17 Tenant's property from any cause, except for the gross negligence or willful misconduct
18 of Landlord or its officials, employees, or agents. To the extent permitted by law, Tenant
19 waives all claims against Landlord for damage or injury to person or property arising or
20 alleged to have arisen from any cause whatsoever, except for the gross negligence or
21 willful misconduct of Landlord or its officials, employees, or agents.

22 18. Tenant shall not assign or transfer this Lease or any interest herein,
23 nor sublease the Premises or any part thereof, to any entity other than the entity which
24 owns the building adjacent to the Premises and located at 100 Oceangate, Long Beach,
25 California. Notwithstanding the above, during the term of this Lease, Tenant may
26 mortgage, pledge, assign or encumber Tenant's interest under this Lease and the
27 leasehold estate hereby created to a lender or future owner of the building located at 100
28 Oceangate, Long Beach, California 90802, without Landlord's prior consent, and in that

1 connection may perform any and all acts and execute any and all instruments necessary
2 and proper to consummate any loan or sale, or other secured transactions and perfect
3 the security therefor to be given such lender on the security of the leasehold estate.

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

13 20. This Lease shall be binding on and inure to the benefit of the parties
14 and their successors, heirs, personal representatives, transferees, and assignees except
15 as provided in Section 18, and all of the parties hereto shall be jointly and severally liable
16 hereunder.

17 21. Tenant shall peaceably deliver possession of the Premises to
18 Landlord on the effective date of termination or expiration of this Lease. All alterations,
19 additions and other improvements in or upon the Premises shall be removed by Tenant
20 at Tenant's cost, unless Landlord authorizes such improvements to remain on the
21 Premises, in which case such improvements shall become the sole property of Landlord
22 and shall remain upon and be surrendered with the Premises as a part thereof; provided,
23 however, that in any event Tenant may remove all personal property and fixtures of any
24 kind installed or otherwise placed by Tenant in or upon the Premises.

25 22. In any action or proceeding relating to this Lease, the prevailing party
26 shall be entitled to its costs, including reasonable attorney's fees.

27 23. Landlord shall not be liable for and Tenant hereby waives all claims
28 against Landlord, its officials, employees and agents for loss, theft, or damage to vehicles

1 or any other personal property on or about the Premises from any cause except to the
2 extent caused by the gross negligence or willful misconduct of Landlord, its officials,
3 employees, or agents.

4 24. Landlord shall have the right to access the Premises immediately
5 and without notice if Landlord reasonably determines an emergency condition exists at
6 the Premises or in connection with the Bridge. Landlord shall otherwise have the right of
7 access to the Premises at all reasonable times upon at least forty-eight (48) hours prior
8 written notice to Tenant, and provided that Landlord gives Tenant an opportunity to
9 accompany Landlord, (a) to inspect the Premises, (b) to determine whether or not Tenant
10 is complying with the terms, covenants, and conditions of this Lease, (c) to serve, post, or
11 keep posted any notice (provided that any such notice shall be posted for no longer than
12 is reasonably necessary to accomplish its stated purpose, and Tenant reserves the right
13 to remove any such notice after such period of time), and (d) to conduct any necessary
14 repairs, maintenance or reconstruction of the Bridge. Tenant acknowledges that
15 Landlord's rights under this Section may deny Tenant use of some or all of the Premises.
16 Rent due under this Lease shall be proportionately abated during such periods when
17 Tenant is unable to use the Premises, or some portion thereof, due to Landlord's
18 exercise of its rights under this Section. Landlord reserves the right to terminate this
19 Lease on ninety (90) days advance written notice if the Premises, or any portion thereof,
20 are needed for reconstruction of the Bridge and upon completion the Premises shall no
21 longer be usable for parking purposes or if the Bridge and/or the Premises are
22 determined by Landlord to be unsafe.

