

LEASE AND OPTION TO PURCHASE

35521

THIS LEASE is entered into as of January 1, 2020 ("Effective Date"), pursuant to a minute order of the City Council of the City of Long Beach, at its meeting on January 21, 2020, by and between the CITY OF LONG BEACH, a California municipal corporation ("Landlord"), and CENTRO C.H.A. INC., a California nonprofit corporation ("Tenant").

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 1850-1862 Atlantic Avenue, Long Beach, CA, and more particularly described and depicted in Exhibit "A" attached hereto (the "Premises"). There is a building located on the Premises consisting of approximately 4,800 square feet (the "Building", and together with all other improvements on the Premises, the "Improvements").

2. Term. The term of this Lease (the "Term") shall commence on January 1, 2020 (the "Commencement Date") and shall terminate on the tenth (10th) anniversary of the date on which a Certificate of Occupancy is issued for the Premises (the "Initial Term"). The expiration date of the Initial Term, once determined, shall be memorialized in writing by Landlord and Tenant (the "Initial Term Expiration Date"). Tenant shall have three options to extend the Term of this Lease ("Options") for a period of five (5) years each (each, an "Option Term"). Tenant shall provide Landlord with written notice of its intent to exercise an Option at least ninety (90) days in advance of the expiration of the then-current Term. Tenant shall have the right to terminate this Lease if (a) it reasonably determines that capital improvements to the Building necessary for its proposed use are cost-prohibitive, and (b) notice of such election to terminate is delivered to Landlord on or before April 30, 2020 ("Early Termination Period Expiration Date"). Landlord shall have the right to terminate this Lease (including without limitation the

Purchase Option provided in Section 3) if Tenant has not (a) begun construction activities at the Premises on or before August 1, 2020, or (b) received a Certificate of Occupancy for the Premises on or before February 1, 2021.

3. Option to Purchase. Tenant shall have the option to purchase the Premises and all Improvements from Landlord for Eight Hundred Thousand Dollars (\$800,000) (the "Purchase Option"). Tenant shall deliver Landlord written notice of its election to exercise the Purchase Option on or before the expiration of the Initial Term. After exercise by Tenant of the Purchase Option, Landlord and Tenant shall promptly open an escrow with a mutually-acceptable escrow agent, Tenant shall deposit the purchase funds, Landlord shall deliver a quitclaim deed conveying all of Landlord's right, title and interest in the Premises, and escrow shall close in accordance with escrow instructions to be executed by Landlord, Tenant and the escrow agent. Tenant shall have no right to exercise the Purchase Option if (a) at the time of exercise Tenant has received written notice from Landlord that Tenant is in default of a material provision of this Lease and Tenant has not cured such non-compliance, or (b) this Lease has expired by its own terms or otherwise been terminated.

4. Use.

A. Tenant shall use the Premises to provide programs and services which increase opportunities through youth workforce development, civic leadership, health education, violence prevention, mentoring, inclusive entrepreneurship, community service, leadership activities and other supportive services.

B. Tenant shall at all times operate the Premises in accordance with applicable local, state and Federal laws. Landlord enters into this Lease in its capacity as fee owner of the Premises only. This Lease shall not waive any legal right Landlord may have to regulate the Premises and the operation thereof in its capacity as a local municipality, nor shall this Lease release Tenant from having to comply with all local ordinances, rules and regulations applicable to property users within the jurisdiction of the City of Long Beach, including without limitation restrictions imposed

1 by applicable zoning ordinances.

2 5. [Reserved].

3 6. Rent.

4 A. Tenant shall pay to Landlord, in immediately available funds in
5 arrears, quarterly rent in an amount equal to Thirteen Thousand Nine Hundred Eighty-
6 Three Dollars (\$13,983) per quarter ("Base Rent") (\$55,932 per year). Tenant shall
7 have no obligation to pay Base Rent until the first anniversary of the issuance of a
8 Certificate of Occupancy for the Premises.

