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THIS LEASE is entered into as of May 8, 2013, pursuant to a minute order of the City Council of the City of Long Beach, at its meeting on March 19, 2013, by and between the CITY OF LONG BEACH, a California municipal corporation ("Landlord"), and MENTAL HEALTH AMERICA OF LOS ANGELES, a California nonprofit corporation ("Tenant"). This Lease is executed in connection with the Base Closure Homeless Assistance Agreement dated December 19, 2009 by and between Landlord and Tenant ("Legally Binding Agreement"), which was executed pursuant to the processes mandated by the Defense Base Closure and Realignment Act of 1990 (as the same has been amended, "BRAC"), and a copy of which is attached hereto as Exhibit "B".

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 that certain real property located at 1955 – 1965 Long Beach Blvd., Long Beach, CA, and more particularly described and depicted in Exhibit "A" attached hereto (the "Premises"). There are two buildings located on the Premises that together constitute approximately 28,000 square feet (the "Buildings", and together with all other improvements on the Premises, the "Improvements").

2. Term. The term of this Lease shall commence on August 8, 2013 (the "Commencement Date") and shall terminate on the date that is the tenth (10th) anniversary of the issuance of a Temporary Certificate of Occupancy for the Premises (or any portion thereof) (the "Term"). The parties shall execute a Memorandum of Lease Commencement Date and Term formally recognizing the exact term once the same is determined, generally in the form attached hereto as Exhibit "D". Landlord and Tenant, upon mutual written agreement and with approval of Landlord's City Council, may terminate this Lease prior to the expiration of

1 the Term and, thereafter, Tenant shall have the immediate right to exercise the Purchase
2 Option described in Section 3.

3 3. Option to Purchase. Upon the expiration of the Term or an earlier
4 termination of the Term as described in Section 2, Tenant shall have the option to
5 purchase the Premises and all Improvements from Landlord for One Dollar (\$1.00) (the
6 "Purchase Option"). Tenant shall deliver Landlord written notice of its election to exercise
7 the Purchase Option not more than eighteen (18) months, and not less than six (6)
8 months, before the expiration date of the Term. After exercise by Tenant of the Purchase
9 Option and immediately prior to the expiration of the Term, Landlord shall deliver a
10 quitclaim deed to Tenant conveying all of Landlord's right, title and interest in the
11 Premises and the Improvements to Tenant without encumbrance(s) or recorded
12 restrictions imposed by Landlord. Tenant shall have no right to exercise the Purchase
13 Option if at the time of exercise Tenant has received written notice from Landlord that
14 Tenant is in default of a material provision of this Lease, all applicable cure periods have
15 expired (including any extensions as described in Section 14.H), and Tenant has not yet
16 cured such non-compliance.

17 4. Use.

18 A. Subject to Section 5, Tenant shall use the Premises to (i) provide
19 professional medical and psychiatric healthcare services for homeless individuals with
20 mental illnesses, and otherwise for the uses described in the Legally Binding
21 Agreement, (ii) operate one or more sit-down retail cafés, including at least one
22 commercial kitchen, with a total area of approximately 3,000 square feet (the "Retail
23 Space"), and (iii) provide one meeting room of approximately 1,250 square feet to the
24 community on an as-needed basis. In accordance with the Legally Binding
25 Agreement and the Long Beach Municipal Code, the uses for the Premises as
26 described herein shall be permitted uses as a matter of right. The parties generally
27 intend that Tenant's uses of the Premises meet the definition of "professional
28 services" and "basic retail sales" as defined in the Long Beach Municipal Code.

1 B. Tenant shall at all times operate the Premises in accordance with
2 applicable local, state and Federal laws. Landlord enters into this Lease in its
3 capacity as fee owner of the Premises only. Except as otherwise provided in Section
4 4.A, this Lease shall not waive any legal right Landlord may have to regulate the
5 Premises and the operation thereof in its capacity as a local municipality, nor shall this
6 Lease release Tenant from having to comply with all local ordinances, rules and
7 regulations applicable to property users within the jurisdiction of the City of Long
8 Beach, including without limitation restrictions imposed by applicable zoning
9 ordinances.

10 5. Operating Covenants.

11 A. Tenant shall limit its homeless healthcare access program at the
12 Premises to Monday through Saturday from 7:00am to 5:00pm. Notwithstanding the
13 foregoing, Tenant may occasionally conduct its homeless healthcare access
14 operations after 5:00pm for staff meetings and professional trainings.

15 B. Tenant shall provide at least one (1) uniformed security guard
16 during Tenant's operating hours to actively patrol the Premises and adjacent public
17 right-of-ways and ensure that Tenant's clients congregate only in the designated
18 waiting area on the Premises.

19 C. Tenant shall not provide any overnight accommodations for any
20 of its clients.

21 D. Tenant shall operate the Retail Space and shall ensure that the
22 Retail Space (i) be open to the public, and (ii) primarily employ clients of MHA and
23 otherwise provide such clients with an opportunity to learn a marketable skill or trade.
24 If after a good faith effort by Tenant to operate the Retail Space as described above,
25 Tenant reasonably concludes that such operation has not, and will not, generate
26 sufficient revenues to justify continued operations, then Tenant may discontinue its
27 operation of the Retail Space and may sublease all or a portion of the Retail Space to
28 a third-party for-profit operator, subject to such operating restrictions as Landlord may

1 reasonably impose, which such restrictions shall be intended to maintain a retail
2 component on the Premises similar in size and scope to the retail component
3 previously operated by Tenant.

4 E. Tenant shall make available to the public, at no cost to Landlord,
5 one meeting room ("Community Room") on an occasional and as-needed basis during
6 Tenant's non-business hours.

7 6. Rent. In accordance with the Legally Binding Agreement, Tenant
8 shall have no obligation to pay rent under this Lease.

9 7. Condition of Premises. Landlord warrants that the Premises and the
10 Lease are in compliance with all federal and state environmental laws including, but not
11 limited to, the National Environmental Policy Act (NEPA) and California Environmental
12 Quality Act (CEQA). Tenant accepts the Premises in reliance on the foregoing
13 warranties and acknowledges that Tenant has not received and Landlord has not made
14 any additional warranty, express or implied as to the condition of the Premises, or any
15 improvements, structures, substructures, or infrastructures located thereon.

16 8. Development of Premises.

17 A. Landlord shall provide Tenant with One Million Two Hundred
18 Thousand Dollars (\$1,200,000) to be applied by Tenant towards tenant improvements
19 at the Premises in accordance with the requirements hereof ("Tenant Improvement
20 Allowance"). The Tenant Improvement Allowance shall be expended by Tenant in
21 connection with the design and construction of the Retail Space and the Community
22 Room only, and appurtenances necessary for such construction, in accordance with
23 plans and specifications for each reasonably approved by both Landlord and Tenant.
24 Landlord and Tenant shall cooperate to (i) mutually select contractors to perform the
25 tenant improvements for the Retail Space and Community Room only, (ii) ensure that
26 such funds for such work are drawn down efficiently as work is completed, and (iii)
27 ensure compliance with applicable law, including without limitation rules and
28 regulations regarding the payment of prevailing wage. If after completion of the Retail

1 Space and Community Room there are unexpended Tenant Improvement Allowance
2 funds, such excess funds shall be given by Landlord to Tenant for use as Tenant sees
3 fit at the Premises.

4 B. Tenant shall be solely responsible for the development of the
5 Premises (other than as described in 8.A), and all costs associated therewith (except
6 for costs associated with compliance with CEQA or additional testing required by
7 Tenant's lenders as set forth in Section 4 of the Legally Binding Agreement), including
8 without limitation any necessary permitting, entitlement and development impact fees.
9 Tenant shall be solely responsible for bringing the Premises and any improvements
10 constructed by Tenant into compliance with all applicable federal, state and local
11 building codes, regulations and standards. Tenant shall construct improvements on
12 the Premises in accordance with plans and specifications approved by Landlord
13 (which approval shall not be unreasonably withheld).

