

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

In re:

COMPLEX BUSINESS LITIGATION  
DIVISION

CRYSTAL CRUISES LLC, a California  
limited liability company,

Case No. 2022-002742-CA-01  
Lead Case

CRYSTAL HOLDINGS U.S., LLC, a  
Delaware limited liability company,

Case No. 2022-002757-CA-01

CRYSTAL AIRCRUISES, LLC, a Florida  
limited liability company, and

Case No. 2022-002758-CA-01

Assignors,  
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.  
\_\_\_\_\_ /

**ASSIGNEE'S OBJECTION TO CLAIM OF OAK VIEW GROUP LLC**

**NOTICE OF OPPORTUNITY TO OBJECT AND REQUEST FOR HEARING**

**PLEASE TAKE NOTICE** that, Pursuant to section 727.111(4), Florida Statutes, the assignee may disallow improper claims of creditors, and the Court may consider these actions without further notice or hearing unless a party in interest files an objection within 21 days from the date this paper is served. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court of Miami-Dade County at 73 W. Flagler Street, Room 133, Miami, FL 33130, and serve a copy on the assignee's attorney, Paul N. Mascia, Esq., Nardella & Nardella, PLLC, 135 W. Central Blvd., Ste. 300, Orlando, FL 32801, and any other appropriate person.

**If you file and serve an objection within the time permitted, the Court shall schedule a hearing and notify you of the scheduled hearing.**

**If you do not file an objection within the time permitted, the assignee and the Court will presume that you do not oppose the granting of the relief requested in the paper.**

COMES NOW, Mark C. Healy, Assignee in the above-captioned Assignment proceeding (the “Assignee”), pursuant to Section 727.113 and 727.109(4), files this Objection to Claim of Oak View Group, LLC (“OVG” or “Claimant”), and asserts as follows:

**BACKGROUND**

1. On February 10, 2022, the Crystal Cruises, LLC (the “Assignor”) executed and delivered, and the Assignee accepted, an irrevocable Assignment for the benefit of creditors to the Assignee (the “Assignment”). On February 11, 2022, a *Petition Commencing Assignment for the Benefit of Creditors* was filed by the Assignee for the Assignor, thereby commencing the following assignment for the benefit of creditors case pursuant to Chapter 727 of the Florida Statutes, in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01 (the “Assignment Case”).

2. Prior to the Assignment, Assignor engaged in the business of travel and entertainment business, including operating ocean, river, and expedition cruises and conducting related activities around the world (the “Business”).

3. The Assignee's address and telephone number are c/o Paul N. Mascia, Esq., Nardella & Nardella, PLLC, 135 W. Central Boulevard, Orlando, Florida 32801 and (407) 966-2680.

4. Pursuant to § 727.112(2), *Florida Statutes*, all proofs of claims shall be filed by delivering the claims to the Assignee within 120 days from the filing of the Assignment.

5. In this case, all claims were required to be filed by June 11, 2022 (the “Bar Date”).

6. This Honorable Court has the power to allow or disallow claims against the estate and determine their priority. *See* § 727.109(4), *Florida Statutes*.

## OBJECTION TO CLAIM

7. Claimant delivered Claim No. 2719 in the amount of U.S. Dollars \$183,192.00 on May 12, 2022, and then filed an Amended Claim in the amount of U.S. Dollars \$305,320.00 (collectively the “Claim”) via U.S. Mail to the Assignee on November 8, 2023, a true and correct copy of which Claim is attached hereto as Exhibit “A”.

8. Assignee reviewed the claim and the documentation provided by the Claimant. For the reasons set forth herein, Assignee objects to the Claim.

9. First, the amended claim filed in November of 2023, was over a year late from the Bar Date and therefore the additional amount added \$122,128 for the Base Rent refund is objected to as late. *Hillsborough County v. Lanier*, 898 So. 2d 141, 142 (Fla. 2d DCA 2005) (where the County filed an amended claim after the bar date, the court sustained the objection as the claim was untimely), *see* Fla. Stat. sec. 772.112(1),(2).

10. Second, should the Court find that the amended claim relates back to the date of the original claim, the Claimant has failed to provide proper documentation. The Claimant did not include executed sublease agreements §772.112(4) Fla. Stat., or documentation showing payments made. The Claim states \$183,192 is owed for a security deposit; however, no proof was provided that the security deposit was received by Crystal Cruises. Further, no documentation was provided showing the additional \$122,128 claimed in the Amended Claim, for the Base Rent was paid or received by Crystal Cruises. Without proof of payment, Assignee cannot approve such a claim, and therefore accordingly objects to both the Security Deposit and the Base Rent.

11. Finally, the Claim alleges it is secured; however, this Claim does not meet the definition of a secured claim. According to the California Civil Code § 1950.7(b), cited to by Claimant, the security deposit shall be “prior to the claim of any creditor of the landlord, except a

**trustee in bankruptcy.**” [emphasis added]. Similar to a bankruptcy, “An assignment for the benefit of creditors is an alternative to bankruptcy and allows a debtor to voluntarily assign its assets to a third party in order to liquidate the assets to fully or partially satisfy creditors' claims against the debtor.” *Lanier* at 143, citing, *Moecker v. Antoine*, 845 So. 2d 904, 910 (Fla. 1st DCA 2003). The Assignee must act as the trustee and distribute assets by security and priority, for the benefit of the creditors. The Security Deposit of \$183,192 is not secured by any property and therefore cannot be given a secured status.

12. For the reasons stated above, Assignee objects to this Claim in its entirety.

WHEREFORE, the Assignee respectfully requests the Court enter an order sustaining his Objection to OVG’s Claim, DENYING the Claim in its entirety and granting any such further relief that this Court may deem just and proper.

DATED this 1<sup>st</sup> day of February 2024.

NARDELLA & NARDELLA, PLLC  
*Co-General Counsel for Assignee*  
135 W. Central Blvd., Ste. 300  
Orlando, FL 32801  
(407) 966-2680

By: /s/ Danielle N. Waters

Michael A. Nardella, Esq.

Florida Bar No. 051265

Paul N. Mascia, Esq.

Florida Bar No. 0489670

Danielle N. Waters, Esq.

Florida Bar No. 0029364

[mnardella@nardellalaw.com](mailto:mnardella@nardellalaw.com)

[pmascia@nardellalaw.com](mailto:pmascia@nardellalaw.com)

[kcooper@nardellalaw.com](mailto:kcooper@nardellalaw.com)

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was served via the Florida Court's e-Filing Portal on February 1, 2024, which will serve upon all parties and interested persons of record in this action; on claimant Oak View Group, LLC via U.S. mail to 11777 San Vincente Blvd. Ste. 640, Los Angeles, CA 90049; and via email to [Bryan@mashianlaw.com](mailto:Bryan@mashianlaw.com) and [cbl44@jud11.flcourts.org](mailto:cbl44@jud11.flcourts.org) pursuant to CBL Rule 2.2.

By: /s/ Danielle N. Waters  
Danielle N. Waters

# **Exhibit A**

**FULL SECURITY DEPOSIT DEMAND LETTER  
(ON BEHALF OF SUB-TENANT OAK VIEW GROUP)**

Attn: Adam Losey (Crystal Cruise Legal Counsel)  
Losey PLLC  
Orlando, FL  
T: (407) 906-1605  
Email: alosey@losey.law

Attn: Nadira Joseph or other Claims Administrator (Crystal Cruises, LLC & Crystal Holdings U.S., LLC )  
Michael Moecker & Associates (Bankruptcy Court – Assignee)  
1885 Marina Mile Blvd, Ste 103  
Fort Lauderdale, FL 33315  
Phone: (954) 252-1560; Email: info@moecker.com

Date: May 17, 2022

RE: Claim for \$183,192 Security Deposit

**(Case Numbers: Consolidated Main Case No. 22-002742-CA-01; Crystal Cruises, LLC (Case No. 22-002742-CA-01); Crystal Holdings U.S., LLC (Case No. 22-002757-CA-01); Crystal AirCruises, LLC (Case No. 22-002758-CA-01))**

Dear Mr. Losey & Ms. Joseph (Claims Administrator for Michael Moecker & Associates),

This firm is legal counsel to Oak View Group, LLC, a Delaware limited liability company ("OVG"). I am writing to you to file a claim for \$183,192 in security deposit funds held by the with Crystal Cruises, LLC bankruptcy estate that is in fact the property of OVG and should be returned to OVG as a matter of law.

Background.

Pursuant to a sublease dated November 4, 2020 ("Sublease"), Crystal Cruises, LLC (the Sublandlord, hereinafter "Crystal Cruises") subleased to my firm's client, OVG, the 9<sup>th</sup> floor of a building located at 11755 Wilshire Boulevard, Los Angeles, CA 90025.

OVG placed a security deposit for the sublease in the amount of \$183,192 with Crystal Cruises. Crystal Cruises, LLC has commenced an assignment for the benefit of creditors (ABC) in the Circuit Court for the 11th Judicial District in Miami-Dade County, Florida under Case No. 2022-002742-CA-01. The Sublease has been terminated.

In accordance with California Civil Code 1950.5, Crystal Cruises is now, as a matter of law, and per the Sublease terms required to return the deposit within 21 days from the termination of the lease. Crystal Cruises. A copy of that sublease is attached herewith as Exhibit "A". You will see from the attached sublease (Exhibit "B") that the Sublease term started on or about March 1, 2021, and ended on January 31, 2024. Pursuant to Section 4 of the sublease, OVG provided Crystal a cash security deposit of \$183,192 ("Sublease Security Deposit").

Tenant Demand for Return of Security Deposit. Under California law, security deposit claims that are not yet due, such as our client OVG's security deposit (which is both contingent and unliquidated), belong to the tenant still. OVG has state law remedy providing recourse and return as to its non-due security deposits. Bankr. Code, 11 U.S.C.A. §§ 507(a)(6), 1122; West's Ann. Cal. Civ. Code § 1950.5.


California Civil Code §1950.7(c) requires Crystal Cruises, as the landlord under the sublease, to immediately return any unused portion of the security deposit within a reasonable time following termination or rejection of a lease (2 weeks if the deposit is equal to or less than 1 month's rent, or 30 days if the deposit exceeds one month's rent).

**YOUR CLIENT IS NOW BEYOND THE STATE LIMIT FOR RETURNING THE DEPOSIT.**

Therefore, please promptly send payment of \$183,192 (payable to Oak View Group, LLC) to Bryan Mashian, Esq., 11777 San Vicente Blvd, Suite #640, Los Angeles, CA 90049

Again, a copy of the sublease is attached as Exhibit B. If you have any questions, please do not hesitate to reach out to me at (310) 207-1466.

Sincerely,



Bryan Mashian  
The Mashian Law Group  
Email: [Bryan@MashianLaw.com](mailto:Bryan@MashianLaw.com)

Enc.: Exhibit A (Claims Form); Exhibit B (Sublease)



**EXHIBIT A**

#2719

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

**In Re:**

**CRYSTAL CRUISES, LLC  
a California Limited Liability company.**

**Assignor,**

**Case No.: 2022-002742 CA 01**

**To:**

**MARK C. HEALY,**

**Assignee,**

**PROOF OF CLAIM**

TO RECEIVE ANY DIVIDEND IN THIS PROCEEDING, YOU MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE NO LATER THAN:

**JUNE 11, 2022**

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

Mark C. Healy, Assignee  
MICHAEL MOECKER & ASSOCIATES, INC.  
1885 Marina Mile Blvd., Suite 106  
Fort Lauderdale, FL 33315  
(954) 252-1560 · (954) 252-2791 Fax No.  
Info@Moecker.com

1. **CREDITOR NAME (Your name):** Oak View Group, LLC, a Delaware limited liability company  
**ADDRESS:** c/o Mashian Law Group,  
11777 San Vicente Blvd, Ste #640, Los Angeles, CA 90049  
**TELEPHONE NUMBER:** (310) 207-1464  
**E-MAIL ADDRESS:** Bryan@mashianlaw.com  
*Please be sure to notify us if you have a change of address.*
2. **BASIS FOR CLAIM:**  
 Goods Sold                       Wages, Salaries and Compensations                       Secured Creditor  
 Services Performed                       Taxes  
 Money Loaned                       Shareholder     Other: SECURITY DEPOSIT (TENANT'S \$183, 192)
3. **DATE DEBT WAS INCURRED:** November 4, 2020
4. **AMOUNT OF CLAIM:** \$183,192.00 (Tenant Security Deposit for 11755 Wilshire Boulevard, Los Angeles, CA 90025)
5. **SUPPORTING DOCUMENTS:** **Attach copies of supporting documents,** such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
6. **SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

DATED: May 12, 2022

BY: \_\_\_\_\_  
Signature of Claimant or Representative

Bryan Mashian (Attorney, Mashian Law Group)  
**Print Name** and Title Here

## EXHIBIT B

### Full Sublease Agreement

#### PG 1 OF CRYSTAL CRUISE, LLC SUBLEASE TO OAK VIEW GROUP, LLC (full agreement attached separately)



#### SUBLEASE

This Sublease ("**Sublease**") dated as of November 4, 2020, is made between Crystal Cruises, LLC, a California limited liability company (formerly a California corporation) ("**Sublandlord**") and Oak View Group, LLC, a Delaware limited liability company ("**Subtenant**").

#### RECITALS

A. Sublandlord is the tenant under that certain lease dated as of May 28, 2013, as amended by (a) that certain First Amendment to Standard Form Office Lease dated as of April 27, 2015 (the "**First Amendment**"), by and between Landlord and Tenant, (b) that certain Second Amendment to Standard Form Office Lease dated as of June 9, 2016 (the "**Second Amendment**") and (c) that certain Third Amendment to Standard Form Office Lease dated as of September 7, 2017 (the "**Third Amendment**") (the "**Third Amendment**" and, together with the Original Lease, the First Amendment and the Second Amendment, collectively, the "**Master Lease**"), pursuant to which CSHV Wilshire Landmark, LLC, a Delaware limited liability company ("**Landlord**") leased to Sublandlord certain space (the "**Master Premises**") in the building (the "**Building**") located at 11755 Wilshire Boulevard, Los Angeles, CA 90025 as more particularly described in the Master Lease. A copy of the Master Lease is attached hereto as Exhibit "A".

B. Subtenant desires to sublease from Sublandlord and Sublandlord desires to sublease to Subtenant a portion of the Master Premises consisting of the entirety of the ninth (9<sup>th</sup>) floor of the Building, containing approximately 17,960 rentable square feet and as particularly shown on the floor plan attached and incorporated in this Sublease as Exhibit "B" (the "**Subleased Premises**" or "**Premises**"), for a term, at a rent, and upon and subject to the covenants, agreements, terms, conditions, limitations, exceptions and reservations contained in this Sublease.

C. Subtenant desires to also contemporaneously with this Sublease enter into a direct lease of the Premises between Subtenant (as tenant) with Landlord ("**Direct Lease**") the term of which Direct Lease starts immediately after expiration of the term of this Sublease.

#### SECTION 1. SUBLEASE

(a) Demise. Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, upon and subject to the covenants, agreements, limitations, reservations, exceptions, terms and conditions contained in this Sublease.

(b) Contingencies. The parties' obligations under this Sublease are, subject to the terms and conditions contained in this Sublease, conditioned upon the following: (i) the parties receiving Landlord's written consent to this Sublease, (ii) Landlord waiving any right to recapture the Subleased Premises under the Master Lease (subparts (i) and (ii) are collectively referred to as "**Non-Waivable Contingencies**" and individually as "**Non-Waivable Contingency**"), (iii) Landlord consenting to Subtenant's Pre-Approved Alterations, Pre-Approved Signage and Pre-Approved Telecommunications Equipment (as such terms are herein defined) to or in the Subleased Premises or the Building, (iv) Landlord consenting that the Alterations made by Sublandlord are not to be removed at Subtenant's expense at the end of either the Sublease or the Direct Lease, (v) Landlord and Subtenant entering into the Direct Lease on terms and conditions acceptable to Subtenant, which, in part, shall include non-disturbance and attornment assurances satisfactory to Subtenant permitting Subtenant to continue to occupy the Subleased Premises on the terms of this Sublease if the Master Lease is terminated, (vi) Landlord providing Subtenant an estoppel certificate as provided in Section 21 of the Master Lease, and (vii) pursuant to the last two sentences of Section 20 of the Master Lease, Subtenant being provided with a recordable subordination, non-disturbance and attornment from the holder of the loan currently encumbering the Building (subparts (iii)-(vii) are each referred to as "**Waivable Contingency**" and collectively as "**Waivable Contingencies**").

(c) Non-Waivable Contingencies. Sublandlord shall, at Sublandlord's sole cost and expense, from and after the parties' mutual execution of this Sublease, promptly, diligently, continuously using commercially reasonable efforts pursue satisfying the Non-Waivable Contingencies. Subtenant agrees to reasonably cooperate with Sublandlord to satisfy the Non-Waivable Contingencies by providing information to Landlord required by the Master Lease for satisfaction of the Non-Waivable Contingencies. Sublandlord shall update Subtenant of Sublandlord's efforts and progress in satisfying the Non-Waivable Contingencies. If, notwithstanding such required efforts by Sublandlord, the Non-Waivable Contingencies are not satisfied by the sixtieth (60<sup>th</sup>) day following the parties' execution of this Sublease ("**Contingency Expiration Date**"), then this Sublease shall automatically terminate, Sublandlord shall refund to Subtenant any funds paid by Subtenant, and thereafter neither Sublandlord nor Subtenant shall have any further obligations under this Sublease after the date of termination except for indemnity and insurance obligations relating to Subtenants use of the Premises during the period between execution of this Sublease and such termination of this Sublease.

(d) Waivable Contingencies. Sublandlord shall support Subtenant in its pursuit of the Waivable Contingencies but shall have no liability for Subtenant's failure to secure any or all of the Waivable Contingencies and shall not be required to incur any expenses associated with such efforts. Subtenant shall promptly pay or reimburse Sublandlord for any costs or expenses



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### SECTION 1. SUBLEASE

(a) Demise. Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, upon and subject to the covenants, agreements, limitations, reservations, exceptions, terms and conditions contained in this Sublease.

(b) Contingencies. The parties' obligations under this Sublease are, subject to the terms and conditions contained in this Sublease, conditioned upon the following: (i) the parties receiving Landlord's written consent to this Sublease, (ii) Landlord waiving any right to recapture the Subleased Premises under the Master Lease (subparts (i) and (ii) are collectively referred to as "**Non-Waivable Contingencies**" and individually as "**Non-Waivable Contingency**"), (iii) Landlord consenting to Subtenant's Pre-Approved Alterations, Pre-Approved Signage and Pre-Approved Telecommunications Equipment (as such terms are herein defined) to or in the Subleased Premises or the Building, (iv) Landlord consenting that the Alterations made by Sublandlord are not to be removed at Subtenant's expense at the end of either the Sublease or the Direct Lease, (v) Landlord and Subtenant entering into the Direct Lease on terms and conditions acceptable to Subtenant, which, in part, shall include non-disturbance and attornment assurances satisfactory to Subtenant permitting Subtenant to continue to occupy the Subleased Premises on the terms of this Sublease if the Master Lease is terminated, (vi) Landlord providing Subtenant an estoppel certificate as provided in Section 21 of the Master Lease, and (vii) pursuant to the last two sentences of Section 20 of the Master Lease, Subtenant being provided with a recordable subordination, non-disturbance and attornment from the holder of the loan currently encumbering the Building (subparts (iii)-(vii) are each referred to as "**Waivable Contingency**" and collectively as "**Waivable Contingencies**").

(c) Non-Waivable Contingencies. Sublandlord shall, at Sublandlord's sole cost and expense, from and after the parties' mutual execution of this Sublease, promptly, diligently, continuously using commercially reasonable efforts pursue satisfying the Non-Waivable Contingencies. Subtenant agrees to reasonably cooperate with Sublandlord to satisfy the Non-Waivable Contingencies by providing information to Landlord required by the Master Lease for satisfaction of the Non-Waivable Contingencies. Sublandlord shall update Subtenant of Sublandlord's efforts and progress in satisfying the Non-Waivable Contingencies. If, notwithstanding such required efforts by Sublandlord, the Non-Waivable Contingencies are not satisfied by the sixtieth (60<sup>th</sup>) day following the parties' execution of this Sublease ("**Contingency Expiration Date**"), then this Sublease shall automatically terminate, Sublandlord shall refund to Subtenant any funds paid by Subtenant, and thereafter neither Sublandlord nor Subtenant shall have any further obligations under this Sublease after the date of termination except for indemnity and insurance obligations relating to Subtenants use of the Premises during the period between execution of this Sublease and such termination of this Sublease.

(d) Waivable Contingencies. Sublandlord shall support Subtenant in its pursuit of the Waivable Contingencies but shall have no liability for Subtenant's failure to secure any or all of the Waivable Contingencies and shall not be required to incur any expenses associated with such efforts. Subtenant shall promptly pay or reimburse Sublandlord for any costs or expenses

passed down from the Landlord to Sublandlord in accordance with the terms of the Master Lease. All or any of the Waivable Contingencies are solely for Subtenant's benefit, and all or any one of such Waivable Contingencies may be waived by Subtenant in Subtenant's sole and absolute discretion. If, by the Contingency Expiration Date, any one or more of the Waivable Contingencies is not satisfied, then, at Subtenant's option, which Subtenant may exercise in Subtenant's sole and absolute discretion, Subtenant shall have the right, upon Subtenant's written notice thereof to Sublandlord, (i) to terminate this Sublease, in which event Sublandlord shall refund to Subtenant any funds paid by Subtenant, and thereafter neither Sublandlord nor Subtenant shall have any further obligations under this Sublease after the date of termination, except for indemnity and insurance obligations relating to Subtenants use of the Premises during the period between execution of this Sublease and such termination of this Sublease and any expenses described in this Section 1(d), or (ii) waive any one or more of the Waivable Contingencies, in which event this Sublease shall not be terminated due to the failure of such Waivable Contingency.

## SECTION 2. TERM

(a) Commencement. The term (the "**Term**") of this Sublease shall commence on the later to occur of (i) the date this Sublease has been executed by Sublandlord and Subtenant, (ii) the date the Non-Waivable Contingencies are satisfied, (iii) the date the Waivable Contingencies are satisfied or waived by Subtenant, and (iv) March 1, 2021 ("**Commencement Date**"), and shall end on January 31, 2024 ("**Termination Date**"), unless terminated sooner in accordance with the provisions of this Sublease; provided, however, if the Non-Waivable Contingencies have not been satisfied by the Contingency Expiration Date, then this Sublease shall terminate as provided in and pursuant to the terms of Paragraph 1(c) above.

(b) Early access. Subtenant, and Subtenant's architects, contractors, subcontractors, and vendors shall be permitted exclusive access to the Subleased Premises and parking spaces for purposes of completion of Subtenant's tenant improvements, systems furniture, telecommunications cabling, installation of furniture, fixtures, equipment (including I.T., infrastructure and potentially satellite dishes on the roof of the building at any time after the date this Sublease has been executed by Sublandlord and Subtenant, and the date that the Non-Waivable Contingencies are satisfied but not for the purpose of operating Subtenant's business on the Premises provided that Subtenant has provided to Sublandlord certificates of insurance for all insurance that Subtenant is required to maintain under this Sublease. If Subtenant is provided access to the Premises before the Commencement Date, all of the terms and provisions of this Sublease shall apply to Subtenant's use of the Premises except for the requirement for the payment of Rent (other than parking charges), and Subtenant shall abide by all of such terms and provisions.

## SECTION 3. RENT

(a) Base Rent. The fixed monthly rent ("**Base Rent**") for the Subleased Premises shall be in an amount equal to \$3.40 per rentable square foot, Sixty One Thousand Sixty Four dollars (\$61,064.00), which Subtenant agrees to pay in monthly installments, in advance, on the first day of each and every calendar month during the term of this Sublease except that the Base Rent for the first full calendar month of the term of this Sublease shall be paid to Sublandlord when this Sublease is executed by Sublandlord and Subtenant. In addition, the Base Rent shall increase by three percent (3%) per annum on each anniversary of the Commencement Date. Notwithstanding anything in this Section of the Sublease to the contrary, Subtenant shall be entitled to an abatement of Base Rent in the amount of \$61,064.00 per month in months two (2) and three (3) of the Term. The total amount of Base Rent abated during these two months shall equal \$122,128.00.

(b) Additional Rent. Commencing with the calendar year 2022, Subtenant shall reimburse to Sublandlord as additional rent ("**Additional Rent**") the amount of Operating Costs (as defined in Article 5 of the Master Lease, which definition includes "Taxes" [as defined in the Master Lease]) proportionately allocable to the Subleased Space (or fifty percent (50%)) that Sublandlord paid to Landlord and that are in excess of the Operating Costs proportionately allocable to the Subleased Premises (or fifty percent (50%)) for calendar year 2021 (the "**Sublease Base Year**") that Sublandlord paid to Landlord. For example, if Operating Expenses paid by Sublandlord to Landlord for the Sublease Base Year (namely, 2021 calendar year) are \$100, and if the Operating Expenses paid by Sublandlord to Landlord for the 2022 calendar year are \$110, Subtenant would pay to Sublandlord for the calendar year 2022 Five Dollars (\$5.00) for Operating Expenses (i.e., 50% of \$10.00). If Subtenant desires to dispute any Additional Rent, then Subtenant shall have the same rights as against Sublandlord that Sublandlord has against Landlord under Section 5.6 of the Master Lease and Sublandlord shall cooperate with Subtenant in connection therewith and exercise Sublandlord's rights and remedies therefor under the Master Lease. On or before the parties' execution of this Sublease, Sublandlord shall provide Subtenant a true, correct and complete copy of the Landlord submitted Operating Costs for 2019, and year to date Operating Costs for 2020.

(c) Services. In addition, Subtenant shall pay to Sublandlord as Additional Rent, if not otherwise paid directly to Landlord, the utility and service fees and charges imposed by Landlord specifically and solely relating to Subtenant's use of utilities and/or services (such as after-hours air conditioning or extraordinary janitorial services) which are not included in the basic services provided by Landlord under the Master Lease, and Subtenant shall have the right to directly contact and communicate with Landlord regarding the same, including, but not limited to, those utilities, services and other matters referred to in Article 17 of the Master Lease. Subtenant shall pay Additional Rent to Sublandlord within thirty (30) days after receipt of an invoice or demand. Any delay by Sublandlord in billing any sum set forth in this section shall not constitute a waiver of or in any way impair Subtenant's

obligation to pay the same in accordance with the terms of this Sublease. Subtenant's obligations under this section shall survive the termination of this Sublease.

(d) Payment of Rent. The Base Rent, Additional Rent and other payments required under this Sublease shall be paid to Sublandlord at the address set forth in Section 16 of this Sublease, or at such other place as Sublandlord may designate from time to time in writing, in lawful money of the United States, as and when the same becomes due and payable, without any deduction, setoff, notice, or demand, except as permitted by Sublandlord under this Lease.

#### SECTION 4. SECURITY DEPOSIT

(a) Amount. Subtenant shall deposit with Sublandlord concurrently with Subtenant's execution of this Sublease the sum of One Hundred Eighty-Three Thousand and One Hundred Ninety-Two Dollars (\$183,192.00) as security for Subtenant's faithful performance of Subtenant's obligations under this Sublease ("**Security Deposit**"). On the first (1<sup>st</sup>) day of the thirteenth (13<sup>th</sup>), provided Subtenant is not then in default, then an amount equal to one month's Base Rent then due under this Sublease shall be automatically applied from the Security Deposit to payment of such Base Rent in lieu of Subtenant's separate payment of such Base Rent, and such application of the Security Deposit shall not constitute a breach or default under this Sublease or the Master Lease.

(b) Sublandlord Default. If Sublandlord fails to pay rent due under the Master Lease, Subtenant may use and apply the Security Deposit for payment of any amounts due by Subtenant to Sublandlord, such use and/or application of the Security Deposit shall not constitute a breach or default under this Sublease or the Master Lease, and Subtenant shall not be required to replenish or restore the Security Deposit.

(c) Subtenant Default. If Subtenant fails to pay rent or other charges when due under this Sublease, or fails to perform any obligations under this Sublease, Sublandlord may use the Security Deposit as necessary for payment of any rent or other amount then due and unpaid, for the payment of any other reasonable sum for which Sublandlord may become obligated because of Subtenant's default or breach, or a reasonable amount for any loss sustained by Sublandlord as a result of Subtenant's default or breach. If Sublandlord uses any portion of the Security Deposit, Subtenant will, within ten (10) days after written demand by Sublandlord, restore the Security Deposit to the full amount originally deposited. Subtenant's failure to do so will constitute a default under this Sublease. Sublandlord will not be required to keep the Security Deposit separate from its general accounts and will have no obligation or liability for payment of interest on the Security Deposit. If Sublandlord assigns its interest in this Sublease, Sublandlord will deliver to its assignee as much of the Security Deposit as Sublandlord then holds. Within ten (10) days after the Term has expired or Subtenant has vacated the Subleased Premises, whichever occurs last, and provided that Subtenant is not then in default under this Sublease, the Security Deposit, or as much as remains that has not been applied by Sublandlord, will be returned to Subtenant or to the last assignee, if any, of Subtenant's interest under this Sublease.

#### SECTION 5. USE OF SUBLEASED PREMISES

The Subleased Premises will be used and occupied only for general office uses compatible with a first-class office building. Subtenant shall at all times during the terms of this Sublease comply with all laws and governmental regulations applicable to Subtenant's business and with the terms and conditions of each license or permit required for the lawful conduct of Subtenant's business.

#### SECTION 6. CONDITION OF SUBLEASED PREMISES

(a) "As Is" Condition. Even though Subtenant has inspected the Subleased Premises and is generally familiar with the condition of every part thereof, Sublandlord states that Sublandlord does not, as of the last date Sublandlord was in possession of the Premises, have any actual knowledge, without investigation, of (i) any material latent or patent physical defects in the Subleased Premises, (ii) claimed or actual violations of the ADA or Title 24 by the condition of the Subleased Premises as of the Commencement Date, or (iii) any hazardous substances existing in the Subleased Premises. Subtenant further represents that it has made a thorough examination of the Master Lease and that it is familiar with all of the terms, conditions and covenants contained therein. Subtenant agrees that, except as otherwise expressly set forth in this Sublease, it enters into this Sublease without any representations, warranties or promises by Sublandlord, its agents, officers, representatives, employees, servants or any other person (i) with respect to the Building (as defined in the Master Lease) or the Subleased Premises or the condition thereof, or (ii) as to the terms, conditions, and covenants of the Master Lease. Subject to Sublandlord's obligations under Section 7(a) below, except as otherwise provided herein, Subtenant further agrees to accept the Subleased Premises "as is" in the condition existing on the Commencement Date.

