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THIS LEASE is entered into as of September 1, 2010, pursuant to an order of the City Council of the City of Long Beach, at its meeting on August 10, 2010, by and between the CITY OF LONG BEACH, a California municipal corporation ("Landlord" or "City"), and the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, which is the State of California acting in its higher educational capacity, on behalf of CALIFORNIA STATE UNIVERSITY, LONG BEACH ("Tenant").

In consideration of the faithful performance of the terms, covenants and conditions herein, the parties agree as follows:

1. Leased Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord (i) that certain real property located at 4700 Deukmejian Drive, Long Beach, CA, commonly known as Blair Field, and more particularly described and depicted in Exhibit "A" attached hereto (the "Real Property"), and (ii) those certain structures and other improvements located on the Real Property, including the stadium ("Stadium") and related structures (collectively the "Improvements", and together with the "Real Property", the "Premises").

2. Option Premises. Tenant shall have the option to include two additional parcels of real property as Leased Premises subject to this Lease (each, an "Option"), subject to the mutual agreement between Landlord and Tenant of the exact dimensions of the Option Parcels at the time an Option is proposed to be exercised. The first parcel is generally located beyond the left field fence of the Stadium ("Option Parcel A"), and the second is generally located beyond the right field fence of the Stadium ("Option Parcel B", and together with Option Parcel A, the "Option Parcels"). The Option Parcels shall be used for Stadium-related facilities as approved by the Long Beach City Manager or designee ("City Manager"). Tenant may exercise either or both Options, at any time, provided that (i) Tenant has submitted to City, and City has approved in its sole discretion, design plans for any improvements to be constructed on the applicable Option

1 parcel, and (ii) Tenant has given Landlord at least one hundred (180) days advance
2 written notice of exercise of an Option. Upon valid exercise of an Option, (i) Tenant shall
3 thereafter be obligated to construct, at its own cost and expense, all improvements in
4 accordance with the approved plans, and (ii) the applicable Option parcel and
5 improvements thereon shall thereafter constitute Leased Premises and shall be subject
6 to this Lease and Landlord and Tenant shall execute an amendment to this Lease
7 formally recognizing the same. Tenant's obligation to construct improvements upon the
8 applicable Option parcel shall constitute consideration for its inclusion in the Premises,
9 and no further rent shall be payable by Tenant to Landlord in connection with such Option
10 parcel.

11 3. Term. The term of this Lease shall commence on September 1,
12 2010 (the "Commencement Date") and shall terminate on August 31, 2021 ("Initial
13 Term"), unless sooner terminated or extended as provided herein (the "Term"). Tenant
14 shall have the right to terminate this Lease for any reason upon at least one hundred
15 eighty (180) days advance written notice to Landlord; provided, however, that should the
16 proposed termination date be scheduled to occur during a baseball season then the
17 parties agree to negotiate in good faith to determine an alternate termination date to
18 avoid the in-season transfer of operations of the Premises.

19 4. Options to Extend. The Term may be extended by Tenant for four
20 (4) additional periods of eleven (11) years each. The first extension option shall extend
21 the term from September 1, 2021 through August 31, 2032 ("First Extension Term"); the
22 second extension option shall extend the term from September 1, 2032 through August
23 31, 2043 ("Second Extension Term"); the third extension option shall extend the term
24 from September 1, 2043 through August 31, 2054 ("Third Extension Term"); and the
25 fourth extension option shall extend the term from September 1, 2054 through August 31,
26 2065 (the "Fourth Extension Term", and together with the First Extension Term, the
27 Second Extension Term and the Third Extension Term, the "Extension Terms"). Prior to
28 exercising the options for the Second Extension Term, Third Extension Term or Fourth

1 Extension Term, the requirements of Section 16 shall have been satisfied. Tenant shall
2 deliver Landlord written notice of its election to exercise not more than eighteen (18)
3 months, and not less than one (1) year, before the then-current expiration date of the
4 Term. The parties shall execute an amendment to this Lease formally recognizing the
5 extended Term. All other terms and conditions of this Lease shall remain in full force and
6 effect during the extension periods. Tenant shall have no right to exercise any extension
7 option during periods in which Tenant has received written notice from Landlord that
8 Tenant is not in compliance with the terms and conditions of this Lease.

9 5. Use.

10 A. Tenant shall use the Premises to conduct collegiate sporting
11 events, filming, sports camps, campus ceremonies, and related uses, including
12 without limitation parking for such events. Any other use shall be subject to the prior
13 approval of Landlord, which approval shall not be unreasonably withheld.
14 Landlord's approval of such other uses may be conditioned upon requiring Tenant to
15 provide notice to neighbors and to use managed parking control for large or late
16 night events. Any approvals imparted by this Lease by City shall be in its capacity
17 as property owner and Landlord only, and not in its capacity as a local regulatory
18 body. All uses of the Premises by Tenant shall comply with local codes and
19 regulations, including without limitation permit requirements applicable to special
20 events and filming.

21 B. Landlord acknowledges that Tenant intends to serve alcoholic
22 beverages on the Premises, and Landlord, acting strictly in its capacity as Landlord
23 and not in its capacity as regulatory authority, agrees to reasonably cooperate to the
24 extent necessary for Tenant to apply for necessary licenses and/or permits.

25 C. Tenant acknowledges that the parking lot adjacent to the
26 Stadium ("Parking Lot") is not a part of the Premises, but nevertheless is used for
27 many stadium events pursuant to an agreement between City and the Long Beach
28 Unified School District ("LBUSD"). Should Tenant determine that additional parking

1 may be required for an event, Tenant shall coordinate with the City Manager for
2 closure of Federation Drive at least two (2) weeks prior to such event, or such lesser
3 period of time if two (2) weeks notice is not possible due to the nature of the event.
4 Tenant agrees to enter into an agreement with the LBUSD for joint use of the
5 Parking Lot ("Parking Agreement"), and shall use its best efforts to maintain some
6 level of use rights throughout the Term. Landlord agrees to reasonably cooperate
7 with Tenant to facilitate execution of the Parking Agreement and to cooperate with
8 Tenant in future efforts to extend the term of the Parking Agreement.

9 D. Tenant shall at all times operate the Premises in accordance
10 with applicable local, state and Federal laws, including without limitation laws
11 regarding noise, parking and other operational aspects of the Premises. Landlord
12 enters into this Lease in its capacity as fee owner of the Premises only. This Lease
13 shall not waive any right Landlord may have to regulate the Premises and the
14 operation thereof in its capacity as a local municipality, nor shall this Lease release
15 Tenant from having to comply with all local ordinances, rules and regulations
16 generally applicable to property owners and users within the jurisdiction of the City
17 of Long Beach.

18 6. Landlord Reserved Use. Landlord reserves the right to use the
19 Premises for up to forty (40) days each calendar year (pro-rated for any partial calendar
20 years during the Term) ("City Days") in order to conduct non-commercial community
21 service, athletic, or recreational events, or other commercial events approved by Tenant
22 (collectively, "City Events"), and will allow LBUSD to use up to twenty-two (22) City Days
23 to conduct up to twenty-six (26) high school baseball games including without limitation
24 pre-season, regular season, and first round play-off games ("High School Events").

25 A. Landlord and Tenant acknowledge and agree that City Events
26 shall be non-commercial in nature. City Events which are commercial in nature or
27 otherwise do not meet the use requirements immediately above shall be subject to
28 approval by Tenant, which approval shall not be unreasonably withheld; provided,

1 however, that it shall be reasonable for Tenant to withhold consent to proposed City
2 Events which compete with Tenant-scheduled events. Each day of an approved
3 City Event shall constitute a "City Day" hereunder and Tenant shall be entitled to
4 offset rent in accordance with Section 12. Representatives of Landlord and Tenant
5 shall meet on or about July 1 of each year, at which meeting Landlord shall present
6 its proposed schedule of City Events for the next calendar year (January 1 through
7 December 31). Landlord shall complete one of Tenant's standard Facility Use
8 Agreement for the aggregate proposed City Events for the calendar year, and shall
9 comply with the requirements of the Facility Use Agreement, including without
10 limitation compliance with Tenant's standard insurance requirements. Either party
11 shall have the right to require the other party to thereafter attend additional schedule
12 coordination meetings upon at least ten (10) days advance written notice, but in no
13 event shall there be more than four (4) such schedule coordination meetings per
14 calendar year.

15 B. Landlord and Tenant acknowledge and agree that LBUSD high
16 school sports teams have historically used the Premises from February through May
17 of each calendar year, and the primary reason to reserve City Days is to continue to
18 support LBUSD high school sports at the Premises. Landlord and Tenant
19 acknowledge and agree that High School Events shall be non-commercial in nature.
20 Proposed High School Events which are commercial in nature or otherwise do not
21 meet the use requirements in this Section shall be subject to approval by Tenant,
22 which approval shall not be unreasonably withheld; provided, however, that it shall
23 be reasonable for Tenant to withhold consent to proposed High School Events
24 which compete with Tenant-scheduled events. Each day of an approved High
25 School Event shall constitute a "City Day" hereunder and Tenant shall be entitled to
26 offset rent in accordance with Section 12. Representatives of Landlord, LBUSD and
27 Tenant shall meet on or about July 1 of each year, at which meeting Landlord and
28 LBUSD shall present their proposed schedule of High School Events for the next

1 calendar year (January 1 through December 31). Landlord and LBUSD shall
2 complete one of Tenant's standard Facility Use Agreement for the aggregate
3 proposed High School Events for the calendar year, and shall comply with the
4 requirements of the Facility Use Agreement, including without limitation compliance
5 with Tenant's standard insurance requirements. Either party shall have the right to
6 require the other party to thereafter attend additional schedule coordination
7 meetings upon at least ten (10) days advance written notice, but in no event shall
8 there be more than four (4) such schedule coordination meetings per calendar year.
9 Landlord agrees that no High School Events shall be scheduled on the day
10 immediately prior to the first game of a three-game series hosted by CSULB at the
11 Premises.

