

APPROVED

SEPT 21 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-173

DATE September 21, 2023

C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC PARK – HOLOCAUST MUSEUM LA APPROVAL OF LEASE AMENDMENT, AMENDED AND RESTATED MEMORANDUM OF LEASE, AND LANDLORD ESTOPPEL CERTIFICATE – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

B Aguirre _____ M. Rudnick _____
B. Jones _____ for *C. Santo Domingo DF
B. Jackson _____ N. Williams _____

[Signature]
General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS:

- 1. Approve, subject to approval of the City Council and the City Attorney as to form, the Fourth Amendment to the Lease Agreement with Holocaust Museum LA (HMLA), substantially in the form on file in the Board of Recreation and Parks Commissioners (Board) Office and attached as Exhibit A to this Report, for, among other things, the lease of an additional portion of Pan Pacific Park for the expansion and continued operation of HMLA (Lease Amendment);
2. Direct the Board Secretary, in accordance with Executive Directive No. 3, to forward the proposed Lease Amendment to the Mayor and, concurrently, to the City Attorney for review and approval as to form;
3. Upon receipt of the necessary approvals by City Council and the City Attorney, authorize the Board President and Secretary to execute the Lease Amendment;

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4. Approve the Amended and Restated Memorandum of Lease (Memo), substantially in the form on file in the Board Office and as attached to this report as Exhibit B;
5. Authorize the Board President and Secretary to execute the Memo upon receipt of the necessary approvals;
6. Approve Landlord Estoppel Certificate (Estoppel), substantially in the form on file in the Board Office and as attached to this report as Exhibit C;
7. Authorize the Board President and Secretary to execute the Estoppel upon receipt of the necessary approvals;
8. Direct RAP staff to issue a temporary revocable Right-of-Entry Permit (ROE) to HMLA and/or its contractor for the construction of the Project, and other Project related work, for a term not to exceed 3 years;
9. Determine that the approval of the proposed documents is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of the California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines, and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
10. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a NOE; and,
11. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Pan Pacific Park is located at 7600 Beverly Boulevard in the Fairfax District community of the City. This 32.18-acre facility provides multipurpose fields, play areas, a swimming pool, a recreation center, and a senior center for the surrounding communities. Approximately 15,243 City residents live within a one-half mile walking distance of Pan Pacific Park. Due to the size of the park, and the facilities, features, and programs it provides, Pan Pacific Park meets the standard for a community park, as defined in the City's Public Recreation Plan.

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HMLA, which was founded in 1961, is the oldest survivor founded Holocaust Museum in the nation. Its mission is to commemorate those who perished in the Holocaust, honor those who survived, and house precious artifacts that weathered the Holocaust. It provides free education to students and visitors about the Holocaust.

On May 16, 2007, the Board, through Report No. 07-111, approved the relocation of HMLA to a portion of Pan Pacific Park (Exhibit D). This approval also included a 50-year Lease Agreement for the use of a portion of Pan Pacific Park for the construction, operation and maintenance of the museum building, at HMLA's sole cost. Construction was completed in October 2010.

The museum building, when opened in 2010, was designed to accommodate 15,000 visitors annually. In 2018, the museum went on to welcome over 63,000 visitors. In order to accommodate this increasing number, HMLA proposed to construct an additional structure and modify its existing structure. The terms and project plans detailing the final proposed design of the museum were memorialized in the 3rd Amendment to the Ground Lease, and approved by the Board on January 20, 2022 (Exhibit E).

HMLA has now secured construction financing for the expansion project. As a condition of their financing commitment, HMLA has furnished staff with three additional documents for execution.

HMLA Lease Amendment

In March 2023, RAP was informed that HMLA requested changes be made to the Lease Agreement. With the assistance of the City Attorney, these proposed changes were reviewed and are now recommended for approval as presented.

A summary of the major provisions of the proposed Fourth Amendment is provided below:

- The original Lease Premises did not include an approximate 0.08-acre (3,444 square foot) portion of real property located along Grove Drive, and South of Beverly Boulevard, required for the expansion project and operation of HMLA. RAP is recommending this area now be added to the Lease Premises.
- Maintenance Yard – In the event the existing RAP Maintenance Yard is demolished prior to the construction of the new Maintenance Yard, HMLA shall provide RAP with a temporary maintenance yard within Pan Pacific Park, at a location approved by RAP, until the New Maintenance Yard is completed.
- The lender for the construction financing for the expansion project has requested certain changes regarding its ability to find a new tenant in the event of a foreclosure and its ability to cure any default under the Lease. Any change in the use or operator of the premises shall require the consent of the City, which City shall consider in good faith.

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Amended and Restated Memorandum of Ground Lease

A Memorandum of Lease was executed and recorded concurrently with the original Ground Lease (Exhibit F). A legal description of the ground leased area was attached. As previously mentioned, the 3rd Amendment to the Ground Lease was executed increasing the size of the lease premises, as demonstrated with an amended legal description. Approval of the 4th Amendment will further expand the lease premises. HMLA is now asking for a Memo to reflect these changes in the legal description.

Landlord Estoppel Certificate

The purpose of the Estoppel is for HMLA to establish and certify the current status of the key terms of their lease with RAP. The terms addressed in the Estoppel include:

- Verification that the Lease is in full force and effect and HMLA is occupying the Premises pursuant to the lease. Furthermore, HMLA is not in default under the lease, nor has RAP provided any notice of default to HMLA.
- RAP is the fee owner of the Property.
- RAP has not encumbered or mortgaged its fee interest in the Property.
- The term of the Lease commenced on December 5, 2007 and shall expire on December 4, 2057.
- Bank's address, phone number and email information.

TREES AND SHADE

Approval of this report will have no impact on trees and shade at Pan Pacific Park.

ENVIRONMENTAL IMPACT

The proposed Project consists of leasing an existing facility.

According to the parcel profile report retrieved on September 10, 2023, this area is not within a coastal zone, but it resides in a liquefaction and in the methane zone. This agreement will not increase the conditions that could lead to liquefaction and the project to be built on the property will include appropriate methane dissipation systems so there is no reasonable possibility that the proposed Project will have an impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and projects that result from the proposed agreement have already been evaluated pursuant to the California Environmental Quality Act (CEQA) on January 20, 2022 with Board Report 22-011. A Phase I Environmental Site Assessment (ESA) was performed for the property in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessments (Standard Designation E 1527-05), the United States Environmental Protection Agency (US EPA) 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI). The Phase I ESA found that recognized environmental conditions

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(REC) are not present on the proposed Project site. As of September 10, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site. They have identified RB Case # I-16219 within 1000 feet from the Project site. The case is a leaking underground storage tank, closed by the Regional Water Quality Control Board in 2012. According to the Caltrans Scenic Highway Map, there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based on this information, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines and to Article III, Section 1, Class 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

Approval of this report will have no fiscal impact on RAP's General Fund.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 1: Offer affordable and equitable recreational programming.

Outcome No. 4: Angelenos connected to increased and diverse cultural programs in the park system.

Key Metric: Number of festivals and cultural events offered in parks annually.

Result: HMLA will continue to provide free education to students and visitors about the Holocaust.

This Report was prepared by Bryan Miller, Management Analyst, Planning, Maintenance, and Construction Branch, Department of Recreation and Parks.

LIST OF ATTACHMENTS/EXHIBITS

- Exhibit A – HMLA Lease Amendment 4
- Exhibit B – Amended and Restated Memorandum of Ground Lease
- Exhibit C – Landlord Estoppel Certificate
- Exhibit D – Board Report No. 07-111
- Exhibit E – HMLA Lease Amendment 3
- Exhibit F – 2007 Memorandum of Ground Lease

FOURTH AMENDMENT TO LEASE AGREEMENT BETWEEN
CITY OF LOS ANGELES
AND
HOLOCAUST MUSEUM LA
FOR
THE CONSTRUCTION AND OPERATION OF
HOLOCAUST MUSEUM LA

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is entered into this ___ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners, as Landlord (“CITY”), and HOLOCAUST MUSEUM LA (previously named The Los Angeles Museum of the Holocaust), a California public benefit 501(c)(3) non-profit corporation (“MUSEUM”), with a principal mailing address at 100 South The Grove Drive, Los Angeles, California 90036, as Tenant, and amends that certain Lease Agreement by and between CITY and MUSEUM dated October 31, 2007 (as amended to date, the “Original Lease” and as amended hereby, this “Lease”) for the property located at 100 South The Grove Drive, Los Angeles, California 90036, as described below. CITY and MUSEUM are each referred to individually as a “Party” and, collectively, as the “Parties”. Capitalized terms not defined herein shall have the meaning set forth for those terms in the Original Lease.

1. Section 5.1 and Section 5.1.1 of the Original Lease are hereby amended and restated to read as set forth below:

5.1. Use of Premises. The Premises shall be used for the purpose of a Holocaust Museum on a non-profit basis and operations and/or functions related to or incidental to such museum, including offices and storage, and exhibit spaces, including a meeting area for use of CITY upon request. Notwithstanding the preceding sentence, in the event the Leasehold Estate (as defined in Section 12.1 of this Lease) is acquired by Lender or Foreclosure Transferee (each as defined in Section 17.3 of this Lease), and the Lender or Foreclosure Transferee requests a change in use or operator of the Premises, CITY shall consider such request at CITY’s sole discretion. CITY agrees to consider such request in good faith in accordance with governing authority, and CITY and Lender or Foreclosure Transferee shall negotiate in good faith as to such request, including any amendments to this Lease necessary to accommodate such request; provided, however, CITY covenants and agrees that, in connection with any such request by the Lender or Foreclosure Transferee, no amendment shall be made to this Lease that would reduce the term of the Lease as provided in Article 2 of this Lease or increase the payments due to CITY under Section 3.1 of this Lease until such time as all obligations of MUSEUM to the Lender arising from the financing or refinancing provided by the Lender to MUSEUM are fully satisfied. For the avoidance of doubt, MUSEUM’S obligations to the Lender referred to in the preceding sentence shall include MUSEUM’S obligations to a Foreclosure Transferee arising as a result of the acquisition of the Leasehold Estate by such Foreclosure Transferee. Any and all concession operations, including the sale of food and/or beverages, gifts, material and supplies, shall be subject to prior approval by the General Manager. The permitted and required uses shall be further defined as follows:

5.1.1. Holocaust Museum LA. The Premises shall be used for the purpose of a Holocaust Museum on a non-profit basis and operations and/or

functions related to or incidental to such museum, including offices and storage, and exhibit spaces, including a meeting area for use of CITY upon request. Notwithstanding the preceding sentence, in the event the Leasehold Estate (as defined in Section 12.1 of this Lease) is acquired by Lender or Foreclosure Transferee (each as defined in Section 17.3 of this Lease), and the Lender or Foreclosure Transferee requests a change in use or operator of the Premises, CITY shall consider such request at CITY's sole discretion. CITY agrees to consider such request in good faith in accordance with governing authority, and CITY and Lender or Foreclosure Transferee shall negotiate in good faith as to such request, including any amendments to this Lease necessary to accommodate such request; provided, however, CITY covenants and agrees that, in connection with any such request by the Lender or Foreclosure Transferee, no amendment shall be made to this Lease that would reduce the term of the Lease as provided in Article 2 of this Lease or increase the payments due to CITY under Section 3.1 of this Lease until such time as all obligations of MUSEUM to the Lender arising from the financing or refinancing provided by the Lender to MUSEUM are fully satisfied. For the avoidance of doubt, MUSEUM'S obligations to the Lender referred to in the preceding sentence shall include MUSEUM'S obligations to a Foreclosure Transferee arising as a result of the acquisition of the Leasehold Estate by such Foreclosure Transferee. Any and all concession operations, including the sale of food and/or beverages, gifts, material and supplies, shall be subject to prior approval by the General Manager. The permitted and required uses shall be further defined as follows.

2. Section 5.2 of the Original Lease is hereby amended to provide that MUSEUM shall have the right to cease operations and not be open to the general public under the following circumstances (a "Permitted Closure"): (a) in connection with the MUSEUM's expansion project as approved by the Board on January 20, 2022 (Board Report #22-011) pursuant to the Third Amendment to Lease Agreement, dated October 21, 2022, between the CITY and the MUSEUM and (b) for up to 180 consecutive days as a result of casualty, condemnation, remodeling or a Force Majeure Closing (as such term is defined below) within any 12 month period. Notwithstanding anything in this Lease to the contrary, no Event of Default shall have occurred, and CITY shall have no right to terminate this Lease in the event of a Permitted Closure. For purposes of this Lease, the following terms are hereby defined:

(a) "Force Majeure Closing" shall mean the closing of the Holocaust Museum due to an act of God, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, failure of transportation, strikes, lockouts, action of labor unions, Public Health Concern, Legal Requirements, or any other cause beyond the control of the MUSEUM.

(b) "Public Health Concern" means any one or more of the following: epidemics, pandemics, plagues, viral, bacterial or infectious disease outbreaks, public health crises, national health or medical emergencies.

(c) "Legal Requirements" shall mean all laws, ordinances, regulations, and orders of all governments, government agencies and any other public authority having jurisdiction over the Premises including, without limitation, governmental restrictions on the operation of a business, provision of goods or services or on citizen liberties, including travel, movement, gathering or other activities, in each case arising in connection with any of the foregoing, and including, but not limited to, governmentally mandated closure, quarantine, "stay-at-home",

“shelter-in-place” or similar orders or restrictions, or workforce shortages or disruptions of material and/or supply chains resulting from any of the foregoing.

3. Section 12.1 of the Original Lease is hereby amended by inserting the following text at the end thereof:

Notwithstanding any term or provision of this Lease to the contrary, during such time as a Leasehold Mortgage encumbers this Lease and the leasehold estate hereby created (the “Leasehold Estate”), all fire or other insurance proceeds that become payable because of damage to or destruction of any Improvements on the Premises, shall be paid to Lender and applied in accordance with the terms and provisions of the Leasehold Mortgage and the loan documents related thereto.”

4. Section 13.7 of the Original Lease is hereby amended by inserting the following text at the end thereof:

For so long as the Leasehold Estate is encumbered by a Leasehold Mortgage, CITY hereby covenants and agrees that it shall not, without the prior written consent of Lender, encumber or mortgage its interest in the Premises or this Lease (or any portion thereof) as security for any financial obligation of CITY or any department or subordinate entity of CITY. CITY hereby acknowledges that it does not presently have, and during the term of this Lease shall not have, an ownership interest in, or any security interest in or other lien upon, any improvements, furniture, fixtures, equipment or personal property of MUSEUM located on or affixed to the Premises, whether now or hereafter existing.

5. Section 17.1 of the Original Agreement is hereby amended by inserting the following text at the end thereof:

MUSEUM’S execution and delivery of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or the Leasehold Estate, nor shall Lender or in the exercise of its rights under this Lease, be deemed to be an assignee, transferee, or mortgagee in possession of the Leasehold Estate so as to require Lender to assume or otherwise be obligated to perform any of MUSEUM’s obligations under this Lease. Upon acquiring the Leasehold Estate, whether by foreclosure or otherwise, Lender and any Foreclosure Transferee may sell, transfer and assign the Leasehold Estate on terms and to such persons and organizations as are acceptable to Lender or the Foreclosure Transferee without the consent of CITY other than the approval process set forth in Section 5.1 of this Lease. The assignor of the Leasehold Estate, following the sale, transfer or assignment of the Leasehold Estate, shall be relieved of all obligations under this Lease other than the obligations of such assignor relating to the period that assignor had ownership of the Leasehold Estate.

6. The last sentence of Section 17.3 of the Original Lease is hereby amended and restated to read as set forth below:

As used herein, the term “Lender” shall mean any lender or lenders advancing funds to MUSEUM (a) to assist MUSEUM in the construction, operation and/or maintenance of the MUSEUM and (b) to refinance any loan advancing such funds for the construction, operation and/or maintenance of the MUSEUM. The exercise of rights under Section 17.3 by Lender shall not mean that Lender is a mortgagee in possession

unless it elects in writing to become one, has control of the Premises or any other form of possession of the Premises for any purpose, or incurred any liability to either CITY or MUSEUM.

7. Section 17.3 of the Original Lease is hereby amended by inserting the following Sections 17.3.4 through 17.3.9:

“17.3.4 If CITY gives any notice to MUSEUM, then CITY shall at the same time (and by a means permitted by this Lease) give a copy of such notice to the Lender at the following address:

Farmers and Merchants Bank of Long Beach
Rossmoor Office
12535 Seal Beach Boulevard
Seal Beach, California 90740
Attention: Jeff R. Spinelli-Faris
E-mail: Jeff.Spinelli@fmb.com

or such other address as may be designated by the Lender in writing. Failure of CITY to provide such notice to Lender will not be an Event of Default under this Lease. However, CITY agrees it shall not terminate this Lease unless CITY has given like notice to Lender and Lender’s cure periods provided in Section 17.3.5 have expired. Any such notice shall describe in reasonable detail the alleged Event of Default or other event allegedly entitling CITY to exercise any rights or remedies of CITY.

17.3.5 If any Event of Default occurs, then Lender shall have the same cure period, if any, available to MUSEUM under this Lease, plus the additional time provided for below (regardless of the original time fixed for performance by MUSEUM), within which to take (if Lender so elects; and Lender shall have no duty to undertake any cure of any kind) whichever of the actions set forth below shall apply to such Event of Default:

(a) In the case of a monetary Event of Default, Lender may, at its option, cure such Event of Default within a cure period consisting of MUSEUM’s cure period under this Lease extended through such date that is 10 business days after Lender shall have received an Expiration Notice (as such term is defined below) for such monetary Event of Default.

(b) In the case of any nonmonetary Event of Default that a Lender can reasonably cure without obtaining possession of the Premises (excluding in any event a Museum Specific Event of Default (as defined below)), Lender may at its option: (i) within a period consisting of MUSEUM’s cure period for such nonmonetary Event of Default, extended through the date 30 days after Lender received written notice that the MUSEUM’S cure period has expired for such nonmonetary Event of Default (“Expiration Notice”), advise CITY of Lender’s intention to take all reasonable steps necessary to cure such nonmonetary Event of Default; (ii) commence the cure of such nonmonetary Event of Default within the extended period in clause (i); and then (during and after such extended period) diligently and expeditiously prosecute to completion the cure of such nonmonetary Event of Default; and (iii) complete such remedy diligently and expeditiously within a reasonable time under the circumstances. For purposes of this Lease, a

“Museum Specific Event of Default” means any Event of Default that either is not reasonably susceptible of cure by Lender or by its nature relates only to, or can reasonably be performed only by, MUSEUM.

(c) In the case of (i) any nonmonetary Event of Default that Lender cannot reasonably cure without possession of the Premises (including any Event of Default relating to any construction) or (ii) any Museum Specific Event of Default, Lender shall be entitled (but not required) to do the following (but only so long as, for any Event of Default other than those referred to in this paragraph (c), Lender has exercised or is exercising, within the applicable periods, Lender’s cure rights):

(i) At any time during the cure period (if any) that applies to MUSEUM, extended through the date 30 days after Lender’s receipt of an Expiration Notice for such Event of Default, or if no cure period applies to MUSEUM, then within 30 days after receiving notice of the nonmonetary Event of Default, Lender may initiate proceedings, and (subject to any stay in any bankruptcy proceedings affecting MUSEUM, or any injunction, so long as such stay or injunction has not been lifted) then diligently and expeditiously prosecute the same to completion (but not necessarily within such 30 day period), to obtain control of the Premises.

(ii) Upon obtaining control of the Premises (whether before or after the expiration of any cure period that otherwise applies), Lender or a Foreclosure Transferee shall then be entitled (but not required) to proceed with reasonable diligence and expediency to cure such nonmonetary Event of Default as is then reasonably susceptible of being cured by Lender (excluding Museum Specific Event of Defaults, which Lender need not cure at any time), within (A) 30 days after Lender shall have obtained control of the Premises or (B) if such nonmonetary Event of Default is not reasonably susceptible of cure within such period, then within a reasonable time under the circumstances. Lender, having control of the Premises, shall not be bound by any deadline for completion of any construction or alterations, or other performance, required of MUSEUM under this Lease, provided that Lender shall with reasonable diligence expeditiously prosecute completion of same and shall cure all monetary Event of Defaults within the period provided for under this Lease for such cure.

CITY agrees to accept payment or performance by Lender as though MUSEUM had done the same. Lender may at any time exercise any or all rights or remedies of MUSEUM under this Lease, including MUSEUM’s rights to give any notices under this Lease. Any exercise of such rights, and any giving of such a notice, by Lender, shall be as effective as if done by MUSEUM and once exercised by Lender, shall supersede MUSEUM’s right of exercise of such rights.

17.3.6 Notwithstanding anything to the contrary in this Lease: (a) if MUSEUM defaults under a Leasehold Mortgage, it shall not constitute an Event of Default under this Lease except to the extent that MUSEUM’s acts or omissions, in and of themselves, constitute an Event of Default under the express terms of this Lease; and (b) any Lender’s exercise of rights or remedies under any Leasehold Mortgage, including foreclosure or appointment of a receiver, shall not require CITY’S consent, violate this

Lease, constitute an Event of Default, limit CITY's obligations under this Lease, or entitle CITY to exercise any rights or remedies under this Lease.

17.3.7 If this Lease is terminated for any reason, including without limitation, by reason of an election under 11 U.S.C. §365(h) or similar provision or in accordance with the terms of this Lease, then Lender and any Foreclosure Transferee shall have the right, at its option, to assume MUSEUM's obligations under this Lease, without penalty or premium, and to obtain a new ground lease for the Premises (a "New Lease") by notifying CITY, in writing, of the exercise of such option within thirty (30) days after Lender receives notice of such termination. The New Lease shall enjoy the same priority in time and in right as this Lease over any lien, encumbrance or other interest created by CITY before or after the date of the New Lease, if any, and Lender and any Foreclosure Transferee, as successor tenant under the New Lease, shall have the same right, title and interest in and to the Premises as MUSEUM had under this Lease. The New Lease shall be for a term equal to the then-unexpired term of this Lease and shall contain other terms and conditions identical to those contained in this Lease.

17.3.8 CITY and MUSEUM agree not to amend, modify or supplement this Lease in any respect without the written consent of Lender, which consent shall not be unreasonably withheld.

17.3.9 Notwithstanding anything to the contrary in this Lease, no Lender or its designee or affiliate or any person acting for any of them shall have any personal liability under this Lease, except (a) during any period when such party is a tenant under this Lease or (b) to the extent that such party assumes in writing any of MUSEUM's obligations under this Lease or agrees in writing to cure any Event of Default. Notwithstanding anything to the contrary in this Lease or in any document or instrument executed by such Lender or its designee or affiliate, any such person's liability, past, present and future, including any then accrued liability, shall in no event: extend beyond its interest in this Lease or continue after such party has assigned this Lease."

8. Exhibit A of the Original Lease is hereby amended and restated as provided in Exhibit A attached to this Amendment. To the extent any legal description of the land on which the Premises are situated in the Original Lease is inconsistent with the legal description of such land in Exhibit A of this Amendment, the legal description of the land in Exhibit A of this Amendment shall control and all other descriptions of such land in the Original Lease are hereby modified to conform to the legal description of the land in Exhibit A of this Amendment.
9. The Amended and Restated Memorandum of Lease, substantially in the form of Exhibit B to this Amendment, shall be completed and executed by both parties concurrently with the execution of this Amendment. CITY or MUSEUM may record such Amended and Restated Memorandum of Lease.
10. If any provision of this Amendment or the application thereof to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Amendment or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11. Except as herein modified, all other terms and conditions of the Original Lease shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Original Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern and control. Each reference in this Amendment to this Lease shall be deemed also to refer to the Original Lease as modified by this Amendment.
12. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the Parties as if such facsimile or scanned documents were an original executed counterpart. Each Party hereto shall be authorized to rely upon the signatures of all of the Parties hereto on this Amendment, which is delivered by DocuSign, or “Adobe” electronic signature copy as constituting a duly authorized, irrevocable, actual, current delivery of this Amendment with original ink signatures of each person and entity.
13. Paragraph 13.2.6 of the Third Amendment to the lease dated October 21, 2022 is hereby amended and restated with the following, which expands the potential site of the temporary maintenance yard to anywhere within Pan Pacific Park.

13.2.6 Maintenance Yard. MUSEUM shall relocate the existing DEPARTMENT Maintenance Yard located on Grove Drive (the “New Maintenance Yard”). MUSEUM will fund, design, and construct the New Maintenance Yard to DEPARTMENT standards. The New Maintenance Yard will be located within Pan Pacific Park, not on the Premises, and its location and design shall be approved by DEPARTMENT prior to its construction. The New Maintenance Yard shall be equal or greater in size and configuration to the existing maintenance yard. The New Maintenance Yard shall be completed within one year of the execution of the Fourth Amendment to Lease Agreement, unless otherwise agreed to in writing by DEPARTMENT.

If the existing DEPARTMENT Maintenance Yard is proposed to be demolished prior to completion of the New Maintenance Yard, then MUSEUM shall provide DEPARTMENT with a temporary maintenance yard (the “Temporary Maintenance Yard”) within Pan Pacific Park, at a location approved by DEPARTMENT, until such time that the New Maintenance Yard is provided by MUSEUM. MUSEUM will fund, design, and construct the Temporary Maintenance Yard to DEPARTMENT standards. The size, configuration, and location of the Temporary Maintenance Yard shall be approved by DEPARTMENT prior to its construction.

[Signature Page to Follow]

IN WITNESS WHEREOF, parties hereto have caused this Fourth Amendment to Lease Agreement to be executed by their duly authorized representatives.

Executed this ____ day of 2023

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By _____
President

By _____
Secretary

Executed this ____ day of 2023

HOLOCAUST MUSEUM LA, a California nonprofit public benefit corporation

By _____
President

By _____
Secretary

Approved as to Form:

Date: _____

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy City Attorney

ATTEST:

Date: _____

HOLLY WOLCOTT, City Clerk

By _____
Deputy City Clerk

Council File Number: _____ Date of Approval: _____

Said Amendment is Number _____ of City Contracts

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Land referred to herein below is situated in the City of Los Angeles, County of Los Angeles, State of California, and is described as follows:

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EXCEPT THEREFROM, THAT PORTION OF THE HEREIN ABOVE DESCRIBED LAND LYING WITHIN THE PUBLIC STREET AS DESCRIBED IN THE COUNCIL RESOLUTION, RECORDED ON APRIL 30, 2002 AS INSTRUMENT No. [02-0995136](#), OFFICIAL RECORDS.