(b) Furniture. As part of the Subleased Premises being subleased to Subtenant, for no additional consideration, Sublandlord hereby leases to Subtenant the furniture shown on Exhibit "C" attached hereto and described on Exhibit "C" attached hereto (the "**Furniture**") for the Term; however, the parties agree that Exhibit C may be attached subsequent to the full execution of this Sublease. Subtenant may decide that Subtenant does not desire to lease some of the Furniture, and Sublandlord shall, upon notice thereof provided before the Commencement Date, at Sublandlord's sole cost and expenses, remove from the

Subleased Premises all such unwanted Furniture before the Sublease Commencement Date. Subtenant shall have the right and option at any time during the Term to purchase the Furniture for payment of One Dollar (\$1.00) as payment for acquiring ownership of the Furniture. Sublandlord represents and warrants that it owns the Furniture free of any liens, leases, encumbrances or claims by other parties. Sublandlord has not made and does not make any other express or implied warranty or representation of any kind whatsoever with respect to the physical condition Furniture, including but not limited to: (a) merchantability of the Furniture or its fitness for any particular purpose; (b) the design or condition of the Furniture; (c) the quality of the Furniture; (d) workmanship or compliance of the Furniture with the requirements of any law or (e) latent defects. Subtenant accepts the Furniture on an "AS IS, WHERE IS" basis. Neither party shall have any obligation to maintain, repair or replace the Furniture during the Term.

(c) Cabling Separation Costs and Rack. To partially reimburse Subtenant for the cost and expense of separating the cabling of the Premises from the cabling of the Eight (8<sup>th</sup>) floor, Subtenant may offset Seven Hundred Dollars (\$700) from the first months' Base Rent. Sublandlord, as part of the consideration for this Sublease, transfers to Subtenant ownership of an IT equipment/rack, valued at (\$500), currently in the Premises.

#### SECTION 7. TENANT IMPROVEMENTS

(a) By Sublandlord. Except as expressly provided below and except as may be required by the Master Lease, Sublandlord shall not be required to make any modifications to the Subleased Premises, and in no event shall Sublandlord be required to repair any damage to the Furniture or any other equipment, furniture, furnishings, partitioning, carpeting, wallpapering or other decorative furnishings located at the Subleased Premises.

(b) By Subtenant. Provided Master Landlord consents thereto as part of the Waivable Contingencies or otherwise, Subtenant shall have the right to make alterations to the Subleased Premises described on Exhibit D ("**Pre-Approved Alteration(s)**"). Sublandlord consents to such Pre-Approved Alterations if Master Landlord consents thereto.

(c) End of Sublease. At the end of the Term, affixed alterations shall become the property of the Landlord as per the terms of the Master Lease and Subtenant shall have the right to remove all other furniture and equipment at the end of the Term. At the end of the Term, Subtenant shall not be required to remove any of the Pre-Approved Alterations or restore the Subleased Premises.

#### SECTION 8. ALTERATIONS AND SIGNAGE

(a) Alterations. Except for the Pre-Approved Alterations, no alterations or additions in or upon the Subleased Premises shall be made by Subtenant without the prior written consent of Sublandlord and Landlord, which consent may be given or withheld pursuant to the provisions of the Master Lease of Sublandlord and Landlord.

(b) Pre-Approved Signage. Provided Master Landlord consents thereto as part of the Waivable Contingencies or otherwise, Subtenant shall be entitled to, at Subtenant's cost, install the signage described on Exhibit E ("**Pre-Approved Signage**"). Sublandlord consents to such Pre-Approved Signage if Master Landlord consents thereto.

(c) Pre-Approved Telecommunications Equipment. Provided Master Landlord consents thereto as part of the Waivable Contingencies or otherwise, Subtenant shall be entitled to, at Subtenant's cost, install the telecommunications equipment described on Exhibit F ("**Pre-Approved Telecommunications Equipment**"). Sublandlord consents to such Pre-Approved Telecommunications Equipment if Master Landlord consents thereto.

#### SECTION 9. DEFAULT

If the rent or other monetary payments referred to in this Sublease, or any part thereof, whether the same be demanded or not, shall remain unpaid for a period of three (3) days after written notice of delinquency; or if any other term, condition or covenant of this Sublease shall be violated, and if Subtenant shall fail to cure the same within ten (10) days after the date of written notice from Sublandlord to Subtenant specifying the violations; or if the Subleased Premises or Subtenant's interest therein shall be taken on execution or other process of law as a result of the action or inaction of Subtenant; or if Subtenant shall petition to be or shall be declared bankrupt or insolvent according to law or shall enter into an assignment for the benefit of creditors; or if any default under the Master Lease shall occur solely due to failure of performance by Subtenant of any of its covenants and obligations under this Sublease, then and in any such case, Subtenant shall be deemed in default, and Sublandlord shall have all of the rights and remedies against Subtenant which would be available to Landlord against Sublandlord in the event of a default by Sublandlord under the Master Lease.

#### SECTION 10. ASSIGNMENT AND SUBLETTING

(a) Consent Required. Subject to Landlord's recapture rights and Landlord's approval as provided under the Master Lease, Subtenant will have the right to assign this Sublease or further sublet all or any part of the Subleased Premises pursuant to the rights of Sublandlord (as Tenant) under Section 13 of the Master Lease. Subtenant agrees that its right to assign or sublet

shall be subject to all of Landlord's rights under the Master Lease. Such consent shall be given within ten (10) business days of Tenant's delivery of written notice to Sublandlord. In the event that Subtenant assigns this Sublease or subleases all or any portion of the Subleased Premises, then Sublandlord shall be entitled to fifty percent (50%) of the difference between the Transfer Expenses (as herein defined) and the Transfer Income (the "**Profit Payment**"). If less than all of the Subleased Premises is subleased, the Profit Payment shall be calculated on a per square foot basis. The Profit Payment shall be paid by Subtenant to Sublandlord within five (5) days after it is received by Subtenant.

(b) Profit Payment. The term "**Transfer Income**" shall mean the rent received by Subtenant in connection with an assignment or sub-sublease. The term "**Transfer Expense(s)**" shall mean the aggregate of all the following: Rent during the term of the assignment or sub-sublease (adjusted on a per square foot basis in case of a sub-sublease of less than all of the Premises); Subtenant's actual, customary and reasonable expenses for such assignment or sub-sublease, such as advertising, tenant improvements, brokerage commissions, and attorneys' fees. In determining the Profit Payment, the Transfer Expenses shall be amortized on a straight-line basis as follows: in case of an assignment, over the then remaining term of this Sublease; and in case of a sub-sublease, over the original term of the sub-sublease (including any extension options).

#### SECTION 11. APPROVALS UNDER THE MASTER LEASE AND SUBLEASE

Whenever in the Master Lease Landlord is granted the right to prescribe, approve or require certain acts, standards or performances by Sublandlord, then Sublandlord shall also be deemed to have such right. Whenever under the Master Lease, Sublandlord must comply with certain requirements (e.g., obtaining insurance) or act or perform (e.g., hold harmless or reimburse) for the benefit of Landlord, Subtenant shall also comply or act for the benefit of Sublandlord and Landlord to the extent that obligation is attributable to the Subleased Premises; provided however, in the event the terms of this Sublease differ from the Master Lease, then the terms of this Sublease shall prevail as to Sublandlord's requirements

#### SECTION 12. SUBORDINATION; SUBTENANT'S COVENANTS; INDEMNITY AND INSURANCE

(a) Subordination. This Sublease is subject and subordinate to all of the terms, covenants, provisions, conditions and agreements contained in the Master Lease and in any amendments or supplements thereto and the matters to which the Master Lease is subject and subordinate.

(b) Sublandlord's Covenants. Sublandlord shall continue to perform and observe all of the terms, covenants, provisions, conditions and agreements of the Master Lease on Sublandlord's part to be performed and observed, and shall not do or cause to be done or suffer or permit any act or thing to be done which would or might case the Master Lease or the rights of Sublandlord as Tenant thereunder to be canceled, terminated or forfeited. Sublandlord has not, and will not, surrender, terminate, cancel, waive, accept waiver, change, supplement, alter, surrender or amend the Master Lease. Sublandlord shall give Subtenant immediate notice of any default by anyone under the Master Lease and to promptly deliver to Subtenant copies of each notice of default and all other notices, communications, plans, specifications and other similar instruments received or delivered by Sublandlord in connection therewith. Sublandlord shall furnish to Subtenant such information and evidence as Subtenant may reasonably require, at Subtenant's expense if Sublandlord is required to expend amounts to obtain information not readily available in the course of Sublandlord's business, concerning Sublandlord's due observance, performance and compliance with the terms, covenants and provisions of the Master Lease.

(c) Sublandlord's Indemnity. Except for any and all loss, damages, suits, penalties, claims and demands of every kind and nature (including, without limitation, reasonable attorneys' fees and expenses of defense) liabilities, claims arising from Subtenant's willful misconduct or gross negligence, Sublandlord agrees to indemnify and hold harmless Subtenant from and against any and all loss, damages, suits, penalties, claims and demands of every kind and nature (including, without limitation, reasonable attorneys' fees and expenses of defense) by reason of Sublandlord's (i) gross negligence or willful misconduct of Sublandlord, or (ii) any breach of the terms of this Sublease by Sublandlord. To the extent not prohibited by law, Sublandlord, its partners, trustees, ancillary trustees and their respective officers, directors, shareholders, members, beneficiaries, agents, servants, employees and independent contractors (collectively, "**Sublandlord Persons**") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Subtenant or by other persons claiming through Subtenant except for damage to the extent caused by the gross negligence or intentional misconduct of Sublandlord Persons.

(d) Subtenant's Covenants. Subtenant will not do or cause to be done or suffer or permit any act or thing to be done which would or might case the Master Lease or the rights of Sublandlord as Tenant thereunder to be canceled, terminated or forfeited or which would make Sublandlord liable for damages, claims or penalties.

(e) Subtenant's Indemnity. Except for any and all loss, damages, suits, penalties, claims and demands of every kind and nature (including, without limitation, reasonable attorneys' fees and expenses of defense) liabilities, claims arising from willful misconduct or gross negligence by Sublandlord or Sublandlord Persons, Subtenant agrees to indemnify and hold harmless Sublandlord Persons from and against any and all loss, damages, suits, penalties, claims and demands of every kind and nature

(including, without limitation, reasonable attorneys' fees and expenses of defense) by reason of Subtenant's failure to comply with the foregoing or arising from the use, occupancy or manner of use and/or occupancy of the Subleased Premises or of any business conducted therein, or from any work or thing whatsoever done or any condition created by or any other act or omission of Subtenant, its assignees, or subtenants, or their respective employees, agents, servants, contractors, invitees, visitors, or licensees, in or about the Subleased Premises or any other part of the Building. To the extent not prohibited by law, Subtenant, its partners, trustees, ancillary trustees and their respective officers, directors, shareholders, members, beneficiaries, agents, servants, employees and independent contractors (collectively, "**Subtenant Persons**") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Sublandlord or by other persons claiming through Sublandlord except for damage to the extent caused by the gross negligence or intentional misconduct of Subtenant Persons.

(f) Termination of Lease. In the event of, and upon the termination or cancellation of the Master Lease pursuant to the terms and conditions thereof, this Sublease shall automatically cease and terminate; provided, however, the foregoing shall give no rights subsequent to the termination of the Master Lease to Sublandlord under the Direct Lease, if any Direct Lease is entered into, between Landlord and Subtenant.

(g) Default by Subtenant. In the event of any default on the part of Subtenant under any of the terms, conditions, provisions or agreements of the Master Lease or this Sublease, Sublandlord shall have the same rights and remedies against Subtenant under this Sublease as are available to Landlord against Sublandlord under the provisions of the Master Lease.

(h) Insurance. Subtenant shall comply with the provisions of Article 9 of the Master Lease and shall name both Sublandlord and Landlord as additional insured, except for workers' compensation insurance and such insurance shall be effective as of the earlier of (i) the Commencement Date of this Sublease, or (ii) early access being provided to Subtenant under Paragraph 2(b) of this Sublease.

(i) Survival. The provisions of this section shall survive the expiration or sooner termination of the Sublease.

(j) Sublandlord Estoppel Certificate. Sublandlord represents and warrants to Subtenant as follows: (a) the Master Lease attached hereto as Exhibit A is true, correct and complete; (b) the Master Lease has not been modified (except as noted in the Recitals hereof) and is in full force and effect; (c) the expiration date of the Master Lease is the Expiration Date of this Sublease; (d) the amount of the letter of credit Landlord is currently holding from Sublandlord as security under the Master Lease is not less than \$6,263,491.48; (e) all rent, additional rent and other charges reserved in the Master Lease have been paid to the extent they are payable to the date hereof; (f) Sublandlord is not in default under any of the terms of the Master Lease and, to the best of its knowledge, there are no circumstances which, with the passage of time or the giving of notice or both, would constitute a default thereunder; and (g) to the best of Sublandlord's knowledge, the Landlord under the Master Lease is not in default under any of the terms or provisions thereof on the part of the Landlord to be observed or performed.

### SECTION 13. RIGHTS AND OBLIGATIONS UNDER SUBLEASE

(a) Incorporation of Master Lease. Except as otherwise provided in this Sublease, the provisions of the Master Lease are hereby incorporated by reference with the same force and effect as if set forth in length in this Sublease and shall apply to the Subleased Premises to the extent that the same are applicable, except as modified and amended by this Sublease. Notwithstanding the foregoing, the terms and conditions of Sections 1.3; 1.4; 1.5; 1.6; 1.7; 1.8; 1.9; 1.11; 1.12; 1.13; 1.18; 3.2, Articles 4 and 6 are expressly excluded from this Sublease. References in the Master Lease to "Sublandlord", "Subtenant", "Premises", and "Sublease" shall be deemed to refer to Sublandlord, Subtenant, Subleased Premises, and this Sublease, respectively. To the extent that any provisions of the Master Lease may conflict or be inconsistent with the provisions of this Sublease, whether or not inconsistency is expressly noted in this Sublease, the provisions of the Sublease shall govern.

(b) Landlord's Obligations. Notwithstanding the foregoing provisions of this Sublease to the contrary, it is understood and agreed that all services, repairs, restorations, consents, equipment and access which are required or authorized to be provided and made by Sublandlord or its agents under this Sublease or in accordance with the provisions of the Master Lease, will in fact be provided by Landlord to the extent required by the Master Lease, and Sublandlord shall have no obligation or liability during the term of this Sublease (i) to provide any such services, equipment or access, or make any such repairs or restorations, or (ii) for the manner in which the same are provided. If Landlord shall be entitled to any payment or remuneration by reason of additional services provided at the request of Subtenant with respect to the Subleased Premises, Subtenant shall pay the same promptly on demand as Additional Rent under this Sublease. Subtenant agrees to look solely to Landlord for the furnishing or such services in accordance with the terms of the Master Lease, and for any indemnity for any losses or claims arising by reason of any failure, breach or delay in performing or furnishing the same which may be available. Sublandlord shall in no event be liable to Subtenant nor shall the obligations of Subtenant under this Sublease be impaired or the performance hereof excused because of any failure or delay on Landlord's part in furnishing such services, equipment or access, or making such restorations or repairs, except to the extent that Sublandlord shall be entitled to any abatement of rent that Sublandlord is obligated to pay under the Master Lease in respect to any portion of the Subleased Premises, Subtenant shall have a corresponding abatement. Sublandlord hereby agrees that it shall not, without the written consent of Subtenant, which consent



may be withheld in Subtenant's sole discretion, enter into any agreement with Master Landlord which would result in a termination of the Master Lease with respect to the Subleased Premises prior to the Termination Date of this Sublease.

SECTION 14. DAMAGE OR DESTRUCTION

If the Subleased Premises are partially or totally damaged by fire or other cause, the consequences thereof shall be governed by Article 8 of the Master Lease. Subtenant's right to an apportionment or abatement of rent and to repairs shall be dependent upon whether or not Sublandlord has a right to apportionment or abatement of rents and/or repairs under Article 8 of the Master Lease in respect of the Subleased Premises. Except as such rights are provided to Sublandlord by Landlord in the Master Lease, no damage, compensation or claims shall be payable by Sublandlord for the inconvenience, loss of business or annoyance resulting from any repair or restoration of any portion of the Subleased Premises or of the Building. Subtenant shall not have any right to terminate the Sublease pursuant to Article 8 of the Master Lease, except to the extent Sublandlord has the right to terminate the Master Lease.

SECTION 15. ATTORNEY FEES

If either party commences an action against the other in connection with this Sublease, the prevailing party will be entitled to recover costs of suit and reasonable attorney fees.

SECTION 16. NOTICES

All notices and demands that may be required or permitted by either party to the other will be in writing. All notices and demands by Sublandlord to Subtenant will be sent by certified or registered United States Mail, postage prepaid, or nationally recognized overnight courier service, addressed to the Subtenant at the Subleased Premises, with copies as set forth below, or to any other place that Subtenant may from time to time designate in a notice to Sublandlord. All notices and demands by Subtenant to Sublandlord will be sent by certified or registered United States Mail, postage prepaid, or nationally recognized overnight courier service addressed to Sublandlord at the address in this Sublease, and to any other person or place that the Sublandlord may from time to time designate in a notice to the Subtenant.

To Sublandlord:	Crystal Cruises, LLC 1501 Biscayne Blvd, Ste 501 Miami, FL 33132 Attn: CFO & General Counsel
With copy to:	crystal_legal@crystalcruises.com
To Subtenant:	Prior to Commencement Date:  Steven Selcer Chief Financial Officer 1100 Glendon Avenue, Suite 2100 Los Angeles, CA 90024  After the Commencement Date:  Steven Selcer Chief Financial Officer At the Premises

All Rent and Operating Cost invoices and copies of all notices shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_

SECTION 17. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 10 of this Sublease, this Sublease will be binding on and inure to the benefit of the parties and their respective successors and assigns.

SECTION 18. ENTRY

Subject to compliance with Section 18 and any other applicable Master Lease provision, Sublandlord reserves the right to enter the Subleased Premises on reasonable notice to Subtenant to inspect the Subleased Premises or the performance by Subtenant of the terms and conditions of this Sublease. In an emergency, no notice will be required for entry. Except in the event of an emergency, Sublandlord shall enter the Subleased Premises during normal business hours with a representative of Subtenant accompanying Sublandlord.

#### SECTION 19. LATE CHARGES AND INTEREST

The late payment of any Base Rent or Additional Rent will cause Sublandlord to incur additional costs, including the cost to maintain in full force the Master Lease, administration and collection costs, and processing and accounting expenses. If Sublandlord has not received any installment of rent within ten (10) days after the amount is due, Subtenant will pay six percent (6%) of the delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Sublandlord; provided that Subtenant shall be entitled to written notice and a grace period of up to five (5) days for the first late payment of Base Rent or Additional Rent in a calendar year before any late fee is assessed. Sublandlord and Subtenant recognize that the damage Sublandlord will suffer in the event of Subtenant's failure to pay this amount is difficult to ascertain and that the late charge and interest are the best estimate of the damage that Sublandlord will suffer.

#### SECTION 20. SIGNS

Subtenant shall have the right to request from Landlord that it be given the right include its name in the Building directory. Subtenant may install its name adjacent to the entry door to the Premises pursuant to Article 12 of the Master Lease. Sublandlord makes no representation or warranty to Subtenant that Landlord will consent to the foregoing requests. If Landlord does consent to the foregoing requests, all costs and expenses associated with the installation or modification of the sign and/or directory board shall be paid by Subtenant, at Subtenant's sole cost and expense.

#### SECTION 21. PARKING

Subject to the terms and conditions of the Master Lease, Subtenant shall have the right to surrender or use (in which case Subtenant shall pay) for each month approximately sixty-three (63) unreserved parking spaces in the Building's parking garage. Subtenant shall pay all parking charges required by Article 44 of the Master Lease, at Subtenant's sole cost and expense, and Subtenant shall otherwise comply with all requirements of Article 44. The current parking rates are as follows: \$309.09 for reserved, and \$195.45 for unreserved, per space, subject to availability, as-of March 2020.

#### SECTION 23. CALIFORNIA ACCESSIBILITY DISCLOSURE

(a) Statutory Notice. Pursuant to California Civil Code Section 1938(a), Sublandlord hereby discloses to Subtenant that, as of the date of mutual execution of this Sublease, the Premises and the Project have not undergone inspection by a Certified Access Specialist ("CASp"). As a result, Sublandlord hereby provides the following notice (the "CASp Notice") to Subtenant as required by California Civil Code Section 1938(e):

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

In furtherance of and in connection with the CASp Notice, Subtenant, having read such CASp Notice and having understood Subtenant's right to request and obtain a CASp inspection, hereby elects not to obtain such CASp inspection and, to the maximum extent permitted by Applicable Law, Subtenant hereby waives any right to obtain a CASp inspection with respect to the Premises and the Project (the "CASp Waiver").

Alternative Remedy. If the CASp Waiver is not enforceable under Applicable Law, then Sublandlord and Subtenant hereby agree as follows (which shall constitute the mutual agreement of the parties as to the matters described in the last sentence of the CASp Notice): (i) Subtenant shall have the one-time right to request and obtain a CASp inspection for the Premises (a "CASp Inspection"), which request shall be made, if at all, in a written notice delivered by Subtenant to Sublandlord on or before the date that is thirty (30) days following the date of mutual execution of this Sublease; (ii) if Subtenant requests a CASp Inspection in accordance with the terms of the immediately preceding subsection (i), then such CASp Inspection shall be performed (A) between the hours of 9:00 a.m. and 5:00 p.m. on any business day, subject to reasonable coordination with Sublandlord on the exact timing of such CASp Inspection and with no less than ten (10) days prior written notice to Sublandlord, (B) in a professional and confidential manner by a CASp designated by Sublandlord (but under contract with Subtenant) and without any testing that would damage the Premises or the Project (it being Subtenant's obligation to promptly repair and restore any portion of the Premises

and the Project affected by such CASp Inspection to the condition such portion was in immediately prior to being so affected) or interfere with the operations of Sublandlord or any other tenants and occupants of the Project, and (C) at Subtenant's sole cost and expense, including, without limitation, Subtenant's payment of any fee for such CASp Inspection, any fee for any reports prepared by the CASp in connection with such CASp Inspection (collectively, the "CASp Reports") and all other costs and expenses in connection therewith (such as, by way of example only but not limitation, any costs of repairing and restoring any portion of the Premises and the Project affected by such CASp Inspection); (iii) Subtenant shall deliver a copy of any CASp Reports to Sublandlord within two (2) business days after Subtenant's receipt thereof; (iv) only if Subtenant obtains a CASp Report, then Subtenant, at its sole cost and expense, shall be responsible for performing any work to or within the Premises (any such work shall be deemed an Alteration and shall be subject to the terms of the Lease regarding Alterations, including, without limitation, Sublandlord's consent rights in connection therewith) to correct violations of construction related accessibility standards disclosed by such CASp Inspection (provided, that Sublandlord may elect to instead perform any or all of such work at Subtenant's sole cost and expense); and (v) if such CASp Inspection identifies any work necessary to correct violations of construction-related accessibility standards relating to those portions of the Project located outside of the Premises that are Sublandlord's obligation to repair as set forth in Section 7.1 of the Original Lease, then Sublandlord shall perform such work to the extent required by Applicable Law to correct such violations, and Subtenant shall reimburse Landlord for the cost of such work within ten (10) business days after Subtenant's receipt of an invoice therefor from Sublandlord. Subtenant hereby agrees to protect, defend, indemnify and hold Sublandlord harmless from and against any and all Claims in any way arising or resulting from or in connection with or related to any CASp Notice, CASp Inspection and/or remediation required in connection therewith (whether inside the Premises or in any other portion of the Project), it being the specific intent of the parties that Sublandlord shall not incur any cost in connection with any of the same. Subtenant specifically agrees that Subtenant shall not, and shall cause the CASp not to, use or disclose to any person or entity other than Sublandlord, Subtenant and the CASp, any information or document prepared in connection with any CASp Inspection (including, without limitation, any CASp Report). For the avoidance of doubt, the parties specifically agree that the foregoing terms of this Section shall not amend or otherwise modify the terms of the Lease (including, without limitation, the terms of the Lease regarding maintenance, repair, Alterations and any other work) if Subtenant does not request or obtain a CASp Inspection pursuant to the terms of this Section.

## SECTION 22. MISCELLANEOUS.

(a) Entire Agreement. This Sublease sets forth all of the agreements between Sublandlord and Subtenant concerning the Subleased Premises, and there are no other agreements either oral or written other than as set forth in this Sublease.

(b) Subtenant's Representations. Subtenant hereby warrants and represents to Sublandlord and Landlord, as of the date of execution of this Sublease, that: (i) Subtenant is a Delaware limited liability company duly and validly organized, existing and in good standing under the laws of California; (ii) Subtenant is duly authorized and fully qualified to conduct its business in the State of California; and (iii) the undersigned officer(s) of Subtenant has/have been authorized to sign this Sublease on behalf of Subtenant, and this Sublease constitutes the valid and binding obligation of Subtenant.

(c) Time of Essence. Time is of the essence in this Sublease.

(d) Governing Law. This Sublease will be governed by and construed in accordance with California law.

(e) Brokerage. Neither Sublandlord nor Subtenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease except as follows: Subtenant has engaged Beiter Commercial Realty Services. Subtenant and Sublandlord shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by a broker or agent claiming the same by, through or under the indemnifying party. Notwithstanding the foregoing, any commission as a result of this sublease transaction, or any renewal or expansion, will be the responsibility of Sublandlord. If the commission due Beiter Commercial Realty Services is not fully or timely paid, then Subtenant shall have the right to pay the same and offset such amounts from Base Rent after receipt of written confirmation by Sublandlord.

(f) Non-Disturbance. If Subtenant does not enter into the Direct Lease, Sublandlord will use commercially reasonable efforts to obtain a non-disturbance and recognition agreement from Master Landlord on Master Landlord's then current standard form of agreement with such commercially reasonable terms which may be agreed upon.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first above written.

SUBLANDLORD:

Crystal Cruises, LLC  
a California limited liability company (formerly a California corporation)

\_\_\_\_\_  
By:  
Its: Chief Financial Officer  
Date:

SUBTENANT:

Oak View Group, LLC,  
a Delaware limited liability company

\_\_\_\_\_  
By:  
Its:  
Date:

EXHIBIT "A"

Master Lease

**STANDARD FORM OFFICE LEASE**  
BETWEEN  
**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company,  
as Landlord,

AND

**CRYSTAL CRUISES, INC.,**  
a California corporation,  
as Tenant

Dated: May 28, 2013

For Premises Located

At

Wilshire Landmark I  
11755 Wilshire Boulevard  
Los Angeles, CA 90025

## STANDARD FORM OFFICE LEASE

This Standard Form Office Lease (this "Lease") is made as of May 28, 2013 (the "Lease Date"), by and between CSHV WILSHIRE LANDMARK, LLC, a Delaware limited liability company ("Landlord"), and CRYSTAL CRUISES, INC., a California corporation ("Tenant").

Landlord and Tenant, intending to be legally bound, and in consideration of their mutual covenants and all conditions of this Lease, covenant and agree as follows.

### BASIC LEASE PROVISIONS

#### 1. DEFINED TERMS

In this Lease the following terms have the meanings set forth below.

1.1 Premises. Approximately 35,920 rentable square feet, known as Suites 800 and 900 and comprising the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of the Building, as outlined on Exhibit A attached to and a part of this Lease. The Premises is subject to Tenant's right of expansion to the extent expressly provided in Section 53 below.

1.2 Building. The building containing approximately 328,331 rentable square feet, and all future alterations, additions, subtractions, improvements, restorations and replacements (including any corresponding change in the rentable square footage and Tenant's Proportionate Share, provided, that Landlord shall at all times determine any such change in accordance with sound property management practices), with an address of 11755 Wilshire Boulevard, Los Angeles, California, 90025 (the "Building"), commonly known and identified as Wilshire Landmark I. As of the Lease Date, Landlord certifies that it has been informed by its architect that the Premises and the Building have been measured using a modified 1996 BOMA Standard for Measuring Floor Area in Office Buildings.

1.3 Term. Ten (10) years, plus such additional days, if any, so that the last day of the initial Term occurs on the last day of the applicable calendar month.

1.4 Commencement Date. The first to occur of (a) February 1, 2014, or (b) the date Tenant commences business operations at the Premises. Tenant shall also have the right to "Tenant's Early Entry" in accordance with, and subject to, the terms of Section 5.1 of that certain Tenant Work Letter attached hereto and incorporated herein as Exhibit B (the "Tenant Work Letter")

1.5 Expiration Date. The day before the tenth (10<sup>th</sup>) anniversary of the Commencement Date, plus such additional days, if any, so that the last day of the initial Term occurs on the last day of the applicable calendar month. The parties specifically agree that the Term is subject to the Termination Right to the extent expressly provided in Section 55 below.

#### 1.6 Base Rent.

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Months	Monthly Base Rent	Annual Base Rent
1 – 12	\$96,984.00	\$1,163,808.00
13 – 24	\$99,893.52	\$1,198,722.24
25 – 36	\$102,890.33	\$1,234,683.96
37 – 48	\$105,977.04	\$1,271,724.48
49 – 60	\$109,156.35	\$1,309,876.20
61 – 72	\$112,431.04	\$1,349,172.48
73 – 84	\$115,803.97	\$1,389,647.64
85 – 96	\$119,278.09	\$1,431,337.08
97 – 108	\$122,856.43	\$1,474,277.16
109 – Expiration Date	\$126,542.12	\$1,518,505.44

Notwithstanding the foregoing, the Base Rent is subject to the Limited Abatement Right to the extent provided in Section 5.1 below.

