

Fourth Amendment to Lease
(Skyview Center, 6033 W. Century Blvd.)

This Fourth Amendment to Lease (this "**Fourth Amendment**") is made and entered into as of the ___ day of _____, 2019 by and between CITY OF LOS ANGELES, a California municipal corporation, acting by order of and through its Board of Airport Commissioners ("**Landlord**"), and CONCENTRA HEALTH SERVICES, INC., a Nevada corporation authorized to do business in California ("**Tenant**").

RECITALS

A. LAOP IV, LLC, a Nevada limited liability company ("**Original Landlord**") and Tenant's predecessor-in-interest, Thomas C. Borut, M.D., an individual dba Airport Healthcare Medical Group ("**Original Tenant**"), entered into that Standard Office Lease, dated as of February 23, 1996 (the "**Original Lease**"), as amended by that certain Partial Surrender and First Amendment to Lease, dated as of September 1, 2001 (the "**First Amendment**"), by and between Arden Realty Finance Partnership, L.P., a California limited partnership ("**Arden**"), as amended by that certain Second Amendment to Lease, dated as of November 10, 2005 (the "**Second Amendment**"), by and between Arden and Tenant, and as amended by that certain Third Amendment to Lease, dated as of October 6, 2008 (the "**Third Amendment**"), by and between Skyview Center, LLC, a Delaware limited liability company ("**Skyview**") and Tenant, whereby Tenant leases certain office space located in that certain building located at 6033 West Century Boulevard, Los Angeles, CA 90045 (the "**Building**"). Landlord is successor-in-interest to Original Landlord, Arden, and Skyview. The Original Lease, as amended by the First Amendment, Second Amendment, and Third Amendment is referred to herein as the "**Lease**."

B. By this Fourth Amendment, Landlord and Tenant desire to extend the Lease Term, and to otherwise amend the Lease on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENT

1. **Capitalized Terms**. Unless otherwise defined herein, the capitalized terms used in this Fourth Amendment shall have the same respective meanings ascribed to such terms in the Lease.

2. **The Premises**. Landlord and Tenant hereby agree that pursuant to the Lease, Tenant currently leases from Landlord that certain office space in the Building containing 17,089 rentable square feet (the "**Premises**"), commonly referred to as Suite 200. The parties hereby acknowledge and agree that the Premises have been remeasured in accordance with 2010 ANSI/BOMA Standards, as reasonably modified by Landlord for the Building, and the square footage of the Premises is and shall be deemed to be 17,217 rentable square feet, as depicted on Exhibit A attached hereto.

3. **Extension of Term**. The Term of the Lease is set to expire on February 28, 2019. The Term is hereby extended for a period of one hundred twenty (120) months such that the Lease shall expire on February 28, 2029 (the "**New Expiration Date**"). The period from March 1, 2019 (the "**New Commencement Date**") through the New Expiration Date specified

above shall be referred to as the "**Extended Term**." Any contrary provision of the Lease notwithstanding, Tenant shall have no option or other unilateral right to further extend the Extended Term beyond the New Expiration Date.

4. Monthly Basic Rental. Notwithstanding anything to the contrary set forth in the Lease, during the Extended Term, Tenant shall pay in accordance with applicable provisions of the Lease and this Section 4, Monthly Basic Rental rates for the Premises as follows:

<u>Lease Months</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>	<u>Rate per RSF</u>
1-12*	\$547,500.60	\$45,625.05	\$2.65
13-24	\$562,556.87	\$46,879.74	\$2.72
25-36	\$578,027.18	\$48,168.93	\$2.79
37-48	\$593,922.93	\$49,493.58	\$2.87
49-60	\$610,255.81	\$50,854.65	\$2.95
61-72	\$627,037.84	\$52,253.15	\$3.03
73-84	\$644,281.38	\$53,690.12	\$3.11
85-96	\$661,999.12	\$55,166.59	\$3.20
97-108	\$680,204.10	\$56,683.67	\$3.29
109-120	\$698,909.71	\$58,242.48	\$3.38

*Subject to abatement as set forth in Section 5 below.

5. Rent Abatement. In accordance with applicable provisions of the Lease and provided that Tenant faithfully performs all of the terms and conditions of the Lease, as amended by this Amendment, Landlord agrees to abate Tenant's obligation to pay Monthly Basic Rental for the Premises for the first (1st), second (2nd), and third (3rd) full months of the Extended Term (the "**Rent Abatement**"). In no event shall the amount of the Rent Abatement exceed One Hundred Thirty-Six Thousand Eight Hundred Seventy-Five and 15/100 Dollars (\$136,875.15).

6. Tenant's Proportionate Share and Base Year. Notwithstanding anything to the contrary in the Lease, during the Extended Term, Tenant's Proportionate Share of annual Direct Costs shall be 8.3436% and the Base Year shall be 2019.