23 25. Tenant shall not place, affix, maintain, or permit any sign,
24 advertisement, name, insignia, logo, descriptive material, or similar item (collectively
25 "sign") on the Premises without the prior written approval of Landlord, which approval
26 shall not be unreasonably withheld, conditioned or delayed; provided, however, that
27 Tenant may install typical parking signage, typical storage signage, directional signage
28 and/or plaque signage without Landlord's prior written approval. Any sign so approved

1 shall be maintained by Tenant, at its cost, in good condition. Any sign not approved by
2 Landlord in accordance with this Section may be removed by Landlord at Tenant's cost.
3 The reasonable cost of removal shall be payable by Tenant to Landlord within thirty (30)
4 days after receipt of an invoice with supporting documentation. Tenant shall remove any
5 approved sign, at its own cost, at the expiration or termination of this Lease. If Tenant
6 has not done so within fifteen (15) business days after termination or expiration and
7 repaired any damage caused by such removal, Landlord may do so and the reasonable
8 costs of such removal and repair shall be payable by Tenant to Landlord within thirty (30)
9 days after receipt of an invoice with supporting documentation.

10 26. Tenant shall promptly notify Landlord of damage or destruction to the
11 Premises and the date of same. Tenant shall promptly make proof of loss and proceed
12 to collect all valid claims that Tenant may have against Tenant's insurer for the coverage
13 described in Section 12(b) above based on such damage or destruction. All amounts
14 recovered by Tenant as a result of said claims shall be used first for the restoration of
15 Tenant's improvements on the Premises (provided that in no event shall Tenant be
16 obligated to restore any structural elements of the Premises or any portion of the Bridge),
17 which Tenant shall promptly begin, to the extent that it is feasible to do so (in Tenant's
18 determination), and thereafter diligently pursue so that the Premises is restored to
19 substantially the same condition as they were in immediately before such damage or
20 destruction (subject to receipt of sufficient insurance proceeds for the same). If existing
21 laws do not permit restoration or if, as a result of such damage or description, the
22 Premises is unsafe or unfit for the uses permitted under this Lease (in Tenant's
23 determination), then Tenant may terminate this Lease by notice to Landlord. In the event
24 of any damage or destruction to the Premises, rent and all other charges under this
25 Lease shall be abated in proportion to the area of the Premises that is damaged or
26 destroyed.

27 27. If the use or possession of the entire Premises or any material
28 portion thereof (i.e., a portion which, in Tenant's reasonable business judgment, renders

1 the balance of the Premises unsuitable for the uses permitted by Tenant under this
2 Lease) shall be taken in condemnation proceedings, then this Lease shall automatically
3 terminate when a right to occupancy or possession is acquired by the condemning
4 authority. If only a non-material portion of the Premises shall be taken in condemnation
5 proceedings, then this Lease shall continue in full force and effect, provided, that
6 thereafter, rent and all other charges under this Lease shall be reduced in the same
7 proportion as the area of the portion taken bears to the total area of the Premises
8 immediately prior to such taking.

9 28. Tenant, at its sole cost, shall comply with all laws, ordinances, rules
10 and regulations of and obtain such permits, licenses, and certificates required by all
11 federal, state and local governmental authorities having jurisdiction over the Premises
12 and business thereon, unless any failure to comply with any such laws, ordinances, rules
13 or regulations or any failure to obtain any such permits, licenses or certificates is due to
14 the condition of the Bridge.

15 29. If Tenant abandons the Premises or is dispossessed by operation of
16 law or otherwise, title to any personal property belonging to Tenant and left on the
17 Premises thirty (30) days after such abandonment or dispossession shall be deemed to
18 have been transferred to Landlord. Landlord shall thereafter have the right to remove
19 and to dispose of said property without liability to Tenant or to any person claiming under
20 Tenant, and shall have no duty to account therefor. Tenant hereby names Landlord's
21 City Manager as Tenant's attorney in fact to execute and deliver such documents or
22 instruments as may be reasonably required to dispose of such abandoned property and
23 transfer title thereto.

24 30. Defaults and Remedies.

25 30.1 Defaults - General. Failure by either party to perform any
26 term or provision of this Lease constitutes a default under this Lease, if not cured
27 within thirty (30) days from the date of receipt of a written notice from the other
28 party specifying the claimed default provided that, as to a non-monetary default, if

1 such default cannot reasonably be cured within such thirty (30) day period, the
2 party receiving such notice of default shall not be in default under this Lease if
3 such party commences the cure of such default within such thirty (30) day period
4 and thereafter diligently prosecutes the steps to cure such default to completion.