1.7 **Security Deposit.** \$126,542.12.

1.8 **Base Year.** The Base Year for calculation of Operating Costs shall be the calendar year 2014.

1.9 **Tenant's Proportionate Share.** "Tenant's Proportionate Share" shall be determined in accordance with the following formula (the "Proportionate Share Formula"): the rentable square footage of the then-applicable portion of the Premises in question shall be divided by the rentable square footage of the Building (i.e., 328,331 rentable square feet, which rentable square footage of the Building may change from time to time in accordance with Section 1.2 above). Thus, pursuant to the Proportionate Share Formula, Tenant's Proportionate Share as of the Lease Date shall be 10.94%, based upon the rentable square feet of the initial Premises divided by the rentable square feet of the Building. If any other space is added to the Premises (or if the rentable square footage of the Building changes in accordance with Section 1.2 above), then Tenant's Proportionate Share for such space shall be determined in accordance with the Proportionate Share Formula.

1.10 **Permitted Use.** General office use (and legally-permitted ancillary uses consistent with general office use), in all such cases, consistent with the standards applicable to comparable Class A office buildings on Wilshire Boulevard between San Vicente Boulevard and Centinela Boulevard in the Wilshire Brentwood corridor of Los Angeles, California ("Comparable Buildings") and no other purposes or uses whatsoever.

1.11 **Tenant's Trade Name.** Crystal Cruises, Inc.

1.12 **Broker(s).** Landlord's: CBRE, Inc.  
Tenant's: Travers Realty.

1.13 **Guarantor.** Nippon Yusen Kabushiki Kaisha (NYK Line), a Japanese corporation.



**1.14 Hours of Service (Section 17.1).** The hours of service for the Building shall (without limitation as to Landlord's right in its sole and absolute discretion to provide any such service at any other time, but only on a Building-standard basis without discriminating against Tenant) be between 8:00 a.m. and 6:00 p.m., Monday through Friday, and, if any applicable service is requested by Tenant to Landlord at least six (6) hours in advance, between 9:00 a.m. and 1:00 p.m. on Saturday, except for (subject to the penultimate sentence of this paragraph) legal holidays, observed by the federal government ("Building Holidays"). As of the Lease Date, but without limitation as to Landlord's right to modify the days that constitute Building Holidays (provided, that Landlord shall do so on a Building-standard basis without discriminating against Tenant and no Building Holiday shall be designated that is not a legal holiday observed by the federal government), Building Holidays consist of the following: New Year's Day, the Birthday of Martin Luther King, Jr., the Birthday of Washington, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Notwithstanding anything to the contrary contained herein, if requested by Tenant at least six (6) hours in advance, Landlord shall furnish to the Premises heating and air conditioning appropriate for Tenant's use between 8:00 a.m. and 6:00 p.m. on the Building Holiday consisting of the Birthday of Martin Luther King, Jr. at no additional cost to Tenant (except as part of Operating Costs in accordance with the terms of this Lease). In addition, the parties specifically acknowledge and agree that Landlord shall provide after-hours heating and air conditioning to the Premises in accordance with, and subject to, the terms of "Tenant's Special HVAC Right" under Section 17.2 below.

**1.15 Landlord's Address.**

c/o CBRE Global Investors, LLC  
515 S. Flower Street, Suite 3100  
Los Angeles, California 90071  
Attention: Wilshire Landmark I Portfolio Manager

with a copy to:

CBRE, Inc.  
11755 Wilshire Boulevard, Suite 1110  
Los Angeles, CA 90025  
Attention: Office of the Building

Rent checks should be made payable to:

All Rent checks (after the initial payment of Rent due on execution of this Lease in accordance with Section 1.18 below) should be made payable to:

CBREI ITF CalSTRS, Wilshire Landmark I

and mailed to:

CBREI ITF CalSTRS, Wilshire Landmark I

P.O. Box #100213  
Pasadena, CA 91189-0213

**1.16 Tenant's Address.**

Before Commencement Date:

After Commencement Date:

Crystal Cruises, Inc.  
2049 Century Park East, Suite 1400  
Los Angeles, CA 90067  
Attention: Chief Financial Officer  
Attention: President

Crystal Cruises, Inc.  
The Premises  
Attention: Chief Financial  
Officer  
Attention: President

**1.17 Parking.** Tenant shall have the right to lease or surrender from time to time (upon no less than thirty (30) days' prior written notice delivered to Landlord in any event) up to a maximum number of 3.5 unreserved parking spaces per 1,000 rentable square feet of the Premises (the "Spaces") in the parking garage serving the Building (the "Parking Garage"), which amounts to a total maximum number of up to one-hundred twenty-five (125) Spaces. See also Sections 44 and 54.

**1.18 Amount due on Execution of Lease.** Upon Tenant's execution of this Lease, Tenant shall pay the following amount to Landlord:

Monthly Base Rent: \$96,984.00  
(For the First Month of the Term)  
Security Deposit: \$126,542.12

TOTAL DUE ON EXECUTION OF LEASE: \$223,526.12.

**2. PREMISES DEMISED**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises described in Section 1.1 (the "Premises") on the terms and conditions set forth in this Lease (including all exhibits and attachments hereto, which are hereby incorporated herein). As used in this Lease, the term "Project" includes the Building, adjoining parking areas and garages, if any, and the surrounding land and air space which are the site and grounds for the Building and parking areas and garages. Subject to the terms and conditions of this Lease, including, without limitation, Section 5.1 of the Tenant Work Letter and the rules and regulations attached hereto as Exhibit D, beginning on the Commencement Date, Landlord shall allow Tenant access to the Premises along with the attendant parking facilities for the Premises twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year (three-hundred sixty-six (366) days in any leap year).

**3. TERM/OPTION**

**3.1 Term.** The Term, Commencement Date and Expiration Date shall be as specified in Sections 1.3, 1.4, and 1.5, respectively (and shall, promptly following Landlord's or Tenant's request, be documented in substantially the form of Exhibit C attached hereto). In

addition, any reference in this Lease to the "Term" or words of similar import shall mean the Term together with the Option Term (as defined below), unless the context clearly indicates otherwise, and any reference in this Lease to the "Expiration Date" or words of similar import shall mean the Expiration Date as may be extended pursuant to the Option Term, unless the context clearly indicates otherwise.

### **3.2 Option.**

**3.2.1 Option Right.** Provided that at the time of such exercise and commencement of the Option Term Tenant is not then in a Material Event of Default (as defined below), then Tenant, as a right personal only to Crystal Cruises, Inc., a California corporation, the Tenant named in this Lease (the "Named Tenant") or any Permitted Transferee, and not to any other assignee, subtenant or other transferee of or successor to any portion of Tenant's interest under this Lease or to the Premises, shall have one (1) option (the "Option") to extend the Term for all, and not less than all, of the original Premises, for an additional period of five (5) years (the "Option Term"). If exercised in accordance with the terms herein, the Option Term shall commence on the day (the "Option Term Commencement Date") immediately succeeding the Expiration Date of the initial Term and shall, unless sooner terminated in accordance with the terms of this Lease, end on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the first day of the Option Term. For the avoidance of doubt, the parties specifically agree that, pursuant to the terms of this Lease, the Option Term Commencement Date shall be on the first day of a calendar month, and the Expiration Date for the Option Term shall be on the last day of a calendar month.

**3.2.2 Exercise of Option.** Tenant shall exercise the Option, if at all, by delivering the following to Landlord not later than twelve (12) months and not sooner than fifteen (15) months prior to the Expiration Date of the initial Term (the "Option Notice Period"): (a) written notice to Landlord of Tenant's desire to exercise the Option (the "Option Notice"), together with (b) Tenant's or Guarantor's most recent financial statement for the last completed calendar year (certified as true, correct and complete by an authorized officer of Tenant or Guarantor, as applicable) demonstrating that, to Landlord's reasonable and good faith satisfaction (and not as a subterfuge to void any right of Tenant under this Lease), Tenant's or Guarantor's financial condition, as applicable, is reasonably sufficient to fulfill or guaranty, as applicable, the obligations of Tenant under this Lease (any such financial statement that satisfies the foregoing requirements shall be known herein as a "Financial Statement"); provided, that, notwithstanding anything to the contrary contained in this Section 3.2 or Section 53 below, neither Tenant nor Guarantor shall be required to separately deliver a Financial Statement under this Section 3.2 or Section 53 below if Tenant and/or Guarantor are publicly traded corporations at the time Tenant or Guarantor would otherwise be required to separately deliver a Financial Statement under this Section 3.2 or Section 53 below and such financial information is publicly available to Landlord (in such event, Landlord shall be responsible for accessing such financial information). If Tenant fails to deliver the Option Notice or the Financial Statement (if any such Financial Statement is required to be delivered by Tenant under the terms of this Lease) to Landlord during the Option Notice Period, this Lease shall automatically terminate at the end of the initial Term, and, unless otherwise agreed by the parties in writing in their sole and absolute discretion, Tenant shall have no further right or option to extend the initial Term.

**3.2.3 Terms of Option.** The Option Term shall be on all the terms and conditions of this Lease, except that: (a) during the Option Term, unless otherwise agreed by the parties in writing in their sole and absolute discretion, Tenant shall have no further right or option to extend the Term as provided by this Section 3.2, (b) the Base Rent for the Option Term shall be the Renewal Fair Market Rental Value for the Option Term, determined pursuant to Section 3.2.4 below, and (c) subject to Landlord's maintenance and repair obligations under this Lease, Landlord shall lease to Tenant the Premises in their then-current condition.

**3.2.4 Determination of Renewal Fair Market Rental Value.** For the purposes of this Lease, the "Renewal Fair Market Rental Value" shall mean the then-prevailing annual market rental value (which may include increases during the Option Term and adjustments for then-prevailing market concessions for similarly situated tenants of similar credit entering into similar lease renewals for a similar term, including, if applicable, tenant improvement allowances and free rent), for office space of comparable size, quality and location to the Premises in Comparable Buildings. Within thirty (30) days after receiving the Option Notice and the Financial Statement and provided all the terms and conditions required for the exercise of the Option are satisfied, Landlord shall provide Tenant with Landlord's good faith determination of the Renewal Fair Market Rental Value for the Option Term. Within thirty (30) days after Tenant's receipt of Landlord's determination, Tenant shall notify Landlord whether Tenant accepts or rejects such determination. If Tenant fails to notify Landlord within such thirty (30) day period, Tenant shall be deemed to have rejected such determination and the parties shall proceed to negotiate in accordance with the terms of the sentence that immediately follows. Thus, if Tenant delivers to Landlord timely notice of its objection to such determination, or if Tenant fails to deliver any notice under the immediately preceding sentence, Landlord and Tenant shall use good faith efforts to agree upon the Renewal Fair Market Rental Value within thirty (30) days following Landlord's receipt of Tenant's notice of objection or the date of Tenant's deemed rejection, as applicable (in any such event, the "Outside Agreement Date"). If Landlord and Tenant are unable to so agree by the Outside Agreement Date, then Landlord and Tenant shall have the Renewal Fair Market Rental Value determined in accordance with the so-called "baseball" method of determination set forth in Section 3.2.5 below.

**3.2.5 "Baseball" Method of Determination.** Within thirty (30) days after the Outside Agreement Date, Landlord and Tenant shall, at each of their own expense, each determine and simultaneously report to the other in writing their final determination of the Renewal Fair Market Rental Value. If such respective determinations are within five percent (5%) of each other, the Renewal Fair Market Rental Value shall be the average of such amounts. However, if after receiving such determinations, Landlord and Tenant are unable to agree on the Renewal Fair Market Rental Value (and the respective amounts are not within five percent (5%) of each other), then, within fifteen (15) days after receipt of such determinations, Landlord and Tenant shall jointly appoint an independent arbitrator (the "Arbitrator") with experience in real estate activities, including at least ten (10) years' experience serving as a broker and/or appraiser in transactions involving commercial office space of comparable size and Class A quality to the Premises in Comparable Buildings, which Arbitrator shall, within twenty (20) days following the Arbitrator's appointment, determine and report in writing to Landlord and Tenant the Renewal Fair Market Rental Value by selecting either Landlord's or Tenant's determination of the Renewal Fair Market Rental Value, according to whichever of the applicable determinations is closer to the Renewal Fair Market Rental Value, as determined by the Arbitrator. If Landlord

and Tenant cannot agree on the Arbitrator in accordance with the foregoing, Landlord or Tenant may apply to the Presiding Judge (or the regional equivalent) in the Superior Court (or the regional equivalent) of the State in which the Premises is located for the County in which the Premises is located to appoint the Arbitrator in accordance with the aforementioned criteria. The Arbitrator shall have no discretion other than to select Landlord's or Tenant's determination of the Renewal Fair Market Rental Value as aforesaid. The costs of the Arbitrator shall be shared equally by Landlord and Tenant, and each of Landlord and Tenant shall reasonably cooperate with the Arbitrator in providing documentation and any other reasonable evidence regarding how Landlord or Tenant, as applicable, arrived at its determination of the Renewal Fair Market Rental Value. If the Option Term commences prior to the final determination of the Renewal Fair Market Rental Value, Tenant shall pay to Landlord the average of the Renewal Fair Market Rental Value fixed by Tenant and the Renewal Fair Market Rental Value fixed by Landlord, subject to adjustment upon resolution of such dispute.

#### **4. SECURITY DEPOSIT**

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord in the amount set forth in Section 1.7, a security deposit (the "Security Deposit"), as security for the performance of all of Tenant's obligations under this Lease. Within thirty (30) days following the expiration of the Term and Tenant's surrender of the Premises in accordance with the terms of this Lease, Landlord shall (provided that Tenant is not in an Event of Default (as defined below)) return the Security Deposit to Tenant, less such portion as Landlord shall have appropriated to cure any Event of Default. Landlord shall have the right, but not the obligation, to apply all or any portion of the Security Deposit to cure any Event of Default at any time, in which event Tenant shall be obligated to restore the Security Deposit to its original amount within ten (10) business days, and Tenant's failure to do so shall be deemed to be a Material Event of Default. With the understanding that it is the parties' intent that the terms of this Lease control their obligations regarding the Security Deposit, to the maximum extent permitted by Applicable Law (it being the specific intent of the parties that, to the extent Applicable Law permits Landlord to reserve greater rights with respect to the Security Deposit under the terms of this Lease than would otherwise be available under Applicable Law, Landlord be allowed to reserve such greater rights), Tenant hereby waives (i) any and all provisions of Applicable Law, including, without limitation, California Civil Code Section 1950.7, applicable to security deposits in the commercial context to the extent inconsistent with the terms of this Lease, including, without limitation, any laws which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises ("Security Deposit Laws"), and (ii) any and all rights, duties and obligations either party may now or, in the future, will have under, relating to or arising from the Security Deposit Laws, but only to the extent inconsistent with the terms of this Lease. Notwithstanding anything to the contrary contained herein, the Security Deposit may be retained and applied by Landlord (a) to offset Rent which is unpaid either before or after the termination of this Lease, and (b) against other damages suffered by Landlord before or after the termination of this Lease, whether foreseeable or unforeseeable, caused by the act or omission of Tenant or any officer, employee, agent or invitee of Tenant. The Security Deposit shall be held by Landlord free of trust, and may be commingled with other funds and accounts of Landlord or its agents, and Tenant shall not be entitled to receive any interest earned with respect thereto. In the event of a sale of the Project or assignment of this Lease by Landlord to any person other

than a mortgagee/deed of trust beneficiary, Landlord shall, with notice to Tenant, have the right to transfer the Security Deposit to its vendee or assignee in accordance with California Civil Code Section 1950.7, subject to Tenant's aforesaid rights regarding the return of the Security Deposit, and thereupon Landlord shall be released and relieved from any liability with respect to the return of such Security Deposit to Tenant, such vendee or assignee to be solely responsible to Tenant therefor.

## 5. RENT

5.1 Tenant agrees to pay the Base Rent set forth in Section 1.6 for each month of the Term, payable in advance on the first day of each month commencing with the Commencement Date, without any deduction or setoff whatsoever except to the extent otherwise expressly set forth herein. Landlord shall bill Tenant for the Base Rent monthly at least five (5) days prior to the date such Base Rent is due; provided, that any failure to so bill Tenant shall in no event excuse Tenant from its obligation to pay such Base Rent for the applicable month. All payments of Rent (as defined in Section 5.3) shall be payable in lawful U.S. money. Payments shall not be deemed received until actual receipt thereof by Landlord. If the Commencement Date is not the first day of a month, or if the Expiration Date is not the last day of a month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which this Lease commences or terminates. At the time of execution of this Lease by Tenant, Tenant shall pay all money due to Landlord as set forth in Section 1.18. Subject to the terms and conditions of this Lease, Landlord hereby abates fifty percent (50%) of the Base Rent otherwise payable by Tenant for the twenty (20) consecutive month period consisting of the second (2<sup>nd</sup>) through twenty-first (21<sup>st</sup>) months of the initial Term (the "Limited Abatement Right"). Tenant shall pay Tenant's other obligations accruing during such months of abatement, including, without limitation, the remaining fifty percent (50%) of Base Rent for such months not so abated. If Tenant commits a Material Event of Default, any remaining abatement shall be suspended from the initial date the default that became such a Material Event of Default occurred, until such time, if ever, that such Material Event of Default is cured (at which time such remaining abatement shall no longer be suspended). Notwithstanding anything to the contrary contained in this Lease, if by reason of any provision elsewhere in this Lease, Rent would abate for any other reason (i.e., by reason of eminent domain, fire or other casualty) during any period that any Limited Abatement Right is applicable, then and in such event the applicable abatement period shall be extended so as to result in Tenant receiving the full applicable Limited Abatement Right that would have otherwise resulted solely by reason of this Section 5.1.

5.2 Intentionally deleted.

5.3 In addition to Base Rent, for each calendar year beginning after the Base Year, Tenant shall pay to Landlord on the first day of each and every month of this Lease, one twelfth (1/12th) of Landlord's reasonable estimate of Tenant's Proportionate Share of Operating Costs for that calendar year in excess of Tenant's Proportionate Share of the actual Base Year Operating Costs. The rentable square footage of the Premises as stated in this Lease shall be deemed final, conclusive and binding for all purpose under this Lease and, unless otherwise agreed to in writing by the parties in their sole and absolute discretion, shall not be subject to change, even if the actual rentable square footage is more or less than such stated amount. Base

Rent, Tenant's Proportionate Share of Operating Costs, and all other amounts payable by Tenant in connection with this Lease, whether to Landlord or to others, are collectively defined as the "Rent".

5.4 "Operating Costs" shall be determined for each calendar year by taking into account on a consistent basis (which shall, in any event, be in accordance with sound property management practices consistently applied on a Building-standard basis without discriminating against Tenant; such standard shall be known herein as the "Required Management Standard") all costs of management, maintenance and operation of the Project. Operating Costs shall include but not be limited to: (i) the cost of supplying all utilities, the cost of operating, maintaining, repairing, renovating (subject to Section 5.4(xi) below) and managing the utility systems, mechanical systems, sanitary and storm drainage systems, and escalator and elevator systems, and the cost of supplies and equipment and maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting the validity or applicability of any governmental enactments which may affect Operating Costs (Landlord shall proceed in accordance with sound property management practices if it elects to so contest the validity of any such governmental enactments), and the costs incurred in connection with the implementation and operation of a transportation system management program or similar program if required under Applicable Law; (iii) the reasonable cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine, including, without limitation, reasonable insurance premiums and reasonable insurance deductibles (except to the extent any particular insurance deductible exceeds the amount of \$100,000.00 in any single calendar year) paid or incurred by Landlord (provided, that any such insurance existing as of the Lease Date shall be deemed "reasonable" for purposes of this Section 5.4(iii), it being the specific intent of the parties that Landlord not have to modify its existing insurance practices to satisfy the terms of this Section 5.4(iii)); (iv) fees, charges and other costs, including management fees (but subject to Section 5.4(34) below), consulting fees, legal fees and accounting fees, of all persons engaged by Landlord or otherwise reasonably incurred by Landlord in connection with the management, operation, maintenance and repair of the Project; (v) subject to Section 5.4(19) below, wages, salaries and other compensation and benefits of all persons at or below the level of on site senior property manager engaged in the operation, maintenance or security of the Building, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; provided, that if any employees of Landlord provide services for more than one building of Landlord, then an equitably prorated portion of such employees' wages, benefits and taxes shall be included in Operating Costs based on the portion of their working time devoted to the Building; (vi) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Building; (vii) all costs incurred in connection with the operation, repair, maintenance and, subject to Section 5.4(xi) below, replacement of all systems, equipment, components or facilities which serve the Building in the whole or in part; (viii) amortization (including interest on the unamortized cost at a rate equal to the floating commercial loan rate announced from time to time by Bank of America, a national banking association, as its prime rate) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building and Project; (ix) all federal, state, county, or local governmental or municipal assessments, taxes, fees, levies, charges or other impositions of every kind and nature (it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of

the State of California in the June 1978 election), whether general, special, ordinary or extraordinary because of or in connection with the ownership, leasing and operation of the Project, including, without limitation, any assessment, tax, fee, levy, charge or other imposition in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy, charge or other imposition previously included within the definition of real property tax, including any assessments, taxes, fees, levies, charges and other impositions as may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, conservation, refuse removal, transit and for other governmental services (provided, that any special assessments for improvements shall be deemed payable for the Project in the maximum number of installments permitted by Applicable Law), and including the amount of all fees, costs and expenses (including reasonable attorneys' fees) paid by Landlord in seeking or obtaining any refund or reduction of any such assessments, taxes, fees, levies, charges or other impositions, and any taxes or assessments levied by a Community Facilities District (collectively, along with any other taxes that are part of Operating Costs, "Taxes") (provided, that Landlord shall proceed in accordance with sound property management practices if it elects to contest any such Taxes; and provided, further, that if Landlord receives a refund of any such Taxes previously paid by Landlord for which Tenant contributed Tenant's Proportionate Share in accordance with the terms herein, Landlord shall, after deduction for any costs and expenses incurred by Landlord in connection with obtaining such refund, reimburse Tenant for Tenant's Proportionate Share of the remaining amount of any such refund received by Landlord to the extent Landlord would recover twice for the same amount (it being the specific intent of the parties to avoid any such double recovery by Landlord)); (x) costs incurred in connection with the parking areas and garages servicing the Project; and (xi) the cost of capital improvements or other costs incurred in connection with the Project (A) that are intended in good faith as a labor saving device or to effect other economies in the operation or maintenance of the Project, or any portion thereof, but only to the extent of the savings therefrom, (B) that are required under any Applicable Law, but which were not so required and enforced against the Project prior to the Lease Date, or (C) subject to Section 5.4(36) below, that are, up to a maximum dollar amount of \$100,000.00 in any particular calendar year, in Landlord's reasonable and good faith opinion (which shall be in accordance with sound property management practices consistently applied without discriminating against Tenant in any event, it being the specific intent of the parties that Landlord not incur any such capital expenses primarily for the reason that Tenant and other tenants in the Project can be charged for a portion of the same) necessary to maintain the Project, or any portion thereof, in good condition and repair; provided, however, that each such permitted capital expenditure shall be amortized (including commercially reasonable interest on the unamortized cost) over its useful life as Landlord shall reasonably determine in good faith and in accordance with sound property management practices in any event. For purposes of defining "good faith" under Section 5.4(xi)(C) above, and without limitation as to Section 5.4(36) below, Landlord shall be deemed to be acting in bad faith if Landlord materially upgrades any capital items being replaced primarily for the reason that Tenant and other tenants in the Project can be charged for a portion of such upgrade (it being the specific intent of the parties that Landlord shall use like-kind replacement items if reasonably practicable). Landlord shall have the right, but not the obligation, from time to time, to reasonably and equitably allocate some or all Operating Costs among different tenants of the Building (the "Cost Pools") based on their differing uses of their respective premises. Such Cost Pools may include, but shall not be limited to, the office space tenants of the Building and the retail space tenants of the Building. The



amount of all Taxes payable under this Lease for the Base Year attributable to the valuation of the Project, inclusive of tenant improvements, shall be known as "Base Taxes", and the amount of all Operating Costs consisting of insurance for the Base Year shall be known as "Base Insurance". In no event whatsoever shall Tenant receive or be entitled to a credit or other reduction of any kind in Taxes if, in any comparison year subsequent to the Base Year, the amount of Taxes decreases below the amount of Base Taxes (in such event and for the purpose of calculating Taxes for such comparison year, the amount of such Taxes shall be deemed to be the same as the Base Taxes), and in no event whatsoever shall Tenant be entitled to a credit or other reduction of any kind in Operating Costs if, in any comparison year subsequent to the Base Year, the amount of Operating Costs consisting of insurance decreases below the amount of Base Insurance (in such event and for the purpose of calculating the insurance component of Operating Costs for such comparison year, the amount of such insurance component shall be deemed to be the same as the Base Insurance). If the Building is less than ninety-five percent (95%) occupied during all or a portion of the Base Year or a subsequent calendar year, the variable components of Operating Costs as reasonably determined by Landlord shall be calculated as if the Building had been 95% occupied for the full calendar year. During the Base Year and any subsequent calendar year, if Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Operating Costs) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Costs shall be deemed to be increased by an amount equal to the additional Operating Costs which would reasonably have been incurred during such period by Landlord if it had, at its own expense, furnished such work or service to such tenant. Notwithstanding anything to the contrary contained in this Lease, Tenant acknowledges and agrees that for so long as the Project is owned by the State of California or any local public entity of government, including, without limitation, a state public retirement system, this Lease and Tenant's interest hereunder may constitute a possessory interest subject to property taxation and as a result may be subject to the payment of property taxes levied on that interest. In addition, for so long as the Project is owned by a state public retirement system, the full cash value, as defined in Sections 110 and 110.1 of the California Revenue and Taxation Code, of the possessory interest upon which property taxes will be based will equal the greater of (A) the full cash value of the possessory interest, or (B) if Tenant has leased less than all of the Project, Tenant's Proportionate Share of the full cash value of the Project that would have been enrolled if the Project had been subject to property tax upon acquisition by the state public retirement system. Notwithstanding anything to the contrary set forth in this Article, when determining Operating Costs for the Base Year, the following items shall not be included, but shall be included in determining Operating Costs for each year following the Base Year if any such item qualifies as an "Operating Cost" as such term is defined herein: (a) temporary increases due to extraordinary circumstances including, but not limited to, temporary labor-related boycotts and strikes, temporary utility rate increases, including, without limitation, increases due to temporary utility conservation surcharges, or other temporary surcharges, insurance premiums resulting from terrorism coverage, catastrophic events and/or the management of environmental risks, and (b) amortization of any capital items including, but not limited to, capital improvements, capital repairs and capital replacements (including such amortized costs with respect to which the actual improvement, repair or replacement was made in prior years); provided, that, notwithstanding the foregoing, if any such capital items as provided in the immediately preceding subsections (a) or (b) are paid by Landlord during the Base Year and any subsequent comparison year, then, for

purposes of determining the Operating Costs for any such subsequent comparison year, such capital items shall be included as part of Operating Costs for the Base Year, it being the specific intent of the parties that the Base Year not be inequitably high or low with respect to such capital items. In addition, except for any costs excluded from Operating Costs for the Base Year under the immediately preceding subsections (a) and (b), the cost of any new service or materially different level of service, new amenity or new category of expense incurred as an Operating Cost in any subsequent year and not included as an Operating Cost in the Base Year shall, for any such subsequent year in which such cost is so incurred, be added to and included as an Operating Cost in the Base Year as if such cost were incurred and/or paid in the Base Year. Conversely, the cost of any service or materially different level of service, amenity or category of expense incurred and included as an Operating Cost during the Base Year but discontinued in any subsequent year shall, for any such subsequent year in which such cost is so discontinued, be subtracted from and excluded as an Operating Cost in the Base Year as if such cost was not incurred in the Base Year. "Operating Costs" shall not include any of the following, for purposes of calculating the portion of Operating Costs payable by Tenant: (1) leasing commissions in connection with leases at the Building, (2) the cost of construction of tenant improvements for a specific tenant of the Building in connection with such tenant's occupancy of premises in the Building, if such improvements are not part of a program of improvements made to other premises or portions of the Building, (3) advertising or marketing expenses (including, without limitation, the cost of any sign the primary purpose of which is advertising or marketing), (4) depreciation deductions taken by Landlord for tax purposes, (5) payment of interest or principal on loans secured by the Project, (6) income, gift, estate, succession, inheritance, franchise and transfer taxes of Landlord, in any case, to the extent relating to the operation of Landlord's business but not the Project, (7) rent paid by Landlord under a ground lease for the Project, (8) legal, auditing, consulting and professional fees (other than those legal, auditing, consulting and/or professional fees necessarily incurred in connection with the management, maintenance and/or operation of the Project in accordance with sound property management practices) paid or incurred in connection with negotiations for leases, financings, refinancings, restructurings, sales or acquisitions, (9) wages, costs and salaries associated with home office, off-site employees of Landlord other than professional, maintenance and other services provided by such employees which would otherwise be provided by outside professionals and employees, but only to the extent such services are included at reasonable market rates and are reasonably attributable to the Project (or are equitably apportioned if such professionals or employees perform work at other properties and receive their compensation from Landlord with respect to multiple properties), (10) the capital and non-capital costs of correcting defects in initial construction (or subsequent changes to such initial construction) for the Building, except as permitted under Section 5.4(xi) above, (11) insurance premiums to the extent any tenant causes Landlord's existing insurance premiums to increase or requires Landlord to purchase additional insurance if, in any such case, the cost of such increase or additional insurance, as applicable, is payable by such tenant pursuant to such tenant's occupancy agreement with Landlord, (12) any cost representing an amount paid to Landlord or any entity related to Landlord which is in material excess of the amount which would have been paid on an arm's length basis to an unrelated third party, (13) costs incurred to the extent resulting from the violation by Landlord or any tenant of the Building of the terms of any lease affecting the Project, (14) costs of repairs, replacements or other work occasioned by the exercise by governmental authorities of the right of eminent domain, any costs due to casualty that is paid

