

LEASE AGREEMENT

MADE AS OF           , 2025  
FEBRUARY

BY AND BETWEEN

THE CITY OF LONG BEACH

LANDLORD

AND

M.L.K. CENTER, INC.

TENANT

615 RIVERSIDE BOULEVARD  
CITY OF LONG BEACH, COUNTY OF NASSAU  
STATE OF NEW YORK

## LEASE

This is a Lease Agreement (the "Lease") made as of the 1st day of January, 2025 (the "Effective Date") between THE CITY OF LONG BEACH, a New York municipal corporation with offices located at 1 West Chester Street, Long Beach, NY 11561 (the "Landlord"), and M.L.K. CENTER, INC., a New York not-for-profit education corporation having its principal office at 615 Riverside Boulevard, Long Beach, NY 11561 (the "Tenant"). Landlord and Tenant may be referred to collectively as the "Parties.

1. PREMISES. Tenant hereby grants Landlord one shared office space located on the first floor of building (the "Building") situated at 615 Riverside Boulevard, Long Beach, NY 11561 in the City of Long Beach, County of Nassau, State of New York (the "Land") identified as SBL No. 59-92-205 (the "Premises").. Landlord and Tenant shall have the right to use the parking spaces.
2. TERM and BILATERAL RIGHT OF FIRST REFUSAL.
  - A. TERM. Tenant shall have and to hold the same, together with all rights, privileges, easements, and appurtenances thereto attached and belonging for a term commencing retroactively as of February 6, 2025 (the "Commencement Date"), and continuing for 30 consecutive months expiring July 30, 2028 (the "Term"). So long as Tenant is not in default under this Lease, Landlord will automatically extend the Term of this Lease for two (2) additional five (5)-year period[s] (each an "Extension Period"). If Landlord shall choose, with good cause, to deny the automatic extension renewal, a written notice shall be provided to Tenant no less than 120 days from decision. Such notice should include detailed examples of Tenant's failure to adhere to Lease terms. Landlord also agrees to notify Tenant in writing of any violation(s) of this Lease within 30 days of said violation(s) in order provide Tenant the opportunity to return to compliance.
  - B. RIGHT OF FIRST REFUSAL. At the end of each Term, Tenant shall have the right to purchase the Premises for the price of One Dollar (\$1.00) in Fee Simple Subject to Two Conditions Subsequent, as follows: Tenant may purchase the Premises for One Dollar (\$1.00) so long as the Premises (i) is used as a

Community Center and (ii) Tenant does not mortgage, encumber, take out any loans against or use the Premises as collateral ("Conditions Subsequent"). If the Tenant violates either or both of the Conditions Subsequent, then Landlord has the absolute right of re-entry and complete ownership of the Premises shall revert back to Landlord automatically. Further, if Tenant purchases the Premises, and does not violate the Conditions Subsequent, and Tenant ever wishes to sell the Premises, Landlord shall have the right of first refusal to purchase the Premises from Tenant, for the same price that Tenant purchased the building from landlord for (\$1.00).

3. RENT. During the Term, Tenant shall pay Landlord rent in the amount of TWO THOUSAND DOLLARS per year, paid annually in advance of the first day of the year. Payment for the first year of this Lease shall be made in full within ninety (90) days of this agreement being fully executed. Tenant shall only pay \$1,000 in advance of the last 6 months of the original Term. If the first optional renewal period is exercised, payment of \$1,000 for July-December of 2028, shall be addressed in the renewal agreement.
4. USE. Tenant covenants to use and occupy the Premises as a Community Center, for the purpose of providing neighborhood community and recreation center services for the benefit, use and welfare of residents, non-residents and organizations (the "Community Services"). Tenant agrees and acknowledges that it shall collaborate with Landlord to provide enhanced and diverse services to the community based upon mutually agreeable criterion.
5. HOLDOVER. If Tenant continues in possession of the Premises or the Programming Space after the expiration of the Term and Landlord has not commenced summary proceedings to evict Tenant from possession, then the term of this Lease shall be extended on a month-to-month basis, terminable by either Landlord or Tenant on the last day of a calendar month, upon at least 30 days' prior written notice.
6. UTILITIES. Landlord shall pay for the full cost of all utilities at the Premises.
7. CASUALTY RISK AND INSURANCE.
  - A. Any damage to the Building or to the Building equipment and/or improvements in and upon the Premises resulting from fire, explosion, or other casualty, including flood and earthquake, shall be the sole risk of Tenant. Throughout the term, Landlord shall keep the Building and all alterations, rebuilding, replacements, changes, additions and improvements, insured in the name of and for the benefit of Landlord and Tenant, as their respective interests may appear, against loss or damage by fire, and all hazards covered by the standard form of extended coverage endorsement. Such insurance shall be for the full replacement value thereof (excluding foundation and excavating costs).
  - B. Any loss or damage by theft, fire, explosion, or other casualty to the personal property and contents of the Premises and Programming Space belonging to

Tenant shall be at the sole risk of Tenant, and Tenant shall at its own cost and expense insure against such risks in such amounts as shall be reasonable.