14 9. Possessory Interest Taxes. Tenant acknowledges that this Lease
15 may create a possessory interest subject to taxation, and in such event Tenant shall be
16 liable for payment of taxes levied on such interest.

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

21 11. Insurance.

22 A. Concurrent with the Commencement Date of this Lease and
23 throughout the term, Tenant shall procure and maintain, at its cost, from insurance
24 companies admitted to write insurance in the State of California or from non-admitted
25 insurers that are on California's List of Eligible Surplus Lines Insurers ("LESLI") and
26 that have a minimum rating of or equivalent to A:VII by A.M. Best Company:

27 i. Commercial general liability insurance (equivalent in
28 coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11

1 85 or 11 88), in an amount not less than Five Million Dollars (\$5,000,000)
2 per occurrence and general aggregate. Such insurance shall include (as
3 as may be applicable to Tenant's operations) products and completed
4 operations, and fire legal liability, and shall not limit or exclude coverage for
5 contractual liability, independent contractors liability, or cross liability
6 protection. This insurance shall be endorsed to include Landlord, its
7 officials, employees and agents as additional insureds (by an endorsement
8 equivalent in coverage scope to ISO form CG 20 26 11 85) and to waive the
9 insurers' rights of subrogation against Landlord, its officials, employees and
10 agents.

11 ii. Workers' compensation insurance as required by the
12 State of California and employer's liability insurance with minimum limits of
13 One Million Dollars (\$1,000,000) per accident. The policy shall be
14 endorsed by the insurer to waive the insurer's rights of subrogation against
15 Landlord, its officials, employees and agents.

16 iii. Automobile liability insurance (equivalent in coverage
17 scope to ISO form CA 00 01 06 92) in an amount not less than Five
18 Hundred Thousand Dollars (\$500,000) combined single limit per accident
19 for bodily injury and property damage covering Auto Symbol 1 ("Any Auto").

20 iv. "All Risk" property insurance, including debris removal
21 but excluding earthquake and flood, in an amount to cover the full
22 replacement value of the Premises. Under this coverage, Landlord shall be
23 an additional insured and loss payee as its interests may appear.

24 v. "All Risk" property insurance, including debris removal
25 and builders risk coverage during the course of any construction on the
26 Premises but excluding earthquake and flood, in an amount sufficient to
27 cover the full replacement value of buildings and structural improvements
28 constructed or erected on or about the Premises by Tenant. Landlord shall

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be named as an additional insured under a standard loss payable endorsement.

vi. "All Risk" property insurance, excluding earthquake and flood, in an amount sufficient to cover the full replacement value of Tenant's personal property and equipment on the Premises, whether owned, leased, or in the care, custody or control of Tenant, and of Landlord's personal property and equipment on the Premises including but not limited to furnishings and equipment. Landlord shall be named as an additional insured under a standard loss payable endorsement, as its interests may appear.

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

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

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

D. Tenant shall provide to Landlord all policy information reasonably requested by Landlord and shall make available as soon as practicable to Landlord during Tenant's normal business hours copies of policies to Landlord upon request.

1 E. On execution of this Lease or as otherwise stated herein, Tenant
2 shall deliver to Landlord certificates of insurance and endorsements required herein,
3 for approval as to sufficiency and form. The certificates and endorsements for each
4 insurance policy shall contain the original or electronic signatures of persons
5 authorized by that insurer to bind coverage on its behalf. Tenant shall provide
6 Landlord with certificates of insurance and endorsements for renewal policies within
7 thirty (30) days after the existing policy expires. Landlord reserves the right to require
8 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, or
12 reduction in coverage or limits (other than reduction of limits due to claims paid) and
13 to provide that coverage shall be primary and not contributing to any other insurance
14 or self-insurance maintained by Landlord, its officials, employees, and agents.

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

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

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

1 amendments are not reasonably based on the insurance, or actuarially-certified self-
2 insurance, maintained by similar entities in the same geographic region. Such
3 amendments may include but are not limited to coverage for earthquake and flood, if
4 available from responsible insurance companies at reasonable cost. The phrase,
5 "responsible insurance companies at reasonable cost" shall be determined by
6 Landlord's Risk Manager or designee, in his/her sole discretion.

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

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

15 12. Surrender of Premises. If Tenant does not exercise the Purchase
16 Option, then upon the expiration or earlier termination of this Lease, Tenant shall deliver
17 to Landlord possession of the Premises in the same or better condition as of the
18 Commencement Date and all Improvements shall immediately become the property of
19 Landlord without any payment therefore from Landlord to Tenant.

20 13. Assignment and Sublease. Except as provided in Section 5.D,
21 Section 30, and Exhibit "C", Tenant shall not assign, sublease or transfer this Lease or
22 any interest herein or any right hereunder, nor delegate any duties hereunder provided,
23 without the express written consent of Landlord, which may be withheld in its sole and
24 absolute discretion. Tenant shall have the right to assign, sublease or transfer this Lease
25 or any interest herein or any right hereunder, to an entity established, owned (totally or
26 partially) and controlled by Tenant for the purposes of financing for the development of
27 the Premises with the written consent of Landlord, which shall not be unreasonably
28 withheld. Any attempted assignment, transfer, delegation and any grant or sublease in

1 violation of this Section shall be void and any assignee, transferee, delegate, grantee, or
2 sublessee shall acquire no right or interest by reason of such attempted assignment,
3 transfer, delegation, grant, or sublease.

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

6 A. Abandonment of the Premises, in whole or in part, for a period of
7 ninety (90) days or more, except for temporary closures for specified dates where
8 prior written notice has been provided to Landlord. Temporary closures shall not
9 relieve Tenant of Tenant's duty to maintain the Premises at all times in accordance
10 with the terms of this Lease;

11 B. Any attempted assignment, transfer, or sublease of this Lease,
12 except as provided in Section 5.D, Section 13, Section 30 and/or Exhibit "C";

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

15 D. Failure to pay when due all fees and charges for any municipal
16 service or commodity provided by the City of Long Beach in its municipal capacity,
17 including but not limited to water, sewer, gas, electricity, refuse collection, or
18 recycling, subject to a sixty (60) day cure period;

19 E. To the extent permitted by the United States Bankruptcy Code,
20 insolvency of Tenant, which shall be deemed to include an assignment by Tenant for
21 the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an
22 adjudication that Tenant is bankrupt; the appointment of a receiver of the properties of
23 Tenant if the receiver is not discharged within thirty (30) days; the filing of an
24 involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the
25 petition within sixty (60) days after filing; attachment of or the levying of execution on
26 the leasehold interest and failure of Tenant to secure discharge of the attachment or
27 release of the levy of execution within thirty (30) days. In the event of any of the
28 foregoing, no notice that an event of default has occurred shall be required from

1 Landlord;

2 F. Failure to comply with a legal determination and/or order which
3 creates a nuisance or waste on the Premises;

4 G. Failure to begin significant operations on the Premises on or
5 before the third anniversary of the Commencement Date unless an extension for
6 additional time to begin significant operations has been approved by Landlord, whose
7 approval shall not be unreasonably withheld;

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

15 15. Remedies. Upon the occurrence of any material default and the
16 expiration of any applicable cure periods, in addition to any other rights or remedies of
17 Landlord hereunder, by law or in equity, Landlord shall have the following rights and
18 remedies:

19 A. Landlord may terminate this Lease by giving to Tenant written
20 notice of termination. If Tenant fails to promptly surrender possession of the
21 Premises as described elsewhere herein, then Landlord may commence eviction
22 proceedings in accordance with applicable law. Termination hereunder shall not
23 relieve Tenant from the payment of any sum due to Landlord for damages or
24 indemnity. Landlord shall be entitled to recover from Tenant all damages determined
25 by the court in the eviction proceeding, except that each party shall bear its own court
26 costs and attorney's fees as set forth in Section 33.A..