by insurance maintained by Landlord, and any expenses for repairs or replacements for which Landlord is reimbursed pursuant to warranties or guarantees, (15) services, costs, items and benefits for which Tenant or any other tenant or occupant of the Building or third person (including insurers) specifically reimburses Landlord (other than as a proportionate share of Operating Costs) or for which Tenant or any other tenant or occupant of the Building pays third persons to whom such amounts are owed (including any amounts that should have been reimbursed by insurers had Landlord maintained the insurance required under Section 9.10 below), (16) contributions to Operating Cost reserves, (17) contributions to charitable and/or political organizations, (18) costs incurred in removing the property of former tenants or other occupants of the Building, (19) salaries or other compensation paid to executive employees above the grade of senior property manager (including, without limitation, profit sharing, bonuses and 401(k) savings plans) for the portion of the employment of such employees (to be equitably pro-rated to the extent applicable) not allocated to the Project, (20) subject to Tenant's obligation to pay Taxes as provided herein, costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Project, (21) the cost of any disputes including, without limitation, legal fees, between Landlord, any employee of Landlord, or any mortgagees or ground lessors of Landlord, (22) any cost of acquiring, installing, moving, insuring, maintaining or restoring new objects of art not existing as of the Lease Date if such art is materially in excess of the level of décor existing in the Project as of the Lease Date, (23) capital costs of structural repairs and replacements and any other repairs and replacements of a capital nature to the Building (including contributions to capital reserves) except for capital improvements or replacements permitted above (e.g., under Section 5.4(xi) above), (24) capital costs of repairs, replacements, alterations or improvements necessary to make the Building or Project comply with Applicable Law, except, in any such case, as permitted pursuant to Section 5.4(xi)(B) above, (25) costs caused by the gross negligence or willful misconduct of Landlord, its employees or agents, (26) attorneys' fees, costs and disbursements incurred in connection with matters relating to the formation of Landlord as an entity and maintaining its continued existence as an entity, (27) any bad debt losses or rent losses, (28) costs of any services furnished to other tenants of the Project but which Landlord does not make available to Tenant or is available to Tenant only for an additional direct charge, (29) except to the extent expressly permitted above, costs and expenses incurred in leasing air-conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment not affixed to the Building which is used in providing janitorial or similar services, and further excepting from this exclusion such equipment rented or leased to remedy or ameliorate a temporary or emergency condition in the Building (including, without limitation, while repairs or replacements to Building systems are reasonably being pursued by Landlord, or while Landlord is reasonably pursuing any insurance payments; if Landlord shall have leased any such items of capital equipment designed to result in savings or reductions in Operating Costs, then the rental and other costs paid pursuant to such leasing shall be included in Operating Costs for each calendar year in which they shall have been incurred), (30) special assessments or special taxes voluntarily initiated by Landlord as a means of financing improvements to the Project and the surrounding areas thereof, (31) costs or fees caused by the defense of Landlord's title or interest in the real estate containing the Project, (32) Landlord's general or corporate overhead, to the extent not related to the operation, management, maintenance or repair of the Project, (33) except with respect to any costs incurred in connection with the Common Areas (as defined below) and Project structure, systems, services and utilities, such as, but not limited to, lighting,

maintenance, repair and HVAC (but only to the extent such costs are not paid or recouped from a particular retail or storage tenant of the Project), the costs of any commercial concessions operated by Landlord, (34) any property management fee in excess of three percent (3%) of total gross revenues (including, without limitation, gross rentals) for the Project in any calendar year, (35) except to the extent caused or exacerbated by Tenant and subject to the terms of Section 42 below, costs of testing (except for routine water and other routine tests, including, without limitation, routine mold and other air quality tests; provided, that any such routine tests shall be conducted in accordance with sound property management practices), containing, removing (except for the disposal of routine Hazardous Materials (as defined below) that are reasonably necessary to operate and maintain the Project and handled in compliance with Applicable Law in any event, including, without limitation, light bulbs and generator oil; provided, that any such disposal shall be performed in accordance with sound property management practices) or abating or any costs otherwise caused by any Hazardous Material in violation of Applicable Law (including, without limitation, to the extent any of the same would be a Hazardous Material in violation of Applicable Law, asbestos and asbestos containing materials and mold, in, upon or beneath the Building and/or the Project) which was in existence in the Building or on the Project prior to the Commencement Date, and was of such a nature that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such Hazardous Material, in the state, and under the conditions that it then existed in the Building or on the Project, would have then required the removal of such Hazardous Material or other remedial or containment action with respect thereto, (36) any capital costs under Section 5.4(xi)(C) above to the extent incurred for (a) materially upgrading the class and quality of the Building from the Building's class and quality existing as of the Lease Date, and/or (b) any addition made to the Building for the primary purpose of increasing the rentable square footage of the Building so that Landlord can collect additional rent under leases at the Building, and (37) costs caused by Landlord's failure to act in accordance with the Required Management Standard. In the calculation of any Operating Costs hereunder, it is understood that no costs shall be charged to Tenant to the extent it would result in Landlord obtaining a double recovery for such cost.

**5.5** Within one hundred twenty (120) days after December 31 of each calendar year, or, subject to the terms of this Section 5.5 concerning "Landlord-Accepted Operating Costs," as soon thereafter as reasonably possible (it being the specific intent of the parties that Landlord not unreasonably delay such determination), the total of Operating Costs for said calendar year just completed shall be determined by Landlord. Landlord shall give Tenant written notice of such determination, and Tenant within thirty (30) days thereafter shall pay to Landlord Tenant's Proportionate Share of Operating Costs for such calendar year in excess of Tenant's Proportionate Share of the Base Year Operating Costs, less the payments made by Tenant to Landlord during such calendar year for Tenant's Proportionate Share of Operating Costs in excess of Tenant's Proportionate Share of the Base Year Operating Costs, or, if Tenant has overpaid such amount, Landlord shall credit any excess paid toward Tenant's next rental payment due, or, if the Term has expired, refund Tenant within thirty (30) days following such determination. During the first and last years of the Term, Tenant's Proportionate Share of Operating Costs shall be adjusted in proportion to the number of days of that calendar year during which this Lease is in effect over the total days in that calendar year. An Operating Cost that is known or should have been known by Landlord (using reasonable efforts) which Landlord is not in the process of disputing or otherwise challenging in good faith shall be known herein as a "Landlord-Accepted Operating Cost". If, within one (1) year after the end of the calendar year

in which an Operating Cost becomes a Landlord-Accepted Operating Cost, Landlord fails to bill Tenant for Tenant's Proportionate Share of such Landlord-Accepted Operating Cost, then, in such event, Landlord shall be deemed to have waived the right to bill Tenant for such Landlord-Accepted Operating Cost; provided, that such one (1) year limit shall in no way be deemed to modify Landlord's obligation to refund any Tenant overpayment of Operating Costs in accordance with the terms herein, even if such refund would be made more than one (1) year after Tenant made any such overpayment.

**5.6** If Tenant disputes the actual amount due as Tenant's Proportionate Share of Operating Costs and/or the actual amount due as Operating Costs, Tenant may give written notice to Landlord (the "Inspection Request Notice") of Tenant's desire to review a summary of accounts (along with reasonable supporting invoices) prepared by Landlord applicable to Landlord's determination of Operating Costs ("Accounts Summary"). Such notice shall be given by Tenant no later than two-hundred seventy (270) days after Tenant's receipt of Landlord's determination of Operating Costs for the previous calendar year. Provided that Tenant has given Landlord the Inspection Request Notice, Tenant may, at reasonable times, inspect the Accounts Summary at Landlord's office or at such other office as may be designated by Landlord in the same general geographic area as the Building, provided, however, Tenant shall have the rights contained in this Section 5.6 only if the dollar amount of the increase of Tenant's Proportionate Share of Operating Costs for the disputed year over the previous year shall be at least \$1,000.00.

**5.6.1** The review by Tenant of the Accounts Summary shall be commenced no later than thirty (30) days after the date of Landlord's receipt of the Inspection Request Notice (subject to coordination of the timing with Landlord), and shall be completed no later than thirty (30) days after the beginning of such review. If, after such inspection, Tenant continues to dispute the amount due as Tenant's Proportionate Share of Operating Costs, Tenant shall, within ten (10) business days after the end of such review, give written notice to Landlord (the "Dispute Notice") of the particular costs or expenses included in Operating Costs that Tenant disputes, and the basis for Tenant's dispute thereof. If an error has been made in Landlord's determination of Tenant's Proportionate Share of Operating Costs, then the parties shall make such appropriate payments or reimbursements, as the case may be, to each other as are determined to be owing, provided, that any reimbursements payable by Landlord to Tenant may, at Landlord's option, instead be credited against the Base Rent next coming due under this Lease, unless the Term has expired, in which event Landlord shall refund (or, at Landlord's election, credit against any other amounts then owing by Tenant) the appropriate amount to Tenant.

**5.6.2** If Landlord informs Tenant that Landlord disputes any of the matters contained in the Dispute Notice, then, within thirty (30) days after Tenant is informed of Landlord's dispute of any of the matters contained in the Dispute Notice, Tenant shall hire a regionally recognized independent accounting firm that has not been hired by Landlord or Tenant during the immediately preceding five (5) years ("CPA Firm") acting on a non-contingency basis and with demonstrated experience in review of leasehold operating expenses to review the Accounts Summary. Such review of the Accounts Summary shall be completed not later than thirty (90) days after Landlord informs Tenant that Landlord disputes any of the matters contained in the Dispute Notice. The CPA Firm shall, within thirty (30) days after

completing such review, produce a written report (the "CPA Firm Report") describing its review and conclusions in detail, a copy of which shall be given to Landlord, but, subject to the last two (2) sentences of this paragraph, shall not be binding on Landlord. If, in Landlord's sole but good faith discretion (subject to the last two (2) sentences of this paragraph), Landlord agrees to be bound by the CPA Firm Report, or the issue is resolved by Landlord and Tenant with or without arbitration pursuant to the terms of the last two (2) sentences of this paragraph, and the CPA Firm Report accurately, and with appropriate supporting documentation, indicates that Landlord's determination of Operating Costs overstated Operating Costs, then (i) Landlord shall give Tenant a credit against future rental amounts for an amount equal to such overstated amount (or, if the Term has expired and no such rental amounts are owed by Tenant, Landlord shall within thirty (30) days reimburse Tenant for such overstated amount), and (ii) if such determination of Operating Costs by Landlord overstated Operating Costs by at least four percent (4%), then Landlord shall give Tenant a credit against future rental amounts for an amount equal to the reasonable cost of the CPA Firm Report (or, if the Term has expired and no such rental amounts are owed by Tenant, Landlord shall within thirty (30) days reimburse Tenant for such cost). If Tenant does not give Landlord the Inspection Request Notice, the Dispute Notice or the CPA Firm Report within the respective required periods under this Lease, it shall be conclusively deemed that Tenant has approved Landlord's determination of Operating Costs and Tenant's Proportionate Share thereof. If Landlord disputes the CPA Firm Report, then Landlord and Tenant shall use good faith efforts to, within sixty (60) days of Landlord's receipt of the CPA Firm Report, agree upon what the correct amounts for the CPA Firm Report should be. If Landlord and Tenant are unable to so agree by such date, then Landlord or Tenant shall have the right to submit such open issues for neutral binding arbitration (and not by court action) to the American Arbitration Association in accordance with the rules of such Association then in effect, and, within thirty (30) days following the final arbitration ruling on the matter, the parties shall make such appropriate payments or reimbursements, as the case may be, to each other as are determined in such ruling to be owing; provided, that the costs of such arbitration shall be paid as follows: (a) if the final arbitration ruling is that Landlord did not overstate Operating Costs, then Tenant shall pay all costs of the arbitration, including Landlord's; (b) if the final arbitration ruling is that Landlord overstated Operating Costs, but such overstatement was by less than four percent (4%), then Landlord shall pay Landlord's costs of the arbitration, Tenant shall pay Tenant's costs of the arbitration, and any other costs of the arbitration shall be divided equally between Landlord and Tenant; and (c) if the final arbitration ruling is that Landlord overstated Operating Costs, and such overstatement was by four percent (4%) or more, then Landlord shall pay all costs of the arbitration, including Tenant's.

**5.6.3** Tenant agrees that neither Tenant nor any of Tenant's employees, agents, attorneys, accountants or representatives (including, without limitation, the CPA Firm) shall use or disclose to any person or entity other than Tenant and, on a confidential, need-to-know basis, such employees, agents, attorneys, accountants or representatives, any information or documents obtained by Tenant or such other persons during inspection of Landlord's accounting records, provided, however, this sentence shall not apply to, or bar or limit (a) any legal action between Tenant and Landlord to enforce this Lease or as otherwise required under Applicable Law, or (b) any disclosure on a confidential basis reasonably necessary to produce the CPA Firm Report, so long as the recipient of such disclosure agrees to keep such disclosure confidential. Except as expressly provided in this Section 5.6, Tenant shall have no rights to inspect, copy, review, or audit the records of Landlord relating to Operating

Costs, nor to dispute any portion of Operating Costs charged by Landlord to Tenant. Notwithstanding any claim or dispute regarding Operating Costs that may arise, except to the extent expressly provided otherwise in this Lease, in no event shall Tenant be entitled to deduct, offset or reduce any Rent otherwise payable by Tenant under this Lease. All reviews of, and reports concerning the Accounts Summary shall be at Tenant's sole cost and expense, subject to the provisions of Section 5.6.2.

5.7 In addition to Tenant's Proportionate Share of Operating Costs and upon receipt by Tenant of reasonable supporting documentation (e.g., an invoice) therefor, provided that there is no duplication in any charges payable by Tenant in accordance with the preceding provisions of this Article 5, Tenant shall reimburse Landlord within thirty (30) days following demand and reasonable proof of said costs for any and all taxes required to be paid by Landlord when such taxes are measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, and (b) to the maximum extent permitted by Applicable Law, this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises, including, without limitation, any sales tax on the Rent paid hereunder and any documentary stamp taxes. Notwithstanding anything to the contrary contained in this Lease, if it becomes unlawful for Tenant to reimburse Landlord for any taxes (including, without limitation, Taxes) or other charges as required under this Lease, then, to the maximum extent permitted by Applicable Law, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax (including, without limitation, Taxes) or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

## 6. INITIAL CONSTRUCTION; CONDITION OF PREMISES

Without limitation as to Landlord's maintenance, repair and other express obligations and representations and warranties under this Lease, Landlord shall not be obligated to construct or install any improvements or facilities of any kind. All improvements shall be the property of Landlord, subject to Section 7.4, and upon the expiration or earlier termination of this Lease, Tenant shall deliver the Premises to Landlord in the condition required by Article 36. Subject to Landlord's maintenance and repair obligations under this Lease, Section 27 below, "Landlord's Delivery Obligation," "Landlord's Special Representation," "Landlord's CC&R Representation," "Landlord's Compliance Obligation" and "Landlord's Latent Defects Obligation" (as each such term is defined below), Tenant acknowledges that it is familiar with the condition of the Premises and it accepts the Premises in its "As-Is" condition without representation or warranty of any kind, including, without limitation, as to the condition of the Premises or its suitability for any intended use, and without any improvements by Landlord of any kind. Notwithstanding anything to the contrary contained in this Lease, (a) by no later than Tenant's first exercise of its right to Tenant's Early Entry under Section 5.1 of the Tenant Work Letter, Landlord shall cause the restrooms located on the same floor as the Premises (i.e. the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors) as of the Lease Date to be in material compliance with all Applicable Laws ("Landlord's Delivery Obligation"), subject to extension to the extent of any Force Majeure (as defined below); provided, that, for any breach of Landlord's Delivery Obligation, Landlord shall, within a reasonable period of time following written notice from Tenant delivered to Landlord no later than ten (10) days after Tenant's first exercise of its right to Tenant's Early Entry under Section 5.1 of the Tenant Work Letter (or Landlord's Delivery Obligation shall expire and be of no force

or effect), cause any such non-compliance to be remedied in accordance with, and subject to, the terms of this Lease; (b) as of the date of Landlord's execution of this Lease (but not during any other time period), Landlord represents and warrants to Tenant, to Landlord's actual knowledge, that Landlord has not received any written notice from any governmental authority stating that the Project is in violation of Applicable Law, including, without limitation, any "Environmental Law," as defined below (collectively, "Landlord's Special Representation"); provided, that, for any breach of such representation and warranty, Landlord shall, within a reasonable period of time, cause any such non-compliance to be remedied in accordance with, and subject to, the terms of this Lease; and (c) if, after the Commencement Date, Landlord receives notice from a governmental entity that a portion of the Building or the Common Areas that, in either such case, is Landlord's responsibility to repair or maintain under this Lease is not in compliance with Applicable Law and must be remedied to so comply, then, in such event, if such non-compliance is not attributable to Tenant's specific use (as opposed to normal and customary office use) or improvement that is not a normal and customary office improvement, Landlord shall, as Tenant's sole remedy in connection with such non-compliance (subject to the terms of Section 5.4(xi)(B) above and any other payment obligation of Tenant under this Lease, including, without limitation, in connection with any indemnification obligation), cause such specified portion of the Building or Common Areas to so comply with Applicable Law (collectively, "Landlord's Compliance Obligation"). As used in this Lease, (i) "Latent Defect(s)" shall mean a material latent defect in the physical condition of the Premises existing as of the Lease Date that could not have reasonably been discovered at any time prior to Tenant taking possession of the Premises by a commercially reasonable inspection of the Premises, and that materially and adversely affects Tenant's use of or access to the Premises, and it is hereby agreed that Landlord shall be responsible for repairing, without cost or expense to Tenant, any such Latent Defects ("Landlord's Latent Defects Obligation"), and (ii) "Landlord's actual knowledge" shall mean and refer to the actual knowledge of Anthony J. Ecker, the asset manager of the Building. In addition, Landlord's Delivery Obligation, Landlord's Special Representation, Landlord's CC&R Representation, "Tenant's Special HVAC Right", Landlord's Compliance Obligation, Landlord's Latent Defects Obligation, the Limited Abatement Right, Tenant's rights under Section 12 of this Lease, the terms of Sections 3.2, 44 (including, without limitation, the Limited Parking Abatement and the Visitor Parking Discount) and 55 of this Lease and the terms of the Tenant Work Letter (including, without limitation, the terms of the Tenant Work Letter regarding the Tenant Improvement Allowance) shall collectively be known herein as the "Special Terms".

## **7. REPAIRS & ALTERATIONS**

7.1 Subject to reimbursement pursuant to Article 5, and subject to the provisions of Section 7.2 and Articles 8, 10 and 14, along with Landlord's obligations regarding entry into the Premises as provided in Section 18, Landlord agrees to keep in good condition and repair and in accordance with Comparable Buildings (provided, that the Building-standard level of such maintenance and repair services being provided as of the Lease Date shall be deemed sufficient for all purposes under this Lease, it being the specific intent of the parties that Landlord not have to modify its existing Building-standard management practices to satisfy the requirements of this sentence) all Common Areas, any Building directory in the main lobby of the Building and the foundations, exterior walls, structural portions of the Project, the roof, the elevators and the HVAC, mechanical, electrical and plumbing systems serving the Project



generally as opposed to any particular tenant space (specifically excluding any plumbing exclusively serving the Premises or any above Building-standard heating, air conditioning or lighting equipment in the Premises, which shall be Tenant's sole responsibility; provided, that, Landlord shall proceed in accordance with Building standards and without discriminating against Tenant in determining whether any such system exclusively serves the Premises; and provided, further, that, notwithstanding the foregoing, (a) Landlord shall use reasonable efforts to attempt to, at Tenant's sole cost (and not as an Operating Cost), unclog any pipes in the Premises that become clogged, and (b) Landlord shall be responsible (with the cost thereof to be included as an Operating Cost, unless such cost is incurred as a result of the negligence or willful misconduct of Tenant, in which event Tenant shall be responsible for the entirety of such cost) for the replacement of non-operational Building-standard fluorescent lighting tubes serving Building-standard lighting fixtures within the Premises), but, subject to Landlord's Indemnification Obligation (as defined below) and Section 17.4 below, Landlord shall not be liable or responsible for breakdowns or temporary interruptions in service where reasonable efforts are used to restore service, and provided that, subject to the provisions of Section 9.8 below, Landlord shall not be responsible for the cost of any repair or maintenance to the extent caused by the negligence or willful misconduct of Tenant or its agents, contractors, employees, or guests; in the event of such repair or maintenance caused by such negligence or willful misconduct (but subject to the provisions of Section 9.8 below), Tenant shall pay for the reasonable and actual costs of such repair or maintenance within thirty (30) days following demand therefor from Landlord and, subject to the terms of Section 32 below limiting Tenant's liability for certain damages, agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, reasonable attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders, penalties, proceedings, stop notices and suits (collectively, "Claims") to the extent caused thereby. Landlord shall have thirty (30) days (or such longer period as is reasonably necessary so long as Landlord uses reasonable efforts in accordance with Building standards and without discriminating against Tenant in prosecuting such repair or maintenance to completion) after written notice from Tenant to perform necessary repairs or maintenance and shall use reasonable efforts to complete any such repairs and maintenance as soon as reasonably possible in accordance with Building-standards and without discriminating against Tenant. With the understanding that it is the parties' intent that the terms of this Lease control Landlord's obligations regarding any repair to be performed by Landlord, to the maximum extent permitted by Applicable Law, Tenant hereby waives and releases any right to make repairs at Landlord's expense which may be provided under Applicable Law, including, without limitation, California Civil Code Sections 1941 and 1942, except to the extent expressly provided otherwise in Section 25.6 below.

**7.2** Subject to the provisions of Section 7.1 and Articles 8 and 14, Tenant shall keep and maintain the Premises in good condition and repair, and shall promptly make all necessary repairs thereto at Tenant's sole cost and expense. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Project, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises under this Article 7 or otherwise, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be released and removed of record (or properly bonded against to Landlord's reasonable satisfaction) within ten (10) days after Tenant receives notice of any such lien or

Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, and Tenant shall, within thirty (30) days following demand by Landlord, reimburse Landlord for all reasonable and actual costs and expenses relating thereto incurred by Landlord.

**7.3** Except for Permitted Alterations (as defined below), Tenant may not make any improvements, alterations, additions or changes to the Premises (collectively, the "Alterations") without first procuring the written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord may condition its consent on, among other things, its receipt and reasonable review of complete plans and specifications for such Alterations (except for Permitted Alterations to the extent good construction practice does not require plans and specifications for such Permitted Alterations), and, if required in the reasonable judgment of Landlord, the installation of additional risers, feeders and other appropriate equipment as well as utility meters. The installation, maintenance, repair and replacement, as well as all charges in connection with all such meters and equipment shall be at Tenant's sole cost and expense. Notwithstanding the foregoing terms of this Section 7.3, but provided that (a) Tenant delivers to Landlord at least fifteen (15) days' prior written notice of the installation of any Permitted Alterations, including copies of all plans and specifications (if plans are in fact prepared to the extent good construction practice requires) relating to such Permitted Alterations, and (b) such Permitted Alterations are installed and maintained in accordance with Applicable Law and the insurance and other requirements of this Lease, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (any such Alterations shall also be known herein as "Permitted Alterations"): (i) is of a cosmetic nature and does not require any governmental permit, approval or other form of consent; (ii) is not visible from the exterior of the Building; (iii) will not affect the systems, structure or, in excess of any de minimus amount, value of the Building; (iv) does not require work to be performed inside the walls or above the ceilings of the Premises unless such work is immaterial and reasonably non-intrusive (i.e., with respect to the installation of any nails, screws or hooks for hanging pictures or similar items); and (v) costs no more than \$50,000.00 in any consecutive twelve (12) month period. The construction of the Tenant Improvements shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 7, and Landlord hereby acknowledges that Landlord shall notify Tenant concurrently with its approval of the Final Space Plan (as defined in the Tenant Work Letter) whether Tenant shall be required to remove any portion of the Tenant Improvements upon the expiration or earlier termination of this Lease (provided, that, Tenant shall not be required to remove any portion of the Tenant Improvements consisting of ordinary and customary general office improvements or any Cabling (as defined below) from the Premises upon the expiration or earlier termination of this Lease in any event), and the Tenant Improvements shall not be considered "Alterations" for purposes of this Lease..

**7.4** All or any part of the Alterations (including, without limitation, any Permitted Alterations, but subject to the proviso that immediately follows in this sentence and the terms of Section 36 below regarding Cabling), whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at Tenant's sole expense before the expiration or earlier termination of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance or injury; provided, that, Landlord shall,

concurrently with any approval by Landlord of such Alterations, or within fifteen (15) days following notification with respect to any such Permitted Alterations, as applicable, notify Tenant in writing of Landlord's election. If Landlord requires the removal of all or part of any Alterations in accordance with the foregoing, Tenant, at its expense, shall promptly repair any damage to the Premises or the Building caused by such removal. If Tenant fails to remove the Alterations in accordance with the foregoing, then Landlord may (but shall not be obligated to) remove them and the reasonable and actual cost of removal and repair of any damage, together with all other damages (specifically excluding normal wear and tear, damage by casualty covered under Article 8 below, and subject to Section 32 below) which Landlord actually suffers to the extent caused by the failure of Tenant to remove such Alterations, shall be paid by Tenant to Landlord within thirty (30) days following demand; provided, that the amount of any such damages shall be reduced by the amount, if any, that Landlord could have avoided by exercising commercially reasonable efforts to mitigate such damages. Tenant shall not be entitled to any compensation from Landlord for any Alterations removed by Landlord or at Landlord's direction.

7.5 Tenant shall construct such Alterations and perform all repairs and maintenance under this Lease (all contractors to be approved in writing in advance by Landlord, with such approval not to be unreasonably withheld, conditioned or delayed; without limiting the generality of the foregoing, Tenant specifically acknowledges and agrees that it shall be reasonable for Landlord to require any contractors to be union members and for Landlord to withhold approval of such contractors if the use of the same would, in Landlord's reasonable and good faith judgment, violate the terms of any agreement between Landlord and any union providing work, labor or services at the Project or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project, provided that, if requested by Tenant to Landlord in writing, Landlord shall provide Tenant with reasonable evidence of any agreements between Landlord and any trade union providing work, labor or services to the Project) in conformance with any and all Applicable Laws, including, without limitation, pursuant to a valid building permit issued by the applicable municipality, if so required under the proposed scope of work, and in conformance with Landlord's reasonable construction rules and regulations (provided, that any such construction rules and regulations existing as of the Lease Date shall be deemed reasonable for such purposes). Landlord's consent to such Alterations or Landlord's approval of the plans, specifications, and working drawings for such Alterations will create no responsibility or liability on the part of Landlord for the completeness, design, sufficiency or compliance with any Applicable Laws with respect to such Alterations. All work with respect to any Alterations must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to unreasonably obstruct access to the Building or the Common Areas for any other tenant of the Building, and as not to unreasonably obstruct the business of Landlord or other tenants in the Building, or interfere with the labor force working in the Building (all as determined by Landlord in its sole but good faith discretion; provided, that, Tenant specifically agrees that if Landlord receives any good faith complaint, then the obstruction or interference in question shall be deemed unreasonable for purposes of this sentence). Not less than fifteen (15) nor more than thirty (30) days prior to commencement of any Alterations, Tenant shall notify Landlord in writing of the work commencement date so that Landlord may post notices of nonresponsibility about the

Premises. Upon completion of any Alterations, Tenant shall deliver to the Building management office a reproducible copy (in paper and/or electronic form, at Landlord's election) of the "as built" drawings of the Alterations (provided, that such "as built" drawings shall not be required with respect to any Permitted Alterations) and shall file such drawings and record such notices at such times and in such manner as may be required by Landlord acting reasonably or under Applicable Law (without limitation as to the foregoing, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Los Angeles in accordance with Section 3093 of the Civil Code of the State of California). Tenant shall not permit the use of any labor (including, without limitation, any contractors), material or equipment in the performance of any Alterations or of Tenant's repairs or maintenance if such use would, in Landlord's reasonable and good faith judgment, violate the terms of any agreement between Landlord and any union providing work, labor or services at the Project or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project. If any violation or disturbance occurs in connection with any labor, materials and equipment used by or on behalf of Tenant, Tenant, upon demand by Landlord, shall immediately cause all such labor, materials and equipment causing such violation or disturbance to be removed from the Project. Without limitation as to Tenant's right to seek any recourse and remedies against Tenant's contractors, Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with any such violation and/or disturbance to the extent in connection with any labor, materials or equipment used by or on behalf of Tenant, provided that, if requested by Tenant to Landlord in writing, Landlord shall provide Tenant with reasonable evidence of any agreements between Landlord and any trade union providing work, labor or services to the Project.

7.6 Upon completion of any work by Tenant under this Article 7 (except for Permitted Alterations), Tenant shall deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. Except with respect to any Permitted Alterations, Tenant shall pay to Landlord a construction coordination fee in an amount equal to five percent (5%) of the cost of such work.

7.7 If Tenant makes any Alterations, Tenant agrees to cause all contractors performing such Alterations to carry "Builder's All Risk" insurance (in accordance with Building standards and without discriminating against Tenant) in an amount reasonably approved by Landlord (in accordance with Building standards and without discriminating against Tenant) covering the construction of such Alterations (provided, that no "Builder's All Risk" insurance shall be required if the Alterations in question do not concern or otherwise affect the structure or systems of the Building), and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 9 of this Lease immediately upon completion thereof. In addition, Landlord may, in its reasonable discretion, require Tenant to obtain a lien and completion bond or some alternate form of security reasonably satisfactory to Landlord in an amount reasonably sufficient to ensure the lien-free completion of such Alterations and naming Landlord a co-obligee.