- C. Tenant shall at its sole cost and expense, during the Term, keep in full force and effect a policy of general public liability insurance against all claims for bodily injury, death or property damage, occurring upon or in the Building, and on or about the sidewalks, alleyways, passageways and parking lots associated with the Building, in the amount of at least \$3,000,000 on a combined limit basis for personal injury and property damage naming the Landlord as an additional insured as follows: "The City of Long Beach, its employees, agents, and Elected Officials."
- D. If requested by either party, a certificate evidencing the above insurance and that the policy may not be canceled unless thirty (30) days' written notice of proposed cancellation is given to Landlord or Tenant, as the case may be, shall be provided by the insurance company. The above policies may be furnished by Landlord or Tenant under any blanket policy carried by Landlord or Tenant or by separate policy.
- E. All insurance required by this Paragraph shall be obtained by valid and enforceable policies, issued by insurers of recognized responsibility.

8. INDEMNIFICATION.

- A. Tenant shall defend, indemnify and hold harmless Landlord and Landlord's agents and employees from and against any and all third party claims arising from Tenant's use of the Building and/or Land, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Building and/or Land, or arising from any negligence of Tenant, or any of Tenant's agents, contractors or employees, and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, excepting, however, any and all claims arising out of (i) the intentional acts or negligent acts or omissions of Landlord, or its agents, officers, contractors or employees, or (ii) the breach of this Lease by Landlord or its agents, contractors or employees, or  
(iii) acts of God, casualty, condemnation or damage that is covered by any insurance required to be maintained by Tenant hereunder, and provided no claim shall be made against Tenant unless and until the insurer shall fail or refuse, within a reasonable time following the occurrence of the matters giving rise to such claim, to defend and pay any part thereof, and, in any event, Tenant's liability shall be limited to amounts in excess of the proceeds of such insurance. In the case of any joint or concurrent negligence of Tenant and Landlord, Tenant's liability shall not be greater than the proportion of its negligence to the total negligence.

- B. The indemnities in this Paragraph 8 shall survive the expiration or termination of the Term only as to claims arising out of events that occur prior to the expiration or termination of the Term of this Lease.
9. **MUTUAL WAIVER OF SUBROGATION.** Notwithstanding any inconsistent provisions of this Lease, neither of the parties hereto, their respective agents, employees, or guests shall be liable, and each is hereby released from all liability to the other party, its insurance carrier, or to anyone claiming under or through it by way of subrogation or otherwise, for any loss or damage whatsoever to the Building, including the loss of rental value thereof, or to the building equipment or contents thereof, resulting from fire, explosion, or any other insured casualty, regardless of cause or origin, specifically including the negligence of the respective parties hereto, their agents, employees, or guests if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provisions in its policy.
10. **HAZARDOUS SUBSTANCES.** Tenant shall not commit or suffer hazardous waste upon the Building or the Land nor use or allow the Building or the Land to be used for the storing or handling of explosive, radioactive, dangerous, or offensive materials, or hazardous waste during the term hereof.
11. **FIRE OR CASUALTY DAMAGE.** If the Building should be partially damaged or destroyed by any insured peril, Landlord shall proceed with best efforts to rebuild and repair the Building to substantially the condition in which it existed prior to such damage or destruction, except that Landlord shall not be required to rebuild, repair, or replace any personal property or any part of the partitions, fixtures, additions, or other improvements which may have been placed in, on, or about the Building by Tenant. If such damage and the repair thereof substantially impairs Tenant's conduct of business within the Premises or the Programming Space, Rent shall be apportioned from the date of the casualty through the entire period that such repair and restoration of the Building or the Premises is ongoing.