9 B. Base Rent shall be reduced by the Community Services Rent
10 Credit. The "Community Services Rent Credit" for a given quarter shall be equal to
11 (a) the difference between (i) the average rate for the provision of similar community
12 services in the surrounding community for the given quarter as reasonably determined
13 by Landlord, and (ii) the average actual rate charged by Tenant (or its approved
14 contractors or subtenants) in the provision of community services in the given quarter,
15 (b) multiplied by the number of instances and/or hours (as applicable) such
16 community services were provided for the given quarter. The Community Services
17 Rent Credit shall in no event be greater than the then-applicable Base Rent, and
18 Landlord and Tenant shall, acting reasonably, mutually agree in advance upon which
19 community services shall qualify for the Community Services Rent Credit. For
20 example purposes only, if Tenant (or its contractors or subtenants) provides 150
21 hours of legal assistance services in a given quarter at an average hourly rate of \$10,
22 and Landlord reasonably determines that the average hourly rate for that quarter of
23 legal assistance services in the vicinity of the Premises is \$17, then the Community
24 Services Rent Credit for that quarter shall equal \$1,050 $((\$17 - \$10) * 150)$ and the
25 Base Rent for that quarter shall be reduced accordingly. In no event shall Community
26 Services Rent Credits apply to a quarter other than the quarter in which they accrued.
27 No later than thirty (30) days after the end of a quarter in which Base Rent is payable,
28 Tenant shall provide Landlord with a quarterly report of the community services

1 provided by Tenant during such quarter, in form and substance similar to the report
2 included as Exhibit "B", to assist Landlord in determining the Community Services
3 Rent Credit for such quarter.

4 C. If Tenant exercises its first Option, then beginning on the first day
5 of such Option Term and continuing thereafter for the remainder of the first Option
6 Term, the Base Rent shall be adjusted to reflect the increase in the Consumer Price
7 Index for All Urban Consumers, All Items, Not Seasonally Adjusted, for the Los
8 Angeles-Long Beach-Anaheim, CA Area, published by the United States Department
9 of Labor, Bureau of Labor Statistics ("index"). If the index for the first month of the
10 final quarter of the Initial Term (hereinafter referred to as the "current index") is more
11 than the index for the month in which a Certificate of Occupancy was issued for the
12 Premises (hereinafter referred to as the "beginning index"), then the Base Rent shall
13 be increased by the same percentage that the current index increased over the
14 beginning index.

15 D. If Tenant exercises its second Option, then beginning on the first
16 day of the second Option Term and continuing thereafter for the remainder of the
17 second Option Term, the Base Rent shall be adjusted to reflect the increase in the
18 Consumer Price Index for All Urban Consumers, All Items, Not Seasonally Adjusted,
19 for the Los Angeles-Long Beach-Anaheim, CA Area, published by the United States
20 Department of Labor, Bureau of Labor Statistics ("index"). If the index for the first
21 month of the final quarter of the first Option Term (hereinafter referred to as the
22 "current index") is more than the index for the first month of the final quarter of the
23 Initial Term (hereinafter referred to as the "beginning index"), then the Base Rent shall
24 be increased by the same percentage that the current index increased over the
25 beginning index.

26 E. If Tenant exercises its third Option, then beginning on the first
27 day of the third Option Term and continuing thereafter for the remainder of the third
28 Option Term, the Base Rent shall be adjusted to reflect the increase in the Consumer

1 Price Index for All Urban Consumers, All Items, Not Seasonally Adjusted, for the Los
2 Angeles-Long Beach-Anaheim, CA Area, published by the United States Department
3 of Labor, Bureau of Labor Statistics ("index"). If the index for the first month of the
4 final quarter of the second Option Term (hereinafter referred to as the "current index")
5 is more than the index for the first month of the final quarter of the first Option Term
6 (hereinafter referred to as the "beginning index"), then the Base Rent shall be
7 increased by the same percentage that the current index increased over the
8 beginning index.