12 C. Landlord and Tenant acknowledge and agree that in addition to
13 its approved annual calendar of City Events and High School Events, Landlord shall
14 have the right to add additional events (including additional High School Events) at
15 any time during the calendar year provided that Landlord complies with Tenant's
16 standard procedure for rental of campus facilities, and amends any existing Facility
17 Use Agreement to include such additional event(s). Landlord may conduct City
18 Events and/or High School Events on its proposed dates except to the extent that
19 such dates conflict with scheduled CSULB baseball games, scheduled maintenance
20 activities of reasonable duration, or other previously scheduled events, in which
21 event Landlord and Tenant shall reasonably cooperate to accommodate Landlord's
22 proposed schedule, but in no event shall Tenant be required to reschedule any
23 previously scheduled event. Landlord acknowledges that CSULB baseball game
24 dates and times are subject to change due to television coverage and/or weather
25 which may require previously scheduled games to be changed to a new date or
26 time. In the event a rescheduled CSULB baseball game conflicts with a scheduled
27 City Day then the rescheduled CSULB baseball game shall take priority over the
28 scheduled City Day, and the parties shall make a good faith effort to reschedule the

1 City or High School Event.

2 D. During all City Days, Tenant shall receive rent-offsets for City
3 Days pursuant to Section 12.A, and operating cost avoidance pursuant to Section
4 12.B, therefore Tenant shall provide use of the Premises, standard concessions
5 (Tenant shall retain all rights to concession revenue generated by City Events and
6 High School Events), pre-event standard custodial services, standard field
7 preparation (if applicable) and field lighting (if applicable) (collectively, the "Standard
8 Service"), at no charge to Landlord or LBUSD. Landlord shall provide post-event
9 custodial services to the Premises (excluding the field), at no charge to Tenant.
10 Landlord shall reimburse Tenant for its direct costs associated with provision of
11 security, extraordinary custodial services (above and beyond the Standard Service),
12 and any extraordinary field preparation (above and beyond the Standard Service)
13 for each City Day; provided, however, that at Landlord's request, Tenant shall allow
14 Landlord, at Landlord's cost, to provide Standard Service at specific City Events or
15 High School Events whenever it is reasonably practicable for Tenant to do so, and
16 in such instances Tenant shall not be entitled to any reimbursement. Any additional
17 services above and beyond the Standard Service required or requested by Landlord
18 in connection with a City Event or High School Event shall be provided and/or paid
19 for by Landlord.

20 7. Security. Landlord shall, at its own cost and expense and without
21 reimbursement to Tenant, provide necessary security for the Premises during all City
22 Events and High School Events. Tenant, at its own cost and expense, shall provide
23 security for the Premises at all other times.

24 8. Base Rent. Beginning on the Commencement Date and continuing
25 thereafter through the end of the Term, Tenant shall pay to Landlord as rent the sum of
26 Three Hundred Thirty-Eight Thousand Dollars (\$338,000) per year ("Base Rent"),
27 payable for the Initial Term and each Extension Term, in arrears, on or before October 1
28 following the expiration date of the Initial Term or the Extension Terms, as applicable,

1 subject to the offsets provided in Section 12, but otherwise without deduction, demand, or
2 notice. The Base Rent to be paid to Landlord by Tenant for the Premises shall be
3 increased on September 1, 2011 (the "Initial Adjustment Date"), and annually thereafter
4 effective on each anniversary of the Initial Adjustment Date (each, including the Initial
5 Adjustment Date, a "Rent Adjustment Date"), by the 12 Months (June-June) Percent
6 Change in the Consumer Price Index for All Urban Consumers, All Items, Base Period
7 1982-84=100, for the Los Angeles-Riverside-Orange County, CA Area, published by the
8 United States Department of Labor, Bureau of Labor Statistics (CUURA 421SA0). The
9 monthly index immediately prior to each Rent Adjustment Date shall be the "Current
10 Index," and the monthly index for the same month from the year previous shall be the
11 "Beginning Index". If the Current Index is greater than the Beginning Index, the then-
12 current rent shall increase by the same percentage rounded to the nearest tenth as did
13 the Current Index increase over the Beginning Index, so that the monthly rent or adjusted
14 rent shall increase each year by the same percentage as did the Consumer Price Index.

15 9. Percentage Rent. In addition to the Base Rent described above,
16 Beginning on the Commencement Date and continuing annually thereafter for the
17 remainder of the Term, Tenant shall pay to Landlord on each October 1 in arrears,
18 without offset, deduction, demand or notice, an amount equal to eight percent (8%) of the
19 Eligible Gross Revenue in excess of the Revenue Retention Threshold, attributable to
20 Tenant's use of the Premises ("Percentage Rent"). The term "Eligible Gross Revenue"
21 includes all revenue from advertising (as apportioned in any given year pursuant to the
22 formula described on Exhibit "F" attached hereto), concessions and naming rights
23 measured from July 1 of each year through June 30 of the following year, but excludes
24 gifts for scholarships or coaching endowments. The "Revenue Retention Threshold"
25 shall be an amount equal to Six Hundred Thousand Dollars (\$600,000), subject to
26 increase in exactly the same manner as Base Rent.

27 10. Community Sports Clinics. Tenant shall work with City's Parks,
28 Recreation & Marine Department to jointly provide a minimum of six (6) selected annual

1 youth sports clinics for track & field, tennis, soccer, golf, basketball, baseball, volleyball,
2 softball and water polo in conjunction with its intercollegiate teams and coaches and in
3 accordance with all applicable rules and regulations of the National Collegiate Athletic
4 Association (collectively, the "Clinics"). On or about April 1 of each year, Landlord and
5 Tenant shall meet to coordinate scheduling of the Clinics for the upcoming year, and shall
6 promptly thereafter execute an agreement outlining the scope, date, time and location of
7 each of the Clinics. If Tenant shall fail to provide any of the Clinics mutually agreed to
8 and defined in the annual agreement described immediately above, Tenant shall be
9 obligated to make a \$1,000 donation to Partners of Parks, a California non-profit
10 corporation, for each Clinic not offered, or such other donation of money or services
11 mutually acceptable to Landlord and Tenant.

12 11. Advertising Package. Tenant shall grant advertising rights to
13 Landlord, at no charge, in accordance with Exhibit "E" attached hereto.

14 12. Offsets to Rent and Net Accrued Rent.

15 A. City Days. Base Rent shall be offset by an amount equal to the
16 product of (x) the then-current daily Base Rent (pro rated assuming there are 250
17 "event" days in a calendar year; for example, the initial pro rated daily Base Rent
18 shall be \$338,000 divided by 250, or \$1,352) times (y) the number of days on which
19 there were scheduled City Days (whether or not such City Events and/or High
20 School Events actually occur).

21 B. Operating Cost Avoidance. The parties agree that Landlord's
22 average operating cost for the Premises as of the date of this Lease is \$346,000 per
23 year ("Avoided Operating Cost"). The Avoided Operating Cost shall be subject to
24 increase in exactly the same manner as Base Rent. For the entirety of the Term,
25 Base Rent shall be offset by an annual amount equal to fifty percent (50%) of the
26 Avoided Operating Cost applicable to any given year.

27 C. Capital Improvement Expenditures. Base Rent for the Initial
28 Term or any Extension Term shall be offset by the Capital Improvement Offset

1 Amount. For purposes of the Initial Term only, the "Capital Improvement Offset
2 Amount" shall be an amount equal to twenty-four and four tenths percent (24.4%) of
3 the amount of documented expenditures (such expenditures shall be adjusted for
4 inflation in the same manner as Base Rent is adjusted in Section 8) by Tenant on
5 Capital Improvements (as defined in Section 15). For purposes of the First
6 Extension Term only, the "Capital Improvement Offset Amount" shall be an amount
7 equal to sixty-one and one hundredths percent (61.01%) of the amount of
8 documented expenditures (such expenditures shall be adjusted for inflation in the
9 same manner as Base Rent is adjusted in Section 8) by Tenant on Capital
10 Improvements. For purposes of the remainder of the Term after the First Extension
11 Term, the "Capital Improvement Offset Amount" shall be an amount equal to the
12 documented expenditures by Tenant on Capital Improvements in any given
13 Extension Term. The Capital Improvement Offset Amount shall accrue beginning
14 with the first year a Capital Improvement expenditure is made by Tenant, and shall
15 continue to accrue until it is offset against Base Rent due at the end of the Initial
16 Term or the end each Extension Term, as applicable. The Capital Improvement
17 Offset Amount shall reset to zero immediately upon the commencement of each
18 individual Extension Term, so that only Capital Improvement expenditures made
19 during the Initial Term (and each Extension Term) are available for use as offset in
20 the corresponding Initial Term or Extension Term, as applicable.