7. Security Deposit. The parties hereby agree and acknowledge that Landlord is currently holding a security deposit equal to Seventeen Thousand Five Hundred Ninety-Five and 45/100 Dollars (\$17,595.45) as security (the "**Existing Security Deposit**") for the faithful performance by Tenant of the terms, covenants and conditions of the Lease. Concurrently with Tenant's execution and delivery of this Fourth Amendment to Landlord, Tenant shall deposit with Landlord an amount equal to One Hundred Fifty-Seven Thousand One Hundred Thirty-One and 98/100 (\$157,131.98) to be held by Landlord as an addition to the Existing Security

Deposit. Accordingly, effective as of the New Commencement Date, notwithstanding any provision to the contrary in the Lease, the Security Deposit to be held by Landlord pursuant to the Lease, as amended hereby, shall, for the Extended Term herein, equal One Hundred Seventy-Four Thousand Seven Hundred Twenty-Seven and 43/100 Dollars (\$174,727.43).

8. Condition of the Premises. Tenant Improvements in the Premises shall be installed and constructed in accordance with the terms of the Tenant Work Letter attached hereto as Exhibit B and made a part hereof. Except as expressly set forth in the Tenant Work Letter, Tenant hereby agrees to accept the Premises in its "as-is" condition and acknowledges that Landlord has made no representations or warranties regarding the condition of the Premises nor the suitability of the Premises for the conduct of Tenant's business.

9. Parking Passes. Tenant shall continue to have its parking rights pursuant to the Lease, provided that during the Extended Term, Tenant shall pay for its parking passes on a monthly basis at the prevailing rate charged from time to time, subject to adjustment, which, as of the New Commencement Date are as follows: (i) \$81.40 for the Parking Lot Unreserved, (ii) \$0.00 as there are currently no reserved passes for the Parking Lot (iii) \$100.65 for the Parking Structure Unreserved, (iv) \$147.95 for the Parking Structure Reserved, and (v) \$87.45 for Parking Structure Unreserved Rooftop.

10. Estoppel. Tenant warrants, represents and certifies to Landlord that as of the date of this Amendment: (a) to Tenant's knowledge, Landlord is not in default under the Lease; and (b) except the Base Rent Abatement, to Tenant's knowledge, Tenant does not have any defenses or offsets to payment of rent and performance of its obligations under the Lease as and when the same becomes due.

11. Attorneys' Fees. In the event either party should commence an action to enforce any provisions of this Amendment, then all reasonable costs and expenses incurred by the prevailing party therein, including attorneys' fees, experts' and arbitrators' fees and costs, shall be paid by the other party, which obligation on the part of the other 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. This provision with respect to attorneys' fees shall be severable from all other provisions of this Amendment, shall survive any judgment, and shall not be deemed merged into the judgment.

12. Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only CBRE Global Corporate Services Group-Warren Willey with respect to Tenant and Colliers International with respect to Landlord (the "Brokers"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Landlord shall pay all commissions and fees due to the Brokers pursuant to the terms of a separate brokerage commission agreement. 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. In the event that Landlord fails to pay the commission to Tenant's Broker, Tenant shall have the right, but not the obligation, to pay Tenant's Broker commission, or any portion thereof not paid by Landlord, and offset the amount so paid by Tenant against Rent until Tenant has been reimbursed for such payment in full.

13. Possessory Interest Tax. Notwithstanding anything to the contrary in the Lease, Tenant hereby agrees and acknowledges that Tax Costs, as defined in Article 3, Section c(i) of the Original Lease shall mean and include any possessory interest tax pursuant to California Revenue and Taxation Code Section 107.6(a). In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord states that by Tenant's executing this Amendment and accepting the benefits of the Lease, a property interest may be created known as a "possessory interest" that is subject to property taxation, which possessory interest tax shall be included as part of Tax Costs.

14. Equal Employment Practices/Affirmative Action Program

14.1 Federal Non-Discrimination Provisions.

14.1.1 Tenant for itself, its heirs, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

14.1.2 Tenant for itself, its heirs, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

14.1.3 Tenant assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Section obligates Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this Section obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Tenant or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

14.1.4 Tenant shall furnish its services on a reasonable and not unjustly

discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14.1.5 Tenant agrees that it shall insert the provisions found in Sections 14.1.3 and 14.1.4, above, in any sublease, assignment, license, or permit by which Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

14.2 Municipal Non-Discrimination Provisions.

14.2.1 Non-Discrimination in Use of Premises. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises or any part of the Premises or any operations or activities conducted on the Premises or any part of the Premises. Nor shall Tenant or any person claiming under or through Tenant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees of the Premises. Any sublease or assignment which may be permitted under this Lease shall also be subject to all non-discrimination clauses contained in this Section 14.2.

14.2.2 Non-Discrimination in Employment. During the term of this Lease, Tenant agrees and obligates itself in the performance of this Lease not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Tenant shall take affirmative action to insure that applicants for employment are treated, during the term of this Lease, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

14.2.3 Equal Employment Practices. If the total payments made to Landlord under this lease are One Thousand and 00/100 Dollars (\$1,000.00) or more, this Section 14.2.3 shall apply. During the performance of this Lease, Tenant agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("**Equal Employment Practices**"), which is incorporated herein by this reference. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Tenant to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Tenant. Upon a finding duly made that Tenant has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated, cancelled, or suspended.