9 7. Condition of Premises. Landlord delivers the Premises and the
10 Improvements to Tenant in "AS IS" condition and does not make any warranty or
11 representation whatsoever as to the condition of the Premises, or any improvements,
12 structures, substructures, or infrastructures located thereon, or as to the suitability of the
13 Premises for Tenant's proposed uses.

14 8. Development of Premises. Tenant shall be solely responsible for the
15 development of the Premises, and all costs associated therewith, including without
16 limitation any necessary space planning, permitting, entitlement and development impact
17 fees. Tenant shall be solely responsible for bringing the Premises and any
18 Improvements (whether existing or hereafter constructed by Tenant) into compliance with
19 all applicable federal, state and local building codes, regulations and standards. Tenant
20 shall construct any future improvements on the Premises in accordance with plans and
21 specifications approved by Landlord (which approval shall not be unreasonably withheld).

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

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

11. Insurance.

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

i. Commercial general liability insurance (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88), in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) general aggregate. Such insurance shall include (as may be applicable to Tenant's operations) products and completed operations, and fire legal liability, and shall not limit or exclude coverage for contractual liability, independent contractors liability, or cross liability protection. Such insurance shall not exclude coverage for abuse and molestation. This insurance shall be endorsed to include Landlord, its officials, employees and agents as additional insureds (by an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85) and to waive the insurers' rights of subrogation against Landlord, its officials, employees and agents.

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

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

1 ("Any Auto").

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

6 v. "All Risk" property insurance, including debris removal
7 and builders risk coverage during the course of any construction on the
8 Premises but excluding earthquake and flood, in an amount sufficient to
9 cover the full replacement value of buildings and structural improvements
10 constructed or erected on or about the Premises by Tenant. Landlord shall
11 be named as an additional insured under a standard loss payable
12 endorsement.

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

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

24 viii. If applicable, professional liability or error and
25 omissions insurance in an amount not less than One Million Dollars
26 (\$1,000,000) covering the work of any person or organization providing
27 professional services in connection with the professional services rendered
28 at the Premises.

1
2 B. If Tenant fails to procure or maintain any insurance required
3 herein, then Landlord may, at Landlord's sole discretion, procure and maintain such
4 insurance on behalf of Tenant at Tenant's sole expense, and Tenant shall pay the
5 cost of such insurance to Landlord as additional rent.

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

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

16 E. On execution of this Lease or as otherwise stated herein, Tenant
17 shall deliver to Landlord certificates of insurance and endorsements required herein,
18 for approval as to sufficiency and form. The certificates and endorsements for each
19 insurance policy shall contain the original or electronic signatures of persons
20 authorized by that insurer to bind coverage on its behalf. Tenant shall provide
21 Landlord with certificates of insurance and endorsements for renewal policies within
22 thirty (30) days after the existing policy expires. Landlord reserves the right to require
23 complete certified copies of all policies at any time.

24 F. All insurance required herein shall be separately endorsed to
25 require at least thirty (30) days prior written notice of cancellation (or ten (10) days
26 prior written notice if cancellation is due to nonpayment of premiums), nonrenewal, or
27 reduction in coverage or limits (other than reduction of limits due to claims paid) and
28 to provide that coverage shall be primary and not contributing to any other insurance

1 or self-insurance maintained by Landlord, its officials, employees, and agents.

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

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

10 I. Not more frequently than every three (3) years or upon any new
11 construction on the Premises or upon any assignment or transfer approved by
12 Landlord in accordance with the provisions of this Lease, if in the opinion of
13 Landlord's Risk Manager or designee, the amount, scope, or types of coverages
14 specified herein are not adequate, Tenant shall amend its insurance as required by
15 Landlord's Risk Manager or designee unless Tenant establishes that any such
16 amendments are not reasonably based on the insurance, or actuarially-certified self-
17 insurance, maintained by similar entities in the same geographic region. Such
18 amendments may include but are not limited to coverage for earthquake and flood, if
19 available from responsible insurance companies at reasonable cost. The phrase,
20 "responsible insurance companies at reasonable cost" shall be determined by
21 Landlord's Risk Manager or designee, in his/her sole discretion.