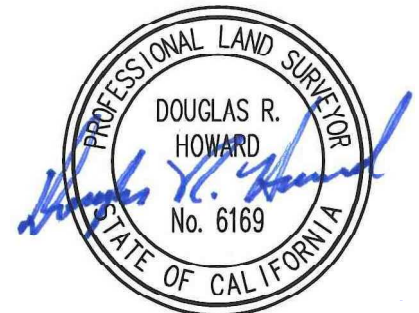
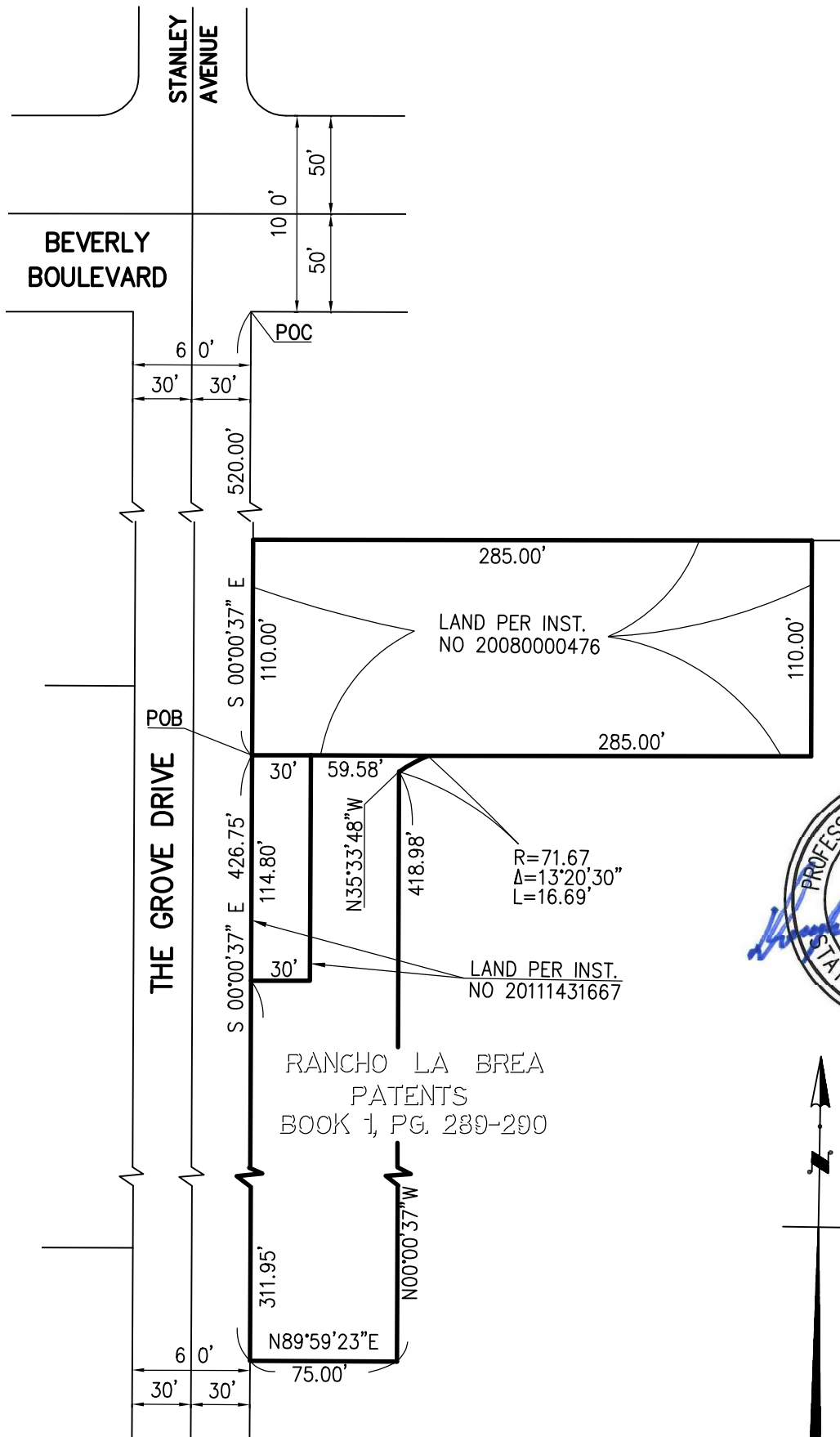
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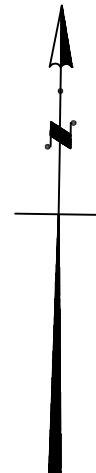
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FEET TO THE SOUTHERLY LINE OF THE LAND PER SAID QUITCLAIM DEED; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, SOUTH 89° 48' 30" WEST 89.58 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



6/06/2023



GRAPHIC SCALE,
SCALE: 1" = 80'

PSOMAS

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213) 223-1400 (213) 223-1444 (FAX)
www.psomas.com

1HOL010100 6/06/2023

EXHIBIT B

AMENDED AND RESTATED MEMORANDUM OF LEASE

Recording Requested By and Upon
Recording, Return To:

Kutak Rock LLP
Suite 4550
777 South Figueroa Street
Los Angeles, California 90017
Attention: Jessica Shaham, Esq.

Space above this line for recorder's use only

AMENDED AND RESTATED MEMORANDUM OF LEASE

This **AMENDED AND RESTATED MEMORANDUM OF LEASE** (this "Memorandum"), dated as of _____, 2023, is entered into between **CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners ("Lessor"), and **HOLOCAUST MUSEUM LA**, a California public benefit 501(c)(3) non-profit corporation F/K/A the Los Angeles Museum of the Holocaust ("Lessee").

This Memorandum amends and restates that certain Memorandum of Lease executed by Lessor and Lessee, which was dated November 7, 2007 and recorded on December 5, 2007 as Instrument No. 20072669448 in the official real property records of Los Angeles County, California.

RECITALS

A. Lessor is the owner of certain real property located in the County of Los Angeles, State of California, commonly known as 100 The Grove, Los Angeles, California 90036, more particularly described in attached **Exhibit A**, attached hereto and incorporated herein by reference, together with all buildings and other improvements located thereon (the "Property").

B. Lessor and Lessee entered into a Lease, dated October 31, 2007 (as amended to date, the "Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor the Property.

C. Lessor and Lessee desire to execute this Memorandum to provide constructive notice of Lessee's rights under the Lease to all third parties.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. Unless otherwise extended in accordance with its terms, the term of the Lease commenced on December 5, 2007 and shall expire on December 4, 2057.

2. Provisions Binding on Lessee. The provisions of the Lease to be performed by Lessee, whether affirmative or negative in nature, are intended to and shall bind Lessee and its successors and assigns at any time, and shall inure to the benefit of Lessor and its successors and assigns.

3. Provisions Binding on Lessor. The provisions of the Lease to be performed by Lessor, whether affirmative or negative in nature, are intended to and shall bind Lessor and its successors and assigns at any time, and shall inure to the benefit of Lessee and its successors and assigns.

4. Lease Terms. The lease of the Property to Lessee is pursuant to the Lease, which is incorporated in this Memorandum by reference.

5. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on transfer of the Property and Lessee's interest in the Lease.

6. Governing Law. This Memorandum and the Lease are governed by California law.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed as of the date first above written.

LESSOR:

CITY OF LOS ANGELES, a municipal corporation, acting
by and through its BOARD OF RECREATION AND PARK
COMMISSIONERS:

By: _____
Name: _____
Title: President

By: _____
Name: _____
Title: Secretary

LESSEE:

HOLOCAUST MUSEUM LA, a California
nonprofit public benefit corporation, F/K/A the Los
Angeles Museum of the Holocaust

By _____
Name: Guy Lipa
Title: Chairman of the Board

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me _____ (Notary Public),

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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The Land referred to herein below is situated in the City of Los Angeles, County of Los Angeles, State of California, and is described as follows:

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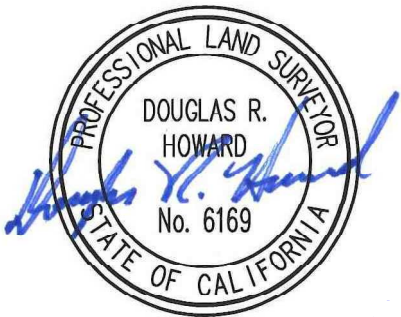
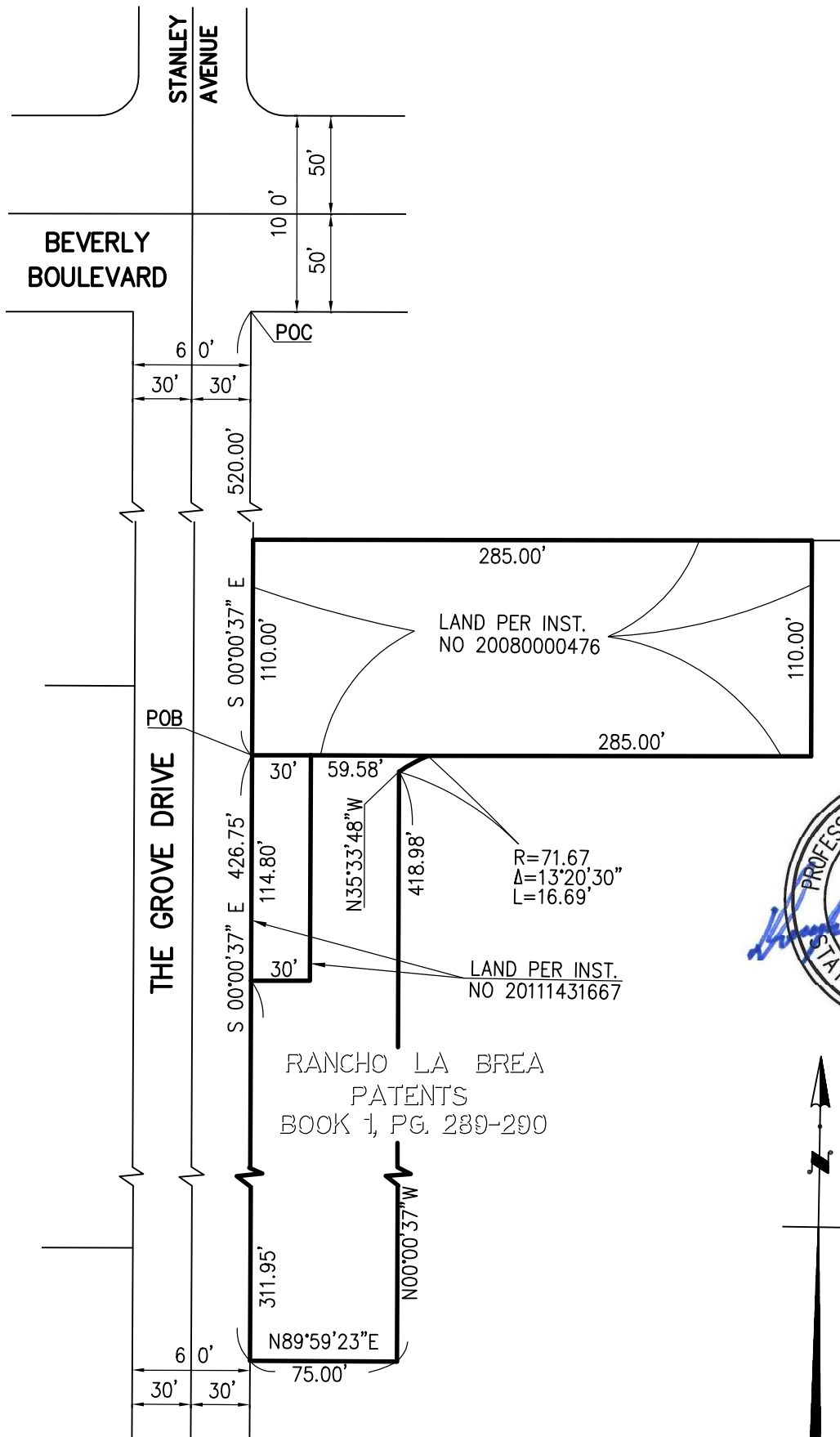
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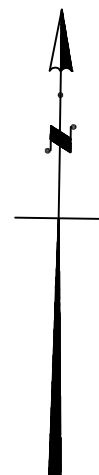
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EXHIBIT B



6/06/2023



GRAPHIC SCALE, SCALE: 1" = 80'

PSOMAS

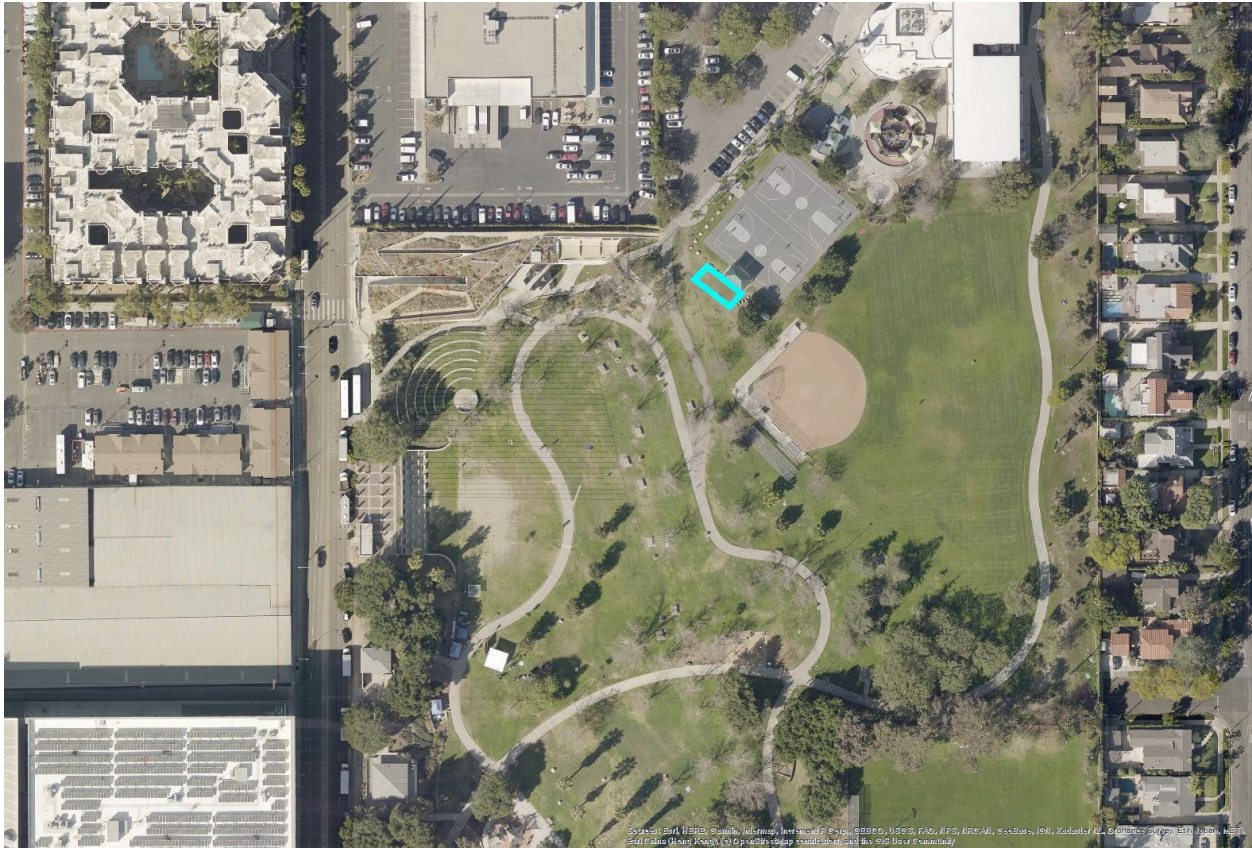
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1HOL010100 6/06/2023

Jun. 06, 2023 - 09:37:09 DWG Name: W:\HOL010100\SURVEY\LEGALS\PL\EXHIBITS_2023-0606.dwg Updated By: dhoward

EXHIBIT C

Pan Pacific Park Temporary Maintenance Shed – Location and Conditions



General Conditions:

- Contractor is responsible for appropriate grading of the affected area
- Contractor is responsible for the immediate repair of any damage to the turf and irrigation systems as a result of the temporary shed and its use
- Upon completion of the permanent maintenance facility, contractor will remove the temporary shed and restore the affected area to its previous condition or better

AMENDED AND RESTATED MEMORANDUM OF LEASE

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Recording, Return To:

Kutak Rock LLP
Suite 4550
777 South Figueroa Street
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Attention: Jessica Shaham, Esq.

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COMMISSIONERS:

By: _____
Name: _____
Title: President

By: _____
Name: _____
Title: Secretary

LESSEE:

HOLOCAUST MUSEUM LA, a California
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By _____
Name: Guy Lipa
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) ss.
COUNTY OF _____)

On _____, before me _____ (Notary Public),

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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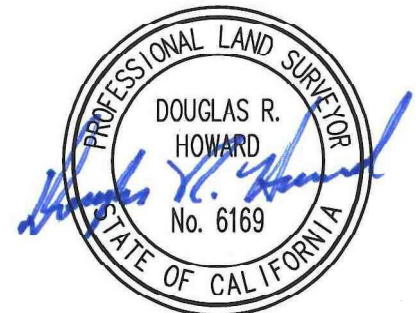
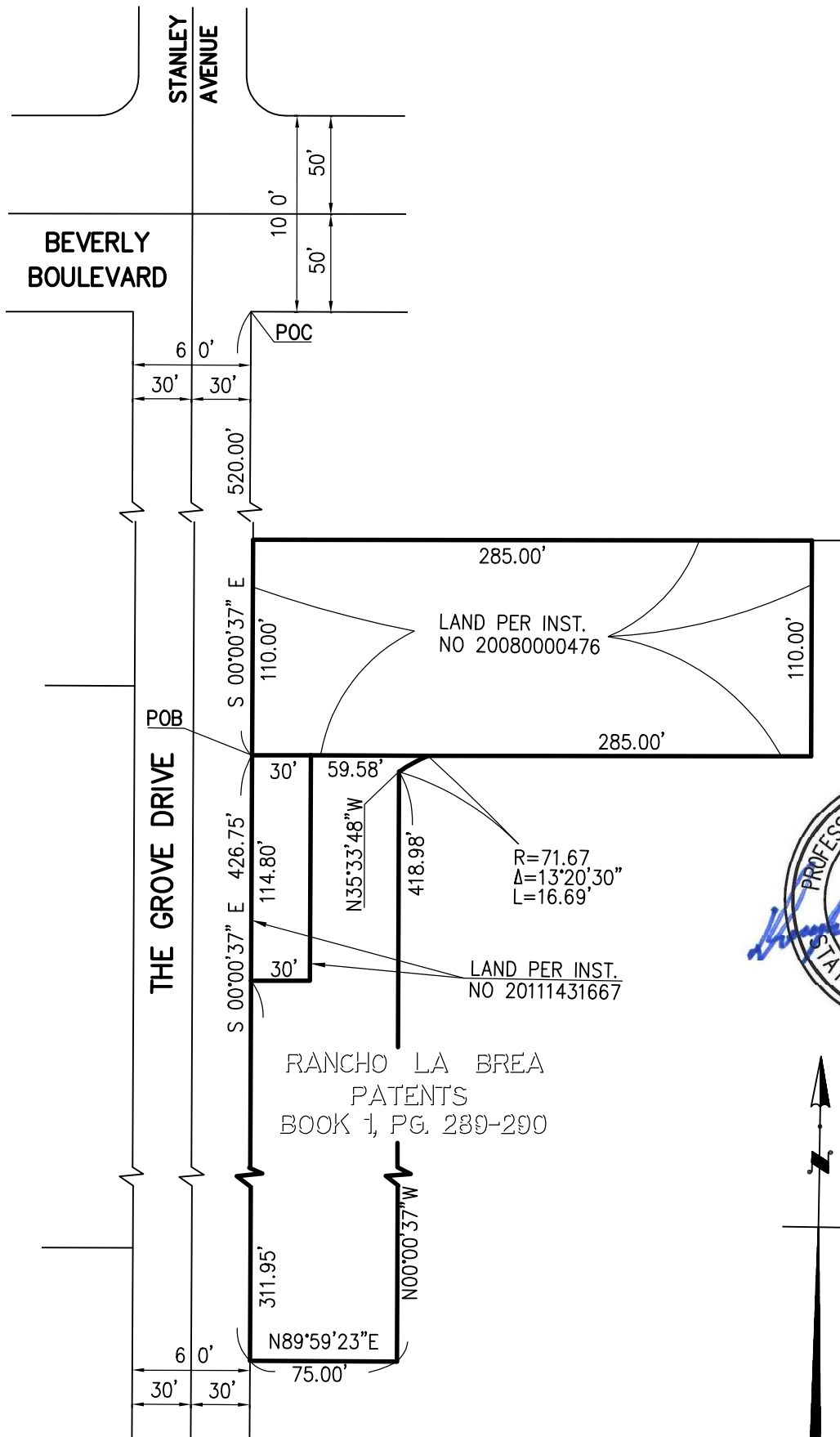
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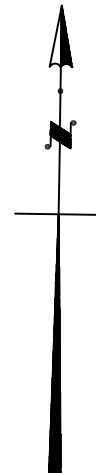
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EXHIBIT B



6/06/2023



GRAPHIC SCALE,
SCALE: 1" = 80'

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1HOL010100 6/06/2023

LANDLORD ESTOPPEL CERTIFICATE

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners ("**Landlord**") certifies, agrees, acknowledges and affirms to Holocaust Museum LA, a California public benefit corporation ("**Tenant**") and Farmers and Merchants Bank of Long Beach, a California corporation ("**Lender**") as follows:

1. Tenant is currently leasing certain real property located in Los Angeles, California as more particularly described on **Exhibit A** attached hereto (the "**Property**") pursuant to that certain Lease Agreement (as amended to date, the "**Lease**") dated October 31, 2007 between Landlord and Tenant. For purposes of this Landlord Estoppel Certificate (this "**Estoppel Certificate**"), all capitalized terms, which are not otherwise defined herein, shall have the meanings afforded to such terms under the Lease.

2. A true and complete copy of the Lease (including all amendments thereto, if any) is attached hereto as **Exhibit B**.

3. The Lease is currently in full force and effect and Tenant is occupying the Property pursuant to the Lease. To the best of Landlord's knowledge, Tenant is not in default under the Lease, nor has any event or circumstance occurred that is continuing that, with the giving of notice or the passage of time, or both, would constitute a default by Tenant under the Lease. Landlord has not given any notice of default to Tenant.

4. Landlord is the fee owner of the Property. Landlord has not granted to any third party an option or preferential right to purchase all or any part of Landlord's interest in the Property. Tenant is the tenant under the Lease and is the owner of the leasehold estate in the Property.

5. As of the date hereof, Landlord has not encumbered or mortgaged its fee interest in the Property.

6. The term of the Lease commenced on December 5, 2007 and shall expire on December 4, 2057 (the "**Term**").

7. Any improvements required by the terms of the Lease (excluding the Third Amendment thereto) to be made by Tenant (including, without limitation, the Holocaust Museum described in the Lease) have been completed to the satisfaction of Landlord.

8. Landlord hereby acknowledges and agrees that (a) the Museum Commencement Date is within sixty (60) months after the Effective Date, (b) Tenant commenced construction within thirty-six (36) months after the Effective Date and (c) Tenant provided Landlord with satisfactory proof that the funding, which is described in Section 2.6 of the Lease, was obtained within one (1) year after the Effective Date. Accordingly, the City has no right to terminate the Lease under Sections 2.4, 2.5 or 2.6 of the Lease.

9. Upon Tenant's delivery of written notice to Landlord that Tenant has granted a Leasehold Mortgage to Lender, Landlord shall deliver copies of any written notices, which are delivered by Landlord to Tenant pursuant to the Lease, to Lender at the following address:

Farmers and Merchants Bank of Long Beach
Rossmoor Office
12535 Seal Beach Boulevard
Seal Beach, California 90740
Attention: Jeff R. Spinelli-Faris
E-mail: Jeff.Spinelli@fmb.com

10. This Estoppel Certificate may be relied upon by Tenant, Lender and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Dated: _____, 2023.

LANDLORD:

THE CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Board of Recreation and Park
Commissioners

By: _____
Printed Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Land referred to herein below is situated in the City of Los Angeles, County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THAT PORTION OF THE RANCHO LA BREA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 1 PAGES 289 AND 290](#) OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF BEVERLY BOULEVARD, 100 FEET WIDE, WITH THE SOUTHERLY PROLONGATION OF THE CENTER LINE OF STANLEY AVENUE, AS SHOWN ON THE MAP OF TRACT No. 6568, AS PER MAP RECORDED IN [BOOK 72, PAGES 32 AND 33](#), OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY PROLONGATION, SOUTH 0° 00' 37" EAST, 410.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE UNITED STATES POSTAL SERVICE, RECORDED AS DOCUMENT No. [3825](#), ON JUNE 06, 1975, IN [BOOK D6680, PAGE 270](#), OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE PARALLEL WITH SAID SOUTHERLY LINE ALONG THE SOUTHERLY LINE OF THE UNITED STATES POSTAL SERVICE LOT, NORTH 89° 48' 30" EAST TO A LINE PARALLEL, WITH AND DISTANT 345.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY PROLONGATION; THENCE SOUTH 0° 00' 37" WEST ALONG LAST SAID PARALLEL LINE, 110.00 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE OF BEVERLY BOULEVARD SOUTH 89° 48' 30" WEST, 345.00 FEET TO SAID SOUTHERLY PROLONGATION; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION, 110.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM, THAT PORTION OF THE HEREIN ABOVE DESCRIBED LAND LYING WITHIN THE PUBLIC STREET AS DESCRIBED IN THE COUNCIL RESOLUTION, RECORDED ON APRIL 30, 2002 AS INSTRUMENT No. [02-0995136](#), OFFICIAL RECORDS.

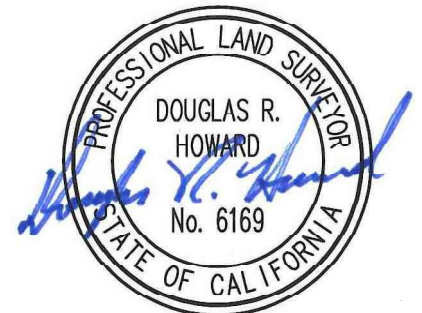
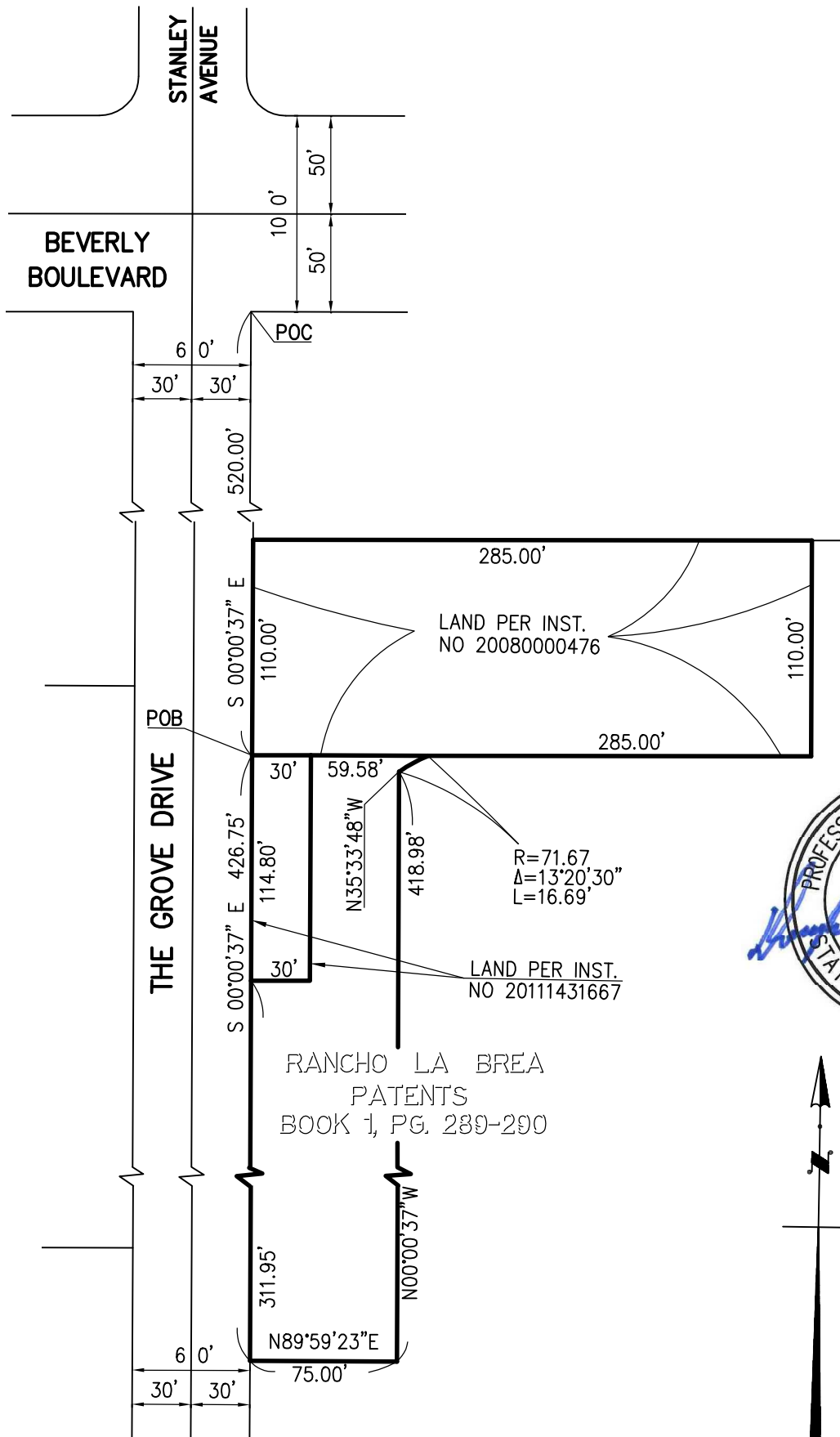
PARCEL 2:

THAT PORTION OF THE RANCHO LA BREA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN [BOOK 1, PAGES 289 AND 290](#), OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE HORIZONTAL LIMITS BEING DESCRIBED AS FOLLOWS:

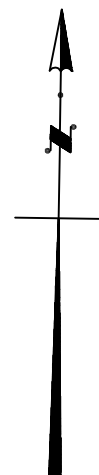
COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF BEVERLY BOULEVARD, 100 FEET WIDE, AS SHOWN ON TRACT NO. 45628, IN SAID CITY, AS PER MAP FILED IN [BOOK 1265, PAGES 33 THROUGH 39](#), INCLUSIVE OF MAPS WITH THE EASTERLY LINE OF THE GROVE DRIVE, 60 FEET WIDE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, SOUTH 00° 00' 37" EAST, 520.00 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 2, 2008 AS INSTRUMENT NO. [20080000476](#) OF OFFICIAL RECORD OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE, SOUTH 00° 00' 37" EAST 426.75 FEET; THENCE LEAVING SAID EASTERLY LINE, NORTH 89° 59' 23" EAST 75.00 FEET TO A LINE PARALLEL WITH AND LYING 75 .00 FEET EASTERLY OF THE EASTERLY LINE OF SAID THE GROVE DRIVE; THENCE NORTHERLY ALONG SAID PARALLEL LINE; NORTH 00° 00' 37" WEST 418.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 71.67 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 35° 33' 48" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 20' 30", AN ARC DISTANCE OF 16.69

FEET TO THE SOUTHERLY LINE OF THE LAND PER SAID QUITCLAIM DEED; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, SOUTH 89° 48' 30" WEST 89.58 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



6/06/2023



GRAPHIC SCALE, SCALE: 1" = 80'

PSOMAS

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213) 223-1400 (213) 223-1444 (FAX)
www.psomas.com

1HOL010100 6/06/2023

**EXHIBIT B
COPY OF LEASE**

SEE ATTACHED

LEASE AGREEMENT

BETWEEN CITY OF LOS ANGELES AND
THE LOS ANGELES MUSEUM OF THE HOLOCAUST
FOR THE CONSTRUCTION AND OPERATION OF
THE LOS ANGELES MUSEUM OF THE HOLOCAUST

ARTICLE 1. BASIC LEASE PROVISIONS

1.1. Parties. This Lease Agreement ("Lease") is entered into this 10/31 2007, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners, as Landlord ("CITY"), and the LOS ANGELES MUSEUM OF THE HOLOCAUST, a California public benefit 501-c-3 non-profit corporation ("MUSEUM"), with a principal mailing address at 6435 Wilshire Boulevard, Suite 303, Los Angeles, California 90048, as Tenant.