14.2.4 Affirmative Action Program. If the total payments to Landlord under this Lease are One Hundred Thousand and 00/100 Dollars (\$100,000.00) or more, this Section 14.2.4 shall apply. During the performance of this Lease, Tenant agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("**Affirmative Action Program**"), which

is incorporated herein by this reference. By way of specification but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of the Los Angeles Administrative Code, the failure of Tenant to comply with the Affirmative Action Program provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Tenant. Upon a finding duly made that Tenant has failed to comply with the Affirmative Action Program provisions of this Lease, this Lease may be forthwith terminated, cancelled, or suspended.

15. Child Support Order. This Lease is subject to Section 10.10, Article I, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, which is incorporated herein by this reference. Pursuant to this Section 29.31, Tenant (and any subcontractor of Tenant providing services to City under this Lease) shall (1) fully comply with all State and Federal employment reporting requirements for Tenant's or Tenant's subcontractor's employees applicable to Child Support Assignments Orders; (2) certify that the principal owner(s) of Tenant and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Lease. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Tenant or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Tenant or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Lease subjecting this Lease to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Tenant by Landlord (in lieu of any time for cure provided elsewhere in this Lease).

16. Business Tax Registration. Tenant represents that it has registered its business with the Office of Finance of the City of Los Angeles and has obtained and presently holds from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code). Tenant shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

17. Contractor Responsibility Program. Tenant shall comply with the provisions of the Contractor Responsibility Program which are now in force or which may be hereafter amended or adopted by the Board of Airport Commissioners.

18. Municipal Lobbying Ordinance. Tenant shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Lease.

19. Compliance with Los Angeles City Charter Section 470(c)(12).

19.1 Tenant, its sublessees and their respective officers, directors, contractors, agents, servants, employees, invitees, guests or licensees are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the lease is valued at One Hundred Thousand and 00/100 Dollars (\$100,000.00) or more and requires approval of a City elected official. Additionally, Tenant is required to provide

and update certain information to City as specified by law. Any Tenant subject to Charter Section 470(c)(12) shall include the following notice in any lease with a sublessee that has an anticipated value of at least \$100,000:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a sublessee on City of Los Angeles Lease #_____. Pursuant to City Charter Section 470(c)(12), sublessees and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City lease is signed. Sublessee is required to provide to lessor the names and addresses of the sublessee's principals and contact information and shall update that information if it changes during the 12 month time period. Sublessee's information included must be provided to lessor within 5 business days. Failure to comply may result in termination of the lease or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960."

19.2 Tenant, its sublessees and their respective officers, directors, contractors, agents, servants, employees, invitees, guests or licensees shall comply with these requirements and limitations throughout the term of this Lease. Violation of this provision shall entitle City to terminate this Lease and pursue any and all legal remedies that may be available.

20. Equal Benefits Ordinance (EBO).

20.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("**EBO**"), Tenant certifies and represents that Tenant will comply, throughout the term of this Lease, with the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code as amended from time to time.

20.2. Tenant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the term of a Lease with the City of Los Angeles, the Lessee will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

20.3 The failure of Tenant to comply with the EBO will be deemed to be a material breach of the Lease by City. If Tenant fails to comply with the EBO, the City may cancel or terminate the Lease, in whole or in part, and all monies due or to become due under the Lease may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach. Failure to comply with the EBO may be used as evidence against Tenant in actions taken pursuant to the provisions of Contractor Responsibility Program. If the City determines that Tenant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Lease.

21. Services and Utilities. Notwithstanding anything to the contrary in the Lease, Landlord and Tenant hereby acknowledge and agree that during the Extended Term, Landlord's obligation to provide services shall be as follows:

21.1 Standard Tenant Services. Landlord shall provide the following services on all days (unless otherwise stated below).

21.1.1 Subject to limitations imposed by all governmental rules, regulations and guidelines, applicable thereto, Landlord shall provide heating, ventilation, and air conditioning ("HVAC") when necessary for normal comfort for normal office use in the Premises from 8:00 A.M. to 6:00 P.M. Monday through Friday, and on Saturdays from 9:00 A.M. to 1:00 P.M. (collectively, the "**Building Hours**"), except for the date of observation of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and, at Landlord's discretion, other locally or nationally recognized holidays (collectively, the "**Holidays**").

21.1.2 Landlord shall provide adequate electrical wiring and facilities for normal general office use and electricity at levels consistent with normal general office use, as reasonably determined by Landlord. Tenant shall bear the cost of replacement of lamps, starters and ballasts for non-Building standard lighting fixtures within the Premises.

21.1.3 Landlord shall provide city water from the regular Building outlets for drinking, lavatory and toilet purposes in the Common Areas.

21.1.4 Landlord shall provide janitorial services to the Premises except on the date of observation of the Holidays, in and about the Premises and window washing services in a manner consistent with other comparable buildings in the vicinity of the Building.

21.1.5 Landlord shall provide nonexclusive, non-attended automatic passenger elevator service during the Building Hours, except on Holidays, and shall have one elevator available at all other times.

21.1.6 Landlord shall provide nonexclusive freight elevator service subject to scheduling by Landlord.

Tenant shall cooperate fully with Landlord at all times and abide by all regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems.

