

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4684

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

LEASE

35789

This Lease ("Lease") is made as of December 29, 2020 [CLOSE OF ESCROW DATE], between the CITY OF LONG BEACH, a municipal corporation ("Lessor"), and JEFFREY WAYNE STICKLER, INC., a California corporation ("Lessee"), pursuant to a minute order adopted by the Long Beach City Council on August 11, 2020.

1. PREMISES. In consideration of the covenants and agreements to be performed and observed by Lessee, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property ("Property") and improvements currently or hereafter located thereon ("Improvements", and together with the Property, the "Premises") in the City of Long Beach, County of Los Angeles, State of California, commonly known as 4101-4107 Long Beach Blvd., Long Beach, California 90807 and more particularly described and/or depicted on Exhibit "A" attached hereto and incorporated herein. Lessee previously owned the Premises and this Lease is being executed in connection with that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated August 11, 2020 ("Purchase and Sale Agreement") by and between Lessor, as buyer, and Lessee, as Seller.

2. TERM. Unless sooner terminated as provided in this Lease, the term of this Lease shall be six (6) months commencing on December 29, 2020 ("Commencement Date"), and ending at midnight on June 28, 2021 ("Term"). Lessee shall have the right, at any time during the Term, to terminate this Lease upon at least thirty (30) days advance written notice to Lessor and without obligation to pay any termination fee. Lessor shall have the right, at any time during the Term, to terminate this Lease upon at least sixty (60) days advance written notice to Lessee. Lessee's obligations under Sections 9, 11 and 33 shall survive termination of this Lease.

3. USES. So long as the following use complies with all applicable laws, Lessee shall use the Premises for general office space. Lessee shall not use the Premises for any other use without the prior written consent of Lessor, which may be

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 withheld in its sole and absolute discretion.

2 4. RENT. Lessor and Lessee are executing this Lease in connection
3 with the execution of the Purchase and Sale Agreement, and no rent shall be due and
4 payable by Lessee to Lessor hereunder.

5 5. NOTICE. Any notice, demand, request, consent, approval or
6 communication that either party desires or is required to give to the other party or any
7 other person shall be in writing and either served personally or sent by prepaid, first class
8 mail or by overnight courier. Any notice, demand, request, consent, approval or
9 communication that either party desires or is required to give to the other party shall be
10 addressed to the other party at the address set forth below:

11	TO: <u>Lessor</u>	TO: <u>Lessee</u>
12	City of Long Beach	Jeffrey Wayne Stickler, Inc.
13	411 W. Ocean Blvd., 10 TH Flr	5267 Warner Avenue
14	Long Beach, CA 90802	Huntington Beach, CA 92649
	Attn: City Manager	Attn: Jeff Stickler

15 Either party may change its address by notifying the other party of the
16 change of address. Notice shall be deemed communicated within (i) forty-eight (48)
17 hours from the time of mailing, if mailed as provided in this paragraph, or (ii) twenty-four
18 (24) hours from the time of delivery to the overnight courier, if couriered as provided in
19 this paragraph.

20 6. UTILITIES, SERVICES. Lessee has determined that all utilities
21 necessary for Lessee's use are available at the Premises. Lessee shall make all
22 arrangements for and pay for, all water, sewer, electric, gas, air conditioning, refuse and
23 other utility services to the Premises, and for all janitorial, interior and exterior cleaning,
24 security and other services incident to Lessee's use of the Premises. It is expressly
25 understood and agreed that Lessor is under no obligation to provide Lessee with any
26 services (including, without limitation, any security, guard, cleaning, or parking services).
27 Lessee agrees to provide all necessary and appropriate traffic control and security
28 protection for its use of the Premises, at Lessee's sole cost and expense. Lessor has no

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 responsibility for security in respect of the Premises or any other area.

2 7. [RESERVED].