21 D. Accounting and Treatment of Net Accrued Rent. On or before
22 October 1 of each year during the Term, Tenant shall provide Landlord with (i) a
23 detailed accounting of Base Rent due and all offsets under this Section, and (ii) a
24 calculation of net rent accrued after offsets ("Net Accrued Rent") or of a net rent
25 credit if offsets exceed Base Rent ("Net Accrued Credit").

26 13. Equipment. Landlord shall transfer to Tenant, without charge, all
27 equipment and personal property (including any upgrades and replacements, the
28 "Equipment") located on the Premises and more particularly described in Exhibit "B"

1 attached hereto, pursuant to a Bill of Sale generally in the form attached hereto as Exhibit
2 "C". Tenant, at its own cost and expense, shall repair and replace all pieces of
3 Equipment as necessary so that all Equipment maintained at the Premises during the
4 Term and returned to Landlord at the end of the Term are equivalent in form and function
5 as the Equipment Tenant initially received from Landlord. Upon expiration of the Term,
6 Tenant shall execute and deliver to Landlord a Bill of Sale for the Equipment generally in
7 the form attached hereto as Exhibit "C", transferring all Equipment back to Landlord
8 without charge. Tenant shall ensure that all Equipment is available for use at the
9 Premises by Tenant (or its designee) during City Events.

10 14. Condition of Premises. Tenant accepts the Premises in their "as is"
11 condition and acknowledges that Tenant has not received and Landlord has not made
12 any warranty, express or implied as to the condition of the Premises, or any
13 improvements, structures, substructures, or infrastructures located thereon.

14 15. Capital Improvements. Tenant shall be required to spend certain
15 amounts on capital improvements to the Premises approved by Landlord ("Capital
16 Improvements"). Capital Improvements shall include those improvements which add
17 additional capacity or function to the Premises and/or which extend the useful life of the
18 Premises for at least five (5) years, and shall include qualifying improvements
19 constructed in connection with the development of the Option Parcels and/or in
20 connection with the rehabilitation of the Parking Lot described in Section 5.C. A non-
21 exclusive list of Capital Improvements is attached hereto as Exhibit "G". Tenant shall be
22 required to expend at least Five Million Dollars (\$5,000,000) during the Initial Term, and
23 at least Two Million Dollars (\$2,000,000) during the First Extension Term, on Capital
24 Improvements in accordance with the schedule attached as Exhibit "D" hereto. Tenant
25 shall obtain prior written approval from landlord for all Capital Improvements. Capital
26 Improvements shall not include maintenance costs and routine repairs, such as interior
27 painting, carpet replacement, laser grading, turf replacement, and/or weed and pest
28 abatement. After the expiration of the First Extension Term and thereafter, Tenant's

1 Capital Improvement obligations shall be determined pursuant to Section 16.

2 16. Reserve Studies. On or before the date which is twenty-four (24)
3 months prior to the expiration date of the First Extension Term, the Second Extension
4 Term, and the Third Extension Term, Landlord shall submit to Tenant a list of three (3)
5 independent engineering firms with previous experience preparing reserve studies in the
6 Los Angeles metropolitan area. Tenant shall thereafter promptly select one firm from the
7 Landlord-approved list and cause such independent engineering firm to prepare, at
8 Tenant's cost and expense (which expense shall constitute a Capital Improvement for
9 purposes of calculating the Capital Improvement Offset Amount), an independent reserve
10 study (each, a "Reserve Study") which shall include, without limitation, an analysis of (1)
11 all items on the Premises subject to periodic replacement, (2) the total useful life of each
12 item, (3) the remaining useful life of each item, (4) the current cost of replacement of
13 each item, (5) the estimated future cost of replacement at the expiration of the remaining
14 useful life of each item, and (6) a summary listing and cost tabulation of all items to be
15 replaced in each year of the renewal term and recommendations for an additional amount
16 of money to be expended by Tenant for Capital Improvements to the Premises over the
17 upcoming Extension Term. Tenant shall submit such Reserve Study to Landlord for
18 review, not more than eighteen (18) months and not less than one (1) year, before the
19 then-current expiration date of the Term. Within sixty (60) days of receipt of the Reserve
20 Study Landlord shall either approve of the Reserve Study or alternatively provide written
21 comments thereto to Tenant. Tenant and Landlord shall thereafter have sixty (60) days
22 within which to negotiate in good faith and address any outstanding issues regarding the
23 content of the Reserve Study. Should the parties fail to mutually accept the findings of
24 the Reserve Study, Landlord shall submit to Tenant a list of three (3) independent
25 arbitrators in the Los Angeles area with previous experience arbitrating similar disputes.
26 Tenant shall thereafter promptly select on arbitrator from the list and the parties shall
27 promptly submit the matter to arbitration and the finding of the arbitrator with respect to
28 the appropriate level of Capital Improvements shall be final. Upon acceptance by both

1 parties of a final Reserve Study (or the completion of arbitration with respect thereto),
2 Tenant, at its sole cost and expense, shall be obligated to comply with the capital
3 improvement schedules contained in such Reserve Study. Five (5) years after the first
4 day of each Extension Term for which a Reserve Study is required, the applicable
5 Reserve Study shall be updated, at Tenant's expense, by the engineering firm which
6 originally prepared the Reserve Study, and Tenant shall be obligated to comply with any
7 additional capital improvement schedules contained in such update.

8 17. Possessory Interest Taxes. Tenant acknowledges that should this
9 Lease create a possessory interest subject to taxation, Tenant shall be liable for payment
10 of taxes levied on such interest.

11 18. Relocation. Tenant agrees that nothing in this Lease shall create
12 any right in Tenant to any relocation assistance or payment pursuant to the provisions of
13 Title 1, Division 7, Chapter 16 of the Government Code, or any successor statute, from
14 Landlord on the termination or expiration of this Lease.

15 19. Insurance.

16 A. Concurrent with the Commencement Date of this Lease and
17 throughout the term, Tenant shall procure and maintain, at its cost, from insurance
18 companies admitted to write insurance in the State of California or from non-
19 admitted insurers that are on California's List of Eligible Surplus Lines Insurers
20 ("LESLI") and that have a minimum rating of or equivalent to A:VII by A.M. Best
21 Company, or a program of self insurance approved in writing by Landlord's Risk
22 Manager, or designee:

23 i. Commercial general liability insurance (equivalent in
24 coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11
25 85 or 10 93), in an amount not less than Five Million Dollars (\$5,000,000)
26 per occurrence. Such insurance shall include, as may be applicable to
27 Tenant's operations, products and completed operations, and fire legal
28 liability, and shall not limit or exclude coverage for contractual liability,

1 independent contractors' liability, or cross liability protection. This
2 insurance shall be endorsed to include Landlord, its boards, commissions,
3 officials, employees and agents as additional insureds (by an endorsement
4 equivalent in coverage scope to ISO form CG 20 26 11 85) and to waive the
5 insurers' rights of subrogation against Landlord, its boards, commissions,
6 officials, employees and agents.

7 ii. Workers' compensation insurance as required by the
8 Labor Code of the State of California and employer's liability insurance with
9 minimum limits of One Million Dollars (\$1,000,000) per accident or
10 occupational disease. The policy shall be endorsed by the insurer to waive
11 the insurer's rights of subrogation against Landlord, its boards,
12 commissions, officials, employees and agents.

13 iii. Commercial automobile liability insurance (equivalent
14 in coverage scope to ISO form CA 00 01 06 9) in an amount not less than
15 One Million Dollars (\$1,000,000) combined single limit.

16 iv. Special perils "all risk" property insurance, including
17 debris removal but excluding earthquake and flood, in an amount to cover
18 the full replacement value of the Premises. Under this coverage, Landlord
19 shall be an additional insured and loss payee as its interests may appear.

20 v. Special perils "all risk" property insurance, including
21 debris removal and builders risk coverage during the course of any
22 construction on the Premises, in an amount sufficient to cover the full
23 replacement value of buildings and structural improvements constructed or
24 erected on or about the Premises by Tenant. Landlord shall be named as
25 an additional insured under a standard loss payable endorsement.

26 vi. Special perils "all risk" property insurance, in an
27 amount sufficient to cover the full replacement value of Tenant's personal
28 property and equipment on the Premises, whether owned, leased, or in the

1 care, custody or control of Tenant, and of Landlord's personal property and
2 equipment on the Premises including but not limited to furnishings and
3 equipment. Landlord shall be named as an additional insured under a
4 standard loss payable endorsement, as its interests may appear.

5 vii. Special perils "all risk" property insurance covering
6 business interruption in an amount equal to the Base Rent for a period of
7 twenty-four (24) months. Landlord shall be named loss payee under a
8 standard loss payable endorsement.

9 viii. Any other insurance that may be required by the state
10 and any federal regulatory agency having jurisdiction over Tenant's
11 business.

12 B. If Tenant fails to procure or maintain any insurance required
13 herein, then Landlord may, at Landlord's sole discretion, procure and maintain such
14 insurance on behalf of Tenant at Tenant's sole expense, and Tenant shall pay the
15 cost of such insurance to Landlord as additional rent.

16 C. If Landlord exercises its discretion with respect to the
17 procurement or maintenance of insurance for and on behalf of Tenant hereunder,
18 then Tenant shall pay the cost of insurance as additional rent, within thirty (30) days
19 after receipt of an invoice therefor. If Tenant fails to pay the invoice, when due,
20 interest shall accrue and be due on the unpaid amount at the rate of two percent
21 (2%) per month, or the maximum allowed by law, whichever is greater, commencing
22 on the thirty-first (31st) day after the date of the invoice and compounded monthly.

