



1 ("Atlantic Plaza"). The Premises shall not be used by Tenant for any other purpose  
2 without the express written consent of Landlord, which may be withheld in Landlord's sole  
3 discretion.

4 5. Maintenance Obligations. Tenant shall keep the Parking Lot and the  
5 Premises in a neat, safe and sanitary condition, and shall provide, or procure and pay for  
6 any landscaping and/or maintenance services to the extent necessary for the Parking  
7 Lot, the Premises and the Sign.

8 6. Utilities. Tenant shall be responsible for the provision of all utilities to  
9 the Premises and shall be responsible for the payment of all utility expenses.

10 7. Taxes. Landlord shall be responsible for payment of all real property  
11 taxes, and Tenant shall be responsible for the payment of all other taxes arising from its  
12 use and occupancy of the Premises, including any possessory interest taxes.

13 8. Insurance.

14 A. During the entire term, Tenant shall at its sole cost and  
15 expense procure and maintain:

16 (i) Commercial general liability insurance in an amount not  
17 less than One Million Dollars (\$1,000,000) per occurrence and in aggregate  
18 covering bodily injury and property damage liability combined arising from  
19 Tenant's obligations under or in connection with this Lease. Such  
20 insurance shall name Landlord, and any other party it so specifies in writing  
21 to Tenant, as an additional insured.

22 (ii) The minimum limits of policies of insurance required of  
23 Tenant under this Lease shall in no event limit the liability of Tenant under  
24 this Lease. Such insurance shall (a) be issued by an insurance company  
25 having a rating of not less than A-X in Best's Insurance Guide or which is  
26 otherwise acceptable to Tenant and Landlord, (b) be primary insurance as  
27 to all claims thereunder and provide that any insurance carried by Tenant or  
28 Landlord is excess and is non-contributing with any insurance requirement

1 of Tenant, (c) provide that said insurance shall not be canceled or coverage  
2 changed unless thirty (30) days' prior written notice shall have been given  
3 to Landlord and any mortgagee or ground or underlying lessor of Landlord,  
4 and (d) contain a cross-liability endorsement or severability of interest  
5 clause acceptable to Landlord. Tenant shall deliver said policy or policies  
6 or certificates thereof to Landlord on or before the effectiveness of this  
7 Lease.

8 B. Notwithstanding the provisions of this Section 8, Tenant and  
9 Landlord each hereby waive any and all rights of recovery against the other, or  
10 against the officers, employees, agents and representatives of the other, for loss  
11 of or damage to such waiving party or its property or the property of others under  
12 its control but only to the extent that (a) such loss or damage is insured against or  
13 is required to be insured against under the terms of this Lease, and (b) such  
14 insurance policies permit and do provide for such waiver. In this regard, Landlord  
15 and Tenant each agree to have their respective insurers issuing the insurance  
16 described in this Section 8 waive any rights of subrogation that such companies  
17 may have against the other party. Tenant shall provide, at its sole cost and  
18 expense, such additional insurance or increased coverage amounts as may be  
19 required by Landlord's Risk Manager acting in his or her sole discretion.

20 9. Hazardous Materials. No goods, merchandise, supplies, personal  
21 property, materials, or items of any kind shall be kept, stored, or sold in or on the  
22 Premises which are in any way explosive or hazardous. Tenant shall comply with  
23 California Health and Safety Code Section 25359.7 or its successor statute regarding  
24 notice to Landlord on discovery by Tenant of the presence or suspected presence of any  
25 hazardous material on the Premises. "Hazardous Materials" means any hazardous or  
26 toxic substance, material or waste which is or becomes regulated by the City, the County  
27 of Los Angeles, the State of California or the United States government.

28 10. Default. The occurrence of any of the following acts shall constitute

1 a default by Tenant:

- 2 A. Failure to pay rent when due after ten (10) days written notice;
- 3 B. Failure to perform any of the terms, covenants, or conditions
- 4 of this Lease if said failure is not cured within thirty (30) days after written notice of
- 5 said failure. If the default cannot reasonably be cured in thirty (30) days, Tenant
- 6 shall not be in default if Tenant begins to cure within the thirty-day period and
- 7 diligently proceeds to cure to completion; or
- 8 C. Any attempted assignment or transfer.

9 If Tenant does not comply with each provision of this Lease or if a default

10 occurs, then Landlord may terminate this Lease and Landlord may enter the Premises

11 and take possession thereof provided, however, that these remedies are not exclusive

12 but cumulative to other remedies provided by law in the event of Tenant's default, and the

13 exercise by Landlord of one or more rights and remedies shall not preclude Landlord's

14 exercise of additional or different remedies for the same or any other default by Tenant.