21.2 Overstandard Tenant Use. Tenant shall not, without Landlord's prior written consent, use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than Building standard lights in the Premises, which may affect the temperature otherwise maintained by the air conditioning system or increase the water normally furnished for the Premises by Landlord pursuant to the terms of Section 21.1 of this Fourth Amendment. If such consent is given, Landlord shall have the right to install supplementary air conditioning units or other facilities in the Premises, including supplementary or additional metering devices, and the cost thereof, including the cost of installation, operation and maintenance, increased wear and tear on existing equipment and other similar charges, shall be paid by Tenant to Landlord upon billing by Landlord. If Tenant uses water, electricity, heat or air conditioning in excess of that supplied by Landlord pursuant to

Section 21.1 of this Fourth Amendment, or if Tenant shall install and/or operate in the Premises any equipment which shall have an electrical consumption greater than that of normal general office equipment, or which, consistent with the practices of the landlords of comparable first-class office buildings located in the vicinity of the Building, are considered to be high electricity consumption equipment, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption; and Landlord may install devices to separately meter any increased use and in such event Tenant shall pay the increased costs directly to Landlord, on demand, at the rates charged by the public utility company furnishing the same, including the cost of such additional metering devices. Tenant's use of electricity shall never exceed the capacity of the feeders to the Project or the risers or wiring installation. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of Section 21.1 of this Fourth Amendment, Tenant shall give Landlord such prior notice, if any, as Landlord shall from time to time establish as appropriate in order to supply such utilities, of Tenant's desired use and Landlord shall supply such utilities to Tenant at such hourly cost to Tenant (which shall be treated as Additional Rent) as Landlord shall from time to time establish.

21.3 **Interruption of Use.** Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water or other fuel at the Building or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause; and such failures or delays or diminution shall never 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. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Section 21.

21.4 **Access Control; Tenant's Security System.** Landlord shall provide, as part of Operating Expenses to the extent permitted under Article 4 above, reasonable access control services for the Building seven (7) days per week, twenty-four (24) hours per day, in a manner materially consistent with comparable buildings in the vicinity of the Building (subject to reasonable adjustments as determined by Landlord based upon the relative size of the Project vis-à-vis the size of the comparable buildings in the vicinity of the Building). Notwithstanding the foregoing, Landlord shall in no event be liable for personal injury or property damage for any error with regard to the admission to, or exclusion from, the Building or Project of any person. Tenant may, at its own expense, install its own security system ("**Tenant's Security System**") in the Premises pursuant to the terms of Article 9 of the Lease (including, without limitation, the requirement that Tenant must obtain Landlord's reasonable prior approval for Tenant's installation of Tenant's Security System). Except as specifically set forth below, in no event shall Tenant's Security System tie into the Building security systems; provided that Tenant's Security System may include a key card access system for the Premises which operates on the same type of key card as the Building systems. Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, operation and removal of Tenant's Security System.

Tenant shall provide Landlord with any information reasonably required regarding Tenant's Security System. At Landlord's option, upon the expiration or earlier termination of the Lease Term, Landlord may require Tenant to remove Tenant's Security System and repair all damage to the Building resulting from such removal, at Tenant's sole cost and expense.

21.5 Notwithstanding anything to the contrary in the Lease, Tenant hereby acknowledges the following: i) Tenant's operation of the medical office during Building Hours, as defined in Section 21.1.1 above, require that Landlord, at Tenant's sole cost and expense, provide a security guard for Tenant's exclusive use during Building Hours and ii) by electing to operate the medical office on a 24 hours per day, 7 days a week basis, Tenant's operation exceeds the Building Hours such that Landlord is required to implement extraordinary, non-building standard access control services.

21.5.1 Security Guard During Building Hours. For the duration of the Extended Term, Tenant shall have a security guard for Tenant's exclusive use during Building Hours. Tenant shall be solely responsible for all costs and expenses incurred by Landlord in providing such security guard services to Tenant during Building Hours. Landlord shall give Tenant a monthly invoice for this service and Tenant shall reimburse Landlord within ten (10) days after receipt thereof.

21.5.2 After Hours Operation and Access. After Hours of operation are i) hours of operation during Holidays and ii) hours of operation that are in excess of the Building Hours. Therefore, notwithstanding anything to the contrary in the Lease, Landlord shall have the right, exercisable in its sole discretion and without incurring any liability to Tenant whatsoever, to hire and post a security guard at the entrance to the Building and a parking attendant in the Project's parking garage structure, for the purpose of providing Tenant's visitors After Hours access to the Premises. Landlord will notify Tenant when the security guard and parking attendant will be present and of any interruption in said services. Tenant shall be solely responsible for all costs and expenses incurred by Landlord with respect to such security guard and parking attendant (or other access control service in connection with such after hours use) and shall reimburse Landlord within ten (10) business days after Tenant's receipt of monthly invoices for such services from Landlord. Tenant shall comply (and shall cause its employees and visitors to comply) with any and all reasonable rules and regulations now or hereafter adopted, from time to time by Landlord, regarding After Hours access to the Premises. If Tenant elects to stop operating After Hours from the Premises, Tenant shall notify Landlord of the effective stoppage date by providing thirty (30) days advance written notice; after such stoppage date, Tenant shall have no further obligation under this Amendment to pay for the costs of After Hours security guard and parking attendant services.