23 D. Tenant shall provide to Landlord all policy information
24 reasonably requested by Landlord and shall make available as soon as practicable
25 to Landlord during Tenant's normal business hours all books, records and other
26 information relating to insurance and shall provide copies of policies to Landlord
27 upon request.
28

1 E. On execution of this Lease or as otherwise stated herein,
2 Tenant shall deliver to Landlord certificates of insurance and endorsements required
3 herein, for approval as to sufficiency and form. The certificates and endorsements
4 for each insurance policy shall contain the original or electronic signatures of
5 persons authorized by that insurer to bind coverage on its behalf. Tenant shall
6 provide Landlord with certificates of insurance and endorsements for renewal
7 policies within thirty (30) days after the existing policy expires. Landlord reserves
8 the right to require complete certified copies of all policies at any time.

9 F. All insurance required herein shall be separately endorsed to
10 require at least thirty (30) days prior written notice of cancellation (or ten (10) days
11 prior written notice if cancellation is due to nonpayment of premiums), nonrenewal,
12 or reduction in coverage or limits (other than reduction of limits due to claims paid)
13 and to provide that coverage shall be primary and not contributing to any other
14 insurance or self-insurance maintained by Landlord, its boards, commissions,
15 officials, employees, and agents.

16 G. Any self-insurance program, self-insured retention or deductible
17 must be approved separately in writing by Landlord's Risk Manager, or designee,
18 and shall protect Landlord, its boards, commissions, officials, employees and agents
19 in the same manner and to the same extent as they would have been protected had
20 the policy or policies not contained such retention or deductible provisions.

21 H. With respect to damage to property, Landlord and Tenant
22 hereby waive all rights of subrogation, one against the other, but only to the extent
23 that collectible commercial insurance is available for such damage.

24 I. Not more frequently than every three (3) years or upon any new
25 construction on the Premises or upon any assignment or transfer approved by
26 Landlord in accordance with the provisions of this Lease, if in the opinion of
27 Landlord's Risk Manager or designee, the amount, scope, or types of coverages
28 specified herein are not adequate, Tenant shall amend its insurance as required by

1 Landlord's Risk Manager or designee unless Tenant establishes that any such
2 amendments are not reasonably based on the insurance, or actuarially-certified self-
3 insurance, maintained by similar entities in the same geographic region. Such
4 amendments may include but are not limited to coverage for earthquake and flood, if
5 available from responsible insurance companies at reasonable cost.

6 J. Such insurance as required herein shall not be deemed to limit
7 Tenant's liability in any way under this Lease. The procuring or maintaining of
8 insurance shall not be construed as performance of the indemnity provisions of this
9 Lease. Landlord makes no representations that the limits or forms of coverage of
10 insurance specified herein are adequate to cover Tenant's liability or obligations
11 hereunder or otherwise.

12 K. Any modification or waiver of any insurance requirement shall
13 be made only with the written approval of Landlord's Risk Manager or designee.

14 20. Surrender of Premises. On the expiration or sooner termination of
15 this Lease, Tenant shall deliver to Landlord possession of the Premises in the same or
16 better condition as immediately prior to the Commencement Date, reasonable wear and
17 tear excepted (but such exception shall not in any way affect Tenant's obligations under
18 this Lease to maintain the Premises and/or make Capital Improvements). All
19 Improvements and Equipment shall immediately become the property of Landlord without
20 any payment therefore from Landlord to Tenant. Tenant shall have no right to remove
21 any Improvements or Equipment.

22 21. Assignment and Sublease. Tenant shall not assign, sublease or
23 transfer this Lease or any interest herein or any right hereunder, nor delegate any duties
24 hereunder provided, without the express written consent of Landlord, which may be
25 withheld in its sole and absolute discretion. Notwithstanding the foregoing, contracts,
26 licenses or subleases with concessionaires or maintenance providers shall not require
27 Landlord approval. Any attempted assignment, transfer, delegation and any grant or
28 sublease in violation of this Section shall be void and any assignee, transferee, delegate,

1 grantee, or sublessee shall acquire no right or interest by reason of such attempted
2 assignment, transfer, delegation, grant, or sublease.

3 22. Default. The occurrence of any one or more of the following acts
4 shall constitute a default by Tenant:

5 A. Failure to pay Rent when due if the failure continues after five
6 (5) days' notice;

7 B. Abandonment of the Premises, in whole or in part, for a period
8 of ninety (90) days or more. Temporary closures shall not relieve Tenant of
9 Tenant's duty to maintain the Premises at all times in accordance with the terms of
10 this Lease;

11 C. Any attempted assignment, transfer, or sublease or subcontract
12 in violation of this Lease;

13 D. Failure to maintain the insurance required herein, subject to the
14 thirty-day cure period described in Subsection "H" of this Section;

15 E. If applicable, failure to pay when due all fees and charges for
16 any municipal service or commodity provided by the City of Long Beach in its
17 municipal capacity, including but not limited to water, sewer, gas, electricity, refuse
18 collection, or recycling, subject to the thirty-day cure period described in Subsection
19 "H" of this Section;

20 F. To the extent permitted by the United States Bankruptcy Code,
21 insolvency of Tenant, which shall be deemed to include an assignment by Tenant
22 for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy;
23 an adjudication that Tenant is bankrupt; the appointment of a receiver of the
24 properties of Tenant if the receiver is not discharged within fifteen (15) days; the
25 filing of an involuntary petition of bankruptcy and failure of Tenant to secure a
26 dismissal of the petition within thirty (30) days after filing; attachment of or the
27 levying of execution on the leasehold interest and failure of Tenant to secure
28 discharge of the attachment or release of the levy of execution within fifteen (15)

1 days. In the event of any of the foregoing, no notice that an event of default has
2 occurred shall be required from Landlord;

3 G. Failure to comply with any applicable law, rule, ordinance, or
4 regulation;

5 H. Any failure to perform any other term, covenant, or condition of
6 this Lease not specifically identified in this Section or elsewhere in this Lease, if said
7 failure is not cured within thirty (30) days after Landlord gives notice to Tenant of
8 said failure. If the default cannot reasonably be cured in thirty (30) days, then
9 Tenant shall not be in default if Tenant begins to cure within said period and
10 diligently proceeds to cure to completion, but in no event shall such cure period
11 exceed ninety (90) days.

12 23. Remedies. Upon the occurrence of any default, in addition to any
13 other rights or remedies of Landlord hereunder, by law or in equity, Landlord shall have
14 the following rights and remedies:

15 A. Landlord may terminate this Lease by giving to Tenant notice of
16 termination, and Tenant shall immediately surrender possession of the Premises as
17 described elsewhere herein, leaving them in good repair and condition subject to
18 reasonable wear and tear. Termination hereunder shall not relieve Tenant from the
19 payment of any sum due to Landlord or from any claim that Landlord may have for
20 damages or indemnity. Landlord shall be entitled to recover from Tenant all
21 damages incurred by Landlord including but not limited to the cost of recovering
22 possession, expenses related to repairs, and reasonable attorney's fees.

23 B. Landlord may continue the Lease in full force and effect and
24 enforce all of its rights and remedies hereunder.

25 C. Landlord may convert this Lease to a year-to-year tenancy or a
26 month-to-month tenancy by notice to Tenant.

27 D. Landlord may require that Tenant provide evidence that Tenant
28 can meet its current financial obligations, liabilities and expenses.

1 E. Landlord, at its option, may re-let the whole or any part of the
2 Premises from time to time, either in the name of Landlord or otherwise, to such
3 tenants, for such terms ending before, on, or after the expiration of the term of this
4 Lease, at such rent and on such conditions as Landlord, in its sole discretion, may
5 determine to be appropriate. To the extent allowed by law, Landlord shall not be
6 liable for refusal to re-let or, in the event of re-letting, for failure to collect rent, and
7 no such failure shall operate to relieve Tenant of any liability under this Lease.

8 F. Whether or not Landlord retakes possession or re-lets the
9 Premises, Landlord shall have the right to recover unpaid rent, unpaid additional
10 rent, and all other damages caused by Tenant's default, less any net amounts
11 actually recovered by Landlord by re-letting the Premises. Damages shall include
12 but not be limited to all unpaid rent, all unpaid additional rent, all legal expenses and
13 related costs incurred by Landlord as a result of Tenant's default, all costs incurred
14 by Landlord in restoring the Premises to good order and condition, and the value of
15 Landlord's staff time expended as a result of the default.

16 G. Nothing in this Lease shall be deemed to require that Landlord
17 wait until the date on which the Lease term expires to bring or maintain any suit or
18 action relating to this Lease.

19 H. These remedies are not exclusive but cumulative to other
20 remedies provided by law in the event of Tenant's default and the exercise by
21 Landlord of one or more rights and remedies shall not preclude Landlord's exercise
22 of additional or different remedies for the same or any other default by Tenant.