15 11. Right of Entry. Landlord shall have the right of access to the

16 Premises at all reasonable times.

17 12. Condemnation. If the whole or any part of the Premises shall be

18 taken by any public or quasi-public authority under the power of eminent domain, then

19 this Lease shall terminate as to the part taken or as to the whole, if taken, as of the day

20 possession of that part or the whole is required for any public purpose, and on or before

21 the day of the taking Tenant shall elect in writing either to terminate this Lease or to

22 continue in possession of the remainder of the Premises, if any. All damages for such

23 taking shall belong to Landlord and/or Tenant in accordance with applicable law.

24 13. Nondiscrimination. Subject to applicable laws, rules and regulations,

25 Tenant shall not discriminate against any person or group on the basis of race, religion,

26 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,

27 handicap or disability with respect to the use of the Premises or the performance of its

28 obligations under this Lease. In the performance of this Lease, Tenant shall not

1 discriminate against any employee or applicant for employment on the basis of race,  
2 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV  
3 status, handicap or disability. Tenant shall take affirmative action to ensure that  
4 applicants are employed and that employees are treated without regard to these bases.  
5 Such action shall include but not be limited to employment, upgrading, demotion,  
6 transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other  
7 forms of compensation, and selection for training including apprenticeship. Tenant shall  
8 post in conspicuous places notices stating this provision.

9           14. Indemnification. Tenant shall defend, indemnify and hold harmless  
10 Landlord from all claims, demands, damages, causes of action, losses, liability, costs or  
11 expenses, including reasonable attorney's fees, of any kind or nature whatsoever  
12 (collectively referred to in this Section and Section 14 as "claims") which Landlord may  
13 incur for injury to or death of persons or damage to or loss of property occurring in, on, or  
14 about the Premises arising from the condition of the Premises, the alleged acts or  
15 omissions of Tenant, Tenant's employees, or agents, the occupancy, use, or misuse of  
16 the Premises by Tenant, Tenant's employees, agents, approved subtenants, licensees,  
17 patrons, or visitors, or any breach of this Lease.

18           15. Relocation. Tenant agrees that nothing contained in this Lease shall  
19 create any right in Tenant for any relocation assistance or payment under applicable  
20 California law from Landlord on the expiration or termination of this Lease. Tenant  
21 agrees that nothing contained in this Lease shall create any right for any reimbursement  
22 of Tenant's moving expenses incurred prior to or during the term of this Lease.

23           16. Assignment. Tenant shall not assign or transfer this Lease or any  
24 interest herein, nor sublease the Premises or any part thereof (collectively referred to as  
25 "transfer"). Notwithstanding the above, Tenant may assign or transfer this Lease without  
26 Landlord's approval provided that Tenant concurrently transfers all of its interest in the  
27 Atlantic Plaza to the proposed transferee under this Lease.

28           17. Access. Tenant shall have access to the Premises twenty-four (24)

1 hours per day, seven (7) days per week.

2           18. Holding Over. If Tenant holds over and remains in possession of the  
3 Premises or any part thereof after the expiration of this Lease with the express or implied  
4 consent of Landlord, then such holding over shall be construed as a tenancy from month  
5 to month at the monthly rent then in effect and otherwise on the same terms, covenants,  
6 and conditions contained in this Lease.

7           19. Surrender of Premises. On the expiration or sooner termination of  
8 this Lease Tenant shall remove the Sign and all other improvements on the Premises  
9 and deliver to Landlord possession of the Premises in substantially the same condition  
10 that existed immediately prior to the date of execution hereof, reasonable wear and tear  
11 excepted.

12           20. Notice. Any notice required hereunder shall be in writing and  
13 personally served or deposited in the U. S. Postal Service, first class, postage prepaid to  
14 Landlord and Tenant at the respective addresses first stated above. Notice shall be  
15 deemed effective on the date of mailing or on the date personal service is obtained,  
16 whichever first occurs. Change of address shall be given as provided herein for notice.

17           21. Waiver of Rights. The failure or delay of Landlord to insist on strict  
18 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of  
19 any right or remedy that Landlord may have and shall not be deemed a waiver of any  
20 subsequent or other breach of any term, covenant, or condition herein. The receipt of  
21 and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other  
22 default but shall only constitute a waiver of timely payment of rent. Any waiver by  
23 Landlord of any default or breach shall be in writing. Landlord's approval of any act by  
24 Tenant requiring Landlord's approval shall not be deemed to waive Landlord's approval of  
25 any subsequent act of Tenant.