5 30.2 Institution of Legal Actions. In addition to any other rights or
6 remedies, either party may institute legal action to cure, correct, or remedy any
7 default (after the expiration, without cure, of all applicable notice and cure periods),
8 to recover damages for any default (after the expiration, without cure, of all
9 applicable notice and cure periods), or to obtain any other remedy consistent with
10 the purpose of this Lease. Such legal actions must be instituted in the South
11 Branch of the Superior Court of the County of Los Angeles, State of California, in
12 an appropriate municipal court in that county, or in the Federal District Court in the
13 Central District of California. The prevailing party in any action commenced
14 pursuant to this Lease shall be entitled to recover reasonable costs, expenses and
15 attorneys' fees.

16 30.3 Applicable Law. The laws of the State of California shall
17 govern the interpretation and enforcement of this Lease.

18 30.4 Service of Process. In the event any legal action is
19 commenced by Tenant against Landlord, service of process on Landlord shall be
20 made by personal service upon the City Clerk of the Landlord, or in such other
21 manner as may be provided by law. In the event that any legal action is
22 commenced by Landlord against Tenant, service of process on Tenant shall be
23 made as provided by law and shall be valid whether made within or without the
24 State of California.

25 30.5 Rights and Remedies Are Cumulative. Except as otherwise
26 expressly stated in this Lease, the rights and remedies of the parties are
27 cumulative, and the exercise by either party of one or more of such rights or
28 remedies shall not preclude the exercise by it, at the same or different times, of

1 any other rights or remedies for the same default or any other default by the other
2 party.

3 30.6 Inaction Not a Waiver of Default. Any failures or delays by
4 either party in asserting any of its rights and remedies as to any default shall not
5 operate as a waiver of any default or of any such rights or remedies or deprive
6 either such party of its right to institute and maintain any actions or proceedings
7 which it may deem necessary to protect, assert or enforce any such rights or
8 remedies.

9 30.7 Remedies. In the event of a default by Tenant, which is not
10 cured by Tenant within the times specified in this Lease, Landlord may, at any time
11 thereafter, by delivery of written notice to Tenant, declare this Lease and/or
12 Tenants right of possession at an end as of the date specified in such notice
13 (which shall not be less than thirty (30) days after the giving of such notice) and
14 may reenter the Premises by process of law. If Landlord terminates this Lease
15 pursuant to this Section, Landlord shall have the right to recover from Tenant:

16 30.7.1 The worth at the time of award of the unpaid rental
17 which has been earned at the time of termination;

18 30.7.2 The worth at the time of award of the amount by which
19 the unpaid rental which would have been earned after termination until the
20 time of award exceeds the amount of such rental loss that Tenant proves
21 could have been reasonably avoided; and

22 30.7.3 The worth at the time of award of the amount by which
23 the unpaid rental for the balance of the term after the time of award
24 exceeds the amount of such rental loss for the same period that Tenant
25 proves could be reasonably avoided.

26 30.7.4 The "worth at the time of award" of the amounts
27 referred to in Sections 31.7.1 and 31.7.2 above is computed by allowing
28 interest at the rate of seven percent (7%) per annum. The "worth at the

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

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time of award” of the amount referred to in Section 31.7.3 above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus 1%.

30.8 The remedies of Landlord as hereinabove provided are subject to the other provisions of this Lease, including Section 19.

30.9 Notwithstanding anything in this Lease to the contrary, Tenant shall not be liable to Landlord for any indirect or consequential damages or any injury or damage to, or interference with, Landlord's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

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

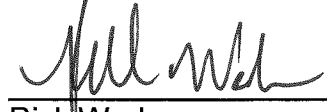
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IN WITNESS WHEREOF the parties have executed this Lease as of the date first above written.

LEGACY PARTNERS I LONG BEACH
OCEANGATE, LLC,
a Delaware limited liability company

By: Legacy Partners Realty Fund I, LLC,
a Delaware limited liability company,
its Managing Member

By: Legacy Partners Investment
Management Services, LLC,
a Delaware limited liability company,
its Managing Member

By: 
Rick Wada
Vice President

February 11, 2015

"Tenant"

CITY OF LONG BEACH, a municipal corporation

By: 
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

February 17, 2015

"Landlord"

Assistant City Manager

Approved as to form on February 11, 2015.