23 24. Notices. All notices required hereunder shall be in writing and
24 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
25 as follows:

26 To Tenant: California State University, Long Beach
27 1250 Bellflower
28 Long Beach, CA 90840
 Attention: Director of Procurement Services

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To Landlord: City of Long Beach
2760 Studebaker
Long Beach, CA 90815
Attention: Director of Parks, Recreation & Marine

Change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

25. Tenant Indemnity.

A. To the fullest extent provided by law, Tenant shall defend, indemnify, and hold harmless Landlord, its officials, employees and agents (collectively in this Section "Landlord") from and against any and all causes of actions, damage, proceedings, claims, demands, loss, liens, costs and expenses alleging injury to or death of persons, or damage to property, including property owned by Landlord, or any other claim of damage brought, made, filed against, imposed on or sustained by the indemnified parties, or any of them, arising after the execution of this Lease and arising from or attributable to or caused, directly or indirectly (collectively or individually, a "claim"):

i. by the use of the Premises or any equipment or materials located thereon, or from operations conducted thereon by Tenant, its employees, invitees, agents, or by any person or persons acting on behalf of Tenant and with Tenant's knowledge and consent, express or implied;

ii. by reason of or arising out of the condition or state of repair or maintenance of the Premises;

iii. by the construction, improvement or repair of the improvements and facilities on the Premises by Tenant, its officers, employees, contractors, agents or invitees, or by any person or persons acting on behalf of Tenant and with Tenant's knowledge and consent, express or implied; or

1 iv. by reason of injury to or death of employees of Tenant
2 or others as a result of Tenant's failure or refusal to comply with the
3 provisions of Section 6300 et seq. of the California Labor Code or any
4 federal, state or local regulations or laws pertaining to the safety of the
5 Premises or of equipment located upon the Premises; and

6 v. by acts or omissions of Tenant, regardless of whether
7 any act or omission of Landlord contributed thereto, but excluding any claim
8 caused by the sole negligence of Landlord.

9 B. With respect to any claim, Landlord shall notify Tenant thereof,
10 shall tender to Tenant the defense thereof, and shall assist Tenant as may
11 reasonably be requested in the defense thereof. Tenant shall defend such claim,
12 shall conduct or have conducted the necessary investigations related thereto, and
13 Tenant shall indemnify Landlord, unless and until Tenant proves that the indemnity
14 does not apply. Payment of a claim by Landlord or entry of judgment shall not be a
15 condition precedent to recovery under this indemnity.

16 26. Landlord Indemnity.

17 A. To the fullest extent provided by law, Landlord shall defend,
18 indemnify, and hold harmless Tenant, its officials, employees and agents
19 (collectively in this Section "Tenant") from and against any and all causes of actions,
20 damage, proceedings, claims, demands, loss, liens, costs and expenses alleging
21 injury to or death of persons, or damage to property, including property owned by
22 Tenant, or any other claim of damage brought, made, filed against, imposed on or
23 sustained by the indemnified parties, or any of them, arising after the execution of
24 this Lease and arising from or attributable to or caused, directly or indirectly
25 (collectively or individually, a "claim"):

26 i. by the use of the Premises or any equipment or
27 materials located thereon, or from operations conducted thereon by
28 Landlord, its employees, invitees, agents, or by any person or persons

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acting on behalf of Landlord and with Landlord's knowledge and consent, express or implied; and

ii. by acts or omissions of Landlord, regardless of whether any act or omission of Tenant contributed thereto, but excluding any claim caused by the sole negligence of Tenant.

B. With respect to any claim, Tenant shall notify Landlord thereof, shall tender to Landlord the defense thereof, and shall assist Landlord as may reasonably be requested in the defense thereof. Landlord shall defend such claim, shall conduct or have conducted the necessary investigations related thereto, and Landlord shall indemnify Tenant, unless and until Landlord proves that the indemnity does not apply. Payment of a claim by Tenant or entry of judgment shall not be a condition precedent to recovery under this indemnity.

27. Landlord's Right to Re-enter on Termination or Expiration. Tenant shall peaceably deliver possession of the Premises to Landlord on the date of expiration or sooner termination of this Lease. On giving notice of termination to Tenant, Landlord shall have the right to re-enter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without instituting summary or regular legal proceedings. Termination of the Lease and re-entry of the Premises by Landlord shall in no way alter or diminish any obligation of Tenant under the Lease. Tenant waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any reason or in the event Landlord re-enters and takes possession of the Premises in a lawful manner. Tenant agrees that if the manner or method used by Landlord in re-entering or taking possession of the Premises provides Tenant with a cause of action for damages or in forcible entry and detainer, then the total amount of damages to which Tenant shall be entitled in any such action shall be One Dollar. This Section may be filed in any such action and, when filed, it shall be a stipulation by Tenant fixing the total damages to which Tenant is entitled in such action.

1 28. Nondiscrimination. Subject to applicable laws, rules and regulations,
2 Tenant shall not discriminate against any person or group on account of race, religion,
3 national origin, color, age, gender, sexual orientation, AIDS, HIV status, handicap, or
4 disability in the use, operation or maintenance of the Premises or in the employment of
5 any individual.

6 29. Utilities. Tenant shall provide for and pay for all water, sewer, gas,
7 electricity, telephone, refuse, recycling, and other utilities to the Premises, together with
8 the taxes thereon. If any such utilities are not separately metered to Tenant, Tenant shall
9 pay a reasonable proportion to be determined by Landlord of all charges jointly metered
10 with other premises.

11 30. Waiver by Tenant. Landlord shall not be liable for and Tenant
12 hereby waives, to the extent permitted by law, all claims against Landlord, its officials,
13 employees and agents for loss, theft, and damage to equipment, furnishings, furniture,
14 trade and other fixtures, records, and all personal property of Tenant, its employees,
15 invitees, subtenants, and all other persons in or about the Premises, or for loss or
16 damage to Tenant's business, or for loss of income from Tenant's business or use of the
17 Premises, or for injury to or death of persons on or about the Premises from any cause
18 except to the extent caused by Landlord's negligence or willful misconduct.

19 Tenant acknowledges that it is familiar with California Civil Code Section
20 1542 which states: "A general release does not extend to claims which the creditor does
21 not know or suspect to exist in his favor at the time of executing the release, which if
22 known by him must have materially affected his settlement with the debtor." Tenant
23 hereby releases Landlord from any unknown claims and waives its rights under said
24 Section 1542.

25 31. Brokers. By signing this Lease, each party represents that it has had
26 no contacts or dealings regarding the execution of this Lease through a broker or agent
27 or any other person who can claim a right to a commission or fee.

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1 32. Force Majeure. Except as to the payment of Rent, in any case
2 where either party is required to do any act, the inability of that party to perform or delay
3 in performance of that act caused by or resulting from fire, flood, earthquake, explosion,
4 acts of God, war, strikes, lockouts, or any other cause beyond the reasonable control of
5 that party and not due to that party's fault or neglect shall be excused and shall not be a
6 default hereunder. Financial inability to perform shall not be considered cause beyond the
7 reasonable control of the party.

8 33. Naming Rights and Signs. Tenant shall have the right to (i) sell
9 naming rights to commercial enterprises, or (ii) grant naming rights to individuals in return
10 for a donation to Tenant or its affiliated entities, for the Premises or distinct portions
11 thereof; provided that (i) in the case of a commercial naming right, the contract granting
12 the commercial naming rights will expire no later than the expiration or termination of this
13 Lease (provided that the naming right contract term may expire subsequent to the
14 scheduled expiration date of the Lease if Landlord, Tenant and the naming sponsor
15 agree upon a mutually acceptable arrangement at the time such naming right contract is
16 signed) and the proposed grant of the naming right is approved by the Long Beach City
17 Council and otherwise complies with all applicable City regulations regarding naming of
18 City property and facilities, (ii) in the case of the grant of individual naming rights, the
19 name designation shall expire on the date on which the Landlord determines that the
20 cumulative required capital reinvestment in the named facility exceeds one-half (1/2) of
21 the donated amount, and (iii) the proposed name supplements, rather than replaces, the
22 current designation of the Premises as "Blair Field".

23 34. Condemnation.

24 A. If the whole of the Premises or improvements on the Premises
25 is taken by right of eminent domain or otherwise for any public or quasi-public use,
26 then when possession is taken thereunder by the condemnor or when Tenant is
27 deprived of practical use of the Premises or Improvements, whichever date is
28 earlier, this Lease shall terminate. If there is a partial taking so that the remaining

1 portion of the Premises or Improvements cannot be restored to an economically
2 feasible operation or a comparable kind to that which existed prior to the taking,
3 then this Lease shall, at Tenant's option, terminate as of the date when possession
4 was taken by condemnor or when Tenant was deprived of practical use of the
5 Premises, whichever date is earlier.

6 B. If there is a taking by right of eminent domain, the rights and
7 obligations of the parties with reference to the award and the distribution thereof
8 shall be determined in accordance with this Section. The award shall belong to and
9 be paid to Landlord, except that Tenant shall receive from the award a sum
10 attributable to the remaining value of Tenant's leasehold estate. Any sum
11 attributable to loss of good will shall be paid directly by the condemning authority to
12 Tenant. Said sum relating to the value of Improvements made by Tenant shall not
13 exceed the actual cost of Improvements constructed by on or behalf of Tenant.