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

28 K. Any modification or waiver of any insurance requirement shall be

made only with the written approval of Landlord's Risk Manager or designee.

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

13. Assignment and Sublease. Tenant shall not assign, sublease or transfer this Lease or any interest herein or any right hereunder, nor delegate any duties hereunder provided, without the express written consent of Landlord, which may be withheld in its sole and absolute discretion. Any attempted assignment, transfer, delegation and any grant or sublease in violation of this Section shall be void and any assignee, transferee, delegate, grantee, or sublessee shall acquire no right or interest by reason of such attempted assignment, transfer, delegation, grant, or sublease.

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

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

B. Any attempted assignment, transfer, or sublease of this Lease;

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

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

E. To the extent permitted by the United States Bankruptcy Code,

1 insolvency of Tenant, which shall be deemed to include an assignment by Tenant for
2 the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an
3 adjudication that Tenant is bankrupt; the appointment of a receiver of the properties of
4 Tenant if the receiver is not discharged within thirty (30) days; the filing of an
5 involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the
6 petition within sixty (60) days after filing; attachment of or the levying of execution on
7 the leasehold interest and failure of Tenant to secure discharge of the attachment or
8 release of the levy of execution within thirty (30) days. In the event of any of the
9 foregoing, no notice that an event of default has occurred shall be required from
10 Landlord;

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

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

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

24 A. Landlord may terminate this Lease by giving to Tenant written
25 notice of termination. If Tenant fails to promptly surrender possession of the
26 Premises as described elsewhere herein, then Landlord may commence eviction
27 proceedings in accordance with applicable law. Termination hereunder shall not
28 relieve Tenant from the payment of any sum due to Landlord for damages or

1 indemnity. Landlord shall be entitled to recover from Tenant all damages determined
2 by the court in the eviction proceeding, except that each party shall bear its own court
3 costs and attorney's fees as set forth in Section 31.A.

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

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

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

13 E. Whether or not Landlord retakes possession or re-lets the
14 Premises, Landlord shall have the right to recover all damages caused by Tenant's
15 default. Damages shall include but not be limited to all costs incurred by Landlord as
16 a result of Tenant's default, and all costs incurred by Landlord in restoring the
17 Premises to the same or better condition as of the Commencement Date, excluding
18 attorney's fees and legal costs as set forth in Section 31.A.

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

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

27 16. Notices. All notices required hereunder shall be in writing and
28 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,

as follows:

To Tenant: Centro C.H.A. Inc.

Attention: _____

To Landlord: City of Long Beach
411 W. Ocean Blvd., 10th 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. 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;

iv. by reason of injury to or death of employees of Tenant or others as a result of Tenant's failure or refusal to comply with the provisions of Section 6300 et seq. of the California Labor Code or any federal, state or local regulations or laws pertaining to the safety of the Premises or of equipment located upon the Premises; or

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

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

18. [Reserved].

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

1 dispossession of the Premises for any reason or in the event Landlord re-enters and
2 takes possession of the Premises in a lawful manner.

3 20. Nondiscrimination. Landlord, Tenant, and any representatives acting
4 on their respective behalf pursuant to this Lease, shall not discriminate against any
5 individual or group on the basis of race, ethnicity, national origin, religion, age, sex or
6 disability. Tenant shall at all times comply with the requirements of all state and federal
7 civil rights laws and regulations including but not limited to the Americans with Disabilities
8 Act (42 U.S.C. Section 360, et. seq.), The Rehabilitation Act of 1973 (29 U.S.C. Section
9 794), California's Unruh Civil Rights Act (California Civil Code Section 54, et. seq.),
10 California's Disabled Access Regulations (California Administrative Code, Title 24
11 Section 2-100 et. seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section
12 2000(d), et. seq.) and all requirements imposed by 49 CFR Part 21.