CHARLES PARKIN, City Attorney

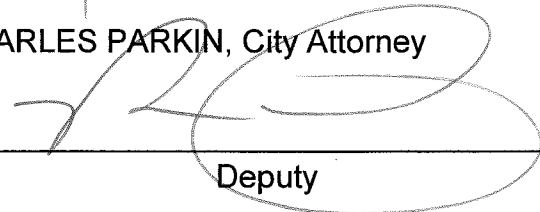
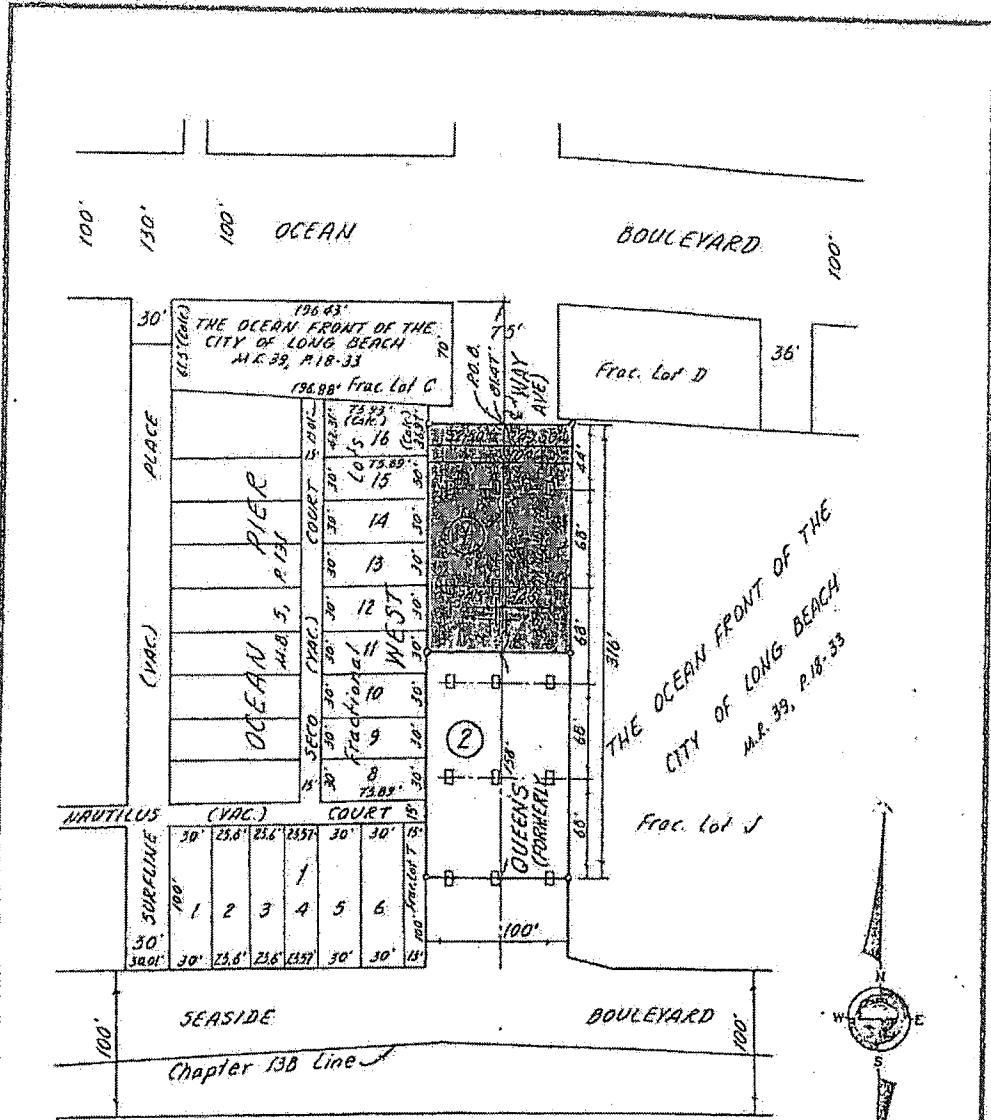
By: 
Deputy

EXHIBIT A
PAGE 1 OF 3



□ = LOCATION OF BRIDGE SUPPORT COLUMN

1" = 100'
Revised 1-25-72 RJ

DESIGNED BY DR. BY J.M.M. C'D BY L.E.T. SUBMITTED BY SECTION HEAD RECOMMENDED BY DEPUTY CITY ENGINEER R.C.E. 3675 APPROVED BY ASSISTANT CITY ENGINEER R.C.E. 3675	<p>CITY OF LONG BEACH, CALIFORNIA DEPARTMENT OF ENGINEERING</p> <p>SKETCH SHOWING LEASE AREAS BENEATH THE QUEEN'S WAY BRIDGE SOUTH OF OCEAN BOULEVARD.</p> <p>APPROVED 6/12 1970 CITY ENGINEER R.C.E. 3111</p>
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JOB No. FIELD BOOK DRAWING No. M-1172

EXHIBIT A
PAGE 2 OF 3

1
2
3 PARCEL 1.