3 8. DESTRUCTION. If any of the Improvements on the Premises are
4 destroyed from any cause or in the event said Improvements are declared unsafe or unfit
5 for use and occupancy by any public agency having jurisdiction, this Lease shall
6 terminate immediately upon such destruction or declaration, and no party shall have any
7 further obligation to the other in connection with or resulting from such destruction or
8 declaration.

9 9. MAINTENANCE, IMPROVEMENTS AND ALTERATIONS, ACCESS.

10 A. The Premises are being delivered to Lessee in '**AS IS**,
11 **WHERE IS**' condition on the Commencement Date, and Lessor is not making, and
12 has not made, any representations or warranties as to the habitability of the
13 Premises or the suitability of the Premises generally or for any particular purpose,
14 including, without limitation, the uses described in Section 3. Lessor makes no
15 representation or warranty that the Premises comply with any applicable laws,
16 building codes, regulations and ordinance in effect on the date of execution of
17 this Lease. Lessee shall, at its sole cost and expense, keep and maintain the
18 interior of the Improvements and interior and exterior systems (including, without
19 limitation, HVAC systems, fences, gates, lighting, plumbing and electrical
20 systems), and the outdoor areas of the Premises in good operating condition and
21 in substantial repair as acceptable to Lessor and that may be required by building
22 ordinances of the City of Long Beach or Los Angeles County and by any and all
23 laws of the State of California or the United States of America, or by the
24 requirements or regulations of any other governmental authority. It shall be
25 Lessee's responsibility to take all steps necessary or appropriate to maintain such
26 a standard of condition and repair. Lessee expressly agrees to maintain the
27 Premises in a safe, clean, wholesome and sanitary condition and to keep the
28 Premises free and clear of rubbish and litter in compliance with all applicable laws.

1 Lessee shall make no alterations to the Premises without the prior written consent
2 and approval of Lessor which may be granted, denied or conditioned in Lessor's
3 sole and absolute discretion. Lessee agrees to hold harmless and indemnify
4 Lessor from and against any and all injury, loss, claims or damage to any person
5 or property occasioned by or arising out of the doing of any such work by Lessee
6 or its employees, agents or contractors. Lessor shall have no maintenance or
7 repair obligations under this Lease whatsoever, including without limitation
8 responsibility for maintaining and replacing the structural elements of the
9 Improvements.

10 B. On expiration of the Term, or on earlier termination of this
11 Lease, Lessee shall surrender the Premises, all building or improvements on the
12 Premises, and all things appurtenant to the Premises (excepting any trade fixtures
13 of Lessee), to Lessor in good repair and in a good, safe and clean condition,
14 reasonable wear and tear excepted. On or prior to expiration of the Term, Lessee
15 shall repair any damage occasioned by the installation, maintenance or removal
16 any alterations, trade fixtures, installations, furnishings, and equipment and the
17 removal, replacement, or remediation of any soil, material or groundwater
18 contaminated by Lessee.

19 C. Lessor and its employees and agents shall at all reasonable
20 times have the right to enter the Premises to inspect the same or for any other
21 reasonable purpose. In connection therewith, Lessor shall provide 24 hours prior
22 notice to Lessee, except in the event of emergencies.

23 10. INSURANCE. Concurrent with the execution of this Lease and in
24 partial performance of Lessee's obligations hereunder, Lessee shall procure and
25 maintain, at its cost, during the Term and any extensions or renewals thereof, from an
26 insurer admitted in California or having a minimum rating of or equivalent to A:VIII in
27 Best's Insurance Guide:

28 A. Commercial General Liability insurance including products

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 and fire legal liability with a combined single limit of at least \$1,000,000 for each
2 occurrence or Two Million Dollars (\$2,000,000) general aggregate. Lessor, its
3 officials, employees and agents shall be covered as additional Insureds with
4 respect to liability arising from activities performed by or on behalf of Lessee. Said
5 insurance shall be primary insurance with respect to Lessor and shall contain a
6 cross-liability endorsement.