If the Building is substantially damaged or destroyed by fire or other casualty and cannot despite diligent, good faith efforts be repaired or restored within one hundred eighty (180) days following the date on which such damage occurs (the "180 Day Period"), Landlord or Tenant may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall determine how long the repair and restoration will take place; if a determination is made that the Building cannot be restored within the 180 Day Period, the Parties shall have a period of thirty (30) days following the date of that determination to terminate the Lease by giving written notice to other Party.

12. TENANT'S USE OF THE BUILDING.

A. Scheduling. In connection with this Lease, in addition to the Premises, Tenant reserves the right to use the Programming Space and agrees to provide to Landlord a copy of programming/event calendar upon request.

B. Change Notice. Should Tenant need to make adjustments to its previously submitted and approved schedule, Tenant must provide written notice to Landlord of the change (the "Change Notice") no less than forty-eight (48) hours prior to the date and time it desires to use the space. Upon receipt of the Change Notice, Landlord shall notify Tenant of any change of facilities use fee, and grant or deny such request with twenty-four (24) hours. In the event Landlord does not respond within twenty-four (24) hours of its receipt of the Change Notice, Landlord will have deemed to have consented to Tenant's request.

C. Landlord's Use. If Landlord requires the use of certain portions of the Building for the purpose of programming beneficial to the residents of the City of Long Beach, and Tenant is scheduled to use the space that Landlord requires, Landlord shall reach out to Tenant to determine an alternate time when said space will be available. Landlord shall use its best efforts to avoid such conflicts with Tenant's scheduled programming.

D. Background Checks and VERTUS Training.

- i. Tenant agrees to provide information, authorizations and/or releases to allow the Landlord to conduct background checks on all board members, employees, and volunteers.
- ii. Tenant further agrees that all board members, employees, volunteers, and/or anyone else who will directly interact with children and/or members of the community (e.g. contractors and/or subcontractors) shall undergo VERTUS training.
- iii. Tenant agrees and acknowledges that the requirements set forth in ¶¶ 7(A) and 7(B), *supra*, are for the purpose of ensuring the safety of the children and residents attending programs at the MLK Center.

E. City Appointee on Board of Directors. Tenant acknowledges and agrees that the Landlord may appoint one (1) member of their choosing to be voted onto Tenant's Board of Directors, six (6) months from the signing of lease. Landlord agrees that in the event its appointee to the Board is deemed inadequate, for cause, supported by documented evidence, the City shall appoint a new board member of its choosing within a reasonable time period.

13. REPAIRS AND MAINTENANCE.

A. Tenant Repairs and Maintenance. Throughout the term hereof, Tenant shall maintain the Premises in good condition. Landlord shall be responsible for any repairs and damages that may occur during the term, so long as none of the damages are intentional, or are the result of Tenant's misuse or negligence. The cost of repairs for any damage caused with intent, or through misuse or negligence, shall be the Tenant's responsibility.

B. Tenant's Alterations. Tenant shall not make any alterations of the Premises or the Building without Landlord's prior written consent.

C. Landlord Repairs and Maintenance. Landlord shall maintain the Building in good repair and condition (other than for the obligations assumed by Tenant under this Lease with respect to the Premises), including but not limited to maintaining, repairing and replacing the Programming Space within the Building, roof, gutters, downspouts, foundation, floor slab, doors to the Building, air conditioning, heating, plumbing, electrical and sewage systems (including, without limitation, all underground utility lines, pipes and plumbing) and the structural components and soundness of the exterior and interior walls of the Building, maintaining, repairing and replacing the exterior lighting. Tenant shall keep the sidewalks reasonably free from snow and ice, and keep the Building free from any infestation of insects, rodents, bugs or other animals. Repairs or replacements by Landlord shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice or having actual knowledge of the need for a repair or replacement. Landlord shall make all repairs and replacements without, to the extent reasonably practicable, interfering with the conduct of Tenant's business at the Building. No diminution of rent shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements as long as such repairs are made in a timely manner as stated herein. Notwithstanding the foregoing, in the event of any damage to the systems described in this section or the Programming Space generally, which is caused by the negligent or willful acts of Tenant or its agents, representatives or invitees, it shall be Tenant's sole responsibility to repair such damaged system(s) or space to the condition thereof immediately preceding such damage thereto.

14. RECORDS The Tenant shall, at its sole expense, maintain full, complete and accurate books and records, documents, accounts and other evidence of accounts, whether maintained electronically or manually ("Records") pertinent to its use of the Programming Space for Community Services. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Tenant is a non-profit entity and receives any local, state or federal funds, must comply with the accounting guidelines set forth by the local, state and/or federal agency. The Tenant shall maintain the Records for a period of six (6) years following the termination of this Lease.