7.8 Tenant and Tenant's telecommunications companies, including, without limitation, local exchange telecommunications companies and alternative access vendor services companies (collectively, "Telecommunications Companies"), shall have no right of access to or

within the Project for the installation and operation of Tenant's Telecommunications System (as defined below) without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, that it shall be deemed reasonable for Landlord to require, at Tenant's sole cost and expense (including, without limitation, with respect to any reasonable attorneys' fees incurred by Landlord), that any such Telecommunications Company enter into a written agreement with Landlord (on Landlord's standard form, if required by Landlord) to address such matters related to Tenant's Telecommunications System; provided, however, that, subject to Tenant's indemnification obligations under this Lease, Tenant shall not be required to pay any additional fee, cost or expense for the installation and operation of telecommunications lines and systems including but not limited to voice, video, data, and any other telecommunications services provided over wire, fiber optics, microwave, wireless and any other transmission system, solely for the purpose of serving the Premises for part or all of Tenant's telecommunications within the Building and from the Building to any other location (hereinafter collectively referred to as "Telecommunications Lines"). All work with respect to Tenant's Telecommunications System shall be subject to the terms of this Lease governing Alterations. Without in any way limiting Landlord's right to withhold its consent to a proposed request for access, Landlord shall specifically have the right to consider whether a Telecommunications Company is willing to pay reasonable monetary compensation for the use and occupation of the Building for any Tenant Telecommunications System. As used in this Lease, "Tenant's Telecommunications System" shall mean all or any part of Tenant's telecommunications systems utilizing Telecommunications Lines.

## **8. FIRE OR CASUALTY DAMAGE**

**8.1** If the Premises or any portion of the Project is damaged by fire or other cause (the "Occurrence") without the negligence or willful act of Tenant or its partners, trustees, officers, directors, shareholders, members, beneficiaries, licensees, invitees, or any subtenants or subtenants' agents, employees, contractors, or invitees, servants, guests, or independent contractors (collectively, "Tenant Persons"), Landlord shall diligently, and as soon as reasonably practicable after the Casualty Notification Date (as hereinafter defined), repair the damage; provided, however, that, subject to the sentence that immediately follows, Landlord may elect not to rebuild or restore the Premises or any portion of the Project, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date on which Landlord has been notified (which notification Landlord shall attempt to obtain as soon as reasonably possible) by a qualified contractor of the full extent and nature of such damages (the "Casualty Notification Date"), such notice to include a lease termination date and a date for Tenant to vacate the Premises. Landlord may so elect to terminate this Lease only if the Project shall be damaged by fire or other cause, whether or not the Premises are affected, if Landlord terminates all leases of similarly-situated tenants (and not as a subterfuge to void this Lease), and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred eighty (180) days after the Casualty Notification Date; (ii) the Occurrence occurs during the last year of the Term (irrespective of any option to renew this Lease, unless Tenant has exercised such option in accordance with the terms of this Lease); (iii) the holder of any mortgage/deed of trust on the Building or ground lessor with respect to the Project shall require that the insurance proceeds or any portion thereof be used to retire all or a portion of the mortgage/deed of trust debt, or shall terminate the ground lease, as the case may be; (iv) Landlord's insurer has not agreed that the damage is fully covered, except for deductible

amounts, by Landlord's insurance policies; or (v) in Landlord's reasonable discretion, twenty percent (20%) or more of the rentable floor area of the Project is unusable, unmarketable, damaged or destroyed. If Landlord terminates this Lease, the Base Rent, Tenant's Proportionate Share of increases in Operating Costs and Tenant's recurring charges for the Spaces (collectively, "Periodic Rent") shall be apportioned and paid to the date of termination (subject to abatement as provided below). To the extent Landlord undertakes the repair or restoration of the Building, such repair or restoration by Landlord shall be to substantially the same condition of the base, shell, and core of the Premises and Common Areas prior to the casualty, except for modifications required by zoning and building codes and other Applicable Laws or by the holder of a mortgage/deed of trust on the Building, or the lessor of a ground or underlying lease with respect to the Project or portion thereof, or any other modifications to the Common Areas reasonably deemed desirable by Landlord, which are consistent with the character of the Project, provided access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Notwithstanding any other provision of this Lease, upon the occurrence of any damage to the Premises, if any insurance proceeds are payable to Tenant pursuant to Tenant's insurance required under Section 9.1 of this Lease for items that do not belong to Tenant but instead are part of the Project (any Alterations shall be deemed part of the Project for such purposes) and Landlord has not terminated this Lease in accordance with the terms herein, Tenant shall, so Landlord can perform repairs in accordance with the terms herein, assign to Landlord (or to any party designated by Landlord) all such insurance proceeds payable to Tenant, and Landlord shall use the same to repair any injury or damage to such portions of the Project and shall return such portions of the Project to their condition prior to the Occurrence; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. In connection with such repairs and replacements, Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and reasonable approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. If Landlord reasonably determines that the repairs cannot be completed within one hundred eighty (180) days after the Casualty Notification Date (or within 90 days after the Casualty Notification Date if the Occurrence takes place during the last year of the Term) and, as a result of the Occurrence, twenty percent (20%) or more of the rentable square footage of the Premises is unusable and Tenant would not be able to reasonably access or conduct business from the remaining usable portion of the Premises during such time (a "Triggering Event"), Tenant shall have the right, upon written notice delivered to Landlord no later than ten (10) business days after Tenant learns of the Triggering Event, to terminate this Lease. Tenant's failure to so terminate this Lease within such ten (10) business day period shall be deemed Tenant's election not to terminate this Lease with respect to such Occurrence.

**8.2** If Landlord does not elect to terminate this Lease under the terms of Section 8.1, but the damage required to be repaired by Landlord is not repaired by the end of the 180 Day Period (as hereinafter defined), then either Landlord (but only if the Building can no longer be used for office purposes under Applicable Law) or Tenant (subject to the terms of this Section 8.2), within thirty (30) days after the end of the 180 Day Period (or such right to terminate shall expire), may terminate this Lease by written notice to the other party, in which event this Lease shall terminate as of the date of receipt of the notice, and the Periodic Rent shall be apportioned and paid to the date of termination (subject to abatement as provided below).

The "180 Day Period" shall mean the period beginning on the Casualty Notification Date and ending one hundred eighty (180) days from the Casualty Notification Date. Notwithstanding the preceding provisions of this Section 8.2, if (a) Landlord and Tenant have not elected to terminate this Lease pursuant to the terms of Section 8.1, and (b) Landlord is proceeding reasonably to complete the repairs, then neither party shall have the right to terminate this Lease if, before the end of the 180 Day Period, Landlord, at Landlord's sole option, gives written notice to Tenant that the repairs will be completed within thirty (30) days after the end of the 180 Day Period (the "Extension Period"), and the repairs are actually completed within the Extension Period. If the repairs are not completed within the Extension Period, then either party may terminate this Lease by written notice to the other party; provided, that Landlord may so terminate this Lease only if the Building can no longer be used for office purposes under Applicable Law. Such notice of termination shall be given within thirty (30) days after the end of the Extension Period (or such right to terminate shall expire), and shall be effective upon receipt thereof by the other party to this Lease. Notwithstanding the provisions of this Section 8.2, Tenant shall have the right to terminate this Lease under this Section 8.2 only if each of the following conditions are satisfied: (i) the damage to the Project by fire or other casualty was not caused by the negligence or intentional act of Tenant Persons; and (ii) as a result of the damage, Tenant cannot reasonably conduct business from the Premises.

**8.3** Subject to the last sentence of this Section 8.3, during the period that the damaged portion of the Premises is rendered untenantable by the damage, Periodic Rent shall be reduced by the ratio that the rentable square footage of the Premises thereby rendered untenantable bears to the total rentable square footage of the Premises, provided that (i) Tenant does not occupy or use such untenantable portion of the Premises during such rent abatement period, and (ii) Tenant shall, as soon as reasonably practicable after the event purportedly giving rise to rent abatement, give written notice to Landlord of Tenant's claim for rent abatement and the basis therefor, including the date when Tenant vacated the Premises or portion thereof as a result of the Occurrence. Notwithstanding the preceding sentence, if the damage was the consequence of the negligence or willful misconduct of any of the Tenant Persons, then the Periodic Rent shall be abated only to the extent Landlord actually receives rental or business interruption proceeds allocated to the Periodic Rent for the Premises. If the rent abatement period expressly provided in this Section 8.3 is for a period of less than five (5) days, then Periodic Rent for such five (5) days shall be abated only to the extent that Landlord actually receives rental or business interruption proceeds allocable to such Periodic Rent to be abated.

**8.4** Subject to Section 8.5, all injury or damage to the Premises or the Building resulting from the negligence or willful misconduct of any Tenant Persons shall be repaired at the sole cost of Tenant, payable within thirty (30) days following demand by Landlord, or at Landlord's option, Landlord may require Tenant to perform such repairs or portion thereof and Periodic Rent shall not abate. If Landlord shall so elect, Landlord shall have the right to make repairs to the standard tenant improvements, not including any tenant extras, Alterations, or personal property, and any reasonable and actual expense incurred by Landlord shall be paid by Tenant within thirty (30) days following demand accompanied by reasonable supporting documentation.

**8.5** Notwithstanding any other provisions of this Lease, Tenant shall be relieved from the obligation to repair or pay for physical injury or damage to the Project resulting

from the negligence, gross negligence or intentional act of any of Tenant Persons only to the extent that Landlord actually receives (or would have received had Landlord maintained the insurance required under Section 9.10 below) insurance proceeds for complete payment in full for such repairs from Tenant's or Landlord's insurance (Landlord hereby agrees to use commercially reasonable efforts to pursue any claim under Landlord's insurance coverage, if any, for such insurance proceeds); provided, that, notwithstanding anything to the contrary contained in this Lease, Landlord shall in no event use this Section or any other terms of this Lease that make Tenant responsible for any payment as, in any such case, a subterfuge to (a) intentionally fail to collect insurance proceeds that would otherwise be collectible by Landlord, or (b) not maintain any of the insurance required of Landlord under Section 9.10 below.

**8.6** Notwithstanding the preceding provisions in this Article 8 concerning abatement of Periodic Rent, Tenant shall not be relieved from its obligation to pay Tenant's Proportionate Share of the insurance deductibles under insurance policies carried by Landlord to the extent payable by Tenant as Operating Costs pursuant to the terms of this Lease.

**8.7** The provisions of this Lease, including, without limitation, this Article 8, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building, or any other portion of the Project, and any Applicable Law (including, without limitation, California Civil Code Sections 1932(2) and 1933(4)) with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building, or any other portion of the Project.

**9. INSURANCE**

**9.1** Tenant shall during the entire Term maintain the following insurance coverage:

**9.1.1** Commercial General Liability Insurance for personal injury and property damage claims arising out of Tenant's occupation or use of the Premises and from its business operations, and including liability arising under any indemnity set forth in this Lease in amounts of not less than \$2 million for each occurrence and \$3 million for all occurrences each year.

**9.1.2** Property damage insurance covering all Tenant's furniture, trade fixtures, office equipment, merchandise and other property in the Premises and all original and later-installed tenant improvements in the Premises. This insurance shall be an "all risk" policy covering the full replacement cost of the items covered and including vandalism, malicious mischief, earthquake and sprinkler leakage coverages.

**9.1.3** All required workers' compensation or other similar insurance pursuant to all Applicable Laws.

**9.1.4** Loss-of-income and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly



insured against by prudent tenants or attributable to prevention of access to the Premises, the Building or Project as a result of such perils.

**9.2** All insurance provided by Tenant under this Lease shall be coordinated with any preceding, concurrent or subsequent, occurrence or claims made insurance, in such a manner as to avoid any gap in coverage against claims arising out of occurrences, conduct or events which take place during the period beginning on the Lease Date and ending on termination of this Lease.

**9.3** Landlord makes no representation that the insurance coverage required of Tenant provides adequate coverage for Tenant's needs or for its obligations under this Lease. Tenant shall not do or permit to be done anything that shall cause the cancellation of, invalidate, increase the rate of, or otherwise adversely affect, the insurance policies referred to in this Article 9.

**9.4** Landlord shall not be deemed to have waived or reduced any of the insurance coverage requirements for Tenant except by an express written agreement to that effect. The receipt by Landlord or its contractors or agents of insurance policies, certificates, letters, or other correspondence, documents or information which do not conform to the insurance requirements of this Lease, or the failure of Landlord to receive policies, certificates, or other documentation required by this Article 9, shall not be deemed to be Landlord's consent to a waiver or reduction of any such requirements, despite any failure by Landlord to object to same at the time of receipt (or lack of receipt), or thereafter. Any reduction, modification, or waiver of any of Tenant's insurance requirements under this Lease may be made only by a written document executed by Landlord and Tenant that expressly amends the pertinent described portions of this Lease.

**9.5** Landlord shall have the right and option, but not the obligation, to maintain any or all of the insurance which is required in Section 9.1 to be provided by Tenant on prior notice to Tenant if Tenant fails to maintain the insurance required of Tenant in this Article 9 and fails to correct such failure within seven (7) business days of its receipt of written notice thereof from Landlord. All reasonable and actual costs of Tenant's insurance provided by Landlord in accordance with the foregoing shall be obtained at Tenant's expense.

**9.6** The minimum insurance requirements set forth in this Lease shall not limit the liability of Tenant under this Lease. Landlord, and any parties reasonably specified by Landlord (provided, that the parties ordinarily specified by Landlord on a Building-standard basis shall be deemed reasonable for such purposes), shall be named as additional insureds under Tenant's insurance as to the general liability coverages. All insurance companies providing insurance pursuant to this Article shall be rated at least A VIII in Best's Key Rating Guide and shall be otherwise reasonably acceptable to Landlord and licensed and qualified to do business in the state in which the Project is located. Insurance provided by Tenant shall be primary as to all covered claims and any insurance carried by Landlord is excess and is non-contributing. Tenant shall use commercially reasonable efforts to provide Landlord and any specified mortgagee/deed of trust beneficiary of Landlord with at least ten (10) days prior written notice of any cancellation or other modification of any insurance policy of Tenant under this Lease. The insurance must also contain a severability of interest clause reasonably acceptable to Landlord. Copies of

certificates of insurance with respect to each policy shall be delivered to Landlord prior to the Commencement Date, and thereafter, prior to the expiration and renewal of each existing policy. Any insurance required hereunder of Tenant may be provided with blanket insurance policy(ies) insuring Tenant at locations in addition to the Premises, so long as such blanket policy(ies) expressly affords the coverage required of Tenant under this Lease. Tenant shall take all necessary steps so as to prevent the actual effective aggregate coverage of such blanket policy(ies) from ever eroded at any time by claims, or reserves therefor established by the insurer, so that the minimum coverage afforded to Landlord required by this Lease shall at all times remain in effect.

**9.7** Landlord has the reasonable right at any time (upon not less than thirty (30) days prior written notice delivered to Tenant), but not the obligation, to reasonably and in good faith (which shall, in any event, be in a manner consistent with market standards for similarly situated tenants in Comparable Buildings, and shall be implemented on a Building-standard basis without discriminating against Tenant) change, cancel, decrease or increase any insurance required or specified for Tenant under this Lease. Landlord at its option may obtain any of the insurance required of Landlord directly or through umbrella policies covering the Building and other assets owned by Landlord.

**9.8** Landlord and Tenant agree to request that their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance carried by Landlord or Tenant, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is actually insured under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

**9.9** Tenant shall not conduct or permit to be conducted by its employees, agents, guests or invitees any activity, or place any equipment in or about the Premises or the Project that will in any way increase the cost of fire insurance or other Landlord insurance on the Project. If any increase in the cost of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau, if any, to be primarily due to any activity or equipment of Tenant in or about the Premises or the Project, such statement shall be conclusive evidence that the increase in such cost is due to such activity or equipment and, as a result thereof, Tenant shall be liable for the amount of such increase. Tenant shall reimburse Landlord for such amount within thirty (30) days following written demand from Landlord and any such sum shall be considered additional Rent payable hereunder. Tenant, at its sole expense, shall comply with any and all requirements of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Premises and the Project.

**9.10** In addition to any other insurance that may be maintained by Landlord in connection with the Project, Landlord shall maintain the following insurance coverage (which may, in Landlord's sole and absolute discretion, be in the form of a blanket insurance policy or policies):

**9.10.1** Commercial General Liability Insurance for personal injury and property damage claims arising from the Project, including liability arising under any indemnity set forth in this Lease, in amounts and under policies that are commercially reasonable for comparable buildings in the same general geographic area as the Building, with commercially reasonable deductibles. The costs of all such insurance shall be part of Operating Costs;

**9.10.2** Property damage insurance covering the Project by means of an "all risk" policy (which may include vandalism, malicious mischief and sprinkler leakage coverage) and such endorsements as Landlord may require in its sole discretion in an amount not less than ninety percent (90%) of the full replacement value thereof (which may be exclusive of foundations), with commercially reasonable deductibles. The costs of all such insurance shall be part of Operating Costs; and

**9.10.3** Such other commercially reasonable coverages as are being maintained by prudent landlords of comparable buildings in the same general geographic area as the Building, with commercially reasonable deductibles. The costs of all such insurance shall be part of Operating Costs.

Notwithstanding anything to the contrary contained in this Section 9.10, Landlord's insurance coverage as it exists on the Lease Date shall be deemed reasonable and to have otherwise satisfied all the requirements of this Section 9.10, it being the specific intent of the parties that Landlord not have to modify such existing insurance coverage to satisfy the terms of this Section 9.10.

## **10. WAIVER AND INDEMNIFICATION**

To the extent not prohibited by law, Landlord, its partners, trustees, ancillary trustees and their respective officers, directors, shareholders, members, beneficiaries, agents, servants, employees, and independent contractors (collectively, "Landlord Persons") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant except for damage to the extent caused by the negligence or intentional misconduct of Landlord Persons. Subject to Section 9.8 above, Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims, except to the extent caused by Landlord's negligence or willful misconduct, in any way arising or resulting from or in connection with (a) any accident, injury, death, loss or damage to any person or to any property in connection with this Lease, including, without limitation, the person and property of Tenant and its employees, agents, officers, guests, and all other persons at any time in the Building or the Premises or the Common Areas, in any such case, in connection with this Lease, (b) the occupancy or use of the Premises by Tenant, (c) any act or omission or negligence of Tenant or any agent, licensee, or invitee of Tenant, or its contractors, employees, or any subtenant or subtenant's agents, employees, contractors, or invitees, or (d) any breach of any of the terms of this Lease by Tenant. Landlord agrees to protect, defend, indemnify and hold Tenant harmless from and against any and all Claims, except to the extent caused by Tenant's negligence or willful misconduct, in any way arising or resulting from or in connection with (i) the negligence or willful misconduct of Landlord, or (ii) any breach of any of the terms of this Lease by Landlord (collectively, "Landlord's

Indemnification Obligation”). The indemnification obligations of Landlord and Tenant under this Lease shall survive the expiration or earlier termination of this Lease.

## **11. USE OF PREMISES**

**11.1** The Premises are leased to Tenant for the sole purpose set forth in Section 1.10 and Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord, which consent may be withheld in Landlord’s sole and absolute discretion. No rights to any view or to light or air over any property, whether belonging to Landlord or to any other person or entity, are granted to Tenant by this Lease. Tenant further covenants and agrees that it shall not use, or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the rules and regulations attached hereto and incorporated herein as Exhibit D, or, without limitation as to the terms of Sections 6, 27 and 42 of this Lease, in violation of any applicable laws (including, without limitation, the Americans With Disabilities Act of 1990, the California Building Standards Health Law, Health and Safety Code Sections 18901-18949.1, Title 24 of the California Code of Regulations, and all seismic retrofit or other earthquake protection requirements), ordinances, rules, statutes, constitutions, regulations, court orders, treaties, codes or common law decisions now or hereafter in force and effect (collectively, “Applicable Laws”). Landlord shall not be responsible to Tenant for the nonperformance of any of such rules and regulations by or otherwise with respect to the acts or omissions of any other tenants, guests or occupants of the Building; provided, that, to the extent Landlord enforces such rules and regulations, such enforcement shall be in a non-discriminatory manner.

**11.2** Tenant shall comply with all recorded covenants, conditions, and restrictions and the requirements of all other recorded documentation affecting the real property underlying the Project as of the Lease Date (and, without the imposition of any material new obligation on Tenant or any material new restriction of Tenant’s then-existing rights (any such obligation or restriction that results in Tenant incurring a monetary cost shall be deemed material for such purposes, and Landlord shall not record any such material new obligation or material new restriction against the Project unless Tenant is specifically excluded therefrom), with all documentation recorded against such real property after the Commencement Date, including, without limitation, any amendments of, or other modifications to, any of the foregoing recorded documentation existing as of the Commencement Date). Tenant shall, at its expense, obtain any governmental permits and approvals required for Tenant’s intended use of the Premises. The obtaining of any such permits and approvals is not a condition to any of Tenant’s obligations under this Lease. Tenant acknowledges that except as expressly stated in this Lease, neither Landlord nor Landlord’s agent has made any representation or warranty, whether express or implied, as to the Premises, including, without limitation, the suitability of the Premises for the conduct of Tenant’s business; provided, that, notwithstanding anything to the contrary contained in this paragraph, as of the date of Landlord’s execution of this Lease (but not during any other time period), Landlord represents and warrants to Tenant, to Landlord’s actual knowledge, that the portion of the Permitted Use consisting of general office use does not violate any recorded covenants, conditions or restrictions that affect the real property underlying the Project as of the Lease Date (collectively, “Landlord’s CC&R Representation”).

## 12. SIGNS

So long as Landlord utilizes an electronic Building directory in the main lobby of the Building (the "Electronic Directory"), Landlord agrees to maintain such Electronic Directory in accordance with Section 7.1 and to provide Tenant, at Landlord's sole cost and expense, with as many lines as requested by Tenant in good faith for Building-standard identification on the Electronic Directory. In addition, Tenant shall be permitted to install, at Tenant's sole cost and expense, on any multi-tenant floor (i.e., a floor for which two (2) or more tenants have entered into a direct lease with Landlord) on which the Premises is located, (a) Building-standard suite signage (subject to Landlord's prior written consent, which shall not be unreasonably withheld) directly outside each entrance to the Premises on such multi-tenant floor (but only for a maximum of two (2) such entrances), and (b) Building-standard elevator lobby signage (subject to Landlord's prior written consent, which shall not be unreasonably withheld) in the elevator lobby located on such multi-tenant floor. Subject to the terms of this Section, Tenant shall have the right to have its name included on one (1) signband ("Tenant's Signband") of the then-existing monument sign for the Building located at the corner of Wilshire Boulevard and Granville Avenue; provided, that, as a condition precedent to such right, (i) the Premises shall consist of at least 25,000 rentable square feet, (ii) Named Tenant and/or any Permitted Transferee shall occupy the entire Premises, (iii) any and all costs and expenses of causing Tenant's Signband to comply with Applicable Law and of creating, adding, replacing, maintaining, repairing, removing and/or otherwise modifying Tenant's Signband shall be paid for by Tenant, and (iv) the font type, design, graphics, layout, appearance, shape, construction, materials, colors, exact location, position, quality, style, lighting, size and similar specifications of Tenant's Signband shall be determined by Landlord in its sole and absolute discretion (but on a uniform basis for the Building in any event without discriminating against Tenant). Notwithstanding anything to the contrary contained herein, for so long as Landlord permits non-uniform designs for signbands on such monument signage, Landlord hereby approves the purely aesthetic aspects of the configuration and appearance (i.e., the font type, graphics, shape and style) of the signband outlined on Exhibit F attached hereto and incorporated herein; provided, that, all other specifications of the Tenant's Signband, including, without limitation, the location, colors, size, position and any sources of power, remain subject to Landlord's approval in accordance with subsection (iv) above, and remain subject to the requirements of subsections (i), (ii) and (iii) above. Subject to the terms of this Section, (A) Landlord retains absolute control over the exterior appearance of the Building and Project and the exterior appearance of the Premises as viewed from the public halls and public areas, (B) Tenant will not install, or permit to be installed, any drapes, furnishings, signs, lettering, designs, advertising or any other items that will in any way alter the exterior appearance of the Building or the exterior appearance of the Premises as viewed from the public halls and public areas, and (C) any such drapes, furnishings, signs, lettering, designs, advertising and any other such items contemplated to be installed by Tenant shall be considered an Alteration (as defined in Section 7.3) and shall be subject to the provisions of Article 7. The signage rights granted to Tenant in this Article 12 are personal only to the Named Tenant or any Permitted Transferee, and, except with respect to any Permitted Transfer, may not be otherwise assigned, subleased or transferred or succeeded to unless pursuant to a Transfer that is consented to by Landlord in accordance with, and subject to, the terms of this Lease; provided, that, notwithstanding the foregoing and except for any Permitted Transfer, the right to Tenant's Signband shall in no event be transferrable by the Named Tenant. Notwithstanding anything to the contrary contained herein, Tenant shall have

the right, at Tenant's sole cost and expense without Landlord's prior consent, to install such signage, logos, lettering or other designs in or about any floor (including, without limitation, the elevator lobby of such floor) that Tenant leases in its entirety; provided, that such designs are not visible from the outside of the Building or the Common Areas and otherwise comply with the terms of this Lease.

### **13. ASSIGNMENT AND SUBLETTING**

**13.1** Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) (collectively, a "Transfer") the Premises, or any part thereof, nor shall any Transfer of this Lease or the right of occupancy be effected by operation of law or otherwise, without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed (Landlord's failure to respond to Tenant's written request for Landlord's written consent to any such Transfer for more than fifteen (15) days after Landlord receives such written request and all documentation required to be delivered by Tenant to Landlord in accordance with the terms herein shall be deemed an unreasonable delay for such purposes); provided, however, that Tenant shall request such consent at least thirty (30) days prior to the proposed commencement date of the Transfer; and provided, further, that the parties hereby agree that it shall be deemed to be reasonable under this Lease and under any Applicable Law for Landlord to withhold consent to any proposed Transfer where, without limitation as to other reasonable grounds (if any) for withholding consent: (i) the transferee is of a character or reputation or engaged in a business which is not reasonably consistent with the quality of the Building as determined by Landlord acting reasonably and in good faith and without discriminating against Tenant; (ii) the transferee is either a governmental agency or instrumentality thereof; (iii) the transferee is not a party of reasonable financial worth and/or reasonable financial stability in light of the responsibilities involved under this Lease on the date consent is requested (and taking into consideration that Tenant shall remain liable for the obligations under this Lease); (iv) the Transfer may reasonably be expected to result in an increase in excess of a de minimus amount in the use of the utilities, services or Common Areas of the Project (unless Tenant agrees to pay the increased charges and such increased use would not unreasonably burden Landlord's management and operation of the Project); (v) the Transfer by itself would result in less than a full floor of the Premises being Transferred and the transferee in question is (a) an existing tenant of the Building and comparable space in the Building is available for such existing tenant or is reasonably expected to be available for such existing tenant within one hundred and twenty (120) days after the date of the proposed Transfer, or (b) currently negotiating with Landlord (as evidenced in writing, including, without limitation, by a proposal, letter of intent or lease draft) for space in the Building and Landlord has or reasonably expects that it will have sufficient vacant space to meet such transferee's needs; (vi) the proposed Transfer would cause a violation of another lease or occupancy agreement for space in the Building, or would give an occupant of the Building a right to cancel its lease or occupancy agreement; or (vii) there is a Material Event of Default. For purposes of the foregoing prohibitions, and subject to Tenant's rights regarding any Permitted Transfer as provided in the sentence that immediately follows, if Tenant is an entity, a transfer at any one time or from time to time of the lesser of a controlling interest or fifty percent (50%) or more of an interest in Tenant (whether stock, membership interest, partnership interest, assets or other form of ownership or control) by any person(s) or entity(ties) having an interest in ownership or control of Tenant at the Lease Date shall be deemed to be a Transfer of this Lease. Notwithstanding the

foregoing, however, if Tenant is an entity, neither an assignment of the Premises to a transferee that is the resulting entity of a merger or consolidation of Tenant with another entity, nor a restructure or other reorganization of Tenant, nor the purchase of all or substantially all of the assets or stock or other beneficial interests of Tenant, nor an assignment or subletting of all or a portion of the Premises to an affiliate of Tenant (an entity that is controlled by, controls, or is under common control with, Tenant, including, without limitation, any such entity that is a subsidiary or parent company of Tenant), nor the transfer of stock among the current stockholders of Named Tenant, among a bona fide employee stock ownership plan of Named Tenant, or among the current stockholders of Named Tenant and Named Tenant's immediate families (i.e., spouses, parents, brothers, sisters, children, grandchildren or any spouse of any such parent, brother, sister, child or grandchild, or any other individual who is of lineal consanguinity with any such then current stockholder, or any trust the income beneficiary of which is of lineal consanguinity with any such then current stockholder), nor the transfer of stock or other beneficial interest in Tenant in connection with an initial public offering and any subsequent sale of Tenant's stock on a public stock exchange, shall be deemed a Transfer, provided that the following conditions are satisfied (any such transfer that satisfies the requirements of this sentence shall be known herein as a "Permitted Transfer" and any transferee who succeeds by assignment to the entirety of Tenant's interest under this Lease by a Permitted Transfer shall be known herein as a "Permitted Transferee"): (1) Tenant notifies Landlord in writing at least ten (10) days in advance of any such assignment or sublease, and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such Transfer or transferee (provided, that Landlord agrees to execute any commercially reasonable confidentiality agreement requested by Tenant with respect to any such document or information that is confidential or proprietary), (2) such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease, (3) Tenant shall remain primarily liable for the payment of Rent due and the performance of all other obligations of Tenant under this Lease, and (4) either Tenant, Guarantor or, if separate and apart from Tenant or Guarantor, the resulting entity has a tangible net worth reasonably sufficient to fulfill the obligations of Tenant under this Lease, and engages in substantially the same business as Tenant or, if it engages in a substantially different business, such different business would not, in Landlord's good faith business judgment, be expected to detract from the value of the Project or adversely affect the reputation or character of the Project. In no event shall Tenant be deemed to have been released under this Lease in the event of such an assignment or sublease and Tenant shall remain primarily liable hereunder. If Landlord consents to the proposed Transfer, (a) the Named Tenant, Guarantor and subsequent transferees shall remain liable under this Lease, and Tenant shall obtain the prior written consent of Guarantor to such Transfer in a form reasonably acceptable to Landlord; and (b) each of the transferees shall agree in a writing reasonably acceptable to Landlord to assume and be bound by all of the terms and conditions of this Lease to the extent applicable to the particular Transfer (e.g., a sublessee of a portion of the Premises shall not be bound to the obligation to pay the Base Rent and Operating Costs set forth in this Lease for the remainder of the Premises not so subleased by such sublessee). Any Transfer without Landlord's written consent (other than a Permitted Transfer) shall be voidable by Landlord and, at Landlord's election, constitute an Event of Default. Neither the consent by Landlord to any Transfer nor the collection or acceptance by Landlord of Rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the Named Tenant or Guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant,

assignee or other party from obtaining the consent in writing of Landlord to any further Transfer. For the sole purpose of affording Landlord protection in connection with any Applicable Law regarding bankruptcy, Tenant hereby assigns to Landlord the Rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such Rent or other sums directly to Landlord; provided, however, that until the occurrence and continuance of an Event of Default, Tenant shall have the license to continue collecting such Rent and other sums. Whether or not Landlord consents to a Transfer under this Section 13.1 (but specifically excluding any Permitted Transfers), Tenant shall promptly pay Landlord's reasonable attorneys' fees incurred in connection with any request for such consent. If, for any proposed Transfer (specifically excluding any Permitted Transfer), Tenant contracts to receive total Rent or other consideration exceeding the total Rent called for hereunder (prorated by the ratio that the assignment or sublease term and square footage bears to the term and square footage of this Lease) after deduction (amortized over the term of the assignment or sublease) of Tenant's actual, customary and reasonable Transfer costs, if any, Tenant will pay fifty percent (50%) of the excess to Landlord as additional Rent promptly upon receipt.