7 B. (i) a Worker's Compensation Insurance policy in compliance
8 with statutory requirements of the state of California, which insurance shall apply
9 to all persons employed by Lessee, and (ii) Employer's Liability insurance in
10 amounts not less than \$1,000,000 per accident, \$1,000,000 per disease, and
11 \$1,000,000 disease-policy limit.

12 C. At its sole cost and expense, Lessee shall obtain and keep in
13 force during the Term a policy of Comprehensive Automobile Liability Insurance
14 including coverage for all owned, leased, hired and non-owned vehicles with a
15 minimum combined single limit of \$1,000,000 per occurrence for bodily injury and
16 property damage liability. Such insurance shall name Lessor, its officials,
17 employees and agents as additional Insureds with respect to liability arising from
18 activities performed by or on behalf of Lessee. Upon the execution of this Lease,
19 Lessee shall deliver to Lessor certificates of insurance with endorsements
20 evidencing the coverage required by this Lease. The certificates and
21 endorsements shall be signed by a person authorized by the insurer to bind
22 coverage on its behalf.

23 D. Said insurance shall contain an endorsement requiring thirty
24 (30) days' prior written notice from insurers to Lessor before cancellation or
25 change of coverage.

26 E. Said insurances may provide for such deductibles or self-
27 insured retention. In the event such insurance does provide for deductibles or self-
28 insured retention or is self-insured, Lessee agrees that it will fully protect Lessor,

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 its officials, and employees in the same manner as these interests would have
2 been protected had the policy or policies not contained a deductible or retention
3 provisions. With respect to damage to property, Lessor and Lessee hereby waive
4 all rights of subrogation, one against the other, but only to the extent that
5 collectible commercial insurance is available for said damage.

6 F. The procuring of said retention shall not be construed as a
7 limitation on Lessee's liability or as full performance on Lessee's part of the
8 indemnification and hold harmless provisions of this Lease; and Lessee
9 understands and agrees that, notwithstanding any insurance or formal self-
10 insurance, Lessee's obligation to defend, indemnify and hold Lessor, its officials
11 and employees harmless hereunder is for the full and total amount of any damage,
12 injuries, loss, expense, costs or liabilities caused by or in any manner connected
13 with or attributed to the acts or omissions of Lessee, its officers, agents,
14 employees, subtenants, licensees, patrons or visitors, or the operations conducted
15 by Lessee, or Lessee's use, misuse or neglect of the Premises.

16 11. INDEMNITY.

17 A. Lessor, its officials and employees shall not be liable for and
18 Lessee hereby waives all claims against them for loss, theft, or damage to
19 equipment, furniture, trade fixtures, furnishings, records, and other personal
20 property in, or at the Premises, for loss or damage to Lessee's business, or injury
21 to or death of persons in, on or at the Premises from any cause except to the
22 extent caused by the gross negligence or willful misconduct of Lessor or Lessor
23 Parties.

24 B. Lessee shall defend, indemnify and hold harmless, Lessor, its
25 officials, contractors, employees, partners, directors, members, managers, agents,
26 successors and assigns (for purposes of this Section and Section 33, collectively
27 "Lessor Parties") and agents, from and against any and all liabilities, claims, suits,
28 demands, damages, losses, causes of action, proceedings, penalties, fines, costs,

1 judgments, settlements and expenses (including attorneys' fees, court costs, and
2 expert and witness fees) (collectively "Claims" or individually "Claim"), except to
3 the extent such Claims is caused by the gross negligence or willful misconduct of
4 Lessor or Lessor Parties (other than Lessor's successors and/or assigns). Claims
5 include, by way of example, but are not limited to: Claims for property damage,
6 personal injury or death arising in whole or in part from the fault, negligent act or
7 omission of Lessee, its officers, employees, agents, contractors or anyone under
8 Lessee's control (collectively "Indemnitor"); Lessee's breach of or default under
9 this Lease; Lessee's misrepresentation; Indemnitor's willful acts or misconduct;
10 Lessee's presence at or use or occupancy of the Premises (or any cause
11 whatsoever in the Premises), and Claims by any employee of Indemnitor relating
12 to workers' compensation. Lessee shall notify Lessor of any Claim within ten (10)
13 days. Likewise, Lessor shall notify Lessee of any Claim and shall assist Lessee,
14 as may be reasonably requested, in such defense.