13 21. Utilities. Beginning on the Early Termination Period Expiration Date
14 and continuing thereafter, Tenant shall provide for and pay for all water, sewer, gas,
15 electricity, telephone, refuse, recycling, and other utilities to the Premises, together with
16 the taxes thereon, if any.

17 22. Waiver by Tenant. Landlord shall not be liable for and Tenant
18 hereby waives, to the extent permitted by law, all claims against Landlord, its officials,
19 employees and agents for loss, theft, and damage to equipment, furnishings, furniture,
20 trade and other fixtures, records, and all personal property of Tenant, its employees,
21 invitees, subtenants, and all other persons in or about the Premises, or for loss or
22 damage to Tenant's business, or for loss of income from Tenant's business or use of the
23 Premises, or for injury to or death of persons on or about the Premises from any cause
24 except to the extent caused by Landlord's (including Landlord's officials, employees and
25 agents) negligence or willful misconduct. Tenant acknowledges that it is familiar with
26 California Civil Code Section 1542 which states: "A general release does not extend to
27 claims which the creditor does not know or suspect to exist in his favor at the time of
28 executing the release, which if known by him must have materially affected his settlement

1 with the debtor." Tenant hereby releases Landlord from any unknown claims and waives
2 its rights under said Section 1542.

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

10 24. Condemnation.

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

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

26 25. No Waiver of Landlord's Rights. The failure or delay of the Landlord
27 to re-enter the Premises, to insist on strict enforcement of any term, covenant or
28 condition herein, to exercise any right, power, privilege, or option arising from any default

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

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

19 27. Maintenance.

20 A. Landlord shall provide routine maintenance and security to the
21 Premises until the Early Termination Period Expiration Date. Following the Early
22 Termination Period Expiration Date, Landlord shall have no responsibility for the
23 repair or maintenance of the Premises or any part thereof.

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

27 C. If Tenant fails to maintain the Premises, Landlord may notify
28 Tenant in writing of such failure. If Tenant fails to correct the situation within thirty

(30) days thereafter or such longer period as may be established by Landlord, then Landlord may make the necessary correction and the cost thereof, including but not limited to the cost of labor, materials, equipment and administration, shall be paid by Tenant as additional rent within thirty (30) days after receipt of a statement of said additional rent from Landlord.

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

29. Encumbrances. Tenant shall have the right to encumber (i) its leasehold interest under this Lease, (ii) improvements on the Premises and (iii) the Purchase Option by any mortgage, deed of trust or other encumbrance of any kind; provided that such encumbrance documents are subject to the reasonably approval of Landlord.

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

31. Miscellaneous.

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

B. This Lease shall be binding on and inure to the benefit of the

1 parties and their successors, heirs, personal representatives, and subtenants, and all
2 of the parties shall be jointly and severally liable hereunder.

3 C. This Lease and attached exhibits constitute the entire
4 understanding between the parties and supersedes all prior negotiations, agreements
5 and understandings, oral or written, with respect to the subject matter hereof.

