

SUBLEASE

31465

THIS SUBLEASE is made and entered as of Nov. 16, 2009, for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach adopted at its meeting on April 24, 2007 by and between the CITY OF LONG BEACH, a municipal corporation ("Sublessor"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Sublessee").

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

WHEREAS, Sublessor entered a lease with the Lessor's predecessor-in-interest dated as of May 9, 1997, for premises more particularly described in said lease (City Contract No. 25165) and commonly known as 3447 Atlantic Avenue, Long Beach, California -a copy of said Lease and First (1ST), Second (2ND), Third (3RD), Fourth (4TH), Fifth (5TH) and Sixth (6TH) Amendments thereto are identified as Exhibit "C" and attached hereto and incorporated herein by this reference (the "Master Lease"); and

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

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

1. PREMISES. The Sublessor hereby subleases to the Sublessee and the Sublessee hereby subleases from the Sublessor those certain premises with appurtenances situated in the City of Long Beach, County of Los Angeles, California, and more particularly described as follows: Approximately three hundred twenty-eight (328) square feet of leased office space located at 3447 Atlantic Avenue, as shown on Exhibit "A" attached hereto and incorporated herein by this reference into this Sublease ("Premises"). Sublessor makes no warranties about the nature or condition of the Premises. Sublessee hereby waives any and all claims or causes of action for damages

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1 or performance against Sublessor for failure of the Premises to conform with Exhibit "A".
2 Sublessee agrees that its only remedy against Sublessor for failure of the Premises to
3 conform with Exhibit "A" is to quit the Premises.

4 2. TERM. The term of this Sublease shall commence upon execution
5 by the parties and shall terminate three (3) years thereafter. Sublessee may holdover on
6 a month-to-month basis with the expressed or implied consent of Sublessor.

7 3. RENT.

8 A. Sublessee shall pay to Sublessor as rent, in advance, each
9 month, without deduction, offset, notice, or demand, Six Hundred Twenty-three
10 Dollars (\$623.00) ("Rent") prorated for any partial month at the commencement of
11 the term.

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

16 4. USE. The Premises will be used exclusively for the Los Angeles
17 County Department of Children and Family Services and Probation Department. No
18 other use is permitted. In Sublessee's use of the Premises and Sublessee's operations
19 on the Premises, Sublessee will not create, cause or allow any nuisance on the
20 Premises. Sublessee's use of the Premises shall be in conformance with all applicable
21 laws and regulations and the rules and regulations of the Premises, as detailed on Exhibit

1 to maintain the Premises as required in the Master Lease, Sublessee shall notify
2 Sublessor of said failure and Sublessor will provide such maintenance. Sublessee
3 hereby waives to the extent permitted by law any right to make repairs at the expense of
4 Sublessor or Lessor. Sublessor's duty to maintain the Premises, if any, is described in
5 the Master Lease.

6 7. TELECOMMUNICATIONS AND TECHNOLOGY. Sublessee will
7 utilize existing phone lines serving the Premises and reimburse Sublessor for the monthly
8 cost of the lines and all charges made for long distance calls or any other costs billed to
9 those phone lines, including a proportional share of any taxes or fees imposed on the
10 account. Sublessee shall provide and maintain its own computers/technological
11 equipment including photocopiers, printers, scanners, etc. and Sublessee shall be
12 responsible for any additional costs associated with moving or installing such equipment.
13 No wiring or installation of equipment within the Premises or on the exterior of the facility
14 including rooftop communications equipment shall be conducted without the prior written
15 approval of the Sublessor, such approval shall not be unreasonably withheld. If requested
16 by Sublessee, Sublessee will pay Sublessor for other telecommunications services and
17 equipment to be provided by Sublessor as negotiated.

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

24 9. ACCESS CARDS. After hours access for employees may be
25 provided on a temporary basis as coordinated through the Sublessor's Workforce
26 Operations Officer, approval of which shall be granted at his or her sole discretion. The
27 cost of additional cards, or the replacement of any lost card, shall be borne by Sublessee,
28 at the rate of twenty dollars (\$20.00) per card.

1 10. SECURITY. Security is present in the building 7 a.m. to 7 p.m. on
2 workdays Monday through Friday. Any use of the Premises by the Sublessee after hours
3 or on weekends/holidays for programs or assistance to the general public and/or its
4 service community shall require the presence of security at Sublessee's sole cost and
5 expense, at the rate of thirty dollars (\$30.00) per hour. Additional security shall be
6 coordinated through the Workforce Operations officer upon five (5) business days prior
7 written notification

1 operations. Sublessee expressly warrants that it will not, at any time, hold itself out or in
2 any manner represent that Sublessee or any of its agents, volunteers, subscribers,
3 members, officers or employees are in any manner the officers, employees or agents of
4 the Sublessor or the Greater Long Beach Workforce Development Board (GLBWDB), an
5 unincorporated non-profit association. Sublessee shall not have any authority to bind the
6 Sublessor or GLBWDB for any purpose at any time during the term hereof. Sublessee or
7 any of Sublessee's officers, employees or agents shall not have the power or authority as
8 agent or employees of the Sublessor or GLBWDB and shall not be entitled to any of the
9 rights, privileges or benefits of a Sublessor or GLBWDB employee.

10 15. INDEMNITY.

11 A. Sublessee's Indemnity - Sublessee shall indemnify, defend
12 and hold harmless the Greater Long Beach Workforce Development Board
13 (GLBWDB), the City of Long Beach, the City Council, each member thereof,
14 present and future, their respective officers, agents and employees from and
15 against all loss, cost and expense, including attorney' fees, arising from any injury
16 or damage to any person or property, occurring in or about the building located at
17 3447 Atlantic Avenue, Long Beach, California (the "Building") or Premises as a
18 result of any negligent act, omission or willful misconduct of Sublessee or its
19 employees, or arising from any material breach or default under this Sublease by
20 Sublessee. The foregoing provisions shall not be construed to make Tenant
21 responsible for loss, damage, liability or expense resulting from injuries to third
22 parties caused by the negligence or willful misconduct of Sublessor, or its
23 officers, contractors licensees, agents, employees, or invitees.

24 B. Sublessor's Indemnity - Sublessor shall indemnify, defend,

1 negligent act, omission or willful misconduct of Sublessor, or its officers,
2 contractors, licensees, agents, employees, guests, or visitors, or arising from any
3 material breach or default under this Sublease by Sublessor. The foregoing
4 provisions shall not be construed to make Tenant responsible for loss, damage,
5 liability or expense resulting from injuries to third parties caused by the negligence
6 or willful misconduct of Sublessor, or its officers, contractors licensees, agents,
7 employees, or invitees.

8 C. Hazardous Materials – Sublessee shall not cause or permit,
9 nor allow any of Sublessee’s employees, agents, customers, visitors, invitees,
10 licensee, contractor, assignees, or subtenants to cause or permit any Hazardous
11 Materials to be brought upon, stored, manufactured, generated, blended, handled,
12 recycled, treated, disposed or used on, under or about the Premises, the Building
13 or the Common Areas, except for routine office and janitorial supplies in usual and
14 customary quantities stored, used, and disposed of in accordance with all
15 applicable Environmental Laws. As used herein, “Hazardous Materials” means
16 any chemical, substance, material, controlled substance, object, condition, waste,
17 living organism or combination thereof, whether solid, semi solid, liquid or
18 gaseous, which is or may be hazardous to human health or safety or to the
19 environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity,
20 toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other
21 harmful or potentially harmful properties or effects, including without limitation,
22 molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and
23 petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs),
24 refrigerants (including those substances defined in the Environmental Protection
25 Agency’s “Refrigerant Recycling Rule,” as amended from time to time) and all of
26 those chemicals, substances, materials, controlled substances, objects,
27 conditions, wastes, living organisms or combinations thereof which are now or
28 become in the future listed, defined or regulated in any manner by any

1 Environmental Law based upon, directly or indirectly, such properties or effects.
2 As used herein, "Environmental laws" means any and all federal, state, or local
3 environmental, health and/or safety-related laws, regulations, standard decisions
4 of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits
5 or permit conditions, currently existing and as amended, enacted, issued, or
6 adopted in the future which are or become applicable to Sublessee, the Premises,
7 the Building, or the Common Areas.

8 D. Sublessor Indemnity – Sublessor shall indemnify, protect,
9 defend (by counsel acceptable to Sublessee) and hold harmless Sublessee and its
10 Special Districts, elected and appointed officers, agents, and employees from and
11 against any and all claims, judgments, causes of action, damage, penalties, fine,
12 taxes, costs, liabilities, losses and expenses arising at any time during or after the

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1 duration of this Sublease and any extensions, renewals, or holding over thereof, from
2 insurance companies admitted to write insurance in the State of California or from
3 authorized non-admitted insurers and that have a minimum rating of or equivalent to
4 A:VIII by A.M. Best Company, or Sublessee may self-insure the following insurance:

5 (a) Commercial General Liability (equivalent in coverage scope to
6 Insurance Services Offices, Inc. (ISO) form CG 00 01 11 85 or CG 00 01
7 11 88) in an amount not less than One Million Dollars (\$1,000,000.00) per
8 occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
9 This insurance shall be endorsed to include the Greater Long Beach
10 Workforce Development Board (GLBWDB), City of Long Beach, and their
11 respective officials, employees, and agents as additional insureds by an
12 endorsement equivalent in coverage scope to ISO form CG 20 26 11 85.