21.5.3 Escrow Payment of Security Guard and Parking Attendant Costs. In the alternative to Tenant reimbursing Landlord as set forth in Section 21.5.1 and 21.5.2 above, at Landlord's sole discretion, and subject to the Tenant Improvement Allowance credit available to Tenant in Section 1.2 of the Tenant Work Letter, Exhibit B, Tenant, shall pay to Landlord, in addition to and with Tenant's payment of Rent, a monthly amount of Thirty Thousand and No/100 Dollars (\$ 30,000.00) to pay for the costs of security guard and parking attendant services ("**Escrow Payment**"). Landlord will reconcile, at least annually, but not more often than quarterly, Tenant's Escrow Payments and the costs of the security guard and parking attendant services; Landlord shall promptly credit Tenant if the costs are less than Tenant's Escrow Payments and Tenant shall promptly pay Landlord if the costs exceed Tenant's Escrow Payments. Should Tenant fail to timely make any Escrow Payment as set forth herein, Landlord may invoice Tenant and Tenant shall pay the invoice within ten business days of receipt.

Landlord may invoice Tenant and Tenant shall pay the invoice within ten (10) business days of receipt.

22. **Notices.** Notwithstanding anything to the contrary contained in Article 30 of the Lease, all notices to Landlord shall be addressed as follows:

LAWA c/o Colliers International
6033 West Century Boulevard, Suite 710
Los Angeles, CA 90045
Attention: Rita Patikas-Hunter

Los Angeles World Airports
1 World Way
Los Angeles, CA 90045-5803
Attention: Deputy Executive Director

with a copy to:

Los Angeles World Airports
1 World Way
Los Angeles, CA 90045-5803
Attention: City Attorney.

All rent payments shall be payable to:

Colliers International REMS (CA), Inc.- Unit 246
P.O. Box 4857
Portland, OR 97208-4857.

Notices to Tenant shall be addressed as follows:

Concentra Health Services, Inc.
c/o Select Medical
Attn: Real Estate
4720 Gettysburg Road
Mechanicsburg, PA 17055

23. **First Source Hiring Program for Airport Employers (LAX Only).** Tenant shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are incorporated herein and made a material term of this Agreement. Contractor shall be an "Airport Employer" under the First Source Hiring Program.

24. **Living Wage and Service Contract Worker Retention Requirements**

24.1 Living Wage Ordinance

24.1.1 **General Provisions: Living Wage Policy.** This Lease is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code), which is incorporated herein by this reference. The LWO requires that, unless specific exemptions apply, any employees of tenants or licensees of property of the City of Los Angeles who render services on the leased premises or licensed premises are covered by the LWO if

any of the following applies: (1) the services are rendered on premises at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year. The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. Tenant shall permit access to work sites for authorized Landlord representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the Landlord. Whether or not subject to the LWO, Tenant shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Tenant agrees to comply with federal law prohibiting retaliation for union organizing.

24.1.2 Living Wage Coverage Determination. An initial determination has been made that this Lease is a public lease under the LWO, and that it is not exempt from coverage by the LWO. Determinations as to whether this Lease is a lease covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be reviewed periodically. Landlord shall notify Tenant in writing about any redetermination by Landlord of coverage or exemption status. To the extent Landlord claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Tenant to prove such non-coverage or exemption.

24.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Tenant is not initially exempt from the LWO, Tenant shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Lease, and shall execute the Declaration of Compliance Form attached to this Lease, contemporaneously with the execution of this Lease. If Tenant is initially exempt from the LWO, but later no longer qualifies for any exemption, Tenant shall, at such time as Tenant is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Lease and Landlord shall be entitled to terminate this Lease and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if Landlord determines that Tenant violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Lease. Nothing in this Lease shall be construed to extend the time periods or limit the remedies provided in the LWO.

24.1.4 Subcontractor Compliance. Tenant agrees to include in every subcontract involving this Lease entered into between Tenant and any subcontractor, a

provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that Landlord, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to this Lease, and (ii) invoke, directly against the subcontractor with respect to this Lease, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

24.2 Worker Retention Ordinance. This Lease may be subject to the Worker Retention Ordinance ("WRO")(Section 10.36, et seq, of the Los Angeles Administrative Code), which is incorporated herein by this reference. If applicable, Tenant must also comply with the WRO which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the WRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, Landlord has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available if Landlord determines that the subject contractor violated the provisions of the WRO.

25. Lease in Full Force. Section 22 of the Third Amendment and Section 8 of the First Amendment are hereby deleted. Except as amended and modified as set forth in this Fourth Amendment, the terms and provisions of the Lease remain the same and in full force and effect. Tenant and Landlord ratify the Lease, as amended hereby. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease, as amended by this Amendment.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Fourth Amendment to be executed as of the date first above written.

