DATE: January 24, 2023

TO: Mayor and Council Members

FROM: Police Department

SUBJECT: Agreements with Hollywood Park Retail/Commercial Investors, LLC

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve a Retail Center Lease with Hollywood Park Retail/Commercial Investors, LLC (HPRCI) in an annual amount of $1, for use of space within SoFi Stadium (General Fund);

2. Authorize the Chief of Police (or designee) to approve similar agreements related to the Police Department’s operations at the Retail Center, subject to prior review and approval by the City Attorney;

3. Approve a Reimbursement Agreement with HPRCI in the total amount of $226,216.98 (includes a twenty percent (20%) contingency, in the amount of $37,702.83, for any Additional Amount as notified by HPRCI) to construct conduits to provide internet service to the aforementioned space within SoFi Stadium (General Fund);

4. Authorize the Chief of Police (or designee) to approve notifications of any Additional Amount related to the Reimbursement Agreement, so long as the amount does not exceed the twenty percent (20%) contingency of $37,702.83, subject to review and approval by the City Attorney; and

5. Adopt a resolution amending the Fiscal Year 2022 – 2023 Budget to transfer funds in the amount of $226,216.98. (General Fund)

BACKGROUND:
The Hollywood Park Retail/Commercial Investors, LLC (HPRCI) is constructing a retail center with a mixture of buildings, all of which are located in the area commonly known as Hollywood Park, in Inglewood. Currently, HPRCI is building a police substation in the retail center for lease and use by the Inglewood Police Department (Department). Police services will be provided at the location.
The police substation will increase police visibility in the retail center of Hollywood Park. In addition, this will be another location for police officers to complete reports, conduct investigations, and carry out various police business. This location will also allow the public to come and file police reports, ask general questions, and request information for public resources. Lastly, this substation will house the Department’s Special Events Unit for convenience of handling all special event planning for the City, SoFi Stadium, KIA Forum, and the future Intuit Dome.

**DISCUSSION:**
Upon approval of the Retail Center/Police Substation Lease, the Department will have access to the police substation located on the ground floor of the retail center. The Facility Services Division of the City’s Finance Department will be responsible for janitorial and trash services to maintain the substation in good operating condition, and the City’s Public Works Department will make all necessary repairs (including all improvements, alterations, fixtures, equipment, interior window coverings, furnishing, and replacements) and generally maintain a safe and clean condition of the substation.

This lease will be in effect for no more than fifty (50) years without further written agreement between HPRCI and the City of Inglewood or upon early termination.

Furthermore, the Department requests that the City Council approve ongoing authorization for the Chief of Police (or designee) to sign similar agreements related to the Department’s operations at the retail center, subject to prior review and approval by the City Attorney.

Upon approval of the attached Reimbursement Agreement, HPRCI will contract with Community Technology Services (CTS) on behalf of the City to install fiber optic cable in certain conduits in the public and private roadway networks within and adjacent to the retail center, which may be used to provide internet service to the police substation. This will allow the Department to have direct internet access from the police substation to the Department’s command center.

This agreement will terminate upon completion of work performed by CTS, currently, estimated to be June 30, 2023.

The Department requests that the City Council also authorize the Chief of Police (or designee) to approve notifications of any Additional Amount related to the Reimbursement Agreement, so long as the amount does not exceed the twenty percent (20%) contingency of $37,7022.83, subject to review and approval by the City Attorney.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
Upon approval of the Retail Center Lease, sufficient funding in the amount of $1 will be available under Account Code No. 001.045.4511.44845.00 (General Fund – Police – Homeland Security – Contract Services – Police). This payment will be made annually, paid in advance on the first day of each calendar year.
Mayor and Council Members
Agreements with Hollywood Park Retail/Commercial Investors, LLC
January 24, 2023

Upon adoption of the attached resolution amending the Fiscal Year 2022 – 2023 Budget, funds in the amount of $226,216.98 will be transferred from Account Code No. 001.045.4550.11001.01 (General Fund – Police – Patrol Bureau – Base Salary & Other Pay) to Account Code No. 001.045.4511.44845.00 (General Fund – Police – Homeland Security – Contract Services – Police) for the Reimbursement Agreement. A twenty percent (20%) contingency in the amount of $37,702.83 was added to the combined amount listed on the price quotes of $188,514.15 and will be encumbered on an as-needed basis. The contingency has been added in anticipation of any additional equipment and services not covered on the price quotes labeled as an “Additional Amount” in the agreement.

Upon fifteen (15) days of the effective date of the agreement, the City shall make the deposit, in the amount of $188,514.15, to HPRCL.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Retail Center Lease
Attachment No. 2 – Reimbursement Agreement
Attachment No. 3 – Resolution and Exhibit A

PREPARED BY:
Anna Ma, Administrative Analyst

COUNCIL PRESENTER:
Mark Frontorotta, Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: Mark Fronterotta, Chief of Police

CITY MANAGER APPROVAL: Artie Fields, City Manager
ATTACHMENT NO. 1
RETAIL CENTER LEASE

HOLLYWOOD PARK RETAIL CENTER

HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC,
a Delaware limited liability company,
as Landlord,

and

City of Inglewood
as Tenant.
HOLLYWOOD PARK RETAIL CENTER
POLICE SUBSTATION LEASE

This Lease (this "Lease") is dated as of the Effective Date and is by and between HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC, a Delaware limited liability company ("Landlord"), and the CITY OF INGLEWOOD ("Tenant"). Landlord and Tenant are sometimes herein referred to individually as a "party" or collectively as "parties."

BASIC PROVISIONS

A. Effective Date: January ___, 2023.

B. Project; Premises (Article 1):
   (1) Project:
   The mixed-use project (the "Project") known as "Hollywood Park" located in Inglewood, California, as further described in Section 1.1.3, and as depicted on Exhibit A-2.
   
   (2) Retail Center:
   The retail center (the "Retail Center") located within the Project consisting of a mixture of single- and/or two-level buildings, initially containing a cumulative total, as "Phase 1," as defined in Section 1.1.3, of approximately 318,350 square feet of gross leasable area, as depicted on Exhibit A.
   
   (3) Building:
   The retail building (the "Building") located within the Phase I portion of the Retail Center, as further depicted on Exhibit A.
   
   (4) Premises:
   Approximately Two Thousand Fifty-Two (2,052) square feet of leasable area located on the ground floor of the Building, as further depicted on Exhibit A-11 and identified as Unit E (the "Premises").

C. Lease Term (Article 2):
   (1) Length of Term:
   From the Lease Commencement Date until the Lease Expiration Date, as defined below, but not more than 50 years without further written agreement between Landlord and Tenant (the "Term").
   
   (2) Lease Commencement Date:
   The date on which Landlord delivers possession of the Premises to Tenant with Landlord's Work (as defined in Exhibit C) completed (the "Delivery Date").
   
   (3) Lease Expiration Date:
   The expiration or earlier termination of Landlord's obligation to provide a police substation under the Development Agreement (as defined in Section 4.1).
   
   (4) Option Term(s):
   None.

D. Base Rent (Section 3.1):
   $1.00 per year, paid in advance on the first day of each calendar year.
   
E. Percentage Rent Rate:
   None.

F. Tenant's Share (Article 4 and Exhibit B):
   0.6446%. For avoidance of doubt, Tenant shall not be obligated to pay Operating Expenses and Utilities Costs as part of Direct Expenses until the City Revenue Hurdle is achieved as defined in the Development Agreement (see Section 4.1).

G. Permitted Use; Trade Name (Article 5):
   Tenant shall use the Premises solely for a police substation by the City of Inglewood Police Department (the "Permitted Use"), subject to all restrictions, limitations and requirements set forth in and during the Term of this Lease.
H. Security Deposit:
   (Article 21):

   None.

I. Address of Tenant:
   (Section 29.11):

   City of Inglewood
   c/o Inglewood Police Department
   1213 South District Drive
   Suite E
   Inglewood, CA 90305

   with copies to:
   Inglewood City Attorney
   One W. Manchester Boulevard, 8th Floor
   Inglewood, California 90301
   Attention: City Attorney

   Inglewood City Clerk
   One W. Manchester Boulevard, 1st Floor
   Inglewood, California 90301
   Attention: City Clerk

   Kane Ballmer & Berkman
   513 S Figueroa Suite 780
   Los Angeles, California 90071
   Attention: Royce K. Jones, Esq.

J. Address of Landlord:
   (Section 29.11):

   Hollywood Park Retail/Commercial Investors, LLC,
   c/o Wilson Meany
   Four Embarcadero Center, Suite 3330
   San Francisco, California 94111-4103

   with a copy to:
   Fragner Seifert Pace & Winograd
   300 South Grand Avenue Suite 1400
   Los Angeles, California 90071
   Attention: Matthew C. Fragner, Esq.

K. Broker(s):
   (Section 29.15):

   None.
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ARTICLE I

PREMISES, BUILDING, RETAIL CENTER, PROJECT, AND COMMON AREAS

1.1 Premises, Building, Retail Center, Project and Common Areas.

1.1.1 The Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, all in accordance with and subject to all of the terms, covenants and conditions set forth herein, including all exhibits. The parties acknowledge and agree that the purpose of Exhibit A, Exhibit A-1 and Exhibit A-2 is to show the approximate location of the Retail Center, the Premises, and the Project (as such term is defined below) only, and such Exhibits are not meant to constitute an agreement, representation or warranty as to the construction, location or precise area thereof.

1.1.2 Landlord Obligations. Except as specifically set forth in this Lease, and specifically set forth in the Work Letter attached hereeto as Exhibit C (the “Work Letter”), Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises or the Project. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building, the Retail Center, or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant’s business, except as specifically set forth in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Building were at such time in good and sanitary order, condition and repair.

1.1.3 The Building, Retail Center and the Project. The Premises are a part of the Building. The Building itself is located within the Retail Center and, in turn, is a component of a greater mixed-use project known as “Hollywood Park.” The term “Project,” shall mean (i) the Building, the Retail Center, the Common Areas and the other buildings from time to time located within the area designated by Landlord as the “Project,” as such area may be expanded or reduced from time to time, and (ii) the land upon which the Building, the Retail Center, the Common Areas and such other buildings are located.

1.1.4 Project Phases. The Retail Center shall be developed in phases, which (i) shall include a first (1st) phase relating to certain retail buildings and improvements located within the area depicted as “Phase I” on Exhibit A (“Phase I”), and (ii) may include a second (2nd) phase relating to certain retail buildings and improvements located within the area depicted as “Phase II” on Exhibit A (“Phase II”). The Retail Center may be expanded or reduced from time to time including, without limitation, in connection with Phase I, Phase II and other retail areas within the Project, as may be determined by Landlord in its sole discretion. Accordingly, the total gross leasable area of the Retail Center referenced in Section 2(2) of the Basic Provisions shall be modified from time to time by Landlord based upon the gross leasable area then attributable by Landlord to those certain portions of the Retail Center which have actually been constructed by Landlord. Landlord has not made, and does not make, any representation, warranty or covenant with respect to the development of Phase II, including, without limitation, any representation as to whether, how or when Phase II may be developed.

1.1.5 Common Areas. Tenant shall have the non-exclusive right to use in common with other tenants in the Project those portions of the Project (the “Common Areas”) that are provided, from time to time, for use in common by Landlord, Tenant and other tenants of the Project (provided some Common Areas (such as cleaning supply storage or utility closets or rooms) may be for the exclusive use of Landlord). Common Areas shall include those portions of the Project designated by Landlord, in its discretion, including certain areas designated for the exclusive use of certain tenants, or to be shared by Landlord and certain tenants. Common Areas shall consist of the “Project Common Areas,” the “Retail Center Common Areas,” and the “Building Common Areas,” defined as follows:

(a) The term “Building Common Areas” shall mean the portions of the Common Areas located within, or solely serving, a Building designated by Landlord.

(b) The term “Retail Center Common Areas” shall mean the portions of the Common Areas located within, or solely serving, the Retail Center as designated by Landlord.

(c) The term “Project Common Areas” shall mean all Common Areas other than the Retail Center Common Areas and Building Common Areas.

1.1.6 Project Declaration. The Project Common Areas will be maintained and operated in accordance with the terms of a declaration of covenants, conditions and restrictions to be recorded against the Project (as may be amended from time to time, the “Project Declaration”), and the use of the Project Common Areas is subject to the Project Declaration.

1.1.7 Closures, Changes and Other Conditions. Landlord reserves the right to close temporarily, make alterations or additions to or change the location or elements of the Common Areas in accordance with the provisions of this Lease and the Project Declaration. Retail Center Common Areas are maintained and operated by Landlord and the use thereof shall be subject to such rules, regulations and restrictions as Landlord may make from time to time, provided that such rules, regulations and restrictions do not unreasonably interfere with the use and rights granted to Tenant under this Lease. Landlord reserves the right to close temporarily, make alterations
or additions to, or change the location of elements of the Building, the Retail Center and/or the Retail Center Common Areas; provided that no such changes shall be permitted which materially reduce Tenant’s rights or access hereunder unless otherwise required to comply with Applicable Laws.

1.1.8 Project Association. Landlord may, together with one or more occupants of the Project, form an association (the “Project Association”) to deal with various matters of interest to the members of such association.

1.2 Gross Leasable Area of Premises. The term “gross leasable area” means the square footage of the Premises (or, where applicable, of other premises or the Retail Center) without deduction for the width of or space occupied by columns, shafts, risers, or other vertical penetrations. Gross leasable area of the Premises shall be as set forth in Section 11.4 of the Basic Provisions; provided however, such gross leasable area may be subject to remeasurement and correction by Landlord, and, upon such remeasurement, all amounts, percentages and figures based upon gross leasable area shall be adjusted accordingly, if necessary.

ARTICLE 2

LEASE TERM

2.1 Initial Lease Term. This Lease shall be effective as of the Effective Date. The Lease Term shall commence on the Lease Commencement Date and shall, unless sooner terminated as provided herein, terminate on the Lease Expiration Date. At any time during the Lease Term, Landlord may deliver to Tenant a notice in the form as set forth in Exhibit D, attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within ten (10) City business days after Landlord’s written request. Without limiting Landlord’s remedies for such failure, Tenant’s failure or refusal to sign the same shall constitute an acknowledgement by Tenant that the information set forth therein is accurate.

2.2 Option Term(s). None.

2.3 Intentionally deleted.

ARTICLE 3

BASE RENT

Tenant shall pay, without prior notice or demand, to Landlord or Landlord’s agent, at such place as Landlord may from time to time designate in writing, by a check or electronic funds transfer, Base Rent.

ARTICLE 4

ADDITIONAL RENT

4.1 In General. In addition to paying Base Rent specified in Article 3, from and after the Lease Effective Date, Tenant shall pay Tenant’s Share of Direct Expenses in the manner described in Exhibit B, provided that Tenant shall not be obligated to pay Tenant’s Share of Operating Expenses or Utilities Costs until the first day of the calendar month following the occurrence of the City Revenue Hurdle Date (as defined below). Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to this Lease other than Base Rent, are collectively referred to herein as “Additional Rent.” Base Rent and Additional Rent are herein collectively referred to as “Rent.” All Rent is payable during the Lease Term commencing on the Lease Commencement Date. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay Additional Rent shall survive the expiration or earlier termination of the Lease Term with respect to such Additional Rent due and payable prior to such expiration or earlier termination. Unless otherwise stated herein, Tenant shall pay Landlord Additional Rent within thirty (30) days of written request or demand. As used in this Lease, “City Revenue Hurdle Date” shall mean the date that the Stadium Alternative Project first achieves the City Revenue Hurdle in a given fiscal year, as such terms are defined in that certain Amended and Restated Development Agreement for Hollywood Park between the City of Inglewood (the “City”) and Landlord, et al., recorded on April 15, 2015 in the Official Records of Los Angeles County as Instrument No. 20150419771 (the “Development Agreement”). If the date that the City Revenue Hurdle is achieved is not known for some time after it is achieved, and as a result Tenant does not pay its full share of Direct Expenses, Tenant shall pay its share of Direct Expenses within thirty (30) days after Landlord provides written notice of the City Revenue Hurdle Date along with an invoice indicating the amount of Direct Expenses required to be paid.

4.2 Taxes and Other Charges for Which Tenant Is Directly Responsible.

4.2.1 Personal Property Taxes. Tenant shall be liable for and shall pay at least ten (10) days before delinquency, taxes levied against Tenant’s equipment, furniture, fixtures and any other personal property located in or about the Premises (“Tenant’s Property”) to the applicable taxing entity(ies). Tenant shall also reimburse Landlord for any such taxes on Tenant’s Property levied against Landlord or resulting from any increase in the assessed value of Landlord’s property by the inclusion therein of a value placed upon Tenant’s Property, as the case may be, within thirty (30) days following written request or demand.
4.2.2 **Other Taxes.** Tenant shall pay prior to delinquency any (i) rent tax or sales tax, service tax, transfer tax or value added tax, or any other applicable tax assessed on the rent or services herein or otherwise respecting this Lease, (ii) taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project, including the parking facilities; or (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises, assessed by applicable taxing entity(ies).

**ARTICLE 5**

**USE OF PREMISES**

5.1 **Permitted Use; Use Restrictions.**

5.1.1 **Permitted Use.** Tenant shall use the Premises solely for the Permitted Use, and Tenant shall not use or permit the Premises to be used for any other purpose whatsoever.

5.1.2 **Tenant’s Trade Name.** Tenant shall operate under the name “Inglewood Police” throughout the term of this Lease.

5.1.3 **Continued Operation.** Tenant covenants and agrees that from and after the Grand Opening, the Premises shall be fully staffed and open for the Permitted Use, and thereafter Tenant will operate and conduct within the Premises a police substation continuously and uninterruptedly during the period of time commencing on the Opening Date and ending on the expiration or earlier termination of this Lease.

5.2 **Prohibited Uses.** Notwithstanding anything to the contrary set forth in this Lease, Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose:

(a) in violation of the laws and statutes of the United States of America, the State of California, the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project, including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect (collectively “Applicable Laws”),

(b) in violation of any easements, covenants, conditions and restrictions now or hereafter applicable to the Building, including, without limitation, that certain Project Labor Agreement for the Hollywood Park Development Project between Turner Construction, on the one hand, and the Los Angeles and Orange Counties Building and Construction Trades Council, and The Local Unions and District Councils Signatory to the Agreement, on the other hand, dated June 26, 2015 (the “Labor Agreement”), the Development Agreement, and the Project Declaration (the Labor Agreement, Development Agreement and Project Declaration are sometimes herein referred to collectively as the “CC&Rs”),

(c) Intentionally deleted.

(d) contrary to the rules and regulations promulgated by Landlord from time to time including, without limitation, Landlord’s general rules and regulations for occupants of the Project as more particularly set forth on Exhibit F.

(e) to (i) conduct any auction, fire, distress, going out of business, liquidation, bankruptcy or like sales in the Premises or on the Project; (ii) display, sell, lease, or offer for sale or lease, in any manner on the Premises, alcoholic beverages (unless expressly allowed by the terms of this Lease) or pornographic material of any kind, including books, magazines or movies; (iii) engage in any activity or use the Premises for any purpose that is illegal or is not in keeping with the standards or character of a first-class mixed use project or would otherwise interfere with standard Project operations; (iv) sell, cultivate, process or dispense marijuana, (v) use any area of the Project outside of the Premises (1) for the sale of any merchandise, food or beverage items or for other business purposes, (2) to solicit business, (3) to display signs (except as otherwise provided in Article 22), or (4) for public meetings or entertainment; (vi) use, or permit to be used, any sound broadcasting or amplifying device or any video or vending machine that can be heard outside of the Premises; (vii) perform, or allow any employee or agent to perform, any act or carry on any practice that may damage the Premises or any other part of the Project, or disturb any other tenant or other person in the Project; (viii) use or allow the Premises to be used for any improper, unlawful or objectionable purpose, or (ix) permit any nuisance in, on or about the Premises, or

(f) in any way that is contrary to the operation and existence of the Project as a first-class mixed-use project.

5.3 **Janitorial and Trash Requirements.** Tenant shall be solely responsible for performing all janitorial services and other cleaning of the Premises appropriate to maintain the Premises in good operating condition. Landlord may also require that Tenant procure and maintain at Tenant’s sole expense a contract providing for the pickup and disposal of Tenant’s refuse from the Premises, which contract shall be subject to Landlord’s prior review and reasonable approval. If such a contract is required, Tenant shall no longer use Landlord’s receptacles for
disposal of Tenant's refuse. All trash containers must be covered and stored in a manner to prevent the emanation of odors from or into the Premises, the Building or the Project.

5.4 Garbage Separation. Recycling. See Exhibit H.

5.5 Pest Control. Tenant shall cause to be provided pest eradication and control services, as required by Landlord, with respect to the Premises. Tenant shall notify Landlord of the timing of such services and agrees to coordinate such services with any exterior pest control services maintained by Landlord. Tenant shall take all reasonable actions necessary to prevent odors from escaping into the Premises, the Building or the Project.

5.6 Ventilation. See Exhibit H.

ARTICLE 6

UTILITIES

6.1 Tenant Expense. Until the occurrence of the City Revenue Hurdle Date, Landlord shall provide and pay for all water, power, gas, electric current, telephone, cable, wireless internet and all other utilities and services used by Tenant on the Premises (including, without limitation, all sales, use and other taxes or fees imposed thereon by any governmental authority), and from and after the City Revenue Hurdle Date, Tenant shall pay for all such utilities and services. Landlord will reasonably apportion the costs of such utilities among the tenants utilizing the utility or service on an equitable basis as determined by Landlord. In the event that any utilities are furnished to the Premises by Landlord, whether submetered or otherwise, then from and after the City Revenue Hurdle Date, Tenant shall pay to Landlord the cost of such utilities, including a reasonable administrative charge for Landlord's supervision.

6.2 Payment to Landlord. Within thirty (30) days after receipt of Landlord's statement of apportionment or statement setting forth the charges payable by Tenant, Tenant shall pay to Landlord as Additional Rent, the cost of such services and utilities so apportioned or so provided by Landlord.

6.3 Excessive Use. If after the City Revenue Hurdle Date occurs, Landlord shall from time to time reasonably determine that Tenant's use of any utility or service in the Premises is disproportionately higher than the use of other tenants, Landlord, following reasonable advance notice to Tenant, may adjust Tenant's share of the cost thereof to take equitable account of such disproportionate use.

6.4 Alternative Power. If Landlord elects to utilize solar, wind or other alternatively generated electricity at the Building ("Alternative Electricity"), from and after the City Revenue Hurdle Date Tenant shall purchase from the provider of such Alternative Electricity the lesser of (i) all of Tenant's electrical requirements, or (ii) the maximum available amount of Alternative Electricity, as and when such Alternative Electricity is produced, at the price in effect at the time of delivery; provided, however, in no event shall the price for Alternative Electricity exceed the total cost of comparable electric service that otherwise would have been purchased from a conventional electricity provider.

6.5 No Landlord Liability. Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service, or for any diminution in the quality or quantity thereof, without limiting Landlord's liability for injuries to natural persons and non-consequential damages to tangible personal property. Such failures or delays or diminution shall not be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease.

ARTICLE 7

REPAIRS

7.1 Tenant Obligations. Except for Landlord's express obligations set forth herein, Tenant shall, at its sole expense, keep the Premises, including all improvements, Alterations, fixtures, equipment, interior window coverings, and furnishings therein, 'Tenant's' storefront and the floor or floors of the Building in which the Premises are located, in good order, repair and first-class condition at all times during the Lease Term, including making replacements as necessary.

7.2 Air Conditioning. After the City Revenue Hurdle Date occurs, Tenant shall contract, at its sole expense, with an air-conditioning service company for the periodic maintenance and the repair and replacement, as necessary, of the air-conditioning system serving the Premises, which contract and company shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned.

7.3 Landlord Obligations. Landlord shall be responsible for repairs to the exterior walls (other than Tenant's storefront), foundation and roof of the Building, the structural portions of the floors of the Building, and the systems and equipment of the Building originally constructed by Landlord and part of the "Base Building" defined in Section 8.1, except to the extent that such repairs are required due to the negligence or willful misconduct of Tenant or its employees, agents or contractors. If any such repairs are due to the negligence or willful misconduct of Tenant or its employees, agents or contractors, Landlord, following written notice to Tenant, shall nevertheless make such
7.4 **Waiver.** Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.

7.5 **Tenant Failure.** If Tenant fails to keep the Premises in good order, repair and first-class condition as required by this Article 7, including making all necessary repairs and generally maintaining a safe and clean condition, then Landlord may, following written notice to Tenant, at Landlord’s option, and without waiving or releasing Tenant from any of Tenant’s obligations, perform any such repairs or other acts on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such repairs or other acts shall be payable by Tenant to Landlord within thirty (30) days after demand therefor as Additional Rent.

**ARTICLE 8**

**ADDITIONS AND ALTERATIONS**

8.1 **Landlord’s Consent to Alterations.** Tenant shall have the right to make alterations to the Premises from time to time without Landlord’s consent, provided Tenant gives Landlord at least ten (10) business days’ prior notice. However, Tenant may not make any improvements, alterations, additions or changes to any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, “Alterations”) without first procuring the prior written consent of Landlord to such Alterations. The construction of the initial Improvements to the Premises shall be governed by the Work Letter and not by this Article 8.

8.1.1 **Approved Contractors.** Landlord may impose, as a condition of its consent to any and all Alterations, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors reasonably approved by Landlord.

8.1.2 **Standards.** Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid building permit, issued by the City, all in conformance with Landlord’s construction rules and regulations; provided, however, that prior to commencing to construct any Alterations, Tenant shall meet with Landlord to discuss Landlord’s design parameters and code compliance issues.

8.1.3 **Changes to Base Building.** In the event Tenant performs any Alterations in the Premises that require or give rise to governmentally required changes to the Common Areas or “Base Building,” as that term is defined below, then Landlord shall, at Tenant’s expense, make such changes to the Common Areas or Base Building. The “Base Building” shall mean the improvements constituting the “Turnover Condition,” as that term is defined in Section 1 of the Work Letter.

8.1.4 **No Obstruction.** In performing any Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of Landlord or other tenants in the Project.

8.1.5 **Notice of Completion.** In addition to Tenant’s obligations under Article 9, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Los Angeles in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to the management office for the Project a reproducible copy of the “as built” and CAD drawings of the Alterations, to the extent applicable, as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

8.1.6 **Reimbursement to Landlord.** Tenant shall reimburse Landlord for Landlord’s reasonable, actual, out-of-pocket costs and expenses incurred in connection with Landlord’s review of any Alterations and the plans therefor.

8.2 **Construction Insurance; Completion Bond.** In addition to the requirements of Article 10, in the event that Tenant makes any Alterations, Tenant shall, prior to the commencement of such Alterations, provide Landlord evidence that Tenant carries “Builder’s All Risk” insurance in an amount reasonably approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may reasonably require. In addition, Landlord may, in its reasonable discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee.

8.3 **Landlord’s Property.** Except as otherwise provided herein, all Improvements, Alterations, signs, fixtures, equipment and/or appurtenances, constructed, installed or placed in or about the Premises shall be at the sole cost of Tenant and shall be and become part of the Premises and the property of Landlord.

8.4 **Removal of Improvements.** By written notice to Tenant prior to the expiration of the Lease Term, or before or after any earlier termination of this Lease, Landlord may require Tenant, at Tenant’s expense, to remove any Alterations or Improvements in the Premises and any of Tenant’s signs, repair any damage to the Premises, Building or Project caused by such removal, and return the affected portion of the Premises to a safe and clean condition. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any

HOLLYWOOD PARK RETAIL CENTER
[[Insert Tenant Name]]
Alterations or Improvements in the Premises, and/or to return the affected portion of the Premises to a safe and clean condition, then at Landlord's option, either (A) Tenant shall be deemed to be holding over in the Premises and Rent shall continue to accrue in accordance with the terms of Article 16, until such work is completed, or (B) Landlord may do so and may charge the cost thereof to Tenant. Notwithstanding the foregoing, if, in connection with its notice to Landlord to make Alterations, (x) Tenant requests Landlord's to waive the requirement for removal of such Alterations, and (y) Landlord thereafter agrees in writing to waive such requirement, Tenant shall not be required to so remove such Alterations.

ARTICLE 9

COVENANT AGAINST LIENS

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, losses, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith, except to the extent arising directly from the gross negligence or willful misconduct of Landlord. Tenant shall remove any such lien or encumbrance by bond or otherwise within ten (10) days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease.

ARTICLE 10

INDEMNIFICATION AND INSURANCE

10.1 Indemnification and Waiver. Tenant shall be liable and responsible for all damage to property and injury to persons in, upon or about the Premises from any cause whatsoever and agrees that Landlord, its partners, subpartners, affiliates and their respective officers, agents, servants, employees, and independent contractors (collectively, the "Landlord Parties") shall not be liable and are hereby released by Tenant and all persons claiming under Tenant, for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant, except to the extent arising directly out of the sole negligence or willful misconduct of any of the Landlord Parties.

10.1.1 Tenant Indemnity. Other than to the extent arising directly out of the gross negligence or willful misconduct of the Landlord Parties, Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from: (a) the use or occupancy of the Premises by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done, or permitted or suffered by Tenant; (c) any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees, officers, owners, or visitors of Tenant or any such person (collectively, the "Tenant Parties"); (d) any breach, violation, or non-performance by any of the Tenant Parties of any term, covenant, or provision of this License or any Applicable Law; (e) any injury or damage to the person, property, or business of Tenant or any of the Tenant Parties or any other person entering upon the Premises under the express or implied invitation of Tenant; or (f) the placement of any personal property or other items within the Premises.

10.1.2 Landlord's Costs and Expenses. Should Landlord be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy or lease of the Premises, Tenant shall pay to Landlord its reasonable costs and expenses incurred in such suit, including without limitation, its actual professional fees such as appraisers', accountants' and attorneys' fees.

10.1.3 Insurance Carrier Obligations. No provision of this License, including Tenant's agreement to indemnify the Landlord Parties pursuant to this Section 10.1, is intended to, and shall not, relieve any insurance carrier or joint powers of authority of its obligations under any policy or coverage obtained by Tenant.

10.1.4 Survival. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10.2 Tenant's Compliance With Landlord's Fire and Casualty Insurance. Tenant shall, at its sole expense, comply with all requirements pertaining to the Premises required by any insurance policy obtained by Landlord. If Tenant's conduct or use of the Premises causes any increase in the premium for any such insurance policy then Tenant shall reimburse Landlord for any such increase. Tenant, at its sole expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body. Upon request by Tenant and prior to the commencement of any use on or about the Premises or any material change in scope to this Agreement or its Exhibits, Landlord shall act in good faith to have Landlord's Fire and Casualty Insurance Policy reviewed with this Agreement and supporting Exhibits for verification of any insurance policy requirements for operation and use that may result in an increase to premium or adverse change to Landlord's insurability.

10.3 Tenant's Insurance or Coverage. Tenant shall maintain or provide insurance or coverage to the equivalent of the following coverages in the following amounts. The required evidence of coverage must be delivered.
to Landlord on or before the date required under Section 10.4(1) sub-sections (x) and (y), or Section 10.4(2) below (as applicable). Such requirements shall be applicable for a term of at least one (1) year, or the length of the remaining term of this Lease, whichever is less. For any self-coverage, Tenant shall be solely responsible for timely payment of all premiums, taxes, stamping fees, retentions, or deductibles.

10.3.1 **Commercial General Liability.** Commercial General Liability Insurance, on form CG 00 01 or Memoranda of Coverage equivalent. Landlord, the Project Association and any other party Landlord specifies as having a material financial interest in the Project, including Landlord’s managing agent, ground lessor and/or lender, if any, including, without limitation, Hollywood Park Residential Investors, LLC; HPMU4 LA, LLC; Performance Company LA, LLC; Stadco LA, LLC; Hollywood Park Retail/Commercial Investors, LLC; HP Residential Co 2021, LLC; and Hollywood Park Management Company LLC. shall be named as additional covered parties. Tenant’s coverage shall be primary and any insurance carried by Landlord shall be excess and non-contributing. Policy or coverage limits shall not be less than the following: provided, however, such limits may be achieved through the use of an Umbrella/Excess Policy:

- Bodily Injury and Property Damage Liability: $4,000,000 each occurrence/aggregate
- Personal Injury and Advertising Liability: $4,000,000 each occurrence
- Tenant Legal Liability/Damage to Rented Premises Liability: $100,000

10.3.2 **Property Insurance.** Property insurance covering (i) all office furniture, personal property, business and trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant’s business personal property on the Premises installed by, for, or at the expense of Tenant, (ii) the “Improvements,” as that term is defined in Section 2.1 of the Work Letter, and (iii) all Alterations performed in the Premises. Such insurance shall be written on a Special Form basis, for the full replacement cost value (subject to reasonable deductible amounts).

10.3.3 **Worker’s Compensation.** Worker’s Compensation and Employer’s Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

10.3.4 **Automobile Liability.** Commercial Automobile Liability Insurance or Coverage covering all Owned (if any), Hired, or Non-owned vehicles with limits not less than following: $1,000,000 combined single limit. provided, however, such limits may be achieved through the use of a program of self-insurance.

10.4 **Form of Memoranda of Coverage.** The minimum limits of policies of insurance or coverage required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. All insurance shall (i) be issued by an insurance company having an AM Best rating of not less than A-VII, or a Joint Powers of Authority which is licensed to do business in the State of California, (ii) be in form and content reasonably acceptable to Landlord as evidenced by Memoranda of Coverage or other proof of insurance coverage, (iii) provide that said coverage shall not be canceled or changed unless at least thirty (30) days’ prior written notice shall have been given to Landlord and any mortgagee of Landlord, the identity of whom has been provided to Tenant in writing, and (iv) name Landlord, and any other related parties designated by Landlord, as additional insureds on a primary, non-contributory basis.

10.4.1 **Delivery.** Tenant shall deliver said policy or policies, Memoranda of Coverage, or certificates thereof and applicable endorsements or financial statements which meet the requirements of this Article 10 to Landlord on or before (I) the earlier to occur of: (x) the Lease Commencement Date, and (y) the date Tenant and/or its employees, contractors and/or agents first enter the Premises for occupancy, construction of improvements, alterations, or any other move-in activities, and (II) five (5) business days after the renewal of such policies.

10.4.2 **Failure by Tenant.** In the event Tenant shall fail timely to procure required insurance or coverage, to deliver Memoranda, policies, or certificates and applicable endorsements, or financial statements Landlord may, at its option, after written notice to Tenant and Tenant’s failure to cure such failure within five (5) City business days thereafter, procure such policies for the account of Tenant and the sole benefit of Landlord, and the cost thereof shall be paid as Additional Rent by Tenant to Landlord after delivery to Tenant of bills therefor. Tenant shall not do or permit to be done anything that invalidates or restricts the enforceability of the required insurance policies or Memoranda of Coverage.

10.5 **Waiver of Subrogation.** To the fullest extent permitted by Applicable Laws, and notwithstanding any term or provision of this Lease to the contrary, the Tenant waives and releases any and all rights of recovery against Landlord Parties, and agrees not to seek to recover from Landlord Parties or to make any claim against the Landlord Parties, for any loss or damage incurred by Tenant to the extent such loss or damage is insured or covered under any insurance policy or Memoranda of Coverage required by this Lease or which would have been so insured had the Tenant carried the insurance or coverage it was required to carry hereunder.

10.6 **No Representation of Adequate Coverage.** Landlord makes no representation that the limits or forms of coverage of insurance or coverage specified herein are adequate to cover Tenant’s property, business operations or obligations under this Lease.

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[[Insert Tenant Name]]
10.7 Third Party Contractors. Tenant shall obtain and deliver to Landlord, certificates of coverage, certificates of insurance, and applicable endorsements at least seven (7) City business days prior to the commencement of work in or about the Premises by any vendor or any other third-party contractor (collectively, a "Third Party Contractor"). All such insurance or coverage shall (a) name Landlord and any other related parties designated by Landlord as additional insureds or additional coverage parties, whichever may be applicable by policy, under such party's liability policies as required by Section 10.3, and this Section 10.7, (b) provide a waiver of subrogation in favor of Landlord and any other related parties designated by Landlord under such Third Party Contractor's commercial general liability insurance or coverage, (c) be primary and any insurance carried by Landlord shall be excess and non-contributing, and (d) comply with Landlord's minimum insurance or coverage requirements.

ARTICLE 11

DAMAGE AND DESTRUCTION

11.1 Repair of Damages.

11.1.1 By Landlord. Upon the occurrence of any damage to the Premises or any Building Common Areas serving or providing access to the Premises, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, and subject to all other terms of this Lease, including this Article 11, restore the base, shell and core of the Premises and such Building Common Areas. Such restoration shall be to substantially the Turnover Condition described in the Work Letter with respect to the Premises and to substantially the same condition as existing prior to the occupancy with respect to such Building Common Areas, except for modifications required by the Code and other laws, or any other modifications to the Common Areas deemed desirable by Landlord, provided access to the Premises shall not be materially impaired.

11.1.2 By Tenant. Upon the occurrence of any damage to the Premises, Tenant shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Tenant's reasonable control, and subject to all other terms of this Lease, including this Article 11, repair any injury or damage to the Improvements, alterations and furniture, fixtures and equipment installed in the Premises and shall return the same to substantially their original condition. Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and reasonable approval, all plans, specifications and working drawings relating thereto, and Landlord shall have the right to reasonably approve the contractors selected by Tenant to perform such improvement work.

11.1.3 Damage to Business Rent Abatement. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business, resulting in any way from any damages to the Premises or the repair thereof, provided however, that if a fire or other casualty shall have damaged the Premises or Building Common Areas necessary to Tenant's occupancy, Landlord shall allow Tenant a proportionate abatement of Base Rent and Additional Rent, during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease, and not occupied by Tenant as a result thereof, but in no event shall such Rent abatement continue beyond thirty (30) days following Landlord's completion of restoration of those portions of the Base Building and Building Common Areas necessary for Tenant's use and occupancy of the Premises.

11.2 Landlord Option to Repair. Notwithstanding the terms of Section 11.1, Landlord may elect not to rebuild and/or restore the Premises and/or Building and instead terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of any casualty or damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the Premises, but Landlord may so elect only if the Building is damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred eighty (180) days of the date of discovery of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on the Building shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt; or (iii) the damage is not fully covered by Landlord's insurance policies.

11.3 Last Year of Lease Term. In the event that the Premises or the Building is destroyed or damaged to any substantial extent during the last twelve (12) months of the Lease Term (as may previously been extended), then notwithstanding anything contained in this Article 11, Landlord shall have the option to terminate this Lease by giving written notice to Tenant of the exercise of such option within thirty (30) days after the date of such damage or destruction, in which event this Lease shall cease and terminate as of the date specified in such notice. Upon any such termination of this Lease pursuant to this Section 11.3, Tenant shall pay the Base Rent and Additional Rent, properly apportioned up to such date of termination, and assign to Landlord all insurance proceeds payable to Tenant under Tenant's insurance required under clauses (ii) and (iii) of Section 10.3.2, and the parties shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Lease Term.

11.4 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 11, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or any other portion of the Project. Any statute or regulation of the State of California, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application with respect to any damage or destruction to all or any part of the Premises, the Building or any other portion of the Project.
ARTICLE 12
NONWAIVER

12.1 Failure to Enforce. No waiver of any provision of this Lease by either party shall arise or be implied by any failure or delay of the other party to enforce any provision of this Lease, even if a breach by a party shall continue or be repeated subsequently.

12.2 Writing Required. Any waiver by a party of any provision of this Lease shall be effective only if in writing executed by such party and delivered to the other party.

12.3 Limitations on Waivers. No waiver of any provision shall affect any provision other than the one specified in such waiver, and that any express waiver shall be only for the time and in the manner specifically stated.

12.4 Receipt of Payments. No receipt of monies by Landlord from Tenant before or after the termination of this Lease shall in any way (i) create a waiver of any breach by Tenant of any provision of this Lease, (ii) alter the length of the Lease Term or of Tenant's right of possession hereunder, or (iii) after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any such notice given to Tenant prior to the receipt of such monies. After the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect Rent, and such collection of Rent shall not create a waiver of or in any way affect said notice, suit or judgment.

ARTICLE 13
CONDEMNATION

13.1 Termination Right. If the whole or any material part of the Premises, Building or Project shall be taken by power of eminent domain or condemned, or if any adjacent property or street shall be so taken or condemned, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the right to terminate this Lease as of the date possession is required to be surrendered to the applicable authority by giving Tenant written notice thereof.

13.2 Compensation. Tenant shall not because of any taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file a separate claim available to Tenant for any taking of Tenant's Property. All Rent shall be apportioned as of the date of such termination.

13.3 Continuation of Lease. If Landlord elects not to exercise any termination right, or in case of a temporary taking or a taking of an immaterial part of the Premises, this Lease shall continue in full force and effect and Rent shall be equitably reduced based on the proportion by which the gross leasable area of the Premises is reduced, such reduction in Rent to be effective as of the date the physical taking occurs. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

ARTICLE 14
ASSIGNMENT AND SUBLETTING

14.1 Transfers. Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (each of the foregoing being referred to herein as a "Transfer" and any person or entity to whom any Transfer is made or sought to be made is referred to herein as a "Transferee"). Except as expressly set forth in this Lease, such consent may be withheld in Landlord's sole discretion.

14.2 Consent Request. In connection with any Transfer proposed by Tenant, Tenant shall submit a written request for consent to Landlord ("Consent Request"), together with any information reasonably required by Landlord to enable Landlord to determine (i) the financial responsibility, character, and reputation of the proposed Transferee, (ii) the nature of such Transferee's business, (iii) the proposed use of the applicable portion of the Premises, and (iv) any other reasonable consent parameters. If the proposed transferee is a county or city-operated police agency, then Landlord shall provide in writing either its consent or lack of consent to the proposed Transfer within thirty (30) days following delivery of the Consent Request by Tenant to Landlord. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's reasonable review and processing fees, as well as any reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord, within thirty (30) days after written request by Landlord.
14.3 Intentionally deleted.

14.4 Landlord's Recapture Option. Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of a Consent Request, to recapture the corresponding portion of the Premises, provided Landlord has not consented to the proposed Transfer. Such recapture notice shall cancel and terminate this Lease with respect to such portion of the Premises as of the effective date of the proposed Transfer. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, the Remi reserved herein shall be prorated on the basis of the number of square feet of gross leasable area retained by Tenant in proportion to the number of square feet of gross leasable area contained in the Premises, and this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord has consented to a proposed Transfer as provided in the Consent Request, then Tenant shall be entitled to proceed to Transfer the subject space to the proposed Transferee, subject to provisions of this Article 14.

14.5 Effect of Transfer. If Landlord consents to a Transfer, (i) the provisions of this Lease shall in no way be waived or modified, (ii) such consent shall not constitute consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an executed copy of all documentation pertaining to the Transfer, and (iv) no Transfer shall relieve Tenant or any guarantor of the Lease from any liability under this Lease. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof.

ARTICLE 15
SURRENDER OF PREMISES: OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 Surrender of Premises. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and, notwithstanding such delivery, Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such sublessees or subtenancies.

15.2 Removal of Tenant Property by Tenant. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15 and Section 8.4, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted.

ARTICLE 16
HOLDING OVER

16.1 Month-to-Month Tenancy. If Tenant holds over after the expiration of the Lease Term or any earlier termination of this Lease, with or without the consent of Landlord, such tenancy shall be from month-to-month only and shall not constitute a renewal hereof or an extension for any further term.

16.2 Rent. Rent during any holding over shall be payable at a monthly rate equal to the then fair market rental value as reasonably determined by Landlord.

16.3 Terms of Holding Over. The month-to-month tenancy created by a holding over shall be subject to all other applicable terms contained herein. Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

16.4 Failure to Surrender. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all damages, loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant based upon such failure to surrender and any lost profits to Landlord resulting therefrom.
ARTICLE 17
ESTOPPEL CERTIFICATES

17.1 **Form of Certificate.** Within ten (10) days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate in such form as may be reasonably required by Landlord: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or specifying such defaults if they are claimed); and (c) containing such other matters as are set forth in such form.

17.2 **Reliance on Certificate.** Any such certificate may be relied upon by Landlord and any existing or prospective mortgagee, tenant or purchaser of all or any portion of the Building.

17.3 **Further Documents.** Tenant shall execute and deliver whatever other instruments may be reasonably required in connection with an estoppel certificate.

ARTICLE 18
SUBORDINATION

18.1 **Lease Subordinate.** This Lease shall be subordinate and subordinate to all present and future ground or underlying leases of the Building and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Building or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto.

18.2 **Attestation and Nondisturbance.** Tenant covenants and agrees in the event any proceedings are begun for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease (or enter into a new lease for the balance of the Lease Term upon the same terms and conditions) and not disturb Tenant's occupancy, so long as Tenant timely pays the rent and observes and performs its obligations under this Lease to be observed and performed by Tenant.

18.3 **Assignment: Further Assurances.** Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within ten (10) days after request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or priority of this Lease to any mortgages, trust deeds, ground leases or underlying leases.

ARTICLE 19
DEFAULTS; REMEDIES

19.1 **Events of Default.** The occurrence of any of the following shall constitute a default of this Lease by Tenant:

19.1.1 **Failure to Pay.** Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease when due; or

19.1.2 **Failure to Perform.** Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 19.1.2, any failure by Tenant to observe or perform any provision, covenant or condition of this Lease to be observed or performed by Tenant (other than a failure described in the other subsections of this Section 19.1) where such failure continues for thirty (30) days after written notice from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within ten (10) days after such notice and thereafter diligently proceeds to rectify and cure such default; or

19.1.3 **Insolvency.** To the extent permitted by law, (i) Tenant or any guarantor of this Lease being placed into receivership or conservatorship, or becoming subject to similar proceedings under Federal or State law, or (ii) a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, or (iii) the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law; or (iv) the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or (v) the appointment of a trustee or receiver to take possession of all or
substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within thirty (30) days, or (vi) any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

19.1.4 **Specific Failure Events.** The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 where such failure continues for more than five (5) business days after notice from Landlord; or

19.1.5 **Failure to Commence Business.** Tenant's failure to commence business by the Lease Commencement Date or such extended date as mutually agreed upon by Landlord and Tenant; or

19.1.6 **Notice Periods.** The notice periods provided in this Article 19 are in lieu of, and not in addition to, any notice periods provided by law.

19.2 **Remedies Upon Default.** Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 **Termination.** Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to so, Landlord may, without prejudice to any other remedy which it may have for possession or arrears in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

(a) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws.

The term "rent" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 19.2.1(a) and (b), above, the "worth at the time of award" shall be computed by allowing interest at the Interest Rate. As used in Section 19.2.1(c), above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.2.2 **Continue Lease.** Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 **Equitable Relief.** Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 19.2.1 and 19.2.2, above, or any law or other provision of this Lease), without prior demand or notice except as required by Applicable Laws, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 **No Release of Tenant.** No re-entry or repossession, repairs, maintenance, changes, alterations and additions, relieving, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

19.4 **Landlord Default.** Notwithstanding anything to the contrary set forth in this Lease, Landlord shall be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease if Landlord fails to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall

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commence such performance within such thirty (30) day period and thereafter diligently pursue the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity, but shall not have the right to terminate this Lease unless such default materially affects Tenant's ability to use the Premises for the purposes contemplated herein.

19.5 **Landlord Exculpation.** The liability of Landlord and the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Retail Center or the Premises shall be limited solely and exclusively to an amount which is equal to the lesser of (a) the interest of Landlord in the Building or (b) the equity interest Landlord would have in the Building if the Building were encumbered by third-party debt in an amount equal to eighty percent (80%) of the value of the Building (as such value is determined by Landlord), provided that in no event shall such liability extend to any sales or insurance proceeds received by Landlord or the Landlord Parties in connection with the Retail Center, Building or Premises. Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 19.5 shall inure to the benefit of Landlord, Landlord’s and the Landlord Parties’ present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, neither Landlord nor the Landlord Parties shall be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or any consequential damage, in each case, however occurring. Notwithstanding anything to the contrary contained elsewhere herein, and notwithstanding Landlord’s and/or its Affiliates’ negligence (whether active or passive) or breach of this Lease, Landlord and its Affiliates shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or Personal Property of Tenant, its employees, invitees, customers, agents or contractors or any other person in or about the Premises, except to the extent that such damage or loss is caused by Landlord’s and/or its Affiliates’ gross negligence or willful misconduct not otherwise covered by the insurance Tenant is required to carry, or the insurance Tenant actually carries (but in no event will Landlord be responsible for lost profits or any other consequential damages arising from any cause whatsoever).

**ARTICLE 20**

**COVENANT OF QUIET ENJOYMENT**

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all of the covenants, terms and conditions herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

**ARTICLE 21**

**Intentionally Deleted.**

**ARTICLE 22**

**PROHIBITED PERSONS; OFAC**

The following shall not apply to the City of Inglewood as tenant, but shall apply to any other party as Tenant:

Neither Tenant nor any of its affiliates, nor any of their respective members, partners or other equity holders, and none of their respective officers, directors or managers is, nor prior to or during the Lease Term, will they become a person or entity with whom U.S. persons or entities are restricted from doing business under (a) the Patriot Act (as defined below), (b) any other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including any “blocked” person or entity listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and any modifications thereto or thereof or any other person or entity named on OFAC’s Specially Designated Blocked Persons List) or (c) any other U.S. statute, Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action (collectively, “Prohibited Persons”). Prior to and during the Lease Term, Tenant, and to Tenant’s knowledge, its employees and any person acting on its behalf shall comply and have at all times fully complied with, and are currently in full compliance with, the Foreign Corrupt Practices Act of 1977 and any other applicable anti-bribery or anti-corruption laws. Tenant is not entering into this Lease, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. As used herein, “Patriot Act” shall mean the USA Patriot Act.
of 2001, 107 Public Law 56 (October 26, 2001) and all other statutes, orders, rules and regulations of the U.S. government and its various executive departments, agencies and offices interpreting and implementing the Patriot Act.

ARTICLE 23

SIGNS

Landlord shall provide and maintain signage identifying the Tenant as lessee of the Premises. Tenant shall not install any other signage.

ARTICLE 24

COMPLIANCE WITH LAW

24.1 Applicable Laws. Landlord shall comply with all Applicable Laws relating to the Base Building. Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any Applicable Laws. At its sole expense, Tenant shall promptly comply with all Applicable Laws (including the making of any alterations to the Premises required by Applicable Laws). Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole expense, to comply promptly with such standards or regulations.

24.2 Inspection. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(c) of the California Civil Code, Landlord hereby states as follows:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

24.3 Tenant's Expense. In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (i) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole expense, by a CASp designated by Landlord, subject to Landlord's reasonable rules and requirements; (ii) Tenant, at its sole expense, shall be responsible for making any improvements or repairs within the Premises to correct violations of construction-related accessibility standards; and (iii) if anything done by or for Tenant in its use or occupancy of the Premises shall require any improvements or repairs to the Building, the Retail Center or the Project (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the cost to Landlord of performing such improvements or repairs.

ARTICLE 25

LATE CHARGES

25.1 Payment by Tenant. If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount; provided, however, with regard to the first such failure in any twelve (12) month period, Landlord will waive such late charge to the extent Tenant cures such failure within five (5) City business days following Tenant's receipt of written notice from Landlord that the same was not received when due. The late charge shall constitute Additional Rent. Landlord's right to receive late charges shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

25.2 Interest. In addition to late charges, any Rent or other amounts owing hereunder that are not paid within ten (10) days after the date they are due shall bear interest from the date when due until paid at the "Interest Rate." For purposes of this Lease, the "Interest Rate" shall be an annual rate equal to the lesser of (i) twelve percent (12%) per annum, and (ii) the highest rate permitted by Applicable Laws.

25.3 Application of Payments. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.
ARTICLE 26

LANDLORD'S RIGHT TO CURE DEFAULT

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole expense and without any reduction of Rent (except as otherwise provided herein). If Tenant shall fail to perform any of its obligations under this Lease within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, alter at least five (5) City business days' prior notice to Tenant (or such lesser time as is practicable if there is danger of injury to persons or damage to property in Landlord's good faith belief), make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within thirty (30) days after delivery by Landlord to Tenant of an invoice, sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedy by Landlord of Tenant's defaults pursuant to the provisions of this Article 26.

ARTICLE 27

ENTRY BY LANDLORD

27.1 Right to Enter. Landlord reserves the right at all reasonable times and upon reasonable notice to Tenant to enter the Premises to (i) alter, improve or repair the Premises or the Building if necessary to comply with the Code or other Applicable Laws, or for structural alterations, repairs or improvements to the Building; (ii) perform services required of Landlord; and (iii) perform covenants of Tenant that Tenant fails to perform.

27.2 Emergencies. In an emergency, Landlord shall have the right to use any means that Landlord may deem proper to open the doors in and to the Premises for access.

27.3 No Liability. Any entry into the Premises in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises, nor shall such entry subject Landlord to any liability or damages or entitle Tenant to any abatement of Rent.

ARTICLE 28

PARKING

28.1 Tenant Parking. Landlord shall provide four (4) striped parking spaces within the Project's parking facilities (the "Tenant Parking Spaces") for Tenant's exclusive use for non-personal vehicles. Other than with respect to the Tenant Parking Spaces, Tenant's employees shall be permitted to park, on a non-exclusive basis, only in those certain portions of the Project's parking facilities (if any) specifically designated from time to time by Landlord or the Project Association as parking areas for Tenant's employees, and only to the extent that such parking is then available at any given time. Notwithstanding anything herein to the contrary (but with the exception of the Tenant Parking Spaces), Landlord or the Project Association may from time to time in connection with "Special Events," as such term is defined in Section 29.22 below, require Tenant's employees to park in alternative areas within the Project designated by Landlord or the Project Association. Landlord shall provide and maintain a charging system for three-wheeled and two-wheeled personal transport vehicles in the Project's parking facilities.

28.2 Parking Rules. Tenant's right to use the Project's parking facilities is conditioned upon Tenant abiding by all reasonable rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facilities, including any sticker or other identification system established by Landlord or the Project Association, any limit on the maximum number of parking passes that may be used by Tenant, and Tenant not being in breach of any provision of this Lease.

28.3 Changes and Restrictions. Landlord and the Project Association specifically reserve the right to change the size, configuration, design, layout and all other aspects of the Project's parking facilities at any time. Tenant acknowledges and agrees that Landlord or the Project Association may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Project's parking facilities for purposes of permitting or facilitating any construction, alteration or improvements.

28.4 Parking Program. Landlord or the Project Association may, at any time, utilize tandem parking stalls, "stack" parking, valet parking, access or revenue controls or other parking programs within the parking facilities, including a parking fee and validation program (collectively referred to herein as a "Parking Program"), and Tenant shall comply and cause its employees to comply with any such Parking Program.

28.5 No Monetary Benefit to Tenant. In no event shall Tenant be entitled to any revenue, profit sharing or other monetary benefit from any Parking Program.

28.6 Tenant Employees. Tenant shall, promptly following request therefor, furnish Landlord and the Project Association with a list of the vehicle license numbers of its employees. If Tenant's employees park in any areas of the parking facilities that are not designated by Landlord or the Project Association for their use, Landlord may charge Tenant, as Additional Rent, and Tenant agrees to pay, One Hundred Dollars ($100) per day for each day.
or partial day each such vehicle is parked in such areas, which amount shall be payable to Landlord within ten (10) City business days following written demand.

28.7 **Enforcement Authorization.** Tenant authorizes Landlord and the Project Association, at Tenant's sole expense, to tow away any vehicle belonging to Tenant or its employees parked in violation of these provisions, or to attach violation stickers or notices to such vehicle. In addition, Tenant shall indemnify, defend and hold Landlord and the Project Association harmless from and against any and all claims of the employee and/or owner of the vehicle towed. Landlord or the Project Association may delegate its responsibilities hereunder to a parking operator, in which case such parking operator shall have all the rights of control attributed hereby to the Landlord and the Project Association.

28.8 **Special Event Parking.** Tenant hereby acknowledges that the Project's parking facilities may be utilized for "Special Events," as such term is defined in Section 29.22 below, which may result in intensive and high volume uses of the Project and its parking facilities. In order to facilitate such use, the Project's parking facilities may be temporarily restricted during Special Events, including, without limitation, Landlord's implementation of the following: (i) intentionally deleted; (ii) restricted paths of travel and access; and (iii) increased parking rates during Special Events. Tenant hereby acknowledges that Landlord shall have the ability to impose conditions and restrictions for Special Events, as determined by Landlord in its sole discretion, and that Landlord shall have no liability to Tenant in connection with any such alternative use of the Project's parking facilities; provided, however, that notwithstanding the foregoing, Tenant shall always have access to the Tenant Parking Spaces.

**ARTICLE 29**

**MISCELLANEOUS PROVISIONS**

29.1 **Binding Effect.** Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14.

29.2 **No Air Rights.** No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

29.3 **Modification of Lease.** Should any current or prospective mortgagee or ground lessor for the Building or Project require a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then, Tenant agrees that this Lease may be so modified and agrees to execute, acknowledge when requested and deliver whatever documents are reasonably required within ten (10) days following request.

29.4 **Transfer of Landlord's Interest.** Landlord shall have the unrestricted right to transfer all or any portion of its interest in the Building, the Retail Center, the Project and/or in this Lease. In the event of any transfer by Landlord of its interest in this Lease, Landlord shall promptly provide written notice to Tenant, and automatically be released from all liability under this Lease first accruing after the date of such transfer. Tenant agrees to look solely to Landlord's transferee for the performance of Landlord's obligations hereunder accruing after the date of transfer, and Tenant shall look to such transferee.

29.5 **Time of Essence/City Business Days.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor. Unless the context otherwise requires, references to "days" shall refer to calendar days except if such references are to "City business days" which shall mean days that are not Saturday, Sunday, a legal holiday, or days on which Inglewood City Hall is closed for business to the general public. Notwithstanding the foregoing, if any period terminates on a Saturday, Sunday, a day on which Inglewood City is closed for general business to the public a legal holiday, under the laws of the State of California, the termination of such period shall be on the next succeeding City business day.

29.6 **Partial Invalidity.** If any term contained in this Lease shall be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

29.7 **Substitution of Other Premises.** Landlord shall have the right to move Tenant to other space in the Project comparable to the Premises, and all terms hereof shall apply to the new space with equal force. In such event, (i) Landlord shall give Tenant (including the Chief of Police) at least one hundred twenty (120) days prior written notice of such relocation, including the location of the new premises; (ii) Landlord, at no expense to Tenant, shall pay for and construct the new police storefront facility meeting the same requirements as set forth on Exhibit C as Landlord's Work and obtains a certificate of occupancy for the new premises at least fifteen days before relocation occurs, and (iii) Landlord, at no expense to Tenant, shall pay Tenant's actual moving costs for transferring equipment and materials to the new premises. In order to ensure a smooth transition and relocation, the parties shall coordinate and cooperate with each other during such relocation. Simultaneously with such relocation of the
Premises, the parties shall immediately execute an amendment to this Lease stating and providing for the relocation of the Premises.

29.8 Entire Agreement; Modifications; Interpretation. There are no oral agreements between the parties hereto affecting this Lease or the subject matter of this Lease, and this Lease constitutes the parties' entire agreement and understanding with respect to the leasing of the Premises. This Lease supersedes and replaces any and all previous negotiations, arrangements, brochures, letters of intent, agreements and understandings, if any, whether verbal or in writing, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter of this Lease, and none thereof shall be used to interpret or construe this Lease.

29.8.1 Only Written Modification. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed and delivered by the parties.

29.8.2 No Presumptions. Any deletion or modification of any language in any draft of this Lease prior to its execution by the parties shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of any deleted language.

29.8.3 Rules of Interpretation. The parties acknowledge and agree that each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

29.8.4 References to this Agreement. All references herein to articles, sections, headings, exhibits or initially capitalized defined terms shall, unless explicitly stated otherwise, mean articles, sections, headings, exhibits and initially capitalized defined terms set forth in this Lease. All references to this Lease include all exhibits, including, without limitation, the Work Letter.

29.8.5 Headings for Convenience. All headings and captions used herein are for convenience only and shall not be used in the interpretation or construction of this Agreement.

29.9 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform any provision of this Lease, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease, is referred to herein as a “Force Majeure.”

29.9.1 Delay Period. Notwithstanding anything to the contrary contained in this Lease, if the occurrence of a Force Majeure causes the delay by a party of its performance of an obligation under this Lease (other than payment of Rent by Tenant), such occurrence shall excuse such performance for a period (the “Delay Period”) equal to the duration of any such Force Majeure. Without limiting the foregoing, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the number of days of the Delay Period caused by a Force Majeure.

29.9.2 Intentionally deleted.

29.9.3 Notice of Delay. The party delayed by a Force Majeure shall use reasonable efforts to give the other party written notice of such delay within ten days of the commencement of any Force Majeure.

29.10 Waiver of Redemption by Tenant. Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

29.11 Notices. All notices, demands, statements or communications (collectively, “Notices”) given or required to be given by either party to the other hereunder, or to a mortgagee, ground or underlying lessor, shall be in writing, shall be (A) delivered by a nationally recognized overnight courier, or (B) delivered personally. Any such Notice shall be delivered (i) to Tenant at the address set forth in Section 1 of the Basic Provisions, or to such other place as Tenant may from time to time designate in a Notice to Landlord; or (ii) to Landlord and its counsel at the addresses set forth in Section 1 of the Basic Provisions, or to such other places as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given one (1) business day after delivery to a nationally recognized overnight carrier or, if delivered personally, when actually delivered. If Tenant is notified of the identity and address of Landlord’s mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease in the manner specified herein. A mortgagee, ground or underlying lessor receiving a Notice of a default by Landlord shall have a reasonable opportunity to cure such default (but in no event less than thirty (30) days following such mortgagee or ground or underlying lessor's receipt of such notice) prior to Tenant's exercising any remedy available to Tenant. The party delivering Notice shall use commercially reasonable efforts to provide a courtesy copy of such Notice to the receiving party via electronic mail, but the failure of such electronic delivery shall not affect the validity of any Notice properly delivered either personally or by a nationally recognized courier.

29.12 Intentionally deleted.

29.13 Attorney's Fees. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees,
incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. In the event of any bankruptcy filing by Tenant or its affiliates that results in Landlord incurring costs and expenses, including attorneys’ fees, Landlord shall be entitled to reimbursement by Tenant of such attorneys’ fees, costs and expenses. The amount of such fees, costs and expenses shall be as determined by any court or other tribunal having jurisdiction, including matters on appeal.

29.14 **Governing Law; Judicial Reference.** This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

(a) **The Parties Hereby Waive, to the Fullest Extent Permitted by Law, the Right to Trial by Jury in Any Litigation Arising Out of or Relating to This Lease.** If the Jury Waiver Provisions of this Section 29.14 Are Not Enforceable Under California Law, Then the Following Provisions Shall Apply. It Is the Desire and Intention of the Parties to Agree Upon a Mechanism and Procedure Under Which Controversies and Disputes Arising Out of This Lease or Related to the Premises Will Be Resolved in a Prompt and Expedient Manner. Accordingly, Except With Respect to Actions for Unlawful or Forcible Detainer or with Respect to the Preliminary Remedy of Attachment, or as Stated in the Last Sentence of This Section 29.14, Any Action, Proceeding or Counterclaim Brought by Either Party Herein Against the Other (and/or Against Its Officers, Directors, Employees, Agents or Subsidiaries or Affiliated Entities) on Any Matters Whatsoever Arising Out of or in Any Way Connected With This Lease, Tenant’s Use or Occupancy of the Premises and/or Any Claim of Injury or Damage, Whether Sound in Contract, Tort, or Otherwise, Shall Be Heard and Resolved by a Referee Under the Provisions of the California Code of Civil Procedure, Sections 658 — 654.1, Inclusive (as Same May Be Amended, or Any Successor Statute(s) Thereto) (the “Referee Sections”).

(b) **Any Fee to Initiate the Judicial Reference Proceedings and All Fees Charged and Costs Incurred by the Referee Shall Be Paid by the Party Initiating Such Procedure (Except That If a Reporter Is Requested by Either Party, Then a Reporter Shall Be Present at All Proceedings Where Requested and the Fees of Such Reporter — Except for Copies Ordered by the Other Parties — Shall Be Borne by the Party Requesting the Reporter); Provided However, That Allocation of the Costs and Fees, Including Any Initiation Fee, of Such Proceeding Shall Be Ultimately Determined in Accordance With Section 29.13.**

(c) **The Venue of the Proceedings Shall be in the County in Which the Premises Are Located.**

(d) **Within Ten (10) Days of Receipt by Any Party of a Written Request to Resolve Any Dispute or Controversy Pursuant to This Section 29.14, the Parties Shall Agree Upon a Single Referee Who Shall Try All Issues, Whether of Fact or Law, and Report a Finding and Judgment on Such Issues As Required by the Referee Sections. If the Parties Are Unable to Agree Upon a Referee Within Such Ten (10) Day Period, Then Any Party May Thereafter File a Lawsuit in the County in Which the Premises Are Located for the Purpose of Appointment of a Referee Under the Referee Sections. If the Referee Is Appointed by the Court, the Referee Shall Be a Neutral and Impartial Retired Judge With Substantial Experience in the Relevant Matters to Be Determined, From JAMS, the American Arbitration Association or Similar Mediation/Arbitration Entity.**

(e) **The Proposed Referee May Be Challenged by Any Party for Any of the Grounds Listed in the Referee Sections.**

(f) **The Referee Shall Have the Power to Decide All Issues of Fact and Law and Report His or Her Decision on Such Issues, and to Issue All Recognized Remedies Available at Law or in Equity for Any Cause of Action That Is Before the Referee, Including an Award of Attorneys’ Fees and Costs in Accordance With This Lease. The Referee Shall Not, However, Have the Power to Award Punitive Damages, Nor Any Other Damages Which Are Not Permitted by the Express Provisions of This Lease, and the Parties Hereby Waive Any Right to Recover Any Such Damages.**

(g) **The Parties Shall Be Entitled to Conduct All Discovery As Provided in the California Code of Civil Procedure, and the Referee Shall Oversee Discovery and May Enforce All Discovery Orders in the Same Manner As Any Trial Court Judge, With Rights to Regulate Discovery and to Issue and Enforce**
SUBPOENAS, PROTECTIVE ORDERS AND OTHER LIMITATIONS ON DISCOVERY AVAILABLE UNDER CALIFORNIA LAW.


(j) ANY DECISION OF THE REFEREE AND/OR JUDGMENT OR OTHER ORDER ENTERED THEREON SHALL BE APPEALABLE TO THE SAME EXTENT AND IN THE SAME MANNER THAT SUCH DECISION, JUDGMENT, OR ORDER WOULD BE APPEALABLE IF RENDERED BY A JUDGE OF THE SUPERIOR COURT IN WHICH VENUE IS PROPER HEREUNDER. THE REFEREE SHALL IN HIS/HER STATEMENT OF DECISION SET FORTH HIS/HER FINDINGS OF FACT AND CONCLUSIONS OF LAW.

(k) THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH THE CODE OF CIVIL PROCEDURE.

(l) NOTHING IN THIS SECTION 29.14 SHALL PREJUDICE THE RIGHT OF ANY PARTY TO OBTAIN PROVISIONAL RELIEF OR OTHER EQUITABLE REMEDIES FROM A COURT OF COMPETENT JURISDICTION AS SHALL OTHERWISE BE AVAILABLE UNDER THE CODE OF CIVIL PROCEDURE AND/OR APPLICABLE COURT RULES.

29.15 Brokers Each of Landlord and Tenant warrants to the other that such party has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section K of the Basic Provisions (if any) (the "Brokers"), and that such party knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party.

29.16 Counterparts; Signatures. This Lease may be executed in counterparts with the same effect as if all parties thereto had executed the same document. The parties hereto consent and agree that this Lease may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (i) to the extent a party signs this Lease using electronic signature technology, by clicking "SIGN", such party is signing this Lease electronically, and (ii) the electronic signatures appearing on this Lease shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

29.17 Confidentiality. Tenant acknowledges that the contents of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.

29.18 Development of the Project.

29.18.1 Subdivision. Landlord reserves the right to further subdivide all or a portion of the Project subject to applicable City code and/or requirements. Tenant agrees to execute, acknowledge where appropriate and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents needed to conform this Lease to the circumstances resulting from such subdivision.

29.18.2 The Other Improvements. If portions of the Project or property adjacent to the Project (collectively, the "Other Improvements") are owned by an entity other than Landlord, Landlord, at its option, may enter into an agreement with the owner or owners of any or all of the Other Improvements to provide (i) for reciprocal rights of access and/or use of the Project and the Other Improvements, (ii) for the common management, operation,
maintenance, improvement and/or repair of all or any portion of the Project and the Other Improvements, (iii) for the allocation of a portion of the Direct Expenses to the Other Improvements and the operating expenses and taxes for the Other Improvements to the Project, and (iv) for the use or improvement of the Other Improvements and/or the Project in connection with the improvement, construction, and/or excavation of the Other Improvements and/or the Project. Nothing contained herein shall be deemed or construed to limit or otherwise affect Landlord's right to convey all or any portion of the Project or any other of Landlord's rights described in this Lease.

29.18.3 Construction of Project and Other Improvements. Tenant acknowledges that portions of the Project and/or the Other Improvements may be under construction following Tenant's occupancy of the Premises including, without limitation, expanding or reducing the Retail Center from time to time in connection with Phase I, Phase II and other retail areas within the Project, as may be determined by Landlord in its sole discretion, and in connection with any such construction, Landlord or the Project Association may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building and Common Areas, which work may create noise, dust or leave debris in the Building and Common Areas and that such construction may result in levels of noise, dust, obstruction of access, etc. which are in excess of that present in a fully constructed project. Tenant hereby waives any and all rent offsets or claims of constructive eviction which may arise in connection with such construction.

29.18.4 Renovations. Landlord or the Project Association may during the Lease Term construct, renovate, improve, alter, or modify (collectively, the "Renovations") the Project, the Building and/or the Premises, and in connection with any Renovations, Landlord or the Project Association may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building and Common Areas, which work may create noise, dust or leave debris in the Building and Common Areas. Tenant hereby agrees that such Renovations and Landlord's and the Project Association's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent or damages from Landlord or the Project Association.

29.19 Hazardous Substances. Tenant shall not cause or permit any hazardous materials or substances to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises or the Project by Tenant, its agents, employees, contractors, affiliates, sublessees or invitees. However, notwithstanding the preceding sentence, Landlord agrees that Tenant may use, store and properly dispose of commonly available household cleaners and chemicals to maintain the Premises and Tenant's routine operations (such as printer toner and copier toner), in accordance with Applicable Laws. At any time following Tenant's receipt of a request from Landlord, Tenant shall promptly complete an "environmental questionnaire" using the form then provided by Landlord.

29.20 No Discrimination. Tenant covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, sex, religion, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, or enjoyment of the Premises, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the Premises.

29.21 Project Identification. Tenant shall not use, publish or distribute any pictorial or other representation of the Project, or its name or logo, by any means, without the prior written consent of Landlord. Tenant shall not, without the prior written consent of Landlord, use the words "Hollywood Park" (except that Tenant may use "Hollywood Park" in connection with identifying the address of the business conducted by Tenant in the Premises), nor shall Tenant do or permit the doing of anything in connection with Tenant's business or advertising that may confuse or mislead the public as to the relationship between Landlord and Tenant.

29.22 Special Events. Tenant hereby acknowledges that the Project consists of certain unique entertainment venues and other improvements that will result in certain portions of the Project being utilized from time to time for special events including, without limitation, professional football games, the Olympic Games, the World Cup, the Super Bowl, collegiate or other athletic tournaments, awards shows, conventions, outdoor markets, promotional events and filming (collectively, "Special Events"). The occurrence of any Special Events may result in modified or otherwise particularly intensive uses of the Project, such as queuing of visitors within certain portions of the Common Areas, intensive uses and traffic, increased security measures, presence of emergency personnel, and temporarily closed or restricted access to Common Areas, parking areas and paths of travel within the Project (including, without limitation, areas located immediately adjacent to the Premises). Tenant hereby acknowledges the importance of such Special Events for the Project and agrees to cooperate with Landlord and any third parties as necessary for coordinating and conducting any Special Events. Tenant expressly waives any and all claims for (i) Rent offsets, (ii) constructive eviction, or (iii) damages or other remedy of any kind whatsoever as a consequence of the occurrence of Special Events, or which may otherwise arise in connection with such Special Events and Landlord's implementation thereof.

29.23 Intentionally deleted.

29.24 Satellite. Tenant shall not be permitted to install any satellite dish or antenna on the roof of the Project except during such emergency situations requiring such installation.

HOLLYWOOD PARK RETAIL CENTER

[Insert Tenant Name]
IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

TENANT:

CITY OF INGLEWOOD

______________________________
James T. Butts, Jr.
Mayor

ATTEST:

______________________________
Aisha Thompson,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos
City Attorney

______________________________
Kenneth R. Campos

LANDLORD:

HOLLYWOOD PARK RETAIL / COMMERCIAL INVESTORS, LLC,
a Delaware limited liability company

By: ____________________________

Name: _________________________

Title: _________________________

APPROVED
Kane Ballmer & Berksman
City Special Counsel

______________________________
Royce K. Jones
The purpose of this Exhibit is to show the approximate configuration of the Retail Center within the Project. It shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Retail Center or Project will be, or will remain, as depicted hereon, or that the tenants shown hereon (if any) are now, or will be, in occupancy at any time during the Lease Term.
The purpose of this Exhibit is to show the approximate configuration and location of the Premises within the Building. It shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Premises will be, or will remain, as depicted hereon, or that the tenants shown hereon (if any) are now, or will be, in occupancy at any time during the Lease Term.
The purpose of this Exhibit is to show the approximate configuration and location of the Project. It shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Project will be, or will remain, as depicted hereon, or that the tenants shown hereon (if any) are now, or will be, in occupancy at any time during the Lease Term.
EXHIBIT B

OPERATING EXPENSE DEFINITIONS AND CALCULATION PROCEDURES

Until the City Revenue Hurdle is achieved, Tenant shall not be obligated to pay any Operating Expenses or Utilities Costs as part of Direct Expenses, without limiting Tenant’s obligation to pay Tenant’s Share of Tax Expenses. From and after the date the City Revenue Hurdle is achieved, Tenant shall pay Tenant’s Share of all Direct Expenses as defined below, including Operating Expenses and Utilities Costs.

1.1 Definitions of Key Terms Relating to Additional Rent. As used in this Exhibit B, the following terms shall have the meanings hereinafter set forth:

1.1.1 “Direct Expenses” shall mean (i) "Operating Expenses," “Tax Expenses” and “Utilities Costs” attributable to the Retail Center and the Retail Center Common Areas and (ii) those portions of the “Operating Expenses,” “Tax Expenses” and "Utilities Costs" attributable to the Project Common Areas that are allocated to the Retail Center pursuant to the Project Declaration.

1.1.2 “Expense Year” shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires, provided that Landlord, upon written notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant’s Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

1.1.3 “Operating Expenses” shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues during any Expense Year (whether directly, or indirectly as assessments under the Project Declaration) because of or in connection with the ownership, management, maintenance, security, repair, replacement, renovation, restoration or operation of the Retail Center, the Retail Center Common Areas and the Project Common Areas (collectively, the “Shared Expenses Areas”), or any portion thereof, in accordance with sound real estate management and accounting practices, consistently applied. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following:

(a) the cost of operating, repairing, replacing, maintaining, renovating and restoring the utility, telephone, mechanical, sanitary, grease traps, storm drainage, and escalator and elevator systems, and the cost of maintenance and service contracts in connection therewith;

(b) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a governmental mandated transportation system management program or similar program, or any valet and/or employee transportation to offsite parking provided by Landlord or the Project Association;

(c) the cost of all insurance carried or paid for by Landlord or the Project Association in connection with the Shared Expense Areas;

(d) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Shared Expense Areas, or any portion thereof;

(e) costs incurred in connection with the parking areas servicing the Shared Expense Areas;

(f) fees and other costs, including management fees (including a Project management fee equal to fifteen percent (15%) of Tenant’s Share of Direct Expenses), reasonable consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance, replacement, renovation, repair and restoration of the Shared Expense Areas;

(g) payments under any equipment rental agreements and the fair rental value of any management office space;

(h) wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons (other than persons generally considered to be higher in rank than the position of “Senior Asset Manager”) engaged in the operation, maintenance and security of the Shared Expense Areas;

(i) costs under any instrument pertaining to the sharing of costs by the Shared Expense Areas;

(j) operation, repair, maintenance, renovation, replacement and restoration of all systems and equipment and components thereof of the Shared Expense Areas;

(k) the cost of janitorial, alarm, security, cable, wireless internet and other services, replacement, renovation, restoration and repair of wall and floor coverings, ceiling tiles and fixtures in Common
Areas, maintenance, replacement, renovation, restoration and repair of curbs, walkways, plazas and parking areas, repair to roofs and re-roofing;

(1) amortization of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Shared Expense Areas, or any portion thereof (which amortization calculation shall include interest at a commercially reasonable rate as determined in good faith by Landlord;

(m) the cost of capital improvements or other costs incurred in connection with the Shared Expense Areas (A) which are intended to effect economies in the operation or maintenance of the Shared Expense Areas, or any portion thereof, (B) that are required to comply with present or anticipated conservation programs or to otherwise further sustainability measures, (C) which are replacements or modifications of nonstructural items located in the Shared Expense Areas required to keep the Shared Expense Areas in good order or condition, (D) that are required under any governmental law or regulation by a federal, state or local governmental agency, except for capital repairs, replacements or other improvements to remedy a condition existing prior to the Lease Commencement Date which an applicable governmental authority, if it had knowledge of such condition prior to the Lease Commencement Date, would have then required to be remedied pursuant to then-current governmental laws or regulations in their form existing as of the Lease Commencement Date and pursuant to the then-current interpretation of such governmental laws or regulations by the applicable governmental agency as of the Lease Commencement Date or (E) that relate to the safety or security of the Shared Expense Areas or any portion thereof provided, however, that any capital expenditure shall be amortized with interest at the Interest Rate over the shorter of (X) seven (7) years, or (Y) its useful life as Landlord or the Project Association shall reasonably determine in accordance with sound real estate management and accounting practices consistently applied or (Z) with respect to those items included under item (A) above, their recovery/payback period as Landlord or the Project Association or the Building Operator shall reasonably determine in accordance with sound real estate management and accounting practices;

(n) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord or the Project Association by, any federal, state or local government for fire and police protection, trash removal, community services, or other services that do not constitute “Tax Expenses” as that term is defined in Section 1.1.4(a);

(o) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Building, including the CC&Rs; (vi) costs of maintaining and monitoring LEED Certification, and

(p) costs of any additional services not provided to the Shared Expense Areas as of the Lease Commencement Date but which are thereafter provided by Landlord or the Project Association in connection with its prudent management of the Shared Expense Areas.

1.1.4 Taxes.

(a) “Tax Expenses” shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, extraordinary (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, furnishings, furniture and other personal property used in connection with the Shared Expense Areas, or any portion thereof), which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Shared Expense Areas, or any portion thereof. Tax Expenses shall include, without limitation, any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities. Tax Expenses shall also include any governmental or private assessments or the Shared Expense Area’s contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies.

(b) Any costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred in attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid. Refunds of Tax Expenses shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as Additional Rent under this Exhibit B for such Expense Year. If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord upon written demand Tenant’s Share of any such increased Tax Expenses included by Landlord as Tax Expenses pursuant to this Lease.
Landlord shall have the right, from time to time, to equitably allocate all of the constituent components of Tax Expenses to either the (i) “improvement” components of Tax Expenses attributable to the then-developed Retail Center (including, without limitation, expanding or reducing the Retail Center from time to time in connection with Phase I, Phase II and other retail areas within the Project, as may be determined by Landlord in its sole discretion) (collectively, “Improvement Components”) or (ii) the “land” components of Tax Expenses attributable to the entirety of the Retail Center (“Land Components”), as appropriate. Tax Expenses shall be determined from time-to-time as the sum of the following amounts: (x) the Improvement Components, plus (y) the product of (A) the Land Components, and (B) a fraction, the numerator of which is the total area of that certain portion of the land contained within the then-developed Retail Center (including, without limitation, expanding or reducing the Retail Center from time to time in connection with Phase I, Phase II and other retail areas within the Project, as may be determined by Landlord in its sole discretion), and the denominator of which is total area of the land underlying the entire Retail Center.

1.1.5 “Tenant’s Share” shall initially mean the percentage set forth in Section F of the Basic Provisions. Tenant’s Share is calculated by dividing the gross leasable area of the Premises by the gross leasable area attributable from time to time to the Retail Center. The current gross leasable area of the Retail Center is set forth in Section B(2) of the Basic Provisions. In the event the gross leasable area of the Retail Center is remeasured or otherwise modified by Landlord in connection with any addition or deletion of buildings (or portions thereof) to or from the Retail Center, Tenant’s Share, following written notice to Tenant, shall be appropriately adjusted, and, as to the Expense Year in which such change occurs, Tenant’s Share for such Expense Year shall be determined on the basis of the number of days during such Expense Year that such Tenant’s Share was in effect.

1.1.6 “Utilities Costs” shall mean all actual charges and costs for utilities for the Shared Expense Areas which Landlord shall pay or incur during any Expense Year, including, but not limited to, the costs of water, sewer and electricity, and the costs of HVAC (including the cost of electricity to operate the HVAC air handlers) and other utilities (but excluding those charges for which tenants directly reimburse Landlord or otherwise pay directly to the utility company) as well as related fees, assessments and surcharges. If, during all or any part of any Expense Year, Landlord does not provide any utilities (the cost of which, if provided by Landlord, would be included in Utilities Costs) to a tenant who has undertaken to provide the same instead of Landlord, Utilities Costs shall be deemed to be increased by an amount equal to the additional Utilities Costs which would reasonably have been incurred during such period by Landlord if Landlord had at its own expense provided such utilities to such tenant. Utilities Costs shall include any costs of utilities which are allocated to the Shared Expense Areas under any declaration, restrictive covenant, or other instrument pertaining to the sharing of costs by the Shared Expense Areas or any portion thereof, including the CC&Rs.

1.2 Cost Pools. Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses among different portions or occupants of the Building, Retail Center and/or Project, as appropriate (the “Cost Pools”), in Landlord’s reasonable discretion. The Direct Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner.

1.3 Calculation and Payment of Additional Rent.

1.3.1 Statement of Estimated Direct Expenses. Landlord shall give Tenant a yearly expense estimate statement (the “Estimate Statement”) which shall set forth in general major categories Landlord’s reasonable estimate (the “Estimate”) of what the total amount of Direct Expenses for the then-current Expense Year shall be. Tenant shall pay one-twelfth (1/12th) of Tenant’s Share of the Estimate to Landlord in monthly installments commencing on the Lease Commencement Date and continuing thereafter on the first day of each calendar month; however, if the Lease Commencement Date is not the first (1st) day of the month, then the first installment shall be prorated in the manner provided in Section 3.3 of the Lease. Landlord shall use commercially reasonable efforts to deliver such Estimate Statement to Tenant on or before May 1 following the end of the Expense Year to which such Estimate Statement relates. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Additional Rent under this Exhibit B, nor shall Landlord be prohibited from revising any Estimate Statement thereafter delivered to the extent necessary. Thereafter, Tenant shall pay, within thirty (30) days after receipt of the Estimate Statement, a fraction of Tenant’s Share of the Estimate for the then-current Expense Year (reduced by any amounts paid pursuant to the second to last sentence of this Section 1.3.1). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time), Tenant shall pay monthly, on the first (1st) day of each calendar month, an amount equal to one-twelfth (1/12th) of Tenant’s Share of the total Estimate set forth in the previous Estimate Statement delivered by Landlord to Tenant. Throughout the Lease Term Landlord shall maintain records with respect to Direct Expenses in accordance with generally accepted real estate accounting and management practices, consistently applied.

1.3.2 Statement of Actual Direct Expenses and Payment by Tenant. Following the end of each Expense Year, Landlord shall give to Tenant a statement (the “Statement”) that shall state in general major categories the Direct Expenses incurred or accrued for such preceding Expense Year. Landlord shall use commercially reasonable efforts to deliver such Statement to Tenant on or before May 1 following the end of the Expense Year to which such Statement relates. If the Statement shows that Tenant’s Share of the actual Direct Expenses exceeds the amount of Direct Expenses paid by Tenant for such Expense Year, Tenant shall pay, within thirty (30) days after receipt of the Statement, the full amount of the deficiency for such Expense Year, and if Tenant paid more than the actual Direct Expenses, Tenant shall receive a credit in the amount of Tenant’s overpayment against Rent due next
under this Lease. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing its rights under this Exhibit B. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Direct Expenses for the Expense Year in which this Lease terminates, if a deficiency is present, Tenant shall, within thirty (30) days after receipt of the Statement, pay to Landlord such amount, and if Tenant paid more than the actual Direct Expenses, Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of the overpayment. The provisions of this Section 13.2 shall survive the expiration or earlier termination of the Lease Term. Notwithstanding the immediately preceding sentence, Tenant shall not be responsible for Tenant's Share of any Direct Expenses attributable to any Expense Year which are first billed to Tenant more than two (2) calendar years after the Lease Expiration Date, provided that in any event Tenant shall be responsible for Tenant's Share of Direct Expenses that (x) were levied by any governmental authority or by any public utility companies, and (y) Landlord had not previously received an invoice therefor and which are currently due and owing (i.e., costs invoiced for the first time regardless of the date when the work or service relating to this Lease was performed), at any time following the Lease Expiration Date which are attributable to any Expense Year.
EXHIBIT C

WORK LETTER

This Work Letter shall set forth the terms and conditions relating to the construction of the Premises. This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Articles or Sections of “this Lease” shall mean the relevant portions of Articles 1 through 29 of the Retail Lease to which this Work Letter is attached as Exhibit C, and all references in this Work Letter to Sections or to Sections of “this Work Letter” shall mean the relevant Sections 1 through 5 of this Work Letter.

SECTION 1

DELIVERY OF THE PREMISES

Landlord shall deliver the Premises to Tenant (such delivery date is referred to herein as the “Delivery Date”), which Delivery Date shall be on or about three business days following the Effective Date, and Tenant shall accept the Premises from Landlord with “Landlord’s Work,” as that term is defined in Schedule 1 to this Work Letter, substantially completed in accordance with the “Landlord Construction Specifications,” as that term is defined in Schedule 1. Such condition of the Premises with Landlord’s Work substantially completed may be referred to as the “Turnover Condition.”
SCHEDULE 1 TO EXHIBIT C

LANDLORD'S CONSTRUCTION SPECIFICATIONS

(Per Section 16.4 of the Development Agreement)

Landlord Work: Landlord shall construct the police substation facility ("Substation Facility") and related improvements located within the area depicted per Exhibit A.1 of the Lease and shall include the following improvements and fixtures: reception area for walk in traffic and customer service; private office area for on lead officer; open area with desk or cubicles for officers; storage area for bikes and other equipment; interview room; holding area designed in accordance with State law; male bathroom and locker area; female bathroom and locker area; one shower facility; internet connections for desktop computers; onsite furnishings required for police storefront (i.e. desks, chairs, tables, counter); installation of electrical outlets, lighting and HVAC; charging system for three-wheeled and two-wheeled electrical personal transporter (e.g. T-3) located in storage or parking area.

General: Landlord shall not be deemed to be in default with respect to the performance of any of its construction obligations herein if such default is due to any strike, lockout, civil commotion or invasion, rebellion, hostilities, sabotage, government regulations or controls, inability to obtain materials, services or financing, inclement weather, acts of God, delay on the part of Tenant or other causes beyond the control of Landlord.
Schedule 2 to Exhibit C

Tenant’s Scope: Tenant shall provide and pay for any and all additional items required to make the Substation Facility operational, including, but not limited to, computer servers, racks and cabling, copiers, refrigerators, microwaves, trash and recycling, art, plants, hand-held systems for communication, devices, radios, telephones and computers. Tenant shall also reimburse Landlord for any requested additional brackets, power/data outlets, lights, etc.

Landlord’s Right to Perform Work: Landlord shall have the right, but not the obligation, to perform, on behalf of and for the account of Tenant, subject to reimbursement of the cost thereof from Tenant, any and all of the Tenant’s work which Landlord determines, in its sole discretion, should be performed immediately and on an emergency basis or for the best interest of the Retail Center, including, without limitation, work which pertains to structural components, mechanical, sprinkler and general utility systems, roofing and removal of unduly accumulated construction material and debris.
EXHIBIT D
NOTICE OF LEASE TERM DATES

To:

________________________
________________________
________________________

Re: Retail Lease dated 20__ between __________________, a 
________________________ (“Landlord”), and ____________ a 
________________________ (“Tenant”) concerning Suite ____ on floor(s) ______ of the 
building located at ______________________, Inglewood, California.

Ladies and Gentlemen:

In accordance with the Retail Lease (the “Lease”), we wish to advise you and/or confirm as follows:

1. The Lease Term shall commence on or has commenced on __________ for a term of 
   __________________ ending on ____________.
2. Rent commenced to accrue on ____________, in the amount of ____________.
3. If the Lease Commencement Date is other than the first day of the month, the first billing will contain a 
   pro rata adjustment. Each billing thereafter shall be for the full amount of the monthly installment 
   as provided for in the Lease.
4. Your rent checks should be made payable to _______________ at ________________.
5. The exact number of gross leasable square feet within the Premises is __________ square feet.
6. Tenant's Share as adjusted based upon the exact number of square feet of gross leasable area within the Premises is ________%.

"Landlord":

________________________

By: ______________________
   Name: ____________________
   Its: _______________________  

Agreed to and Accepted as of ______, 20__

"Tenant":

________________________

By: ______________________
   Name: ____________________
   Its: _______________________
EXHIBIT E

Intentionally deleted.
EXHIBIT F

RULES AND REGULATIONS

1. No sign, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Project or in any part of the Common Areas without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord, using materials and in a style and format approved by Landlord. All exhibits and verbiage in the Lease to prevail.

2. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises, in Landlord's sole discretion. No awnings or other projection shall be attached to the outside walls of the Project without the prior written consent of Landlord.

3. Except as necessary in carrying out its functions and duties at the Facility Station, Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, or loading docks of the Project. Neither Tenant nor any employee, invitee, agent, licensee or contractor of Tenant shall go upon or be entitled to use any portion of the roof of the Project unless first approved by Landlord.

4. All cleaning and janitorial services for the Premises shall be provided, at Tenant's sole expense, exclusively by or through Tenant or Tenant's janitorial contractors in accordance with the provisions of Tenant's Lease. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

5. Tenant, upon termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to, or otherwise procured by Tenant.

6. Electric wires, telephones, burglar alarms or other similar apparatus shall not be installed in the Premises except with the approval and under the direction of Landlord. The location of telephones, call boxes and any other equipment affixed to the Premises shall be subject to the reasonable approval of Landlord. Any installation of telephones, telegraph, electric wires or other electric apparatus made without permission shall be removed by Tenant at Tenant's own expense.

7. Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities required in connection with Tenant's Permitted Use, subject to any express provisions of Tenant's Lease to the contrary. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors or vibrations, nor shall Tenant bring into or keep in or about the Premises any birds or animals.

8. Tenant shall not use any method of heating or air-conditioning other than that supplied by Landlord, or as detailed in the Lease.

9. Landlord reserves the right from time to time, in Landlord's sole and absolute discretion, exercisable without prior notice and without liability to Tenant: (a) to name or change the name of the Retail Center or Project; (b) to change the address of the Retail Center or Project, and/or (c) to install, replace or change any signs in, on or about the Common Areas, Retail Center or Project (except for Tenant's signs, if any, which are expressly permitted by Tenant's Lease).

10. Tenant shall close and lock all doors of its Premises and entirely shut off all water faucets or other water apparatus, unless otherwise needed for Tenant's business and, except with regard to Tenant's computers and other equipment, if any, which reasonably require electricity on a 24-hour basis, all electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Project or by Landlord for noncompliance with this rule.

11. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substances of any kind whatsoever shall be thrown therein.

12. Tenant shall not make any room-to-room solicitation of business from other tenants in the Project. Tenant shall not use the Premises for any business or activity other than that specifically provided for in the Lease.

13. Except as otherwise permitted and/or necessary to carry out its functions and duties at the Facility Station, Tenant shall not: (i) install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Project; or (ii) interfere with radio or television broadcasting or reception from or in the Project or elsewhere.

14. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Common Areas and other portions of the Project are expressly prohibited, and each tenant shall cooperate to prevent same.

15. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Project.
16. Tenant shall store all its trash and garbage within its Premises or in designated trash containers or enclosures within the Project. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions reasonably issued from time to time by Landlord.

17. The Premises shall not be used for lodging or for manufacturing of any kind.

18. Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by Landlord, and Tenant also shall provide Landlord with the name of a designated responsible principal or employee to represent Tenant in all matters pertaining to such fire or security regulations. Tenant shall cooperate fully with Landlord in all matters concerning fire and other emergency procedures.

19. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage. Such responsibility shall include keeping doors locked and other means of entry to the Premises closed.

20. The requirements of Tenant will be attended to only upon the appropriate application to Landlord or Landlord's designated representative by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

21. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other such tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any and all of the tenants in the Project.

22. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Project.

23. Landlord reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety, security, care and cleanliness of the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

24. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees or guests.

25. Tenant shall use its best efforts to complete all deliveries, loading, unloading and services to the Premises prior to 11:00 a.m. of each day. Tenant shall use its best efforts to cause no delivery trucks or other vehicles servicing the Premises to park or stand in front of, or at the rear of, the Premises from 11:00 a.m. to 2:00 p.m., and after 4:30 p.m., of each day.

PARKING RULES AND REGULATIONS

In addition to the foregoing rules and regulations and the parking provisions contained in the Lease, the following rules and regulations shall apply with respect to the use of the Project's parking areas.

1. Every parker is required to park and lock his/her own vehicle. All responsibility for damage to or loss of vehicles is assumed by the parker and Landlord shall not be responsible for any such damage or loss by water, fire, defective brakes, the act or omissions of others, theft, or for any other cause.

2. Except for the Tenant Parking Spaces, Tenant and its employees shall only park in the Project's parking facility in such areas as shall be designated by Landlord ("Police Parking Area"). Tenant, Tenant's customers, invitees and its employees shall not park (a) in the portion of the parking facility which is reserved for tenants and invitees of the office building portion of the Project, (b) in the portion of the parking area which is reserved for the tenant and invitees of the residential portion of the Project, (c) in the portion of the parking facility which is reserved for use by the grocery store tenant, (d) any other parking areas designated for use by customers or visitors only, or (e) in any other parking areas that may be designated by Landlord from time to time other than the Police Parking Area.

3. Parking is prohibited. (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; and (f) in reserved spaces and in such other areas as may be designated by Landlord.

4. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

5. Landlord may refuse to permit any person who violates these parking rules, and any violation of the rules shall subject the vehicle owner to one (1) warning and thereafter the vehicle shall be subject to removal, at such vehicle owner's expense, except that a violation of rules 3 or 4 shall be subject to the immediate removal of the vehicle without warning, at such vehicle owner's expense.
ATTACHMENT NO. 2
REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of January ___, 2023 ("Effective Date"), by and between HOLLYWOOD PARK RETAIL/COMMERCIAL INVESTORS, LLC, a Delaware limited liability company, having an address at 1001 S. Stadium Drive, Inglewood, California 90301 ("HPRCI"), and the CITY OF INGLEWOOD (the "CITY"), acting by and through the City of Inglewood Police Department (the "IPD"), with headquarters at One Manchester Boulevard Inglewood, California 90301.

WHEREAS, HPRCI is constructing a retail center (the "Retail Center") consisting of a mixture of single- and/or two-level buildings, initially containing a cumulative total of approximately 318,350 square feet of gross leasable area, all of which is located in the area commonly known as Hollywood Park in Inglewood, California (the "Project"), and

WHEREAS, the Project is part of a mixed use sports and entertainment district containing approximately 298 acres which includes, among other things, the stadium known as SoFi Stadium, a performance venue, a lake and park area commonly referred to as Lake Park, and a network of public and private roads which is owned and managed by affiliates of HPRCI (collectively, the "Affiliates"), and

WHEREAS, the Project is in the jurisdiction of the CITY and the CITY, by and through the IPD, will be providing police services to the Project and the Retail Center, and

WHEREAS, HPRCI is building a police substation in the Retail Center (the "Substation") that will be leased by the City for use by the IPD, and HPRCI has constructed or will construct certain conduits in the public and private roadway networks within and adjacent to the Retail Center which may be used to provide internet service to the Substation, and

WHEREAS, the CITY desires to have direct internet access from the Substation to the CITY’s IPD command center, and
WHEREAS, such direct access can be obtained by installing fiberoptic cable in the conduit identified on Exhibit A (the “Conduit”) from the Substation to Century Boulevard and from Century Boulevard to Prairie Avenue (the “Work”), and

WHEREAS, at the CITY’s request, HPRCI has obtained two bids from Community Technology Services (“CTS”) to perform the Work in the combined amount of One Hundred Eighty Eight Thousand Five Hundred Fourteen Dollars and Fifteen Cents ($188,514.15) (the two bids, collectively, the “Bid”), which Bid is attached hereto as Exhibit B-1 and Exhibit B-2, and

WHEREAS, the CITY has requested that HPRCI enter into an agreement with CTS to perform the Work on its behalf and be reimbursed for the cost of the Work by the CITY, and

WHEREAS, HPRCI has agreed to the CITY’s request on the following terms and conditions established hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth herein, HPRCI and the CITY hereby agree as follows:

1. Within fifteen (15) days following the Effective Date, the CITY shall deposit with HPRCI the cost of the Work as described in the Bid, currently estimated at One Hundred Eighty-Eight Thousand, Five Hundred Fourteen Dollars and Fifteen Cents ($188,514.15) (the “Deposit”).

2. Following its receipt of the Deposit, HPRCI will (i) contract with CTS for the Work and use the Deposit to make all payments due to CTS under such agreement and (ii) use reasonable efforts to have CTS complete the Work by June 30, 2023; provided, however, that HPRCI shall incur no liability to the CITY or any other parties for failure of the Work to be completed by such date unless such delay is directly caused by the gross negligence or willful misconduct of HPRCI.

3. If at any time, or from time to time, during the course of the Work, HPRCI becomes aware that the cost of the Work will exceed the Deposit, whether due to requests by CITY to change the Work, increased material costs, labor shortages or any other condition or reason (each such amount in excess of the Deposit, an “Additional Amount”), HPRCI will provide written notification to CITY
promptly upon becoming aware of such fact and CITY, subject to its review and reasonable written approval of the Additional Amount, shall deposit the Additional Amount with HPRCI (each such deposit, an "Additional Deposit") within fifteen (15) days of receiving such notice from HPRCI. City acknowledges that in addition to any remedies provided herein, any failure to promptly respond and provide the Additional Deposit, or its disapproval of any Additional Amounts, may result in a delay in the completion and/or noncompletion of the Work.

4. Within thirty (30) days following the date that HPRCI receives its final invoice and unconditional lien waiver from CTS for the Work, HPRCI shall provide written notice to CITY (the "Final Reconciliation Notice"), which shall include (i) a statement of the final cost of the Work, (ii) a statement of the amount of the Deposit and any Additional Deposits (collectively, the "Total Deposits"), (iii) a copy of the final invoice or draw request from CTS for the Work, and (iv) a statement of whether the Total Deposit equaled the final cost of the Work or was more or less than the final cost of the Work. Within fifteen (15) days following CITY’s receipt of the Final Reconciliation Notice, the parties shall pay and/or refund such payments, as applicable, as shall be necessary to effect any adjustments.

5. HPRCI and CITY shall each have all remedies available at law or in equity following a default under this Agreement.

6. The parties agree that the laws of the State of California shall govern the interpretation and construction of this Agreement.

7. HPRCI and the CITY expressly understand and agree that the consideration stated herein is the sole consideration for this Agreement, and the conditions stated herein are contractual and not a mere recital and all agreements and understandings between the parties hereto are expressed and embodied herein.

8. Any Exhibits attached hereto, including the description of the Work and the Bid, are incorporated herein and constitute part of this Agreement.
9. This Agreement is the full and complete Agreement between the parties on this subject and supersedes and replaces any previous agreement unless otherwise expressly indicated in writing. All modification or changes to this agreement shall be in writing and acknowledged by both parties. This Agreement may be executed in counterparts and each part shall constitute the full and complete agreement binding all parties executing such counterpart.

10. HPRCI and the CITY each represent and warrant that (a) it is duly organized, validly existing and in good standing under the laws of the State of its formation, (b) it has the right, power and authority to execute and deliver this Agreement and to perform all the terms, covenants, provisions and conditions herein to be performed by it, and (c) this Agreement has been duly and validly executed and delivered by it.

11. All notices shall be in writing and all notices and payments shall be sent to the addresses for the parties set forth in the first paragraph of this Agreement. Each notice sent shall be deemed to have been received (i) on the day sent if sent by personal delivery, (ii) one (1) Business Day after deposit with a nationally-recognized overnight courier for delivery on the next Business Day, (iii) on the date of email delivery, if delivered prior to 5:00 p.m. (in the time zone of delivery) on a Business Day (otherwise on the next Business Day); provided, however, that any email Notice shall be deemed to have been received on the same day sent.

[Signatures contained on following page]
IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

CITY OF INGLEWOOD

By:__________________________
    James T. Butts, Jr.,
    Mayor

ATTEST:

By:__________________________
    Aisha Thompson,
    City Clerk

APPROVED AS TO FORM:
Kenneth R. Campos
City Attorney

By:__________________________
    Kenneth R. Campos

APPROVED
Kane Ballmer & Berkman
City Special Counsel

By:__________________________
    Royce K. Jones

HOLLYWOOD PARK RETAIL /
COMMERCIAL INVESTORS, LLC,
a Delaware limited liability company

By: _________________________

Name: _________________________

Title: _________________________
EXHIBIT A

DEPICTION OF CONDUIT

The Conduit is depicted by the blue, green, and yellow lines labeled in the attached diagram. The photo on the second page of the attached diagram shows where the scopes of the two Bids connect along Century Blvd.