1.2. Recitals.

1.2.1. The City of Los Angeles will own and control certain lands, known as Pan Pacific Park under the management and control of the Board of Recreation and Parks Commissioners ("BOARD"), as soon as title to Pan Pacific Park is transferred to the City of Los Angeles from the State of California.

1.2.2. MUSEUM is a public benefit corporation formed for the purpose of establishing, developing, operating, and improving a Holocaust Museum; and

1.2.3. MUSEUM has special abilities in the areas of presentation, fund raising, education, community support and operations with respect to the Holocaust Museum; and

1.2.4. CITY and MUSEUM desire to enter into a Lease for the use of certain land within Pan Pacific Park adjacent to and where the existing Holocaust Monument Site is located (as shown in Exhibit A of this Lease), which Lease shall set forth the duties, obligations, responsibilities, aims, and goals of the parties, for the specific purpose of providing a Holocaust Museum which emphasizes commemoration and education for the citizens of Los Angeles and surrounding communities about the tragic events of the Holocaust in Europe and North Africa between 1933 and 1945 (the "Holocaust Museum").

1.3. Definitions In Lease. When used in this Lease, or any Exhibits to this Lease, except where a different definition is clearly and expressly given, the following words or phrases, capitalized as shown, shall mean:

1.3.1. CITY. The defined term "CITY" shall mean the City of Los Angeles, as Landlord of this Lease. Except where clearly and expressly provided otherwise in this Lease, any action to be taken by CITY may be taken for CITY by the General Manager as defined in Paragraph 1.3.4. Except where clearly and expressly provided otherwise in this Lease, the capacity of the City of Los Angeles in this Lease shall be as Landlord, and any benefits,

obligations, or restrictions conferred or imposed by this Lease on CITY shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law.

1.3.2. DEPARTMENT. The defined term "DEPARTMENT" shall mean the Department of Recreation and Parks of the City of Los Angeles.

1.3.3. Effective Date. The defined term "Effective Date" shall mean the later to occur of: (i) that date that the Office of the City Clerk of Los Angeles attests this Lease; or (ii) the date that the City acquires the Pan Pacific Park Area (defined below) from the State of California.

1.3.4. General Manager. The defined term "General Manager" shall mean the General Manager of the Department of Recreation and Parks of the City of Los Angeles, or such successor position as the City Council of the City of Los Angeles may designate. The defined term "General Manager" shall also include any person designated by the General Manager to act on behalf of the General Manager.

1.3.5. Pan Pacific Park Area. The defined term "Pan Pacific Park Area" shall mean the Holocaust Monument Site and the delineated land adjacent to the Holocaust Monument Site in Pan Pacific Park, located in City Council District 4 on the corner of Beverly and The Grove Drive, Los Angeles, California. The museum site is located in the northwest corner of the park, and shall occupy less than 20,000 sq. feet, as shown on Exhibit A.

1.3.6. MUSEUM. The defined term "MUSEUM" shall mean the Los Angeles Museum of the Holocaust, a California public benefit 501-c-3 non-profit corporation.

1.3.7. Museum Commencement Date. The "Museum Commencement Date" shall be the date that MUSEUM first commences the on-going operation of the Holocaust Museum to members of the general public pursuant to the terms of use in Article 5 of this Lease.

ARTICLE 2. TERM

2.1. Term. The term of this Lease shall be for fifty (50) years, beginning on the Effective Date of this Lease and expiring at midnight of the day immediately prior to the fiftieth (50th) anniversary of the Effective Date ("Term"), unless previously terminated in accordance with other provisions of this Lease.

2.2. Early Termination By MUSEUM. In the event that at any time MUSEUM is no longer able to carry out the purposes of this Lease as set forth in this Lease because of (i) corporate incapacity, (ii) lack of funds, or (iii) changed conditions in general, then MUSEUM shall have the right to terminate this Lease upon one (1) year's prior written notice to CITY. In the event of the early termination of this Lease, the provisions of Section 16.1 of this Lease shall pertain regarding termination.

2.3. Termination - Non-conforming Use. Should the Premises cease to be used for the purpose as the Holocaust Museum, or should MUSEUM cease to operate or exist or maintain its nonprofit corporate status (temporary suspension of status for a period not exceeding six (6) months shall not be considered a failure to maintain status), or should the operations conducted not be in accordance with the statutes of the United States, State of California, the County of Los Angeles, or the City of Los Angeles, or should the Premises, at the reasonable discretion of the City Council, not be used for purposes of this Lease as set forth in Article 5, then CITY may terminate this Lease pursuant to Paragraph 15.2.1. MUSEUM's right to cure pursuant to Paragraph 15.2.1 shall be applicable to this Section 2.3. Should said termination be ordered, MUSEUM will peaceably surrender the Premises and will comply with all of the requirements of this Lease with regard to termination.

2.4. Termination - Commencement Of Museum Operations. If the Museum Commencement Date is not within sixty (60) months after the Effective Date, CITY may terminate this Lease at any time on or after the sixtieth (60th) month following the Effective Date upon sixty (60) days prior written notice to MUSEUM (which notice may be given only after the end of such sixtieth (60th) month), and provided that if MUSEUM thereafter has commenced good faith operation of the Holocaust Museum prior to the effective date of such notice, then such right to terminate shall expire and this Lease shall remain in full force and effect.

2.5. Termination - Commencement Of Museum Construction. If the Museum fails to commence construction within thirty-six (36) months after the Effective Date, CITY may terminate this Lease at any time on or after the thirty-sixth (36th) month following the Effective Date upon sixty (60) days prior written notice to MUSEUM (which notice may be given only after the end of such thirty-six (36th) month), and provided that if MUSEUM thereafter has commenced good faith construction of the Holocaust Museum prior to the effective date of such notice, then such right to terminate shall expire and this Lease shall remain in full force and effect. Construction shall be deemed to commence on the date MUSEUM starts physical work on the Premises pursuant to a valid Building Permit from the City of Los Angeles.

2.6. Termination - Failure to Obtain Funding. MUSEUM shall be responsible for raising Six Million Dollars (\$6,000,000) in funds for the development of the Holocaust Museum at the Premises within one (1) year after the Effective Date. If MUSEUM fails to provide the General Manager with satisfactory proof that the Six Million Dollars (\$6,000,000) is in a secured bank account or the subject of a governmental appropriation for the Holocaust Museum at the Pan Pacific Park Area, by such date, this Lease will automatically terminate, unless extended in writing by the CITY no less than fifteen (15) days prior to one (1) year after the Effective Date, and MUSEUM will peacefully surrender the Premises and will comply with all of the requirements of this Lease with regard to termination. The sufficiency of the proof submitted will be at the sole discretion of the General Manager subject to appeal to the BOARD whose decision shall be final.

2.7 Holdover. If MUSEUM, with CITY's written consent, remains in possession of the Premises after the expiration or termination of this Lease, such possession by MUSEUM shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' prior written notice given at any time by either party. All provisions of this Lease except those pertaining to Term (Section 2.1) shall apply to the month-to-month tenancy. If MUSEUM holds over without

CITY's written consent, or after the date in any notice given by CITY to MUSEUM terminating this Lease, MUSEUM shall be deemed to be a tenant at sufferance.

2.8 Re-Leasing To MUSEUM. In the event that MUSEUM is not then in default under this Lease, commencing two years prior to the scheduled expiration of the Term of this Lease, CITY agrees to consider re-leasing to MUSEUM the Premises upon provisions and conditions mutually acceptable to CITY and MUSEUM. The foregoing agreement, however, shall not be construed so as to obligate CITY to enter into such an agreement or any agreement not permitted by law or to impose any obligations on the Premises or either party if such obligations would violate the Rule against Perpetuities, sections 715 through 719 of the Civil Code, the City Charter, or any other applicable state or municipal statute, ordinance or regulation (as they may be revised from time to time).

ARTICLE 3. CONSIDERATION AND FINANCING

3.1. Consideration. The consideration for this Lease shall be the operation of a first-class Holocaust Museum as set forth in Article 5 of this Lease at the Premises, together with the attendant benefits to the people of the City of Los Angeles, plus the annual payment during the Term of this Lease of one dollar (\$1.00) by MUSEUM.

3.2. Financing. The MUSEUM shall be required to finance the development, construction and operation of a first-class Holocaust Museum for the uses set forth in Article 5 of this Lease at the Premises and if MUSEUM fails to secure such funding within one (1) year after the Effective Date, the CITY shall be under no obligation to honor the Lease and this Lease will terminate without further obligations by CITY.

ARTICLE 4. PREMISES

4.1. Premises. MUSEUM leases from CITY the land in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by this reference (map and legal description of "Premises") and commonly known as the Pan Pacific Park Area, Los Angeles, California. The Premises are subject to all existing easements and any other restrictions of record.

4.2. Acceptance Of Premises. MUSEUM accepts the Premises on an "as is" basis as of the Effective Date of this Lease, with no obligation of CITY to modify or alter the Premises.

4.3. Reservation Of Mineral Rights And Air Rights. CITY hereby reserves all right, title, and interest in any and all gas, oil, minerals, and water beneath the Premises, below a plane five hundred (500) feet below the surface of the Premises, but without the right to use the surface of the Premises, or any area above a plane five hundred (500) feet below the surface of the Premises, for the extraction of such gas, oil, minerals, and water. CITY also reserves all right, title, and interest in any and all air rights above the Premises; provided, however, that any use of air rights by CITY shall not interfere with the public's and MUSEUM's ingress and egress to or MUSEUM's operation of the Holocaust Museum on the Premises.

4.4. Communications Sites. CITY retains the exclusive right without compensation to MUSEUM to place, or to grant a license for others to place, one or more cellular or other

communications equipment systems anywhere upon the Premises. CITY shall consult with MUSEUM with respect to the location and appearance of such equipment, but the final determination shall be made by CITY in its sole and absolute discretion; provided that any equipment shall not interfere with the public's and MUSEUM's ingress and egress to the Premises, or MUSEUM's operation of the Holocaust Museum. Nothing in this Section shall be construed to limit or prohibit MUSEUM's use of the Premises for MUSEUM's communications equipment for MUSEUM's personal use, and CITY shall require that any subsequently installed cellular or other communications equipment systems be installed and operated in a manner which does not interfere with MUSEUM's equipment. All such equipment shall be installed and operated in compliance with all applicable laws and regulations. CITY shall have the sole and exclusive right to collect and use any revenue or fees generated from the placement of such equipment. All costs related to the installation, maintenance, or operation of such equipment shall be the responsibility of CITY or CITY's licensee, including without limitation electrical power and other necessary utilities. CITY or CITY's licensee shall be financially responsible for and shall immediately commence and diligently pursue to completion any repair of damage to the Premises or the areas adjoining the Premises, or any contents thereof, caused by the installation, maintenance, or operation of such equipment. CITY or CITY's licensee shall have access to the Premises upon twenty-four (24) hours notice to MUSEUM for installation or maintenance purposes. In the event of an emergency requiring immediate access to the Premises, MUSEUM shall make every effort to accommodate the needs of CITY or CITY's licensee.

ARTICLE 5. USE OF PREMISES FOR HOLOCAUST MUSEUM

5.1. Use of Premises. The Premises shall be used for the purpose of a Holocaust Museum on a non-profit basis and operations and/or functions related to or incidental to such museum, including offices and storage. Any and all concession operations, including the sale of food and/or beverages, gifts, materials and supplies, shall be subject to prior approval by the General Manager. The permitted and required uses shall be further defined as follows:

5.1.1. The Los Angeles Museum of the Holocaust. The Premises shall be used for the purpose of a Holocaust Museum on a non-profit basis and operations and functions related to or incidental to such museum, including offices and storage, and exhibit spaces, including a meeting area for use of the CITY upon request.

5.1.2. Meeting Hall. The meeting hall which shall be constructed on the Premises shall have direct access from the outside of the museum and will be available for use by DEPARTMENT during non-peak hours for such activities as, but not limited to, a gathering place for group lectures and seminars and for use as a community meeting room. Hours of use shall be coordinated with MUSEUM in advance. DEPARTMENT shall have the right to use the meeting hall at least twelve (12) times per year.

5.1.3. Amphitheater. MUSEUM shall have use of the existing amphitheater on the Premises with advance notice of DEPARTMENT and CITY staff.

5.1.4. Entry/Foyer. The entry/foyer area which shall be constructed on the Premises shall have direct access from outside of the museum and will be available for use by

CITY after normal hours of operation for such activities as, but not limited to, a gathering place for group meetings, lectures and seminars and for use as a community meeting area.

5.1.5. Exhibition Galleries. MUSEUM shall include exhibition halls to present the Museum's permanent collection for display to the public. Such space shall be configured by MUSEUM and may be changed from time to time in MUSEUM's sole and absolute discretion.

5.1.6. Office Space. MUSEUM may include office space within the facility for use of its onsite staff members. No offices for CITY or DEPARTMENT will be provided.

5.1.7. Ancillary Facilities. MUSEUM will design and construct ancillary facilities such as, but not limited to, outdoor restroom facilities, and will rehabilitate the existing outdoor gear station and the sidewalk along Stanley Avenue/The Grove Drive from the gear station in the northwest corner up until the property line of the U.S. Post Office near the corner of The Grove Drive and Beverly Boulevard.

5.1.8. Parking/Bus Drop-off. Subterranean parking will be created, per City code, for Holocaust Museum patrons. A bus drop-off will be created on the East side of The Grove Drive by MUSEUM which will hold two (2) buses at one time for the school buses bringing children to the Holocaust Museum during hours of operation.

5.2. Operation. As partial consideration for the use of City-owned property, the Holocaust Museum shall be operated as a first-class Holocaust museum conducted on a nonprofit basis. The exhibits of the Holocaust Museum at the Premises shall be open to the general public on a year-round basis at least two-hundred and fifty (250) days per year and will serve the public with the overall operation schedule to be developed by mutual agreement of the General Manager and MUSEUM (see Section 12.2, regarding obligation after damage or destruction). MUSEUM shall post its operating schedule in a conspicuous place near the entrance to the Holocaust Museum and shall adhere to the posted hours of operation. Any changes in said operating schedule shall be posted for a reasonable period in advance of the date on which such changes are to take effect. MUSEUM shall operate the Holocaust Museum, develop educational programming, volunteer training, seminars, workshops, special programs, library, community outreach programs, special exhibition displays, and similar programs and events for the benefit of the general public, all to the extent the MUSEUM's fund-raising and staff commitments shall allow (nothing in this sentence shall be construed to modify MUSEUM's obligation to operate a first-class Holocaust museum with a major focus on education for a specified minimum number of hours per week, or the right of CITY to terminate this Lease for the failure to so operate).

5.2.1 Hours of Operation. The Holocaust Museum shall be open to the general public on a year round basis no less than two-hundred and fifty (250) days per year and serve the public of Los Angeles (January 1 through December 31). The overall operating schedule shall be developed by mutual agreement of the General Manager and MUSEUM. Hours of Operation shall reflect normal park operating hours of Sunrise to 10 p.m., except under such circumstances and conditions as may be approved in writing in advance by the General Manager. MUSEUM shall post its operating schedule in a conspicuous place near the entrance to the Holocaust Museum and shall adhere to the

posted hours of operation. The Holocaust Museum will be closed no later than 4PM on Fridays in accordance with the Jewish Sabbath, and shall be closed on Saturdays as well in accordance with the Jewish Sabbath. MUSEUM reserves the right to open after normal operating hours, occasionally on weekday evenings and/or occasional Sundays for special events with prior permission from DEPARTMENT.

5.2.2 Consideration for DEPARTMENT Programs. MUSEUM shall give consideration to groups sponsored by the DEPARTMENT that wish to use the Holocaust Museum as a location for meetings or programs when the Holocaust Museum is not open to the public. Members of such groups would be participants of programs at DEPARTMENT facilities. MUSEUM shall accommodate DEPARTMENT requests for use of the meeting space in accordance with standard reservation procedures.

5.3 Security. MUSEUM shall, at its sole cost and expense, provide for reasonable precautions to protect the security and safety of the Premises, contents contained therein, and all those who lawfully enter the Premises. In the event of an injury to a person lawfully on said Premises or emergency situation, MUSEUM shall make reasonable efforts to ensure that the injured person or emergency receives prompt and qualified attention. CITY is not obligated under this Lease to provide any security for the Premises, contents contained therein, or persons who lawfully enter the Premises. No person may live on the Premises (i.e. use of facility as a home or living quarters) except during declared emergencies.

5.3. Alcoholic Beverages. The dispensing of beer, wine, or other intoxicating liquors shall not be permitted, except under such circumstances and conditions as may be approved in writing in advance by the General Manager.

5.4. Signs and Advertising. Signage on the Premises and advertising shall be governed as follows:

5.4.1. Commercial Signs. No commercial advertising signs of any kind or type may be displayed at the Premises without the prior written approval of the General Manager, which shall not be unreasonably withheld or delayed.

5.4.2. Other Signage and Advertising. The cooperation between MUSEUM and CITY shall be recognized in a mutually agreed to manner in all signage and promotions relating to the facilities at the Premises.

5.5. Admission Fees. The Los Angeles Museum of the Holocaust is free and open to the public. The Holocaust Museum has never charged admission as it is adverse to the founding principles of the Holocaust Museum. MUSEUM reserves the right to charge a small admission fee at any time in the future, should it be deemed necessary by the Board of Trustees of The Los Angeles Museum of the Holocaust subject to the final approval of the BOARD.

5.6. Special Events. MUSEUM may conduct certain special events outside normal operating hours, weekday evenings and/or Sundays with the prior written approval of the General Manager, which shall not be unreasonably withheld or delayed, and in compliance with all policies and procedures heretofore and hereafter adopted by the CITY. MUSEUM shall provide

for and assume all costs and expenses for additional personnel and/or facilities that the General Manager deems necessary to accommodate said special event.

5.7. Ancillary Income. During the Term, in the event MUSEUM obtains income from uses of the Premises which are ancillary to the uses contemplated under this Lease (e.g., use of Premises in the filming of a motion picture), MUSEUM shall use such income only for such purposes as are consistent with the nonprofit activities permitted with respect to the use of the Premises. Any receipt of such income shall be reported to CITY in the annual report required pursuant to Section 8.1, and MUSEUM, if requested by the General Manager, shall provide the General Manager with such accountings as the General Manager shall reasonably require to demonstrate compliance with this Section. Nothing in this Section shall be construed to permit uses of the Premises not otherwise allowed under the provisions of this Lease, nor shall anything in this Section be construed to negate or modify any requirement for prior approval of activities.

5.8 Review of Functions and Operations. On a quarterly basis, or as deemed necessary by either MUSEUM or CITY, representatives of the parties will confer to evaluate adequacy of the functional and operational responsibilities of each party, as stipulated in this Lease and make such adjustments as they deem necessary.

ARTICLE 6. MAINTENANCE AND REPAIR OF MUSEUM

6.1 MUSEUM'S Responsibilities. MUSEUM shall keep and maintain, at MUSEUM's sole cost and expense, the Premises and all improvements on the Premises in good condition and repair during the entire Term of this Lease. MUSEUM shall be responsible for providing all security, maintenance, and custodial services as are required in the Premises. MUSEUM shall pay the cost of all such services. Security, maintenance, and custodial services shall be maintained at a customary and usual level for similar facilities in the Los Angeles area, except where specific levels of service are provided in this Lease or are reasonably imposed by the General Manager, in which case those levels of service shall apply. The condition and state of repair covering the entire Premises, the buildings or other structures on the Premises, interior, exterior, and all access areas thereto, shall at all times be, without limitation, as follows: Safe and free from hazard; free of rodents, insects and other pests; free from unsightly signs, displays, markings, and graffiti; free from litter and debris; all plumbing, electrical, heating cooling and other systems in good operating condition and free from hazard of obstruction of any kind; sidewalks, fencing, landscaping, and play and parking areas in neat and safe condition; all areas adequately illuminated; and all areas in such condition as not to detract from the surrounding neighborhood. CITY shall have the right to inspect the Premises for compliance under this Section pursuant to Section 9.3.

6.2 CITY Not Obligated To Repair. Except as provided expressly in this Lease, in no event shall CITY be required or obligated to perform any maintenance or to make any repairs, changes, alterations, additions, improvements or replacements of any nature whatsoever, on the Premises or the improvements thereon, or any part thereof, at any time during the Term. Moreover, nothing contained in this Lease shall be construed as requiring CITY to make any repairs or to do any maintenance necessitated by reason of the negligence of MUSEUM or anyone claiming under MUSEUM, or by reason of the failure of MUSEUM to observe or perform any conditions, covenants or agreements contained in this Lease, or by reason of any

damage to or destruction of other property caused by any improvements, alterations or additions made by MUSEUM or anyone claiming through MUSEUM.

6.3. Refuse And Trash. MUSEUM shall keep the Premises clean and sanitary at all times. No refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or allowed to remain thereon, and MUSEUM shall take all reasonable precautions to prevent any such matter or material from being or accumulating upon the Premises. MUSEUM shall provide for the collection and removal of all garbage and/or refuse from the Premises as often as is necessary and in no case less than twice weekly. MUSEUM shall furnish all equipment and materials therefor, including trash receptacles of a size, type and number approved by CITY for use by the public. Such approval shall not be unreasonably withheld. MUSEUM shall provide an enclosed area concealing trash storage from public view. MUSEUM shall, during the Term of this Lease or any extension thereof and at MUSEUM's sole expense, conduct a recycling program on the Premises in conjunction with the CITY Facilities Recycling Program of the City of Los Angeles, or any similar program subsequently implemented. Such program will include all materials which may be reasonably recycled (e.g., white paper, mixed paper, newspaper, aluminum cans, and plastic and glass containers).

6.4. Safety Deficiencies. MUSEUM shall promptly correct all safety deficiencies and violations of safety practices of which it has knowledge and shall cooperate fully with CITY in the investigation of accidents occurring on the Premises. In the event of injury to a patron or customer, MUSEUM shall use its best efforts to provide prompt and qualified medical attention to the injured person; provided, however, that nothing in this Section is intended to confer any third-party beneficiary status on any person not a party to this Lease. As soon as possible thereafter, MUSEUM shall submit to CITY a City Form General No. 87 ("Non-Employee Accident or Illness Report") or make such other report as CITY may reasonably require.

6.5. Failure To Perform Maintenance. In the event MUSEUM does not perform maintenance or repairs such that the improvements on the Premises, or any portion thereof, are no longer suitable for use by the public or other occupancy, as determined by either CITY or MUSEUM, or that the improvements on the Premises, or any portion thereof, are not in compliance with applicable federal, state, or local laws on or after the date provided for such compliance, in each case beyond applicable notice and cure periods, CITY, at its sole discretion, may:

6.5.1. Perform or have performed the necessary remedial work at MUSEUM's expense;

6.5.2. Terminate this Lease in accordance with Paragraph 15.2.1; or

6.5.3. Require the immediate vacation of the all of the improvements on the Premises or, at the sole discretion of CITY, a portion of the improvements on the Premises until such time as such maintenance or repairs are complete or such time as the improvements on the Premises are in compliance with such laws, as the case may be. The remedy provided in this Paragraph 6.5.3 may be used independently or in conjunction with the remedies provided in either Paragraph 6.5.1 or Paragraph 6.5.2.

6.6. Effect Of Inspections Or Approvals. Wherever in this Lease inspections or approvals are required from CITY in its role as Landlord under this Lease, including from the General Manager, such inspections or approvals are additional to, and are not in lieu of, any inspections or approvals otherwise required under any applicable ordinance, regulation, or statute. Such inspections or approvals by CITY are discretionary acts and shall not impose any liability on CITY to third persons nor to MUSEUM, and, in addition, shall not obligate CITY for any costs or expenses related to the construction, improvement, or maintenance of any building or other structure at the Premises.

6.7 Review of Maintenance Levels. On a quarterly basis, or as deemed necessary by either MUSEUM or CITY, representatives of the parties will confer to evaluate adequacy of the maintenance responsibilities of each party, as stipulated in this Lease and make such adjustments as they deem necessary.

ARTICLE 7. UTILITIES, SEWERS AND STORM DRAINS

7.1 Utilities. MUSEUM shall install and pay all charges associated with the installation of electricity, natural gas, sewer, water and telephone services, as well as all periodic fees for said services. MUSEUM shall, at its sole cost and expense, provide all above-ground and underground utility lines, and related improvements, required for the successful operation of the Holocaust Museum. CITY shall assist MUSEUM in obtaining such utility easements and connections as may be necessary to provide any utility service, provided that the obtaining of said easements and connections shall be at no cost to the CITY.

7.2. Sewers And Storm Drains. Sewage lines and storm drainage lines which were constructed in connection with the improvements on the Premises are the responsibility of MUSEUM, which shall maintain and repair such sewage lines and storm drainage lines at MUSEUM's sole cost and expense. To the extent that there are sewage lines and storm drainage lines within the boundaries of the Premises which predate this Lease or which were installed by CITY (other than for exclusive use of the Holocaust Museum): (i) CITY retains an easement across the Premises for such sewage lines and storm drainage lines, including the right to access such lines for the purpose of inspection, repair, and relocation, and MUSEUM shall not construct any improvements over such sewage lines or storm drainage lines without the prior written consent of the General Manager, which shall be at the General Manager's sole discretion, and (ii) CITY shall maintain and repair such sewage lines and storm drainage lines. In the event that sewer and/or drainage lines (if any) within the boundaries of the Premises are replaced, repaired or relocated as an element of a City of Los Angeles project not related to the Holocaust Museum, CITY agrees to restore, at its sole expense, any landscaping and ground conditions to the state existing prior to such activity.

ARTICLE 8. REPORTS AND AUDITS

8.1. Report To CITY. Not later than twelve (12) months following the Effective Date, and thereafter annually, MUSEUM shall provide a copy of its annual report, which includes the financial, organizational, and programmatic activities of MUSEUM to the General Manager. MUSEUM shall provide such additional information as the General Manager may reasonably request.

8.2. Business Records. CITY maintains an interest in assuring that the facilities it provides at no or minimal rent are being operated in a manner consistent with CITY's intent. Accordingly, MUSEUM shall maintain a method of accounting of all the receipts and disbursements in connection with the Premises and other facilities, if any, operated by MUSEUM jointly with the Premises which shall correctly and accurately reflect the gross receipts and disbursements received or made by MUSEUM (and, where feasible, which indicate the gross receipts and disbursements received or made by MUSEUM from the operation of the Holocaust Museum and other activities on the Premises). Nothing in this Section shall require MUSEUM to maintain separate accounts or business records from its operations at the Premises or any other location which MUSEUM may operate during the Term of this Lease.

8.3. Inspection And Audit Of Records By CITY. All documents, books and accounting records required to be maintained or retained under this Article shall be open for inspection and re-inspection by CITY with reasonable prior notice during regular operating hours during the Term of this Lease and for a period of ten (10) years thereafter. In addition, CITY may from time to time conduct, at CITY's sole cost and expense, an audit or reaudit of the books and business conducted by MUSEUM with respect to MUSEUM's operations from the Premises and observe the operation of business so that accuracy of the above records can be confirmed.