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

16 (c) Workers' Compensation as required by the State of California
17 and employer's liability insurance in an amount not less than One Million
18 Dollars (\$1,000,000.00) per accident. The policy shall be endorsed to
19 waive the insurer's rights of subrogation against the Sublessor, its officials,
20 employees, and agents.

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

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

CLPWRD, the City of Long Beach or its officials, employees, or agents

1 or designee.

2 17. SIGNS. Sublessee shall not place, affix, maintain, or permit any
3 sign, advertisement, name, insignia, logo, descriptive material, flyers, or similar item
4 (collectively "sign") on the Premises without the prior written consent of Sublessor; said
5 consent shall not be unreasonably withheld.

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

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

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

1 personal property shall be deemed to have been transferred to Sublessor. After such
2 thirty (30) day period, Sublessor shall have the right to remove and to dispose of the
3 personal property without liability to Sublessee or to any person claiming under
4 Sublessee, and shall not need to account for its disposal. Sublessee hereby designates
5 Sublessor's City Manager as its attorney in fact to execute and deliver any documents
6 that are required to dispose of that personal property and transfer title to it. Sublessee
7 shall pay the cost of removal, storage, sale or destruction of personal property pursuant
8 to this Section 21 as additional rent. Sublessee hereby agrees to and shall defend,
9 indemnify and hold Sublessor, its officials and employees harmless from all claims,
10 demands, damage, loss, liability, causes of action, penalties, fines, costs and expenses,
11 including attorney's fees, arising from Sublessor's removal, storage, and disposal of
12 personal property that is abandoned by Sublessee pursuant to this Section 21.

13 22. RIGHT OF ENTRY. Sublessor, Lessor, and their representatives
14 shall have the right to enter the Premises at all reasonable times to inspect the Premises
15 to determine whether or not Sublessee is complying with the terms, covenants, and
16 conditions of this Sublease and the Master Lease, to serve, post, or keep posted any
17 notice, to take any reasonable or necessary action to protect the Premises, and as
18 otherwise provided in this Sublease and the Master Lease. Except in cases of
19 emergency, Sublessor shall provide reasonable advance notice of its intent to enter the
20 Premises pursuant to this Section 22. Sublessor and Lessor shall not be liable for
21 inconvenience, loss of business, or other damage arising from such entry. Sublessee
22 shall not be entitled to an abatement or reduction in rent if Sublessor or Lessor exercises
23 its right of entry hereunder. Sublessee shall not change or modify any locks or access
24 points without prior written approval of Sublessor.

25 23. SUBLESSOR'S RIGHT TO RE-ENTER. Sublessee shall peaceably
26 deliver possession of the Premises to Sublessor on the effective date of termination of
27 this Sublease. On giving notice of termination to Sublessee, Sublessor shall have the
28 right to re-enter and take possession of the Premises on the effective date of termination

1 without further notice of any kind and without institution of summary or regular legal
2 proceedings. Termination of the Sublease and re-entry of the Premises by Sublessor
3 shall in no way alter or diminish any obligation of Sublessee under the Sublease.
4 Sublessee waives any and all right of redemption under any existing or future law in the
5 event of eviction from the Premises and in the event Sublessor re-enters and takes
6 possession.

7 24. NO WAIVER OF RIGHTS. The failure or delay of Sublessor to re-
8 enter the Premises, to insist on strict enforcement of any term, covenant, or condition, or

20. Replacement of fixed lighting bulbs shall be requested through Sublandlord.

21. The Subtenant shall not conduct, and shall not permit any, canvassing or soliciting in the Building.

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1 over, under or across the Premises (collectively referred to as "transfer").

2 26. TIME. Time is of the essence in this Sublease, and every provision
3 hereof.

4 27. INTEGRATION AND AMENDMENTS. This Sublease, including the
5 Master Lease and amendments thereto, represents and constitutes the entire
6 understanding between the parties and supersedes all other agreements and
7 communications between the parties, oral or written, concerning the subject matter
8 herein. This Sublease shall not be modified except in writing duly signed by the parties
9 and referring to this Sublease. Each provision of this Sublease and the Master Lease to
10 be performed by Sublessee shall be construed as both a covenant and a condition of this
11 Sublease and the Master Lease only as it pertains to the Premises described in Section 1
12 above.

13 28. PARTIAL INVALIDITY. If any term, covenant, or condition of this
14 Sublease is held by a court of competent jurisdiction to be invalid, void or unenforceable,
15 the remainder of the provisions hereof will remain in full force and effect and will in no
16 way be affected, impaired or invalidated thereby.

17 29. SUCCESSORS IN INTEREST. This Sublease shall be binding on
18 and inure to the benefit of the parties and their successors, heirs, personal
19 representatives, transferees, and assignees except as provided in Section 16 hereof, and
20 all of the parties hereto shall be jointly and severally liable hereunder.

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

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

25 32. NOTICE. Any notice required hereunder shall be in writing and
26 personally delivered or deposited in the U. S. Postal Service, registered or certified,

1 Bureau Manager, 3447 Atlantic Avenue, Long Beach, California 90807 and to Sublessee
2 at Chief Executive Office, Real Estate Division, 222 South Hill Street, 3rd Floor, Los
3 Angeles, California 90012. Notice shall be deemed effective on the date shown on the
4 return receipt or on the date personal delivery is made, whichever first occurs. Change of
5 address shall be given as provided herein for notices.

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

14 34. RESTORATION. If the whole of the Premises shall be damaged or
15 destroyed, then this Sublease shall terminate. If any part of the Premises shall be
16 damaged or destroyed Sublessee shall elect in writing either to terminate this Sublease
17 or to continue in possession of the remainder of the Premises provided, however, that
18 Rent shall be reduced in proportion to the amount of the Premises damaged or
19 destroyed.

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

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

27 37. CONDEMNATION. If the whole of the Premises shall be taken by
28 any public or quasi-public authority under the power of eminent domain, then this

ATTORNEY
IN, City Attorney
ward, 11th Floor
90802-4664

1 Sublease shall terminate. If any part of the Premises shall be taken under the power of
2 eminent domain, then this Sublease shall terminate as to the part taken, as of the day
3 possession of that part is required for any public purpose, and on or before that day
4 Sublessee shall elect in writing either to terminate this Sublease or to continue in
5 possession of the remainder of the Premises provided, however, that Rent shall be
6 reduced in proportion to the amount of the Premises taken. All damages awarded for
7 such taking shall belong to Lessor, Sublessor, or Sublessee, as their respective interests
8 may appear.

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

12 39. FURTHER COVENANTS. Sublessee further covenants and agrees
13 to and shall comply with and be bound by all of the terms, covenants, and conditions of

1 governmental agency requires compliance with any standards under the Americans with
2 Disabilities Act of 1990 to modify the building, common areas, and Premises and any
3 fixtures therein, Lessor shall at its sole cost and expense be responsible to comply,
4 unless such governmental requirement is due specifically to Sublessee's use, beyond
5 general office use, in which case Sublessee shall bear the costs and expenses for such
6 compliance.

7 42. MISCELLANEOUS.

8 A. All rights and remedies of Sublessor hereunder shall be
9 cumulative and the exercise of one shall not exclude any other.

10 B. Each provision of this Sublease and the Master Lease shall
11 be deemed both a covenant and a condition only as they apply to the Premises
12 described in Section 1 above.

13 C. The various headings and numbers in this Sublease into
14 separate sections, paragraphs and clauses are for convenience only and shall not
15 be considered a part of this Sublease and shall have no effect on the interpretation
16 of this Sublease.

17 D. This Sublease is created as a joint effort between the parties
18 and fully negotiated as to its terms and conditions and shall not be construed
19 against either party as the drafter. The relationship of the parties is that of
20 sublessor and sublessee, and the parties agree that nothing contained in this
21 Sublease shall be deemed or construed as creating a partnership, joint venture,
22 principal-agent, association, or employer-employee relationship between them or
23 between Sublessor and any third person or entity.

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

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

1

44. TAX IDENTIFICATION NUMBER. Sublessee's Tax Identification

2

Number is [REDACTED] Sublessor's Tax Identification Number is 95-6000733.

3

45. AUTHORIZATION TO EXECUTE. Sublessee warrants and affirms

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

4 COUNTY OF LOS ANGELES, a body
corporate and politic

5 By: _____
WILLIAM T FUJIOKA
6 Chief Executive Officer

7 By: *Lori Sheehan*
8 Chief Deputy Executive Officer
"Sublessee" *Chief*

9
10 This Sublease is approved as to form on _____, 2009.

