

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

“5. Improvements.

A. Landlord shall confirm that all improvements including the exterior lighting are in good working order. Tenant shall keep the Leased Premises free of any mechanic’s, materialman’s or similar lien for any work done, labor performed or material furnished by or for Tenant. Tenant shall defend, indemnify and hold Landlord harmless from and against all claims, liens, causes of action, liability, and costs for any such work done, labor performed or material furnished on the Leased Premises or to the Tenant.”

4. Section 16 of Lease No. 30218 is hereby amended to read as follows:

“16. Miscellaneous.

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

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

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

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

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

F. This Lease shall not be recorded.

G. Tenant agrees that it will not permit any hazardous material to be kept, used, treated, released or produced on the Leased Premises or the Property without the prior written consent of Landlord except that Tenant and

1 Tenant's invitees may use and keep materials (such as paints and solvents) that
2 are necessary to the arts/recreational programs on the Leased Premises provided
3 that Tenant properly disposes of such materials.

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

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

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

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

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

18 M. Tenant agrees, subject to applicable laws, rules and
19 regulations, that no person shall be subject to discrimination in the performance of
20 this Lease on the basis of race, religion, national origin, color, age, sex, sexual
21 orientation, gender identity, AIDS, HIV status, handicap or disability. Tenant shall
22 take affirmative action to ensure that applicants are employed and that employees
23 are treated during employment without regard to any of these bases, including but
24 not limited to employment, upgrading, demotion, transfer, recruitment, recruitment
25 advertising, layoff, termination, rates of pay or other forms of compensation, and
26 selection for training, including apprenticeship."

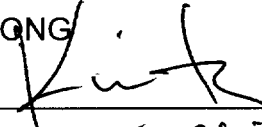
27 5. Except as expressly amended herein, all of the terms, covenants,
28 and conditions of Lease No. 30218, as amended and to the extent not contrary to this

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

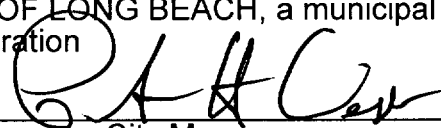
1 First Amendment, shall remain unchanged and in full force and effect.

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

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

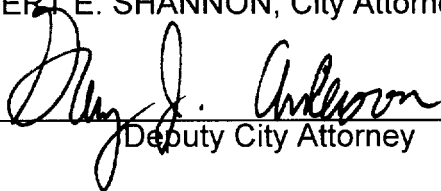
Dated: June 15, 2010 KIET CHI HONG
By: 
Kiet Chi Hong
Type Name Here

"Landlord"

Dated: 8/13, 2010 CITY OF LONG BEACH, a municipal Corporation
By: 
City Manager

"Tenant"

This First Amendment to Lease No. 30218 is approved as to form on
July 30, 2010.

ROBERT E. SHANNON, City Attorney
By: 
Deputy City Attorney