15 C. This Section 11 shall survive any expiry or termination of this
16 Lease.

17 12. DAMAGE TO PREMISES. With the exception of ordinary wear and
18 tear, Lessee shall be liable for and shall pay the cost of any and all loss, injury or damage
19 to the Premises or any equipment on the Premises, by or on account of any act or
20 omission by Lessee, Lessee's employees, agents, invitees, or licensees.

21 13. TAXES AND ASSESSMENTS. The interest in the Premises
22 evidenced by this Lease may result in the assessment of a possessory interest tax on
23 Lessee. Lessee shall be solely responsible such possessory interest tax and any other
24 personal property taxes levied against Lessee and/or its equipment at the Premises.

25 14. UNLAWFUL USE. Lessee agrees that no improvements shall be
26 erected, placed upon, operated, nor maintained upon the Premises, nor any business
27 conducted or carried on therein or therefrom, in violation of the terms of this Lease, or of
28 any regulation, order, law, statute, or ordinance of a governmental agency having

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4864

1 jurisdiction.

2 15. LESSEE'S PERSONAL PROPERTY. Upon the termination of this
3 Lease (whether by lapse of time or otherwise), Lessee shall promptly remove all of its
4 inventory, furniture, fixtures, and equipment and restore the Premises to the condition
5 existing at the Commencement Date, except for Improvements made to the Premises
6 with Lessor's consent in which Lessor confirmed in writing such Improvements can
7 remain, and reasonable wear and tear excepted. If Lessee abandons the Premises, is
8 dispossessed thereof by process of law, or otherwise vacates the Premises, title to any
9 personal property belonging to Lessee and left on the Premises sixty (60) days after such
10 abandonment, dispossession, or vacation shall be deemed to have been transferred to
11 Lessor. Lessor shall have the right to remove and to dispose of such property without
12 liability therefor to Lessee or to any person claiming under Lessee, and shall have no
13 need to account therefor.

14 16. HOLDING OVER. Lessee has no right to retain possession of the
15 Premises or any part thereof beyond the expiration or termination of this Lease. In the
16 event Lessee shall continue in possession of the Premises after the expiration or
17 termination of the Term, such possession shall not be considered a renewal of this
18 Lease. Nothing contained herein shall be construed as consent by Lessor to any holding
19 over by Lessee.

20 17. ASSIGNING, SUBLETTING, AND ENCUMBERING. Lessee shall
21 not voluntarily transfer, assign, sublet, or encumber its interests in this Lease. Any
22 transfer, assignment, subletting, or encumbering, whether voluntary or involuntary, shall
23 constitute a default and shall be voidable at Lessor's election.

24 18. SUCCESSORS IN INTEREST. Unless otherwise provided in this
25 Lease, the terms, covenants and conditions contained herein shall apply to and bind the
26 heirs, successors, executors, administrators, and assigns of all the parties hereto.

27 19. LESSEE'S DEFAULT. Failure to perform any of the provisions of
28 this Lease shall constitute a default by Lessee, if the failure to perform is not cured within

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4864

1 thirty (30) days after notice has been given to Lessee. Notices given under this
2 paragraph shall specify the alleged default and the applicable Lease provisions, and shall
3 demand that Lessee perform the provisions of this Lease within the applicable period of
4 time or quit the Premises.