11 ROBERT E. KALUNIAN,
12 Acting County Counsel

13 By: *Amy M. Caves*
14 Amy M. Caves,
15 Deputy County Counsel

16 ATTEST:

17 DEAN C. LOGAN
18 Registrar-Recorder/County Clerk

19 By: *Maurice Salama*
20 Maurice Salama, Deputy

21 CITY OF LONG BEACH, a municipal
corporation

22 9.21, 2009

23 By: *[Signature]*
24 Assistant City Manager
25 City Manager
"Sublessor"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

26 This Sublease is approved as to form on Sept. 11, 2009.

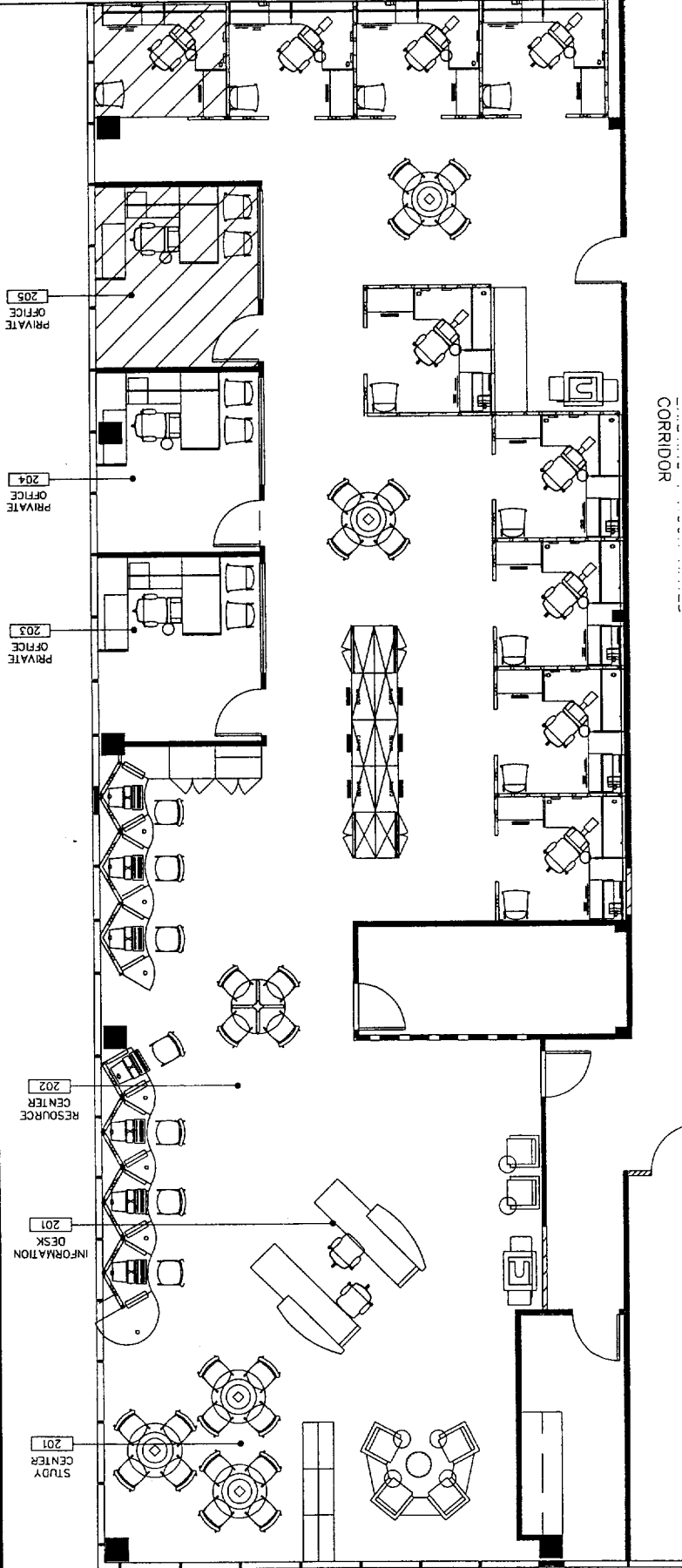
27 ROBERT E. SHANNON, City Attorney

28 By: *[Signature]*
Deputy

OFFICE OF THE CITY ATTORNEY
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LEASED OFFICE SPACE MAP FOR
 COUNTY OF LOS ANGELES
 LOCATED AT THE YOUTH OPPORTUNITY CENTER
 3447 ATLANTIC AVENUE
 LONG BEACH, CA 90802

EXHIBIT "A"



AREAS TO BE LEASED

PRIVATE OFFICE 205	-130 SQ. FT.
CUBICLE	-75 SQ. FT.
COMMON AREA	-123 SQ. FT.
TOTAL AREA	-328 SQ. FT.

“EXHIBIT B”

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

SUBTENANT POLICIES

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

person from entering or leaving the Building or the Property. Subtenant and employees thereof must present ID and access-card provided by the Sublandlord at Sublandlord or designated Security guards' request. Any persons found in the Building at such times without the appropriate ID and access-card will be subject to surveillance of the employees and agents of the Sublandlord.

8. Use of the stairwell is limited to Subtenant employees use only. Subtenant customers may use the elevator during normal business hours.
9. No dangerous or explosive materials shall be kept or permitted to be kept in the Subleased Premises provided, however, that this prohibition shall not apply to firearms carried by police officers and other public employees during the normal course of business.
10. Subtenant shall not permit any cooking in the Subleased Premises. Subtenant shall not install or permit the installation or use of any machine dispensing goods for sale in the Subleased Premises without the prior written approval of the Sublandlord. Eating or drinking is permitted only in designated 'break-room' areas and is not permitted in common areas (meeting/conference, hallways, etc.) unless it is support of a special event or workshop. All food and beverages delivered or transported to or by the Subtenant must be in covered and in spill proof containers. Subtenant shall bear the costs and be responsible for repairing or cleaning food or beverage related spills immediately by contacting Sublandlord's designated cleaning

12. The Subtenant shall give the Sublandlord prompt notice of any accident to or any defect in the plumbing, heating, air-conditioning, ventilating, mechanical or electrical apparatus or any other part of the Building.
13. The Sublandlord shall not be responsible for damage to or theft of any car, its accessories or contents whether the same be the result of negligence or otherwise. Unless otherwise approved by the Sublandlord, parking is not permitted in the Career Transition Center parking lot.
14. The Subtenant shall not mark, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Subleased Premises and the Building without prior approval from the Sublandlord.
15. Except with the prior written consent of the Sublandlord, no Subtenant shall use or engage any person or persons other than the janitor or janitorial contractor of the Sublandlord for the purpose of any cleaning of the Subleased Premises.
16. If the Subtenant desires any electrical or communications wiring, the Sublandlord reserves the right to direct qualified persons as to where and how the wires are to be introduced, and without such directions no borings or cutting for wires shall take place. No other wires or pipes of any kind shall be introduced without the prior consent of the Sublandlord.
17. The Subtenant shall not place or cause to be placed any additional locks upon doors of the Subleased Premises without the reasonable approval of the Sublandlord and subject to any conditions imposed by the Sublandlord. **Upon Subtenant vacating the Subleased Premises, Subtenant, at Subtenant's sole cost and expense, shall return the original locks and restore the doors/entry areas to their original condition.** Additional keys may be obtained from the Sublandlord at the cost of the Subtenant. All interior locks are the sole responsibility of Subtenant.
18. The Subtenant shall be entitled to have its name shown upon the directory or designated tenant marquee of the building and at one of the entrance doors to the Subleased Premises, all at the Sublandlord's expense. The Sublandlord shall in its sole discretion design the style of such identification and allocate the space on the directory board for the Subtenant.
19. The Subtenant shall use energy efficiency practices such as keeping the sun drapes (if any) in a closed, utilizing energy efficient lighting, and maintain responsible temperatures in areas utilized by Subtenant employees and customers. The Subtenant shall not interfere with or obstruct any perimeter

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

STANDARD OFFICE LEASE-GROSS
AMERICAN INDUSTRIAL REAL ESTATE ASSOCIATION

25165



1. **Basic Lease Provisions ("Basic Lease Provisions")** 97

1.1 **Parties:** This Lease, dated for reference purposes only, May 9, 1997, is made by and between Fujita Investors of California (herein called "Lessor") and City of Long Beach doing business under the name of 100, 150, 160, 190, 195, 200, 220, (herein called "Lessee").

1.2 **Premises:** Suite Number(s) and 300 on the 1st, 2nd & 3rd floors, consisting of approximately 26,942 feet, more or less, as defined in paragraph 2 and as shown on Exhibit "A" hereto (the "Premises"). (see Addendum 1, Paragraph 65 and 69)

1.3 **Building:** Commonly described as being located at 3447 Atlantic Avenue in the City of Long Beach County of Los Angeles State of California, as more particularly described in Exhibit A hereto, and as defined in paragraph 2.

1.4 **Use:** General Office and other legally permitted uses. subject to paragraph 6.

1.5 **Term:** five (5) years commencing September 1, 1997 ("Commencement Date") and ending August 31, 2002, as defined in paragraph 3.

1.6 **Base Rent:** \$36,371.70 per month, payable on the day of each month, per paragraph 4.1. Following Month thirty (30) of the Lease Term, Base Rent shall be adjusted to \$39,065.90.

1.7 **Base Rent Increase:** On the monthly Base Rent payable under paragraph 1.6 above shall be adjusted as provided in paragraph 4.3 below.