"Landlord:"
CITY OF LOS ANGELES,
a California municipal corporation, acting by
order of and through its Board of Airport
Commissioners

By: _____

Name: _____
Its: Executive Director

"Tenant:"
CONCENTRA HEALTH SERVICES, INC., a
Nevada corporation

By: _____ 

Name: W. KEITH NEWTON

Title: PRESIDENT AND CEO

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Date: 01/18/19

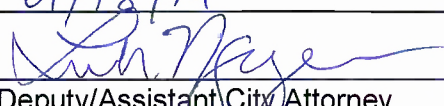
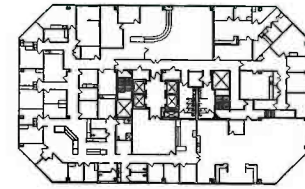
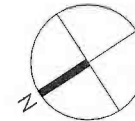
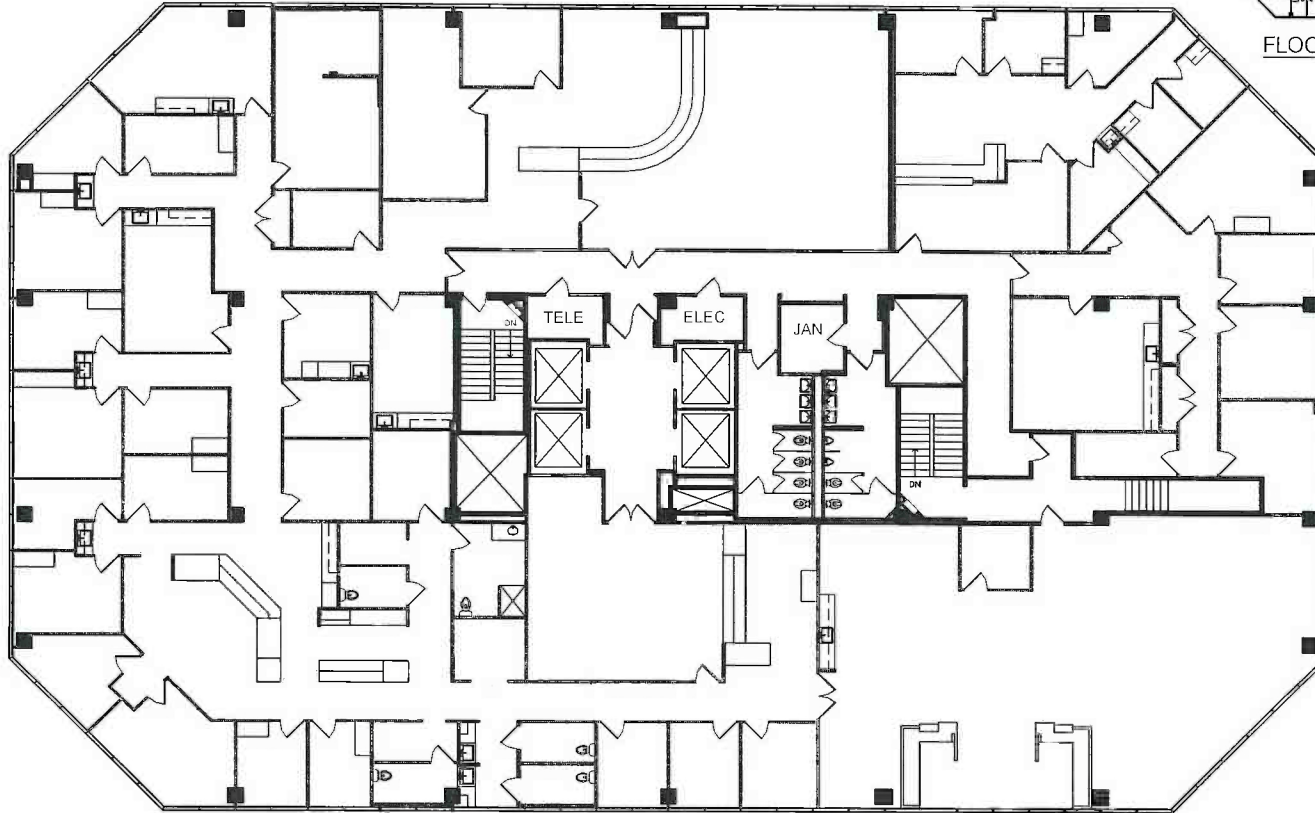
By: _____ 
Deputy/Assistant City Attorney

EXHIBIT A



FLOOR LOCATION PLAN



SHLEMMER • ALGAZE • ASSOCIATES

CULVER CITY - LOS ANGELES - ORANGE COUNTY
SAN FRANCISCO - NEW JERSEY - NEW YORK

SKYVIEW CENTER
6033 W. CENTURY BLVD.
LOS ANGELES, CA

SUITE 200

09/25/2018

EXHIBIT B

TENANT WORK LETTER

This Tenant Work Letter shall set forth the terms and conditions relating to the construction of the tenant improvements in the Premises. This Tenant 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 Tenant Work Letter to Articles or Sections of "**this Lease**" shall mean the relevant portion of Articles 1 through 29 of the Office Lease to which this Tenant Work Letter is attached as Exhibit B and of which this Tenant Work Letter forms a part, and all references in this Tenant Work Letter to Sections of "**this Tenant Work Letter**" shall mean the relevant portion of Articles 1 through 6 of this Tenant Work Letter.