5 20. LESSOR'S DEFAULT. Lessor shall be in default of this Lease if it
6 fails or refuses to perform any provision of this Lease that it is obligated to perform if the
7 failure to perform is not cured within thirty (30) days after notice of the default has been
8 given by Lessee to Lessor. Notices given under this paragraph shall specify the alleged
9 default and the applicable Lease provisions, and shall demand that Lessor perform the
10 provisions of this Lease within the applicable period of time.

11 21. REMEDIES. If Lessee defaults under this Lease, Lessor, in addition
12 to any other remedy given Lessor by law or in equity, may:

13 A. Terminate this Lease and recover from Lessee any other
14 amount(s) necessary to compensate Lessor for all detriment proximately caused
15 by Lessee's failure to perform the obligations under this Lease, and/or

16 B. Terminate this Lease and, in addition to any recoveries Lessor
17 may seek under subsection A of this Section, bring an action to re-enter and
18 regain possession of the Premises in the manner provided by the laws of unlawful
19 detainer then in effect in California.

20 The remedies granted to Lessor in this Section 21 shall not be
21 exclusive but shall be cumulative and in addition to all other remedies now or
22 hereafter allowed by law or authorized in this Lease. The waiver by Lessor of any
23 breach by Lessee of any of the provisions of this Lease shall not constitute a
24 continuing waiver of any subsequent default or breach by Lessee either of the
25 same or a different provision of this Lease.

26 If Lessor defaults under this Lease, Lessee's sole and exclusive
27 remedy shall be to terminate this Lease pursuant to Section 2, and in no event
28 shall Lessee be entitled to recover monetary damages for such default.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 8th Floor
Long Beach, CA 90802-4664

1 22. TAKING. If, after the effective date, the whole or a portion of the
2 Premises shall be taken by right of eminent domain or otherwise for any public or quasi-
3 public use, then, when possession shall be taken thereunder by the condemner, or
4 Lessee is deprived of its practical use of the Premises, and other improvements,
5 whichever date is earlier, this Lease and all rights of Lessor and Lessee hereunder, shall
6 terminate.

7 23. EMINENT DOMAIN AWARD. If there is a taking by right of eminent
8 domain, the rights and obligations of the parties with reference to the award and the
9 distribution thereof shall be determined in accordance with the provisions of this Section.
10 The entire award shall belong to and be paid to Lessor as its sole property and Lessee
11 hereby assigns to Lessor all of Lessee's right and title to and interest in any such award,
12 provided, however, notwithstanding the foregoing, as long as the award payable to
13 Lessor is not reduced thereby, Lessee shall have the right to make a separate claim in
14 the condemnation proceeding for, and to recover from the condemning authority, such
15 compensation as may be separately awarded or recoverable by Lessee.

16 24. ENTIRE AGREEMENT, AMENDMENTS. Except for the Purchase
17 and Sale Agreement and other escrow documents executed in connection therewith, this
18 Lease contains the entire and only agreement between the parties with respect to the
19 Premises, and no oral statements or representations or prior written matter not contained
20 in this instrument shall have any force and effect. Any modification must be in writing duly
21 executed by both parties.

22 25. CAPTIONS. The captions and the table of contents of this Lease
23 shall have no effect on its interpretation.

24 26. PROVISIONS ARE COVENANTS AND CONDITIONS. All
25 provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be
26 both covenants and conditions.

27 27. CALIFORNIA LAW. This Lease shall be construed and interpreted
28 in accordance with the laws of the State of California.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 28. ATTORNEYS' FEES. In any action or proceeding relating to this
2 Lease, the prevailing party shall be entitled to its costs, including reasonable attorneys'
3 fees.

4 29. WAIVER. No delay or omission in the exercise of any right or
5 remedy of Lessor on any default by Lessee shall impair such a right or remedy or be
6 construed as a waiver. No act or conduct of Lessor, including, without limitation, the
7 acceptance of the keys to the Premises, shall constitute an acceptance of the surrender
8 of the Premises by Lessee before the expiration of the term. Only a notice from Lessor to
9 Lessee shall constitute an acceptance of the surrender of the Premises and accomplish a
10 termination of this Lease. Lessor's consent or approval shall not be deemed to waive or
11 render unnecessary Lessor's consent to or approval of any subsequent act by Lessee.
12 Any waiver by Lessor of any default must be in writing and shall not be a waiver of any
13 other default concerning the same or any other provision of this Lease.