1.8 **Rent Paid Upon Execution:** \$36,371.70 payable within two weeks of full execution of Lease documents for the first month's rent

1.9 **Security Deposit:**

1.10 **Lessee's Share of Operating Expense Increase:** 74.01% as defined in paragraph 4.2. Building is a total of 36,403 rentable square feet

2. **Premises, Parking and Common Areas.**

2.1 **Premises:** The Premises are a portion of a building herein sometimes referred to as the "Building" identified in paragraph 1.3 of the Basic

(b) If Lessor shall be obligated to repair or restore the Premises or the Building under the provisions of this Paragraph 9 and shall not commence such repair or restoration within ninety (90) days after such occurrence, or if Lessor shall not complete the restoration and repair within six (6) months after such occurrence, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

(c) Lessee agrees to cooperate with Lessor in connection with any such restoration and repair, including but not limited to the approval and/or execution of plans and specifications required.

9.6 **Termination—Advance Payments.** Upon termination of this Lease pursuant to this paragraph 9, an equitable adjustment shall be made

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

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

3.2.2 Delays Caused by Lessee. There shall be no abatement of rent, and the sixty (60) day period following the Commencement Date before

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

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

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

~~5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the security deposit set forth in paragraph 1.9 of the Basic Lease Provisions as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand therefor deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount then required of Lessee. If the monthly Base Rent shall, from time to time, increase during the term of this Lease, Lessee shall, at the time of such increase, deposit with Lessor additional money as a security deposit so that the total amount of the security deposit held by Lessor shall at all times bear the same proportion to the then current Base Rent as the initial security deposit bears to the initial Base Rent set forth in paragraph 1.6 of the Basic Lease Provisions. Lessor shall not be required to keep said security deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not heretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof and after Lessee has vacated the Premises. No trust relationship is created herein between Lessor and Lessee with respect to said Security Deposit.~~

6. Use.

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

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

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

(b) Except as provided in paragraph 6.2(a) Lessee shall, at Lessee's expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the term or any part of the term hereof, relating in any manner to the Premises and the occupation and use by Lessee of the Premises. Lessee shall conduct its business in a lawful manner and shall not use or permit the use of the Premises or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Office Building Project.

6.3 Condition of Premises.

(a) Lessor shall deliver the Premises to Lessee in a clean condition on the Lease Commencement Date (unless Lessee is already in possession) and Lessor warrants to Lessee that the plumbing, lighting, air conditioning, and heating system in the Premises shall be in good operating condition. In the event that it is determined that this warranty has been violated, then it shall be the obligation of Lessor, after receipt of written notice from Lessee setting forth with specificity the nature of the violation, to promptly, at Lessor's sole cost, rectify such violation.

(b) Except as otherwise provided in this Lease, Lessee hereby accepts the Premises and the Office Building Project in their condition existing as of the Lease Commencement Date or the date that Lessee takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that it has satisfied itself by its own independent investigation that the Premises are suitable for its intended use, and that neither Lessor nor Lessor's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Office Building Project for the conduct of Lessee's business.

7. Maintenance, Repairs, Alterations and Common Area Services.

7.1 Lessor's Obligations. Lessor shall keep the Office Building Project, including the Premises, interior and exterior walls, roof, and common areas, in good condition and repair, including but not limited to the plumbing, lighting, air conditioning, and heating system, in good condition and repair, provided however

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

(e) All alterations, improvements, additions and Utility installations (whether or not such Utility installations constitute trade fixtures of Lessee), which may be made to the Premises by Lessee, including but not limited to, floor coverings, panelings, doors, drapes, built-ins, moldings, sound attenuation, and lighting and telephone and communication systems, conduit, wiring and outlets, shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Lessor requires their removal pursuant to paragraph 7.3(a). Provided Lessee is not in default notwithstanding

9.2 Premises Damage; Premises Building Partial Damage.

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

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

9.3 Premises Building Total Destruction; Office Building Project Total Destruction. Subject to the provisions of paragraphs 9.4 and 9.5, if at any time during the term of this Lease there is damage, whether or not it is an Insured Loss, which falls into the classifications of either (i) Premises Building Total Destruction, or (ii) Office Building Project Total Destruction, then Lessor may at Lessor's option either (i) repair such damage or destruction as soon as reasonably possible at Lessor's expense (to the extent the required materials are readily available through usual commercial channels) to its condition existing at the time of the damage, but not Lessee's fixtures, equipment or tenant improvements, and this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of occurrence of such damage of Lessor's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

9.4 Damage Near End of Term.

(a) Subject to paragraph 9.4(b), if at any time during the last twelve (12) months of the term of this Lease there is substantial damage to the Premises, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so within 30 days after the date of occurrence of such damage.

(b) Notwithstanding paragraph 9.4(a), in the event that Lessee has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Lessee shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Premises Damage during the last twelve (12) months of the term of this Lease. If Lessee duly exercises such option during said twenty (20) day period, Lessor shall, at Lessor's expense, repair such damage, but not Lessee's fixtures, equipment or tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said twenty (20) day period, then Lessor may at Lessor's option terminate and cancel this Lease as of the expiration of said twenty (20) day period by giving written notice to Lessee of Lessor's election to do so within ten (10) days after the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

9.5 Abatement of Rent; Lessee's Remedies.

(a) In the event Lessor repairs or restores the Building or Premises pursuant to the provisions of this paragraph 9, and any part of the Premises are not usable (including loss of use due to loss of access or essential services), the rent payable hereunder (including Lessee's Share of Operating Expense Increase) for the period during which such damage, repair or restoration continues shall be abated, provided (1) the damage was not the result of the negligence of Lessee, and (2) such abatement shall only be to the extent the operation and profitability of Lessee's business as operated from the Premises is adversely affected. Except for said abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

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

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage,

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

(e) (i) The making by Lessee of any general arrangement or general assignment for the benefit of creditors; (ii) Lessee becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days. In the event that any provision of this paragraph 13.1(e) is contrary to any applicable law, such provision shall be of no force or effect.

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

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

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

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

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

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

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

14. Condemnation. If the Premises or any portion thereof or the Office Building Project are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs; provided that if so much of the Premises or the Office Building Project are taken by such condemnation as would substantially and adversely affect the operation and profitability of Lessee's business conducted from the Premises, Lessee shall have the option, to be exercised only in writing within thirty (30) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent and Lessee's Share of Operating Expense Increase shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. Common Areas taken shall be excluded from the Common Areas usable by Lessee and no reduction of rent shall occur with respect thereto or by reason thereof. Lessor shall have the option in its sole discretion to terminate this Lease as of the taking of possession by the condemning authority, by giving written notice to Lessee of such election within thirty (30) days after receipt of notice of a taking by condemnation of any part of the Premises or the Office Building Project. Any award for the taking of all or any part of the Premises or the Office Building Project under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Lessee shall be entitled to any separate award for loss of or damage to Lessee's trade fixtures, removable personal property and unamortized tenant improvements that have been paid for by Lessee. For that purpose the cost of such improvements shall be amortized over the original term of this Lease excluding any options. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Lessee has been reimbursed therefor by the condemning authority. Lessee shall pay any amount in excess of such severance damages required to complete such repair.

15. Broker's Fee

broker is Matlow-Kennedy Commercial Real Estate Services as Lessee's broker, a licensed real estate broker.
(a) The brokers involved in this transaction are Matlow-Kennedy Commercial Real Estate Services as Lessee's broker, a licensed real estate broker, and _____ as "cooperating broker" licensed real estate broker(s). A "cooperating broker" is defined as any broker other than the listing broker entitled to a share of any commission arising under this Lease. Upon execution of this Lease by both parties, Lessor shall pay to said brokers jointly or in such separate shares as they may mutually designate in writing, a fee as set forth in a separate agreement between Lessor and said broker(s), or in the event there is no separate agreement between Lessor and said broker(s), the sum of \$ _____ for brokerage services rendered by said broker(s) to Lessor in this transaction.

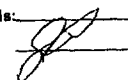
(b) Lessor further agrees that (i) if Lessee exercises any Option as defined in paragraph 39.1 of this Lease, which is granted to Lessee under this Lease, or any subsequently granted option which is substantially similar to an Option granted to Lessee under this Lease, or (ii) if Lessee acquires any rights to the Premises or other premises described in this Lease which are substantially similar to what Lessee would have acquired had an Option herein granted to Lessee been exercised, or (iii) if Lessee remains in possession of the Premises after the expiration of the term of this Lease after having failed to exercise an Option, or (iv) if said broker(s) are the procuring cause of any other lease or sale entered into between the parties pertaining to the Premises and/or any adjacent property in which Lessor has an interest, or (v) if the Base Rent is increased, whether by agreement or operation of an escalation clause contained herein, then as to any of said transactions or rent increases, Lessor shall pay said broker(s) a fee in accordance with the schedule of said broker(s) in effect at the time of execution of this Lease. Said fee shall be paid at the time such increased rental is determined.

(c) Lessor agrees to pay said fee not only on behalf of Lessor but also on behalf of any person, corporation, association, or other entity having an ownership interest in said real property or any part thereof, when such fee is due hereunder. Any transferee of Lessor's interest in this Lease, whether such transfer is by agreement or by operation of law, shall be deemed to have assumed Lessor's obligation under this paragraph 15. Each listing and cooperating broker shall be a third party beneficiary of the provisions of this paragraph 15 to the extent of their interest in any commission arising under this Lease and may enforce that right directly against Lessor; provided, however, that all brokers having a right to any part of such total commission shall be a necessary party to any suit with respect thereto.