26           22. Successors in Interest. This Lease shall be binding on and inure to  
27 the benefit of the parties and their permitted successors, heirs, personal representatives,  
28 transferees, and assignees, and all of the parties hereto shall be jointly and severally

1 liable hereunder.

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

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

14           25.    Time. Time is of the essence in this Lease, and every provision  
15 hereof.

16           26.    Governing Law. This Lease shall be governed by and construed in  
17 accordance with the laws of the State of California.

18           27.    Integration and Amendments. This Lease represents and constitutes  
19 the entire understanding between the parties and supersedes all other agreements and  
20 communications between the parties, oral or written, concerning the subject matter  
21 herein. This Lease shall not be modified except in writing signed by the parties and  
22 referring to this Lease.

23           28.    Joint Effort. This Lease is created as a joint effort between the  
24 parties and fully negotiated as to its terms and conditions and nothing contained herein  
25 shall be construed against either party as the drafter.

26           29.    No Recordation. This Lease shall not be recorded.

27           30.    Attorney's Fees. In any action or proceeding relating to this Lease,  
28 the prevailing party shall be entitled to its costs, including a reasonable attorney's fee.

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

1           31. Captions and Organization. The various headings and numbers  
2 herein and the grouping of the provisions of this Lease into separate sections,  
3 paragraphs and clauses are for convenience only and shall not be considered a part  
4 hereof, and shall have no effect on the construction or interpretation of this Lease.

5           32. Relationship of Parties. The relationship of the parties hereto is that  
6 of Landlord and Tenant, and the parties agree that nothing contained in this Lease shall  
7 be deemed or construed as creating a partnership, joint venture, association, principal-  
8 agent or employer-employee relationship between them or between Landlord or any third  
9 person or entity.

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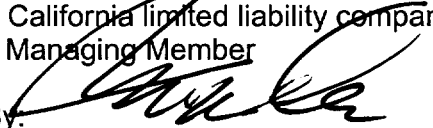
IN WITNESS WHEREOF, the parties have executed this Lease with all of the formalities required by law as of the date first above written.

"Tenant"

AP-ATLANTIC LLC, a  
California limited liability company

By: DGA-Properties LLC, a  
California limited liability company  
Its: Managing Member

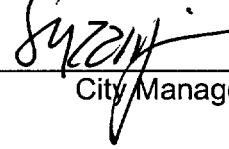
By: Abbey-Properties LLC, a  
California limited liability company  
Its: Managing Member

By:   
Thomas D. Clarke  
Its: Vice President & COO

7/7/, 2009

"Landlord"

CITY OF LONG BEACH, a municipal  
corporation,

By:  Assistant City Manager  
City Manager

8.21, 2009

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

This Lease is hereby approved as to form on July 28, 2009.

ROBERT E. SHANNON, City Attorney

By:   
Deputy

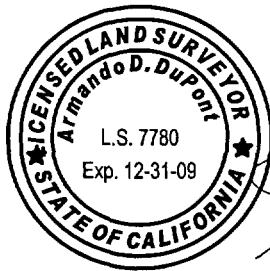
**EXHIBIT A**  
**LEGAL DESCRIPTION**

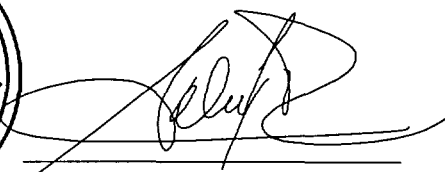
**SIGN EASEMENT:**

100 SQUARE FEET LOCATED WITHIN NORTHERLY PORTION ASSIGNED AS "ATLANTIC PLAZA" IN TRACT NO. 11340, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 203, PAGES 11 AND 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED UNDER ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT, SECTION 8726(L).



  
ARMANDO D. DUPONT,  
P.L.S. 7780  
REG. EXP. DECEMBER 31, 2009

SHEET 1 OF 2

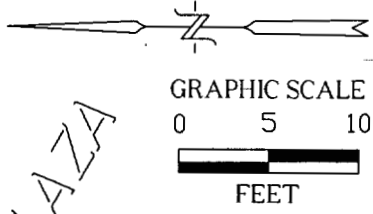
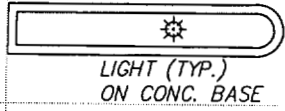
**CAL VADA**  
SURVEYING, INC

Job No. 08379\_BK

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782 PHONE: 951-280-9960 FAX: 951-280-9746 www.calvada.com