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

1 C. Landlord may require that Tenant provide evidence that Tenant
2 can meet its current financial obligations, liabilities and expenses.

3 D. Landlord, at its option, may re-let the whole or any part of the
4 Premises from time to time, either in the name of Landlord or otherwise, to such
5 tenants, for such terms ending before, on, or after the expiration of the term of this
6 Lease, at such rent and on such conditions as Landlord, in its sole discretion, may
7 determine to be appropriate.

8 E. Whether or not Landlord retakes possession or re-lets the
9 Premises, Landlord shall have the right to recover all damages caused by Tenant's
10 default. Damages shall include but not be limited to all costs incurred by Landlord as
11 a result of Tenant's default, and all costs incurred by Landlord in restoring the
12 Premises to the same or better condition as of the Commencement Date, excluding
13 attorney's fees and legal costs as set forth in Section 33.A.

14 F. Nothing in this Lease shall be deemed to require that Landlord
15 wait until the date on which the Lease term expires to bring or maintain any suit or
16 action relating to a material breach of this Lease after expiration of any applicable
17 cure periods.

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

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

25 To Tenant: Mental Health America of Los Angeles
26 100 West Broadway, Suite 5010
27 Long Beach, California 90802
28 Attention: Dave Pilon, President and CEO

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To Landlord: City of Long Beach
333 W. Ocean Blvd., 13th Floor
Long Beach, CA 90802
Attention: City Manager

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.

17. Tenant Indemnity.

A. 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, 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;

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; or

6 v. by acts or omissions of Tenant, but excluding any claim
7 caused by the negligence of Landlord, its agents or invitees.

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

15 18. Landlord Indemnity.

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

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

1 ii. by acts or omissions of Landlord, but excluding any
2 claim caused by the negligence of Tenant, its agents or invitees.

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

10 19. Landlord's Right to Re-enter on Termination or Expiration (Non-
11 Default). If Tenant does not exercise the Purchase Option, Tenant shall peaceably
12 deliver possession of the Premises to Landlord on the date of expiration or earlier
13 termination of this Lease. If Tenant does not exercise the Purchase Option, then upon
14 giving notice of termination to Tenant, Landlord shall have the right to re-enter and take
15 possession of the Premises on the date such termination becomes effective without
16 further notice of any kind and without instituting summary or regular legal proceedings.
17 Termination of the Lease and re-entry of the Premises by Landlord shall in no way alter
18 or diminish any obligation of Tenant under the Lease. Tenant waives any and all right of
19 redemption under any existing or future law or statute in the event of eviction from or
20 dispossession of the Premises for any reason or in the event Landlord re-enters and
21 takes possession of the Premises in a lawful manner.

22 20. Nondiscrimination. Landlord, Tenant, and any representatives acting
23 on their respective behalf pursuant to this Lease, shall not discriminate against any
24 individual or group on the basis of race, ethnicity, national origin, religion, age, sex or
25 disability. Tenant shall at all times comply with the requirements of all state and federal
26 civil rights laws and regulations including but not limited to the Americans with Disabilities
27 Act (42 U.S.C. Section 360, et. seq.), The Rehabilitation Act of 1973 (29 U.S.C. Section
28 794), California's Unruh Civil Rights Act (California Civil Code Section 54, et. seq.),

1 California's Disabled Access Regulations (California Administrative Code, Title 24
2 Section 2-100 et. seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section
3 2000(d), et. seq.) and all requirements imposed by 49 CFR Part 21.

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

10 22. Waiver by Tenant. Landlord shall not be liable for and Tenant
11 hereby waives, to the extent permitted by law, all claims against Landlord, its officials,
12 employees and agents for loss, theft, and damage to equipment, furnishings, furniture,
13 trade and other fixtures, records, and all personal property of Tenant, its employees,
14 invitees, subtenants, and all other persons in or about the Premises, or for loss or
15 damage to Tenant's business, or for loss of income from Tenant's business or use of the
16 Premises, or for injury to or death of persons on or about the Premises from any cause
17 except to the extent caused by Landlord's (including Landlord's officials, employees and
18 agents) 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 23. 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.
28

1 24. 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 25. Condemnation.

9 A. If the whole of the Premises or improvements on the Premises is
10 taken by right of eminent domain or otherwise for any public or quasi-public use, then
11 when possession is taken thereunder by the condemnor or when Tenant is deprived
12 of practical use of the Premises or Improvements, whichever date is earlier, this
13 Lease shall terminate. If there is a partial taking so that the remaining portion of the
14 Premises or Improvements cannot be restored to an economically feasible operation
15 or a comparable kind to that which existed prior to the taking, then this Lease shall, at
16 Tenant's option, terminate as of the date when possession was taken by condemnor
17 or when Tenant was deprived of practical use of the Premises, whichever date is
18 earlier.

19 B. If there is a taking by right of eminent domain, the rights and
20 obligations of the parties with reference to the award and the distribution thereof shall
21 be determined in accordance with this Section. The award shall belong to and be
22 paid to Tenant. Any sum attributable to loss of good will shall be paid directly by the
23 condemning authority to Tenant.

24 26. No Waiver of Landlord's Rights. The failure or delay of the Landlord
25 to re-enter the Premises, to insist on strict enforcement of any term, covenant or
26 condition herein, to exercise any right, power, privilege, or option arising from any default
27 shall not impair any such right, power, privilege or option or be construed or operate as or
28 be deemed a waiver of any term, covenant or condition of this Lease, of any default, or of

1 any right or remedy (including indemnity) that the Landlord may have and shall not be
2 deemed a waiver of any subsequent or other default of any term, covenant or condition
3 hereof. Landlord's approval to any act by Tenant requiring Landlord's approval shall not
4 be deemed to waive Landlord's approval of any subsequent act of Tenant where
5 approval is required. Any waiver of any default by Landlord shall be in writing. Failure on
6 the part of Landlord to require exact and complete compliance hereof shall not be
7 construed or deemed in any manner as changing this Lease, nor shall the conduct of the
8 parties be deemed to change this Lease. No right, power, privilege, option, or remedy of
9 Landlord shall be construed as being exhausted by the exercise thereof in one or more
10 instances.

11 27. Access and Right of Entry. Landlord shall have access and the right
12 to enter the Premises during normal business hours, provided that Landlord gives Tenant
13 at least forty-eight (48) hours prior written notification. If Landlord reasonably believes an
14 emergency situation exists, Landlord will use its best efforts to reach Tenant and
15 thereafter Landlord may enter the Premises to prevent harm or injury to persons or
16 property.

17 28. Maintenance.

18 A. Following the Commencement Date, Landlord shall have no
19 responsibility for the repair or maintenance of the Premises or any part thereof.

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

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

1 additional rent from Landlord.

2 29. Restoration. Tenant shall promptly give notice to Landlord of
3 damage or destruction to the Premises and the date of same. Tenant shall promptly
4 make proof of loss and proceed to collect all valid claims that Tenant may have against
5 insurers or others based on such damage or destruction. All amounts recovered as a
6 result of said claims shall be used first for the restoration of the Premises, which Tenant
7 shall promptly begin and diligently pursue so that the Premises are restored to
8 substantially the same conditions as they were in immediately before such damage or
9 destruction. If existing laws do not permit restoration, then Tenant may terminate this
10 Lease by notice to Landlord.

11 30. Encumbrances. Tenant shall have the right to encumber (i) its
12 leasehold interest under this Lease, (ii) improvements on the Premises and (iii) the
13 Purchase Option by any mortgage, deed of trust or other encumbrance of any kind.
14 Landlord has agreed to use its best efforts to assist Tenant in securing financing for the
15 Premises as set forth in the Legally Binding Agreement. This Lease shall be subject to
16 the "approved subordination language" attached as Exhibit C to the Legally Binding
17 Agreement, which such provisions are attached hereto as Exhibit "C" and incorporated
18 herein by reference.