**13.2** Prior to proposing an assignment or sublease to Landlord that would be subject to Landlord's right to Recapture the Lease (as defined below), Tenant may request in writing (a "Recapture Inquiry") that Landlord notify Tenant whether, were Tenant to propose such assignment or sublease (as opposed to merely inquiring regarding such assignment or sublease), Landlord would elect to Recapture the Lease, and such Recapture Inquiry shall not, alone, trigger Landlord's right to Recapture the Lease. Landlord shall notify Tenant within fifteen (15) days after Landlord's actual receipt of any Recapture Inquiry and all information reasonably requested by Landlord relating to the assignment or subletting that is the subject of the Recapture Inquiry, whether, if such assignment or sublease was actually proposed by Tenant to Landlord, Landlord would elect to Recapture the Lease in accordance with this Section 13.2 (if Landlord notifies Tenant that Landlord would so elect to Recapture the Lease, then Tenant shall within ten (10) days thereafter notify Landlord in writing as to whether Tenant would deliver a "Nullification Notice," as defined below); provided, that, notwithstanding anything to the contrary contained herein, Landlord's election contained in such notification shall not be binding on Landlord with respect to any assignment or subletting for which Landlord did not have timely, complete and accurate information, or regarding which Landlord learns of any new or different material facts that would be relevant to Landlord's election under this Section 13.2. Whether or not a Recapture Inquiry is performed in accordance with the foregoing, if Tenant proposes any assignment or subletting that would result at any time in fifty percent (50%) or more of the Premises being assigned and/or subleased, then subject to the terms of this Section 13.2, so long as Landlord has not notified Tenant within the immediately preceding sixty (60) days as part of a Recapture Inquiry that Landlord would not Recapture the Lease with respect to the proposed assignment or subletting at hand, Landlord shall also have the right, by notice to Tenant (a "Recapture Notice") within fifteen (15) days after Landlord's actual receipt of Tenant's written notification of such proposal and all information reasonably requested by Landlord relating to the proposed assignment or subletting, to terminate this Lease as to all of the Premises and to require that all of the Premises be surrendered to Landlord for the balance of the Term (collectively, "Recapture the Lease"); provided, that, notwithstanding the foregoing, unless Landlord has notified Tenant within the immediately preceding sixty (60) days as part of a Recapture Inquiry that Landlord would Recapture the Lease with respect to the proposed



assignment or subletting at hand, or Tenant has notified Landlord as part of a Recapture Inquiry that Tenant would not deliver a Nullification Notice with respect to the proposed assignment or subletting at hand, Tenant shall have the right to nullify the election by Landlord to Recapture the Lease by delivering written notice (the "Nullification Notice") therefor to Landlord within ten (10) days following Landlord's delivery of the Recapture Notice (Tenant's right to so nullify Landlord's election with respect to the proposed assignment or subletting at hand shall expire and be of no further force or effect if Tenant fails to so deliver the Nullification Notice within such ten (10) day period), in which event Landlord's election to Recapture the Lease and Tenant's proposed assignment or subletting shall be nullified and of no further force or effect; and provided, further, that (a) if Landlord consents to the proposed assignment or subletting, Tenant shall complete such assignment or sublease within one hundred twenty (120) days after the end of such fifteen (15) day period, and (b) nothing contained in this Section 13.2 shall be deemed to waive any of Landlord's rights to approve or disapprove a Transfer as provided in Section 13.1 of this Lease.

#### **14. EMINENT DOMAIN**

If any portion of the Premises is taken from Tenant under eminent domain proceedings, Tenant shall have no right, title or interest in any award made for such taking, except for any separate award for fixtures and improvements installed by Tenant and which have not become the property of Landlord, Tenant's moving expenses and other claims which, in any event, would not have the effect of diminishing Landlord's recovery. If twenty percent (20%) or more of the Premises or Building shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument, and further provided Landlord also terminates the leases of all similarly situated tenants (and not as a subterfuge to void its obligations under this Lease). During the period that the Premises or any portion thereof is rendered untenable by any such taking or grant in lieu of taking, Periodic Rent shall be reduced by the ratio that the rentable square footage of the Premises thereby rendered untenable bears to the total rentable square footage of the Premises, provided that (i) Tenant does not occupy or use such untenable portion of the Premises during such rent abatement period, and (ii) Tenant shall, as soon as reasonably practicable after the event purportedly giving rise to rent abatement, give written notice to Landlord of Tenant's claim for rent abatement and the basis therefor, including the date when Tenant vacated the Premises or portion thereof as a result of such taking or grant in lieu of taking, as applicable. If a Material Portion (as defined below) of the Premises is condemned or transferred to a public or quasi-public body in lieu of proceeding to a judgment of condemnation (provided, such condemnation or transfer would be effective for greater than one hundred eighty (180) days) such that Tenant's normal business operations in the Premises is materially adversely affected and if Tenant cannot within one hundred eighty (180) days be relocated within the Building as to the portion of the Premises so condemned or affected to Tenant's reasonable satisfaction, then Tenant shall have the right to terminate this Lease with respect to the portion of the Premises so condemned or affected by providing written notice to Landlord within thirty (30) days after it is determined that Tenant cannot be relocated in accordance herewith. In such event, this Lease shall be terminated as of

the date set forth in such written notice and the parties shall be released of all obligations hereunder accruing on or after the later of (a) the date set forth in such written notice, or (b) the date Tenant actually vacates and surrenders the applicable portion of the Premises in accordance with the terms of this Lease. A "Material Portion" shall be deemed to mean twenty percent (20%) or more of the Premises, or such lesser portion of the Premises than twenty percent (20%) to the extent such lesser portion is reasonably necessary for the normal conduct of Tenant's business. To the maximum extent permitted by Applicable Law, Tenant hereby expressly waives any rights that Tenant may have to any greater award under Applicable Law, including, without limitation, Section 1265.130 of the California Code of Civil Procedure.

## **15. WAIVER AND SEVERABILITY**

**15.1** The consent of either party in any instance to any variation of the terms of this Lease, or the receipt of Rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any Lease covenant or condition, nor shall any waiver occur to any provision of this Lease except in writing, executed by the applicable party or the applicable party's authorized agent. The waiver or relinquishment by Landlord or Tenant of any right or power contained in this Lease at any one time or times shall not be considered a waiver or relinquishment of any right or power at any other time or times. If Tenant tenders payment to Landlord of an amount which is less than the Rent then due to Landlord, at Landlord's option, Landlord may reject such tender, and such tender shall be void and of no effect, or Landlord may accept such tender, without prejudice to Landlord's right to demand the balance due. This Lease constitutes the entire agreement of the parties and supersedes any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof. No supplement, modification or amendment to this Lease shall be binding unless executed in writing by both parties.

**15.2** If any term or condition of this Lease or any application shall be invalid or unenforceable, then the remaining terms and conditions of this Lease shall not be affected.

## **16. USE OF COMMON AREAS**

As used in this Lease, "Common Areas" shall mean all areas designated from time-to-time by Landlord within the Project which are available for the common use of tenants of the Project and which are not leased or held for the exclusive use of Tenant or any other tenant. Common Areas include without limitation parking areas and garages, driveways, sidewalks, loading areas, lobbies, stairways, elevators, access road, corridors, landscaped and planted areas. Subject to Section 17.4 below and Landlord's Indemnification Obligation, use of the Common Areas may be restricted by Landlord from time to time for purposes of repairs or renovations, provided, that Landlord shall use commercially reasonable efforts to minimize any disruption to Tenant's access to or beneficial use of the Premises. Nothing contained in this paragraph shall be deemed to permit Landlord to include in Operating Costs any costs that are expressly excluded under Section 5.4 above. Tenant shall have the non-exclusive right to use the Common Areas in accordance with, and subject to, the terms of this Lease.

## 17. SERVICES

17.1 Landlord shall furnish to the Premises throughout the Term at a level consistent with Comparable Buildings (provided, that the Building-standard level of such services being provided as of the Lease Date shall be deemed sufficient for all purposes under this Lease, it being the specific intent of the parties that Landlord not have to modify its existing Building-standard management practices to satisfy the requirements of this sentence), except for Building Holidays, (i) electricity sufficient to provide a minimum of five (5) watts per rentable square foot of the Premises at all times (subject to Force Majeure), along with heating and air conditioning appropriate for Tenant's use during the hours specified in Section 1.14, (ii) reasonable janitorial service (which, at Landlord's election, may be during daylight hours, provided that in connection therewith Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business operations) no less than five (5) days a week, unless any such day would fall on a weekend or a Building Holiday (in which event such service need not be provided during such day), (iii) regular trash removal from the Premises (which, at Landlord's election, may be during daylight hours, provided that in connection therewith Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business operations), (iv) hot and cold water from points of supply, (v) restrooms as required by applicable code, and (vi) unless the Premises is on a ground floor, elevator service; provided, that Landlord shall have the right to remove such elevators from service as may be reasonably required for moving freight or for servicing or maintaining the elevators or the Building. (Notwithstanding the preceding, water, restrooms, electricity and, unless the Premises is on a ground floor, elevator service shall be available at all times, with adjustments as deemed reasonably appropriate by Landlord.) The cost of all services provided by Landlord shall, unless expressly excluded under Section 5.4 above, be included within Operating Costs, unless charged directly (and not as a part of Operating Costs) to Tenant or another tenant of the Building; provided, that nothing contained in this sentence shall be interpreted to allow Landlord to obtain double recovery for the same amount or be interpreted to require Tenant to pay twice for the same amount. Landlord agrees to furnish landscaping and grounds maintenance for the areas used in common by the tenants of the Building. Services shall be furnished by Landlord and reimbursed by Tenant as part of Operating Costs; however, subject to Section 17.4 below, Landlord shall be under no responsibility or liability for failure or interruption in such services caused by breakage, accident, strikes, repairs or for any other causes beyond the control of Landlord, nor in any event for any indirect or consequential damages; and failure or omission on the part of Landlord to furnish service shall not be construed as an eviction of Tenant, nor, subject to Section 17.4 below regarding Abatement Events (as defined below), work an abatement of Rent, nor render Landlord liable in damages, nor release Tenant from prompt fulfillment of any of the covenants under this Lease. Notwithstanding anything to the contrary contained in this paragraph, if Landlord is required by Applicable Law to perform any maintenance or repair on any items that are Landlord's obligation to provide under Sections 17.1(i), (iv), (v) or (vi) above and such performance would occur on a Saturday and have a material adverse effect on Tenant's operation of its business at the Premises, Landlord shall use commercially reasonable efforts to attempt to perform any such maintenance or repair on a Sunday instead of such Saturday, provided that the same does not result in any additional cost or expense to Landlord (unless Tenant pays such additional cost or expense).

**17.2** If Tenant requires or requests that the services to be furnished by Landlord (except Building standard electricity and elevator service) be provided during periods in addition to the periods set forth in Section 1.14, then Tenant shall obtain Landlord's consent (not to be unreasonably withheld, conditioned or delayed) and, if consent is granted in accordance with the foregoing, shall pay within thirty (30) days following demand the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply or meter such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption; provided, that, as a right personal only to Named Tenant or any Permitted Transferee that shall in no other event be transferrable, if requested by Tenant to Landlord at least six (6) hours in advance, Landlord shall, subject to Force Majeure and the terms of Section 17.1 above regarding Landlord's provision of such service, furnish to the Premises heating and air conditioning appropriate for Tenant's use for up to a total maximum amount of twenty (20) hours per calendar month (equitably pro-rated for any partial calendar month) at fifty percent (50%) of the actual cost thereof to Landlord, which fifty percent (50%) shall be paid by Tenant to Landlord within thirty (30) days following demand therefor (collectively, "Tenant's Special HVAC Right"). For the avoidance of doubt, the parties specifically agree that any of the foregoing twenty (20) hours not used in a particular month pursuant to Tenant's Special HVAC Right shall be deemed lost and forfeited, and shall not be applicable in any other calendar month. In any event, Landlord shall determine such actual cost on a Building-standard basis without discriminating against Tenant. The parties acknowledge that as of the Lease Date, such actual cost (which actual cost is subject to change from time to time in accordance with the foregoing) to Landlord for such heating and air conditioning is \$45.00 per hour for each floor to which heating and air conditioning is furnished (whether heating and air conditioning is provided for an entire floor or a portion of such floor). Landlord may, from time to time during the Term, set a uniform (for the Building and without discriminating against Tenant) and commercially reasonable per hour charge for any after-hours service (specifically excluding any after-hours service that is provided pursuant to Tenant's Special HVAC Right), provided, that Landlord's Building-standard charges as in effect as of the Lease Date shall be deemed commercially reasonable for such purposes, it being the specific intent of the parties that Landlord not have to modify its existing Building-standard charges to satisfy the requirements of this sentence. The parties acknowledge that the current rate, which rate is subject to change from time to time, charged by Landlord for after-hours HVAC (specifically excluding any after-hours HVAC that is provided pursuant to Tenant's Special HVAC Right) is \$60.00 per hour for each floor to which heating and air conditioning is furnished (whether heating and air conditioning is provided for an entire floor or a portion of such floor).

**17.3** All telephone, electricity, gas, heat, air conditioning, ventilation and other utilities and services furnished to the Premises shall be paid for directly by Tenant, except to the extent the cost is included within Operating Costs in accordance with, and subject to, the terms of this Lease. Landlord reserves the right to separately meter or monitor the utilities or services provided to the Premises. The cost of any meter shall be borne by Tenant if, in Landlord's reasonable judgment, Tenant is using a disproportionate share of one or more utilities or services.

**17.4** Notwithstanding anything to the contrary contained in this Lease, if, through no fault of Tenant, the Premises are rendered unusable for the normal conduct of

Tenant's business as a result of the failure to provide, during the hours specified in Section 1.14 above to the extent required under Section 17.1 above, (a) electricity, heating and/or air conditioning appropriate for Tenant's use, (b) hot and cold water from points of supply, (c) restrooms as required by applicable code, or (d) elevator service (so long as at least one (1) elevator to the floor of the Premises is operational, Landlord shall be deemed to be providing elevator service) (each, an "Abatement Event"), and the means to remedy such failure are within Landlord's reasonable control, then Tenant shall deliver to Landlord notice of such Abatement Event ("Tenant's Abatement Notice"), and if such Abatement Event continues for five (5) consecutive days after Landlord's receipt of Tenant's Abatement Notice (the "Eligibility Period"), then, without limitation as to any right of Landlord under any insurance policy, the Periodic Rent shall be abated in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises, after the expiration of the Eligibility Period until such time as the Abatement Event is reasonably remedied or Tenant is no longer prevented from using such portion of the Premises for the normal conduct of Tenant's business.

#### **18. ENTRY OF LANDLORD**

Landlord reserves the right to enter upon the Premises (in the event of a non-emergency entry by Landlord, then upon reasonable prior notice and accompanied by an employee of Tenant if Tenant makes such an employee available without unreasonably delaying Landlord's entry and subject to Tenant's reasonable security requirements, including, without limitation, any such security requirements applicable to any computer area, that are told to Landlord in advance and are necessary for Tenant to secure its valuable property or confidential information) at all reasonable times and reserves the right, during the last twelve (12) months of the Term (unless Tenant has exercised the Option in accordance with the terms of this Lease), to, upon reasonable prior notice and accompanied by an employee of Tenant if Tenant makes such an employee available without unreasonably delaying Landlord's entry, show the Premises at reasonable times to prospective tenants and to affix for lease/rent signs to the Building at Landlord's reasonable discretion. Landlord may, with reasonable prior notice to Tenant (except in the event of an emergency, in which event no such notice shall be required, and accompanied by an employee of Tenant if Tenant makes such an employee available without unreasonably delaying Landlord's entry and subject to Tenant's reasonable security requirements, including, without limitation, any such security requirements applicable to any computer area, that are told to Landlord in advance and are necessary for Tenant to secure its valuable property or confidential information), enter the Premises at any time for purposes of repair or maintenance of the Premises or any portion of the Project, or for the health, safety or protection of any person or property if reasonably determined to be necessary in the good faith business judgment of Landlord using sound property management practices in any event. Subject to Section 17.4 above and Landlord's Indemnification Obligation, Landlord shall, in connection with any such entrance into the Premises, exercise commercially reasonable efforts to minimize disruption to Tenant's use and enjoyment of the Premises. If reasonably deemed appropriate by Landlord for the health, safety or protection of person or property (e.g., as a result of a bomb, terror or other potentially grave and imminent threat), Tenant shall, upon reasonable notice from Landlord, reasonably and temporarily (but in accordance with Applicable Law in all events) vacate the Premises as Landlord reasonably directs.

**19. RELOCATION OF PREMISES**

Intentionally Deleted.

**20. SUBORDINATION AND ATTORNMENT**

Subject to the terms of this Section, this Lease is subject and subordinate to all ground or underlying leases and to any mortgage(s)/deed(s) of trust that may now or hereafter affect those leases or the land and to all renewals, modifications, consolidations, replacements and extensions thereof. Subject to the terms of this Section, this subordination shall be self-operative; provided, that, subject to the terms of this Section, Tenant shall execute promptly any commercially reasonable instrument reasonably acceptable to Tenant that Landlord or any mortgagee/deed of trust beneficiary may request confirming subordination. Before any foreclosure sale under a mortgage/deed of trust, the mortgagee/deed of trust beneficiary shall have the right to subordinate the mortgage/deed of trust to this Lease. In the event of a foreclosure, so long as no Event of Default then exists and subject to any subordination, non-disturbance and attornment agreement entered into between Tenant and the applicable lender, this Lease shall continue in full force and effect, Tenant's possession of the Premises under this Lease shall not be disturbed, and Tenant shall attorn to and recognize as its landlord the purchaser of Landlord's interest under this Lease. If the Project is then subject to the recorded interest of any lender pursuant to any mortgage or deed of trust, Landlord agrees to, upon the written request of Tenant, exercise commercially reasonable efforts to attempt to obtain for the benefit of Tenant a commercially reasonable (including, without limitation, with respect to providing that the mortgagee shall not disturb Tenant's rights under this Lease so long as Tenant is not in default under this Lease beyond all applicable notice and cure periods) subordination, non-disturbance and attornment agreement from the lender holding such interest, and Tenant shall otherwise reasonably cooperate in connection with such subordination. Landlord hereby represents and warrants to Tenant that, as of the Lease Date, the total amount of secured debt to which the Building is subject does not exceed \$80,000,000.00.

**21. ESTOPPEL CERTIFICATES**

Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent is paid in advance, if any, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured Landlord defaults, or specifying such defaults if any are claimed, and (iii) including any other factual information, certification or acknowledgement as may be reasonably requested by Landlord. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Premises. In addition, Landlord shall at any time upon not less than fifteen (15) business days prior written notice from Tenant execute, acknowledge and deliver to Tenant a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent is paid in advance, if any, (b) acknowledging that there are not, to Landlord's actual knowledge without duty of investigation or inquiry, any uncured Tenant defaults, or specifying

such defaults if any are claimed, and (c) including any other factual information, certification or acknowledgement as may be reasonably requested by Tenant in connection with this Lease. Tenant agrees to promptly deliver to any lender or purchaser designated by Landlord, but on no more than one (1) occasion in any twelve (12) month period (unless in connection with any bona fide financing, refinancing or sale of any portion of the Project), such financial statements or other information concerning Tenant or, at Tenant's election, as a right personal only to Named Tenant or any Permitted Transferee that shall in no event be transferrable by Tenant, Guarantor, in any such case, as may be reasonably required by that lender or purchaser, including, without limitation, the past three (3) years' financial statements. In such event, Tenant shall also reasonably cooperate with any other customary and reasonable requests for financial information concerning Tenant and/or Guarantor by Landlord; provided, that if Named Tenant or any Permitted Transferee exercises its right in the immediately preceding sentence to provide only Guarantor's information, then Named Tenant or any such Permitted Transferee shall not be required to provide any written financial information under this sentence and Tenant's obligation to reasonably cooperate under this sentence shall be deemed satisfied if Tenant provides such reasonable cooperation orally (including, without limitation, by telephone) instead of in writing (the terms of this sentence shall collectively be known as the "Reasonable Cooperation Covenant"). Notwithstanding anything to the contrary contained in this Section 21, (A) Tenant shall not be required to separately deliver any financial statement of Tenant or Guarantor, as applicable, under this Section 21 if Tenant or Guarantor, as applicable, is a publicly traded corporation at the time Tenant would otherwise be required to separately deliver such financial statement under this Section 21 and such financial statement is publicly available to Landlord (in such event, Landlord shall be responsible for accessing such financial statement), and (B) Landlord and any such lender or purchaser under this Section 21 agree to execute any commercially reasonable confidentiality agreement requested by Tenant stating that any financial information under this Section 21 shall be used only for the specified purposes. Notwithstanding anything to the contrary contained in this Lease, the parties specifically acknowledge and agree that, as a right personal only to Named Tenant or any Permitted Transferee that shall in no other event be transferrable, with respect to any provision of this Lease which obligates Tenant to provide financial information (including, without limitation, a Financial Statement) concerning Tenant (including, without limitation, this Section 21, Section 3.2 above and Section 53 below), Tenant may, subject in any event to the Reasonable Cooperation Covenant, satisfy such obligation by instead providing the applicable financial information concerning Guarantor.

## **22. BUILDING RULES AND REGULATIONS**

Tenant agrees to abide by all reasonable rules and regulations of the Building imposed by Landlord to the extent the same are not materially inconsistent with the terms of this Lease (Tenant hereby acknowledges and agrees that the rules and regulations attached hereto as Exhibit D are reasonable and non-discriminatory for such purposes and not so inconsistent). These rules and regulations, presented as Exhibit D attached hereto, are imposed for the cleanliness, good appearance, proper maintenance, good order and reasonable use of the Premises and the Building, and as may be reasonably necessary for the proper enjoyment of the Building by all tenants and their clients, customers and employees. The rules and regulations may be reasonably changed from time to time by Landlord on reasonable notice to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any rules and regulations by or otherwise with respect to the acts or omissions of any other tenant or occupants of the Project, provided, that, to

the extent Landlord enforces such rules and regulations, such enforcement shall be in a non-discriminatory manner.

### **23. NOTICES**

All notices or other communications between the parties shall be in writing and shall be deemed duly given upon receipt or rejection thereof if (a) by nationally recognized overnight mail carrier such as FedEx, or (b) by personal delivery, in any such case addressed and sent to the parties at their addresses set forth in Sections 1.15 and 1.16. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including, without limitation, any notices required under Section 1161 of the California Code of Civil Procedure. When a statute requires service of a notice in a particular manner, service of that notice (or the replacement notice required by this Lease) as provided in this Article shall replace and satisfy, to the maximum extent permitted by Applicable Law, the statutory service procedures, including, without limitation, those set forth in Section 1162 of the California Code of Civil Procedure.

### **24. EVENTS OF DEFAULT**

Each of the following shall constitute an "Event of Default": (i) Tenant fails to pay Rent when due, where such failure shall continue for a period of five (5) days after notice thereof from Landlord to Tenant (if Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this Section 24(i)), (ii) Tenant fails to observe or perform any other Lease term, condition, obligation or covenant binding upon, or required of Tenant, within thirty (30) days after written notice from Landlord, provided, however, if the default cannot be cured within such thirty (30) day period, the cure period shall continue so long as Tenant commences such cure as soon as reasonably possible within such initial thirty (30) day period and diligently, continuously and reasonably prosecutes such cure to completion, (iii) Tenant or Guarantor makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises or all or substantially all of Tenant's or Guarantor's assets is appointed, (iv) Tenant or Guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant or Guarantor, and is not discharged by Tenant or Guarantor within sixty (60) days, (v) Guarantor repudiates or breaches the Guaranty, or (vi) there is a Transfer (as defined in Article 13) of the Premises or this Lease by Tenant, without the prior written consent of Landlord as required by Article 13, or Tenant fails to deliver any of the statements or other information required under Section 21 above within the time periods provided therefor.

### **25. LANDLORD'S REMEDIES/LANDLORD'S DEFAULT/TENANT'S SELF-HELP**

**25.1** Upon the occurrence and during the continuance of an Event of Default, Landlord, at its option, without further notice or demand to Tenant, shall have in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one



or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

**25.1.1** Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord (Tenant hereby waives, relinquishes and releases for itself and for all those claiming under Tenant any right of occupancy of the Premises following termination of this Lease, and any right to redeem or reinstate this Lease by order or judgment of any court or by any legal process or writ under Applicable Laws, including, without limitation, California Code of Civil Procedure Sections 473 and 1179, and California Civil Code Section 3275), and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

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

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

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

d. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, attorneys' fees, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; plus

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

The term "rent" as used in this Section 25.1.1 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others, including, without limitation, late charges and interest. As used in Sections 25.1.1(a) and (b) above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Section 25.3 below, but in no case greater than the maximum amount of such interest permitted by Applicable Law. As used in Section 25.1.1(c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

**25.1.2** Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment

and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease due to any Event of Default, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including, without limitation, the right to recover all Rent as it becomes due.

**25.2** If Landlord elects to terminate this Lease on account of any default beyond all applicable notice and cure periods by Tenant, as set forth in this Article 25, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or other arrangements; provided, that, if there is any default under any such sublease, license, concession or other arrangement, or under any consent agreement entered into with Landlord with respect thereto, such that, in any such case, an Event of Default is triggered under this Lease, Landlord shall also have the right to terminate the applicable arrangement even if Landlord does not terminate this Lease. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or other arrangements in accordance with the foregoing, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

**25.3** Beginning with the second time in any single calendar year that Tenant fails to pay any Rent within five (5) days after the Rent becomes due and payable (unless Tenant has so failed on more than three (3) occasions in the aggregate, in which event "second" as it appears previously in this sentence shall be deemed replaced with "first"), if Tenant fails to pay any Rent within five (5) days after the Rent becomes due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of overdue Rent. In addition, any late Rent payment shall bear interest from the date that Rent became due and payable to the date of payment by Tenant at the interest rate of ten percent (10%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by Applicable Law. Late charges and interest shall be due and payable within five (5) days after written demand therefor from Landlord.

**25.4** Notwithstanding anything to the contrary contained in this Lease, Landlord does not and shall not have, and hereby expressly waives, any security interest or lien, including, without limitation, any "Landlord's lien" or any statutory lien in or upon the personal property of Tenant located in the Premises. Landlord shall from time to time, at Tenant's sole cost and expense (including, without limitation, with respect to any reasonable attorneys' fees incurred by Landlord), execute such documents (on Landlord's standard form, if required by Landlord) as Tenant may reasonably request to memorialize Landlord's waiver of security interest or lien as provided in the immediately preceding sentence.

**25.5** **Landlord's Default; Tenant's Self-Help.** Subject to the terms of this Lease, Landlord shall not be in default under this Lease unless and until (a) Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice therefor from Tenant, or (b) if any such covenant, condition or agreement cannot be so performed within such thirty (30) day period, Landlord fails to

commence such performance within such thirty (30) day period or to diligently prosecute the same to completion. Tenant shall promptly notify Landlord in writing of the need for any repairs of the Premises that are Landlord's obligation under this Lease. If, following written notice to Landlord thereof by Tenant, Landlord fails to commence within thirty (30) days any such repair of the Premises required of it under this Lease, or if the condition requiring a Landlord repair constitutes an emergency or hazardous condition (an "Emergency") the cure of which should reasonably be commenced earlier than such thirty (30) day period and does not permit time for a second written notice to Landlord, Tenant shall (i) in the case of the former, deliver a second written notice to Landlord requesting such repair, and Landlord shall have an additional ten (10) days following its receipt of such second written notice to commence such repair work (and to thereafter prosecute it diligently to completion as soon as reasonably possible), and (ii) in the case of the latter, provide such notice to Landlord as is reasonable under the circumstances, with written notice from Tenant of such condition to follow in any event. If, despite such notices, Landlord still fails to address any such repair in accordance with the foregoing within the time periods required herein (which, with respect to an Emergency, shall be deemed to be such time period as is reasonably necessary to repair such Emergency condition), and such failure materially adversely affects Tenant's business operations, Tenant may make such repair to the extent the same would not affect the Building structure or systems and is performed in accordance with the terms of this Lease, and, except to the extent the costs of such repair are payable by Tenant under Sections 5 or 10 above, charge Landlord with the reasonable costs thereof.