Such Records shall at all times be available for audit and inspection by the City Comptroller, the City Manager, any other governmental authority with jurisdiction over the administration of the Community Services and Programming Space and the payment therefore, and any of their duly designated representatives.

The Tenant shall furnish a copy of its New York State Annual Filing for Charitable Organizations CHAR500 and Internal Revenue Service 990 Return to the City Comptroller within 30 days of filing. Failure to provide the same to the City Comptroller shall be considered a material breach of this Lease.

The Tenant shall, at its sole expense, obtain the services of a recognized accounting firm to prepare and provide an annual audited financial statement to the City Comptroller's office within 10 days after issuance of such statement. Failure to provide such statement within 120 days of end of fiscal year may be considered a material breach of this Lease.

The Tenant shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City and its agents, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

15. TAXES. The Building and Land are presently owned by the Landlord and are exempt from City taxes. Tenant shall maintain its not-for-profit status as a condition of this Lease and shall not engage in any activity or operation that would jeopardize the tax-exempt status of the Premises, Building or Land.
16. QUIET ENJOYMENT. Landlord covenants and agrees with Tenant that, Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrance or molestation from Landlord or any persons, subject to Paragraph 17 herein.
17. DEFAULT. This Lease and the demised Term are subject to the limitation that if, at any time prior to or during the Term, any one or more of the following events (herein called an "event of default") shall occur, that is to say:
  - A. If Tenant shall make an assignment for the benefit of its creditors; or
  - B. If the leasehold estate hereby created shall be taken on execution or by other process of law; or
  - C. If any petition shall be filed against Tenant in any court, whether or not pursuant to any statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement, or insolvency proceedings, and Tenant shall thereafter be adjudicated bankrupt, or such petition shall be approved by the court, or the court shall assume jurisdiction of the subject matter and if such proceedings shall not be dismissed within sixty (60) days after the institution of the same; or if any such petition shall be so filed by Tenant; or



- D. If in any proceedings a receiver or trustee be appointed for property of Tenant and such receivership or trusteeship shall not be vacated or set aside within sixty (60) days after the appointment of such receiver or trustee; or
- E. If Tenant shall vacate or abandon the Premises and permit the same to remain unoccupied or closed for business for more than thirty (30) days unless Tenant continues to pay rent; or
- F. If Tenant shall fail to pay any installment of the fixed monthly rent or any part thereof when the same shall become due and payable; or
- G. If Tenant shall fail to pay any other charge required to be paid by Tenant hereunder, and failure shall continue for fifteen (15) days after receipt of written notice thereof from Landlord to Tenant; or
- H. If Tenant shall fail to perform any other obligation of Tenant under this Lease on the part of Tenant to be performed or observed, and such failure shall continue for fifteen (15) days after receipt of written notice thereof from Landlord to Tenant, unless Tenant is pursuing a cure, in which case such fifteen (15) day period shall be extended a reasonable period of time in which to cure such default; then, upon the happening of any one or more of the aforementioned events of default, and the expiration of the period of time prescribed above, Landlord may give Tenant a notice (hereinafter called "notice of termination") to end the Term of this Lease at the expiration of five (5) days from the date of service of such notice of termination, and at the expiration of such five (5) days, this Lease and the term hereof, as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration of such five (5) day period were the date originally specified herein for the expiration of this Lease and the demised Term, and Tenant shall then quit and surrender the Premises and Programming Space to Landlord, but Tenant shall remain liable as hereinafter provided.

Whether or not this Lease is terminated, Tenant shall remain liable for the Rent reserved herein and shall in addition be liable for any and all sums which may become due by reason of the failure of Tenant to comply with all the covenants of this Lease and pay any and all damages, costs and expenses which Landlord may suffer or incur by reason of any default of Tenant or failure on its part to comply with the terms, covenants and conditions of this Lease, and each of them, and, also any and all damages to the Premises or Programming Space caused by any negligent act or neglect of Tenant, its agents, servants, employees, invitees, and licensees. In the event Tenant is in default and Landlord does not elect to terminate this Lease as provided in this Paragraph 17, Landlord may take possession of the Premises and Programming Space and relet the same at such rental and upon such terms as it deems proper without such action being deemed an acceptance and surrender of this Lease or in any way terminating Tenant's liability hereunder. Tenant shall remain liable to pay the Rent and additional rent

reserved herein less the new amount realized from such reletting by Landlord after deduction of any expenses incident to the repossession and reletting. Tenant agrees to pay any deficiency between any amount recovered from such reletting and the amount that is due hereunder.