ARTICLE 9. COMPLIANCE WITH ALL LAWS AND REGULATIONS

9.1. Federal, State And Local Laws. MUSEUM agrees that in achieving its goals as set forth in this Lease, it will comply with all applicable laws, ordinances, rules and regulations enacted or promulgated or which are enacted or promulgated in the future by the City of Los Angeles, the County of Los Angeles, the State of California, and the Federal Government. MUSEUM shall also adhere to all rules and regulations that have been adopted or that may be adopted by the BOARD or any successor department, board or commission having jurisdiction over the Premises.

9.2. Compliance With Americans With Disabilities Act. MUSEUM agrees that as between MUSEUM and CITY, MUSEUM shall be responsible for compliance, including all costs of compliance, with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other federal, state, and local laws related to the accessibility of the Premises to persons with disabilities.

9.3. Right Of Entry. CITY and the General Manager, their authorized representatives, agents and employees shall have the right to enter upon the Premises at any and all reasonable times within operating hours for the purposes of inspection and observation of MUSEUM's operations. CITY shall endeavor to conduct such inspections and observations in a manner calculated to minimize disruption to the use and enjoyment of the Premises by MUSEUM, its employees, and patrons. Said inspections may be made by persons identified to MUSEUM as CITY employees or by independent contractors engaged by CITY. Inspections of areas not open to the general public shall be made with reasonable prior notice (except in the case of emergency, where no notice is required).

9.4. Operating Permits And Licenses. MUSEUM shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits, business licenses, and health permits.

ARTICLE 10. INSURANCE

10.1. Insurance. Prior to the occupancy of the Premises, under the provisions and conditions of this Lease, MUSEUM shall furnish CITY with evidence of insurance from insurers (i) reasonably acceptable to CITY, and (ii) approved to write surplus lines in the State of California or licensed to do business in the State of California, on a form reasonably acceptable to the CITY, CAO, Risk Management for the following coverages and minimum limits of insurance specified on the 146R Forms attached hereto as Exhibit B. The following coverages shall be maintained by MUSEUM at its sole cost and expense throughout the Term of this Lease. Evidence of such coverage shall be provided to CITY by MUSEUM on an Insurance Industry Certificate of Insurance (such as an ACORD Certificate), which includes the following:

10.1.1. General Liability Insurance. MUSEUM shall obtain Commercial General Liability insurance with coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury coverages included and shall provide for total limits of not less than \$1,000,000 Combined Single Limit, per occurrence, for bodily injury and property damage (during the construction phase of the Holocaust Museum Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits). Evidence of such coverage shall provide for the following:

10.1.1.1. Include CITY, its boards, officers, agencies, and employees as additional insureds with MUSEUM for the development and operation of the Holocaust Museum at the Premises and all MUSEUM's activities and insured risks related thereto.

10.1.1.2. That the insurance is primary and not contributing with any other insurance maintained by the City of Los Angeles.

10.1.1.3. That the policy include a Severability of Interest or Cross-Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability."

10.1.1.4. With respect to the interests of CITY, if an insurance company elects to cancel insurance before the stated expiration date; or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects CITY's interest, the company will provide CITY at least thirty (30) days prior written notice of such election. In addition, notice will be made by receipted delivery addressed as follows: City of Los Angeles, CAO, Risk Management, 200 North Main Street, 12th Floor, Los

Angeles, California 90012, or at such address as CITY may, from time to time, specify by written notice. It is understood, however, that such notice to CITY shall not affect the company's right to give a lesser notice to MUSEUM in the event of nonpayment of premium.

10.1.2. Property Coverage. At all times during the Term of the Lease or any extension of the Lease, with respect to any improvements on the Premises, including, without limitation, the building containing the Holocaust Museum, MUSEUM shall, at its sole cost and expense, cause to be provided and kept in force and effect insurance policies, protecting CITY and MUSEUM as their interests may appear, against loss or damage to the improvements on the Premises, in an amount consistent with what a prudent operator of a comparable building would carry providing replacement cost coverage for perils typically insured against in a California standard form fire insurance policy. The replacement cost of the improvements shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The General Manager shall have the ability, from time to time, to redetermine the valuation of the building on the Premises. MUSEUM further covenants and agrees, at its sole cost and expense, to provide and keep in full force and effect Boiler and Machinery insurance on all air conditioning equipment, boilers, and other pressure vessels and systems, whether fired or unfired, serving the improvements on the Premises.

10.1.3. Builder's Risk Insurance. Prior to the commencement of any construction or expansion of the Holocaust Museum, or major internal or external improvements to the Holocaust Museum's structure, MUSEUM shall, at its sole cost and expense, cause to be provided and kept in full force and effect "All Risks Builder's Risk" insurance, including vandalism and malicious mischief, covering improvements in place, and all materials and equipment at the job site. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this Article.

10.1.4. Insurance On Exhibits. MUSEUM may obtain other insurance covering its equipment, exhibits, artifacts, memorabilia, and other personal property in its sole discretion. CITY, as Landlord, shall have no right to require such insurance nor shall CITY be deemed a beneficiary thereof. No claims will be made to CITY by MUSEUM for losses sustained by MUSEUM. Nothing in this Paragraph, however, shall be construed to restrict the right of the City of Los Angeles, or any of its Departments, Boards, Commissions, or officers, or any other person or organization, to require MUSEUM to obtain insurance on any equipment, artifacts or other property loaned or otherwise provided to the Holocaust Museum or MUSEUM by the City of Los Angeles for exhibits, display, or other purposes.

10.1.5. Workers' Compensation. MUSEUM shall comply with the provisions of section 3700, et seq., of the California Labor Code and shall be insured (and shall require that each of its contractors and subcontractors comply with such Code and be insured) against liability for workers' compensation and employers' risk in accordance with the provisions of such Code before commencing the performance of any work on or about

the Premises or otherwise in relation to this Lease. A Waiver of Subrogation in favor of CITY is required.

10.1.6. Adjustment Of Insurance Levels. CITY reserves the right at any time during the Term of this Lease, applying generally accepted Risk Management principles, to change the amounts and types of insurance required hereunder effective at the renewal date of insurance then in effect (in no case more than one year from the written notice) by giving MUSEUM ninety (90) days written notice provided that such amounts and/or types shall be reasonably available to MUSEUM at commercially reasonable premiums.

10.1.7. Reduction Of Insurance Protection. If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies of MUSEUM outside of this Lease, MUSEUM shall give CITY prompt, written notice of any incident, occurrence, claim, settlement, or judgment against such insurance which in MUSEUM's best judgment may diminish the protection such insurance affords CITY. MUSEUM shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

10.2. Self-Insurance Programs. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of financial capacity to respond. Additionally, such programs or retention must provide CITY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

10.3. Failure To Maintain Insurance. MUSEUM's failure to procure or maintain required insurance shall constitute a material breach of this Lease under which CITY may immediately terminate this Lease, or, at its discretion, procure or renew such insurance to protect CITY's interest and pay any and all premiums in connection therewith, and recover all monies so paid from MUSEUM. If CITY elects to terminate this Lease, MUSEUM agrees to immediately cease all operations and activities under this Lease and to peacefully surrender the Premises.

10.4. Indemnification / Hold Harmless. Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, MUSEUM undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including MUSEUM'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Lease by MUSEUM or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Lease.

ARTICLE 11. IMPROVEMENTS

11.1. Improvements. All improvements constructed on the Premises by MUSEUM at any time and from time to time during the Term shall be owned by MUSEUM during the Term

(including any extension thereof). Except as hereinafter provided, all improvements on the Premises at the end of the Term shall, without any obligation on the part of CITY to compensate MUSEUM therefor, become and remain CITY's property free and clear of all claims to or against such improvements by MUSEUM or any third party, subject to right of CITY to require MUSEUM to demolish and remove all or a portion of the improvements on the Premises. MUSEUM shall take reasonable steps to remove all such claims of third parties existing at that time. Notwithstanding the foregoing, all bronze and other decorative metal, stain glass windows, historic buildings and similar items or structures which MUSEUM deems to be part of its collection shall be removable at the end of the Term, whether or not such items are improvements or fixtures.

ARTICLE 12. DAMAGE

12.1. Damage. Except as otherwise provided in this Lease, if the improvements located on the Premises are damaged and such damage was caused by fire or other peril covered by MUSEUM's insurance, MUSEUM agrees to repair such damage to the extent set forth in this Section, and this Lease shall continue in full force and effect. If 1) such improvements are damaged as the result of any cause other than perils covered by MUSEUM's insurance, or 2) during the last twenty (20) years of the Term of this Lease such improvements are damaged as the result of fire or other perils covered by MUSEUM's insurance, and the cost to repair such damages (as determined by MUSEUM in good faith) shall exceed thirty-five percent (35%) of the full replacement cost of the improvements, or 3) during the last ten (10) years of the Term of this Lease such improvements are damaged as a result of fire or other peril covered by MUSEUM's insurance, and the cost to repair such damage (as determined by MUSEUM in good faith) shall exceed fifteen percent (15%) of the full replacement cost of the improvements, then MUSEUM may, at MUSEUM's option, either (i) repair such damage as soon as reasonably practicable at MUSEUM's sole cost and expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to CITY within ninety (90) days after the date of occurrence of such damage of MUSEUM's intention to cancel and terminate this Lease of the date of the occurrence of such damage. Upon such termination, MUSEUM shall, if requested by CITY, complete demolition of the damaged Holocaust Museum or other damaged improvement and restoration of the Premises to the condition it was in prior to construction of the Holocaust Museum at MUSEUM's sole cost and expense and shall transfer any proceeds received from MUSEUM's insurance that are attributable to damage to the real property underlying the Premises, if any, to CITY.

12.2. Obligation To Restore. If this Lease is not terminated pursuant to any of the provisions of this Article 12, MUSEUM shall, to the extent of available insurance proceeds plus any deductible MUSEUM elected to carry, promptly and diligently restore and repair the improvements to substantially the same condition, to the extent possible, they were in immediately prior to the occurrence of the damage, except for modifications required by building codes and other laws and except for any other modifications to the improvements considered desirable by MUSEUM and approved by the General Manager. MUSEUM'S obligation to restore is subject to reasonable delays for insurance adjustment and other matters beyond MUSEUM's reasonable control. During any period of restoration pursuant to this Section, the Holocaust Museum shall not be required to be open for operation (except where such restoration is minimal or reasonably wouldn't effect partial operation of the Holocaust Museum).

ARTICLE 13. DESIGN AND CONSTRUCTION OF MUSEUM

13.1 Design and Construction of Museum. MUSEUM shall design and construct the Holocaust Museum in conformance with all the applicable federal, state, county, and city laws in force at the time of design. All plans shall be prepared by MUSEUM and must be submitted to the BOARD for approval. The BOARD may direct MUSEUM to submit the plans to other City of Los Angeles agencies for approval, including, without limitation, the Cultural Affairs Commission of the City of Los Angeles, the Department of Public Works of the City of Los Angeles and the Department of Building and Safety of the City of Los Angeles. Such approvals shall be at the sole discretion of the BOARD and agencies involved.

13.2 Design of Elements/Components. MUSEUM is required to design and construct the Holocaust Museum according to the scope described above, and will include but will not be limited to:

13.2.1 Meeting Hall. The meeting hall which shall be constructed on the Premises shall have direct access from the outside of the museum and will be available for use by DEPARTMENT during non-peak hours for such activities as, but not limited to, a gathering place for group lectures and seminars and for use as a community meeting room. Hours of use shall be coordinated with MUSEUM in advance. DEPARTMENT shall have the right to use the meeting hall at least twelve (12) times per year.

13.2.2. Entry/Foyer. The entry/foyer area which shall be constructed on the Premises shall have direct access from outside of the museum and will be available for use by CITY after normal hours of operation for such activities as, but not limited to, a gathering place for group meetings, lectures and seminars and for use as a community meeting area.

13.2.3 Office Space. MUSEUM shall include office space within the facility for use of MUSEUM staff. No offices for CITY or DEPARTMENT staff will be provided.

13.2.4 Ancillary Facilities. MUSEUM will design and construct ancillary facilities such as, but not limited to, outdoor restroom facilities and will rehabilitate the existing outdoor gear station and the sidewalk along Stanley Avenue/The Grove Drive from the gear station in the northwest corner up until the property line of the U.S. Post Office near the corner of The Grove Drive and Beverly Boulevard.

13.2.5 Parking/Bus Drop-off. Subterranean parking will be created, per City code, for Holocaust Museum patrons. A bus drop-off will be created on the East side of The Grove Drive by MUSEUM which will hold two (2) buses at one time for the school buses bringing children to the Holocaust Museum during hours of operation.

13.3 Design Submission Requirements. During the design phase, MUSEUM shall provide DEPARTMENT with various submittals for approval. These include but are not limited to the following:

13.3.1 Schematic Plans. Schematic plans shall include at least the following: analysis of requirements and proposed uses including site utilization and computation of required floor, parking, yard and other areas necessary to the proposed uses; single-line drawings

illustrating appropriate floor areas and arrangement of the various uses, and site utilization; specifications indicating construction methods, concepts and materials, including mechanical and electrical concepts; and approximate estimates of construction costs.

13.3.2 Preliminary Plans. Preliminary plans shall include at least the following: drawings illustrating in greater detail than the schematic plans, floor area relationship, the various requirements of different occupancies, elevations, sections, and architectural, structural, civil, mechanical, electrical, landscaping and other design aspects; preliminary specifications for the project arranged in Construction Specification Institute form; preliminary estimate cost of construction; and a colored perspective Delineation or Rendering of the project.

13.3.3 Working Drawings. Working drawings shall include at least the following: computations and specifications, in accordance with the approved preliminary plans, including necessary drawings in sufficient detail to provide adequate information for accurate minimum bids; a detailed final estimate of cost of construction of the project; and complete checking and coordination of all architectural, structural, civil, landscape, mechanical and electrical drawings.

13.3.4 Final Plans. Final plans shall include at least working drawings and specifications that have been processed through plan check review and other required corrections.

13.4 Construction of Museum. MUSEUM shall construct the Holocaust Museum in conformance with all the applicable federal, state, county, and city laws in force at the time of construction and in conformance with the site and building plans prepared by MUSEUM and approved by the BOARD, and such other City of Los Angeles agencies as the BOARD may designate for approval.

13.4.1 Commencement of Construction. Prior to commencing construction, MUSEUM shall deliver to City evidence that full funding is in place to construct the Holocaust Museum.

13.4.2 Progress Report. MUSEUM shall submit a construction progress report on a monthly basis.

13.4.3 As Built Drawings. MUSEUM shall submit to the BOARD reproducible "As Built" drawings of all improvements constructed on the Premises with the exception of the security system. Such plans shall also include plans for landscaping and other outdoor improvements related to the Holocaust Museum. "As Built" drawings of the security system shall be retained by MUSEUM until such time as the Lease is terminated or expires, at which time the security system "As Built" drawings shall be submitted to the BOARD.

13.5 Demolition And Hazardous Materials Disposal. MUSEUM shall, at MUSEUM's sole cost and expense, be responsible for the demolition and disposal of any improvements on the

Premises as of the Effective Date not needed or desired by MUSEUM for the Holocaust Museum facility. MUSEUM shall also, at MUSEUM's sole cost and expense, be responsible for any remediation of Hazardous Materials (as defined in Paragraph 14.1.3) required during site preparation or construction of improvements on the Premises; provided, however, that in the event MUSEUM determines that such remediation renders the contemplated Holocaust Museum project economically unfeasible, MUSEUM may terminate this Lease upon written notice to CITY and restoration of the Premises to substantially the condition existing prior to any site preparation or construction.

13.6. No CITY Liability. Nothing contained in this Lease shall be construed or deemed to construe or deemed to create any obligation or liability, including, without limitation, liability as a guarantor or surety, on the part of CITY with respect to the Holocaust Museum or any other improvements constructed from time to time, or any plans or specifications, construction contracts, financing or other matter, instrument or document of any nature whatsoever relating to such improvements. CITY is not and shall at no time be liable to any creditor of MUSEUM or any other persons occupying any part of the Premises or the improvements thereon as a sublessee, licensee or otherwise or to any claimant against the estate or property of MUSEUM or such other occupants for any of their debts, losses, contracts or other obligations. The relationship between CITY and MUSEUM is solely that of lessor and lessee and is not and shall not be deemed a partnership or joint venture.

13.7. Mortgages; Mechanic's And Materialmen's Liens. During the Term, the real property underlying the Premises shall not be used as security for any loans or mortgages or otherwise have any liens placed on it. By way of specification without limitation, MUSEUM shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by MUSEUM and shall indemnify, hold harmless and defend CITY from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of MUSEUM. In the event that MUSEUM shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, CITY shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to MUSEUM, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by CITY and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by MUSEUM to CITY on demand.

13.8. Performance and Payment Bond. MUSEUM shall require its general contractor to provide both a construction performance bond and a payment bond. The performance bond shall name the CITY as an additional loss payee, in the amount of its contract sum. MUSEUM or any contractor of MUSEUM shall pay all bond premiums, costs and incidentals. The bonds shall be in an amount equal to one hundred percent (100%) of the construction contract price, so as to be available to ensure completion in the event of a default by the contractor and to satisfy claims of material suppliers and of mechanics and laborers employed by the construction firm on the work. In the event MUSEUM utilizes a separate contractor or contractors for construction of the interior improvements of the Holocaust Museum, MUSEUM shall require said contractor or contractors to provide their own bond(s) in the amount of their respective contracts, with the performance bond naming the CITY as additional loss payee. Said bond(s) shall be in an amount

equal to one hundred percent (100%) of the respective construction contract price, to be sufficient to ensure completion in the event of a default by the contractor and to satisfy claims of material suppliers and of mechanics and laborers employed by the construction firm on the work. All bonds referred to in this paragraph shall be maintained in full force and effect until the work as shown on the approved plans is substantially completed and accepted by MUSEUM and CITY, and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

13.8.1 **Insufficient Surety.** Should any such surety bond become insufficient, MUSEUM or MUSEUM's contractor shall make such surety bond sufficient within ten (10) days after receiving notice from CITY. Should any such surety at any time be unsatisfactory to CITY, notice will be given MUSEUM to that effect. Changes in the work, or extensions of time, made pursuant to any construction contract, shall in no way release MUSEUM or MUSEUM's contractor from their obligations. Notice of such changes or extensions shall be waived by any Surety.

13.9 Prevailing Wages. MUSEUM understands that the construction of the Holocaust Museum may be considered "public work" within the meaning of section 1720.2 of the California Labor Code, and therefore agrees, to the extent that the construction of the Holocaust Museum is determined to be "public work," that all workers employed on the construction of the Holocaust Museum shall be paid not less than the general prevailing rate of wages for work of a similar nature in the Los Angeles area.

ARTICLE 14. HAZARDOUS MATERIALS

14.1. Hazardous Materials. CITY and MUSEUM agree as follows with respect to the existence or use of Hazardous Material (as defined in Paragraph 14.1.3) on the Premises:

14.1.1. Prohibition. MUSEUM shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by MUSEUM, its agents, employees, contractors or invitees in violation of law or in quantities which would require reporting to a governmental entity, without the prior written consent of the General Manager, acting at the General Manager's sole discretion. If MUSEUM breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by MUSEUM results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which MUSEUM is legally liable to CITY for damage resulting therefrom, then, MUSEUM shall indemnify, hold CITY harmless, and defend CITY (with counsel reasonably acceptable to CITY) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space on the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of CITY by MUSEUM includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political

subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by MUSEUM results in any contamination of the Premises, MUSEUM shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that CITY's approval of such actions shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. However, the foregoing provisions shall not prohibit MUSEUM from transportation to and from, and the use, storage, maintenance, and handling within, the Premises of substances customarily used in connection with normal office or museum use provided: a) such substances shall be used and maintained only in such quantities as are reasonably necessary for the, permitted use of the Premises set forth in Section 5.1 of this Lease, strictly in accordance with applicable laws and the manufacturers' instructions therefor; b) such substances shall not be disposed of, released, or discharged at the Premises, and shall be transported to and from the Premises in compliance with all applicable laws, and as CITY shall reasonably require; c) if any applicable law or the trash removal contractor requires that any such substances be disposed of separately from ordinary trash, MUSEUM shall make arrangements at MUSEUM's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site, and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances on or around the Premises; and d) any remaining such substances shall be completely, properly, and lawfully removed from the Premises upon expiration or earlier termination of this Lease.

14.1.2. Compliance Costs. CITY and MUSEUM acknowledge that CITY may become legally liable for the costs of complying with laws relating to Hazardous Material which are not the responsibility of MUSEUM pursuant to Paragraph 14.1.1, including the following: (1) Hazardous Material present in the soil or ground water; (2) a change in Laws which relate to Hazardous Material which make such Hazardous Material which is present on the Premises as of the Effective Date, whether known or unknown to CITY, a violation of such new laws; (3) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves on to or under the land; (4) Hazardous Material present on or under the land as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the land by other owners of the Premises or their agents, employees, contractors or invitees, or by others. Accordingly, CITY and MUSEUM agree that the cost of complying with laws relating to Hazardous Material on the Premises for which CITY may be legally liable shall be borne by CITY unless the cost of such compliance, as between CITY and MUSEUM, is made the responsibility of MUSEUM pursuant to this Lease (see, for example, Section 13.5).

14.1.3. "Hazardous Material" - Definition. As used herein, the defined term "Hazardous Material" means any chemical, substance, material, or waste or component thereof the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law, or which is now or hereafter listed, defined, or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material or waste or

component thereof (whether injurious by themselves or in conjunction with other materials) by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Hazardous Material" includes, without limitation, any material or substance which is: e) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); f) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.); g) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code Section 25500, et seq.); h) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances, California Health and Safety Code Section 25280, et seq.); i) petroleum; j) asbestos; k) defined as a "hazardous constituent," "hazardous material," "hazardous waste," or "toxic waste" under Article 2 of Chapter 10 (Section 66260.10) or defined as a "hazardous waste" under Article 1 of Chapter 11 (Section 66261.3) of Title 22 of the California Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste, 22 C.C.R. Section 66001, et seq.); l) designated as a "hazardous substance" pursuant to Section 311 (33 U.S.C. § 1321) of the Clean Water Act of 1977, as amended (Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.); m) defined as a "hazardous waste" pursuant to Section 1004 (42 U.S.C. § 6903) of the Federal Resource Conservation and Recovery Act of 1976, as amended (RCRA, 42 U.S.C. § 6901, et seq.); n) defined as a "hazardous substance" pursuant to Section 101 (42 U.S.C. § 9601) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA, 42 U.S.C. § 9601, et seq.); or o) defined as "hazardous material" under Section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), as such laws may be amended from time to time, and the regulations adopted and publications promulgated pursuant to such laws.

14.1.4. Disposal of Hazardous Material. If MUSEUM disposes of any soil, material or groundwater contaminated with hazardous material, MUSEUM shall provide CITY copies of all records including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site and the location of the disposal site. Except where presence of Hazardous Material predated this Lease, CITY shall not appear on any manifest document as a generator of such material disposed of by MUSEUM.

14.1.5. Hazardous Material Tests. Any tests required of MUSEUM by this Article shall be performed by a State of California Department of Health Services certified testing laboratory satisfactory to CITY. By signing this Lease, MUSEUM hereby irrevocably directs any such laboratory to provide CITY, upon written request from

CITY, copies of all of its reports, test results, and data gathered. As used in this Article, the term "MUSEUM" includes agents, employees, contractors, subcontractors, and/or invitees of MUSEUM.

14.1.6. Notice Of Hazardous Substances. California Health and Safety Code section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath that real property to, prior to the lease or rental of that real property or when the presence of such release is actually known, give written notice of that condition to the lessee or renter. California Health and Safety Code section 25359.7(b) requires any tenant of real property who knows, or has reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath that real property to give written notice of such condition to the owners. MUSEUM and CITY shall comply with the requirements of section 25359.7 and any successor statute thereto and with all other statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to hazardous substances.

ARTICLE 15. DEFAULT AND CANCELLATION

15.1. Events Of Default. The following occurrences are "Events of Default":

15.1.1. Breach Of Lease. MUSEUM materially breaches or fails in the performance of any of the provisions or conditions of this Lease;

15.1.2. Failure To Conform To Laws. MUSEUM fails to conform to applicable laws, rules or regulations; or

15.1.3. Failure To Follow Instructions. MUSEUM fails to substantially follow or substantially conform to any of the directions or instructions that may be properly made by CITY; or

15.1.4. Incapacity To Perform. MUSEUM becomes unable through corporate or personal incapacity to fulfill its obligations under this Lease.

15.2. Default - CITY's Remedies. If any one or more Events of Default set forth in Section 15.1 occurs, then CITY may, at its election, without any further notice to or authorization from MUSEUM, and without waiving its rights at any time to select any other remedy provided in this Section, elsewhere in this Lease, if applicable, or under law, do any one or more of the following:

15.2.1. Termination Of Lease. CITY may give MUSEUM written notice of such Event of Default. If MUSEUM does not cure said default within thirty (30) days after notice (forthwith for a default involving sanitary or safety conditions and maintaining insurance required under this Lease) or such longer period as is reasonably necessary to remedy such default, provided that MUSEUM shall continuously and diligently pursue such remedy at all times until such default is cured, CITY may, by delivering written notice to MUSEUM, terminate this Lease and MUSEUM shall vacate the Premises and comply with Section 16.1; and/or

15.2.2. Recovery At Law. CITY may recover at law any and all claims which may be due CITY; and/or

15.2.3. Self-help. CITY may perform such work as it deems necessary to cure said Event of Default and charge MUSEUM for the cost of labor and materials expended, plus thirty percent (30%) of said cost for, administrative overhead. The General Manager may exercise this option immediately in an Event of Default involving sanitary or safety considerations. Otherwise, the General Manager may exercise this option within thirty (30) days after giving MUSEUM written notice of a default involving Premises' maintenance. CITY shall provide MUSEUM with reasonably detailed invoice for the labor and materials expended, plus administrative overhead, and MUSEUM shall pay the full sum of the invoice within sixty (60) days of MUSEUM's receipt of the invoice. In the event MUSEUM disputes any of the charges on the invoice or MUSEUM's obligation to pay for any or all of the items, MUSEUM shall pay the full sum of the invoice within the sixty (60) day period, subject to prompt reimbursement from CITY to the extent MUSEUM prevails on any items in dispute.

The specified remedies to which CITY may resort under the provisions of this Lease are cumulative and not intended to be exclusive of any other remedies afforded by law.

15.3. No Waiver. The conduct of either party or the acceptance of all or part of any payment by CITY after an Event of Default for any period after an Event of Default shall not be deemed a waiver of any rights and remedies, nor a waiver of the default of the same or any other provision, covenant or condition. Waiver by either CITY or MUSEUM of any breach by the other of any covenant, condition or obligation herein contained or failure by either CITY or MUSEUM to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the failure of any such covenant, condition or obligation or of any subsequent breach of any such covenant, condition or obligation nor bar any right or remedy of CITY or MUSEUM in respect of any such subsequent breach.

15.4. Default By CITY. In the event CITY defaults in the performance of any of the provisions or conditions of this Lease, and if a written notice of such default is issued to CITY by MUSEUM, and if CITY does not commence to cure said default within sixty (60) days of receipt of said notice, MUSEUM may immediately terminate this Lease and/or obtain specific performance.

ARTICLE 16. SURRENDER OF PREMISES

16.1. Surrender Of Premises. Upon termination of this Lease, should MUSEUM choose not to renew the lease with the CITY after its fifty (50) year term MUSEUM shall quit and surrender possession of the Premises to CITY in good and usable condition, subject to normal wear and tear; provided, however, that the BOARD, at the BOARD's sole discretion, may require MUSEUM to demolish and remove all or a portion of the improvements on the Premises and restore the demolished portion of the Premises. Except as provided in Section 11.1, any improvements which have been constructed or erected on the Premises shall, upon termination of

this Lease, become the property of CITY. MUSEUM'S collections and all personal property and fixtures related thereto, and all property described in Section 11.1 shall remain the property of MUSEUM or its assigns and may be removed by MUSEUM from the Premises upon termination of this Lease. Should MUSEUM fail to remove such property, improvements, or fixtures after the termination of this Lease, CITY may, at CITY's option: (1) retain all or any of such property, and title thereto shall thereupon vest in CITY; or (2) remove the same, in which event MUSEUM shall pay to CITY upon demand the reasonable costs of such removal plus the cost to restore the Premises to an acceptable condition as approved by the BOARD.

16.2. No Implied Surrender. MUSEUM agrees on the last day of the Term, or on the earlier termination of this Lease, to surrender the Premises, including all then existing improvements other than the items identified in Section 11.1 which are to be removed. No act or thing done by CITY during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by CITY.