(d) Lessee and Lessor each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder (other than the person(s), if any, whose names are set forth in paragraph 15(a), above) in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction and Lessee and Lessor do each hereby indemnify and hold the other harmless from and against any costs, expenses, attorneys' fees or liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party.

16. Estoppel Certificate.

(a) Each party (as "responding party") shall at any time upon not less than ten (10) days' prior written notice from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date

Initials: 

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

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

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

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

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

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

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

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

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

23. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail, and shall be deemed sufficiently given if delivered or addressed to Lessee or to Lessor at the address noted below or adjacent to the signature of the respective parties, as the case may be. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs. Either party may by notice to the other specify a different address for notice purposes except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice purposes. A copy of all notices required or permitted to be given to Lessor hereunder shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate by notice to Lessee.

24. Waivers. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

~~**25. Recording.** Either Lessor or Lessee shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.~~

26. Holding Over. If Lessee, with Lessor's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Lessee, except that the rent payable shall be ~~two hundred percent (200%)~~ ^{one hundred twenty-five percent (125%)} of the rent payable immediately preceding the termination date of this Lease, and all Options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

29. Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions of paragraph 17, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Office Building Project is located and any litigation concerning this Lease between the parties hereto shall be initiated in the county in which the Office Building Project is located.

30. Subordination.

(a) This Lease, and any Option or right of first refusal granted hereby, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Office Building Project and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease and any Options granted hereby prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease and such Options shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease or such Options are dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

(b) Lessee agrees to execute any documents required to effectuate an allotment, a subordination, or to make this Lease or any Option granted herein prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Lessee's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Lessee hereunder without further notice to Lessee or, at Lessor's option, Lessor shall execute such documents on behalf of Lessee as Lessee's attorney-in-fact. Lessee does hereby make, constitute and irrevocably appoint Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead, to execute such documents in accordance with this paragraph 30(b).

31. Attorneys' Fees.

31.1 If either party or the broker(s) named herein bring an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal thereon, shall be entitled to his reasonable attorneys' fees to be paid by the losing party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. The provisions of this paragraph shall inure to the benefit of the broker named herein who seeks to enforce a right hereunder.

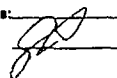
31.2 The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred in good faith, as determined by the court.

31.3 Lessor shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred in the preparation and service of notice of default and consultations in connection therewith, whether or not a legal transaction is subsequently commenced in connection with such default. Excluding attorney's fees and other costs for preparation and service of a 3-Day Notice and

32. Lessor's Access. excluding attorney's fees subsequent to serving a 3-Day Notice when Lessor has erred in serving it.

32.1 Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, performing any services required of Lessor, showing the same to prospective purchasers, lenders, or lessees, taking such safety measures, erecting such scaffolding or other necessary structures, making such alterations, repairs, improvements or additions to the Premises or to the Office Building Project as Lessor may reasonably deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. Lessor may at any time place on or about the Premises or the Building any ordinary "For Sale" signs and Lessor may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs.

32.2 All activities of Lessor pursuant to this paragraph shall be without abatement of rent, nor shall Lessor have any liability to Lessee for the same.

Initials: 

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM

6/23, 19 97
 JOHN P. CALHOUN, City Attorney
 By *D. J. [Signature]*
 DEPUTY CITY ATTORNEY

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

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

LESSOR

LESSEE

FUJITA INVESTORS OF CALIFORNIA

CITY OF LONG BEACH

By FPM, A NEVADA CORPORATION

By *[Signature]*

Its AGENT

Its ASSISTANT CITY MANAGER

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

By *John J. [Signature]*

By _____

Its MANAGING DIRECTOR

Its _____

Executed at CAROLAN GROVE

Executed at _____

on 6/18/97

on _____

Address _____

Address _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

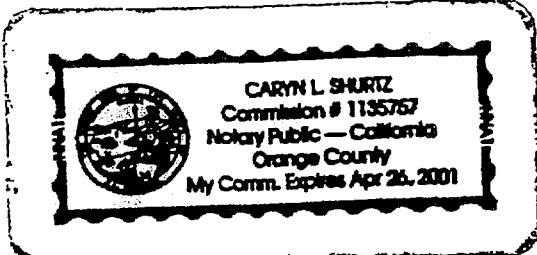
State of California

County of Orange

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

personally appeared John L. Pagliassotti

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



WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Lease

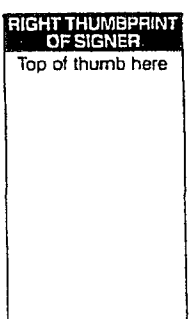
Document Date: MAY 9, 1997 Number of Pages: 29

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: John L. Pagliassotti

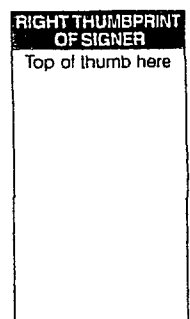
- Individual
- Corporate Officer
Title(s): MANAGING Director
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Fujita Property
Management

Signer's Name: _____

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



Signer Is Representing:

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

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

50. COMMENCEMENT

DATE:

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

The target commencement date for suite 220 shall be sixty (60) days (or sooner depending on construction of the Premises and upon occupancy by Lessee) after Lessor delivers possession of the suite to Lessee for construction.

51. OPERATING
EXPENSE:

Lessee shall pay its pro-rata share of actual increases, if any, in operating expenses and property taxes over the calendar year 1997 ("Base Year"). Said Base Year expenses will be calculated on a grossed-up basis reflecting variable operating expenses as if the building was ninety-five percent (95%) occupied and as if all systems were off warranty. Real property taxes will be calculated as if the building and parking structure are fully assessed. Lessee shall not be subject to any operating expense pass throughs for the initial twelve (12) months of the Lease. In no event, however, shall the increase of the operating expenses and real estate taxes exceed five percent (5%) on an annual basis. See Exhibit "C" for Building Operating Costs Exclusions and Lessee Audit Rights.

52. SALE OF
BUILDING:

Lessee shall be granted protection from any operating expense increases attributable to any increase in property taxes on the property, building or project that arise due to a sale or other transfer of ownership interest during the initial five (5) year term.

53. **TENANT**

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

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

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

54. **OPTION TO RENEW:**

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

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

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

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

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

55. **HVAC OPERATION:** Lessor, at Lessor's expense, shall furnish heating, ventilation and air conditioning (HVAC) for normal office usage Monday through Friday from 8:00 a.m. to 6:00 p.m., except for Lessee recognized holidays (which are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and following day, Christmas Day) and on Saturday from 9:00 a.m. to 1:00 p.m. Lessor shall have HVAC system to general operating conditions by the start of normal business hours. Lessor shall provide up to fifteen (15) hours per month of after hours HVAC use with no additional charge to Lessee. Lessee shall be responsible for use of the HVAC system over and above fifteen (15) hours per month at a rate not to exceed twenty-five dollars (\$25.00) per hour.
56. **NON-DISTURBANCE AGREEMENT:** With respect to any existing or future mortgages, deeds of trust or other liens entered into by and between Lessor and any such mortgagee (collectively referred to as "Lessor's Mortgagee"), Lessor shall secure and deliver to Lessee a Non-Disturbance, Subordination and Attornment Agreement from and executed by Lessor's Mortgagee for the benefit of Lessee.
57. **ASSIGNMENT OR SUBLEASE:** Lessee will have the right at any time to sublease or assign all or any portion of Lessee's Premises, and keep the profit, if any, to any related entity or affiliate of Lessee, with Lessor's written approval, which shall not be unreasonably withheld.
- In addition, Lessee will have the right to assign or sublease all or any portion of Lessee's Premises during the initial lease term and option term to any subtenant of type and quality compatible with the building, subject to Lessor's consent, which consent will not be unreasonable withheld or delayed. As a condition to Lessor's consent, Lessee shall provide financial statements and/or background to Lessor for Lessor's reasonable approval. Lessor reserves the right however, to re-capture all or any part of the premises. Any net profits derived from any assignment or sublease will be split 50/50 between Lessor and Lessee.
58. **IDENTITY:** Lessor to grant Lessee the right to install prominent exterior signage that shall display "Career Transition Center". The size and location of such signage shall be mutually agreed upon by both Lessee and Lessor and further subject to City of Long Beach regulations. All signage shall be at Lessee's sole cost but may be deducted from the Tenant Improvement Allowance.
59. **HAZARDOUS MATERIALS:** To the best of Lessor's knowledge and without investigation, the building is absent of the presence of hazardous materials. If required to do so by appropriate regulatory governmental agencies, Lessor, at Lessor's sole cost shall remediate any condition(s) in the building as it may relate to hazardous materials. Lessor and Lessor's successors will not hold Lessee or Lessee's assignees responsible for any environmental damage which is not attributable to Lessee or Lessee's invitees use, occupancy or presence at the leased premises.

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

66. AMERICANS WITH DISABILITIES ACT (ADA):

In the event that an appropriate governmental agency requires compliance with any A.D.A. standards to modify the building, common areas, Lessee's premises and any fixtures therein, Lessor shall at its sole cost and expense be responsible to comply, unless such request is due specifically to Lessee's use, beyond general office use, in which case Lessee will be responsible for such compliance at Lessee's sole cost and expense.