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A
PREMISES

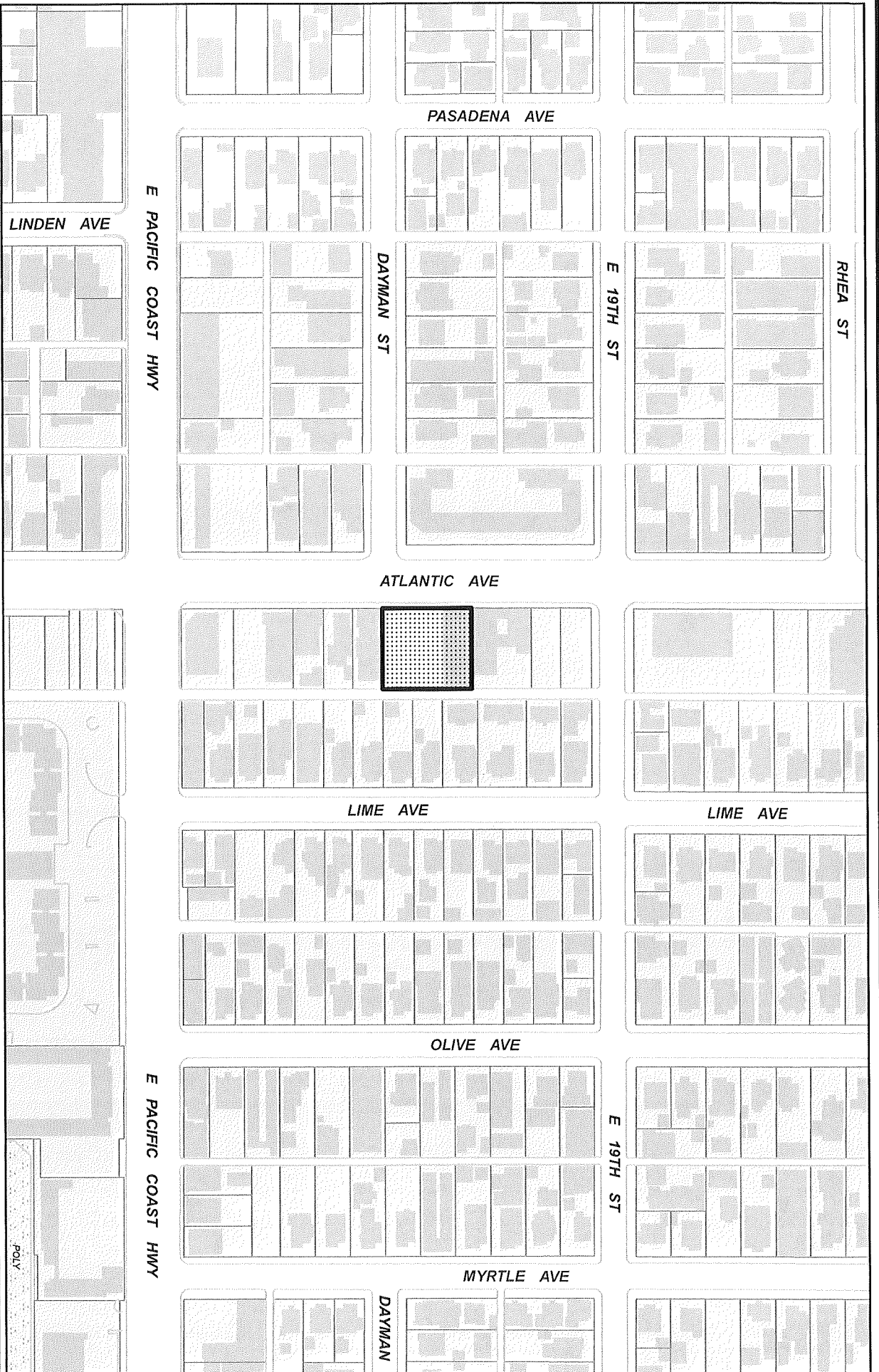
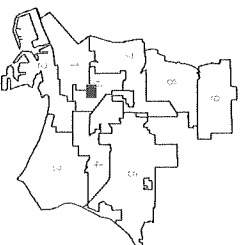


Premises:

1850-1862 Atlantic Avenue

APN: 7210-016-904

Exhibit A



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

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EXHIBIT B

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

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 CENTRO C.H.A. INC., a California nonprofit
corporation