Pursuit of any remedy shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises or Programming Space, and no agreement to terminate this Lease or to accept a surrender of the Premises or Programming Space shall be valid unless in writing, signed by Landlord.

19. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease to the Premises or Programming Space or any part thereof without the written consent of Landlord. Should Landlord consent to such assignment, Tenant shall at all times remain directly, primarily, and fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Tenant's other obligations under the terms, provisions, and covenants of this Lease.
20. FIXTURES AND FURNISHINGS.
  - A. Prior to the expiration date of this Lease, Tenant may (and shall if Landlord so requires) remove all of its equipment and trade fixtures installed by Tenant, furniture, and other furnishings, provided that Tenant repairs any damage to the Premises or Programming Space resulting from such removal.
  - B. Thirty (30) days prior to the expiration of the Term, Landlord and Tenant shall tour the Premises and Programming Space together, and Tenant shall indicate to Landlord which fixtures installed by Tenant that Tenant intends to remove prior to the expiration date of the Term or any extension thereof, and Landlord shall indicate any additional such fixtures which Tenant shall be required to remove

unless previously agreed in writing, and Landlord and Tenant shall execute and deliver a letter agreement listing such fixtures.

- C. All personal property, equipment, machinery, and fixtures, including the fixtures set forth in the letter agreement under B above, which shall remain in and on the Premises and Programming Space after the expiration of the Term or any extension thereof shall be deemed abandoned by Tenant and either may be retained by Landlord as Landlord's property or be disposed of, without accountability to Tenant, in such manner as Landlord may see fit but at Tenant's expense. Disposal of Tenant's personal property and trade fixtures not attached to the Premises or Programming Space shall be at Tenant's expense.
21. BUILDING NAME CHANGE & SIGNAGE. Tenant may change the name of the building from "The Long Beach Martin Luther King Center" to "The Long Beach Martin Luther King Jr. Center." Tenant shall be permitted to maintain its existing sign, or a new sign (at Tenant's cost and expense) following the Building Name Change on the Building. Maintenance of the existing sign, and/or a new sign, shall be Tenant's sole responsibility and shall be performed at Tenant's sole cost and expense. Should Tenant desire to modify or add additional signage to the exterior of the Building, Tenant may only do so upon the prior written consent of Landlord, in Landlord's sole discretion. At Landlord's election, upon the expiration of this Lease, Tenant shall remove the existing sign and any additional or replacement signs, whatever the case may be, and Tenant shall repair any damage to the Building caused by such removal.
22. MECHANICS' LIENS. In the event that any mechanic's lien is filed against the Premises or the Building or any portion thereof, as a result of alterations, additions or improvements made by or on behalf of Tenant, Landlord shall give Tenant fifteen (15) days' notice to bond or discharge such lien, and should Tenant fail to do so then Landlord, at its option, may bond, discharge, defend or pay the said lien without inquiring into the validity thereof, and Tenant shall forthwith reimburse Landlord the total expense incurred by Landlord in discharging or bonding, paying or defending against said lien as additional rent hereunder.

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23. NOTICES. Every notice, request, demand, consent, objection, document or other communication authorized or required by this Lease shall not be effective unless it is in writing and delivered in person or sent postage prepaid by United States registered or certified mail, return receipt requested or by recognized overnight courier, to the other party at the following address:

If to Landlord:           The City of Long Beach  
                                  Attn: City Manager  
                                  1 West Chester Street, Room 506  
                                  Long Beach, NY 11561

If to Tenant:             M.L.K. Center, Inc.  
                                  615 Riverside Boulevard  
                                  Long Beach, NY 11561

or to such other address as either party may designate by notice given from time to time in accordance with this Paragraph. Notices shall be effective from mailing, except in the case of a notice to change an address, which shall be effective upon receipt by the other party.