67. TELEPHONE/ COMPUTER ACCESS:

Subject to provisions in Paragraph 7.3, Lessee can install and maintain its own computer equipment and telecommunications wiring and equipment in its Premises and with Lessor's consent, such consent not to be unreasonably withheld, gain access to common telephone closet(s).

68. DIRECTORY BOARD AND SUITE SIGNAGE:

Lessor, at Lessor's expense, shall furnish Lessee with one line per 1,000 rentable square feet of space leased on the building directory in the lobby of the building and suite signs. Lessee's architect shall provide a signage specification for lobby identity and directional identity from the parking area. Lessee shall have the right to install custom signage within its Premises.

69. PREMISES: Approximately 26,942 rentable square feet (RSF) as follows:

Suite 100:	Approximately 2,150 RSF
Suite 150 & 160:	Approximately 1,855 RSF
Suite 190:	Approximately 1,340 RSF
Suite 195:	Approximately 737 RSF
Suite 200:	Approximately 1,000 RSF
Suite 220:	Approximately 6,272 RSF
Suite 300:	Approximately 13,588 RSF

BY: [Signature] ITS: ASSISTANT CITY MANAGER
LESSEE: CITY OF LONG BEACH EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

BY: [Signature] ITS: ~~MANAGING~~ DIRECTOR
LESSOR: FUJITA INVESTORS OF CALIFORNIA
BY: FPM, A NEVADA CORPORATION AS AGENT

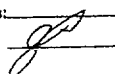
APPROVED AS TO FORM
6/23, 1997
JOHN R. CALHOUN, City Attorney
By [Signature] DEPUTY CITY ATTORNEY

STANDARD OFFICE LEASE
FLOOR PLANS



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

EXHIBIT A

Initials: 

**RULES AND REGULATIONS FOR
STANDARD OFFICE LEASE**

Dated: May 9, 1997

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

GENERAL RULES

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

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

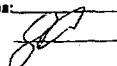
Initials: 

EXHIBIT "C"

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

BUILDING OPERATING COSTS ADDENDUM

PURPOSE OF ADDENDUM

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

BUILDING OPERATING COST INCLUSIONS

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

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

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

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

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

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

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

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

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

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

(j) wages, salaries, employee benefits and taxes (or an allocation of the foregoing) for personnel working full or part time in connection with only the operation, maintenance and management of the Building and of the Common Areas;

(k) the Building's portion of accounting and legal services directly attributable to the Building, but excluding all such services in connection with negotiations and disputes with specific tenants unless the matter involved affects all tenants of the Building;

(l) the Building's portion of administrative and management fees for the Building limited to the amount typically charged by independent management companies at buildings in the same metropolitan area in which the Building is located that are not receiving as part of said fees commissions on the rental of space or renewal of leases;

(m) costs of indoor and outdoor landscaping of the Building and Common Area, including the planting, replacing, and replanting of flowers, grass and bushes, and the maintenance thereof;

(n) expenses and fees (including legal fees and costs) reasonably incurred contesting the validity or applicability of any governmental enactments which affect the operation, maintenance, or repair of the Building and Common Areas; and

(o) costs of any capital improvement made to the Building which improvement reduces Building Operating Expenses, such costs to be amortized over a reasonable period and limited to the amount of actual savings realized.

PRORATION

3. Building Operating Costs that cover a period of time not within the Term of the Lease shall be prorated.

BUILDING OPERATING COSTS EXCLUSIONS

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

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

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

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

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

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

(f) cost of replacement of capital equipment;

(g) any reserves for equipment or capital replacement;

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

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

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

(k) depreciation and amortization;

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

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

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

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

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

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

(r) advertising and promotional costs;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUILDING OPERATING COSTS OCCUPANCY ADJUSTMENT

5. If the Building is not at least 95% occupied during all or a portion of any Lease Year including the Base Year, then Landlord shall make an appropriate adjustment in accordance with industry standards of the Building Operating Costs for each such Lease Year and Base Year to determine what the Building Operating Costs would have been for such year as if the Building had been 95% occupied, and the amount so determined shall be deemed to be the amount of Building Operating Costs for the year. Such adjustment shall be made by Landlord by increasing those costs included in the Building Operating Costs which according to industry practice vary based upon the level of occupancy of the Building.

AUDIT BY TENANT

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

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

up to \$1,000.00

FPM GARDEN GROVE

TEL:1-714-891-7831

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

SPECIFICATIONS

FOR

ATLANTIC WEST

NIGHTLY SERVICE: FIVE (5) DAYS PER WEEK

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

WEEKLY SERVICE

- Detail vacuum all carpeted areas.
- Dust baseboards, ledges and window sills.
- Perform low dusting on chair rungs, cabinets, etc.
- Dust all counters, shelves, bookcases and file cabinets.
- Spot clean painted walls and partitions.
- Spot clean all wall switches and door facings.
- Clean entry door metal and thresholds.
- Clean lunchroom furniture and appliances.
- Replace trash can liners.

MONTHLY SERVICE

- Perform dusting of high reach areas including partition tops, door tops and air conditioning vents.
- Dust picture frames.
- Brush down or vacuum wall or ceiling vents.
- Damp wipe door jambs.
- Clean and polish executive furniture.
- Scrub and refinish all hard floors.

QUARTERLY SERVICE

- Brush or vacuum upholstered furniture.
- Wipe down plastic and leather furniture.
- Dust walls and wood paneling.

RESTROOM SERVICEDAILY SERVICE

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

WEEKLY SERVICE

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

MONTHLY SERVICE

- Machine scrub tile floors.

EXHIBIT "E"

SECURITY SYSTEM SPECIFICATIONS

ADT SITELINK SYSTEM OPERATION

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

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

SYSTEM EQUIPMENT

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

SYSTEM OPERATING HOURS

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

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

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

FIRST AMENDMENT TO STANDARD OFFICE LEASE - GROSS

NO. 25165

25165

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

RECITALS:

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

Months 1-30:	\$4,855.95/mo.
Months 31-Expansion:	\$5,215.65/mo.

Prepaid Rent. \$4,855.95 payable within two (2) weeks after full execution of this First Amendment for first month's rent.

4. Lessee's Share of Operating Expense Increase: Effective on the Commencement Date of the Expansion Premises, Lessee's Share of Operating Expense Increase for the Premises as set forth in Paragraph 1.10 of the Lease will be 83.89%.

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

- 8 additional covered secured parking stalls
- 4 additional surface stalls

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

- 29 covered secured parking stalls
- 78 surface stalls

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

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

7. Miscellaneous:

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

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

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

LESSOR:

Fujita Investors of California

By:

John P. Parvath

Date:

9/2/97

LESSEE:

City of Long Beach

By:

[Signature]

Date:

9/16/97

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM

9/11/97

[Signature]
DEPUTY CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 9/2/97 before me, CARYN L. Shurtz, Notary Public

personally appeared John L. Pagliasso Jr
Name and Title of Officer (e.g., "Jane Doe, Notary Public")
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: FIRST Amendment to STANDARD Office Lease

Document Date: 9/2/97 Number of Pages: 2

Signer(s) Other Than Named Above: NO other Signers.

Capacity(ies) Claimed by Signer(s)

Signer's Name: John L. Pagliasso Jr

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
Fujita Investors of
California.

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

SECOND AMENDMENT TO STANDARD OFFICE LEASE - GROSS
NO. 25165

25165

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

RECITALS:

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

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

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

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

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

2 additional surface stalls

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

29 covered secured parking stalls
80 surface stalls

APPROVED AS TO FORM
 1/12, 1998
 JOHN R. CALHOUN, City Attorney
 By [Signature]
 DEPUTY CITY ATTORNEY

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

7. Miscellaneous:

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

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

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

LESSOR:

Fujita Investors of California
by: FPM, managing agent

By: [Signature]
Its: MANAGING AGENT

Date: 12/6/97

LESSEE:

City of Long Beach

By: [Signature]
Its: ASSISTANT CITY MANAGER

Date: January 26, 1998

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 12-26-97 before me, Caryn L. Shurtz, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John L. Pagliassotti
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

C.L. Shurtz

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: SECOND AMENDMENT TO OFFICE LEASE

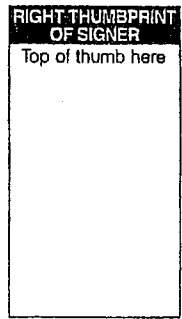
Document Date: 11-04-97 Number of Pages: 01

Signer(s) Other Than Named Above: NONE @ TIME OF NOTARIZATION

Capacity(ies) Claimed by Signer(s)

Signer's Name: John L. Pagliassotti

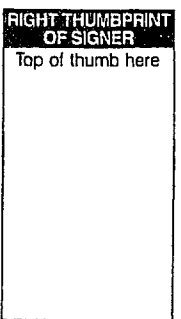
- Individual
- Corporate Officer
Title(s): Managing Director
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Flyta Investor OF CALIFORNIA