14 35. No Waiver of Landlord's Rights. The failure or delay of the Landlord
15 to re-enter the Premises, to insist on strict enforcement of any term, covenant or
16 condition herein, to exercise any right, power, privilege, or option arising from any default
17 shall not impair any such right, power, privilege or option or be construed or operate as or
18 be deemed a waiver of any term, covenant or condition of this Lease, of any default, or of
19 any right or remedy (including indemnity) that the Landlord may have and shall not be
20 deemed a waiver of any subsequent or other default of any term, covenant or condition
21 hereof. Landlord's approval to any act by Tenant requiring Landlord's approval shall not
22 be deemed to waive Landlord's approval of any subsequent act of Tenant where
23 approval is required. The receipt and acceptance by Landlord of rent, delinquent or
24 timely, shall not constitute a waiver of any default. Any waiver of any default by Landlord
25 shall be in writing. Failure on the part of Landlord to require exact and complete
26 compliance hereof shall not be construed or deemed in any manner as changing this
27 Lease, nor shall the conduct of the parties be deemed to change this Lease. No right,
28 power, privilege, option, or remedy of Landlord shall be construed as being exhausted by

1 the exercise thereof in one or more instances.

2 36. Access and Right of Entry. Landlord shall have access and the right
3 to enter the Premises during normal business hours with the prior approval of Tenant,
4 which approval shall not be unreasonably withheld. Landlord shall have access and the
5 right to enter the Premises at all other times provided that Landlord gives to Tenant at
6 least forty-eight (48) hours prior notification. Landlord may access the Premises at any
7 time without notice if Landlord reasonably believes an emergency situation exists.

8 37. Maintenance.

9 A. Landlord shall have no responsibility for the repair or
10 maintenance of the Premises or any part thereof after the Commencement Date.
11 Tenant shall at Tenant's sole cost maintain and repair the Premises in accordance
12 with generally accepted industry standards, and upon termination of this Lease shall
13 return the field to Landlord in good condition.

14 B. Tenant hereby waives to the extent permitted by law any right to
15 make repairs at the expense of Landlord or to vacate the Premises in lieu thereof as
16 may be provided by law.

17 C. If Tenant fails to maintain the Premises, Landlord may notify
18 Tenant of such failure. If Tenant fails to correct the situation within thirty (30) days
19 thereafter or such longer period as may be established by Landlord, then Landlord
20 may make the necessary correction and the cost thereof, including but not limited to
21 the cost of labor, materials, equipment and administration, shall be paid by Tenant
22 as additional rent within thirty (30) days after receipt of a statement of said additional
23 rent from Landlord.

24 38. Restoration. Tenant shall promptly give notice to Landlord of
25 damage or destruction to the Premises and the date of same. Tenant shall promptly
26 make proof of loss and proceed to collect all valid claims that Tenant may have against
27 insurers or others based on such damage or destruction. All amounts recovered as a
28 result of said claims shall be used first for the restoration of the Premises, which Tenant

1 shall promptly begin and diligently pursue so that the Premises are restored to
2 substantially the same conditions as they were in immediately before such damage or
3 destruction. Tenant can upon evaluating the option to repair and rebuild, but before
4 making a proof-of-loss and proceeding with the collection of valid claims, terminate this
5 Lease by notice to Landlord. Regardless, if existing laws do not permit restoration, then
6 Tenant may also terminate this Lease by notice to Landlord.

7 If the repair, reconstruction or restoration requires more than 365 days or if
8 the insurance or third-party proceeds will not be sufficient to cover the cost of repair,
9 reconstruction or restoration, then Landlord may request permission from Tenant to
10 control and manage the repairing, reconstruction or restoration, including pursuit of
11 insurance or third-party proceeds. If repair, reconstruction or restoration takes more than
12 365 days to complete, then rent shall be abated as of that date if Tenant is unable to use
13 the Premises for the intended purpose. Unless otherwise noted by written agreement
14 Tenant maintains control and unless terminated by Tenant, the Lease shall continue in
15 full force and effect. If Landlord requests and is allowed to repair, reconstruct or restore,
16 then Landlord shall not be required to expend sums therefore in excess of insurance or
17 third-party proceeds by reason of the casualty. If Landlord repairs, reconstructs or
18 restores, then Tenant shall not receive a rebate or repayment of any rent and Tenant
19 shall not be entitled to any compensation or damages for loss in its use of the whole of
20 any part of the Premises or any inconvenience or annoyance occasioned by such
21 damage, repair, reconstruction or restoration. Tenant agrees the timeline for such repair,
22 reconstruction and restoration would be made with reasonable diligence such that the
23 impact upon City Days will be reasonably mitigated..

24 39. Waiver of Jury Trial. Landlord and Tenant hereby waive their
25 respective rights to trial by jury of any contract or tort claim, counterclaim, cross-
26 complaint, or any other cause of action in any action, proceeding, or hearing brought by
27 either party against the other on any matter in any way connected with this Lease, or with
28 the relationship of the parties, including but not limited to the enforcement of any law,

1 rule, ordinance, or regulation.

2 40. No Encumbrances. Tenant shall not encumber the Premises by any
3 mortgage, deed of trust or other encumbrance of any kind.

4 41. Hazardous Materials. Tenant shall conduct all aspects of its
5 operation and use of the Premises in strict accordance with all federal and state laws,
6 rules and regulations relating to any hazardous material as defined by state and federal
7 laws.

8 42. Partners of Parks Contribution. As consideration for the execution of
9 this Lease by Landlord and in recognition of Partners' investment in a new scoreboard at
10 the Premises, Tenant agrees to remit to Partners of Parks, a California non-profit
11 corporation ("Partners"), whose address is 5001 Deukmejian Drive, Long Beach,
12 California 90804 (Tax ID: [REDACTED]) a total of One Hundred Fifteen Thousand Dollars
13 (\$115,000) ("Donation Amount"), payable in five annual installments of equal principal.
14 The first installment shall be due on or before June 1, 2011, and subsequent installments
15 shall be due on or before June 1 of each year during the Term. Beginning on July 1,
16 2012, the outstanding Donation Amount shall begin to accrue interest at a rate equal to
17 six percent (6%) per annum. Tenant shall make a good faith effort to accelerate the
18 payment schedule described above. Tenant's fulfillment of its payment obligations under
19 this Section shall discharge its donation obligations under that certain permit issued to it
20 by Landlord dated August 6, 2004, as amended.

21 43. Audit Rights. Tenant shall keep detailed records of all revenues and
22 expenditures relating to the operation of the Premises in accordance with generally
23 accepted accounting principles, and shall make such records and other related financial
24 information as may be reasonably requested, available to the City Auditor of the City of
25 Long Beach for review and audit for a period of at least two (2) years after receipt of such
26 revenue.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, on behalf of CALIFORNIA STATE UNIVERSITY, LONG BEACH

Dated: 6/29/, 2011

By: [Signature]
Name: TOM ROBERTS
Title: DIRECTOR CONTRACTS & PROCUREMENT

By: [Signature]
Name: VICTOR P. COFFEE
Title: DEPUTY CHIEF OF POLICE

By: [Signature]
Name: LAWRENDA L FULLER
Title: DIRECTOR, PURCHASING & FINANCIAL SVCS.

"Tenant"
CITY OF LONG BEACH
Assistant City Manager

Dated: 7.14, 2011

By: [Signature]
Name: JACK H. WEST
Title: CITY MANAGER

"Landlord"
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Lease is approved as to form on June 30, 2011.

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

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

RFA: bg
A09-01437

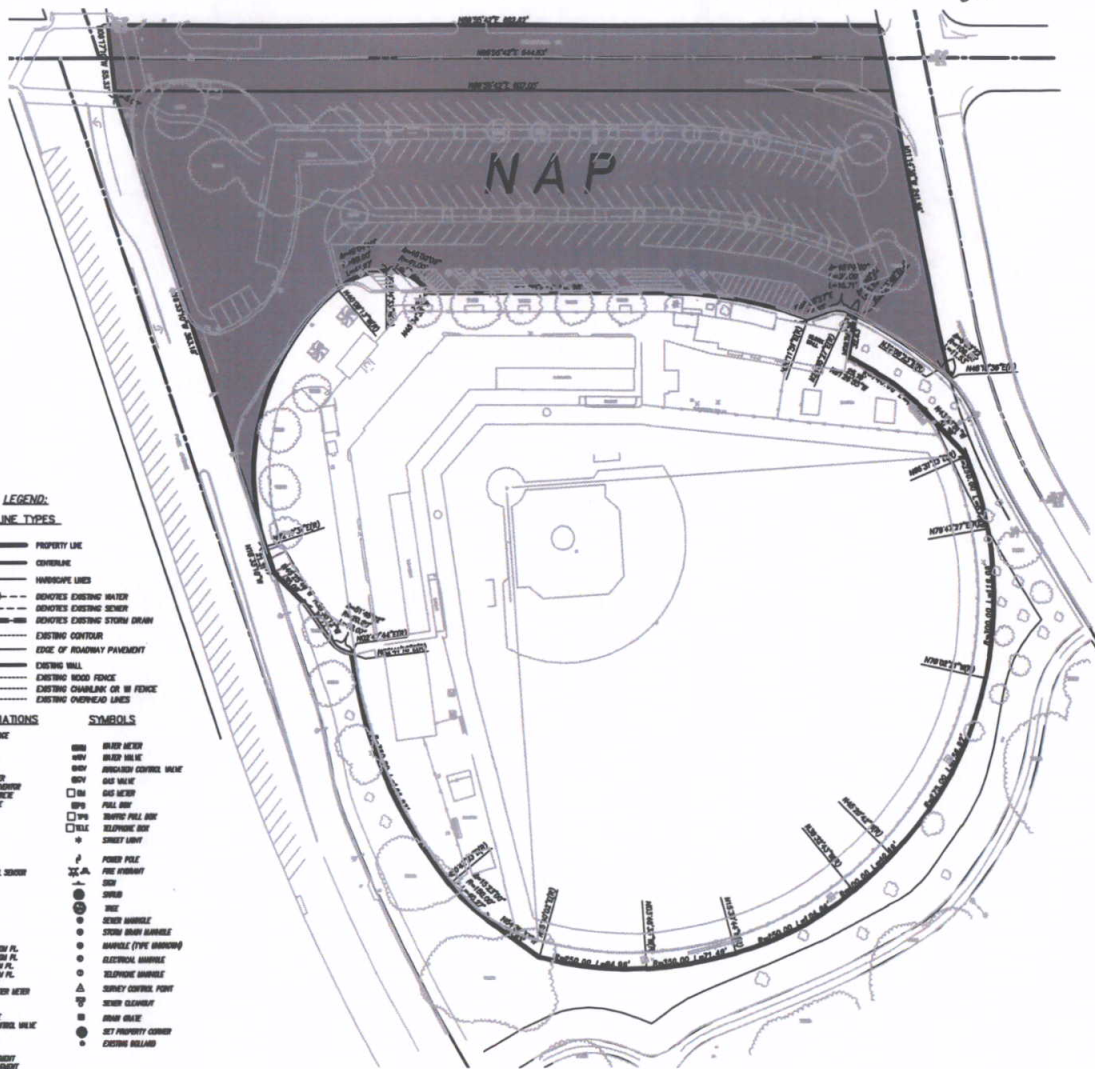
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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EXHIBIT A
LEASED PROPERTY