4 That portion of Block 1 of Ocean Pier West,
5 in the City of Long Beach, County of Los Angeles,
6 State of California, as per map recorded in Book 5,
7 Page 131 of Maps in the office of the County Recorder
8 of the County of Los Angeles, including portions of
9 vacated streets and alleys described in Document 1808
10 recorded in Book D 4291, Pages 539 et seq., of Official
11 Records of said County, lying within the following
12 described boundary line:

13 Beginning at the northeast corner of Lot "C" of
14 The Ocean Front of the City of Long Beach, as
15 per map recorded in Book 39, pages 18 to 33,
16 inclusive, of Miscellaneous Records in the
17 office of said County Recorder, being the
18 intersection of the westerly line of Magnolia
19 Avenue, 75 feet in width, and the southerly
20 line of Ocean Boulevard, 100 feet in width;
21 thence S 0° 03' 38" E, along said westerly line
22 of Magnolia; to a line parallel to and 70 feet
23 southerly, measured at right angles, from said
24 southerly line of Ocean Boulevard; thence
25 S 89° 55' 49" W along said parallel line to
26 the True Point of Beginning on a line parallel
27 to and 15 feet westerly, measured at right
28 angles, from said westerly line of Magnolia
29 Avenue; thence continuing along said line
30 parallel to Ocean Boulevard, S 89° 55' 49" W
31 169.00 feet; thence at right angles to said
32 parallel line S 0° 04' 11" E 257.00 feet;
thence parallel to said southerly line of Ocean
Boulevard N 89° 55' 49" E 168.96 feet to the
aforementioned line parallel to and 15 feet
westerly of the westerly line of Magnolia Avenue;
thence N 0° 03' 38" W, along said last parallel
line, 257.00 feet to the True Point of Beginning.

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LONG BEACH, CALIFORNIA 90802
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EXHIBIT A
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2
3 PARCEL 2

4 Those portions of Blocks 1 and 2 of Ocean Pier West
5 as per map recorded in Book 5, page 131 of Maps in the
6 office of the County Recorder of the County of Los
7 Angeles, including portions of vacated streets and alleys
8 described in Document 1808 recorded in Book D 4291, pages
9 539 et seq. of Official Records of said County, lying
10 within the following described boundary line:

11 Beginning at the northeast corner of Lot "C",
12 The Ocean Front of the City of Long Beach, as
13 per map recorded in Book 39, pages 18 to 33,
14 inclusive, of Miscellaneous Records in the
15 office of said County Recorder, being the
16 intersection of the westerly line of Magnolia
17 Avenue, 75 feet in width, and the southerly
18 line of Ocean Boulevard, 100 feet in width;
19 thence S 0° 03' 38" E, along said westerly
20 line of Magnolia, to a line parallel to and
21 70 feet southerly, measured at right angles,
22 from said southerly line of Ocean Boulevard;
23 thence S 89° 55' 49" W along said parallel
24 line to a line parallel to and 15 feet westerly,
25 measured at right angles, from said westerly
26 line of Magnolia Avenue; thence continuing
27 along said line parallel to Ocean Boulevard,
28 S 89° 55' 49" W 169.00 feet to the True Point
29 of Beginning; thence at right angles to said
30 last parallel line, S 0° 04' 11" E 257.00
31 feet; thence at right angles, S 89° 55' 49" W
32 98.50 feet; thence at right angles, S 0° 04' 11"
E 63.00 feet; thence at right angles, S 89° 55' 49"
W 90.00 feet; thence at right angles, N 0° 04' 11"
W 175.00 feet; thence at right angles, S 89° 55'
49" W 74.00 feet; thence at right angles,
N 0° 04' 11" W 29.00 feet; thence at right angles,
N 89° 55' 49" E 74.00 feet; thence at right angles,
N 0° 04' 11" W 116.00 feet to said line parallel
to and 70 feet southerly of Ocean Boulevard;
thence N 89° 55' 49" E, along said last parallel
line, 188.50 feet to the True Point of Beginning.

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