**26. RIGHT OF LANDLORD TO CURE TENANT'S DEFAULT**

If an Event of Default occurs, then Landlord may (but shall not be obligated to) make such payment or do such act to cure the Event of Default, and charge the expense, together with interest, at the interest rate set forth in Section 25.3, to Tenant. Payment for the cure shall be due and payable by Tenant upon demand; however, the making of any payment or the taking of such action by Landlord shall not be deemed to cure the Event of Default or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

**27. COMPLIANCE WITH APPLICABLE LAW**

Subject to Section 5.4(xi)(B) of this Lease and the express terms of this Lease regarding Landlord's maintenance and repair obligations, Landlord's Delivery Obligation, Landlord's Special Representation, Landlord's CC&R Representation, Landlord's Compliance Obligation and Landlord's Latent Defects Obligation, Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any Applicable Law. At its sole cost and expense (subject to the proviso that immediately follows in this sentence), Tenant shall promptly comply with all Applicable Law in connection with this Lease; provided, that Tenant shall not be required to make changes to the Building structure or systems or Common Areas unless required because of Tenant's specific use (as opposed to normal and customary office use) or improvement that is not a normal and customary office improvement, and subject to Tenant's right to, in accordance with the terms of this Lease, cease the specific use or remove the improvement in question so Applicable Law is no longer violated. Should any standard or regulation now or hereafter be imposed on Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety

standards for employers, employees or tenants, then Tenant agrees, at its sole cost and expense (subject to the proviso that immediately follows in this sentence), to comply promptly with such standards or regulations to the extent required for the Premises or otherwise in connection with this Lease; provided, that Tenant shall not be required to make changes to the Building structure or systems or Common Areas unless required because of Tenant's specific use (as opposed to normal and customary office use) or improvement that is not a normal and customary office improvement, and subject to Tenant's right to, in accordance with the terms of this Lease, cease the specific use or remove the improvement in question so Applicable Law is no longer violated. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant. Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, the parties specifically agree that if Landlord receives notice from a governmental entity that a portion of the Project that does not consist of the Premises (specifically excluding the restrooms located in the Premises) is in violation of Applicable Law and such violation was caused by any Tenant Improvements or Alterations that are normal and customary office improvements, Landlord shall, within a reasonable period of time, cause any such non-compliance to be remedied in accordance with, and subject to, the terms of this Lease without cost or expense to Tenant.

**28. BENEFIT**

Subject to the provisions of Article 13 hereof, the rights, duties and liabilities created hereunder shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

**29. PROHIBITION AGAINST RECORDING**

Except as provided in this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under, or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

**30. TRANSFER OF LANDLORD'S INTEREST**

Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project and Building and in this Lease (Tenant shall be provided with notice of any such transfer), and Tenant agrees that in the event of any such transfer and a transfer of the Security Deposit, Landlord shall automatically be released from all liability under this Lease for events occurring from and after the date of such transfer and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder from and after the date of transfer. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage/deed of trust lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

**31. FORCE MAJEURE**

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, "Force Majeure"), except with respect to any payment obligation of either party in connection with this Lease (including, without limitation, Tenant's obligation to pay any Rent in connection with this Lease), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay, or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

**32. LIMITATION OF LIABILITY**

It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any Applicable Law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Project (which shall include, without limitation, the Building, unencumbered insurance proceeds, condemnation proceeds, proceeds of sale and rents and other income from the Project), and neither Landlord, nor any of its constituent partners, shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. With the exception of Landlord's right to consequential damages as provided in Section 37 of this Lease, under no circumstances shall Landlord or Tenant be liable for consequential damages, including, without limitation, injury to either party's business or for any loss of income or profit therefrom; provided, that the foregoing shall not be deemed to limit Landlord's remedies with respect to any Rent payable to Landlord.

**33. LANDLORD'S EXCULPATION; CBRE GLOBAL AS SIGNATORY**

This Lease is being executed by CBRE Global Investors, LLC, a Delaware limited liability company ("CBRE Global"), as investment manager for California State Teachers' Retirement System, a public entity created pursuant to the laws of the State of California ("CALSTRS"), the sole member of Landlord, and Landlord represents and warrants to Tenant that CBRE Global is properly and duly authorized to so bind Landlord. No present or future officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent of Landlord or CALSTRS shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent under or in connection with this Lease or any other document or instrument heretofore or hereafter executed in connection with this Lease. Tenant hereby waives and releases any and all such personal liability and recourse; however, the preceding clause shall in no manner restrict Tenant's recourse against Landlord itself pursuant to the terms and conditions of this Lease. The limitations of liability provided in this Article 33 are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by Applicable Law or in any other contract, agreement or instrument. Tenant further

acknowledges that CBRE Global has entered into this Lease as investment manager to CALSTRS, the sole member of Landlord, and Tenant agrees that all persons dealing with CBRE Global must look solely to Landlord for the enforcement of any Claims arising under this Lease (subject to the limitations upon Landlord's liability set forth above), as neither CBRE Global nor any of its affiliated entities (including, but not limited to, CBRE, Inc. and CBRE Services, Inc.) nor any of their respective officers, directors, agents, managers, trustees, employees, members, investment managers, partners or shareholders assume any personal, corporate, partnership, limited liability company, or other liability for any of the obligations entered into by CBRE Global as investment manager for CALSTRS, the sole member of Landlord.

#### **34. BUILDING RENOVATIONS**

Tenant hereby acknowledges that Landlord may during the Term renovate, improve, alter, maintain, repair or modify (collectively, the "Renovations") the Project and/or the Premises, which Renovations may include, without limitation, (i) installing sprinklers in the Common Areas and tenant spaces, (ii) modifying the Common Areas and tenant spaces to comply with Applicable Laws, including, without limitation, regulations relating to the physically disabled, and (iii) installing new carpeting, lighting, and wall coverings in the Common Areas. Subject to Section 17.4 above and Landlord's Indemnification Obligation, Tenant hereby agrees that such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Subject to Section 17.4 above and Landlord's Indemnification Obligation, Landlord shall have no responsibility, or for any reason be liable, to Tenant for any injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of tenant's personal property or improvements resulting from the Renovations, or for any inconvenience or annoyance occasioned by such Renovations. Without limitation as to the foregoing, Landlord shall, in connection with any Renovations, exercise commercially reasonable efforts to minimize interference with Tenant's use of or access to the Premises. Nothing contained in this paragraph shall be deemed to permit Landlord to include in Operating Costs any costs that are expressly excluded under Section 5.4 above.

#### **35. ATTORNEYS' FEES**

If either party commences litigation against the other for the specific performance of this Lease, for damages for breach hereof or otherwise for enforcement of any remedy or interpretation hereunder, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, as well as reasonable attorneys' fees and costs incurred in enforcing any judgment against the non-prevailing party.

#### **36. SURRENDER OF THE PREMISES**

Tenant shall peaceably surrender the Premises (including any Tenant Improvements that Tenant shall not be required to remove pursuant to the terms of this Lease and the Tenant Work Letter) to Landlord on the Expiration Date or earlier termination of this Lease, in broom-clean condition and in substantially as good condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises caused by the removal of any of

Tenant's personal property or trade fixtures from the Premises, except for reasonable wear and tear and loss by fire or other casualty not caused by Tenant or its agents, and subject to Section 7.4. Notwithstanding anything to the contrary contained herein, on or before the Expiration Date or any earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense and in compliance with the National Electric Code and other Applicable Laws, either, at Tenant's election, (a) remove all electronic, fiber, computer, phone, data and other cabling and wiring and related equipment that has been installed in or around the Premises in connection with this Lease (collectively, the "Cabling"), or (b) leave all or any portion of such Cabling in place, in which event such Cabling or portion thereof shall be labeled by Tenant in accordance with the National Electric Code and other Applicable Law and surrendered with the Premises upon expiration or earlier termination of this Lease (the parties specifically agree that, if Tenant elects to leave such Cabling in place pursuant to this Section 36(b), Tenant shall not be required to remove any portion of such Cabling, even if such removal is required by Applicable Law, it being the specific intent of the parties that Landlord instead be responsible for causing any such removal). Subject to Section 7.4, any of Tenant's personal property left on or in the Premises, the Building or the Common Areas after the Expiration Date or earlier termination of this Lease shall, to the maximum extent permitted by Applicable Law, be deemed to be abandoned without any further notice whatsoever to Tenant by Landlord, and, at Landlord's option, Landlord may dispose of said property in any manner it deems appropriate (including, without limitation, pursuant to Section 1980 et seq. of the California Civil Code), without compensation to Tenant, and title to said property shall pass to Landlord under this Lease. Landlord reserves the right to charge Tenant for the removal, storage and disposition of any of Tenant's personal property left within any portion of the Project.

### 37. HOLDING OVER

If Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, Tenant shall be deemed to be a month to month tenant upon all of the terms and conditions of this Lease; provided, that the monthly Base Rent shall, for the first (1<sup>st</sup>) month of any such holdover, be 125% and, thereafter, 150% of, in either such case, the monthly Base Rent in effect during the last month of the Term (or that would be in effect irrespective of any credits, abatements, offsets or other reductions). The provisions of this Article 37 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or under Applicable Law, unless otherwise expressly agreed by Landlord in writing in Landlord's sole and absolute discretion. If Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises by any legal process in force in the state in which the Project is located, and, if Tenant holds over after Landlord delivers at least ninety (90) days prior written notice to Tenant stating that Landlord does not consent to any such holding over, and further stating, in bold, all-capital letters, that Landlord believes it has a replacement tenant for the Premises, and that if Tenant holds over at any time after the date that is ninety (90) days after the date of such notice, Tenant shall be liable for any applicable consequential damages, Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with Tenant's holding over, including, without limiting the generality of the foregoing, the cost of unlawful detainer proceedings instituted by Landlord against Tenant, increased construction costs to Landlord as a result of Landlord's inability to timely commence

construction of tenant improvements for a new tenant for the Premises, lost profits and any other damages to the extent caused by Landlord's inability to timely deliver the Premises to such new tenant, and any Claim against Landlord made by any succeeding tenant or prospective tenant.

**38. JOINT AND SEVERAL LIABILITY OF TENANT**

Intentionally Deleted.

**39. GOVERNING LAW**

This Lease shall be construed and enforced in accordance with the laws of the state in which the Project is located.

**40. SUBMISSION OF LEASE**

Submission of this instrument for examination or execution by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

**41. BROKERS**

Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 1.12 (the "Brokers"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to protect, defend, indemnify and hold the other harmless from and against any and all Claims in any way arising or resulting from or in connection with any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers. Any commission due to the Brokers in connection with this Lease shall be payable by Landlord pursuant to the terms of a separate agreement. The terms of this Article 41 shall survive the expiration or earlier termination of the Term.

**42. HAZARDOUS MATERIALS**

**42.1** As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes," "infectious wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any Applicable Laws (for such purposes, "Environmental Laws"), including, without limitation, petroleum based products, printing inks, acids, pesticides, asbestos, PCBs and similar compounds, and including any different products and materials that are subsequently found to have adverse effects on the environment or the health and safety of persons.

**42.2** Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises or, to the extent arising out of or related to the use or occupancy of the Premises, the Project,



except for customary and ordinary office and cleaning products, such as toner cartridges and cleaning solutions, used by tenants generally in Comparable Buildings (which Tenant shall cause to be used in compliance with Applicable Law in any such event). Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all Claims (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom or in connection therewith, punitive damages, consultants' and experts' fees and amounts paid in settlement and civil, administrative and criminal penalties, injunctive or other relief) in any way arising or resulting from or in connection with a breach of the terms of the immediately preceding sentence. Upon expiration or earlier termination of this Lease, Tenant shall cause any Hazardous Materials arising out of or related to the use or occupancy of the Premises and not caused by Landlord, Landlord's agents, employees or contractors to be removed from the Premises and the Project and properly transported for use, storage or disposal in accordance with all Applicable Laws. The indemnification obligations contained in this Section 42.2 shall survive the expiration or earlier termination of this Lease.

**42.3** Landlord shall not generate, store, dispose or otherwise handle in or about the Premises any Hazardous Material other than quantities reasonably necessary to operate and maintain the Project, and in all such events in compliance with Applicable Law (including, without limitation, Environmental Law). Landlord shall protect, defend, indemnify and hold Tenant harmless from and against any and all Claims (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom or in connection therewith, punitive damages, consultants' and experts' fees and amounts paid in settlement and civil, administrative and criminal penalties, injunctive or other relief) in any way arising or resulting from or in connection with a breach of the terms of the immediately preceding sentence, or any breach of Landlord's Special Representation regarding Environmental Laws as provided in Section 6 above, except to the extent any such breach is caused or knowingly exacerbated by Tenant. The indemnification obligations contained in this Section 42.3 shall survive the expiration or earlier termination of this Lease. Landlord acknowledges and agrees that, except to the extent caused or knowingly exacerbated by Tenant, Tenant shall not be responsible for the remediation of any Hazardous Material contamination of the Premises that exists prior to the Lease Date.

#### **43. LANDLORD'S RESERVATIONS**

In addition to the other rights of Landlord under this Lease, Landlord reserves the right to change the street address and/or name of the Building with at least thirty (30) days prior written notice to Tenant without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Premises; provided, however, that Landlord shall not voluntarily elect to change the name or street address of the Building without reimbursing Tenant for the reasonable costs of re-printing the same quantity (up to a maximum of three (3) months) and quality of Tenant's business cards and other stationary then existing and rendered obsolete by such change. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent; nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to

Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease, at law or in equity. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent. Pursuant to the requirements of California Code of Civil Procedure Section 1161.1(c), Tenant is hereby placed on actual notice that Landlord's acceptance of Rent shall not constitute a waiver by Landlord of (a) any preceding breach by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted; or (b) any of Landlord's rights, including, without limitation, any rights Landlord may have to recover possession of the Premises or to sue for any remaining Rent owed by Tenant.

#### **44. PARKING**

Effective as of the Commencement Date, Tenant shall have the right to lease or surrender the Spaces upon Tenant's compliance with all reasonable parking rules and regulations issued from time to time by Landlord (provided, that, any such rules and regulations existing as of the Lease Date shall be deemed reasonable for such purposes) and upon payment of the prevailing parking rates as in effect from time to time (the "Prevailing Rates"; as of the Lease Date, \$155.00 per unreserved space per month, \$255.00 per reserved space per month and \$270.00 per executive valet space per month); provided, that, so long as Tenant is not in a Material Event of Default, the Prevailing Rates for the Spaces shall be abated and Tenant shall not be obligated to pay such Prevailing Rates for the Spaces (the "Limited Parking Abatement") during the first twelve (12) months of the initial Term (i.e. beginning on the Commencement Date and continuing for a period of twelve (12) months thereafter); and provided, further, that, so long as Tenant is not in a Material Event of Default, Tenant shall be entitled to a twenty percent (20%) discount on visitor parking validations if and to the extent any such validations are purchased by Tenant at the same time and in increments of at least \$1,000.00 (the "Visitor Parking Discount"). The Prevailing Rates shall not materially exceed market rates for comparable parking spaces in Comparable Buildings, provided that, the Prevailing Rates in effect as of the Lease Date shall be deemed reasonable and not materially in excess of such market rates for such purposes. If at any time during the Term, for a period of six (6) or more consecutive months, Tenant ceases to use or, subject to the Limited Parking Abatement, pay any amounts owed for one (1) or more of the Spaces, then Tenant shall have no further right to rent such unused Space(s) except as provided in the following sentence. Tenant shall have the right to lease from Landlord for Tenant's use, additional spaces at the Prevailing Rates, as and when made available to Tenant by Landlord. Tenant's parking rights and privileges are personal only to the Named Tenant or any Permitted Transferee, and, except with respect to any Permitted Transfer, may not be otherwise assigned, subleased or transferred or succeeded to unless pursuant to a Transfer that is consented to by Landlord in accordance with, and subject to, the terms of this Lease; provided, that, notwithstanding the foregoing, the Limited Parking Abatement and the Visitor Parking Discount shall in no event be transferrable by the Named Tenant.

#### **45. GUARANTY**

Landlord's execution of this Lease is conditioned upon its receipt of a guaranty of Tenant's obligations under this Lease (the "Guaranty") executed by the guarantor named in Section 1.13, such Guaranty to be in substantially the same form as that attached to this Lease

and incorporated herein as Exhibit E. The execution of such Guaranty is a material inducement to Landlord to enter into this Lease.

#### **46. CONFIDENTIALITY**

Landlord and Tenant acknowledge and agree that the terms of this Lease and any future amendments or other agreements in connection with this Lease are confidential and constitute proprietary information of both Landlord and Tenant. Disclosure of the terms could adversely affect the ability of both parties to negotiate other leases and impair the parties' relationship with other tenants and each other. Accordingly, each of Tenant and Landlord agrees that it, and its partners, agents, representatives, officers, directors, employees and attorneys, shall not disclose, either directly or indirectly, any of the terms or conditions of this Lease or any future amendments or other agreements in connection with this Lease, to any person or entity (including, without limitation, any existing or prospective tenant of Landlord); provided, however, that nothing contained herein shall be deemed to prohibit (a) either party from making any such disclosure (i) to personnel, counsel, brokers or other agents or consultants employed by such party, as reasonably necessary for such party's performance of its obligations under this Lease, (ii) for tax reporting purposes, or (iii) to the extent required under Applicable Laws (including, without limitation, in connection with any legal action between Landlord and Tenant), (b) Tenant from making any such disclosure, if for a legitimate business purpose, to (i) prospective subtenants or assignees under this Lease, (ii) any government auditors of Tenant's business operations, and (iii) customers and accountants of Tenant, or (c) Landlord from making any such disclosure (i) to any of Landlord's lenders, appraisers, brokers and attorneys, (ii) in connection with any sale, financing or refinancing of the Building, or (iii) in connection with any other legitimate business purpose of Landlord. The preceding provisions of this paragraph shall not apply to, or bar or limit any legal action between Tenant and Landlord to enforce this Lease.

#### **47. INTERPRETATION OF LEASE**

Landlord and Tenant have had the opportunity to review and revise this Lease. As such, this Lease shall be construed and interpreted as the joint work product of Landlord and Tenant and/or their attorneys. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in any interpretation of this Lease. This Lease and all of its terms shall be construed equally as to Landlord and Tenant. The headings to sections of this Lease are for convenient reference only and shall not be used in interpreting this Lease. As used in this Lease, a "Material Event of Default" shall mean any monetary default under this Lease by Tenant beyond all applicable notice and cure periods, and any other material default under this Lease by Tenant beyond all applicable notice and cure periods.

#### **48. ACKNOWLEDGMENT, REPRESENTATION AND WARRANTY REGARDING PROHIBITED TRANSACTIONS**

Tenant has been informed by Landlord that CALSTRS is a unit of the California State and Consumer Services Agency established pursuant to Title I, Division 1, Part 13 of the California Education Code, Sections 22000 et seq., as amended (the "Ed Code"), and that, as a result, Landlord is prohibited from engaging in certain transactions with a "school district or other employing agency" or a "member, retirant or beneficiary" (as those terms are defined in the

Ed Code). In addition, Tenant has been informed by Landlord that Landlord may be subject to certain restrictions and requirements under the Internal Revenue Code, 26 U.S.C. Section 1 et seq. (the "Code"). Accordingly, Tenant hereby advises Landlord that, to Tenant's actual knowledge without duty of investigation or inquiry, and subject to the last sentence of this Section, (a) Tenant is neither a school district or other employing agency nor a member, retirant or beneficiary within the meaning of the Ed Code; (b) Tenant has not knowingly made any contribution or contributions to CALSTRS or Landlord; (c) neither a school district or other employing agency, nor a member, retirant or beneficiary (as such terms are defined in the Ed Code), nor any person who has made any contribution to CALSTRS or Landlord, nor any combination thereof, is knowingly related to Tenant by any relationship described in Section 267(b) of the Code; (d) subject to any brokerage commissions and Rent payable in connection with this Lease, neither CBRE Global, its affiliates, related entities, agents, officers, directors or employees, nor any CALSTRS or Landlord trustee, agent, related entity, affiliate, employee or internal investment contractor (both groups collectively, "Landlord Affiliates") has received or will receive, directly or indirectly, any payment, consideration or other benefit from, nor does any Landlord Affiliate have any agreement or arrangement with, Tenant or any person or entity affiliated with Tenant relating to the transactions contemplated by this Lease; and (e) except for publicly traded shares of stock or other publicly traded ownership interests, no Landlord Affiliate has any direct or indirect ownership interest in Tenant or any person or entity affiliated with Tenant. Landlord acknowledges that (i) Tenant and/or such entities affiliated with Tenant may be publicly held companies, and one or more Landlord Affiliates may own shares in such companies, and (ii) such publicly held companies and their subsidiaries and affiliates (including, without limitation, Tenant) may employ former teachers who may have made contributions to Landlord. Landlord also acknowledges that Tenant may contract with CBRE Global entities for a number of services, including, but not limited to, management and brokerage services. In addition, and notwithstanding anything to the contrary contained in this Section, Tenant shall not be responsible for any violation by Landlord or its affiliates if the execution of this Lease by Landlord or its affiliates is found to have constituted a prohibited transaction pursuant to the foregoing terms of this Section, nor shall Tenant be liable for any damages incurred by Landlord or its affiliates as a result of such violation, unless Tenant willfully and knowingly made a false representation under this Section, and the damages incurred by Landlord or its affiliates are directly attributable to such false representation.

**49. WAIVER OF REDEMPTION AND JURY TRIAL**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TENANT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION CONFERRED BY STATUTE OR OTHERWISE, AND, WITH RESPECT TO ANY LITIGATION ARISING OUT OF THIS LEASE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY AND, IN CONNECTION WITH ANY UNLAWFUL DETAINER, EVICTION OR OTHER PROCEEDING BROUGHT BY LANDLORD TO RECOVER POSSESSION OF THE PREMISES FROM TENANT, THE RIGHT TO FILE IN SUCH ACTION ANY COUNTERCLAIMS OR CROSS-CLAIMS AGAINST THE OTHER (OTHER THAN COMPULSORY COUNTERCLAIMS OR CROSS-CLAIMS). The foregoing shall not, however, be construed as a waiver of Tenant's right to assert any claim in a separate action brought by Tenant against Landlord.

**50. SECURITY**

LANDLORD SHALL HAVE NO RESPONSIBILITY TO PREVENT, AND SHALL NOT BE LIABLE TO TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS, VISITORS OR INVITEES FOR LOSSES DUE TO THEFT OR BURGLARY, OR FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY DONE BY PERSONS GAINING ACCESS TO THE PREMISES OR THE BUILDING, AND TENANT HEREBY RELEASES LANDLORD FROM ALL LIABILITY FOR SUCH LOSSES, DAMAGES OR INJURY, EXCEPT TO THE EXTENT CAUSED BY LANDLORD'S NEGLIGENCE OR WILLFUL MISCONDUCT.

**51. LIMITATION ON WARRANTIES**

Landlord's duties and warranties are limited to those expressly stated in this Lease and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by Landlord other than those contained in this Lease. To the maximum extent permitted by Applicable Law, and except as otherwise expressly set forth in this Lease, Tenant hereby waives any and all warranties, express or implied, with respect to the Premises that may exist by operation of law or in equity, including, without limitation, any warranty of habitability or fitness for a particular purpose.

**52. REPRESENTATIONS AND WARRANTIES**

**52.1 By Tenant to Landlord:**

Tenant hereby makes the following representations and warranties, each of which is material and being relied upon by Landlord, is true in all respects as of the date of mutual execution of this Lease, and shall survive the expiration or earlier termination of this Lease:

**52.1.1** If Tenant is an entity, Tenant is (and shall continue to be for as long as this Lease is in effect) duly organized, validly existing and in good standing under the laws of the state of its organization, and is (and shall continue to be for as long as this Lease is in effect) qualified to do business in the state in which the Premises is located, and the persons executing this Lease on behalf of Tenant have the full right and authority to execute this Lease on behalf of Tenant and to bind Tenant without the consent or approval of any other person or entity that has not already been obtained. Tenant has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. This Lease is a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms.

**52.1.2** Tenant has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (d) suffered the attachment or other judicial seizure of all or substantially all of its assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

**52.1.3** Tenant hereby represents and warrants to Landlord that, to Tenant's actual knowledge without duty of investigation or inquiry, Tenant is not: (a) in violation of any Anti-Terrorism Law; (b) conducting any business or engaging in any transaction

or dealing with any Prohibited Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (d) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including, without limitation, Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein, "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism". As used herein, "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. As used herein, "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may have been or may hereafter be amended.

## **52.2 By Landlord to Tenant:**

Landlord hereby makes the following representations and warranties, each of which is material and being relied upon by Tenant, is true in all respects as of the date of mutual execution of this Lease, and shall survive the expiration or earlier termination of this Lease:

**52.2.1** If Landlord is an entity, Landlord is (and shall continue to be for as long as this Lease is in effect) duly organized, validly existing and in good standing under the laws of the state of its organization, and is (and shall continue to be for as long as this Lease is in effect) qualified to do business in the state in which the Premises is located, and, subject to Section 33 above, the persons executing this Lease on behalf of Landlord have the full right and authority to execute this Lease on behalf of Landlord and to bind Landlord without the consent or approval of any other person or entity that has not already been obtained. Landlord has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. This Lease is a legal, valid and binding obligation of Landlord, enforceable in accordance with its terms.

**52.2.2** Landlord has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (d) suffered the attachment or other judicial seizure of all or substantially all of its assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

**52.2.3** Landlord hereby represents and warrants to Tenant that, to Landlord's actual knowledge without duty of investigation or inquiry, Landlord is not: (a) in violation of any Anti-Terrorism Law; (b) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (d) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person.

### **53. RIGHT OF FIRST OFFER**

**53.1 Offer Meeting.** Provided no Material Event of Default then exists, if Tenant in good faith desires to further expand the then-existing Premises by taking additional space in the Building (for such purposes, a "ROFO Space"), then, on no more than one (1) occasion during any calendar year, Tenant may notify Landlord in writing of such desire (a "ROFO Notice"), which written notice shall include a Financial Statement (if any such Financial Statement is required to be delivered by Tenant under the terms of this Lease). If Tenant duly delivers a ROFO Notice and any such Financial Statement (if any such Financial Statement is required to be delivered by Tenant under the terms of this Lease) to Landlord in accordance with the terms herein, Landlord and Tenant shall meet as soon as reasonably possible to discuss in good faith such desire of Tenant to potentially lease a ROFO Space (a "ROFO Meeting"). At any such ROFO Meeting, Landlord shall notify Tenant of any ROFO Space that Landlord in good faith expects to become available to lease (while leaving any contiguous space not leased by Tenant in a leasable, demisable and marketable condition, as determined by Landlord in its sole but good faith discretion) within the next twelve (12) months. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that examples of Landlord making a good faith determination that any particular space is not available as a ROFO Space specifically include, without limitation, the following: such particular space (a) is subject to an existing lease or other occupancy agreement, (b) is the subject of bona-fide, ongoing negotiations between Landlord and any third party or any then-existing offer from Landlord to any third party (i.e., as evidenced by an agreed-upon and then-applicable letter of intent or then-applicable lease negotiations), (c) is subject or can reasonably be interpreted to be subject to any rights of other parties in connection with any other agreements, including, without limitation, expansion, relocation and renewal rights, (d) might reasonably be expected by Landlord to be used to relocate an existing occupant of the Project, (e) might, if leased to Tenant, reasonably be expected to cause Landlord to lose or materially damage Landlord's relationship with an existing occupant of the Project, or otherwise materially and adversely impact Landlord's business operations, (f) might reasonably be expected by Landlord to be part of a larger offering of space, or (g) is not separately demised.

**53.2 Lease of ROFO Space.** If any ROFO Space is available for lease by Tenant in accordance with the foregoing and Tenant elects to lease such ROFO Space, then Tenant shall deliver written notice thereof to Landlord (a "ROFO Acceptance Notice") within five (5) business days following the ROFO Meeting, or Tenant's right to lease any ROFO Space

in connection with such ROFO Meeting shall expire and be of no force or effect (and Landlord may lease any such ROFO Space to any other person or entity in Landlord's sole and absolute discretion). If Tenant timely delivers such ROFO Acceptance Notice, then such delivery shall be binding, Landlord and Tenant shall enter into an amendment of this Lease for Tenant's lease of such ROFO Space in accordance with, and subject to, the terms herein, and Landlord and Tenant shall have fifteen (15) business days after such timely delivery by Tenant of such ROFO Acceptance Notice (such fifteen (15) business day period shall be known herein as the "ROFO Discussion Period") to attempt to negotiate the material economic terms/ROFO Fair Market Rental Value (as defined below) for Tenant's lease of the applicable ROFO Space. If Landlord and Tenant fail to agree upon such ROFO Fair Market Rental Value during such ROFO Discussion Period, the parties shall determine such ROFO Fair Market Rental Value in accordance with the terms of Section 53.3 below. At any time that Landlord and Tenant agree to the ROFO Fair Market Rental Value for such ROFO Space (whether under this paragraph or under Section 53.3 below), then Landlord and Tenant shall execute an amendment to this Lease, effective as of the date the ROFO Space is to be included as part of the Premises, on the terms agreed to by Landlord and Tenant and, to the extent not inconsistent with such terms, upon all of the terms and conditions of this Lease; provided, that, (a) the Special Terms shall not apply with respect to Tenant's lease of the Offer Space, (b) the terms of this Section 53 shall thereafter be void and of no further force or effect, (c) to the extent not inconsistent with the terms of the Offer Notice, Tenant's Proportionate Share shall be increased in accordance with the Proportionate Share Formula and the Security Deposit shall be increased to an amount equal to the Base Rent to be paid by Tenant for the last full month of the then-applicable Term for the entire Premises (as expanded hereby) (or that would be paid irrespective of any credits, abatements, offsets or other reductions), and (d) the commencement date for such ROFO Space, along with any scope of work to be performed in connection with the initial delivery of such ROFO Space to Tenant, shall, to the extent not part of the ROFO Fair Market Rental Value determination, be as determined by Landlord in its sole but good faith discretion.