EXHIBIT A

AERIAL & TOPOGRAPHIC BOUNDARY MAP For Trustees of California State University, Long Beach



VICINITY MAP:

LEGAL DESCRIPTION:
IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
BEING A PORTION OF LOT A OF TRACT 5961 RECORDED IN BOOK 62, PAGE 28 OF MAPS,
RECORDS OF THE COUNTY RECORDED IN 2ND COUNTY.

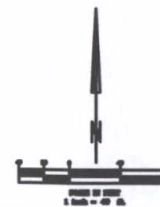
BENCHMARK:
CITY OF LONG BEACH BENCH MARK NO. 1728 ELEV. = 24.602 FEET (NNVD 28)
BEING A BRASS BOLT IN BRICKMAK LOCATED AT THE NORTHEAST CORNER OF
16TH STREET (DEUKMEJIAN BL.) AND PARK AVE., 1/2 SOUTH OF CURB NEAR SEC.

COORDINATES:
NAD 83 COORDINATE POINT 103 45 N. 836363.0 E. 836362.0 UTM 11Q UTM
BEING A GAL ROD SPINE SET IN ASPHALT ROADWAY LOCATED NEAR INTERSECTION
CORNER OF THE INTERSECTION OF 16TH STREET (DEUKMEJIAN BL.) AND PARK AVENUE.

BASIS OF BEARINGS:
THE COURSELINE OF 16TH STREET (DEUKMEJIAN BL.) BEARS S 89° 01' 47" W
PER RECORD OF SURVEY RECORDED IN BOOK 112, PAGE 81.

ASSESSOR'S PARCEL NUMBER:
734-000-204

THOMAS BROTHER'S MAP
PAGE 718, 688 AS



Convergence Land Surveying Co.
 Civil • Surveying • Planning
 610 SHAWNEE CENTER
 COSTA MESA, CA 92626
 949 (949) 760-0200 FAX (949) 760-0200
WWW.CONVERGENCELANDSURVEYING.COM

AERIAL & TOPO. BOUNDARY MAP
CSULB BLAIR FIELD
 5001 DEUKMEJIAN DRIVE
 LONG BEACH, CA 90804

SHEET
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 OF
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EXHIBIT A

In the City of Long Beach, County of Los Angeles, State of California,

Being a portion of Lot A of Tract No. 5884, as shown on map recorded in Book 62, page 38 of Maps, in the office of the County Recorder of said county, more particularly described as follows:

Beginning at the most southwesterly corner of that certain parcel of land shown on Record of Survey filed in Book 112, page 96 of Records of Surveys, records of said Los Angeles County;

Thence South $18^{\circ}33'10''$ East, continuing along the easterly line of Park Avenue as shown on said map, a distance of 21.31 feet;

Thence South $45^{\circ}25'49''$ East, a distance of 35.09 feet;

Thence South $35^{\circ}35'12''$ East, a distance of 35.77 feet to the beginning of a tangent curve, concave northerly and having a radius of 20.00 feet;

Thence easterly along said curve, through a central angle of $51^{\circ}46'02''$ an arc length of 18.07 feet to the point of cusp with a curve concave northeasterly and having a radius of 350.00 feet, a radial line to said point bears South $82^{\circ}41'18''$ West;

Thence southeasterly along said curve, through a central angle of $31^{\circ}57'56''$ an arc length of 195.27 feet to a point of compound curvature with a curve concave northeasterly and having a radius of 150.00 feet, a radial line to said point bears South $50^{\circ}43'23''$ West;

Thence southeasterly along said curve, through a central angle of $15^{\circ}23'00''$ an arc length of 40.27 feet;

Thence tangent to last said curve, South $54^{\circ}39'37''$ East, a distance of 49.83 feet to a point in a non-tangent curve, concave northerly and having a radius of 250.00 feet, a radial line to said point bears South $15^{\circ}40'02''$ West;

Thence easterly along said curve through a central angle of $19^{\circ}28'35''$ an arc length of 84.98 feet to a point of compound curvature with a curve concave northerly and having a radius of 350.00 feet, a radial line to said point bears South $3^{\circ}48'33''$ East;

Thence easterly along said curve through a central angle of $11^{\circ}42'11''$ an arc length of 71.49 feet to a point of compound curvature with a curve concave northwesterly and having a radius of 250.00 feet, a radial line to said point bears South $15^{\circ}30'44''$ East;

Thence northeasterly along said curve through a central angle of 24°01'59" an arc length of 104.86 feet to a point of compound curvature with a curve concave northwesterly and having a radius of 400.00 feet, a radial line to said point bears South 39°32'43" East;

Thence northeasterly along said curve through a central angle of 5°47'58" an arc length of 40.49 feet to a point of compound curvature with a curve concave northwesterly and having a radius of 275.00 feet, a radial line to said point bears South 45°20'42" East;

Thence northeasterly along said curve through a central angle of 32°41'40" an arc length of 156.92 feet to a point of compound curvature with a curve concave westerly and having a radius of 300.00 feet, a radial line to said point bears South 78°02'21" East;

Thence northerly along said curve through a central angle of 22°10'12" an arc length of 116.08 feet to a point of compound curvature with a curve concave westerly and having a radius of 250.00 feet, a radial line to said point bears North 79°47'27" East;

Thence northerly along said curve through a central angle of 13°16'04" an arc length of 57.89 feet;

Thence non-tangent to last said curve, North 43°33'51" West, a distance of 51.39 feet to the beginning of a tangent curve concave southwesterly and having a radius of 140.00 feet;

Thence northwesterly along said curve through a central angle of 17°53'04" an arc length of 43.70 feet;

Thence tangent to last said curve North 61°26'55" West, a distance of 25.19 feet;

Thence North 9°58'36" East, a distance of 32.63 feet to a point in the southerly line of the aforementioned parcel shown on Record of Survey filed in Book 112, page 96 of Records of Surveys, said point being in a non-tangent curve concave southwesterly and having a radius of 337.00 feet, a radial line to said point bears North 25°55'49" East;

Thence along said southerly line the following nine (9) courses:

Thence westerly along last said curve through a central angle of 1°00'22" an arc length of 5.92 feet to a point of compound curvature with a curve concave southerly and having a radius of 20.00 feet, a radial line to said point bears North 24°55'27" East;

Thence westerly along said curve through a central angle of 45°00'00" an arc length of 15.71 feet;

Thence tangent to last said curve South 69°55'27" West, a distance of 17.30 feet to a point in a non-tangent curve concave southerly and having a radius of 320.00 feet, a radial line to said point bears North 20°11'51" East;

Thence westerly along said curve through a central angle of 20°16'24" an arc length of 113.23 feet;

Thence tangent to last said curve South 89°55'27" West, a distance of 185.28 feet;

Thence North 45°04'33" West, a distance of 7.24 feet to the beginning of a tangent curve concave southwesterly and having a radius of 41.00 feet;

Thence northwesterly along said curve through a central angle of 45°00'00" an arc length of 32.20 feet to a point of compound curvature with a curve concave southeasterly and having a radius of 60.00 feet, a radial line to said point bears North 0°04'33" West;

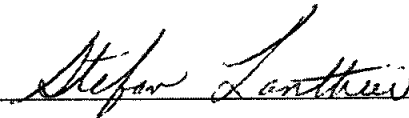
Thence southwesterly along said curve through a central angle of 40°04'40" an arc length of 41.97 feet to a point of compound curvature with a curve concave easterly and having a radius of 185.00 feet, a radial line to said point bears North 40°09'13" West;

Thence southerly along said curve through a central angle of 67°31'16" an arc length of 218.02 feet to the point of beginning.

Containing 5.41 acres, more or less.