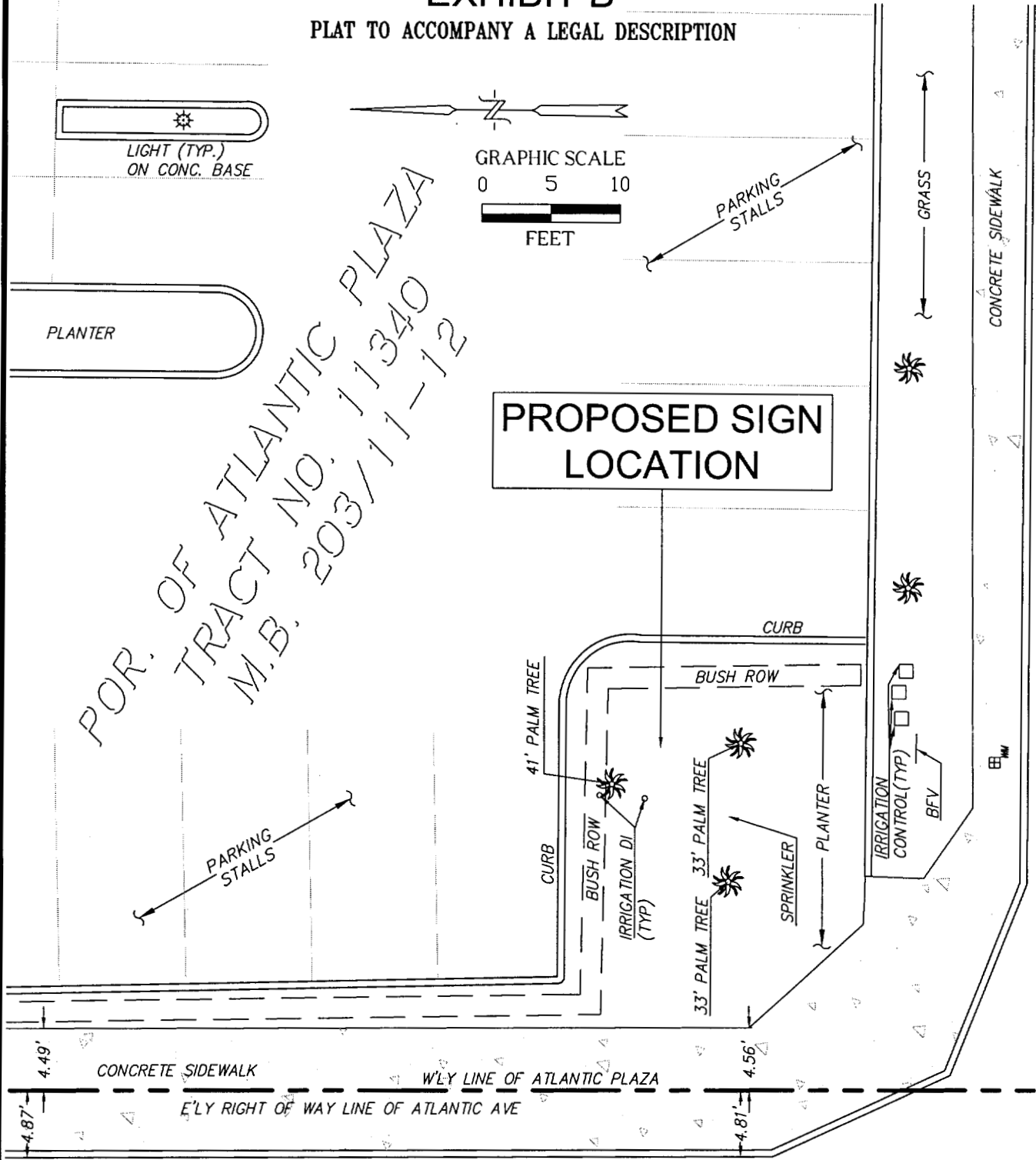
# EXHIBIT B

## PLAT TO ACCOMPANY A LEGAL DESCRIPTION



POR. OF ATLANTIC PLAZA  
TRACT NO. 11340  
M.B. 203/11-12

PROPOSED SIGN  
LOCATION



**ATLANTIC AVE**

SHEET 2 OF 2

**CAL VADA**  
SURVEYING, INC

Job No. 08379\_BK

411 JENKS CIRCLE, SUITE 205, CORONA, CA. 92880-1782 PHONE: 951-280-9960 FAX: 951-280-9746 www.calvada.com