19 31. Hazardous Materials. Tenant shall conduct all aspects of its
20 operation and use of the Premises in strict accordance with all federal and state laws,
21 rules and regulations relating to any hazardous material as defined by state and federal
22 laws.

23 32. Miscellaneous.

24 A. Each party shall bear its own costs and expenses in connection
25 with this Lease and enforcement thereof, including but not limited to attorney's fees
26 and court costs.

27 B. This Lease shall be binding on and inure to the benefit of the
28 parties and their successors, heirs, personal representatives, and subtenants, and all

1 of the parties shall be jointly and severally liable hereunder.

2 C. This Lease and attached Exhibits A (Premises), B (Legally
3 Binding Agreement), C (Subordination Provisions) and D (Memorandum of
4 Commencement Date and Term) constitute the entire understanding between the
5 parties and supersedes all prior negotiations, agreements and understandings, oral or
6 written, with respect to the subject matter hereof.

7 D. This Lease may not be amended except in a writing duly
8 executed by both parties and authorized by Landlord.

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

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

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

19 H. Time is of the essence in this Lease and all of its provisions. No
20 notice to Tenant shall be required to restore "time is of the essence" after waiver by
21 Landlord of any default.

22 I. The relationship of the parties hereto is that of landlord and
23 tenant, and the parties agree that nothing contained in this Lease shall be deemed or
24 construed as creating a partnership, joint venture, principal-agent relationship,
25 association, or employer-employee relationship between them or between Landlord or
26 any third person or entity.

27 J. This Lease is created as a joint effort between the parties and
28 fully negotiated as to its terms covenants and conditions. This Lease shall not be

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

1 construed against either party as the drafter.

2 K. Each material provision of this Lease shall be deemed both a
3 covenant and a condition.

4 L. This Lease is created for the benefit of the parties only and is not
5 intended to benefit any third person or entity.


6 M. If Tenant is a corporation, partnership or limited liability company,
7 each person signing this Lease on behalf of that entity represents and warrants that
8 he/she is authorized to sign this Lease on behalf of the entity.

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

3
4 MENTAL HEALTH AMERICA OF LOS ANGELES, a California nonprofit corporation

5 Dated: 5/1, 2013

6 By: 
7 Name: David A. Pilon
8 Title: President + CEO

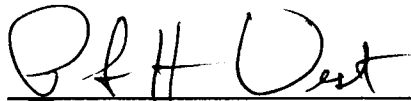
9 Dated: _____, 2013

10 By: _____
11 Name: _____
12 Title: _____

13 "Tenant"

14 CITY OF LONG BEACH

15 Dated: 4/30, 2013

16 By: 
17 Name: Patrick H. West
18 Title: City Manager

19 "Landlord"

20 This Lease is approved as to form on April 29, 2013.

21 ROBERT E. SHANNON, City Attorney

22 By: 
23 Deputy

24 RFA: bg
25 A09-00130

26 OFFICE OF THE CITY ATTORNEY
27 ROBERT E. SHANNON, City Attorney
28 333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

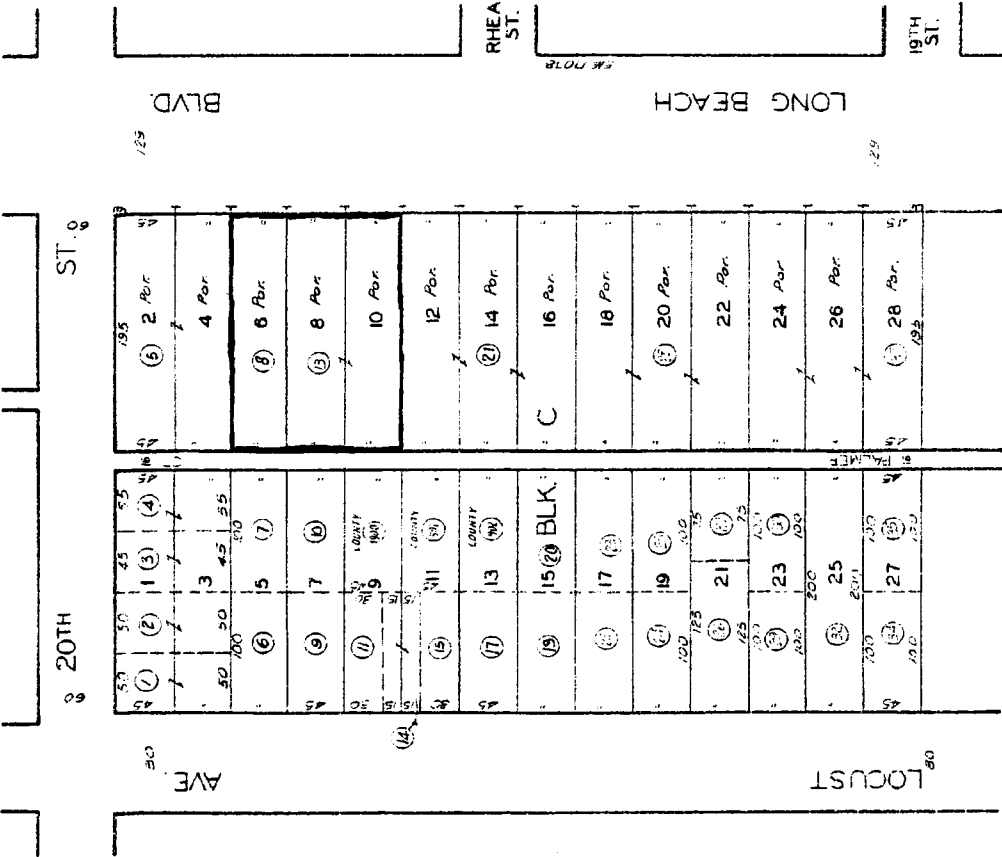
LOT 6, 8 AND 10 IN BLOCK "C" OF THE CLAGUE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 73 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 5 FEET THEREOF, CONVEYED TO THE CITY OF LONG BEACH FOR STREET PURPOSES, BY DEED RECORDED IN BOOK 4594, PAGE 19 OF DEEDS.

APN: 7209-014-008 and 7209-014-013

7209 14
SCALE 1" = 80'

2008



CLAGUE TRACT

M. B. 6-73

CODE 11934

FOR PREV. ASSM'T. SEE: 187-24 & 25

REVIS
J. L. 2-25
MADRE
227025804602501-10

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

EXHIBIT B

BASE CLOSURE HOMELESS ASSISTANCE AGREEMENT

RE: SCHROEDER HALL U.S. ARMY RESERVE CENTER

THIS BASE CLOSURE HOMELESS ASSISTANCE AGREEMENT ("AGREEMENT" OR "LEGALLY BINDING AGREEMENT") is made and entered into by and between the City of Long Beach, a municipal corporation, as the Local Redevelopment Authority ("LRA") for the Schroeder Hall U.S. Army Reserve Center and Mental Health America of Los Angeles ("Tenant"), whose address is 100 West Broadway, Suite 5010, Long Beach, CA 90802-2310.

Definitions

Homeless Person: An individual or family who lacks a fixed, regular, and adequate nighttime residence and as more fully defined at 24 C.F.R. § 586.5.

Homeless Service Provider: Nonprofit organization or governmental agency providing facilities and services that address the need of homeless persons.

Schroeder Hall: The Schroeder Hall U.S. Army Reserve Center located at 3800 E. Willow Street in Long Beach, California.

Homeless Assistance Accommodation Site: See Exhibits "A" and "B" attached.

Alternate Homeless Assistance Accommodation Site: One acre at Schroeder Hall U.S. Army Reserve Center.

Recitals

- A. Schroeder Hall is a military base located in Long Beach, California, consisting of approximately 4.73 acres. The base is currently owned by the United States of America and operated by the Department of the Army ("ARMY"). Closure of the base was recommended by the Base Realignment and Closure Commission ("BRAC") in 2005 and concurred with by the President and Congress. The base is scheduled for closure in 2011.
- B. Schroeder Hall is being made available for civilian reuse pursuant to the reuse processes prescribed in the Defense Base Closure and Realignment Act (the "Act") of 1990 (10 U.S.C. § 2687), as amended by the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Public Law 103-421 [the "Redevelopment Act"] and its implementing regulations (24 CFR Part 586; CFR Part 92).
- C. The LRA, throughout the reuse process, has involved representatives of the homeless, including, but not limited to, Mental Health America of Los Angeles ("previously known as the National Mental Health Association of Greater Los Angeles"), and has conducted a screening process to solicit applications for potentially surplus property from Homeless Service Providers in accordance with the aforementioned laws and regulations. The LRA received numerous Notice of Interest ("NOI")

applications pertaining to homeless needs and services. The LRA reviewed the NOI applications in order to determine their consistency with the City's long-term strategic vision and with the proposed reuse plan for Schroeder Hall. Tenant has submitted a Notice of Interest and is a Homeless Service Provider.

- D. The LRA has submitted a reuse plan to the U.S. Department of Housing and Urban Development ("HUD") and to the U.S. Department of Defense ("DOD"). If HUD determines that the reuse plan adequately plans for the provision of facilities to address the needs of homeless people in the community and that the reuse plan is feasible and adequately balances the needs of the homeless with the needs of the community for economic development and other development, then HUD will approve the reuse plan and forward it to DOD. Upon HUD's approval of the reuse plan and this Legally Binding Agreement, it is intended that the LRA will be the conduit for the disposal process for all property at Schroeder Hall. The LRA will in turn lease the Homeless Assistance Accommodation Site to Tenant in accordance with the terms and conditions set forth herein below.
- E. The LRA and Tenant shall use the adopted reuse plan and homeless service accommodation as the "preferred alternatives" for all requisite Environmental Impact Reports ("EIRs") under the California Environmental Quality Act ("CEQA"). The LRA and Tenant may also use the adopted reuse plan as the basis for any necessary zoning changes required to implement the plan. LRA agrees, as Landlord, to be co-applicant on Tenant applications for requisite EIRs and zoning changes.
- F. The parties enter into this Legally Binding Agreement pursuant to the Base Closure and Community Redevelopment Act to provide for the implementation of those portions of the reuse plan which relate to services for homeless persons.
- G. It is the intent of the LRA to facilitate the accommodation of services for homeless persons upon final approval of the reuse plan by entering into a lease with Tenant for the Homeless Accommodation Site. The parties acknowledge that any lease agreement is subject to: 1) HUD issuing a final determination that the Schroeder Hall reuse plan complies with the requirements of BRAC law; and 2) approval of the public benefit conveyance request from the City of Long Beach by the Department of Justice ("DOJ") for the use of the Schroeder Hall site for a Police Substation. If any one or more of these conditions precedent (1 or 2 above) does not occur, making the Homeless Accommodation Site unavailable, the LRA will provide Tenant with one acre at the Alternate Homeless Accommodation Site (Schroeder Hall). If the Alternate Homeless Accommodation Site (Schroeder Hall) is unsuitable due to environmental evaluation, or health or safety code violations, then the parties will meet in good faith to identify another suitable accommodation acceptable to Tenant that is substantially equivalent in terms of size (one acre), zoning (by right) and degree of accessibility to public transportation. This site shall also permit the use by right. The City will use its best effort to locate another suitable accommodation substantially equivalent in order that Tenant has the ability to provide the homeless assistance services as outlined in this Agreement. The City shall identify the suitable accommodation acceptable to Tenant within 180 days of the determination by the parties that the Alternative Homeless Accommodation is unsuitable.

With reference to the facts cited above, the parties agree as follows:

1. Homeless Accommodation and Description of Program

Description of leased "Homeless Accommodation Site"

One (1) acre of useable City-owned or City-leased property will be provided under a no-cost lease to Tenant for the purpose of providing services to homeless individuals with mental illness. The leased property is located southerly and adjacent to the City's Health Department building located at 2525 Grand Avenue as further described in Exhibit "A." The use proposed by Tenant is a legally permissible use of such property under the Long Beach Municipal Code.

Description of "Program":

Tenant's proposed Homeless Healthcare Access Program will provide healthcare access and psychiatric case management for homeless individuals with mental illness who lack fixed, regular, and adequate nighttime residences. The program's clientele will meet with service staff that work closely with them on their life goals and recovery from homelessness. The proposed program will increase access to critically needed services to address the physical health of homeless clients with the potential for coordinated services with the City's Department of Health and Human Services. Onsite activities will include psychiatric case management, healthcare appointments, and additional homeless services referral. No overnight shelter will be provided onsite.

2. Term

Unless terminated earlier in accordance with the terms as provided herein, this Agreement shall commence after approval by HUD and upon execution by the parties hereto. This Agreement shall terminate 30 years after the date of execution of a no-cost lease for the Homeless Accommodation Site, with an option to renew for an additional 10 year term, at Tenant's discretion, provided that there are no material defaults of the lease.

Subject to the limitations of this agreement, the LRA will lease and the Tenant will take occupancy of the Homeless Accommodation Site within 90 days after the City receives documents conveying the Schroeder Hall property to the LRA, and within 90 days after the Health Department functions are relocated off the site, whichever occurs later. Unless mutually agreed otherwise by the parties in writing, in the event that the Health Department functions are not relocated off of the site within 120 days after the conveyance of the Schroeder Hall property to the LRA, the LRA shall be required to provide the Alternate Homeless Accommodation Site to Tenant.

3. Consideration

The Homeless Accommodation Site will be leased to Tenant at no charge; provided however, that the consideration for continued possession, operation, and occupancy of the subject Homeless Accommodation Site will be the Tenant's continuing use of the property in accordance with the provisions set forth in this Agreement and the Tenant shall be responsible for all development and operating expenses of the Homeless Accommodation Site, including but not limited to utility costs to all buildings, entitlements, capital improvements, maintenance, insurance, taxes, assessments, code compliance and security. The LRA will use its best efforts to assist Tenant in securing financing for the homeless assistance services described herein.

Tenant estimates a \$6.030 million cost for design, entitlements and construction (\$574 per square foot x 10,500 square feet), to accommodate its program. For the purposes of this Agreement, the term "entitlements" shall mean legal rights granted by the governing municipality to allow a certain building type to occur on the site. "Entitlements" outline the density, function and building requirements allowed for the property.

4. Responsibility of Rehabilitation of Homeless Accommodation Site

Tenant shall be responsible for rehabilitation of subject Homeless Accommodation Site and shall be responsible for bringing such into compliance with all current federal, state and local building codes, regulations and standards, within the time periods set forth in the applicable statutes and ordinances. The LRA shall pay for all fees associated with the CEQA review of the proposed project.

The LRA is responsible for remedying any pre-existing environmental conditions at the Homeless Accommodation Site or, Alternate Homeless Assistance Accommodation Site, identified in investigation and inspection. LRA is responsible for any additional environmental testing that is required by lenders as a condition of providing financing to Tenant for the homeless assistance services to be provided.

5. Use of Homeless Accommodation Site

The subject Homeless Accommodation Site will be leased upon the condition that the Tenant will use the same lawfully and for the purpose of providing the Program described herein as part of the LRA's Homeless Assistance Submission pursuant to the requirements of the Base Closure and Community Redevelopment Act. The City, on behalf of the LRA, will provide to Tenant written zoning confirmation that Tenant's use at the Homeless Assistance Accommodation Site, or alternate site, is permitted by right.

The Tenant shall comply with all applicable statutes, ordinances, regulations, and requirements of the federal government, state government and LRA, applicable to said Homeless Accommodation Site; and shall also comply with all applicable codes at Tenant's own cost and expense, except as stated elsewhere in this Agreement as to CEQA costs and costs of environmental remediation.

6. Non-Discrimination

The LRA, any City representative acting on its behalf in carrying out this Agreement and the lease and tenant shall not discriminate against any individual or group on the basis of race, ethnicity, national origin, religion, age, sex, or disability. Tenant shall at all times comply with the requirements of all state and federal civil rights laws and regulations including but not limited to the Americans with Disabilities Act (42 U.S.C. §§ 360, et seq.), The Rehabilitation Act of 1973 (29 U.S.C. § 794), California's Unruh Civil Rights Act (California Civil Code §§ 54, et. Seq.), California's Disabled Access Regulations (California Administrative Code, Title 24 §§ 2-100, et. Seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d), et. Seq.) and all requirements imposed by 49 CFR Part 21.

7. Homeless Accommodation Site Lease

The LRA shall provide the form of lease to be used in carrying out the homeless service provision of this Agreement. All lease instruments shall include provisions providing for termination should the Tenant fail to use, operate, or maintain the Homeless Accommodation Site to benefit the homeless in accordance with the Program described in paragraph 1. Lease terms shall be nondiscriminatory and in compliance with the civil rights laws identified in paragraph 6. The Lease shall include the subordination language attached hereto as Exhibit "C."

8. Force Majeure

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substituted therefore, federal or state

governmental restrictions, federal or state governmental regulations, federal or state governmental controls, judicial orders, enemy or hostile action, civil unrest, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of the party.

9. Right to Terminate

Tenant shall have a right to terminate its obligations under this Agreement, and under any lease for the Homeless Accommodation Site on 30 days' written notice to the LRA, provided however, that the Tenant will be obligated to vacate the Homeless Accommodation Site within 60 days of the issuance of the notice to terminate.

Upon Tenant's termination, Tenant shall have the right to remove all trade fixtures affixed by Tenant, including without limitation, medical equipment, refrigerators, freezers, and racking.

10. Default

Any violation of any term or condition of this Legally Binding Agreement shall constitute the basis for a default, if that violation is not remedied within thirty (30) days after written notice from the LRA. The parties agree to make good faith efforts to meet and confer in order to seek informal resolution of any default.

11. Assignment

Without written consent of the LRA, which shall not be unreasonably withheld, this Agreement is not assignable by Tenant, whether in whole or in part. The LRA may, in its reasonable discretion, assign this Agreement to another public entity; no such assignment shall serve to change the rights and obligations of Tenant hereunder.

12. Amendment

This Agreement is subject to modification or amendment only by written instrument executed by and between both parties. The parties agree to timely execute a modification or amendment to this Agreement that would maintain the same balance of interest between the LRA and Tenant if environmental reviews or federal or state requirements do not permit it to be implemented as written, or if changes are required by the federal government or are deemed necessary by either party to comply with the Redevelopment Act, or any federal or state laws or regulations governing closure of Schroeder Hall.

13. Applicable Law

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

14. Severability

If any term in this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force unless the rights and obligations of the parties have been materially altered by such holding of invalidity.

15. Legal Actions/Attorney Fees

If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the prevailing party shall not be entitled to attorney fees or costs incurred in such action.

16. Modifications

This Agreement shall not be modified except by written instrument executed by and between the parties.

17. Notices

The parties evidence their agreement to the terms of this Agreement by signing below.

Any notice or demand which under the terms of this Agreement, or by any statute or ordinance must or may be given or made by a party hereto, shall be in writing and may be given by ordinary or certified mail sent to the address below as such party from time to time designate by notice.

Dated: 11/5/09

"Tenant"

Mental Health America of
Los Angeles

By: 
President and CEO

Address:
100 West Broadway, Suite 5010
Long Beach, California 90802


Dated: 11.19.09

"LRA"

City of Long Beach

APPROVED AS TO FORM

11/11, 2009
ROBERT E. SHANNON, City Attorney

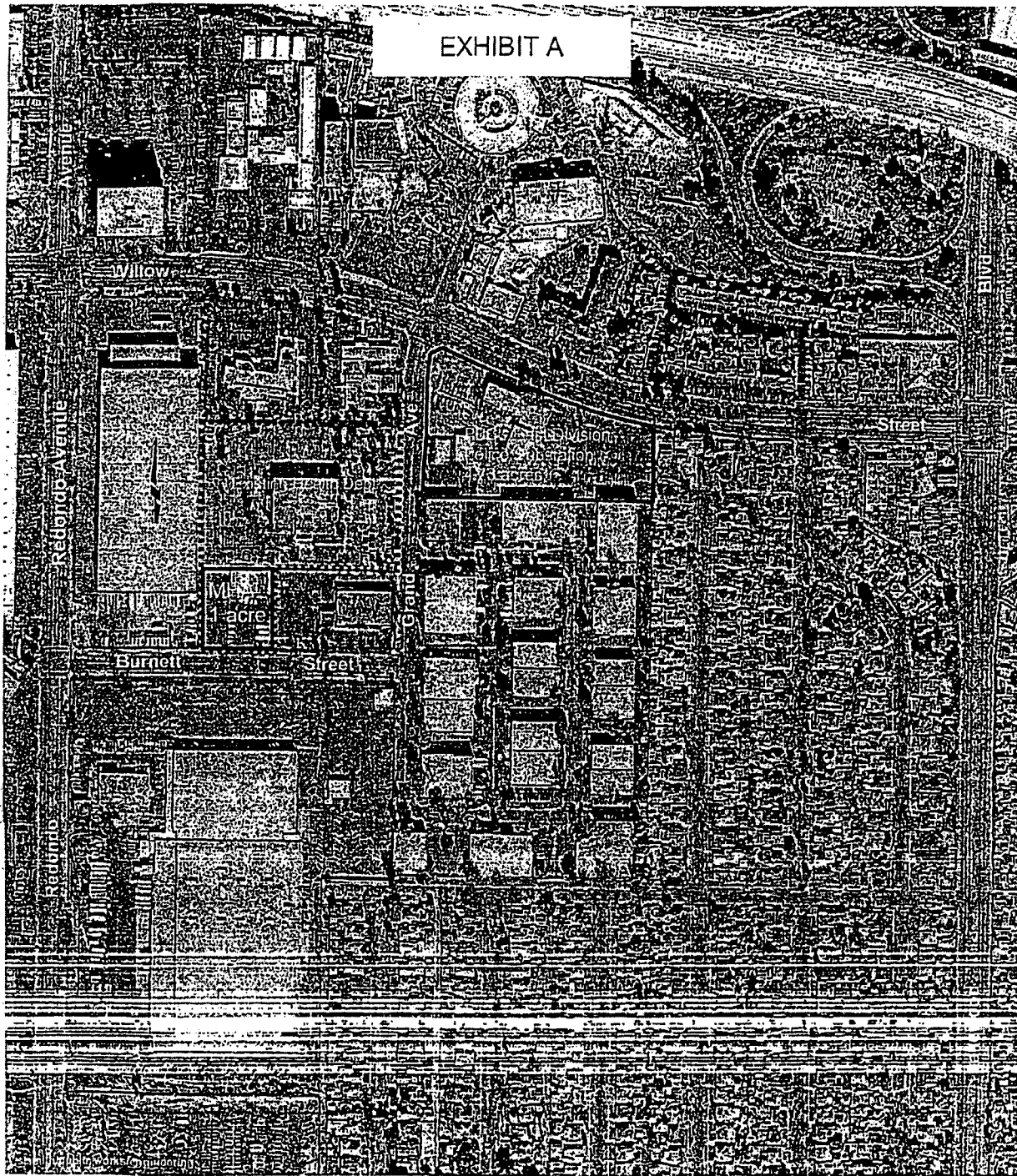
By 
HEATHER A. MAHOOD
ASSISTANT CITY ATTORNEY

By: 
Assistant City Manager
City Manager

Address:
333 West Ocean Boulevard
Long Beach, California 90802

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

EXHIBIT A

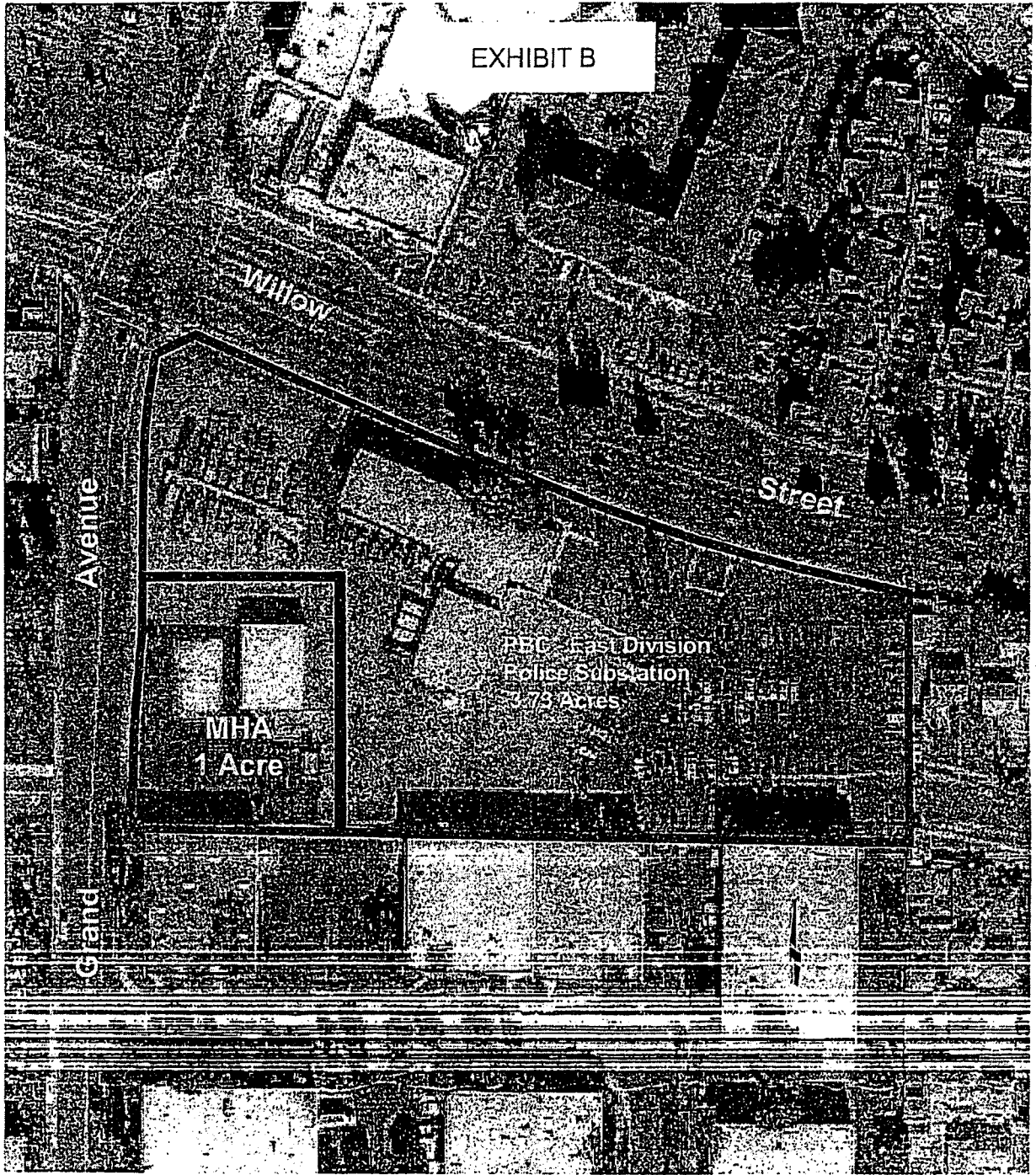


CITY OF LONG BEACH - CALIFORNIA

Primary Recommendation Site Map
USARC - Schroeder Hall

3800 E. Willow Street

EXHIBIT B



CITY OF LONG BEACH - CALIFORNIA

Alternative Recommendation Site Location Map
USARC - Schroeder Hall
3800 E. Willow Street

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

1 EXHIBIT C

2 SUBORDINATION PROVISIONS

3 1. Tenant's Right to Encumber. Subject to Tenant's prior compliance
4 with its obligations pursuant to Sections 4 and 5 of this Lease, Tenant may, at any time
5 and from time to time during the term of this Lease, encumber in favor of any institutional
6 lender regulated by state or federal authority or any public agency lender (referred to in
7 this Exhibit C as "lender"), by deed of trust, regulatory agreement or mortgage or other
8 security instrument, (i) all of Tenant's interest under this Lease and the Leasehold estate
9 hereby created in Tenant, (ii) improvements on the Premises, and (iii) the Purchase
10 Option (referred to in this Exhibit "C" as a "Leasehold Encumbrance"), for the purpose or
11 purposes of obtaining construction or long-term financing of the development of the
12 Premises without the consent of Landlord. However, no Leasehold Encumbrance
13 incurred by Tenant in accordance with this Section shall, and Tenant shall not have
14 power to incur any encumbrance that shall, constitute in any way a lien or encumbrance
15 on Landlord's fee interest in the Premises. Any Leasehold Encumbrance shall be subject
16 to all covenants, conditions, and restrictions set forth in this Lease and to all rights and
17 interests of Landlord, except as is otherwise provided in this Lease. Tenant shall give
18 Landlord prior written notice of any Leasehold Encumbrance, together with a copy of the
19 deed of trust, mortgage, regulatory agreement or other security interest evidencing the
20 Leasehold Encumbrance.

21 2. Notice to and Service on Lender. Landlord shall mail to any Lender
22 who has given Landlord written notice of its name and address, a duplicate copy of any
23 and all notices Landlord may from time to time give to or serve on Tenant in accordance
24 with or relating to this Lease, including but not limited to any notice of default, notice of
25 termination, or notice regarding any matter on which Landlord may predicate or claim a
26 default. Any notices or other communications permitted by this or any other section of
27 this Lease or by law to be served on or given to Lender by Landlord shall be deemed duly
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1 served on or given to Lender when deposited in the United States mail, first-class
2 postage prepaid, addressed to Lender at the last mailing address for Lender furnished in
3 writing by Lender to Landlord.

4 3. No Modification Without Lender's Consent. For as long as there is
5 any Leasehold Encumbrance in effect, Tenant and Landlord hereby expressly stipulate
6 and agree that they will not modify this Lease in any way nor cancel this Lease by mutual
7 agreement without the written consent of Lender having that Leasehold Encumbrance.

8 4. Right of Lender to Realize on Security. A Lender with a Leasehold
9 Encumbrance shall have the right at any time during the term of this Lease and the
10 existence of the encumbrance to do both of the following:

11 A. Any act or thing required of Tenant under this Lease, and any
12 such act or thing done and performed by Lender, shall be as effective to prevent a
13 forfeiture of Tenant's rights under this Lease as if done by Tenant; and

14 B. Realize on the security afforded by the leasehold estate by
15 foreclosure proceedings, accepting an assignment in lieu of foreclosure, or other
16 remedy afforded in law or in equity or by the security instrument evidencing the
17 Leasehold Encumbrance (referred to in this Exhibit as "the Security Instrument"), and

18 C. To transfer, convey, or assign the title of Tenant to the leasehold
19 estate created by this Lease to any purchaser at any foreclosure sale, whether the
20 foreclosure sale is conducted under court order or a power of sale contained in the
21 Security Instrument, or to an assignee under an assignment in lieu of foreclosure; and

22 D. To acquire and succeed to the interest of Tenant under this
23 Lease by virtue of any foreclosure sale, whether the foreclosure sale is conducted
24 under a court order or a power of sale contained in the Security Instrument, or by
25 virtue of an assignment in lieu of foreclosure.

26 E. The Lender or any person or entity acquiring the leasehold estate
27 shall be liable to perform Tenant's obligations under this Lease only during the period,
28 if any, in which that entity or person has ownership of the leasehold estate or

1 possession of the Premises.

2 5. Right of Lender to Cure Defaults. For as long as there is in effect
3 any Leasehold Encumbrance, before Landlord may terminate this Lease because of any
4 default under or breach of this Lease by Tenant, Landlord must give written notice of the
5 default or breach to Lender and afford Lender the opportunity after service of the notice
6 to do one of the following:

7 A. Cure the breach or default within 60 days after expiration of the
8 time period granted to Tenant under this Lease for curing a default, when the default
9 can be cured by the payment of money to Landlord or some other person;

10 B. Cure the breach or default within 60 days after expiration of the
11 time period granted to Tenant under this Lease for curing a default, when the breach
12 or default must be cured by something other than the payment of money and can be
13 cured within that time; or

14 C. Cure the breach or default in any reasonable time that may be
15 required when something other than money is required to cure the breach or default
16 and cannot be performed within 60 days after expiration of the time period granted to
17 the Tenant under this Lease for curing a default, provided that acts to cure the breach
18 or default are commenced within that time period after service of notice of default on
19 Lender by Landlord and are thereafter diligently continued by Lender.

20 6. Foreclosure in Lieu of Curing Default. Notwithstanding any other
21 provision of this Lease, a Lender under a Leasehold Encumbrance may forestall
22 termination of this Lease by Landlord for a default under or breach of this Lease by
23 Tenant by commencing proceedings to foreclose the Leasehold Encumbrance. The
24 proceedings so commenced may be for foreclosure of the Leasehold Encumbrance by
25 order of court or for foreclosure of the Leasehold Encumbrance under a power of sale
26 contained in the Security Instrument. The proceedings shall not, however, forestall
27 termination of this Lease by Landlord for the default or breach by Tenant unless all of the
28 following conditions are met:

1 A. The proceedings are commenced within 60 days after service on
2 Lender of the notice described in Section 2 of this Exhibit;

3 B. The proceedings are, after having been commenced, diligently
4 pursued in the manner required by law to completion; and

5 C. Lender keeps and performs all of the terms, covenants, and
6 conditions of this Lease of Tenant until the foreclosure proceedings are complete or
7 are discharged by redemption, satisfaction, payment, or conveyance of the Leasehold
8 estate to Lender.

9 7. Assignment Without Consent on Foreclosure. A transfer of Tenant's
10 Leasehold interest under this Lease to any of the following shall not require the prior
11 consent of Landlord:

12 A. A purchaser at a foreclosure sale of the Leasehold Encumbrance,
13 whether the foreclosure sale is conducted under court order or a power of sale in the
14 instrument creating the encumbrance, provided Lender under the Leasehold
15 Encumbrance gives Landlord written notice of the transfer, including the name and
16 address of the purchaser and the effective date of the transfer.

17 B. An assignee of the Leasehold estate of Tenant under an
18 assignment in lieu of foreclosure, provided Lender under the Leasehold Encumbrance
19 gives Landlord written notice of the transfer, including the name and address of the
20 assignee and the effective date of the assignment; or provided the purchaser or
21 assignee delivers to Landlord its written agreement to be bound by all of the
22 provisions of this Lease.

23 8. New Lease to Lender. Notwithstanding any other provision of this
24 Lease, should this Lease terminate because of any default under or breach of this Lease
25 by Tenant, Landlord agrees to enter into a new Lease for the Premises with Lender under
26 a Leasehold Encumbrance, as Tenant, provided all of the following conditions are
27 satisfied:

28 A. A written request for the new lease is served on Landlord by

1 Lender within 60 days after service on Lender of the notice described in Section 2 of
2 this Exhibit;

3 B. The new Lease:

4 i. Is for a term ending on the same date the term of this
5 Lease would have ended had this Lease not been terminated;

6 ii. Provides for the payment of rent at the same rate that
7 would have been payable under this Lease during the remaining term of
8 this Lease had this Lease not been terminated; and

9 iii. Contains the same terms, covenants, conditions, and
10 provisions as are contained in this Lease (except those that have already
11 been fulfilled or are no longer applicable).

12 C. Lender, on execution of the new Lease by Landlord, shall pay
13 any and all sums that would at the time of the execution of the new Lease be due
14 under this Lease but for its termination and shall otherwise fully remedy, or agree in
15 writing to remedy, any other defaults under or breaches of this Lease committed by
16 Tenant that can be remedied;

17 D. Lender, on execution of the new Lease, shall pay all reasonable
18 costs and expenses, including attorneys' fees and court costs, incurred in terminating
19 this Lease, recovering possession of the Premises from Tenant or the representative
20 of Tenant, and preparing the new Lease;

21 E. The new Lease shall be subject to all existing subleases between
22 Tenant and subtenants, provided that for any sublease, the subtenant agrees in
23 writing to attorney to Lender (or its assignee); and

24 F. The new Lease shall be assignable by Lender but not by any
25 assignee of Lender without the prior written consent of Landlord.

26 9. No Merger of Leasehold and Fee Estates. For as long as any
27 Leasehold Encumbrance is in existence, there shall be no merger of the leasehold estate
28 created by this Lease and the fee estate of Landlord in the Premises merely because

1 both estates have been acquired or become vested in the same person or entity, unless
2 Lender otherwise consents in writing.

3 10. Lender as Assignee of Lease. No Lender under any Leasehold
4 Encumbrance shall be liable to Landlord as an assignee of this Lease unless and until
5 Lender acquires all rights of Tenant under this Lease through foreclosure, an assignment
6 in lieu of foreclosure, or as a result of some other action or remedy provided by law or by
7 the instrument creating the Leasehold Encumbrance.

8 11. Lender as Including Subsequent Security Holders. The term
9 "Lender" as used in this Lease shall mean not only the institutional lender or public
10 agency that loaned money to Tenant and is named as beneficiary, mortgagee, secured
11 party, or security holder in the Security Instrument creating any Leasehold Encumbrance,
12 but also all subsequent purchasers or assignees of the leasehold interest secured by the
13 Leasehold Encumbrance.

14 12. Two or More Lenders. In the event two or more Lenders each
15 exercise their rights under this Lease and there is a conflict that renders it impossible to
16 comply with all requests of Lenders, the Lender whose Leasehold Encumbrance would
17 have senior priority in the event of a foreclosure shall prevail.

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1 EXHIBIT "D"

2 MEMORANDUM OF COMMENCEMENT DATE AND TERM

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4 THIS MEMORANDUM OF COMMENCEMENT DATE AND TERM (this
5 "Memorandum") is entered into as of _____, 20____, by and between the
6 CITY OF LONG BEACH, a California municipal corporation ("Landlord"), and MENTAL
7 HEALTH AMERICA OF LOS ANGELES, a California nonprofit corporation ("Tenant").

8 In accordance with that certain Lease dated _____, 2013 by and
9 between Landlord and Tenant (the "Lease"), the parties desire to mutually confirm the
10 following:

11 1. The Premises have been issued a Temporary Certificate of
12 Occupancy as of _____, which shall be the Commencement Date
13 under the Lease.

14 2. The term of the Lease shall expire on _____, 20____,
15 unless earlier terminated as provided in the Lease.

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

MENTAL HEALTH AMERICA OF LOS ANGELES,
a California nonprofit corporation

Dated: _____, 2013

By: _____
Name: _____
Title: _____

Dated: _____, 2013

By: _____
Name: _____
Title: _____

"Tenant"

CITY OF LONG BEACH

Dated: _____, 2013

By: _____
Name: _____
Title: _____

"Landlord"

OFFICE OF THE CITY ATTORNEY
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