16.3. Failure To Surrender. If MUSEUM fails to surrender the Premises, together with the improvements thereon, upon the termination of this Lease, MUSEUM agrees to indemnify and hold harmless CITY from and against any loss or liability, including costs and reasonable attorney's fees, resulting from such failure to surrender, including, but not limited to, any claims made by any succeeding tenant based on or resulting from such failure to surrender. Nothing herein contained shall be construed as a consent to any occupancy or possession of any portion of the Premises and the improvements thereon by MUSEUM beyond the expiration of the Term or the earlier termination of this Lease.

ARTICLE 17. ASSIGNMENT AND BANKRUPTCY

17.1. Assignment And Subletting. MUSEUM shall not under-let or sublet the Premises or any part thereof or allow the same to be used or occupied by any other person, group or organization for any other use than that herein specified, nor assign this Lease, nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the consent of the BOARD and the City Council, which may give or deny consent at their sole discretion (provided that MUSEUM shall have the right to sublease or contract for the operation of a food service enterprise, gift shop, or other related undertaking with the prior consent of the General Manager, which consent shall not be unreasonably withhold or delayed). In addition, the General Manager, or the BOARD, may give consent for subleases of not more than five (5) days in duration involving uses of portions of the Premises consistent with the provisions of this Lease. Short term and occasional use of the Premises for other activities such as location filming, special events, and projects with artists or other non-profit or governmental agencies shall not be considered as assignments or subletting and MUSEUM may allow such use with the prior consent of CITY (however, net income, if any, from such activities is subject to the provisions of Section 5.7). MUSEUM shall not rent, lease, or offer any space for storing any article or articles unrelated to MUSEUM within or on the Premises, without the prior written consent of the General Manager. Any attempt to sublease, assign, or transfer without the consent required by this Section shall be void and shall transfer no rights to the Premises. If MUSEUM believes that CITY has abused its discretion in denying consent, MUSEUM's sole remedy will be to seek a declaratory judgment that CITY has abused its discretion or an order of specific performance. MUSEUM will not have any right to damages.

17.2. Bankruptcy. To the extent permitted by law, neither this Lease nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. To the extent the previous sentence is not permitted by law, in the event that MUSEUM shall be adjudicated a bankrupt, or become involved in any proceedings under the bankruptcy laws of the United States or the receivership laws of the State of California, or if the leasehold interest created by this Lease or any improvements constructed pursuant to this Lease are transferred due to operations of law, including, without limitation, the enforcement of a judgment, the trustee in bankruptcy, the receiver, the assignee, or the judgment purchaser shall be bound by all provisions of this Lease, including, without limitation, the requirement that the Premises be operated as a nonprofit museum (Section 5.1).

ARTICLE 18. CONDEMNATION

18.1. Condemnation. Should any or all of the Premises be acquired for public use under the power of eminent domain or by purchase in lieu thereof, CITY shall be entitled to all compensation and severance damages attributable to the land. MUSEUM shall receive any compensation and severance damages which may be paid for damage or loss of buildings, other improvements, and personal property.

ARTICLE 19. NOTICES

19.1. Notices. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States mail, postage prepaid, return receipt requested, or transmitted by telecopier (e.g., Fax) or electronic mail (upon mutual agreement of participating parties), in which case the receiving party shall immediately confirm receipt of such telecopied or e-mailed notice. All notices are effective upon receipt. For the purposes of such notices, the addresses for the parties are set forth in Section 19.2 below. In the event CITY is unable to give notice to MUSEUM at the address(es) provided to CITY by MUSEUM, notice shall be deemed effective when addressed to MUSEUM at the Premises. Either party may from time to time designate another person or place in a notice.

19.2. Notices - Where Sent. All notices given under this Lease which are mailed or telecopied shall be addressed (unless redesignated as provided above) to the respective parties as follows:

To CITY or General Manager:

City of Los Angeles

Board of Recreation and Parks Commissioners

1200 W. 7th Street, 7th Floor

Los Angeles, California 90017

Telecopier: (213) 928-9048

with a copy of any notice to General
Manager

Department of Recreation and Parks

1200 W. 7th Street, 7th Floor

Los Angeles, California 90017

Telecopier: (213) 928-9031

with a copy of any notice to

Office of the City Attorney

Real Property/Environment Division

700 City Hall East
200 North Main Street
Los Angeles, California 90012-4130
Telecopier: (213) 978-8090

To MUSEUM:
Executive Director
Los Angeles Museum of the Holocaust
6435 Wilshire Boulevard Ste. 303
Los Angeles, California 90048
Telephone: (323)651-3704

ARTICLE 20. ORDINANCE MANDATED PROVISIONS

20.1 Child Support Assignment Orders. This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders. Pursuant to this Section, MUSEUM (and any subcontractor of MUSEUM providing services to City under this Lease) shall (1) fully comply with all State and Federal employment reporting requirements for MUSEUM's or MUSEUM's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of MUSEUM 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 MUSEUM 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 MUSEUM 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 MUSEUM by City (in lieu of any time for cure provided in Article 15).

20.2. Service Contract Worker Retention Ordinance. This Lease is subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative. The SCWRO requires that, unless specific exemptions apply, all employers (as defined) 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

SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, CITY has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

20.3. Living Wage Ordinance.

20.3.1. 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. The LWO requires that, unless specific exemptions apply, any employees of tenants or licensees of City property who render services on the leased or licensed premises are covered by the LWO if any of the following applies: (1) the services are rendered on premises at least of 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 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 (July 1, 2006, levels: \$9.39 per hour with health benefits of at least \$1.25 per hour or otherwise \$10.64 per hour). 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 (\$12.00) 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. MUSEUM shall permit access to work sites for authorized CITY representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by CITY. Whether or not subject to the LWO, MUSEUM 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), MUSEUM agrees to comply with federal law prohibiting retaliation for union organizing.

20.3.2. Living Wage Coverage Determination. DEPARTMENT has made the initial determination that this Lease, as a public lease or a public license, is subject to the LWO. MUSEUM, although subject to the LWO, may be exempt from most of the requirements of the LWO if MUSEUM qualifies for such exemption under the provisions of the LWO. Determinations as to whether an employer or employee is 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. Applications for exemption must be renewed every two (2) years. To the extent MUSEUM claims non-coverage or exemption from the provisions of the LWO, the burden shall be on MUSEUM to prove such non-coverage or exemption, and, where applicable, renew such exemption.

20.3.3. Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If MUSEUM is not initially exempt from the LWO, MUSEUM 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 a Declaration of Compliance Form contemporaneously with the execution of this Lease. If MUSEUM is initially exempt from the LWO, but later no longer qualifies for any exemption, MUSEUM shall, at such time as MUSEUM 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 CITY shall be entitled to terminate this Lease and otherwise pursue legal remedies that may be available, including those set forth in the LWO, if CITY determines that MUSEUM 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 in Article 15 of this Lease. Nothing in this Lease shall be construed to extend the time periods or limit the remedies provided in the LWO.

20.4. Non-Discrimination.

20.4.1. 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 MUSEUM or any person claiming under or through MUSEUM establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of 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 the non-discrimination clauses contained in this Section 20.4.

20.4.2. Non-Discrimination In Employment. MUSEUM 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.

20.4.3. Equal Employment Practices. This Lease is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1000.00 or more. Accordingly, during the performance of this Lease, MUSEUM further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). 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 MUSEUM 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 MUSEUM.

Upon a finding duly made that MUSEUM has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

20.4.4. Equal Benefits Provisions. This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. MUSEUM agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c of the Los Angeles Administrative Code, the failure of MUSEUM 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 MUSEUM. Upon a finding duly made that MUSEUM has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

20.5. Contractor Responsibility Ordinance.

20.5.1. General Provisions; Contractor Responsibility Policy. This Lease is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq, of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.40.4(a), lessees or licensees of City property who render services on the leased or licensed premises are covered by the CRO 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 employees if the awarding authority had the requisite financial and staffing resources, or (3) designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Lessees or licensees of City property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing lease or license, are required to have completed a questionnaire ("Questionnaire") signed under penalty of perjury designed to assist the City in determination that the lessee or licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of City property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("POC"):

(1) comply with all applicable federal state, and local laws and regulations in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees;

(2) notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the lessee or licensee did not comply with Subsection (1) above in the performance of the lease or license;

(3) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the lessee or licensee has violated Subsection (1) above in the performance of the lease or license;

(4) ensure within thirty (30) days (or such shorter time as may be required by the awarding authority) that subcontractors working on the lease or license submit a POC to the awarding authority signed under penalty of perjury; and

(5) ensure that subcontractors working on the lease or license abide by the requirements of the POC and the requirement to notify the awarding authority within thirty (30) calendar days that any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Subsection (1) above in the performance of the lease or license.

MUSEUM shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. MUSEUM may not use any subcontractor that has been determined or found to be a non-responsible contractor by CITY. The listing of non-responsible contractors may be accessed on the internet at: <http://www.lacity.org/bidresp>. Subject to approval by the awarding authority, MUSEUM may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this Lease. MUSEUM shall submit to CITY a Pledge of Compliance for each subcontractor listed by the MUSEUM in its Questionnaire, as performing work on this Lease within thirty (30) calendar days of execution of this Lease, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of MUSEUM on page 34 of this Lease shall constitute a declaration under penalty of perjury that MUSEUM shall comply with the POC.

20.5.2. Update of Information. MUSEUM shall:

(1) notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation that may result in a finding that MUSEUM did not comply with any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees;

(2) notify the awarding authority within thirty (30) calendar days of receiving notice of any findings by a government agency or court of competent jurisdiction that MUSEUM violated any applicable federal, state, or local law in the performance of this Lease including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees; and

(3) notify the awarding authority within thirty (30) calendar days of becoming aware of any information regarding its subcontractors and investigations or findings regarding the subcontractor's violations of any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

Updates of information contained in MUSEUM's responses to the Questionnaire must be submitted to the awarding authority within thirty (30) days of any changes to the responses if the change would affect MUSEUM's fitness and ability to continue performing this Lease. Notwithstanding the above, MUSEUM shall not be required to provide updates to the Questionnaire if MUSEUM became subject to the CRO solely because of an amendment to the original lease or license. MUSEUM shall cooperate in any investigation pursuant to CRO by providing such information as shall be requested by City. MUSEUM agrees that City may keep the identity of any complainant confidential. MUSEUM shall ensure that subcontractors who perform work on this Lease abide by these same updating requirements including the requirement to:

(1) notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the subcontractor did not comply with any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees; and

(2) notify the awarding authority within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the subcontractor violated any applicable federal, state, or local law in the performance of this Lease, including but not limited to laws regarding health and safety, labor and employment, wage and hour, and licensing laws which affect employees.

The requirement that MUSEUM provide Questionnaires and updates to Questionnaire responses does not apply to subcontractors.

20.5.3. Compliance; Termination Provisions and Other Remedies. If MUSEUM is not exempt from the CRO, MUSEUM shall comply with all of the provisions of the CRO and this Lease. Failure to comply with the provisions of the CRO, including without limitation the requirements that all responses to the Questionnaire are complete and accurate, to provide updates as provided therein and to correct any deficiencies within ten (10) days of notice by CITY, or failure to comply with the provisions of this Lease shall constitute a material breach of this Lease and CITY shall be entitled to terminate this Lease and otherwise pursue any legal remedies that may be available, including those set forth in the CRO. Nothing in this Lease shall be construed to extend the time periods or limit the remedies provided in the CRO.

20.6. Tax Registration Certificates And Tax Payments. This Section is applicable where MUSEUM is engaged in business within the City of Los Angeles and MUSEUM is required to

obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial MUSEUM's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [section 21.15.1, et seq.]. Prior to the execution of this Lease, or the effective date of any extension of the Term or renewal of this Lease, MUSEUM shall provide to DEPARTMENT proof satisfactory to the General Manager that MUSEUM has the required TRCs and that MUSEUM is not then currently delinquent in any tax payment required under the Tax Ordinances. CITY may terminate this Lease upon thirty (30) days' prior written notice to MUSEUM if CITY determines that MUSEUM failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this Lease. CITY may also terminate this Lease upon ninety (90) days prior written notice to MUSEUM at any time during the Term of this Lease if MUSEUM fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and MUSEUM fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure provided in Article 15).

20.7. Slavery Disclosure Ordinance. This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance. ("SDO") (Section 10.41, et seq, of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, MUSEUM certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, CITY has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to CITY if CITY determines that the MUSEUM failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

ARTICLE 21. MISCELLANEOUS PROVISIONS

21.1. Amendment Of Lease. No amendment, modification, supplement or mutual termination of any provision of this Lease shall in any event be effective unless the same shall be in writing and signed by CITY and MUSEUM.

21.2. Binding Effect. Subject to the provisions of this Lease relative to assignment (Section 17.1), this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

21.3. Captions, Table Of Contents, And Index. The captions and table of contents of this Lease are inserted only as a matter of convenience and reference, and they in no way define, limit, or describe the scope of any provisions of this Lease, or the intent of any provision of this Lease, and shall not be used with respect to the interpretation of any provision of this Lease.

21.4. Conflict Of Laws And Venue. This Lease shall be governed by and construed under the laws of the State of California. Venue on any action arising out of this Lease will be proper only in the County of Los Angeles, State of California.

21.5. Corporate Resolution. MUSEUM shall provide to CITY a current copy of its Corporate Resolution depicting the names and legal signatures of the officers of the corporation authorized to execute legal documents, including this Lease, on behalf of MUSEUM. Within thirty (30) days of any change in such names, MUSEUM shall provide to CITY the updated Corporate Resolution.

21.6. Counterparts. This Lease may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

21.7. Exhibits - Incorporation In Lease. All exhibits referred to are attached to this Lease and incorporated by reference.

21.8. Force Majeure. Whenever either party hereto shall be required by the provisions of this Lease or by law to perform any contract, act, work, construction, labor or services (excepting only the obligation to pay rent due hereunder), or to discharge any lien against the Premises, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its right under this Lease, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense preemptions, governmental restrictions, acts of God or other similar causes beyond the reasonable control of the nonperforming party; provided, however, that notwithstanding any of the provisions of the foregoing, the nonperforming party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinabove specified.

21.9. Gender. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and the neuter and feminine includes the masculine and the neuter, and each includes corporations, limited liability companies, partnerships or other legal entities when the context so requires.

21.10. Memorandum Of Lease. A Memorandum of Lease, substantially in the form as that attached to this Lease as Exhibit C, shall be completed and executed by both parties concurrently with the execution of this Lease. CITY may record such Memorandum of Lease.

21.11. No Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Lease.

21.12. No Relocation Assistance. MUSEUM acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. § 4601, et seq.), or any other provisions of law upon termination of this Lease.

21.13. Quiet Enjoyment. If MUSEUM is not in default as provided herein, MUSEUM shall and may peaceably and quietly have, hold, and enjoy the Premises with necessary ingress and egress in accordance with the provisions hereof.

21.14. Severability. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21.15. Sole Discretion. In those instances in this Lease where it is provided that CITY or the General Manager or other City of Los Angeles agency may approve a request in the exercise of "sole discretion" or words of like import, the parties expressly agree that CITY or the General Manager or other City of Los Angeles agency, as the case may be, has the absolute unfettered discretion to grant or withhold approval, either arbitrarily or otherwise, and without or without reason, and neither MUSEUM nor any other party or tribunal shall have any right or power to inquire into or review the granting or withholding of such approval or the reasons or lack of reasons therefor.

21.16. Time. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Lease. Except where expressly stated to be "business days" or "working days," the word "days" shall mean "calendar days."

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, Landlord herein, and THE LOS ANGELES MUSEUM OF THE HOLOCAUST, a California public benefit 501-c-3 corporation, Tenant herein, have caused this Lease to be executed as of the date of the attestation by the City Clerk.

APPROVED AS TO FORM AND LEGALITY:

ROCKARD J. DELGADILLO, City Attorney

By: [Signature]
City Attorney

DATE: 10-31-07

CITY:
CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS:

By: [Signature]
President

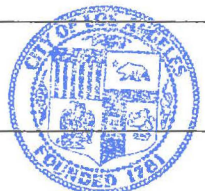
By: [Signature]
Secretary

DATE: 10-31-07

ATTEST:
FRANK J. MARTINEZ, City Clerk

By: [Signature]
Deputy

DATE: 11/2/07
C-112568



TENANT:
THE LOS ANGELES MUSEUM OF THE HOLOCAUST, a California public 501-c-3 non-profit corporation

By: [Signature]
Chairperson

By: [Signature]
Secretary

DATE: 10-31-07

EXHIBIT A
MAP AND LEGAL DESCRIPTION

EXHIBIT "A"

HOLOCAUST MUSEUM
PERMANENT EASEMENT
W.O. E1800476

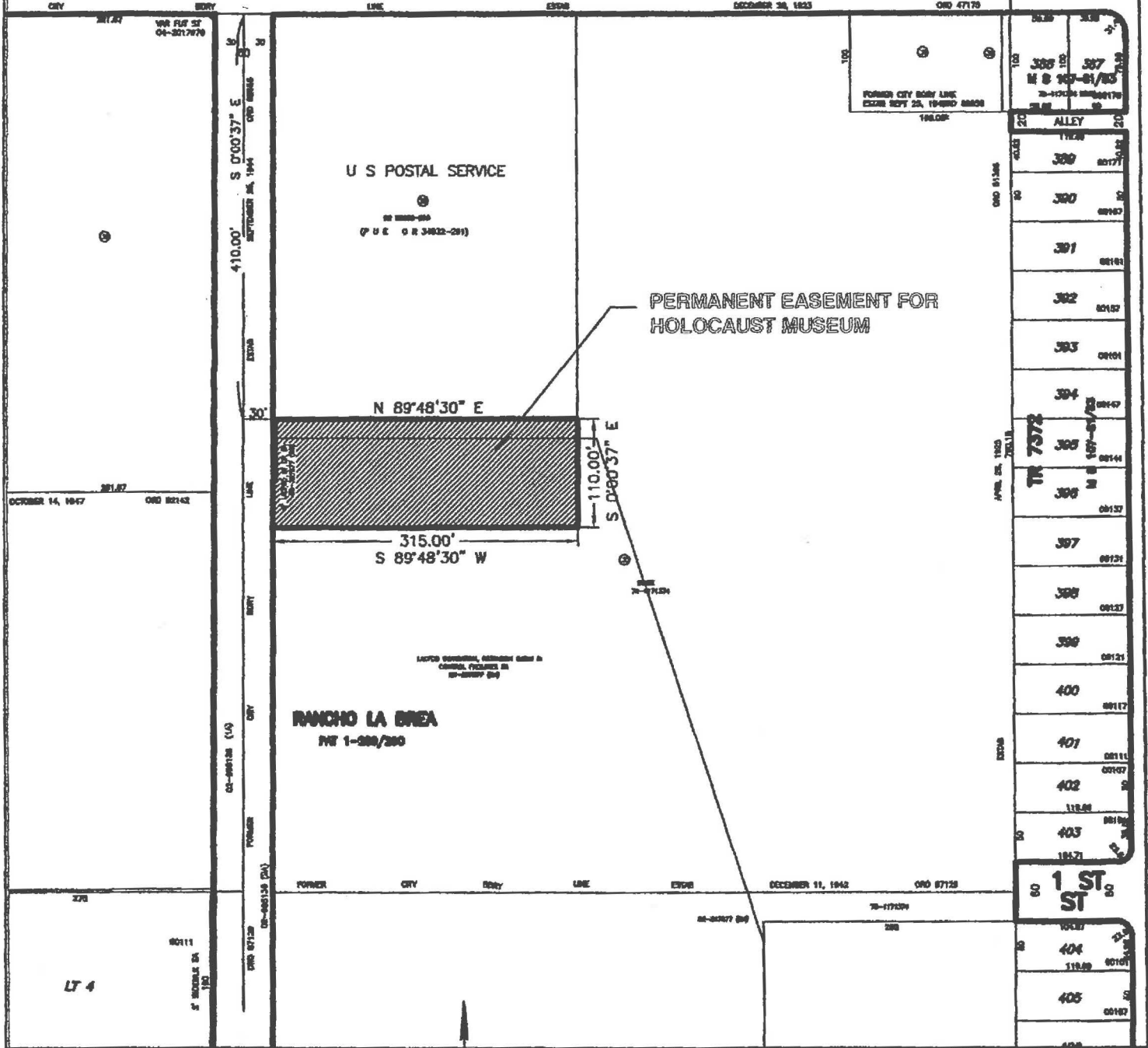
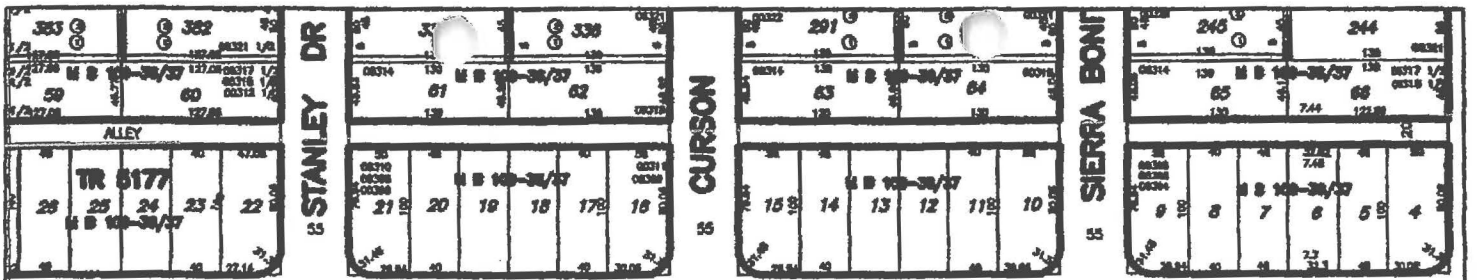
LEGAL DESCRIPTION:

THAT PORTION OF THE RANCHO LA BREA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 289 AND 290 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF BEVERLY BOULEVARD, 100 FEET WIDE, WITH THE SOUTHERLY PROLONGATION OF THE CENTER LINE OF STANLEY AVENUE, AS SHOWN ON THE MAP OF TRACT No. 6568, AS PER MAP RECORDED IN BOOK 72, PAGES 32 AND 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY PROLONGATION, SOUTH 0°00'37" EAST, 410.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE UNITED STATES POSTAL SERVICE, RECORDED AS DOCUMENT No. 3825, ON JUNE 6, 1975, IN BOOK D6680, PAGE 270, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE PARALLEL WITH SAID SOUTHERLY LINE ALONG THE SOUTHERLY LINE OF THE UNITED STATES POSTAL SERVICE LOT, NORTH 89°48'30" EAST TO A LINE PARALLEL WITH AND DISTANT 345.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY PROLONGATION; THENCE SOUTH 0°00'37" WEST ALONG LAST SAID PARALLEL LINE, 110.00 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE OF BEVERLY BOULEVARD SOUTH 89°48'30" WEST, 345.00 FEET TO SAID SOUTHERLY PROLONGATION; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION, 110.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF THE HEREIN ABOVE DESCRIBED LAND LYING WITHIN THE PUBLIC STREET AS DESCRIBED IN THE COUNCIL RESOLUTION, RECORDED ON APRIL 30, 2002 AS INSTRUMENT No. 02-0995136.





PROJ. Holocaust Museum
 R/W _____
 W.O. E1800476
 D.M. 138B177



EXHIBIT MAP
 DEPARTMENT OF PUBLIC WORKS
 BUREAU OF ENGINEERING
 SURVEY DIVISION
 Gary Lee Moore, P.E., City Engineer

EXHIBIT B
146R INSURANCE FORMS

Insurance Requirements

Name: The Los Angeles Museum of the Holocaust

Date: 3/19/07

Agreement/Reference: Construction of the Los Angeles Museum of the Holocaust

Evidence of coverages checked below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation (Statutory Limit)/Employer's Liability	1,000,000

- | | |
|--|---|
| <input checked="" type="checkbox"/> Waiver of Subrogation in favor of City | <input type="checkbox"/> Longshore & Harbor Workers |
| | <input type="checkbox"/> Jones Act |

<input checked="" type="checkbox"/> General Liability	1,000,000
--	------------------

- | | |
|---|---|
| <input checked="" type="checkbox"/> Premises and Operations | <input type="checkbox"/> Collapse and Underground |
| <input checked="" type="checkbox"/> Contractual Liability | <input checked="" type="checkbox"/> Products/Completed Operations |
| <input checked="" type="checkbox"/> Independent Contractors | <input type="checkbox"/> Fire Legal Liability _____ |
| <input type="checkbox"/> _____ | |

<input checked="" type="checkbox"/> Automobile Liability (if vehicle is used for this contract, other than commuting to/from work)	1,000,000
---	------------------

- | | |
|---|---|
| <input checked="" type="checkbox"/> Hired Automobiles | <input checked="" type="checkbox"/> Owned Automobiles |
| <input checked="" type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> _____ |

<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	1,000,000
--	------------------

Discovery Period 12 months after completion of work or termination of contract

<input checked="" type="checkbox"/> Property Insurance to cover value of building (as determined by City or insurance company)	
---	--

- | | |
|---|--|
| <input checked="" type="checkbox"/> All Risk Coverage | <input checked="" type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Extended Coverage | <input type="checkbox"/> Debris Removal |
| <input type="checkbox"/> Flood _____ | <input checked="" type="checkbox"/> Builder's Risk/Installation |
| <input type="checkbox"/> Earthquake _____ | <input type="checkbox"/> Floater |

<input type="checkbox"/> Pollution Liability	
---	--

<input type="checkbox"/> Fidelity Bond	<input type="checkbox"/> Surety Bond	<input type="checkbox"/> Crime Insurance
---	---	---

Other _____

Insurance Requirements

Name: The Los Angeles Museum of the Holocaust

Date: 3/19/07

Agreement/Reference: Operation of the Los Angeles Museum of the Holocaust

Evidence of coverages checked below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation (Statutory Limit)/Employer's Liability	1,000,000

- | | |
|--|---|
| <input checked="" type="checkbox"/> Waiver of Subrogation in favor of City | <input type="checkbox"/> Longshore & Harbor Workers |
| | <input type="checkbox"/> Jones Act |

<input checked="" type="checkbox"/> General Liability	1,000,000
--	------------------

- | | |
|---|---|
| <input checked="" type="checkbox"/> Premises and Operations | <input type="checkbox"/> Collapse and Underground |
| <input checked="" type="checkbox"/> Contractual Liability | <input checked="" type="checkbox"/> Products/Completed Operations |
| <input checked="" type="checkbox"/> Independent Contractors | <input type="checkbox"/> Fire Legal Liability _____ |
| <input type="checkbox"/> _____ | |

Automobile Liability (if vehicle is used for this contract, other than commuting to/from work)	
---	--

- | | |
|--|--|
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Owned Automobiles |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> _____ |

Professional Liability (Errors and Omissions)	
--	--

Discovery Period _____

Property Insurance to cover value of building (as determined by City or insurance company)	
---	--

- | | |
|--|---|
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Extended Coverage | <input type="checkbox"/> Debris Removal |
| <input type="checkbox"/> Flood _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Earthquake _____ | <input type="checkbox"/> _____ |

Pollution Liability	
----------------------------	--

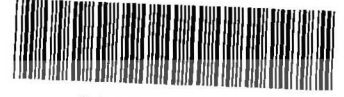
Fidelity Bond	Surety Bond	Crime Insurance
----------------------	--------------------	------------------------

Other _____

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:
CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
c/o OFFICE OF THE CITY ATTORNEY
ROCKARD J. DELGADILLO,
CITY ATTORNEY
DAVID MICHAELSON,
CHIEF ASST. CITY ATTORNEY
800 CITY HALL EAST,
200 NORTH MAIN STREET,
LOS ANGELES, CA 90012-4131

COPY.

12/05/07



Has not been com
Original will be returned
processing has been completed.
20072669448
LOS ANGELES COUNTY REGISTRAR - RECORDER

TITLE

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
c/o Office of the City Attorney
Rockard J. Delgadillo, City Attorney
David Michaelson, Chief Assistant City Attorney
800 City Hall East
200 North Main Street
Los Angeles, California 90012

**Free recording in accordance with
California Government Code section 6103**

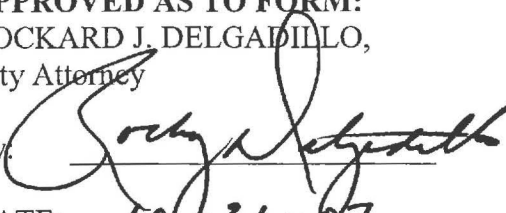
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of the date of attestation by the City Clerk of the City of Los Angeles of page 2 of this Memorandum, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners, as Landlord ("CITY") and the Los Angeles Museum of the Holocaust, a California public benefit 501-c-3 non-profit corporation ("MUSEUM"), with a principal mailing address at 6435 Wilshire Boulevard, Suite 303, Los Angeles, California 90048, as Tenant, who agree as follows:

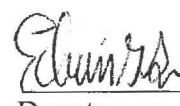
1. **Term And Premises.** CITY leases to MUSEUM, and MUSEUM leases from CITY, the real property located in the City of Los Angeles, County of Los Angeles, State of California, as more fully described in the attached Exhibit 1, commonly known as the Pan Pacific Park Area, for a term of Fifty (50) Years, commencing (i) on or about the date of this Memorandum or (ii) the date that the City acquires the Pan Pacific Park Area (as defined in Exhibit 1) from the State of California, whichever is later, on the provisions of the lease between the parties, which lease ("Lease") is dated on the same date as this Memorandum. These provisions are incorporated into this Memorandum by reference.
2. **Provisions Binding On MUSEUM.** The provisions of the Lease to be performed by MUSEUM, whether affirmative or negative in nature, are intended to and shall bind Tenant and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.
3. **Provisions Binding on CITY.** The provisions of the Lease to be performed by CITY, whether affirmative or negative in nature, are intended to and shall bind CITY and its successors and assigns at any time, and shall inure to the benefit of MUSEUM and its successors and assigns.
4. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease.