Signer's Name: _____

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



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

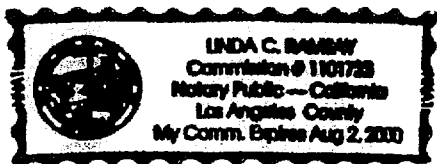
State of CALIFORNIA

County of Los Angeles

On January 26, 1998 before me, LINDA C. RAMSAY, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared HENRY TABOADA
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Linda C. Ramsay
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Second Amendment to Office Lease

Document Date: November 4, 1997 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

THIRD AMENDMENT TO STANDARD OFFICE LEASE - GROSS
NO. 25165

25165

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

RECITALS:

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

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

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

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

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

4 additional covered secured parking stalls
9 additional surface stalls

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

33 covered secured parking stalls
89 surface stalls

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

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

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

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

8. Extraordinary Plumbing Malfunction:

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

9. Miscellaneous:

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

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

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

LESSOR:

Fujita Investors of California
FPM, Managing Agent

By:

John L. Paganotti

Date:

12/15/98

LESSEE:

City of Long Beach,
a Municipal corporation

By:

[Signature]
CITY MANAGER

Date:

Jan. 6, 1999

APPROVED AS TO FORM

12/30, 1998
ROBERT E. SHANNON, City Attorney

By

[Signature]
DEPUTY CITY ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

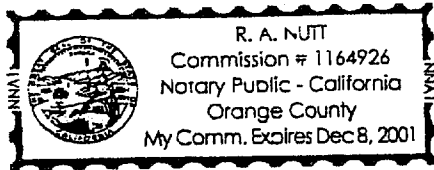
State of California }
 County of ORANGE } ss.

On 12/21/98, before me, R. A. NUTT, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared JOHN L. PABIZASOTTE
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

R. A. NUTT
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: TRUST AMENDMENT TO SANDRA DEEZE LANE

Document Date: _____ Number of Pages: 3

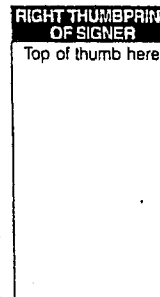
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



25165

FOURTH AMENDMENT TO OFFICE LEASE

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

RECITALS

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

B. Lessor and Lessee desire to amend the Original Lease by amending and restating the First Amendment, Second Amendment, and Third Amendment, after which the First Amendment, Second Amendment and Third Amendment shall be of no further force and effect. The Original Lease, as amended by this Amendment is hereinafter referred to as the "Lease". The Original Lease and the Lease pertain to that certain real property located in the County of Los Angeles, State of California referred to as Suites 100, 101, 150, 160, 190, 195, 200, 210, 220, 260, 270 and 300 in the office building located at 3447 Atlantic Avenue, Long Beach, California. All initial capitalized terms used in this Amendment shall have the meanings given to them in the Original Lease unless expressly provided to the contrary herein.

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

1. Premises. The Premises shall consist of the entire building, commonly known as 3447 Atlantic Avenue, and more specifically shall include Suite Nos. 100, 101, 150, 160, 190, 195, 200, 210, 220, 260, 270 and 300. The Premises is approximately 35,701 rentable square feet, more or less.

2. Term. The Term of the original Lease is hereby extended to expire on January 31, 2008.

3. Base Rent. The Base Rent for the Premises shall be Sixty Thousand Six Hundred Ninety-One and 70/100 Dollars (\$60,691.70) per month, payable on the first day of each month. The Base Rent shall remain fixed throughout the Term of the Lease.

4. Operating Expenses. Lessee's share of the Operating Expense Increase for the Premises, as set forth in Section 1.10 of the Original Lease, shall be one hundred percent (100%). Commencing on November 1, 2002, the Base Year shall be adjusted to be the twelve (12) month period ending October 31, 2001. Notwithstanding the foregoing, to the extent Operating Expenses during the twelve (12) month period ending October 31, 2002, exceed the Operating Expenses during the twelve (12) month period ending October 31, 2001 ("2002 Increase"), Tenant shall be entitled to receive an abatement of Base Rent ("Base Year Abatement"), if any, as set forth within this Section 4. Base Rent Abatement shall be equal to any 2002 Increase divided by 12, multiplied by 61 (remaining months under the Original Lease, as amended hereby, as of January 1, 2003). Base Rent Abatement, if any, shall commence in favor of Lessee on June 1, 2003, until the date fully realized by Lessee (which date may fall on a day which shall require abatement of a partial month).

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

- a) The sum of One Hundred Seventy-Eight Thousand Five Hundred Five and 00/100 Dollars (\$178,505.00) (\$5.00 per square foot) toward remodeling of the Premises and the Building ("Allowance"). Lessor and Lessee shall allocate a portion of the Allowance equal to Fifty-Three Thousand Five Hundred Fifty-One and 50/100 Dollars (\$53,551.50) toward improvements to the building entry, lobby and elevator areas as reasonably agreed to by Lessor and Lessee ("Lobby Work"). Lessor will be responsible for planning, permitting, bidding and hiring the general contractor for Lobby Work. For improvements paid through the Allowance, other than Lobby Work ("Interior Improvements"), Lessee will be responsible for planning, permitting, and bidding the Interior Improvements (to a list of at least two mutually acceptable General Contractors), but Lessor will hire the General Contractor selected by Lessee to perform the Interior Improvements, provided Lessor shall not be obligated to incur any cost associated with the Interior Improvements in excess of One Hundred Twenty-Four Thousand, Nine Hundred Fifty-Three and 50/100 Dollars (\$124,953.50). No less than twenty-one (21) days prior to commencing with any portion of the Interior Improvements, Lessee shall provide Lessor with all plans, contracts and other agreements pertaining to the Interior Improvements reasonably requested by Lessor in order to determine the specific scope and nature of the Interior Improvements.
- b) Upon completion of all or any portion of the Interior Improvements for which Lessor is requested to pay, Lessor shall have received all invoices, final contracts and any other agreements relating to such improvements Lessor is then expected to make payment for. Within twenty-one (21) days following delivery and approval of such information, together with unconditional lien releases for such work, Lessor shall make disbursement directly to the contractor or vendor entitled to receive such payment. In no event shall more than one (1) disbursement be requested during any thirty (30) day period, unless the second disbursement in such thirty (30) day period constitutes the final disbursement hereunder. All improvements referenced in this Section shall be completed on or before March 31, 2003.
- c) In addition to the Allowance, during year 2001 Lessor shall complete improvements to the exterior of the Building and the site as reasonably agreed to by Lessor and Lessee, incurring not less than \$53,551.50 in costs ("Exterior Improvements") in connection therewith. Notwithstanding the foregoing, regardless of when any portion of the Exterior Improvements commences, Lessor shall have no less than six (6) months following Lessee's execution of this Fourth Amendment to complete the Exterior Improvements. Lessor shall provide Lessee with reasonable evidence of such expenditures within sixty (60) days following completion of the Exterior Improvements; and
- d) As additional consideration for Lessee entering into this Fourth Amendment, Lessee shall receive the abatement of Base Rent, (modified pursuant to Section 3 of this Fourth Amendment), as follows: (i) Base Rent for the entire month of September 2001; (ii) a reduction in Base Rent equal to \$2,116.60 for the Base Rent applicable to the month of October 2001, so that Base Rent for such month shall equal \$58,575.10; and (iii) Base Rent for the entire month of May 2002.

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

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

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

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

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

10. Miscellaneous.

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

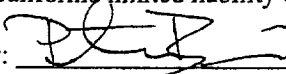
11. Effective Date of Amendment. This Fourth Amendment shall become effective on September 1, 2001.

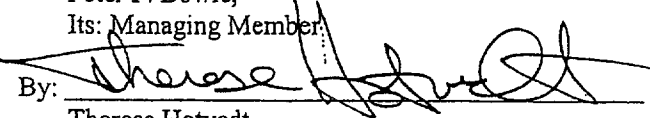
12. Execution in Counterparts. This Fourth Amendment may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

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

"LESSOR"


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

By: 
Peter F. Bowie,
Its: Managing Member

By: 
Therese Hotvedt
Its: Authorized Agent

"LESSEE"

CITY OF LONG BEACH,
a municipal corporation

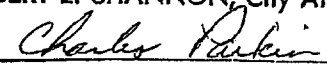
By: 
Gerald R. Miller
Printed Name
Its: ASSISTANT CITY MANAGER

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By: _____

Printed Name
Its: City Manager

APPROVED AS TO FORM

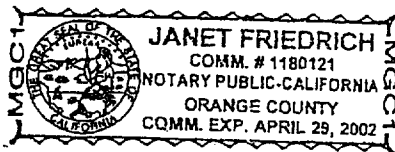
9-27, 20.01
ROBERT E. SHANNON, City Attorney
By: 
DEPUTY CITY ATTORNEY

STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

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

WITNESS my hand and official seal.

Signature *Janet Friedrich*



(This area for official notarial seal)

25165

FIFTH AMENDMENT TO OFFICE LEASE

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

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

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

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

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

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

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

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

"LESSOR"

WARDLOW-ATLANTIC, LLC,
a Delaware limited liability company

By: 

"LESSEE"

CITY OF LONG BEACH,
a municipal corporation

ASSISTANT CITY MANAGER

By: 

APPROVED AS TO FORM

Sept 19, 2002
ROBERT E. SHANNON, City Attorney

By: 

DEPUTY CITY ATTORNEY

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

25165

SIXTH AMENDMENT TO OFFICE LEASE

This SIXTH AMENDMENT TO OFFICE LEASE No. 25165 (hereinafter referred to as "Amendment") is made and entered into effective as of the 11th day of December, 2006, by and between WARDLOW ATLANTIC, LLC, a Delaware Limited Liability Company (hereinafter referred to as "Lessor") and CITY OF LONG BEACH, a California municipal corporation (hereinafter referred to as "Lessee"), pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 14, 2006.