25. AUTHORITY TO EXECUTE. The persons executing this Lease Agreement hereby represent that they do so with full authority to act for their respective entities and/or corporations and that they are the sole persons necessary to execute this Lease and make said Lease binding on their respective entities and/or corporations.
26. HEADINGS. The paragraph numbers set forth herein are for reference and convenience only and do not alter or otherwise affect the terms and conditions contained in this Lease.
27. ENTIRE AGREEMENT. All terms, covenants, provisions, conditions, and agreements hereinabove set forth or provided for herein shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and assigns. This Lease shall constitute the entire agreement between Landlord and Tenant and supersedes any prior agreements or other understandings, and this Lease shall not be changed or otherwise modified except in writing, signed by Landlord and Tenant. This Lease shall be construed under and governed by the laws of the State of New York.
28. SURRENDER OF PREMISES. Tenant agrees that upon the expiration or termination of the Lease, it shall surrender the Premises and Programming Space without delay in good order, condition, and repair, reasonable wear and tear and damage by insured casualty excepted, free and clear of all tenancies, liens and encumbrances.
29. WAIVER OF RIGHTS. Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, or of the

institution of legal proceedings to that end, and Tenant for and on behalf of itself and all persons claiming through or under Tenant, also waives any and all right of redemption or re-entry or repossession under present or future laws, including any amendments hereafter, or to restore the operation of this Lease. Landlord and Tenant, so far as permitted by law, waive and will waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or Programming Space, or any claim or injury or damage. The terms "enter," "re-enter," "entry" or "re-entry" as used in this Lease are not restricted to their technical legal meaning. In the event Landlord commences any proceedings for the recovery of possession of the Premises and/or the Programming Space or to recover for non-payment of Rent or additional rent, Tenant shall not interpose any non-compulsory counterclaim in any such proceeding. This may not, however, be construed as a waiver of Tenant's rights to assert such claim in any separate action or actions initiated by Tenant.

30. **WAIVER.** The failure of Landlord or Tenant to insist upon a strict performance of any of the terms, conditions and covenants herein contained shall not be deemed a waiver of any rights or remedies that Landlord or Tenant may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.
31. **COMPLIANCE WITH LAWS.** During the Term of this Lease and any renewal term, Tenant shall, at Tenant's sole cost and expense, promptly remove any violations and promptly comply with all present and future laws, ordinances, rules, orders, regulations of the federal, state and local governments or of any and all their departments and bureaus affecting the occupancy or use of the Premises or the Programming Space.
32. **FORCE MAJEURE.** Whenever a period of time is herein prescribed for action to be taken by a party, such party shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, labor union difficulties, riots, act of God, shortages of labor and materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party, and such prescribed period of time shall be extended for the period that is so excluded. Tenant's responsibility for payment of Rent shall be excluded from this provision.
33. **LIMITATIONS OF LANDLORD'S LIABILITY.** The Landlord shall not be liable for any damage or injury to the Premises or the Programming Space, or any person therein, or to goods, wares, merchandise or property of the Tenant, or of any other person contained therein, done or occasioned by or from, unless the aforesaid occurs as a result of the negligence of the Landlord.
34. **INVALIDITY OF PARTICULAR PROVISION.** If any term or provision of this Lease or the application hereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

35. COUNTERPART SIGNATURES. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document.

(Signature Page Below)

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written by their respective officers thereunto duly authorized.

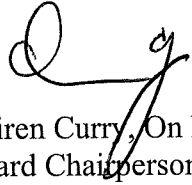
Landlord: THE CITY OF LONG BEACH

By:  
Daniel Creighton  
City Manager

Sworn to before me this  
day of January, 2025

\_\_\_\_\_  
Notary Public

Tenant: M.L.K. CENTER, INC.

By:   
Chiren Curry, On Behalf of MLK Inc.  
Board Chairperson

Sworn to before me this 6<sup>th</sup>  
day of ~~January~~ <sup>Feb.</sup>, 2025  
~~add~~

  
\_\_\_\_\_  
Notary Public

AMANDA D. HALL  
Notary Public - State of New York  
No. 01HA6395865  
Qualified in Nassau County  
My Commission Expires 08/05/2027

## **EXHIBIT A**

### **Shared Programming Space**

#### **FIRST FLOOR**

Front Desk

Gymnasium

m

Community/Reading Room (1)

Community Room (2) Kitchen

Fitness Room

#### **SECOND FLOOR**

Computer Room

Classroom/Media Room



## Programming Request Scheduling Form

[illegible][illegible][illegible]

### KITCHEN (FIRST FLOOR)

[illegible]

### FITNESS ROOM (FIRST FLOOR)

[illegible]

### COMPUTER ROOM (SECOND FLOOR)

[illegible]

**CLASSROOM/MEDIA ROOM (SECOND FLOOR)**

[illegible]