5. **Reference to Lease for All Purposes.** Reference is hereby made to the entire Lease for any and all purposes. A true copy of the Lease is on file with the City Clerk of the City of Los Angeles, whose office is Room 360, City Hall, 200 North Spring Street, Los Angeles, California 90012.

APPROVED AS TO FORM:
ROCKARD J. DELGADILLO,
City Attorney

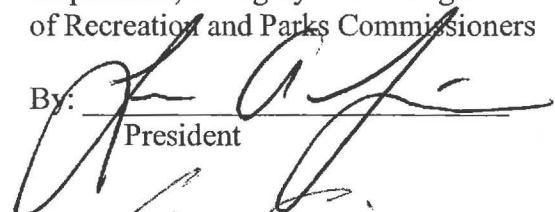

By: 
DATE: 10-31-07

ATTEST:
FRANK T. MARTINEZ, City Clerk

By: 
Deputy

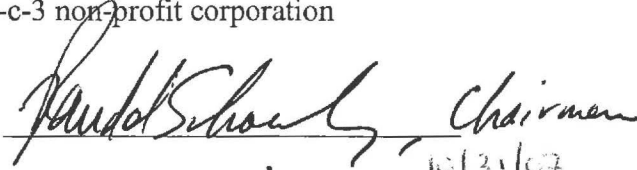
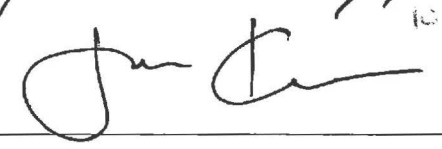
DATE: 11/2/07
C-112568

CITY:
CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners

By: 
President
By: 
Secretary

DATE:

TENANT:
LOS ANGELES MUSEUM OF THE HOLOCAUST, a California public benefit 501-c-3 non-profit corporation

By:  Chairman
10/31/07
By: 

DATE: 11-01-2007


Council File No.: 07-1820
Council Approval Date: July 7, 2007

State of California }
 }ss.
County of Los Angeles }

On Oct. 31st, 2007, before me, **Jung ki Kim** Notary Public, personally appeared, Reckard John Dolgadillo, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)


Notary Public
My commission expires May 4, 2010



Description of Attached Document

Document Title or Type : Memorandum of Lease
Document Date : Oct 31st, 2007
No. of Pages : 2 (two)

**EXHIBIT 1
LEGAL DESCRIPTION**

HOLOCAUST MUSEUM
PERMANENT EASEMENT
W.O. E1800476

LEGAL DESCRIPTION:

THAT PORTION OF THE RANCHO LA BREA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 289 AND 290 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF BEVERLY BOULEVARD, 100 FEET WIDE, WITH THE SOUTHERLY PROLONGATION OF THE CENTER LINE OF STANLEY AVENUE, AS SHOWN ON THE MAP OF TRACT No.6568, AS PER MAP RECORDED IN BOOK 72, PAGES 32 AND 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY PROLONGATION, SOUTH 0°00'37" EAST, 410.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE UNITED STATES POSTAL SERVICE, RECORDED AS DOCUMENT No. 3825, ON JUNE 6, 1975, IN BOOK D6680, PAGE 270, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE PARALLEL WITH SAID SOUTHERLY LINE ALONG THE SOUTHERLY LINE OF THE UNITED STATES POSTAL SERVICE LOT, NORTH 89°48'30" EAST TO A LINE PARALLEL WITH AND DISTANT 345.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY PROLONGATION; THENCE SOUTH 0°00'37" WEST ALONG LAST SAID PARALLEL LINE, 110.00 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE OF BEVERLY BOULEVARD SOUTH 89°48'30" WEST, 345.00 FEET TO SAID SOUTHERLY PROLONGATION; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION, 110.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF THE HEREIN ABOVE DESCRIBED LAND LYING WITHIN THE PUBLIC STREET AS DESCRIBED IN THE COUNCIL RESOLUTION, RECORDED ON APRIL 30, 2002 AS INSTRUMENT No. 02-0995136.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles } ss.

On October 30, 2007 before me, Lillian Hernandez, A NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Lisa T. Shimmato and Luis A. Sanchez
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Lillian Hernandez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

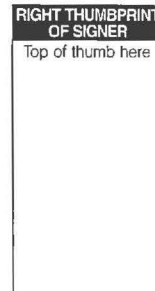
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



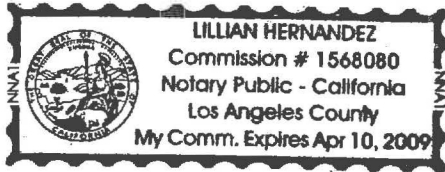
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 30, 2007 before me, Lillian Hernandez, A NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lisa T. Shincato and Luis A. Sanchez
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to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Lillian Hernandez
Signature of Notary Public

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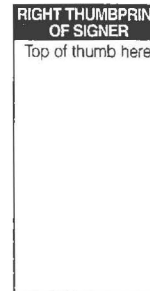
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

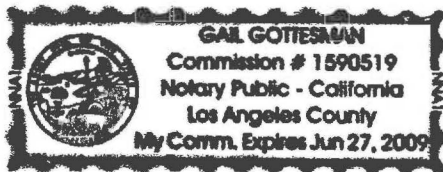


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 31, 2007 before me, Gail Hope Gottesman, A NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Eric Randoi Schoenberg
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



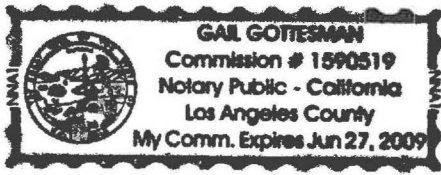
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On November 1 2007 before me, Gail Hope Gottesman, A NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jon Samuel Kean
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Amends

AMENDMENT TO
LEASE AGREEMENT
BETWEEN CITY OF LOS ANGELES AND
THE LOS ANGELES MUSEUM OF THE HOLOCAUST
FOR THE CONSTRUCTION AND OPERATION OF
THE LOS ANGELES MUSEUM OF THE HOLOCAUST

This First Amendment to Lease Agreement ("Amendment") is entered into this 7th day of September, 2011, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, as Landlord ("CITY"), and the LOS ANGELES MUSEUM OF THE HOLOCAUST, a California public benefit 501-c-3 non-profit corporation ("MUSEUM"), with a principal mailing address at 100 South The Grove Drive, Los Angeles, California 90036, as Tenant, and amends that certain Lease Agreement by and between CITY and MUSEUM entered into October 31, 2007 as described below.

1. Section 5.2.1. Hours of Operation shall be amended to read as follows:

5.2.1 Hours of Operation. The Holocaust Museum shall be open to the general public on a year round basis no less than two-hundred and fifty (250) days per year and serve the public of Los Angeles (January 1 through December 31). The overall operating schedule shall be developed by mutual agreement of the General Manager and MUSEUM. Hours of Operation shall reflect normal park operating hours of Sunrise to 10 p.m., Monday through Sunday, except under such circumstances and conditions as may be approved in writing in advance by the General Manager. MUSEUM shall post its operating schedule in a conspicuous place near the entrance to the Holocaust Museum and shall adhere to the posted hours of operation. The Holocaust Museum will be closed no later than 4:00 PM on Fridays in accordance with the Jewish Sabbath.

2. Section 19.2. Notices shall be amended to change the notice address for:

the MUSEUM to:

Los Angeles Museum of the Holocaust
100 South The Grove Drive
Los Angeles, CA 90036

the CITY to:

City of Los Angeles
Department of Recreation and Parks
221 North Figueroa Street, Suite 1510
Los Angeles, CA 90012.

IN WITNESS WHEREOF, parties hereto have caused this Amendment to be executed by their duly authorized representatives.

Executed this 17th day
of September, 2011

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By [Signature]
PRESIDENT

By [Signature]
SECRETARY

Executed this _____ day
of _____, 20__

LOS ANGELES MUSEUM OF THE HOLOCAUST, a California public benefit 501-c-3 non-profit corporation

By [Signature]
CHAIRPERSON

By [Signature]
SECRETARY

Approved as to Form:

Date: August 24, 2011
CARMEN A. TRUTANICH,
City Attorney

By [Signature]
DEPUTY CITY ATTORNEY

ATTEST:

Date: _____
JUNE LAGMAY, City Clerk

By [Signature]
DEPUTY CITY CLERK



Council File Number: 11-1004 Date of Approval: _____

Said Agreement is Number C-112568-1 of City Contracts

AMENDMENT NO. 2
TO
LEASE AGREEMENT NO. 278 BETWEEN
CITY OF LOS ANGELES
AND
THE LOS ANGELES MUSEUM OF THE HOLOCAUST
FOR
THE CONSTRUCTION AND OPERATION OF
THE LOS ANGELES MUSEUM OF THE HOLOCAUST

This Second Amendment to Lease Agreement No. 278 ("Amendment") is entered into this 20th day of July, 2018 by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners, as Landlord ("CITY"), and the LOS ANGELES MUSEUM OF THE HOLOCAUST, a California public benefit 501(c)(3) non-profit corporation ("MUSEUM"), with a principal mailing address at 100 S. The Grove Drive, Los Angeles, CA 90036, as Tenant, and amends that certain Lease Agreement by and between CITY and MUSEUM entered into October 31, 2007 as described below.

1. Section 13.7 Mortgages; Mechanic's And Materialmen's Liens shall be amended in its entirety to read as follows:

13.7 Mortgages; Mechanic's And Materialmen's Liens. During the Term, other than as set forth in Section 17.3, the real property underlying the Premises shall not be used as security for any loans or mortgages or otherwise have any liens placed on it. By way of specification without limitation, MUSEUM shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by MUSEUM and shall indemnify, hold harmless and defend CITY from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of MUSEUM shall not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, CITY shall have in addition to all other remedies provided herein and by law, the right, but no obligation to cause, upon five (5) business days prior written notice to MUSEUM, the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by CITY and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by MUSEUM to CITY on demand.

2. Section 17.3. Right to Encumber; Mortgagee Protection shall be added as follows:

17.3 Right to Encumber; Mortgage Protection. Provided MUSEUM is not in default under this Lease, MUSEUM may, at any time and from time to time during the term hereof, encumber to any Lender by deed of trust or mortgage or other security instrument ("Leasehold Mortgage"), all of MUSEUM's right, title, and interest under this Lease and the leasehold estate hereby created in MUSEUM or any of the improvements or personal property of MUSEUM ("Personal Property") for any purpose or purposes without the consent of the CITY. MUSEUM has no authority to and, therefore, shall not, under any circumstance, encumber CITY's fee interest in the Premises, and CITY shall have no obligation to encumber its fee interest in the Premises or otherwise pledge its fee interest in the Premises as collateral for any debt in connection with the development, maintenance, and/or operation of the MUSEUM. The Leasehold Mortgage and all rights acquired under it shall be subject to each and all of the

provisions, covenants, conditions, and restrictions stated in this Lease and to all rights and interest of the CITY except as otherwise specifically provided in this Lease. MUSEUM's right to enter into a Leasehold Mortgage transaction shall be at MUSEUM's sole cost and expense. As used herein, the term "Lender" shall mean any lender or lenders advancing funds to MUSEUM to assist MUSEUM in the construction, operation and/or maintenance of the MUSEUM.

17.3.1 In the event the Lender exercises its remedies under the Leasehold Mortgage and Lender acquires MUSEUM's interest in the Premises through foreclosure or otherwise, so long as no default has occurred or occurs and is continuing beyond any cure periods provided in this Lease as would entitle the City, as landlord, to terminate the Lease or would entitle the City to dispossess MUSEUM thereunder, City (including any successor to City) shall not terminate the Lease, nor interfere or disturb the Lender's use, possession or enjoyment of the Premises pursuant to the terms of the Lease.

17.3.2 In the event the Lender exercises its remedies under the Leasehold Mortgage and Lender acquires MUSEUM's interest in the Premises through foreclosure or otherwise, Lender shall have the right to sublet the Premises, subject to the terms of this Lease, or any part thereof to a 501(c)(3) non-profit organization or other similar group or organization, provided that the organization as part of such sublet agrees to assume and perform all of the obligations of MUSEUM under the terms of the Lease. Lender shall not sublet or assign this Lease without the consent of the BOARD and the City Council. Nothing in this Section shall be construed to permit uses of the Premises not otherwise allowed under the provisions of the Lease, nor shall anything in this Section be construed to negate or modify any Lease requirement for prior approval of subletting, special events, or activities.

17.3.3 If the interests of MUSEUM under the Lease shall be transferred to the Lender or a third party by exercise of power of sale, foreclosure or otherwise (a "Foreclosure Transferee"), the City shall be bound to the Foreclosure Transferee and shall recognize the Foreclosure Transferee as the tenant under the Lease for the balance of the term thereof entitled to all rights provided and obligations required thereunder. Following any such transfer, the Foreclosure Transferee shall perform all obligations of lessee under this Lease for the remaining term hereof. These provisions shall become effective immediately upon receipt of written notice from the Foreclosure Transferee that such party has succeeded to the interest of MUSEUM hereunder, provided that the parties hereto agree to execute such further instruments to confirm or effectuate the same as may be reasonably requested by any party. Lender, and its successors and assigns, shall be an express third-party beneficiary of this Section 17.3.

[Signature Page to Follow]

IN WITNESS WHEREOF, parties hereto have caused this Amendment No. 2 to Lease No. 278 to be executed by their duly authorized representatives.

Executed this 11th day
of July, 2018

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By *[Signature]*
PRESIDENT

By *[Signature]* for Iris Davis
SECRETARY

Executed this 10th day
of June, 2018

LOS ANGELES MUSEUM OF THE HOLOCAUST, a California public benefit 501-c-3 non-profit corporation

By *[Signature]*
~~CHAIRPERSON~~ *[Signature]* / CEO

By *[Signature]*
SECRETARY

Approved as to Form:

Date: 7-20-18

MICHAEL N. FEUER
City Attorney

By *[Signature]*
DEPUTY CITY ATTORNEY

Michael Dundas

ATTEST:

Date: 7-23-18
HOLLY WOLCOTT, City Clerk

By *[Signature]*
DEPUTY CITY CLERK



Council File Number: 07-1820 Date of Approval: June 20, 2018

Said Agreement is Number C-112568 of City Contracts

THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN CITY OF LOS ANGELES AND
HOLOCAUST MUSEUM LA FOR THE CONSTRUCTION AND OPERATION OF HOLOCAUST
MUSEUM LA

This Third Amendment to Lease Agreement (“Amendment”) is entered into this 21st day of October 2022, by and between the CITY OF LOS ANGELES (“CITY”), a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, as Landlord (“CITY”), and HOLOCAUST MUSEUM LA (previously named The Los Angeles Museum of the Holocaust), a California public benefit 501(c)(3) non-profit corporation (“MUSEUM”), with a principal mailing address of 100 South The Grove Drive, Los Angeles, California 90036, at Tenant, and amends that certain Lease Agreement, as previously amended, by and between CITY and MUSEUM entered into October 31, 2007 (“Agreement”) as described below. Capitalized terms not defined herein shall have the meaning set forth for those terms in the Agreement, as amended.

1. **Paragraph 1.1.** Paragraph 1.1 of the Agreement is hereby amended and restated with the following, which adds the updated name and address of MUSEUM:

1.1. Parties. This Lease Agreement (“Lease”) is entered into this 21st day of 20 22, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners, as Landlord (“CITY”), and HOLOCAUST MUSEUM LA, a California public benefit 501(c)(3) non-profit corporation (“MUSEUM”), with a principal mailing address at 100 The Grove Dr. Los Angeles, CA 90036

2. **Paragraph 4.1.1.** Paragraph 4.1.1. is hereby added to the Agreement as follows:

4.1.1. The “Premises” shall also include the land further described in Exhibit A of that certain Third Amendment to this Lease, which has been added to the Premises leased to MUSEUM under such Third Amendment in contemplation of the MUSEUM’s expansion project as approved by the Board on 01/20/22 (Board Report # 22-011) and as depicted in Exhibit B of such Third Amendment (“Expansion Project”). The provisions of Article 13 of this Lease, and the obligations of the MUSEUM thereto, shall apply to the design and construction of the Expansion Project, and the term Holocaust Museum as used in this Lease shall mean the Holocaust Museum which includes the facilities added in connection with the Expansion Project.

4. **Paragraph 5.1.2.** Paragraph 5.1.2 of the Agreement is hereby amended and restated with the following, which removes language regarding direct access to the meeting hall from the outside of the Premises:

5.1.2. Meeting Hall. The meeting hall which shall be constructed on the Premises as set forth in the Expansion Project (Exhibit B) will be available for use by CITY during non-peak hours for such activities as, but not limited to, a gathering place for group lectures and seminars and for use as a community meeting room. Hours of use (which shall include use after operating hours of the Holocaust Museum) and access to such facilities shall be coordinated with MUSEUM in advance. CITY shall have the right to use the meeting hall for CITY events at least twelve (12) times per year. There shall be no cost to CITY for the use of the meeting hall.

5. **Paragraph 5.1.4.** Paragraph 5.1.4 of the Agreement is hereby amended and restated with the following, which removes language regarding direct access to the entry/foyer from the outside of the Premises:

5.1.4. Entry/Foyer. The entry/foyer area which shall be constructed on the Premises as set forth in the Expansion Project (Exhibit B) will be available for use by CITY after normal hours of operation for such activities as, but not limited to, a gathering place for group meetings, lectures and seminars and for use as a community meeting area. Hours of use and access to such facilities (which shall include use after operating hours of the Holocaust Museum) shall be coordinated with MUSEUM in advance. CITY shall have the right to use the entry/foyer for CITY events at least twelve (12) times per year. There shall be no cost to CITY for the use of the entry/foyer.

6. Paragraph 5.1.9 Paragraph 5.1.9 is hereby added to the Agreement in order to provide language for the addition of a Gift Shop on the Premises.

5.1.9. Gift Shop. MUSEUM may include a gift shop within the facility subject to the prior approval of the General Manager. The operation of any such approved gift shop shall be in compliance with all applicable laws and shall conform to all policies and regulations of the DEPARTMENT for the sale of goods and merchandise on DEPARTMENT property.

7. Paragraph 5.1.10 Paragraph 5.1.10 is hereby added to the Agreement in order to provide language for the addition of a Grab and Go/Marketplace on the premises.

5.1.10 Grab and Go/Marketplace. Subject to the prior approval of the General Manager, MUSEUM may include a grab and go/marketplace for the purpose of selling food and beverages including but not limited to prepared foods, prepackaged foods, snacks, and beverages as well as allow for preparation and staging for catering for special events. The Grab and Go shall not consist of a fully functioning kitchen. The operation of any such approved gift grab and go/marketplace shall be in compliance with all applicable laws and shall conform to all policies, standards and regulations of the DEPARTMENT for the sale of food and beverages on DEPARTMENT property.

8. Paragraph 5.5 Paragraph 5.5 is hereby amended and restated with the following which provides language for an updated fee schedule:

5.5. Admission Fees. MUSEUM is open to the public and free to all residents of California with valid ID, all students showing student ID or participating in school visits. All other adults will be subject to a \$15.00 admission fee and all other seniors 65 or older shall be subject to a \$10.00 admission fee. MUSEUM reserves the right to charge a small admission fee and reasonably adjust the stated fees in this section at any time in the future, should it be deemed necessary by the Board of Trustees of Holocaust Museum LA, subject to the written approval of the General Manager. MUSEUM shall submit to the General Manager any proposed changes in admission fees. MUSEUM will be notified in writing within thirty (30) days of the General Manager's approval or disapproval of any or all of the proposed changes in admission fees. In the event of disapproval of any changes in admission fees, the General Manager shall specify the reasons therefore, along with the amount or range of admission fees which would be approved.

9. Paragraph 13.2.1 Paragraph 13.2.1 of the Agreement is hereby amended and restated with the following, which removes language regarding direct access to the meeting hall from the outside of the Premises:

13.2.1. Meeting Hall. The meeting hall which shall be constructed on the Premises as

set forth in the Expansion Project (Exhibit B) will be available for use by CITY during non-peak hours for such activities as, but not limited to, a gathering place for group lectures and seminars and for use as a community meeting room. Hours of use (which shall include use after operating hours of the Holocaust Museum) and access to such facilities shall be coordinated with MUSEUM in advance. CITY shall have the right to use the meeting hall for CITY events at least twelve (12) times per year. There shall be no cost to CITY for the use of the meeting hall.

10. Paragraph 13.2.2 Paragraph 13.2.2 of the Agreement is hereby amended and restated with the following, which removes language regarding direct access to the entry/foyer from the outside of the Premises:

13.2.2. Entry/Foyer. The entry/foyer area which shall be constructed on the Premises as set forth in the Expansion Project (Exhibit B) will be available for use by CITY after normal hours of operation for such activities as, but not limited to, a gathering place for group meetings, lectures and seminars and for use as a community meeting area. Hours of use and access to such facilities (which shall include use after operating hours of the Holocaust Museum) shall be coordinated with MUSEUM in advance. CITY shall have the right to use the entry/foyer for CITY events at least twelve (12) times per year. There shall be no cost to CITY for the use of the entry/foyer.

11. Paragraph 13.2.6 Paragraph 13.2.6 is hereby added to the Agreement in order to provide language for the relocation of the existing DEPARTMENT Maintenance Yard.

13.2.6 Maintenance Yard. MUSEUM shall relocate the existing DEPARTMENT Maintenance Yard located on Grove Drive ("New Maintenance Yard"). MUSEUM will fund, design, and construct the New Maintenance Yard to DEPARTMENT standards. New Maintenance Yard will be located within Pan Pacific Park, not on the Premises, and its location and design shall be approved by DEPARTMENT prior to its construction. New Maintenance Yard shall be equal or greater in size and configuration to the existing maintenance yard. New Maintenance Yard shall be completed within one year of the execution of the Third Amendment to Lease Agreement, unless otherwise agreed to in writing by DEPARTMENT.

If existing DEPARTMENT Maintenance Yard is proposed to be demolished prior to completion of New Maintenance Yard, then MUSEUM shall provide the DEPARTMENT with a temporary maintenance yard ("Temporary Maintenance Yard") on the Premises until such time that a New Maintenance Yard is provided by MUSEUM. MUSEUM will fund, design, and construct the Temporary Maintenance Yard to DEPARTMENT standards. The size, configuration, and location of the Temporary Maintenance Yard shall be approved by DEPARTMENT prior to its construction.

12. Paragraph 13.2.7 Paragraph 13.2.7 is hereby added to the Agreement in order to provide language for the rehabilitation of the existing Restroom Building along Grove Drive.

13.2.7 Grove Drive Restroom Building. MUSEUM shall, at its sole cost and expense, perform a one time rehabilitation to the existing Restroom Building located within Pan Pacific Park, along Grove Drive, not on the Premises, to DEPARTMENT standards. Such rehabilitation shall include, interior and exterior improvements including, American with Disabilities Act compliant upgrades if required by applicable building code, fixture replacement, lighting improvements, plumbing improvements, and improvements to existing storage/office space. The rehabilitation scope work is detailed in Exhibit C of that certain Third Amendment to this Lease.

13. **Paragraph 21.17** Paragraph 21.17 is hereby added to the Agreement as follows:


21.17 COVID-19. Employees of MUSEUM and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Lease and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Museum shall obtain proof that such Contractor Personnel have been fully vaccinated. Museum shall retain such proof for the document retention period set forth in this Lease in Article 8. Museum shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Museum wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Museum shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Museum. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Museum shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

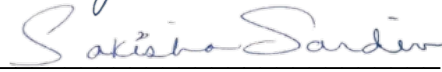
IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, Landlord herein, and HOLOCAUST MUSEUM LA, a California nonprofit public benefit corporation, Tenant herein, have caused this Amendment to be executed as of the date first set forth above.

Executed this 19th day of
October, 2022

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS:


By 
President

By 
Secretary

Executed this 19th day of
October, 2022

TENANT:

HOLOCAUST MUSEUM LA, a California nonprofit public benefit corporation

By 
Guy Lipa, Chairman of the Board

Approved as to Form:

DATE: 10/21/22

MICHAEL N. FEUER
City Attorney

By  Steven H. Hong
Deputy City Attorney

EXHIBITS

Exhibit A – Additional Real Property Description
Exhibit B – Expansion Project
Exhibit C - Grove Drive Restroom Building

EXHIBIT A
LEGAL DESCRIPTION

Being a portion of the Rancho La Brea, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 1, pages 289 and 290, of Patents in the office of the County Recorder of said County, the horizontal limits being described as follows.

Commencing at the intersection of the southerly line of Beverly Boulevard, 100 feet wide, as shown on Tract No. 45628, in said City, as per map filed in Book 1265, pages 33 through 39, inclusive, of Maps with the easterly line of The Grove Drive, 60 feet wide; thence southerly along said easterly line, South 00°00'37" East, 520.00 feet to the southerly line of the land described in Quitclaim Deed recorded January 2, 2008 as Instrument No. 20080000476 of Official Record of said County and the Point of Beginning; thence continuing along said easterly line, South 00°00'37" East 426.75 feet; thence leaving said easterly line, North 89°59'23" East 75.00 feet to a line parallel with and lying 75.00 feet easterly of the easterly line of said The Grove Drive; thence northerly along said parallel line; North 00°00'37" West 418.98 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 71.67 feet and to which beginning a radial line bears North 35°33'48" West; thence northeasterly along said curve, through a central angle of 13°20'30", an arc distance of 16.69 feet to the southerly line of the land per said Quitclaim Deed; thence westerly along said southerly line, South 89°48'30" West 89.58 feet to the Point of Beginning.

Except therefrom that portion lying within the land described in Quitclaim Deed recorded October 21, 2011 as Instrument No. 20111431667 of Official Records of said County.

This legal description is delineated on the accompanying "Exhibit B" and is made a part hereof for reference purposes and is not to be used in conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of

10/21/2021

Douglas R. Howard, PLS 6169

Date

PSOMAS

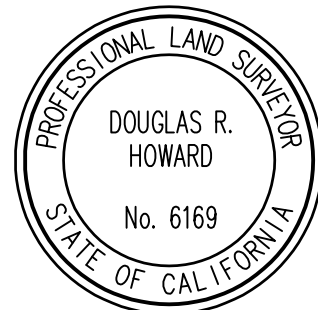
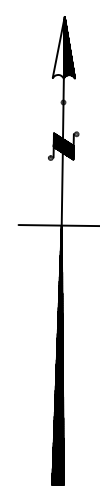
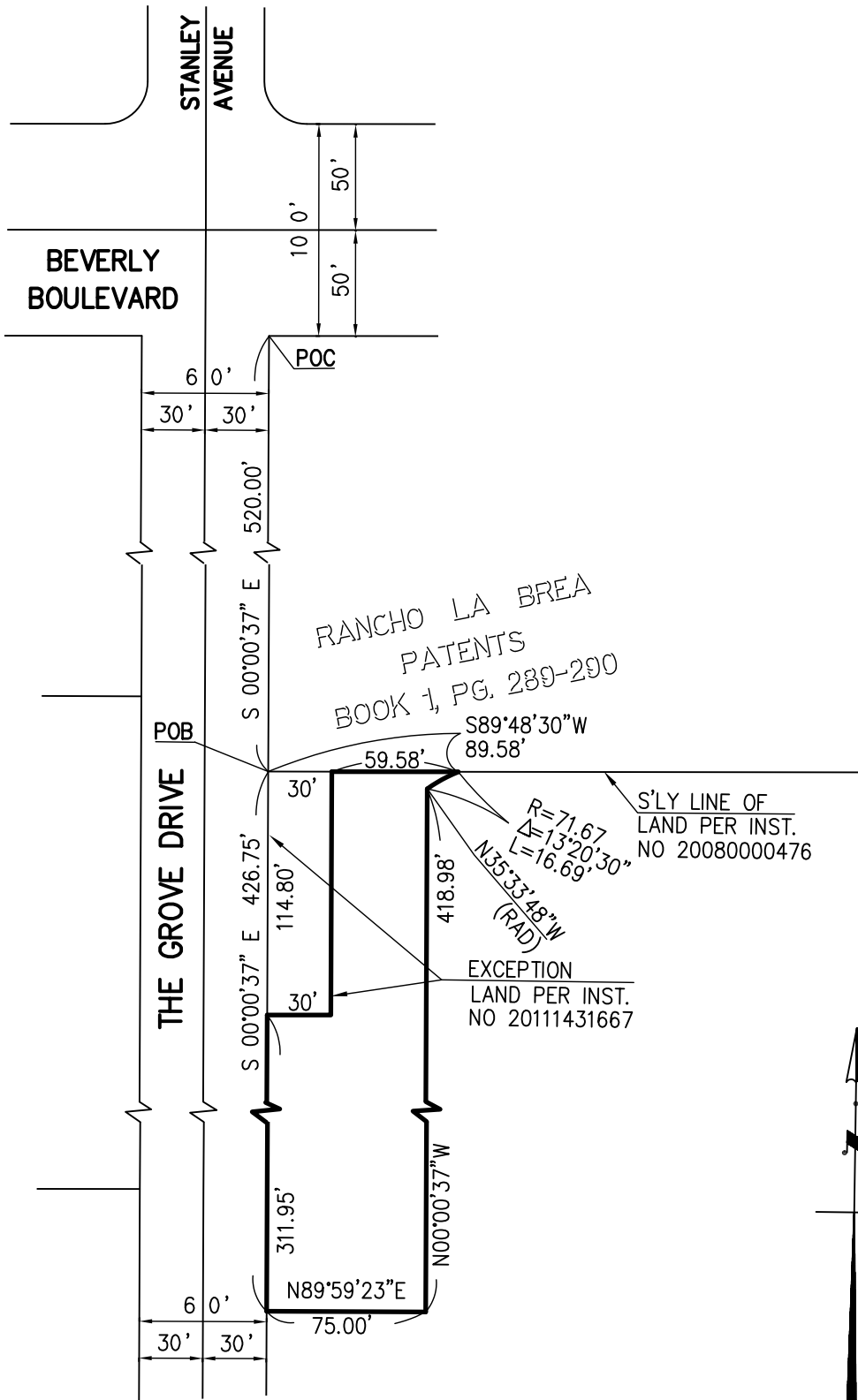


EXHIBIT B



GRAPHIC SCALE
SCALE: 1" = 80'

PSOMAS

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213) 223-1400 (213) 223-1444 (FAX)
www.psomas.com

1HOL010100 10/21/2021

**PAN PACIFIC PARK – GROVE DRIVE RESTROOM BUILDING REHABILITATION
SCOPE OF WORK DESCRIPTION**

Nov 16, 2021

General Notes:

Contractor is to install temporary protective chain link fencing surrounding the restroom building. This effort is to be coordinated with Recreation and Parks' Maintenance Supervisor to allow access for staff if needed.

Contractor is responsible for providing temporary restrooms and hand washing facilities for employees. These are to be locked/secured by the contractor's site foreman on a daily basis.

Demolition and removal work shall be performed to avoid damage to nearby existing trees.

All construction debris is to be removed and disposed of in a legal manner at the contractor's expense.

If encountered, inactive or abandoned utilities shall be disconnected, removed, and plugged or capped subject to the local governing ordinances. Verify with Recreation and Parks staff prior to doing so.

Clean up shall take place on a daily basis.

At the Restrooms:

Water closets (in the end stalls), lavatories, and the urinal installed in the restrooms shall comply with Chapter 11B of LA City Building Code (Also refer to the ADA sheet). If challenges are encountered given the existing conditions, the issues shall be brought to Recreation and Parks staff's attention prior to proceeding with work.

Demolish and dispose of all existing stall doors and their hardware, water closets, urinal, lavatories and faucets, grab bars, and all restroom accessories.

Demolish and dispose of the plumbing chase door. Sand, patch and prime the frame and reuse if in good condition. Replace it with a steel frame if the existing is damaged.

Demolish and dispose of all interior and exterior lighting fixtures.

Demolish and dispose of all restroom signs.

Check existing floor drains for proper drainage. Hydro-jet or unclog if necessary.

All interior walls, CMU partitions, and floors are to be sandblasted to remove existing paint and graffiti. Caution is to be exercised when doing so as not to damage any surfaces.

All exterior walls are to be power washed and the trims are to be sanded. Caution is to be exercised when doing so as not to damage any surfaces.

Strip entry gates of paint, sand, and prime.

Patch all interior and exterior walls and trims, partitions, and ceilings prior to applying final finishes.

Prime all walls, trims, and ceilings.

Prime the plumbing chase door.

Paint all walls, trims, ceilings, window grates, and entry gates. Colors to be determined.

Paint the plumbing chase door. Color to be determined.

Install new stall doors and their hardware (doors to be 15" above the finished floor), water closets, urinal, lavatories and faucets, grab bars, and all restroom accessories per the schedule provided. All products are to be installed as specified, or an approved equivalent.

Install new restroom signs per the ADA sheet.

Apply sealant to the concrete floors in the restrooms.

Install a new hollow metal door at the plumbing chase with associated hinges and locking device. This device is to be coordinated with the Recreation and Parks Maintenance Supervisor.

Install new lighting fixtures as per the specifications provided by the Recreation and Parks' electrical engineer.

At the Staff Room:

Recreation and Parks staff is to remove all furniture and other items from the space and place into storage prior to any work beginning.

Demolish and dispose of the staff room entry door and its associated hardware. Protect the frame in place and reuse it if in good condition. If replacement is necessary, replace with a metal frame in kind.

Demolish and dispose of the flooring in the staff room. Remove all adhesive left behind leaving the floor smooth for new flooring to be applied.

Remove and dispose of any broken hardware on the storage cabinets. Replace any broken or damaged doors or shelves.

Demolish and dispose of the existing windows and their associated hardware.

Demolish and dispose of all interior lighting.

Install a new hollow metal entry door along with new hinges and locking device. Locking device type is to be coordinated with Recreation and Parks staff.

Install new metal windows with clear tempered glass inserts. Locks and latches are to be included. Verify type with Recreation and Parks staff.

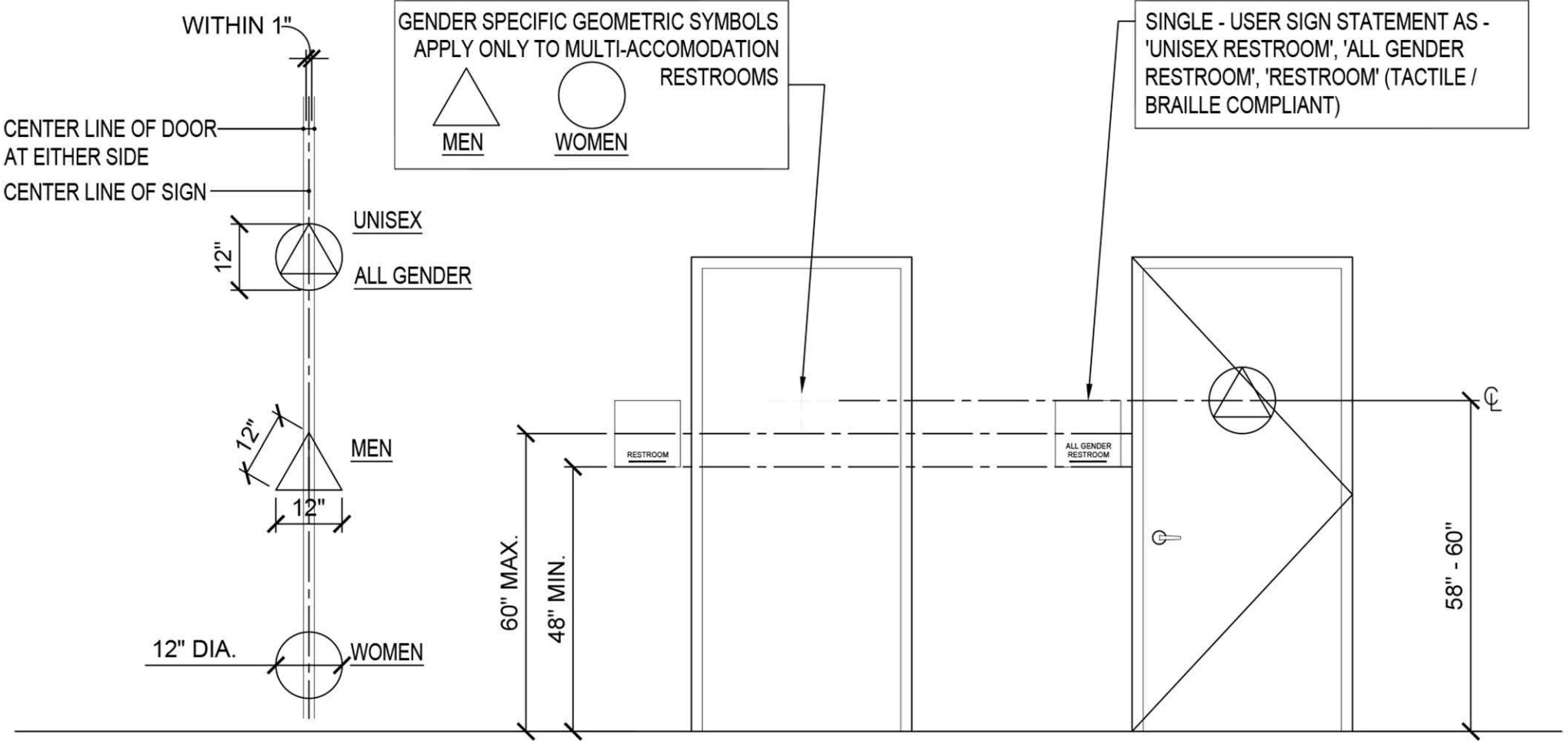
Patch, prime, and prepare all interior walls, ceilings, trims, and cabinets for new paint.

Paint the walls, ceilings, trims, and cabinets. Colors to be determined.

Install new (Armstrong or approved equal) VCT flooring per manufacturer's specifications, quarter turn pattern. Color and style to be determined.

Install new light fixtures as per the specifications provided by the Recreation and Parks' electrical engineer.

DESCRIPTION	MANUFACTURER/MODEL	COLOR/FINISH	QANTITY
GRAB BARS 36"	GLEN PRODUCTS GB-B5806.99-36	STAINLESS STEEL	2
GRAB BARS 42"	GLEN PRODUCTS GB-B5806.99-42	STAINLESS STEEL	2
WATER CLOSET (REUSE EXISTING WALL CARRIERS IF IN GOOD CONDITION. INSTALL 5/8" STAINLESS STEEL THREADED RODS ON ALL CARRIERS) (REUSE FLUSH VALVES IF OPERABLE AND IN GOOD CONDITION)	ACORN DURA-WARE 2105-W-1.28-FVH	STAINLESS STEEL	5
URINAL (REUSE FLUSH VALVES IF OPERABLE AND IN GOOD CONDITION)	ACORN DURA-WARE 2158-W-1-0.125-FVH	STAINLESS STEEL	1
LAVATORY	ACORN DURA-WARE 1953-1-DMS-9-H1-GT	STAINLESS STEEL	2
GRATE DRAIN	CHICAGO 327-XCP	CHROME	2
FAUCET	CHICAGO 333-665PSHABCP	CHROME	2
SEAT PROTECTOR DISPENSER	BOBRICK PH-B221	STAINLESS STEEL	5
TOILET PAPER DISPENSER	GLEN PRODUCTS PH-E200D-SG	GRAY	5
SOAP DISPENSER	BOBRICK SD-B2111	STAINLESS STEEL	2
DIAPER CHANGING STATION	KOALA KB110-SSWM	STAINLESS STEEL/GRAY	2
STALL DOORS (ALL NEW HINGES AND HARDWARE TO BE INCLUDED)	GLEN PRODUCTS SOLID PHENOLIC	WHITE SPECKLE (WS)	5
RESTROOM SIGNS	(SEE ADA SHEET FOR DETAILS)		



1

RESTROOM SIGNS

APPROVED
MAY 16 2007

REPORT OF GENERAL MANAGER

NO. 07-111

DATE May 16, 2007

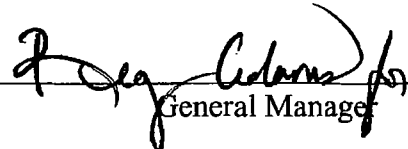
**BOARD OF RECREATION
and PARK COMMISSIONERS**

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC PARK – LEASE AGREEMENT WITH THE LOS ANGELES MUSEUM OF THE HOLOCAUST FOR THE USE OF A PORTION OF PAN PACIFIC PARK FOR THE CONSTRUCTION AND OPERATION OF A HOLOCAUST MUSEUM

R. Adams	_____	J. Kolb	_____
J. Combs	_____	F. Mok	_____
H. Fujita	_____	K. Regan	_____
S. Huntley	_____	*M. Shull	_____


General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Review and consider the Initial Study and Mitigated Negative Declaration (IS/MND) and the associated Mitigation Monitoring Reporting Plan (MMRP)(Section VII) for the Los Angeles Museum of the Holocaust (Holocaust Museum) at Pan Pacific Park, finding that on the basis of the whole record, including the IS/MND and all comments received, there is no substantial evidence that the project will have a significant environmental effect on the environment, and that all potentially significant environmental effects of the project have been properly disclosed and evaluated in the IS/MND in compliance with the California Environmental Quality Act (CEQA) and the State and City CEQA Guidelines and reflects the Department of Recreation and Parks' independent judgment and analysis;
2. Recommend that the City Council review, consider and adopt the IS/MND and MMRP (Section VII), with Council making the same findings as the Board, and that Department staff file a Notice of Determination with the Los Angeles City Clerk and the Los Angeles County Clerk within five days of Council's adoption;
3. Approve the proposed relocation of the Los Angeles Museum of the Holocaust (Holocaust Museum) to a portion of Pan Pacific Park adjacent to the Los Angeles Holocaust Monument;

REPORT OF GENERAL MANAGER

PG. 2 NO. 07-111

4. Approve, subject to approval of the City Council, the Lease Agreement with the Los Angeles Museum of the Holocaust (Museum), substantially in the form on file in the Board Office, for the use of a portion of Pan Pacific Park for the construction and operation of a Holocaust Museum, subject to the transfer of title to Pan Pacific Park to the City by the State of California;
5. Direct the Board Secretary to forward the Lease Agreement to the Mayor's Office for review pursuant to Executive Directive No. 3, and to the City Attorney's Office for approval as to form; and,
6. Authorize the Board President and Secretary to execute the Lease Agreement upon receipt of the necessary approvals.

SUMMARY:

At the November 17, 2004, Board Meeting, the General Manager, through a memorandum, informed the Board of Recreation and Park Commissioners (Board) of a proposal to relocate the Holocaust Museum to a portion of the Department's Pan Pacific Park adjacent to the Los Angeles Holocaust Monument.

On February 16, 2005, the Board approved (Board Report No. 05-51) the consideration of the proposal to relocate the Holocaust Museum (see Attachment A) and instructed staff to negotiate the terms and conditions for a long-term lease of park property for the proposed Holocaust Museum and to return to the Board for final consideration of the proposed lease upon fulfillment of all CEQA requirements.

After significant discussion and negotiations, Museum and Department staff have come to an agreement on the terms and conditions of the proposed Lease Agreement. Several of the major lease provisions are as follows:

- Effective Date - The Effective Date of the Lease will be the date the City Clerk attests the Lease, or the date which the State of California transfers title to Pan Pacific Park to the City, whichever is later;
- Term - The term shall be for fifty years with early termination for the following reasons: The Museum fails to raise the necessary \$6.0 million for the project within one year of the Effective Date of the Lease, the Museum fails to commence construction on the project within thirty six months of the Effective Date of the Lease, the Museum fails to commence Holocaust Museum operations within sixty months of the Effective Date of the Lease;
- Parking - The Museum will provide subterranean parking, per City Code, for its membership, staff, and visitors;

REPORT OF GENERAL MANAGER

PG. 3

NO. 07-111

- Sidewalk – The Museum will rehabilitate the existing sidewalk, beginning at the Pan Pacific gear station in the northwest corner, and ending at the designated Federal property line near the fence line at the United States Post Office at the corner of Grove Drive and Beverly Boulevard;
- Bus Drop Off - The Museum will provide a bus drop off on the east side of Grove Drive to ensure the safety of the students and Holocaust Museum visitors that arrive at the Holocaust Museum by bus;
- Restrooms - The Museum shall provide public restroom facilities that will be accessible from the park side;
- Soil Studies - Once construction is underway, the Museum will assume all costs and responsibilities for removing any contaminated soil that may be discovered in the Methane Studies that must be conducted by the Museum on the leased property;
- Landscaping - The Museum will assume the landscaping costs of the museum/lease area;
- Maintenance - The Museum will assume the cost of maintaining the Los Angeles Holocaust Monument, upon the Effective Date of the Lease.

It should be noted that Pan Pacific Park is still owned by the State of California. In 1993, the County of Los Angeles, who had been operating the park since 1978, assigned their operating agreement to the City. In 2000, the City and County entered into a Project Cooperative Agreement that essentially transferred operational responsibility for the park to the City and allowed the Department to design, construct, and operate park facilities on the State-owned park. As Department staff finalized negotiations with the Museum, the City Attorney's Office advised that the City of Los Angeles could not lease the property to the Museum prior to receiving fee title to the property from the State. Department staff is currently working with representatives of the State's General Services Department on this transfer. It is anticipated that the transfer should be complete within approximately two months.

Due to the situation with property ownership, the Lease Agreement is subject to the final transfer of the property to the City of Los Angeles.

At this time, the final design for the Holocaust Museum is not complete. The final design, when completed, will be presented to the Board for final approval prior to any construction taking place at the site.

In accordance with the requirements of the CEQA, a MND was prepared based on an Initial Study, which determined that all potentially significant environmental effects would be mitigated to a level less than significant. The MND was circulated to all interested parties and responsible agencies, and filed with the State clearing house for a thirty-day review and comment period from August 24, 2006 to September 25, 2006. In addition, a Public Hearing was held at the Pan Pacific Recreation Center on September 6, 2006, to receive public comments on the proposed project. In total, seventeen written comment letters were received during the public review period, which included agency

REPORT OF GENERAL MANAGER

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NO. 07-111

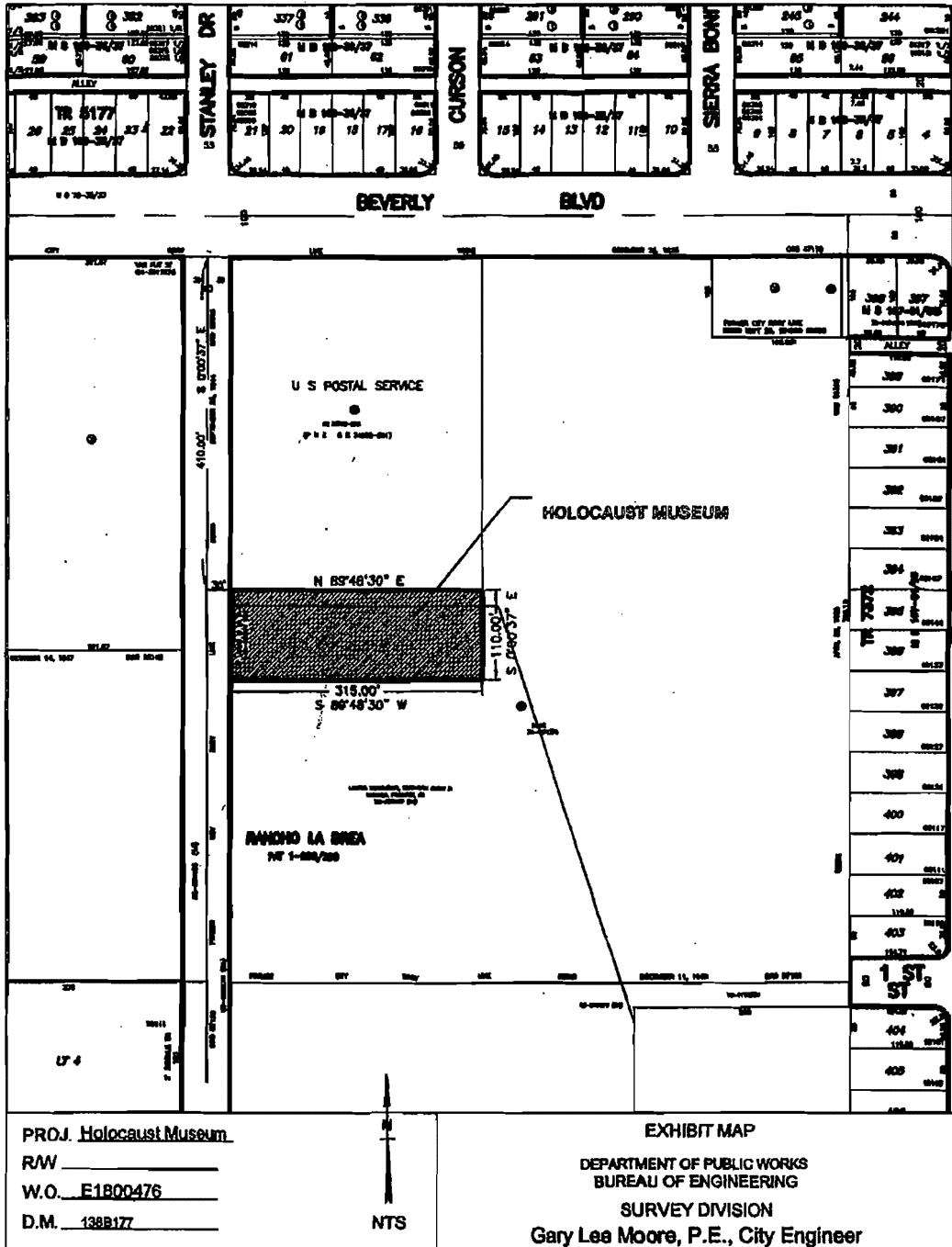
comments from the California Department of Toxic Substance Control and the City of Los Angeles Department of Transportation. Issues raised in the comments included traffic and parking, private use of public parkland, methane gas, and drainage. All comments have been incorporated into the final MND, copies of which have been provided to the Board for its review and consideration. A Mitigation Monitoring and Reporting Program has been prepared that specifies all the mitigation measures identified in the MND, which will either reduce or eliminate the potentially significant environmental impact of the project, in accordance with Section 15097 of the State CEQA Guidelines.

FISCAL IMPACT STATEMENT:

Approval of the relocation of the Holocaust Museum to a portion of Pan Pacific Park and the long-term lease agreement will not have a significant impact on the General Fund. All costs for the design construction, operation, and maintenance of the Holocaust Museum are the responsibility of the Museum. It should be noted that the City has the right to terminate the lease if \$6.0 million in funds are not raised within a year of the effective date of the lease, if construction has not commenced within thirty-six months of the effective date of the lease, or the Museum is not operating within sixty months of the effective date of the lease. The Museum may be required to remove or demolish anything built on the property upon termination and restore the premises to its previous condition.

This report prepared by Cid Macaraeg, Sr. Management Analyst II, Real Estate and Asset Management, Planning and Development.

Attachment A



PROJ. Holocaust Museum

R/W _____

W.O. E1800476

D.M. 138B177

NTS

EXHIBIT MAP

DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

SURVEY DIVISION

Gary Lee Moore, P.E., City Engineer

THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN CITY OF LOS ANGELES AND
HOLOCAUST MUSEUM LA FOR THE CONSTRUCTION AND OPERATION OF HOLOCAUST
MUSEUM LA

This Third Amendment to Lease Agreement (“Amendment”) is entered into this 21st day of October 2022, by and between the CITY OF LOS ANGELES (“CITY”), a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, as Landlord (“CITY”), and HOLOCAUST MUSEUM LA (previously named The Los Angeles Museum of the Holocaust), a California public benefit 501(c)(3) non-profit corporation (“MUSEUM”), with a principal mailing address of 100 South The Grove Drive, Los Angeles, California 90036, at Tenant, and amends that certain Lease Agreement, as previously amended, by and between CITY and MUSEUM entered into October 31, 2007 (“Agreement”) as described below. Capitalized terms not defined herein shall have the meaning set forth for those terms in the Agreement, as amended.

1. **Paragraph 1.1.** Paragraph 1.1 of the Agreement is hereby amended and restated with the following, which adds the updated name and address of MUSEUM:

1.1. Parties. This Lease Agreement (“Lease”) is entered into this 21st day of 20 22, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners, as Landlord (“CITY”), and HOLOCAUST MUSEUM LA, a California public benefit 501(c)(3) non-profit corporation (“MUSEUM”), with a principal mailing address at 100 The Grove Dr. Los Angeles, CA 90036

2. **Paragraph 4.1.1.** Paragraph 4.1.1. is hereby added to the Agreement as follows:

4.1.1. The “Premises” shall also include the land further described in Exhibit A of that certain Third Amendment to this Lease, which has been added to the Premises leased to MUSEUM under such Third Amendment in contemplation of the MUSEUM’s expansion project as approved by the Board on 01/20/22 (Board Report # 22-011) and as depicted in Exhibit B of such Third Amendment (“Expansion Project”). The provisions of Article 13 of this Lease, and the obligations of the MUSEUM thereto, shall apply to the design and construction of the Expansion Project, and the term Holocaust Museum as used in this Lease shall mean the Holocaust Museum which includes the facilities added in connection with the Expansion Project.

4. **Paragraph 5.1.2.** Paragraph 5.1.2 of the Agreement is hereby amended and restated with the following, which removes language regarding direct access to the meeting hall from the outside of the Premises:

5.1.2. Meeting Hall. The meeting hall which shall be constructed on the Premises as set forth in the Expansion Project (Exhibit B) will be available for use by CITY during non-peak hours for such activities as, but not limited to, a gathering place for group lectures and seminars and for use as a community meeting room. Hours of use (which shall include use after operating hours of the Holocaust Museum) and access to such facilities shall be coordinated with MUSEUM in advance. CITY shall have the right to use the meeting hall for CITY events at least twelve (12) times per year. There shall be no cost to CITY for the use of the meeting hall.

5. **Paragraph 5.1.4.** Paragraph 5.1.4 of the Agreement is hereby amended and restated with the following, which removes language regarding direct access to the entry/foyer from the outside of the Premises:

5.1.4. Entry/Foyer. The entry/foyer area which shall be constructed on the Premises as set forth in the Expansion Project (Exhibit B) will be available for use by CITY after normal hours of operation for such activities as, but not limited to, a gathering place for group meetings, lectures and seminars and for use as a community meeting area. Hours of use and access to such facilities (which shall include use after operating hours of the Holocaust Museum) shall be coordinated with MUSEUM in advance. CITY shall have the right to use the entry/foyer for CITY events at least twelve (12) times per year. There shall be no cost to CITY for the use of the entry/foyer.

6. Paragraph 5.1.9 Paragraph 5.1.9 is hereby added to the Agreement in order to provide language for the addition of a Gift Shop on the Premises.

5.1.9. Gift Shop. MUSEUM may include a gift shop within the facility subject to the prior approval of the General Manager. The operation of any such approved gift shop shall be in compliance with all applicable laws and shall conform to all policies and regulations of the DEPARTMENT for the sale of goods and merchandise on DEPARTMENT property.

7. Paragraph 5.1.10 Paragraph 5.1.10 is hereby added to the Agreement in order to provide language for the addition of a Grab and Go/Marketplace on the premises.

5.1.10 Grab and Go/Marketplace. Subject to the prior approval of the General Manager, MUSEUM may include a grab and go/marketplace for the purpose of selling food and beverages including but not limited to prepared foods, prepackaged foods, snacks, and beverages as well as allow for preparation and staging for catering for special events. The Grab and Go shall not consist of a fully functioning kitchen. The operation of any such approved gift grab and go/marketplace shall be in compliance with all applicable laws and shall conform to all policies, standards and regulations of the DEPARTMENT for the sale of food and beverages on DEPARTMENT property.

8. Paragraph 5.5 Paragraph 5.5 is hereby amended and restated with the following which provides language for an updated fee schedule:

5.5. Admission Fees. MUSEUM is open to the public and free to all residents of California with valid ID, all students showing student ID or participating in school visits. All other adults will be subject to a \$15.00 admission fee and all other seniors 65 or older shall be subject to a \$10.00 admission fee. MUSEUM reserves the right to charge a small admission fee and reasonably adjust the stated fees in this section at any time in the future, should it be deemed necessary by the Board of Trustees of Holocaust Museum LA, subject to the written approval of the General Manager. MUSEUM shall submit to the General Manager any proposed changes in admission fees. MUSEUM will be notified in writing within thirty (30) days of the General Manager's approval or disapproval of any or all of the proposed changes in admission fees. In the event of disapproval of any changes in admission fees, the General Manager shall specify the reasons therefore, along with the amount or range of admission fees which would be approved.

9. Paragraph 13.2.1 Paragraph 13.2.1 of the Agreement is hereby amended and restated with the following, which removes language regarding direct access to the meeting hall from the outside of the Premises:

13.2.1. Meeting Hall. The meeting hall which shall be constructed on the Premises as

set forth in the Expansion Project (Exhibit B) will be available for use by CITY during non-peak hours for such activities as, but not limited to, a gathering place for group lectures and seminars and for use as a community meeting room. Hours of use (which shall include use after operating hours of the Holocaust Museum) and access to such facilities shall be coordinated with MUSEUM in advance. CITY shall have the right to use the meeting hall for CITY events at least twelve (12) times per year. There shall be no cost to CITY for the use of the meeting hall.

10. Paragraph 13.2.2 Paragraph 13.2.2 of the Agreement is hereby amended and restated with the following, which removes language regarding direct access to the entry/foyer from the outside of the Premises:

13.2.2. Entry/Foyer. The entry/foyer area which shall be constructed on the Premises as set forth in the Expansion Project (Exhibit B) will be available for use by CITY after normal hours of operation for such activities as, but not limited to, a gathering place for group meetings, lectures and seminars and for use as a community meeting area. Hours of use and access to such facilities (which shall include use after operating hours of the Holocaust Museum) shall be coordinated with MUSEUM in advance. CITY shall have the right to use the entry/foyer for CITY events at least twelve (12) times per year. There shall be no cost to CITY for the use of the entry/foyer.

11. Paragraph 13.2.6 Paragraph 13.2.6 is hereby added to the Agreement in order to provide language for the relocation of the existing DEPARTMENT Maintenance Yard.

13.2.6 Maintenance Yard. MUSEUM shall relocate the existing DEPARTMENT Maintenance Yard located on Grove Drive ("New Maintenance Yard"). MUSEUM will fund, design, and construct the New Maintenance Yard to DEPARTMENT standards. New Maintenance Yard will be located within Pan Pacific Park, not on the Premises, and its location and design shall be approved by DEPARTMENT prior to its construction. New Maintenance Yard shall be equal or greater in size and configuration to the existing maintenance yard. New Maintenance Yard shall be completed within one year of the execution of the Third Amendment to Lease Agreement, unless otherwise agreed to in writing by DEPARTMENT.

If existing DEPARTMENT Maintenance Yard is proposed to be demolished prior to completion of New Maintenance Yard, then MUSEUM shall provide the DEPARTMENT with a temporary maintenance yard ("Temporary Maintenance Yard") on the Premises until such time that a New Maintenance Yard is provided by MUSEUM. MUSEUM will fund, design, and construct the Temporary Maintenance Yard to DEPARTMENT standards. The size, configuration, and location of the Temporary Maintenance Yard shall be approved by DEPARTMENT prior to its construction.

12. Paragraph 13.2.7 Paragraph 13.2.7 is hereby added to the Agreement in order to provide language for the rehabilitation of the existing Restroom Building along Grove Drive.

13.2.7 Grove Drive Restroom Building. MUSEUM shall, at its sole cost and expense, perform a one time rehabilitation to the existing Restroom Building located within Pan Pacific Park, along Grove Drive, not on the Premises, to DEPARTMENT standards. Such rehabilitation shall include, interior and exterior improvements including, American with Disabilities Act compliant upgrades if required by applicable building code, fixture replacement, lighting improvements, plumbing improvements, and improvements to existing storage/office space. The rehabilitation scope work is detailed in Exhibit C of that certain Third Amendment to this Lease.

13. **Paragraph 21.17** Paragraph 21.17 is hereby added to the Agreement as follows:

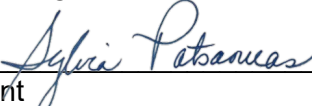
21.17 COVID-19. Employees of MUSEUM and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Lease and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Museum shall obtain proof that such Contractor Personnel have been fully vaccinated. Museum shall retain such proof for the document retention period set forth in this Lease in Article 8. Museum shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Museum wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Museum shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Museum. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Museum shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.


IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, Landlord herein, and HOLOCAUST MUSEUM LA, a California nonprofit public benefit corporation, Tenant herein, have caused this Amendment to be executed as of the date first set forth above.

Executed this 19th day of
October, 2022

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS:

By 
President

By 
Secretary

Executed this 19th day of
October, 2022

TENANT:

HOLOCAUST MUSEUM LA, a California nonprofit public benefit corporation

By 
Guy Lipa, Chairman of the Board

Approved as to Form:

DATE: 10/21/22

MICHAEL N. FEUER
City Attorney

By  Steven H. Hong
Deputy City Attorney

EXHIBITS

Exhibit A – Additional Real Property Description
Exhibit B – Expansion Project
Exhibit C - Grove Drive Restroom Building

EXHIBIT A
LEGAL DESCRIPTION

Being a portion of the Rancho La Brea, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 1, pages 289 and 290, of Patents in the office of the County Recorder of said County, the horizontal limits being described as follows.

Commencing at the intersection of the southerly line of Beverly Boulevard, 100 feet wide, as shown on Tract No. 45628, in said City, as per map filed in Book 1265, pages 33 through 39, inclusive, of Maps with the easterly line of The Grove Drive, 60 feet wide; thence southerly along said easterly line, South 00°00'37" East, 520.00 feet to the southerly line of the land described in Quitclaim Deed recorded January 2, 2008 as Instrument No. 20080000476 of Official Record of said County and the Point of Beginning; thence continuing along said easterly line, South 00°00'37" East 426.75 feet; thence leaving said easterly line, North 89°59'23" East 75.00 feet to a line parallel with and lying 75.00 feet easterly of the easterly line of said The Grove Drive; thence northerly along said parallel line; North 00°00'37" West 418.98 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 71.67 feet and to which beginning a radial line bears North 35°33'48" West; thence northeasterly along said curve, through a central angle of 13°20'30", an arc distance of 16.69 feet to the southerly line of the land per said Quitclaim Deed; thence westerly along said southerly line, South 89°48'30" West 89.58 feet to the Point of Beginning.

Except therefrom that portion lying within the land described in Quitclaim Deed recorded October 21, 2011 as Instrument No. 20111431667 of Official Records of said County.

This legal description is delineated on the accompanying "Exhibit B" and is made a part hereof for reference purposes and is not to be used in conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of

10/21/2021

Douglas R. Howard, PLS 6169

Date

PSOMAS

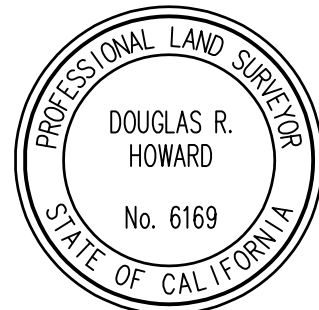
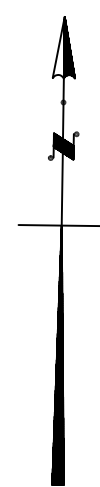
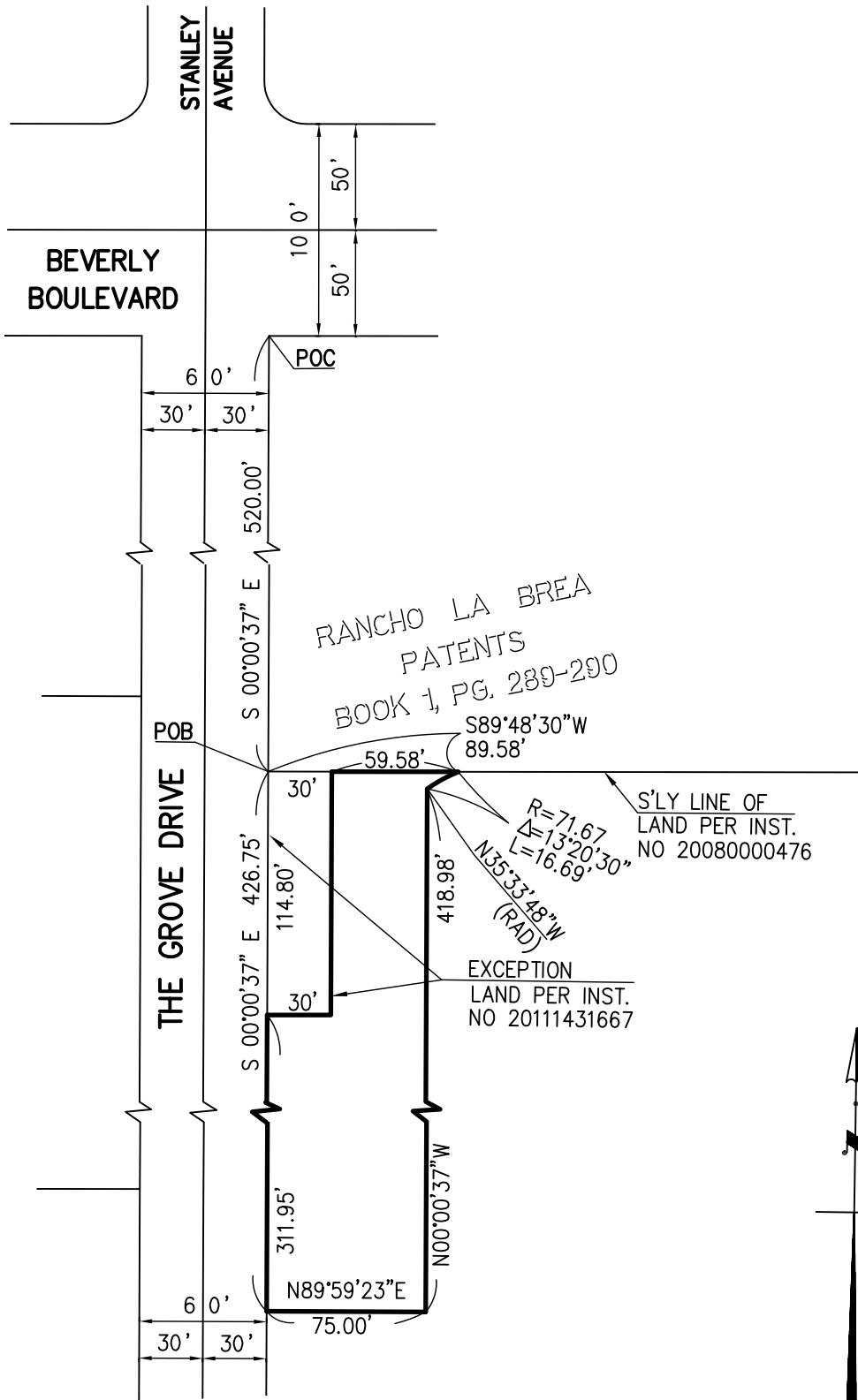


EXHIBIT B



GRAPHIC SCALE
SCALE: 1" = 80'

PSOMAS

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213) 223-1400 (213) 223-1444 (FAX)
www.psomas.com

1HOL010100 10/21/2021

**PAN PACIFIC PARK – GROVE DRIVE RESTROOM BUILDING REHABILITATION
SCOPE OF WORK DESCRIPTION**

Nov 16, 2021

General Notes:

Contractor is to install temporary protective chain link fencing surrounding the restroom building. This effort is to be coordinated with Recreation and Parks' Maintenance Supervisor to allow access for staff if needed.

Contractor is responsible for providing temporary restrooms and hand washing facilities for employees. These are to be locked/secured by the contractor's site foreman on a daily basis.

Demolition and removal work shall be performed to avoid damage to nearby existing trees.

All construction debris is to be removed and disposed of in a legal manner at the contractor's expense.

If encountered, inactive or abandoned utilities shall be disconnected, removed, and plugged or capped subject to the local governing ordinances. Verify with Recreation and Parks staff prior to doing so.

Clean up shall take place on a daily basis.

At the Restrooms:

Water closets (in the end stalls), lavatories, and the urinal installed in the restrooms shall comply with Chapter 11B of LA City Building Code (Also refer to the ADA sheet). If challenges are encountered given the existing conditions, the issues shall be brought to Recreation and Parks staff's attention prior to proceeding with work.

Demolish and dispose of all existing stall doors and their hardware, water closets, urinal, lavatories and faucets, grab bars, and all restroom accessories.

Demolish and dispose of the plumbing chase door. Sand, patch and prime the frame and reuse if in good condition. Replace it with a steel frame if the existing is damaged.

Demolish and dispose of all interior and exterior lighting fixtures.

Demolish and dispose of all restroom signs.

Check existing floor drains for proper drainage. Hydro-jet or unclog if necessary.

All interior walls, CMU partitions, and floors are to be sandblasted to remove existing paint and graffiti. Caution is to be exercised when doing so as not to damage any surfaces.

All exterior walls are to be power washed and the trims are to be sanded. Caution is to be exercised when doing so as not to damage any surfaces.

Strip entry gates of paint, sand, and prime.

Patch all interior and exterior walls and trims, partitions, and ceilings prior to applying final finishes.

Prime all walls, trims, and ceilings.

Prime the plumbing chase door.

Paint all walls, trims, ceilings, window grates, and entry gates. Colors to be determined.

Paint the plumbing chase door. Color to be determined.

Install new stall doors and their hardware (doors to be 15" above the finished floor), water closets, urinal, lavatories and faucets, grab bars, and all restroom accessories per the schedule provided. All products are to be installed as specified, or an approved equivalent.

Install new restroom signs per the ADA sheet.

Apply sealant to the concrete floors in the restrooms.

Install a new hollow metal door at the plumbing chase with associated hinges and locking device. This device is to be coordinated with the Recreation and Parks Maintenance Supervisor.

Install new lighting fixtures as per the specifications provided by the Recreation and Parks' electrical engineer.

At the Staff Room:

Recreation and Parks staff is to remove all furniture and other items from the space and place into storage prior to any work beginning.

Demolish and dispose of the staff room entry door and its associated hardware. Protect the frame in place and reuse it if in good condition. If replacement is necessary, replace with a metal frame in kind.

Demolish and dispose of the flooring in the staff room. Remove all adhesive left behind leaving the floor smooth for new flooring to be applied.

Remove and dispose of any broken hardware on the storage cabinets. Replace any broken or damaged doors or shelves.

Demolish and dispose of the existing windows and their associated hardware.

Demolish and dispose of all interior lighting.

Install a new hollow metal entry door along with new hinges and locking device. Locking device type is to be coordinated with Recreation and Parks staff.

Install new metal windows with clear tempered glass inserts. Locks and latches are to be included. Verify type with Recreation and Parks staff.

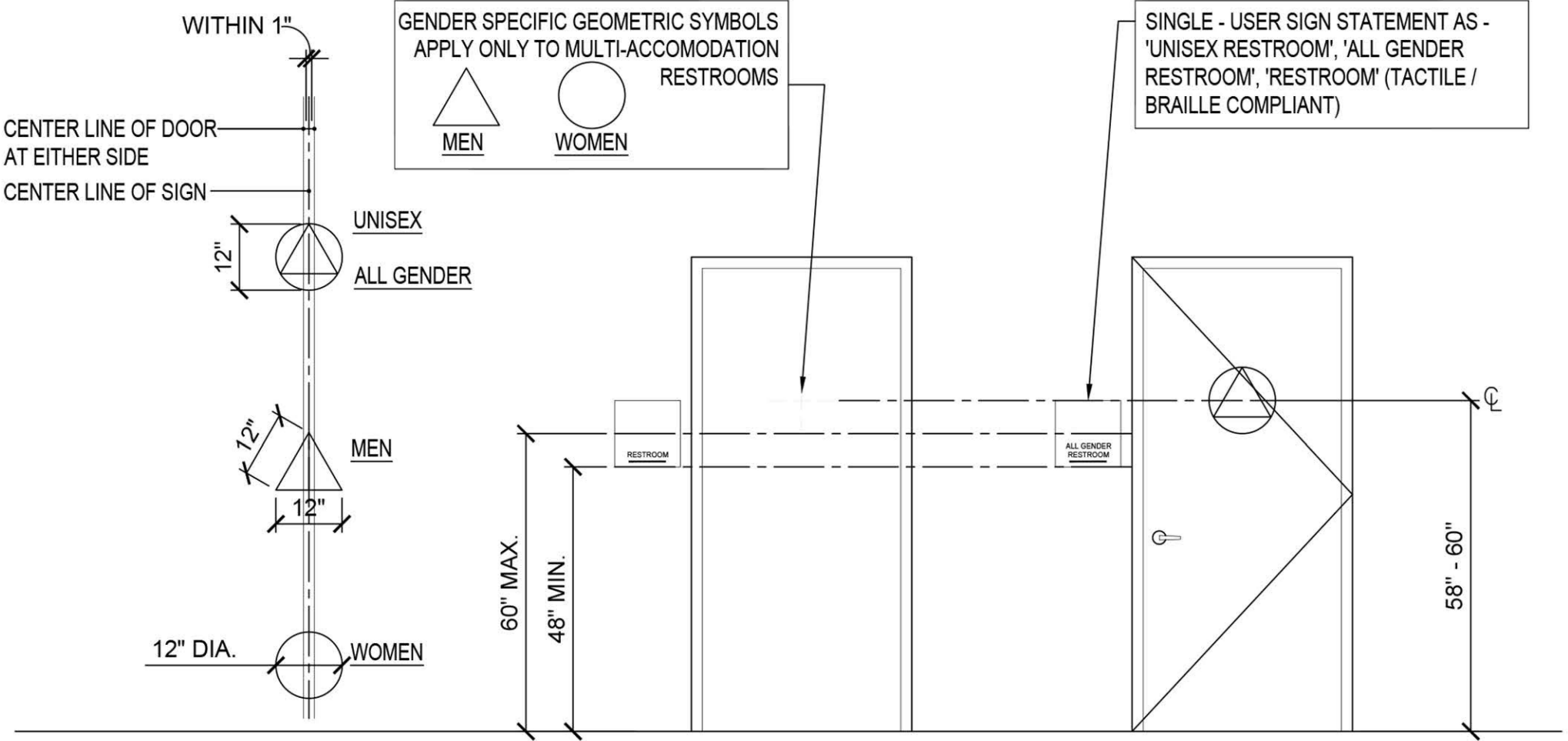
Patch, prime, and prepare all interior walls, ceilings, trims, and cabinets for new paint.

Paint the walls, ceilings, trims, and cabinets. Colors to be determined.

Install new (Armstrong or approved equal) VCT flooring per manufacturer's specifications, quarter turn pattern. Color and style to be determined.

Install new light fixtures as per the specifications provided by the Recreation and Parks' electrical engineer.

DESCRIPTION	MANUFACTURER/MODEL	COLOR/FINISH	QANTITY
GRAB BARS 36"	GLEN PRODUCTS GB-B5806.99-36	STAINLESS STEEL	2
GRAB BARS 42"	GLEN PRODUCTS GB-B5806.99-42	STAINLESS STEEL	2
WATER CLOSET (REUSE EXISTING WALL CARRIERS IF IN GOOD CONDITION. INSTALL 5/8" STAINLESS STEEL THREADED RODS ON ALL CARRIERS) (REUSE FLUSH VALVES IF OPERABLE AND IN GOOD CONDITION)	ACORN DURA-WARE 2105-W-1.28-FVH	STAINLESS STEEL	5
URINAL (REUSE FLUSH VALVES IF OPERABLE AND IN GOOD CONDITION)	ACORN DURA-WARE 2158-W-1-0.125-FVH	STAINLESS STEEL	1
LAVATORY	ACORN DURA-WARE 1953-1-DMS-9-H1-GT	STAINLESS STEEL	2
GRATE DRAIN	CHICAGO 327-XCP	CHROME	2
FAUCET	CHICAGO 333-665PSHABCP	CHROME	2
SEAT PROTECTOR DISPENSER	BOBRICK PH-B221	STAINLESS STEEL	5
TOILET PAPER DISPENSER	GLEN PRODUCTS PH-E200D-SG	GRAY	5
SOAP DISPENSER	BOBRICK SD-B2111	STAINLESS STEEL	2
DIAPER CHANGING STATION	KOALA KB110-SSWM	STAINLESS STEEL/GRAY	2
STALL DOORS (ALL NEW HINGES AND HARDWARE TO BE INCLUDED)	GLEN PRODUCTS SOLID PHENOLIC	WHITE SPECKLE (WS)	5
RESTROOM SIGNS	(SEE ADA SHEET FOR DETAILS)		



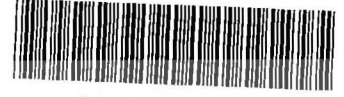
1

RESTROOM SIGNS

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:
CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
c/o OFFICE OF THE CITY ATTORNEY
ROCKARD J. DELGADILLO,
CITY ATTORNEY
DAVID MICHAELSON,
CHIEF ASST. CITY ATTORNEY
800 CITY HALL EAST,
200 NORTH MAIN STREET,
LOS ANGELES, CA 90012-4131

COPY.

12/05/07



Has not been com
Original will be returned
processing has been completed.
20072669448
LOS ANGELES COUNTY REGISTRAR - RECORDER

TITLE

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF LOS ANGELES
DEPARTMENT OF GENERAL SERVICES
c/o Office of the City Attorney
Rockard J. Delgadillo, City Attorney
David Michaelson, Chief Assistant City Attorney
800 City Hall East
200 North Main Street
Los Angeles, California 90012

**Free recording in accordance with
California Government Code section 6103**

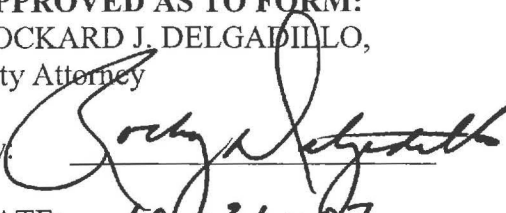
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of the date of attestation by the City Clerk of the City of Los Angeles of page 2 of this Memorandum, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners, as Landlord ("CITY") and the Los Angeles Museum of the Holocaust, a California public benefit 501-c-3 non-profit corporation ("MUSEUM"), with a principal mailing address at 6435 Wilshire Boulevard, Suite 303, Los Angeles, California 90048, as Tenant, who agree as follows:

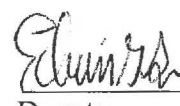
1. **Term And Premises.** CITY leases to MUSEUM, and MUSEUM leases from CITY, the real property located in the City of Los Angeles, County of Los Angeles, State of California, as more fully described in the attached Exhibit 1, commonly known as the Pan Pacific Park Area, for a term of Fifty (50) Years, commencing (i) on or about the date of this Memorandum or (ii) the date that the City acquires the Pan Pacific Park Area (as defined in Exhibit 1) from the State of California, whichever is later, on the provisions of the lease between the parties, which lease ("Lease") is dated on the same date as this Memorandum. These provisions are incorporated into this Memorandum by reference.
2. **Provisions Binding On MUSEUM.** The provisions of the Lease to be performed by MUSEUM, whether affirmative or negative in nature, are intended to and shall bind Tenant and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.
3. **Provisions Binding on CITY.** The provisions of the Lease to be performed by CITY, whether affirmative or negative in nature, are intended to and shall bind CITY and its successors and assigns at any time, and shall inure to the benefit of MUSEUM and its successors and assigns.
4. **Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease.

5. **Reference to Lease for All Purposes.** Reference is hereby made to the entire Lease for any and all purposes. A true copy of the Lease is on file with the City Clerk of the City of Los Angeles, whose office is Room 360, City Hall, 200 North Spring Street, Los Angeles, California 90012.

APPROVED AS TO FORM:
ROCKARD J. DELGADILLO,
City Attorney

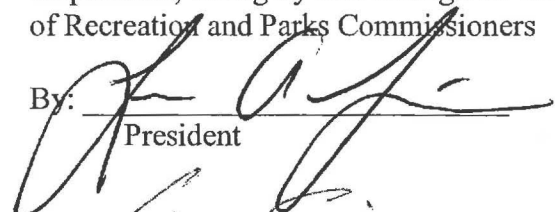

By: 
DATE: 10-31-07

ATTEST:
FRANK T. MARTINEZ, City Clerk

By: 
Deputy

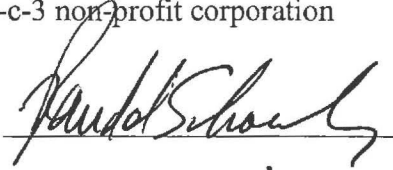
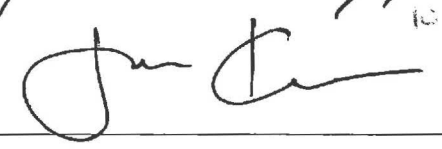
DATE: 11/2/07
C-112568

CITY:
CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners

By: 
President
By: 
Secretary

DATE:

TENANT:
LOS ANGELES MUSEUM OF THE HOLOCAUST, a California public benefit 501-c-3 non-profit corporation

By: , Chairman
10/31/07
By: 

DATE: 11-01-2007


Council File No.: 07-1820
Council Approval Date: July 7, 2007

State of California }
 }ss.
County of Los Angeles }

On Oct. 31st, 2007, before me, **Jung ki Kim** Notary Public, personally appeared, Reckard John Dolgadillo, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)


Notary Public
My commission expires May 4, 2010



Description of Attached Document

Document Title or Type : Memorandum of Lease
Document Date : Oct 31st, 2007
No. of Pages : 2 (two)

**EXHIBIT 1
LEGAL DESCRIPTION**

HOLOCAUST MUSEUM
PERMANENT EASEMENT
W.O. E1800476

LEGAL DESCRIPTION:

THAT PORTION OF THE RANCHO LA BREA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 289 AND 290 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF BEVERLY BOULEVARD, 100 FEET WIDE, WITH THE SOUTHERLY PROLONGATION OF THE CENTER LINE OF STANLEY AVENUE, AS SHOWN ON THE MAP OF TRACT No.6568, AS PER MAP RECORDED IN BOOK 72, PAGES 32 AND 33, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHERLY PROLONGATION, SOUTH 0°00'37" EAST, 410.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE UNITED STATES POSTAL SERVICE, RECORDED AS DOCUMENT No. 3825, ON JUNE 6, 1975, IN BOOK D6680, PAGE 270, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE PARALLEL WITH SAID SOUTHERLY LINE ALONG THE SOUTHERLY LINE OF THE UNITED STATES POSTAL SERVICE LOT, NORTH 89°48'30" EAST TO A LINE PARALLEL WITH AND DISTANT 345.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY PROLONGATION; THENCE SOUTH 0°00'37" WEST ALONG LAST SAID PARALLEL LINE, 110.00 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE OF BEVERLY BOULEVARD SOUTH 89°48'30" WEST, 345.00 FEET TO SAID SOUTHERLY PROLONGATION; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION, 110.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF THE HEREIN ABOVE DESCRIBED LAND LYING WITHIN THE PUBLIC STREET AS DESCRIBED IN THE COUNCIL RESOLUTION, RECORDED ON APRIL 30, 2002 AS INSTRUMENT No. 02-0995136.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Los Angeles } ss.

On October 30, 2007 before me, Lillian Hernandez, A NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Lisa T. Shimmato and Luis A. Sanchez
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Lillian Hernandez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

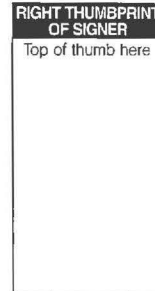
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



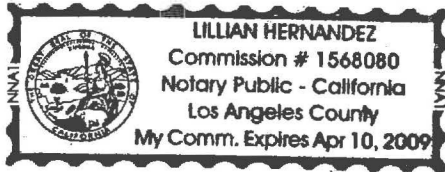
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 30, 2007 before me, Lillian Hernandez, A NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lisa T. Shincato and Luis A. Sanchez
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Lillian Hernandez
Signature of Notary Public

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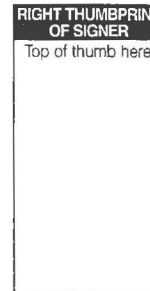
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Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
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- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

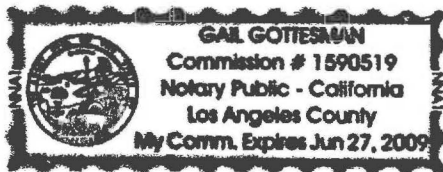


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 31, 2007 before me, Gail Hope Gottesman, A NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Eric Randoi Schoenberg
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

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Signer's Name: _____

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- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On November 1 2007 before me, Gail Hope Gottesman, A NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jon Samuel Kean
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

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- Other: _____

Signer Is Representing: _____