RECITALS

A. Lessor's predecessor in interest, and Lessee entered into that certain Standard Office Lease-Gross dated May 9, 1997, as amended by that certain First Amendment to Standard Office Lease-Gross No. 25165 dated September 2, 1997; Second Amendment to Standard Office Lease-Gross No. 25165 dated November 4, 1997; Third Amendment to Standard Office Lease-Gross No. 25165 dated November 10, 1998; Fourth Amendment to Standard Office Lease-Gross No. 25165 dated September 1, 2001 ("Fourth Amendment"); Fifth Amendment to Standard Office Lease-Gross No. 25165 dated September 10 2002 (collectively the "Lease") whereby Lessee leased certain commercial real property located in Long Beach, California, commonly known as 3447 Atlantic Avenue, Long Beach, California (the "Premises"). All capitalized terms, unless specifically defined herein, shall have the same meaning as set forth in the Lease.

B. Lessor and Lessee desire to amend the Lease upon the terms and conditions contained herein, effective February 1, 2008.

TERMS

1. Term. The Term of the Lease is hereby extended for a period of five (5) years commencing February 1, 2008 and expiring on January 31, 2013.

2. Base Rent. The Base Rent commencing on February 1, 2008, is hereby increased to SIXTY SEVEN THOUSAND EIGHT HUNDRED THIRTY ONE DOLLARS AND NINETY CENTS (\$67,831.90) per month. (The foregoing amount is calculated based upon \$1.90 per rentable square foot per month).

3. Leasing Inducement. Provided Lessee is not in default hereunder, notwithstanding the foregoing, the Base Rent for the months of February, March and April 2008 is hereby reduced by 50% to \$33,915.95 per month. The foregoing inducement and the allowance provided under Section 5 below are given or granted to or for the benefit of Lessee as consideration for execution and delivery of this Lease by Lessee (all such agreements, concessions, grants, payments and assumptions are collectively referred to herein as "Tenant Inducements").

4. Base Year. The Base Year is hereby amended to be the calendar year 2008 effective as of February 1, 2008. Notwithstanding anything to the contrary set forth in the Lease, Lessee shall not be liable for increases in real property taxes that result from changes in ownership of the Premises during the term of the extension described in paragraph 1 above. For purposes of this Lease, "change in ownership" has the same definition as in California Revenue and Taxation Code Sections 60-62 or any amendments or successors statutes to those sections.

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

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

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

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

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

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

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

7. Improvement Allowance. Lessee shall be entitled to a Tenant improvement allowance equal to \$178,505.00 (\$5.00 per rentable square foot) (the “Allowance”). The foregoing amount may be expended by Lessee at any time between February 1, 2008 and January 31, 2010, in accordance with the terms and conditions of this Paragraph 5. Lessee will be responsible for planning, permitting and bidding the tenant improvements (to a list of at least two (2) mutually acceptable general contractors), but Lessor will hire the general contractor selected by Lessee to perform the tenant improvements provided Lessor shall not be obligated to incur any costs associated with the tenant improvements in excess of the Allowance. Not less than twenty-one (21) days prior to commencing with any portion of the tenant improvements, Lessee shall provide Lessor with all plans, contracts and other agreements pertaining to the tenant improvements reasonably requested by Lessor in order to determine the specific scope and nature of the tenant improvements. Upon completion of all or any portion of the tenant improvements for which Lessor is requested to pay, Lessor shall have received all invoices, final contracts and any other agreements relating to such improvements Lessor is then expected to make payment for. Within twenty-one (21) days following delivery and approval of such information, together with unconditional lien releases for such work, Lessor shall make disbursements directly to the contractor or vendor entitled to receive such payment. In no event shall more than one (1) request for disbursement (“Request”) be made during any thirty (30) day period, unless the second Request in such thirty (30) day period constitutes the final disbursement hereunder. Lessor and Lessee acknowledge that a Request may contain multiple invoices, contractors and/or vendors. Lessor shall comply with the California Labor Code Section 1720 regarding the payment of prevailing wages for the foregoing tenant improvements. Lessee's bids for such work shall contemplate such requirements, if any.

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

9. Rooftop Communications Equipment Lessee shall have the right to use a portion of the roof of the Building for purposes of the installation, use and maintenance of a microwave dish, antenna or other telecommunications equipment, subject to approval of such equipment by the City of Long Beach Building Department. The communication equipment shall be installed at no cost to the Lessor and in accordance with all applicable laws, rules and regulations. In addition, Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, costs or expenses incurred by Lessor as a result of such installation by Lessee. Lessee shall be responsible for any repairs necessitated to the roof by such installation or maintenance and shall install such equipment in a manner that has no effect on any roof warranty. Lessee shall be solely responsible for the maintenance and repair thereof, at Lessee's sole cost and expense. At the expiration or other termination of the Lease, said equipment shall remain the property of Lessee and shall be removed by Lessee, provided that Lessee shall repair any and all damage caused by such removal. Lessee shall provide Lessor with a copy of any antenna site agreement or similar license agreement to be entered into by Lessor and/or Lessee concerning such communications equipment for Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall provide written notice to Lessor not less than thirty (30) days prior to any roof penetration to provide Lessor with adequate time to comply with any requirements of any roof warranties and Lessee shall be responsible for any roof warranties voided or adversely impacted by such installation and/or penetration.

10. Non-Discrimination Clause. Lessor agrees, subject to applicable laws, rules and regulations, that no person shall be subject to discrimination in the performance of this Lease on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, handicap, or Vietnam Era veteran status. Lessor shall take affirmative action to ensure that applicants are employed without regard to any of these bases, including but not limited to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the City of Long Beach setting out the provisions of this nondiscrimination clause. Lessor shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to these bases.

11. Brokerage Commission. Lessor and Lessee acknowledge and agree that Cushman & Wakefield of California, Inc. represents solely Lessee in this transaction. Lessor shall pay Cushman & Wakefield of California, Inc. a commission, payable one-half upon mutual execution and delivery of this Amendment by both parties and one-half on February 1, 2008. The foregoing amount is calculated as follows $.025 \times$ (base rent for the 5 year term, adjusted for the rental inducement).

12. City Council Approval and Execution of Lease Amendment. This Amendment is subject to City Council approval. Upon such approval and mutual agreement on all lease terms and conditions, Lessor shall execute and notarize this Amendment and return the documents to

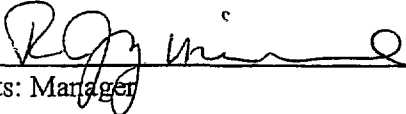
Lessee for full execution, at which time Lessee shall execute and notarize this Amendment and return the documents to Lessor.

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

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

“LESSOR”

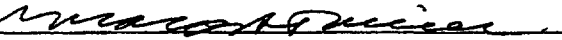
WARDLOW ATLANTIC, LLC,
a Delaware Limited Liability Company

By: 
Its: Manager

Date: 12/1, 2006

“LESSEE”

CITY OF LONG BEACH,
a California municipal corporation

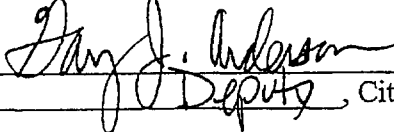
By: 
Its: GERALD R. MILLER, CITY MANAGER

By: _____

Its: _____

Date: December 11, 2006

APPROVED AS TO FORM


Deputy, City attorney

Date: December 7, 2006

EXHIBIT "A"

Porter Services.

Day Porter

Frequency: 5 x per week, Monday - Friday

Hours: 10:00 AM - 3:00 PM

General Service:

Weekly:

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

Monthly:

1. Damp wipe door jams.

Restroom Service:

Daily:

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace liner insert.
3. Clean and disinfect all dispensers.
4. Clean and disinfect washbasins, toilet bowls and urinals (as necessary).
5. Disinfect underside and tops of toilet seats (as necessary).
6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around basins.
8. Mop all lavatory floors with germicidal solution (spot clean as needed).
9. Refill all paper goods dispensers, including soap (as needed).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of KERN

On 12/01/06 before me, Rosa E. Moore Notary Public

personally appeared R. JEFFREY Hildebrand

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

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



WITNESS my hand and official seal.

Rosa E. Moore
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

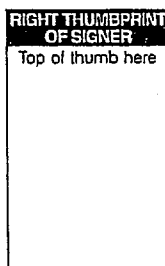
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

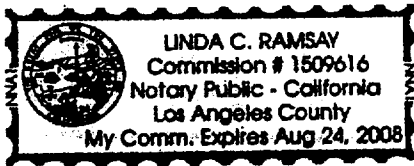
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On December 11, 2006 before me, Linda C. Ramsay, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared GERALD R. Miller
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

Linda C. Ramsay
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Sixth Amendment to Office Lease
Document Date: December 11, 2006 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

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

Signer Is Representing:

