



1           B. This Lease covers only the surface of the Leased Premises and only  
2 so much of the subsurface as is reasonably necessary for Tenant to make the  
3 improvements described herein, to perform the maintenance described herein, and to  
4 use the Leased Premises as described herein.

5           C. Landlord reserves the right to enter the Leased Premises at any time  
6 while the Tenant is present or by providing Tenant with 24-hour advance notice if the  
7 Landlord anticipates requiring access during non-normal business hours.

8           5. Improvements. A. Tenant shall keep the Leased Premises free of  
9 any mechanic's, materialman's or similar lien for any work done, labor performed or  
10 material furnished by or for Tenant. Tenant shall defend, indemnify and hold Landlord  
11 harmless from and against all claims, liens, causes of action, liability, and costs for any  
12 such work done, labor performed or material furnished on the Leased Premises or to the  
13 Tenant.

14           B. At the termination or expiration of this Lease, all improvements  
15 constructed or installed by Tenant hereunder shall become the property of Landlord  
16 unless Landlord gives notice to Tenant to remove said improvements and to return the  
17 Property to its original condition, normal wear and tear for the particular use described  
18 herein excepted. If Tenant is required to remove said improvements, then Tenant shall  
19 have a reasonable time after receipt of such notice in which to do so.

20           6. Maintenance. A. Tenant shall, at Tenant's cost, maintain or cause  
21 the maintenance of the Leased Premises in substantial repair, in a good, clean, safe,  
22 sanitary condition, free of rubbish, garbage, trash, and graffiti. Tenant is responsible for  
23 general wear and tear maintenance only. Landlord shall be responsible for, at Landlord's  
24 sole expense, all capital repairs or improvements. Capital improvements shall be defined  
25 as those repairs or improvements which have a useful life of more than (3) years and a  
26 cost of more than three thousand dollars (\$3,000.00).

27           B. Tenant hereby waives the right to make general wear and tear  
28 repairs at the expense of Landlord.

1           7.     Utilities. Landlord shall pay for all utilities to, at or on the Leased  
2 Premises, including water, gas, electricity and trash disposal. Lessee shall utilize trash  
3 receptacles on the Property for disposal purposes.

4           8.     Relocation. Tenant agrees that nothing contained in this Lease  
5 creates any right in Tenant for any relocation assistance or payment pursuant to the  
6 provisions of Title 1, Division 7, Chapter 16 of the California Government Code.

7           9.     No Assignment. Tenant shall not assign, sublease, or otherwise  
8 transfer this Lease, or any part of this Lease, or any interest in this Lease. Any such  
9 assignment, subletting, or transfer shall be void and shall confer no right of occupancy on  
10 the assignee, sublessee, or transferee.

11          10.    Inspection. Landlord shall have the right at all reasonable times to  
12 inspect the Leased Premises, to observe its use, and to serve or post any notice on the  
13 Leased Premises relating to this Lease.

14          11.    Default. If Tenant defaults, breaches, or fails to comply with any  
15 term, covenant or condition of this Lease, Landlord may give to Tenant thirty (30) days  
16 notice of same. If Tenant fails or refuses to remedy, the default, breach, or  
17 noncompliance within said thirty (30) day period, Landlord may terminate this Lease and  
18 all right and interest of Tenant in and to the Lease shall cease and terminate provided,  
19 however, that if the cure by Tenant will require more than thirty (30) days, then Tenant  
20 shall not be in default if Tenant begins to cure within said thirty-day period and diligently  
21 continues to cure to completion.

22          12.    Notice. Any notice hereunder shall be in writing and personally  
23 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to Tenant  
24 at 2760 Studebaker Road, Long Beach, California 90815 Attn: Director of Parks,  
25 Recreation and Marine and to Landlord at 2247 Junipero Avenue, Signal Hill, California  
26 90755. Notice shall be deemed given on the date personal delivery is made or forty-eight  
27 (48) hours after deposit in the mail, whichever first occurs. Notice of change of address  
28 shall be given in the same manner as prescribed herein for other notices.

1           13.   Signs. Tenant shall not erect any signs without the prior approval of  
2 Landlord. All signs shall conform to the sign ordinances and policies of the City of Long  
3 Beach. Tenant shall pay the cost of installation and shall maintain in good condition any  
4 signs that Tenant erects.

5           14.   Americans with Disabilities Act of 1990. In making the improvements  
6 described herein, Tenant shall comply with the American with Disabilities Act of 1990.

7           15.   Damage. Landlord shall not be liable to Tenant for any damage to  
8 Tenant's personal property on the Leased Premises or the Property.

9           16.   Miscellaneous. A. This Lease constitutes the entire understanding  
10 between the parties and supersedes all other agreements between the parties, oral or  
11 written, concerning the subject matter herein.

12                   B.   Captions used in this Lease are for ease of reference only and do  
13 not define or limit its provisions and shall not be used in its interpretation.

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

18                   D.   This Lease shall be binding on and inure to the benefit of the parties  
19 and their successors, heirs, and personal representatives.

20                   E.   This Lease shall not be amended or modified except in writing,  
21 signed by the parties, and approved by Tenant's City Council.

22                   F.   This Lease shall not be recorded.

23                   G.   Tenant agrees that it will not permit any hazardous material to be  
24 kept, used, treated, released or produced on the Leased Premises or the Property  
25 without the prior written consent of Landlord except that Tenant and Tenant's invitees  
26 may use and keep materials (such as paints and solvents) that are necessary to the  
27 arts/recreational programs on the Leased Premises provided that Tenant properly  
28 disposes of such materials.

1 H. During the term of this Lease, if Tenant performs the terms,  
2 covenants and conditions of this Lease, Tenant shall be entitled to quiet enjoyment of the  
3 Leased Premises.

4 I. This Lease shall be governed by and construed in accordance with  
5 the laws of the State of California.

6 J. The parties represent that neither has had dealings or an agreement  
7 regarding this Lease with a broker or agent or any other person who could claim a right to  
8 a commission or fee.

9 K. Lessee shall be allowed use of up to five parking spaces on the  
10 Property. Best efforts shall be made to utilize parking spaces towards the rear of the  
11 Property as close to the Leased Premises as available.

12 L. Lessee shall be allowed use of restrooms on the Property located in  
13 the adjacent area(s) of the building within which the Leased Premises are located.

14 17. Self Insurance. Within thirty (30) days after the execution of this  
15 Lease and in partial performance of Tenant's obligations hereunder, Tenant shall deliver  
16 to Landlord a Certificate of Self-Insurance providing evidence of coverage for commercial  
17 general liability self insurance equivalent in coverage scope to ISO CG 00 01 11 88  
18 naming the Landlord as an additional insured from and against claims, demands, causes  
19 of action, expenses, costs, or liability for injury to or death of persons, or damage to or  
20 loss of property arising out of the use of the Leased Property and all activities performed  
21 at this Leased Premises by or on behalf of the Tenant in an amount of One Million Dollars  
22 (\$1,000,000) per occurrence and in aggregate. This self-insurance program shall not be  
23 suspended, voided, changed, or canceled except after thirty (30) days prior written notice  
24 to Landlord or upon Lease termination. With respect to damage to property, Landlord  
25 and Tenant hereby waive all rights of subrogation, one against the other, but only to the  
26 extent that collectible commercial property insurance is available for said damage.

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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.

Dated: 8-29, 2007

KIET CHI HONG

By: 

Kiet Hong  
Type Name Here

"Landlord"

Dated: 9/1, 2007

CITY OF LONG BEACH, a municipal Corporation

By: 

City Manager

"Tenant"

This Lease is approved as to form on August 30, 2007.

ROBERT E. SHANNON, City Attorney

By: 

Deputy City Attorney

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

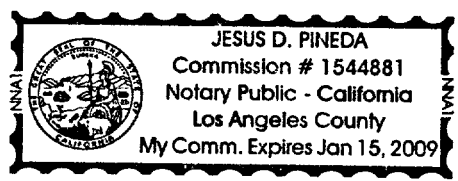
State of California }  
County of Los Angeles } ss.

On 8/29/2007 before me, JESUS D PINEDA, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared KIET CHAI HONG  
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: LEASE

Document Date: 8/29/2007 Number of Pages: 6

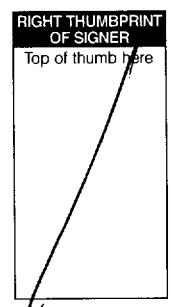
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



# Exhibit "A"