ARTICLE 1

TENANT IMPROVEMENTS

1.1 **General.** Upon the full execution and delivery of the Lease by Landlord and Tenant, Landlord, using Building standard methods, materials, components and finishes, shall make cosmetic improvements in the Premises that are mutually agreed upon by Landlord and Tenant (the "**Tenant Improvements**"). Tenant shall make no changes, additions or modifications to the Tenant Improvements or require the installation of any "Non-Conforming Improvements," as defined in Article 2, below, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion if such change or modification would directly or indirectly impose any additional costs on Landlord. Landlord and Tenant hereby acknowledge and agree that Landlord shall be entitled to a construction supervision and management fee (the "**Landlord Coordination Fee**") in an amount equal to the product of (i) five percent (5%), and (ii) the total costs of the Tenant Improvements (excluding the costs of Non-Conforming Improvements, which costs and Landlord's fee with respect to which costs are governed by Article 2 hereof). The Landlord Coordination Fee shall be deducted from the Tenant Improvement Allowance. Notwithstanding the foregoing or any contrary provision of the Lease, all Tenant Improvements shall be deemed Landlord's property under the terms of the Lease.

1.2 **Tenant Improvement Allowance.** Tenant shall be entitled to a one-time Tenant Improvement Allowance not to exceed Four Hundred Thirty Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$430,425.00) (the "**Maximum Allowance Amount**") applicable to any and all costs associated with the design and construction of the Tenant Improvements; provided; however, and subject to Tenant faithfully performing all the terms and conditions of the Lease, Tenant may apply up to One Hundred Seventy-Two Thousand One Hundred Seventy and 00/100 Dollars (\$172,170.00 or \$10 per rentable square feet) of any unused Tenant Improvement Allowance towards Tenant's monthly costs for After Hours security guard and parking attendant services under Section 21.5 of the Fourth Amendment. Commencing in a month designated by Tenant in a written notice to Landlord, any unused Tenant Improvement Allowance shall be applied, on a monthly basis, towards Tenant's monthly costs for security guard and parking attendant services and continue until the unused Tenant Improvement Allowance is exhausted.

ARTICLE 2

OTHER IMPROVEMENTS

Notwithstanding anything to the contrary contained herein, Tenant shall be responsible for the cost of any items not mutually agreed upon by Landlord and Tenant and/or any items requiring other than Building standard methods, materials, components or finishes (collectively, the "**Non-Conforming Improvements**"). In connection therewith, any costs which arise in connection with any such Non-Conforming Improvements shall be paid by Tenant to Landlord in cash, in advance, upon Landlord's request. In addition to such costs of Non-Conforming Improvements, Landlord shall be entitled to receive

from Tenant a construction supervision and management fee in an amount equal to the product of (i) 5 percent (5%), and (ii) the total costs of the Non-Conforming Improvements. Any such amounts required to be paid by Tenant shall be disbursed by Landlord prior to any Landlord provided funds for the costs of construction of the Tenant Improvements.

ARTICLE 3

CONTRACTOR'S WARRANTIES AND GUARANTIES

Landlord hereby assigns to Tenant all warranties and guaranties by the contractor who constructs the Tenant Improvements (the "**Contractor**") relating to the Tenant Improvements, and Tenant hereby waives all claims against Landlord relating to or arising out of the design and construction of the Tenant Improvements and/or Non-Conforming Improvements.

ARTICLE 4

TENANT'S AGENTS

Tenant hereby protects, defends, indemnifies and holds Landlord harmless for any loss, claims, damages or delays arising from the actions of Tenant's space planner/architect and/or any separate contractors, subcontractors or consultants on the Premises or in the Building.

ARTICLE 5

SUBSTANTIAL COMPLETION

5.1 **Substantial Completion.** For purposes of this Lease, "**Substantial Completion**" of the Tenant Improvements shall be deemed to occur upon the date of the substantial completion of construction of the Tenant Improvements in the Premises as reasonably determined by Landlord, with the exception of any punch list items and any tenant fixtures, work-stations (including any related fixture and/or equipment electrification), built-in furniture or equipment (including security and other Tenant systems), or other items to be installed by Tenant.

5.2 **Delay of the Substantial Completion of the Tenant Improvements.** Except as provided in this Section 5.2, the Lease Commencement Date shall occur as set forth in the Lease. If there shall be a delay or there are delays in the Substantial Completion of the Tenant Improvements or in the occurrence of any of the other conditions precedent to the Lease Commencement Date, as set forth in of the Lease, as a direct, indirect, partial, or total result of:

5.2.1 Tenant's failure to timely respond to Landlord's request for information or approval as to any matter requiring Tenant's information or approval;

5.2.2 A breach by Tenant of the terms of this Tenant Work Letter or the Lease;

5.2.3 Tenant's request for changes in the Space Plan or the Tenant Improvements;

5.2.4 Tenant's request for materials, components, finishes or improvements which are not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Premises, or which are different from, or not included in, Landlord's standard improvement package items for the Building; or

5.2.5 Any other acts or omissions of Tenant, or its agents, or employees;

then, notwithstanding anything to the contrary set forth in the Lease or this Tenant Work Letter and regardless of the actual date of the Substantial Completion of the Tenant Improvements, the date of

Substantial Completion of the Tenant Improvements shall be deemed to be the date the Substantial Completion of the Tenant Improvements would have occurred if no Tenant delay or delays, as set forth above, had occurred (as reasonably determined by Landlord).