14 30. NONDISCRIMINATION. In the performance of this Lease, Lessor
15 and Lessee agree not to discriminate against any employee or applicant for employment
16 or service on the basis of race, color, religion, ancestry, gender, sexual orientation, AIDS,
17 AIDS related condition, national origin, age, marital status, disability, handicap or veteran
18 status. Lessee shall at all times comply with the Americans with Disabilities Act ("ADA").
19 Lessee shall have sole responsibility for providing access to the Improvements as
20 required by the ADA and for providing access and accommodations within the
21 Improvements as required by the ADA.

22 31. MISCELLANEOUS. Lessee is leasing the Premises subject to any
23 covenants, conditions and restrictions affecting the Premises (including, without
24 limitation, any easement agreements, reciprocal easement agreements, deed restrictions
25 or other instruments now or hereafter granted). Lessee accepts this Lease subject and
26 subordinate to any mortgage, deed of trust or other lien presently existing or hereafter
27 arising upon the Premises, or upon the building and to any renewals, refinancing and
28 extensions thereof, but Lessee agrees that any such mortgagee shall have the right at

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4884

1 any time to subordinate such mortgage, deed of trust or other lien to this Lease on such
2 terms and subject to such conditions as such mortgagee may deem appropriate in its
3 discretion. This Lease shall not be construed as if prepared by one of the parties, but
4 rather according to its fair meaning as a whole, as if both parties had prepared it.
5 Lessee hereby represents and warrants to Lessor that Lessee has not engaged,
6 employed or utilized the services of any business or real estate brokers, salesmen,
7 agents or finders in the initiation, negotiation or consummation of the business and real
8 estate transaction reflected in this Lease. This Lease shall be binding and conclusive
9 upon and shall inure to the benefit of and be enforceable by the respective parties hereto
10 and their heirs, executors, administrators, successors and assigns but nothing in this
11 Section shall be construed as a consent by Lessor to any assignment of this Lease or
12 any interest in this Lease by Lessee. Nothing express or implied in this Lease is intended
13 to confer, nor shall anything herein confer, upon any person other than the parties hereto
14 and the respective successors or assigns of the parties hereto, any rights, remedies,
15 obligations or liabilities whatsoever. Each party shall have no liability whatsoever to the
16 other party on account of any of the following ("Force Majeure"): (a) the inability of such
17 party to fulfill, or any delay in fulfilling, any of its obligations under this Lease by reason of
18 strike, other labor trouble, governmental preemption or priorities or other controls in
19 connection with a national or other public emergency, or shortages of fuel, supplies or
20 labor resulting therefrom, inclement weather, casualty, earthquake, war, riot, civil
21 commotion, terrorism, pandemic or any other cause, whether similar or dissimilar to the
22 above, beyond such party's reasonable control (financial condition excepted); or (b) any
23 failure or defect in the supply, quantity, character, or maintenance of electricity, water,
24 intrabuilding network telephone and data cable service, or other service furnished to the
25 Premises by reason of any requirement, act or omission of the public utility or others
26 furnishing the Premises with such service, or for any other reason, whether similar or
27 dissimilar to the above, beyond such party's reasonable control. If this Lease specifies a
28 time period for performance of an obligation of such party, that time period shall be

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 extended by the period of any delay in such party's performance caused by any of the
2 events of Force Majeure described above. Lessee shall not record this Lease or a short
3 form memorandum hereof without the consent of Lessor (in its sole and absolute
4 discretion), which consent may be conditioned upon Lessee's delivery to Lessor of a fully
5 executed quitclaim releasing Lessee's interest in the Premises. Lessor covenants and
6 agrees with Lessee that, upon performing all of the covenants and provisions on
7 Lessee's part to be observed and performed under this Lease, Lessee shall during the
8 Term, peaceably and quietly have, hold and enjoy the Premises in accordance with this
9 Lease without interference by any persons lawfully claiming by or through Lessor. The
10 foregoing covenant is in lieu of any other covenant express or implied.