5 Dated: 3-2, 2020

6 By: J. Quintana
Name: Jessica Quintana
Title: Executive Director

7
8 Dated: _____, 2020

9 By: _____
Name: _____
Title: _____

10 "Tenant"

11 CITY OF LONG BEACH

12
13 Dated: 4/24, 2020

14 By: Rebecca L. Garner
Name: _____
Title: _____

15 EXECUTED PURSUANT
16 TO SECTION 301 OF
17 THE CITY CHARTER
18 "Landlord"

19 This Lease is approved as to form on March 2, 2020.

20 CHARLES PARKIN, City Attorney

21 By: [Signature]
22 Deputy

(Page 1 of 3)
EXHIBIT B: COMMUNITY SERVICES

SAMPLE COMMUNITY SERVICES REPORT

Date Submitted: March 1, 2022

Time Period: Q1 / 2022 (January, February, March)

January

	Attendees	Units	Avg. Value	Rate	Net Offset
Legal Case Intake	N/A	10	\$ 525.00	\$ 10.00	\$ 5,150.00
Simple Legal Case	N/A	50	225.00	25.00	10,000.00
Complex Legal Case	N/A	50	225.00	25.00	10,000.00

February

		Units	Avg.	Rate	Net Offset
Legal Case Intake	N/A	5	525.00	10.00	2,575.00
Simple Legal Case	N/A	25	225.00	25.00	5,000.00
Complex Legal Case	N/A	75	225.00	25.00	15,000.00
Community Education Event	20	2	25.00	-	1,000.00

March

		Units	Avg.	Rate	Net Offset
Legal Case Intake	N/A	0	525.00	10.00	-
Simple Legal Case	N/A	25	225.00	25.00	5,000.00
Complex Legal Case	N/A	75	225.00	25.00	15,000.00
USCIS Education Workshop	10	2	50.00	-	1,000.00

Offsets Sub-Total: \$ 69,725.00

Base Rent: \$ 13,983.00

Net Base Rent Owed: \$ -

(Page 2 of 3)
EXHIBIT B: COMMUNITY SERVICES

USCIS APPLICATION ASSISTANCE-NATURALIZATION SERVICES		
Services	Avg. Value	Unit
Legal Case Intake		
Screening / Case review / Application Preparation/ etc.	\$ 525.00	Per Case
Simple Legal Case (Less than 16 Hours)		
FOIA Requests / Document Review / etc.	\$ 225.00	Per Hour
Complex Legal Case (Greater than 16 Hours)		
Representation before USCIS / Appeals / etc.	\$ 250.00	Per Hour

DACA APPLICATION ASSISTANCE		
Services	Avg. Value	Unit
Initial Application Assistance		
Screening / Consultation / Case Review / Application Prep / FOIA Requests / Etc.	\$ 525.00	Per Hour
Renewal Application Assistance		
Screening / Consultation / Case Review / Document Review / Etc.	\$ 225.00	Per Hour

(Page 3 of 3)
EXHIBIT B: COMMUNITY SERVICES

YOUTH AND WORKFORCE DEVELOPMENT		
	Avg. Value	Unit
Intake	\$ 50.00	Per Case
Outreach / Screening / Orientation / Assessment		
Case Management	\$ 25.00	Per Hour
Development / Training / Career Exploration / Placement / Etc.		
Wrap Around Services	\$ 40.00	Per Hour
Academic Assistance / Alternative Education / Mentoring / Guidance & Counseling / Housing Assistance / Health & Human Services / etc.		

CLASSES, WORKSHOPS AND EDUCATION		
Services	Avg. Value	Unit
DACA / USCIS Legal Assistance Clinics	\$ 50.00	Per Attendee
Community Education Events	\$ 25.00	Per Attendee
USCIS Education Workshops	\$ 50.00	Per Attendee
GED Test Prep Classes	\$ 50.00	Per Attendee
Computer Training Classes	\$ 50.00	Per Attendee