[Attached Behind this Page]
Project Proposal
SoFi Police Substation
1000 S. Prairie Ave
Inglewood, CA 90301

Prepared For:
Bill Anderson
AmpThink
December 28, 2022

Presented by:
Communication Technology Services, LLC
33 Locke Dr.
Marlborough, MA 01752
(508) 382-2700
www.cts1.com

CTS is Your One Source for Custom, In-Building and Campus Connectivity Solutions
SoFi Police Substation

Communication Technology Services
33 Locke Dr
Marlborough, MA 01752
Corp Office: (800) 382-2760
Please Send P0s to: PO@CTSL.com

Customer: AmpThink
To: Bill Anderson
Phone #: (214) 693-2822
Vendor #

Project Summary
CTS to provide and install 72 strand of single mode fiber from Spectrum Vault to Retail Parking Police Substation Server Room at SoFi Stadium Inglewood, CA.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Ext Price</th>
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<tr>
<td>Corning</td>
<td>0482U4-76622D0</td>
<td>2560 $ 0.65 $ 1,676.00</td>
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<td>WSH-115P</td>
<td>Up to (11) SCP-ST-077 WAf</td>
<td>1 $ 446.32 $ 446.32</td>
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<tr>
<td>SCS-7-077</td>
<td>Splice Tray (-) Holds 48 Single Strands or 6 Ribbons</td>
<td>2 $ 36.73 $ 73.46</td>
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<td>WCH-04P</td>
<td>Wall Mount - Supports 48 Strands</td>
<td>2 $ 231.16 $ 462.32</td>
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<td>CCH-CPA4-A9</td>
<td>Panel - 24 Port LC/UPC Duplexed</td>
<td>4 $ 263.47 $ 1,053.88</td>
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<td>G00412ER1802M</td>
<td>Pigtails; 12 Strand SMF LC/UPC 2M (Ribbon)</td>
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<td>Coyote</td>
<td>8006951-PNP</td>
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<td>Coyote</td>
<td>8008945</td>
<td>$ 35.00 $ 67.20</td>
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<td>Crosscon</td>
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<td>Moxcell</td>
<td>MX5522223: 2.00&quot;</td>
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<td>Belden</td>
<td>AX207EB1</td>
<td>2 $ 20.44 $ 40.88</td>
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<td>Velcro USA</td>
<td>196645</td>
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<td>Thomas &amp; Betts</td>
<td>TY25MX</td>
<td>7&quot; x .184&quot; Nylon Cable Ties; Black, Bag of 100 (50lbs)</td>
<td>1 $ 9.76 $ 9.76</td>
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<td>Thomas &amp; Betts</td>
<td>TY288MX</td>
<td>14&quot; x .184&quot; Nylon Cable Ties; Black, Bag of 100 (50lbs)</td>
<td>1 $ 35.72 $ 35.72</td>
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<tr>
<td>Greenlee 4435</td>
<td>1/2&quot; Polyester Pull/Measure Tape 300' (1250lbs Tensile Strength)</td>
<td>1 $ 369.60 $ 369.60</td>
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<td>Polywater HS-32</td>
<td>Fiber Cleaning - 1-Quart Alcohol</td>
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<td>APL 8500-05-0002M</td>
<td>Fiber Cleaning - One Click Fiber Cleaner (for LC and MU Connectors)</td>
<td>2 $ 70.49 $ 140.98</td>
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<tr>
<td>Microcare FB6645</td>
<td>Fiber Cleaning- Lint Free Dry Wipe, 50 Pack</td>
<td>4 $ 35.64 $ 142.56</td>
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<td>Misc. Misc.</td>
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<table>
<thead>
<tr>
<th>Service Description</th>
<th>Price</th>
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<td>Materials</td>
<td>$ 18,557.08</td>
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<tr>
<td>Electronic Equipment</td>
<td>$  -</td>
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<td>Services</td>
<td>$ 45,944.49</td>
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<td>CTS Subtotal</td>
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<td>Tax @ 10%</td>
<td>$ 1,855.71</td>
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<td>Estimated Freight</td>
<td>$ 778.42</td>
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<td>CTS Grand Total</td>
<td>$ 77,130.70</td>
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</table>

General Terms and Conditions

CTS will submit an invoice once a month for services rendered. Payment for services is due Net thirty (30) days from receipt of invoice. CTS discretion late fees will be incurred at the rate of 1.5% per month 45 days after invoice.

All prices are exclusive of any applicable Federal, State and Local taxes, to include, but not be limited to, sales and use tax. Shall be liable for and shall remit payment to CTS for applicable Federal, State and Local taxes. Taxes will be billed as separate items on invoices. If an exemption applies, shall provide a copy of the tax-exempt certificate upon execution of a contract. Purchase orders should authorize applicable Taxes as necessary. If appropriate, we have included estimated tax as a line item in this quote.

It is expected that a purchase order will be issued which will incorporate this statement of work and these assumptions, terms, and conditions.

CTS is not responsible for discovery, testing, abatement, or time delays caused by hazardous materials in or around the property. Proof of safety from any type of hazardous environment will be supplied by the customer prior to CTS commencing installation activity.
It is expected that CTS will be given free and clear access to all areas where equipment is to be located and to cable pathways and that existing riser penetrations will be used for this installation.

It is expected that the Owner will assist CTS with pathway structure information and help efficiently schedule movement and progress of CTS work by blocking areas of the facility for production of cabling and antenna placements.

Forset Majeure - in no event shall CTS be responsible or liable for any failure or delay in the performance of its obligations described in this document arising out of or caused by, directly or indirectly, forces beyond CTS' control, including without limitation: strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, manufacturing or installation interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that CTS shall use reasonable efforts which are consistent with accepted practices in the construction industry to resume performance as soon as practicable under the circumstances.

<table>
<thead>
<tr>
<th>Schedule of Values</th>
<th>Invoice Timing</th>
<th>%</th>
<th>Estimated Invoice</th>
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<tbody>
<tr>
<td>Receipt of PO</td>
<td>5 Days After PO, 100% of Materials</td>
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<td>$ 18,557.08</td>
</tr>
<tr>
<td>Receipt of PO</td>
<td>5 Days After PO, 100% of Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction, Progress 1</td>
<td>5 Days After Construction Start Date, 30% of Labor and Services</td>
<td>30%</td>
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<tr>
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<td>5 Days After 100% Construction Complete, 30% of Labor and Services</td>
<td>30%</td>
<td>$ 14,572.09</td>
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<td>Post-Construction</td>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>100%</strong></td>
<td><strong>$ 67,180.00</strong></td>
</tr>
</tbody>
</table>

**Statement of Work**

1.0 Included

1.1 CTS to provide and install Coyote splice enclosure at Spectrum Vault.

1.2 CTS to splice 72 strands of single mode fiber in Spectrum Vault.

1.3 CTS assumes existing underground pathway from Retail Parking MPOE to Police Substation IT Room.

1.4 CTS to provide and install 200 ft of 3" MaxCell inner duct from Retail Parking MPOE to Police Substation IT Room.

1.5 CTS to provide and Install 200 ft of 72 Strand OSP single mode fiber from Retail Parking MPOE to Police Substation IT Room.

1.6 CTS to provide and install wall mount fiber splice enclosure in Retail Parking MPOE.

1.7 CTS to splice 72 strands of OSP single mode fiber in Retail Parking MPOE.

1.8 CTS to provide and install wall mount filter splice enclosure in Police Substation IT Room.

1.9 CTS to splice 72 strands of OSP single mode fiber to CTS provided LC/UPC cassette pigtail in Police Substation IT Room.

1.10 CTS to OTDR 72 strands of OSP single mode fiber from Spectrum Vault to Police Substation IT Room.

1.11 CTS to provide 2 spotters for confined space locations.

1.12 CTS to provide 1 dedicated safety officer for confined space work.

1.13 CTS assumes existing manhole/vault locations are clear of water and debris. In the event standing water and debris is present in existing manhole/vaults CTS will assume responsibility for clearing the site.

1.14 CTS assumes existing blue line conduit pathway is clear and free of debris. If debris or blockage is present CTS will advise customer and request conduit to be cleared.

1.15 Work to be completed by 4/30/23

2.0 Excluded

2.1 CTS excludes cutting, boring, GPR or X-ray services for vertical pathways in stacking closets.

2.2 No cut/sheath/paint services are included.

2.3 CTS has not included any costs associated with cutting, patching, and painting hard lid ceilings.

2.4 CTS has not included any labor or costs to paint or stealh any indoor or outdoor DAS antennas.

2.5 No structural or thermal engineering factored into this proposal.

2.6 No A&E drawings factored into quote.

2.7 No Permits have been factored into this quote.

2.8 CTS has not included any GPR scans, X-Rays or coring in this quote.

3.0 Assumptions

3.1 CTS assumes first shift working hours.

3.2 CTS assumes venue will provide secured on site storage for materials.
EXHIBIT B-2

CT'S BID (2 of 2)

[Attached Behind this Page]
Project Proposal
SoFi Century/Prairie/Spectrum

1000 S. Prairie Ave
Inglewood, CA 90301

Prepared For:
Bill Anderson
AmpThink
December 28, 2022

Presented by:
Communication Technology Services, LLC
33 Locke Dr.
Marlborough, MA 01752
(508) 382-2700
www.cts1.com

CTS is Your One Source for Custom, In-Building and Campus Connectivity Solutions
# SoFi Century/Prairie/Spectrum Vault Fiber

**Quote #:** ENT_SCA_SOFI_CENTURY/SPECTRUM_Q221222

**Date:** 12/31/2022  
**Valid Until:** 1/31/2023  
**Site Address:** 1000 S. Prairie Ave  
**City:** Inglewood  
**State:** CA  
**Zip:** 90301

---

## Customer: AmpThink

<table>
<thead>
<tr>
<th>To:</th>
<th>Bill Anderson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone #</td>
<td>(214) 693-2812</td>
</tr>
<tr>
<td>Vendor #</td>
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</table>

## Project Summary

CTS to provide boring, conduit pathway and 72 strands of single mode OSP fiber from Century/Prairie ITS HUB to Spectrum Vault at SoFi Stadium Inglewood, CA.

## CTS Supplied Installation Hardware

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Ext Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corning</td>
<td>0482U4-7AF220Z0</td>
<td>Atlas loose Tube, Gel-Free, All-dielectric, Non-armorized Cables With Binderless Fastaccess Technology, 72 F, Single-mode (OS2)</td>
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<td>$0.83</td>
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<td>Coyote</td>
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<td>Coyote</td>
<td>80808945</td>
<td>Splice Tray, COYOTE LIGHT_STRIP Short, Deep Profile, 40 CT, Single Fusion</td>
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<td>$33.60</td>
<td>$134.40</td>
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<td>Corning</td>
<td>2806031-01</td>
<td>Heat Shrink Splice Sleeves; Single Splices, 50 Pack</td>
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<td>$48.00</td>
<td>$192.00</td>
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<td>Maxwell</td>
<td>MXS25223L.00&quot;</td>
<td>2&quot; Fabric Inerduct, 3 Cell -- (1) 2000' &amp; (1) 1000' REELS</td>
<td>1800</td>
<td>$3.60</td>
<td>$6,480.00</td>
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<td>Thomas &amp;</td>
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<td>$9.76</td>
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<tr>
<td>Betts</td>
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<tr>
<td>Thomas &amp;</td>
<td>TY528MX</td>
<td>14&quot; x .184&quot; Nylon Cable Ties; Black, Bag of 100 (50lbs)</td>
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<td>$35.72</td>
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<tr>
<td>Greenlee</td>
<td>4435</td>
<td>1/2&quot; Polyester Pull/Measure Tape 3-Strt (1250lb Tensile Strength)</td>
<td>1</td>
<td>$369.60</td>
<td>$369.60</td>
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<tr>
<td>Polywater</td>
<td>HS-32</td>
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<tr>
<td>Microcare</td>
<td>FBPA1</td>
<td>Fiber Cleaning: Un-$Free Dry Wipe, 50 Pack</td>
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<td>$35.64</td>
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<td>Misc.</td>
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<td>$2,400.00</td>
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## SoFi Century/Prairie/Spectrum Vault Fiber

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<tbody>
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<td>Materials</td>
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<td>Onsite Safety Manager</td>
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<td>Traffic Control for Fiber Installation Breakout:</td>
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<td>2-Person Crew, 1 Loaded Truck, Flagger</td>
<td>$4,100.00</td>
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<tr>
<td>WTCP WORKSITE TRAFFIC CONTROL PLAN</td>
<td>$5,050.00</td>
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<td>Permitting</td>
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<td>Flashing Arrow sign, ADA Bicicicles, Mass. Sign.</td>
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<td>CTS Grand Total</td>
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### General Terms and Conditions

CTS will submit an invoice once a month for services rendered. Payment for services is due Net thirty (30) days from receipt of invoice. CTS discretion late fees will be incurred at the rate of 1.5% per month 45 days after invoice.

All prices are exclusive of any applicable Federal, State and Local taxes, to include, but not be limited to, sales and use tax. Shall be liable for and shall remit payment to CTS for applicable Federal, State and Local taxes. Taxes will be billed as separate items on invoices. If an exemption applies, shall provide a copy of the tax-exempt certificate upon execution of a contract. Purchase orders should authorize applicable Taxes as necessary. If appropriate, we have included estimated tax as a line item in this quote.

It is expected that a purchase order will be issued which will incorporate this statement of work and these assumptions, terms, and conditions.

CTS is not responsible for discovery, testing, abatement, or time delays caused by hazardous materials in or around the property. Proof of safety from any type of hazardous environment will be supplied by the customer prior to CTS commenceing installation activity.
It is expected that CTS will be given free and clear access to all areas where equipment is to be located and to cable pathways and that existing riser penetrations will be used for this installation.

It is expected that the Owner will assist CTS with pathway structure information and help efficiently schedule movement and progress of CTS work by blocking areas of the facility for production of cabling and antenna placements.

Force Majeure - In no event shall CTS be responsible or liable for any failure or delay in the performance of its obligations described in this document arising out of or caused by, directly or indirectly, forces beyond CTS’ control, including without limitation: strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, manufacturing or installation interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. It being understood that CTS shall use reasonable efforts which are consistent with accepted practices in the construction industry to resume performance as soon as practicable under the circumstances.

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Damien De la Luz
S.CA Project Manager II
Communication Technology Services
ATTACHMENT NO. 3
RESOLUTION NO.: ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF INGLEWOOD, CALIFORNIA, AMENDING THE
2022-2023 ANNUAL BUDGET

WHEREAS, funds are required to Hollywood Park Retail/Commercial Investors, LLC for
the installation of fiber optic cabling; and

WHEREAS, funds are available in the City’s General Fund; and

WHEREAS, transfer of funds is necessary to provide funding for said installation; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood,
California, that the Fiscal Year 2022-2023 City Budget be amended to reflect the adjustments as
shown in Exhibit “A”.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this
Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this ____________ day of __________, 2022.

CITY OF INGLEWOOD:

__________________________
Mayor of the City of Inglewood

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ATTEST:

__________________________
City Clerk
## EXHIBIT A

**Fund:** 001  
**Agency:** 045  
**Orgn:** 4550-Patrol Bureau

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<th>Amended Budget</th>
<th>Increase/Decrease</th>
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<td><strong>13,622,866.53</strong></td>
<td><strong>13,396,649.55</strong></td>
<td><strong>(226,216.98)</strong></td>
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**Fund:** 001  
**Agency:** 045  
**Orgn:** 4511-Homeland Security

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<tr>
<td><strong>Total</strong></td>
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<td><strong>266,866.98</strong></td>
<td><strong>226,216.98</strong></td>
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