11 32. [RESERVED].

12 33. HAZARDOUS SUBSTANCES. No goods, merchandise, supplies,
13 personal property, materials, or items of any kind shall be kept, stored, or sold in or on
14 the Premises which are in any way explosive or hazardous. Tenant shall comply with
15 California Health and Safety Code Section 25359.7 or its successor statute regarding
16 notice to Landlord on discovery by Tenant of the presence or suspected presence of any
17 hazardous material on the Premises. "Hazardous Materials" means any hazardous or
18 toxic substance, material or waste which is or becomes regulated by the City of Long
19 Beach, the County of Los Angeles, the State of California or the United States
20 government. Lessee shall be solely responsible for, and shall hold Lessor harmless and
21 indemnify Lessor against, any and all costs and liabilities resulting from Lessee's (or any
22 of Lessee's employees, agents or invitees) acts or omissions with respect to Hazardous
23 Materials at the Premises. This Section 33 shall survive termination of the Lease.

24 34. [RESERVED].

25 35. COUNTERPARTS. This Lease may be executed in any number of
26 counterparts, each of which when so executed and delivered shall be an original, but
27 such counterparts shall be construed together and shall constitute one instrument. This
28 Lease shall be binding when all counterparts hereof, individually or taken together, shall

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 bear the signatures of the parties reflected hereon as signatories. Signatures transmitted
2 and received via facsimile, .PDF, or electronic email will be treated for all purposes under
3 this Lease as original signatures and will be deemed valid, binding and enforceable by
4 and against the all parties. Transmitted copies (reproduced documents that are
5 transmitted via photocopy, facsimile, electronically or any other process that accurately
6 transmits the original) will be considered documents equivalent to the original documents.

7 IN WITNESS WHEREOF, the parties have executed this Lease as of the
8 date first written above.

CITY OF LONG BEACH, a
municipal corporation

9
10
11 Dated December 18, 2020

By Linda J. Saturn
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"Lessor"

JEFFREY WAYNE STICKLER, INC., a
California corporation

12
13
14
15
16 Dated December 2, 2020

By [Signature]
Name:
Title: President
"Lessee"

17
18
19 The foregoing Lease is hereby approved as to form this 17 day of
20 December 2020.

21
22 CHARLES PARKIN, City Attorney

23
24 By [Signature]
Deputy

EXHIBIT A

(Legal Description of the Leased Premises)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: PORTION OF APN: 7139-015-017

THAT PORTION OF LOT 36 OF TRACT NO. 4493, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 36, DISTANT 103.43 FEET NORTHERLY FROM THE SOUTHEASTERLY CORNER OF THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 103.43 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT;

THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 42.76 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 103 FEET; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

PARCEL 2: PORTION OF APN: 7139-015-017

THAT PART OF LOT 36 OF TRACT NO. 4493, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49 PAGE 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 36; DISTANT 103.43 FEET NORTH OF THE SOUTHEASTERLY CORNER OF SAID LOT 36; NORTH ALONG THE EAST LINE OF SAID LOT 36 TO THE NORTHEASTERLY CORNER OF SAID LOT 36, THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 36 TO THE NORTHWEST CORNER OF SAID LOT 36; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 36, 27 FEET; THENCE EASTERLY TO THE POINT OF BEGINNING.

PARCEL 3: APN: 7139-015-010

LOT 37 OF TRACT NO. 4493, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE WEST FIVE FEET THEREOF.

APN: 7139-015-017 & 7139-015-010