ARTICLE 6

MISCELLANEOUS

6.1 **Tenant's Cooperation.** Tenant shall cooperate in good faith with Landlord to supply such information as is necessary to allow the Landlord's architects and engineers to complete any necessary architectural and engineering drawings for the Tenant Improvements in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits and in a manner consistent with, and which are a logical extension of, the Space Plan (as reasonably determined by Landlord) and otherwise in accordance with Building standards. Tenant acknowledges that the timing of the completion of the Tenant Improvements is of the utmost importance to Landlord. Accordingly, Tenant hereby agrees to fully and diligently cooperate with all reasonable requests by Landlord in connection with or related to the design and construction of the Tenant Improvements, and in connection therewith, shall respond to Landlord's requests for information and/or approvals, except as specifically set forth herein to the contrary, within one (1) business day following request by Landlord.

6.2 **Tenant's Representative.** Tenant has designated Rob Trebnik (rob_trebnik@concentra.com) (248-712-2289) as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter.

6.3 **Landlord's Representative.** Landlord shall designate a "Project Manager" who shall be responsible for the implementation of all Tenant Improvements to be performed by Landlord in the Premises. With regard to all matters involving such Tenant Improvements, Tenant shall communicate with the Project Manager rather than with the Contractor. Landlord shall not be responsible for any statement, representation or agreement made between Tenant and the Contractor or any subcontractor. It is hereby expressly acknowledged by Tenant that such Contractor is not Landlord's agent and has no authority whatsoever to enter into agreements on Landlord's behalf or otherwise bind Landlord. The Project Manager will furnish Tenant with notices of substantial completion, cost estimates for Non-Conforming Improvements, Landlord's approvals or disapprovals of all documents to be prepared by Tenant pursuant to this Tenant Work Letter and changes thereto.

6.4 **Tenant's Agents.** All subcontractors, laborers, materialmen, and suppliers retained directly by Tenant shall all be union labor in compliance with the master labor agreements existing between trade unions and the Southern California Chapter of the Associated General Contractors of America.

6.5 **Time of the Essence in This Tenant Work Letter.** In all instances where Tenant is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Landlord's sole option, at the end of such period the item shall automatically be deemed approved or delivered by Tenant and the next succeeding time period shall commence.

6.6 **Tenant's Lease Default.** Notwithstanding any provision to the contrary contained in this Lease or this Tenant Work Letter, if any default by Tenant under this Lease or this Tenant Work Letter (including, without limitation, any failure by Tenant to fund in advance the costs for any Non-Conforming Improvements) occurs, then (i) in addition to all other rights and remedies granted to Landlord pursuant to this Lease, Landlord shall have the right to cause the cessation of construction of the Tenant Improvements (in which case, Tenant shall be responsible for any delay in the Substantial Completion of the Tenant Improvements and any costs occasioned thereby), and (ii) all other obligations of Landlord

under the terms of this Lease and this Tenant Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of this Lease.

6.7 **No Constructive Eviction; Tenant Cooperation.** Notwithstanding any provision of the Prior Lease, Tenant acknowledges and agrees that the provisions of this Section 6.7 are binding upon Tenant and grant to Landlord the right to enter upon the Premises (including the Existing Premises as may be reasonably necessary) at all reasonable times prior to and after the Lease Commencement Date for purposes of constructing the Tenant Improvements. Tenant hereby acknowledges that (i) Landlord shall have no obligation to complete the construction of the Tenant Improvements prior to the Lease Commencement Date, (ii) subject to the terms and conditions of this Section 6.7, below, Landlord, the Contractor, and/or any other party involved in connection with the construction of the Tenant Improvements shall have the right to construct the Tenant Improvements on and after the Lease Commencement Date and during Tenant's occupancy of the Premises pursuant to the terms and conditions of this Lease, and (iii) notwithstanding Tenant's occupancy of the Premises during the construction of the Tenant Improvements, Tenant shall fully comply and cooperate with requests made by Landlord, the Contractor, and/or any other party involved in connection with the construction of the Tenant Improvements. Tenant, at Tenant's sole cost and expense, shall provide Landlord with (a) access to the Premises for the construction of the Tenant Improvements, and (b) a clear working area for the performance of such work (including, but not limited to, the moving of furniture, fixtures and Tenant's property away from the area in which Landlord is conducting such work). Tenant hereby agrees that the construction of the Tenant Improvements, and Tenant's inability to use any portion of the Premises as a result thereof, shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of rent. Landlord shall have no responsibility, or for any reason be liable, to Tenant for any direct or indirect injury to, or interference with, Tenant's business arising from the construction of the Tenant Improvements, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, or of Tenant's personal property or improvements, resulting from the construction of the Tenant Improvements or Landlord's actions in connection therewith, or for any inconvenience or annoyance occasioned by the construction of the Tenant Improvements or Landlord's actions in connection therewith.