As shown on Exhibit A attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction



Stefan C. Lanthier, PLS 7259

Expiration 12-31-2010

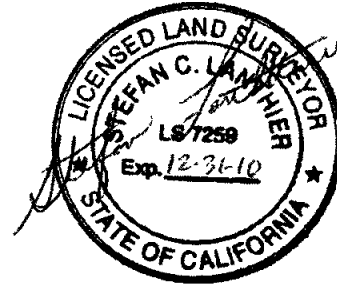
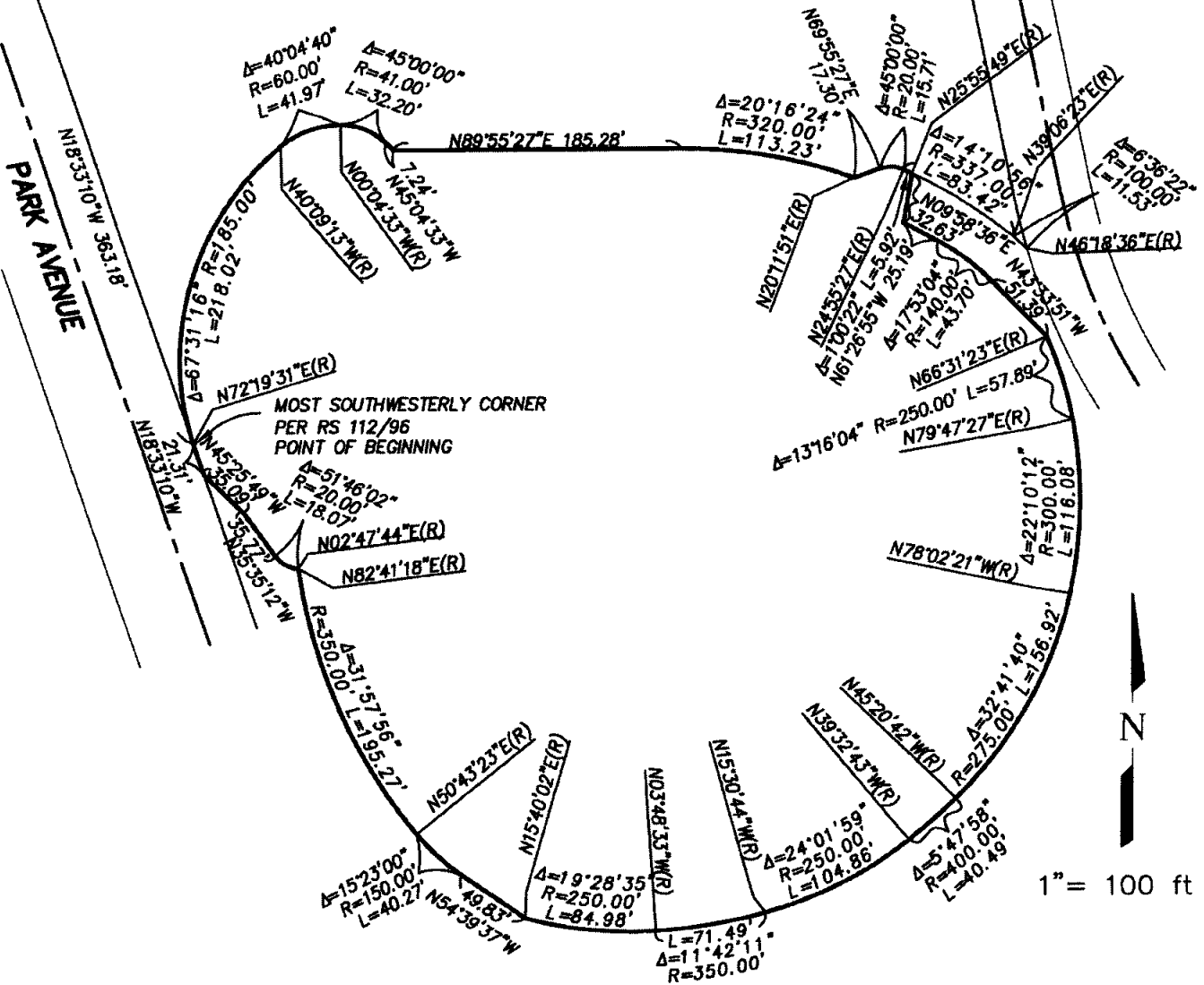


EXHIBIT A

TENTH STREET (PRIVATE)

RS 112 / 96



1" = 100 ft



Cornerstone Land Surveying Co.
 Civil • Surveying • Planning
 958 Temescal Circle
 CORONA, CA 92879
 PH 951-736-0200 FAX 951-736-0300

BLAIR FIELD CSULB
 LONG BEACH, CALIFORNIA

SHEET 1 OF 1 SHEET
 DATE: 08-12-2010
 JUN 10-136-8

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

EXHIBIT B
EQUIPMENT INVENTORY

Equipment	Record #
Edger	2075
Edger	1132
Edger	1022
Blower	2073
Blower	2071
Blower	957
Blower	14882
Blower	None Provided
Campbell Hausfeld Compressor	9
Flammable Liquid Storage Cabinet	8414
Flammable Liquid Storage Cabinet	8421
Gearmore 50 Gallon Sprayer	1168
Honda Walk Behind Rotary Mower	None Provided
Jacobsen Tri-King 7-Blade Mower	14478
Jacobsen Tri-King 11 Blade Mower	14479
John Deere Front Throw Mower	14179
John Deere Front Throw Mower	None Provided
John Deere Infield Groomer	14351
John Deere Gator	10520
Pallet Jack	11661
Ryan Sod Cutter	1068
Ryan Verticutter	1181
Ryan GA30 Aerator	None Provided
Shindaiwa Water Pump	1183
Turfco Top Dresser	803
Green Machine Weed Eater	899
Green Machine Weed Eater	46597
Green Machine Weed Eater	6765
Maruyama Weed Eater	280
Makita Weed Eater	184
Westinghouse Back Lap Machine	38408

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EXHIBIT C
BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF LONG BEACH, a California municipal corporation ("Seller"), hereby sells, assigns, transfers and conveys to THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, on behalf of CALIFORNIA STATE UNIVERSITY, LONG BEACH ("Buyer"), all personal property, located or used at that certain real property located at 4700 Deukmejian Drive, Long Beach, CA, commonly known as Blair Field, and legally described in Exhibit 1, attached hereto (the "Personal Property").

Seller covenants, warrants and represents to Buyer that (i) Seller is the lawful owner of the Personal Property, (ii) Seller has the right to transfer and convey the Personal Property, (iii) Seller has good and marketable title to the Personal Property, and (iv) and the Personal Property is free from all liens, claims, encumbrances, or security interests. Buyer acknowledges that Buyer shall be acquiring the Personal Property "as is" with all faults and defects, and in its existing condition.

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
CITY OF LONG BEACH
Assistant City Manager

Dated: 7.14, 2011

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

This Lease is approved as to form on June 30, 2011.

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

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

EXHIBIT 1 TO BILL OF SALE
PERSONAL PROPERTY INVENTORY

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EXHIBIT D
CAPITAL EXPENDITURE SCHEDULE

1. Blair Field master plan development – RFP due September 1, 2010
2. Stadium painting and graphics
3. Practice infield construction
4. Locker room/coaching office renovation
5. Lighting for field and concourse
6. Stadium sound system
7. Bullpens, dugouts, batting tunnel renovations
8. Concourse/concessions expansion and renovation
9. Public restrooms
10. Visiting locker room improvements
11. ADA compliance
12. Parking expansion

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EXHIBIT E
ADVERTISING RIGHTS

Walter Pyramid:

- One (1) public address recognition with accompanying logo on video board for each home athletic event.

Blair Field:

- One (1) public address recognition with accompanying logo on video board for each home baseball game.
- One (1) 4-foot by 16-foot banner affixed to the stadium during Tenant's baseball season (banner to be produced and provided to Tenant by Landlord).

General Promotion:

- Tenant shall promote, on its website and at selected events, the Clinics described in Section 9 of the Lease.
- Landlord's Department of Parks, Recreation and Marine shall receive one (1) selected "City Night", determined by Tenant, for each of Tenant's men's basketball and baseball seasons, consisting of 250 free tickets for distribution to employees or youth participants.

EXHIBIT F

ADVERTISING REVENUE APPORTIONMENT FORMULA

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1) $A + B + C = D$

2) $E/D = F$

3) $F \times C = G$

4) $G + H = I$

Where:

A = Total number of CSULB Pyramid sports competitions.

B = Total number of CSULB special events.

C = Total number of CSULB games at Blair Field.

D = Sum of all CSULB events.

E = Aggregate sum of all CSULB advertising revenue including Blair Field.

F = Total sum of advertising revenue generated per CSULB event.

G = Portion of CSULB advertising revenue that results from Blair Field.

H = Sum of advertising revenue that is limited to Blair Field and is not campus-wide.

I = Total Apportioned Annual Advertising Revenue.

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EXHIBIT G
CAPITAL IMPROVEMENT EXAMPLES

- Hot Water System providing water to concessions, restrooms & locker rooms.
- Turf replacement that exceeds 7,000 square feet.
- Exterior Stadium painting.
- Locker Room/Bathroom remodel (i.e., complete toilet stall addition in locker room bathrooms to replace curtains).
- Outdoor Advertising (underlying frame or padding, not to include graphics).
- Upgrades/replacement on outfield wall or padding.