

First Amendment to Office Lease LAA-8780
(Skvview Center, 6033 W. Century Blvd.)

This First Amendment to Office Lease (this "Amendment") is made and entered into as of the ___ day of _____, 2018 by and between CITY OF LOS ANGELES, a California municipal corporation, acting by order of and through its Board of Airport Commissioners ("**Landlord**"), and Myriad International Marketing, LLC, a Delaware limited liability company ("**Tenant**").

RECITALS

A. Landlord and Tenant's predecessor-in-interest, Myriad Creative, a California corporation (the "**Original Tenant**"), entered into that certain Office Lease dated August 13, 2013 (the "**Original Lease**"), that certain Assignment of Lease dated as of December 16, 2016 between Original Tenant and Tenant, whereby Tenant leases from Landlord approximately 8,272 rentable square feet of space, commonly known as Suite 900, located on the ninth (9th) floor (the "**Premises**") of that certain building at 6033 West Century Boulevard, Los Angeles, California (the "**Building**"). The Original Lease, as amended hereby, shall herein and hereafter be referred to as the "**Lease**."

B. By this First Amendment, Landlord and Tenant desire to extend the Term of the Lease 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 Amendment shall have the same respective meanings ascribed to such terms in the Lease.

2. The Extended Term. The Term of the Lease shall be extended for a period of twelve (12) months such that the Lease shall expire on September 30, 2019 (the "**New Expiration Date**"). The period from October 1, 2018 (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 unilateral right to further extend the Extended Term beyond the New Expiration Date.

3. Square Footage. Notwithstanding anything to the contrary set forth in the Lease, effective as of the New Commencement Date, the Premises shall be deemed to consist of 8,450 rentable square feet and the Building shall be deemed to consist of 206,351 rentable square feet of space.

4. Monthly Base Rent. Notwithstanding anything to the contrary in the Lease, during the Extended Term, Tenant shall pay, in accordance with applicable provisions of the Lease and this Section 4, monthly installments of Base Rent for the Premises as follows:

<u>Lease Months</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>	<u>Rate per RSF</u>
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1-12

\$228,150.00

\$19,012.50

\$2.25

5. Notwithstanding anything to the contrary in the Lease, the Rent Payment Address is as follows:

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

6. Tenant's Share; Base Year; Building Square Footage. Notwithstanding anything to the contrary in the Lease, effective as of the New Commencement Date, Tenant's proportionate share of Direct Expenses shall equal 4.0950%; the Base Year shall be 2018; and the Building shall be deemed to consist of 206,351 rentable square feet of space, which rentable square feet shall not be subject to remeasurement or modification during the Extended Term.

7. Condition of the Premises. Tenant agrees to accept the Premises in its "as-is" condition and acknowledges that Landlord shall not be obligated to provide or pay for any work or services related to the improvement of the Premises. Tenant also 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.

8. Parking. Notwithstanding anything to the contrary in the Lease, Tenant opts to lease from Landlord a total of eleven (11) unreserved parking passes for the surface parking lot at 98th Street. Tenant shall pay, on a monthly basis, the prevailing rate charged, which may later be adjusted from time to time, for such parking passes.

9. Transfer Premium. Notwithstanding anything to the contrary in the Lease, the Transfer Premium shall be fifty percent (50%), and not seventy-five percent (75%).

10. Estoppel. Tenant warrants, represents and certifies to Landlord that as of the date of this Amendment: (a) Landlord is not in default under the Lease; and (b) 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. Tenant represents and warrants to Landlord that it has not dealt with any broker with respect to this Amendment, other than Studely – John Bertram. If Tenant has dealt with any broker or person with respect to this Amendment other than Studely – John Bertram, Tenant shall be solely responsible for the payment of any fees due said person or firm and Tenant shall protect, indemnify, hold harmless and defend Landlord from any liability in respect thereto.

13. Section 4.2.5.1 of Article 4. Section 4.2.5.1 of Article 4 shall be amended as follows:

“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, ordinary or extraordinary (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon 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, appurtenances, furniture and other personal property used in connection with the Project, 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 Project, or any portion thereof. In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord states that by Tenant’s executing this Lease and accepting the benefits thereof, 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 Expenses herein.

14. Article 24. Article 24, Compliance with Law, shall be amended as follows:

Tenant shall not do anything or suffer anything to be done in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, including, without limitation, the Americans with Disabilities Act of 1990 (as may be amended) (collectively, the "**Laws**"). At its sole cost and expense, Tenant shall promptly comply with all such Laws, including, without limitation, the making of any alterations and improvements to the Premises relating to Tenant’s specific manner of use of the Premises (as distinguished from general office use). Notwithstanding the foregoing to the contrary, Landlord shall be responsible, as part of Operating Expenses to the extent permitted under Article 4 above, for making all alterations to the following portions of the Building and Project required by applicable Laws: (i) structural portions of the Premises and Building, but not including Tenant Improvements or any Alterations installed by or at the request of Tenant; and (ii) those portions of the Building and Project located outside the Premises; provided, however, Tenant shall reimburse Landlord, within ten (10) days after invoice, for the costs of any such improvements and alterations and other compliance costs to the extent necessitated by or resulting from (A) any Alterations or Tenant Improvements installed by or on behalf of Tenant, (B) the negligence or willful misconduct of Tenant or any Tenant Parties that is not covered by insurance obtained by Landlord and as to which the waiver of subrogation applies, and/or (C) Tenant’s specific manner of use of the Premises (as distinguished from general office use). 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). Since the Premises have not undergone inspection by a CASp, California Civil Code Section 1938(e) requires the following statement to be set forth in the Lease:

“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.”

Although state law does not require a CASp inspection of the Premises, Tenant shall have the right to obtain a CASp inspection of the Premises and make any necessary repairs or modifications, subject to applicable provisions of this Lease, to bring the Premises into compliance with construction-related accessibility standards which are disclosed by the CASp inspection report. Tenant, however, shall bear all costs for any CASp inspection and report, and for the cost of making any repairs or modifications necessary to correct violations of construction-related accessibility standards within the Premises. Tenant further agrees to keep all information contained in any CASp report confidential, except as may be necessary for Tenant, or its agents, to complete any repairs or correct violations. The parties mutually acknowledge and agree that, notwithstanding any presumption set forth in California Civil Code Section 1938, Tenant shall be solely responsible and liable to make any and all repairs or modifications necessary to correct violations of construction-related accessibility standards in any CASp inspection report.

15. Lease in Full Force. Except as amended and modified as set forth in this Amendment, the terms and provisions of the Lease remain the same and in full force and effect. Tenant ratifies the Lease, as amended hereby.

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

IN WITNESS WHEREOF, Landlord and Tenant have caused this 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:"
Myriad International Marketing, LLC, a
Delaware limited liability company

By:  _____

Name: David McConwen

Title: CFO + EVP, OPERATIONS

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Date: 10/4/18

By:  _____
Deputy/Assistant City Attorney