**53.3 Determination of ROFO Fair Market Rental Value.** As used in this Lease, the "ROFO Fair Market Rental Value" shall mean the then-prevailing annual market rental value (which may include increases during the term applicable to the ROFO Space under this Section 53.3 and adjustments for then-prevailing market concessions for similarly situated tenants of similar credit entering into similar leases for a similar term, including, if applicable, tenant improvement allowances and free rent) for office space of comparable size, quality and location to the ROFO Space in Comparable Buildings. If Landlord and Tenant have not agreed upon the ROFO Fair Market Rental Value upon the expiration of the ROFO Discussion Period, then, within five (5) business days thereafter, each of Landlord and Tenant shall simultaneously submit to the other, in a sealed envelope, its good faith determination of the ROFO Fair Market Rental Value (a "ROFO Determination"). If the ROFO Determinations submitted by Landlord and Tenant are within five percent (5%) of each other, the ROFO Fair Market Rental Value shall be deemed to be the average of the two (2) submitted ROFO Determinations and no appraisal procedure shall be required. If, however, the ROFO Determinations are not within five percent (5%) of each other, then, within fifteen (15) business days thereafter, Landlord and Tenant shall jointly appoint an Arbitrator (as defined in Section 3.2.5 above), which Arbitrator shall, within twenty (20) days following the Arbitrator's appointment, determine and report in writing to Landlord and Tenant the ROFO Fair Market Rental Value by selecting either Landlord's or Tenant's determination of the ROFO Fair Market Rental Value, according to whichever of the



applicable determinations is closer to the ROFO Fair Market Rental Value, as determined by the Arbitrator. If Landlord and Tenant cannot agree on the Arbitrator in accordance with the foregoing, Landlord or Tenant may apply to the Presiding Judge (or the regional equivalent) in the Superior Court (or the regional equivalent) of the State in which the Premises is located for the County in which the Premises is located to appoint the Arbitrator in accordance with the aforementioned criteria. The Arbitrator shall have no discretion other than to select Landlord's or Tenant's determination of the ROFO Fair Market Rental Value as aforesaid. The costs of the Arbitrator shall be shared equally by Landlord and Tenant, and each of Landlord and Tenant shall reasonably cooperate with the Arbitrator in providing documentation and any other reasonable evidence regarding how Landlord or Tenant, as applicable, arrived at its determination of the ROFO Fair Market Rental Value. If the ROFO Space under this Section 53 is added to the Premises prior to the final determination of the ROFO Fair Market Rental Value, Tenant shall pay to Landlord the average of the ROFO Fair Market Rental Value fixed by Tenant and the ROFO Fair Market Rental Value fixed by Landlord, subject to adjustment upon resolution of such dispute.

**53.4 Limitations/Termination.** Notwithstanding anything to the contrary contained in this Section 53, (a) Tenant's rights under this Section 53 shall be subject and subordinate to then-existing rights of other tenants and occupants and the right of Landlord to extend or renew the lease or other occupancy agreement of any tenant or other occupant of any ROFO Space or to enter into a new lease or other occupancy agreement with such tenant or other occupant in lieu of an extension or renewal, regardless of whether or not such tenant or other occupant has any current right to extend or renew, (b) Tenant's rights under this Section 53 shall be suspended if an Event of Default exists until such time, if ever, that such Event of Default is cured, (c) Tenant may not exercise its rights under this Section 53 if Tenant is not then occupying the entire Premises, and (d) if there would, at the time of the amendment adding the ROFO Space to this Lease, be an Event of Default, such ROFO Space shall not be so added until such time, if ever, that such Event of Default is cured. In addition, notwithstanding anything to the contrary contained in this Section 53, Tenant's rights under this Section 53 shall terminate and be of no further force or effect if (i) this Lease or Tenant's right to possession of the Premises is terminated, or if the Premises consists of less than 35,920 rentable square feet, (ii) there is any Transfer that does not consist of a Permitted Transfer, (iii) less than one (1) year remains in the then-applicable Term, or (iv) at any time, there have been more than two (2) Material Events of Default. Tenant's rights under this Section 53 shall be personal only to Named Tenant or any Permitted Transferee and may not be exercised by any other assignee, subtenant or other transferee of or successor to any portion of the Named Tenant's interest in this Lease or to the Premises. If Tenant declines, fails or is otherwise unable to exercise its rights under this Section 53, Tenant shall, promptly following Landlord's request therefor, acknowledge such failure in writing for the benefit of Landlord.

#### **54. PARKING SOFTWARE WORK**

In consideration of Tenant's agreement to enter into this Lease, Landlord shall cause the software for the automated gates serving the Parking Garage to include a so-called "carpooling" function that allows multiple users to be assigned to each access card provided to Tenant for use of the Parking Garage (the "Parking Software Work"). Tenant shall reimburse Landlord for the costs of the Parking Software Work, up to a maximum total amount of \$5,000.00 (the "Cap"),

within thirty (30) days following Landlord's written request therefor (which written request shall also include reasonable supporting documentation of such costs), and Landlord shall use commercially reasonable efforts in accordance with Building-standards and without discriminating against Tenant to attempt to prosecute the Parking Software Work to completion by the Commencement Date. Tenant shall at all times cooperate reasonably and in good faith in connection with Landlord's prosecution of the Parking Software Work, including, without limitation, by promptly responding to matters arising in connection with the Parking Software Work. Notwithstanding any estimate, projection or statement that may be made by Landlord or any contractor, representative or agent of Landlord, Landlord shall not be deemed to guaranty the cost of the Parking Software Work. Subject to the Cap, Tenant shall pay to Landlord (or any party designated by Landlord) all costs of the Parking Software Work within thirty (30) days of receipt of a bill and reasonable supporting documentation (e.g., an invoice) therefor. All materials used and installed in connection with the Parking Software Work shall be deemed Landlord's property under the terms of this Lease.

#### **55. TERMINATION RIGHT**

Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the one-time right (the "Termination Right") to terminate this Lease effective as of 11:59:59 p.m. Pacific Standard Time on January 31, 2019 (the "Termination Date"), provided that, as a condition precedent to such early termination: (a) Landlord shall have received written notice (the "Termination Notice") from Tenant on or before January 31, 2018 (the "Outside Termination Notice Date") stating that Tenant intends to terminate this Lease pursuant to the terms of this Section; (b) concurrently with Landlord's receipt of the Termination Notice, Landlord receives from Tenant a termination fee in the amount of Two-Million Four-Hundred Forty-Three Thousand Four-Hundred Fifty-Eight and 72/100 Dollars (\$2,443,458.72); and (c) Tenant shall cure any default under this Lease. Provided that Tenant performs all of the foregoing in accordance with the terms of this Section, this Lease shall automatically terminate and be of no further force or effect (except as set forth below) as of the Termination Date and Landlord and Tenant shall thereafter be relieved of their respective obligations under this Lease; provided, however, and notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant shall have all the rights and remedies with respect to any obligation of the other under this Lease that accrues on or prior to the Termination Date and is not satisfied by such other party on or prior to the Termination Date (e.g., obligations regarding indemnity, insurance, maintenance and repair, surrender of the Premises and with respect to Tenant's payment of any Rent; without limiting the generality of the foregoing, such payment obligations shall specifically include the payment of any amounts owed in connection with any future reconciliation of Operating Costs in accordance with the terms of this Lease), and with respect to any obligations of Landlord or Tenant that expressly survive the expiration or earlier termination of this Lease. Upon Tenant's delivery of the Termination Notice, Tenant's right to exercise the Option Term shall terminate and be of no further force or effect. If Tenant exercises the Termination Right in accordance with the terms herein, on the Termination Date, Tenant shall vacate the Premises and surrender and deliver exclusive possession thereof to Landlord in accordance with the terms of this Lease. The Termination Right shall expire and be of no further force or effect if Tenant fails to deliver the Termination Notice to Landlord by the Outside Termination Notice Date. If Tenant exercises the Termination Right in accordance with the terms of this Section but retains possession of the Premises or any part thereof after the

Termination Date, then, in addition to all other rights and remedies Landlord may have pursuant to this Lease and at law and in equity, Tenant shall be deemed a holdover tenant and the provisions of Section 37 of this Lease shall apply. Tenant's rights contained in this Section shall be personal only to the Named Tenant or any Permitted Transferee (and may not be exercised by any other assignee, sublessee or other transferee of or successor to the Named Tenant's interest in this Lease or to the Premises).

**56. QUIET ENJOYMENT**

Tenant, upon paying the Rent and performing all of its other obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease.

**57. COUNTERPARTS**

This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

**[SIGNATURE PAGE FOLLOWS]**

confidential  
Andrew Kao

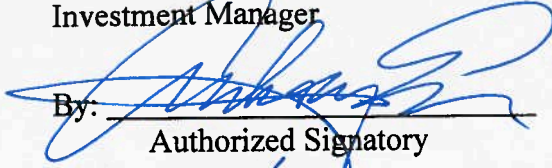
**IN WITNESS WHEREOF**, the parties hereto have executed or caused this Lease to be executed by their authorized agents as of the Lease Date.

**“LANDLORD”:**

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

By: CBRE Global Investors, LLC, a Delaware limited liability company  
Its: Investment Manager

By:   
Authorized Signatory

By:   
Authorized Signatory


**“TENANT”:**

**CRYSTAL CRUISES, INC.,**  
a California corporation

By: 

Name: Gregg L. Michel

Its: President

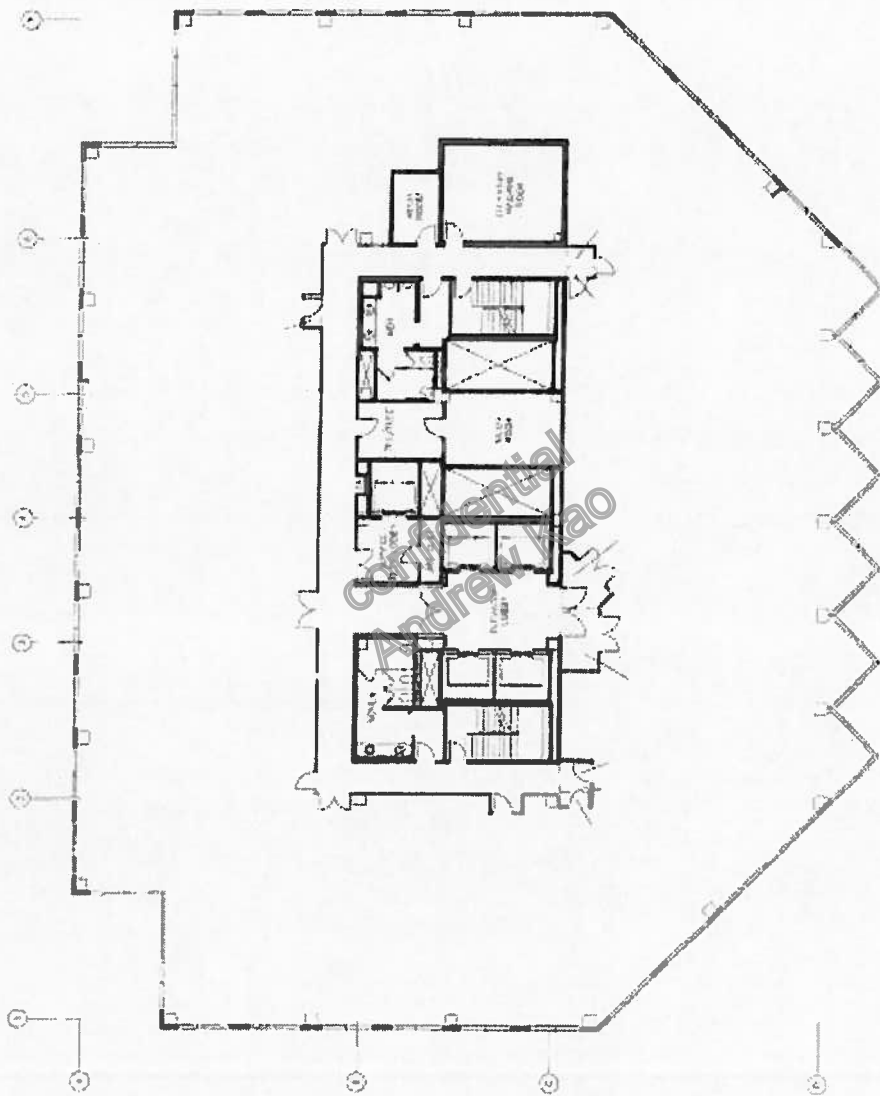
By: 

Name: Nobuyoshi Kuzuya

Its: Chairman & CEO

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Andrew Kao

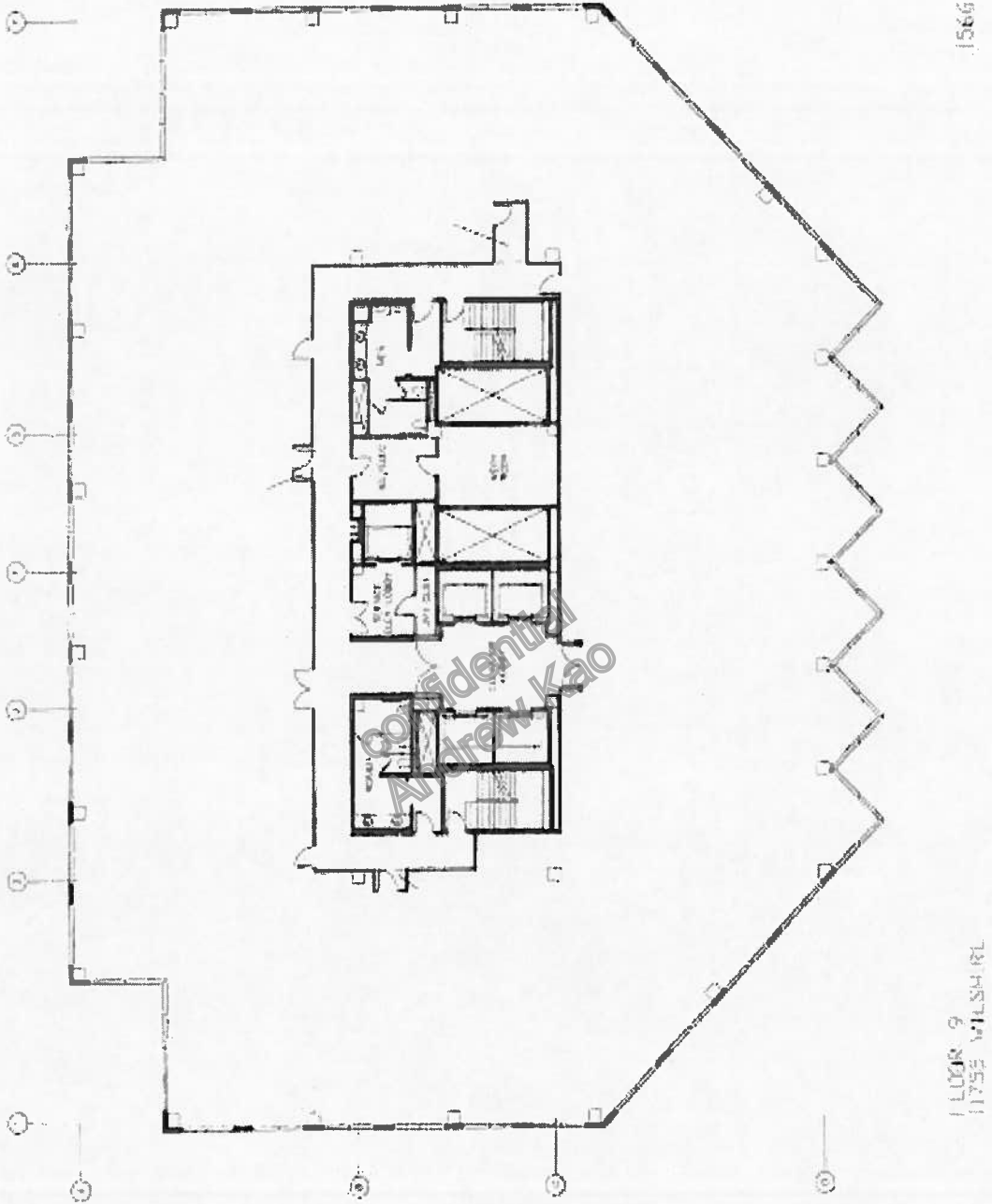
**EXHIBIT A**  
**OUTLINE OF PREMISES**  
**Suite 800**



1566

1705 V.H. SHIRT

Suite 900



1566

FLOOR 9  
1755 WILSHIRE

## **EXHIBIT B**

### **TENANT WORK LETTER**

This Tenant Work Letter shall set forth the terms and conditions relating to the construction of the Tenant Improvements (as hereinafter defined). This Tenant Work Letter is essentially organized chronologically and addresses the issues of the construction of the Tenant Improvements, in sequence, as such issues will likely arise during the actual construction of the Tenant Improvements. All references in this Tenant Work Letter to "the Lease" shall mean the relevant portions of the Standard Form Office Lease to which this Tenant Work Letter is attached as Exhibit B and of which this Tenant Work Letter forms a part, and all references in this Tenant Work Letter to Sections of "this Tenant Work Letter" shall mean the relevant portions of Sections 1 through 5 of this Tenant Work Letter.

#### **SECTION 1** **THE PREMISES**

Intentionally Deleted.

#### **SECTION 2** **TENANT IMPROVEMENTS**

**2.1 Tenant Improvement Allowance.** Subject to the terms herein, Tenant shall be entitled to a one-time improvement allowance (the "Tenant Improvement Allowance") in the amount of up to \$2,271,100.00, for the hard and soft costs reasonably relating to the demolition, design and construction of Tenant's initial improvements for the Premises (the "Tenant Improvements"). Notwithstanding anything to the contrary contained herein, if any portion of the Tenant Improvement Allowance is not used by Tenant within twenty-four (24) months following the Commencement Date, then such portion shall be deemed waived with no further obligation by Landlord with respect thereto. In no event shall Landlord be obligated to make disbursements pursuant to this Tenant Work Letter in a total amount that exceeds the Tenant Improvement Allowance, and in no event shall Tenant be entitled to any excess, credit, deduction or offset against Rent for any unused portion of the Tenant Improvement Allowance. Tenant shall be responsible for and shall timely pay all costs of the Tenant Improvements in excess of the Tenant Improvement Allowance. All Tenant Improvements (specifically excluding any furniture, fixtures or equipment of Tenant, which shall remain Tenant's property) shall be deemed Landlord's property under the terms of the Lease.

#### **2.2 Disbursement of the Tenant Improvement Allowance.**

**2.2.1 Tenant Improvement Allowance Items.** Except as otherwise set forth in this Tenant Work Letter, the Tenant Improvement Allowance shall be disbursed by Landlord for all costs reasonably related to the design and construction of the Tenant Improvements, including, without limitation, for the following items and costs (collectively, the "Tenant Improvement Allowance Items"): (a) payment of the fees of the project manager, the "Architect" and the "Engineers," as those terms are defined in Section 3.1 of this Tenant Work Letter, and payment of the reasonable fees incurred by, and the cost of reasonable documents and materials

supplied by, Landlord and Landlord's consultants (including, without limitation, any structural or mechanical engineers) in connection with the preparation and review of the "Construction Drawings," as that term is defined in Section 3.1 of this Tenant Work Letter (provided that any such fees and costs that do not materially exceed those commonly charged and/or incurred by landlords of Comparable Buildings in connection with such work shall be deemed reasonable for such purposes); (b) the cost of "Permits," as that term is defined in Section 3.4 of this Tenant Work Letter; (c) the cost of any changes in the base, shell and core of the Project on which the Premises is located (the "Base, Shell and Core") required by the Construction Drawings; (d) the cost of any changes to the Construction Drawings or Tenant Improvements required by applicable building codes (the "Code"); and (e) the costs of the Tenant demising walls and public corridor walls and materials, if any, required by the Construction Drawings.

**2.2.2 Disbursements.** Tenant shall deliver to Landlord: (a) a request for payment; (b) paid receipts evidencing the labor rendered and materials delivered to the Premises; (c) evidence of payment by Tenant of the amount for which reimbursement is requested; and (d) conditional or unconditional, as appropriate, executed mechanics' lien releases from the applicable "Tenant's Agents," as that term is hereinafter defined, who have performed the Tenant Improvements for which payment is requested, which releases shall comply with the appropriate provisions of all Applicable Laws (the "Lien Releases"). Within forty-five (45) days thereafter, Landlord shall deliver a check to Tenant made payable to Tenant in payment of the lesser of: (i) the amounts so requested by Tenant, as set forth in this Section 2.2.2, less a ten percent (10%) retention (the aggregate amount of such retentions to be known as the "Final Retention", and such retentions shall not be added to any other retentions so that Landlord would be retaining in excess of ten percent (10%) of the applicable amount to be retained by Landlord at such time), and (ii) the balance of any remaining available portion of the Tenant Improvement Allowance (not including the Final Retention); provided, that Landlord does not reasonably dispute any request for payment based on non-compliance of any work with the "Approved Working Drawings," as that term is defined in Section 3.4 below, or due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

**2.2.3 Final Retention.** Subject to the provisions of this Tenant Work Letter, a check for the Final Retention payable to Tenant shall be delivered by Landlord to Tenant within forty-five (45) days following Landlord's receipt of paid receipts (as referenced in Section 2.2.2 above) totaling the amount of the Tenant Improvement Allowance (or any lesser amount Tenant receives in lieu of the full amount of the Tenant Improvement Allowance, which Tenant shall evidence in a writing delivered to Landlord), provided that with respect to work for which any portion of the Tenant Improvement Allowance is paid (a) Tenant delivers to Landlord properly executed conditional or unconditional, as appropriate, Lien Releases in compliance with all Applicable Laws, (b) Tenant has satisfied its obligations under Section 4.5 below, and (c) Landlord has reasonably determined that no substandard work exists. Notwithstanding the foregoing, Tenant shall deliver final Lien Releases in compliance with all Applicable Laws for all Tenant Improvements promptly upon substantial completion of the Tenant Improvements.

**2.2.4 Standard Tenant Improvement Package.** Landlord has established specifications (the "Specifications") for the Building standard components to be used in the construction of the Tenant Improvements (collectively, the "Standard Tenant Improvement



Package”), which Specifications are available upon request by Tenant. The quality of the Tenant Improvements shall be equal to or of greater quality than the quality of the Specifications, provided that Landlord may, at Landlord’s reasonable option, require the Tenant Improvements to comply with certain Specifications. Landlord may make reasonable changes to the Specifications for the Standard Tenant Improvement Package from time to time; however, such changes shall in no way affect the Construction Drawings once approved by both Landlord and Tenant.

### **SECTION 3** **CONSTRUCTION DRAWINGS**

**3.1 Selection of Architect/Construction Drawings.** Tenant has retained Gensler & Associates as its architect/space planner (the “Architect”) to prepare the “Construction Drawings,” as that term is defined in this Section 3.1. Tenant has also retained Howard Cherry as its project manager. Tenant shall retain engineering consultants (the “Engineers”) approved in advance by Landlord (such approval shall not be unreasonably withheld, conditioned or delayed) to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life-safety and sprinkler work of the Tenant Improvements. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the “Construction Drawings”. All Construction Drawings shall be subject to Landlord’s reasonable approval, and Landlord shall advise Tenant within ten (10) business days after Landlord’s receipt of any Construction Drawings whether the same are unsatisfactory or incomplete in any respect. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base Building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord’s review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply Landlord’s review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance that may be rendered to Tenant by Landlord or Landlord’s space planner, architect, engineers and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Tenant’s waiver and indemnity set forth in the Lease shall specifically apply to the Construction Drawings.

**3.2 Final Space Plan.** On or before the date that is no later than thirty (30) days following Landlord’s delivery of any portion of the Premises for Tenant’s construction of the Tenant Improvements, Tenant shall cause the Architect to prepare the final space plan for the Tenant Improvements (collectively, the “Final Space Plan”), which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein, and Tenant shall deliver the Final Space Plan to Landlord for Landlord’s approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall advise Tenant within fifteen (15) business days after Landlord’s receipt of the Final Space Plan whether the same is unsatisfactory or incomplete in any respect, and Landlord shall notify Tenant concurrently with its approval of the Final Space Plan whether Tenant shall be required to remove any portion of the Tenant Improvements from the Premises upon the

expiration or earlier termination of the Lease (provided, that, Tenant shall not be required to remove any portion of the Tenant Improvements consisting of ordinary and customary general office improvements or Cabling, and provided, further, that Tenant shall comply with the terms of the Lease regarding any such Cabling not removed from the Premises).

**3.3 Final Working Drawings.** On or before the date that is no later than sixty (60) days following Landlord's approval of the Final Space Plan, Tenant shall cause the Architect and the Engineers to complete the architectural and engineering drawings for the Tenant Improvements, and the final architectural working drawings in a form that is sufficiently complete to allow subcontractors to bid on the work and to obtain all Permits (collectively, the "Final Working Drawings"), and shall submit the same to Landlord for Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall advise Tenant within ten (10) business days after Landlord's receipt of the Final Working Drawings whether the same are unsatisfactory or incomplete in any respect. Tenant shall make no changes, modifications or alterations to the Final Working Drawings or the Tenant Improvements without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation as to any other reason for Landlord reasonably withholding approval to the Final Working Drawings or consent to any such proposed changes, modifications or alterations to the Final Working Drawings, it shall be deemed reasonable for Landlord to withhold approval or consent if the Final Working Drawings or any such change, modification or alteration would, in Landlord's commercially reasonable discretion:

**3.3.1** increase the cost of designing or constructing the Tenant Improvements (unless Tenant pays the increased cost or such cost is payable from any remaining portion of the Tenant Improvement Allowance), or be of a quality lower than the quality of the Specifications,

**3.3.2** require modification to any portion of the Project other than the Premises,

**3.3.3** detrimentally affect, as reasonably determined by Landlord, any of the Project utilities, systems or structure, or the value, use or appearance of the Project,

**3.3.4** materially interfere, as reasonably determined by Landlord, with the operations of any other tenant or occupant of the Project, provided, that any good faith objection Landlord receives from any such tenant or occupant shall be deemed material for such purposes,

**3.3.5** increase in excess of a de minimus amount the cost of operating the Project, or

**3.3.6** violate any agreement or Applicable Law that affects the Building or binds Landlord, including, without limitation, the Lease.

**3.4 Permits.** The Final Working Drawings shall be approved by Landlord in accordance with Section 3.3 above (the "Approved Working Drawings") prior to the commencement of the construction of the Tenant Improvements, with such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall cause the Architect to promptly submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow "Contractor," as that term is defined in Section 4.1 of this Tenant Work Letter, to commence and fully complete the construction of the Tenant

Improvements (the "Permits"), and, in connection therewith, Tenant shall reasonably coordinate with Landlord in order to allow Landlord, at its option and as a Tenant Improvement Allowance Item, to take part in all phases of the permitting process and shall supply Landlord, as soon as possible, with all plan check numbers and dates of submittal and obtain the Permits as soon as possible. Notwithstanding anything to the contrary set forth in this Section 3.4, Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any Permit, including, without limitation, any certificate of occupancy (or its jurisdictional equivalent) and that the obtaining of the same shall be Tenant's responsibility; provided, however, that Landlord shall, in any event, cooperate with Tenant and as a Tenant Improvement Allowance Item in executing Permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such Permit. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation as to any other reason for Landlord reasonably withholding approval to the Approved Working Drawings or consent to any such proposed changes, modifications or alterations to the Approved Working Drawings, it shall be deemed reasonable for Landlord to withhold approval or consent if the Approved Working Drawings or any such change, modification or alteration would, in Landlord's commercially reasonable discretion, cause any of the results described in Sections 3.3.1-3.3.6 above.

**3.5 Time Deadlines.** Landlord and Tenant shall use commercially reasonable efforts to cooperate with the Architect, the Engineers and each other to complete all phases of the Construction Drawings and the permitting process and to receive the Permits within a commercially reasonable timeframe, and, in that regard, Landlord and Tenant shall meet with each other on a scheduled basis to be reasonably determined by Landlord and Tenant, to discuss progress in connection with the same. Tenant agrees to prosecute construction of the Tenant Improvements in a workmanlike manner continuously and diligently to completion, which shall be within a commercially reasonable timeframe. If Landlord fails to notify Tenant of Landlord's approval or disapproval within ten (10) business days following Landlord's receipt of any matter submitted to Landlord by Tenant for approval under this Tenant Work Letter, Tenant may provide a second notice to Landlord identifying such failure and that Landlord's continued failure to respond within five (5) days following Landlord's receipt of such second notice shall be deemed Landlord's approval of the matter in question. If Landlord fails to notify Tenant of Landlord's approval or disapproval within five (5) days following Landlord's receipt of such second notice, Landlord shall be deemed to have approved such matter.

#### **SECTION 4** **CONSTRUCTION OF THE TENANT IMPROVEMENTS**

**4.1 Contractor and Subcontractors.** A general contractor shall be retained by Tenant to construct the Tenant Improvements. Such general contractor (the "Contractor") shall be approved in writing by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. The Contractor shall be selected pursuant to a competitive bidding process. Three (3) Landlord approved contractors (not to be unreasonably withheld, conditioned or delayed) shall participate in the bidding process (provided, that Landlord hereby approves KCS West Kajima, Taslimi Construction Company, Evilsizer Construction, Inc., Corporate Contractors Incorporated, Howard Building Corporation and Warner Constructors Inc. as contractors that

may participate in such bidding process). Each of the three (3) Landlord approved contractors selected by Tenant to participate in the bidding process shall be notified in the bidding package of the time schedule for construction of the Tenant Improvements and that, unless Landlord otherwise requires, such contractors shall be required to use the fire and life-safety subcontractor reasonably designated by Landlord. The bids shall be submitted promptly to Tenant and a reconciliation shall be performed by Tenant to adjust inconsistent or incorrect assumptions so that a like kind comparison can be made and a low bidder determined. Subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed (Landlord shall notify Tenant whether Landlord grants such approval within five (5) business days following Tenant's request therefor), the most qualified bidder that commits to Tenant's time schedule shall be selected. Promptly after approval by Landlord of the Contractor, Tenant shall cause the Contractor to prepare a construction schedule and Tenant shall submit the same to Landlord for Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed.

**4.2 Landlord Coordination Fee. Intentionally Deleted.**

**4.3 Tenant's Agents.** Tenant shall obtain Landlord's prior written approval (not to be unreasonably withheld, conditioned or delayed) for all subcontractors, laborers, materialmen and suppliers, if any, proposed to be used by Tenant in connection with the construction of the Tenant Improvements (such subcontractors, laborers, materialmen, suppliers and the Contractor to be known collectively as "Tenant's Agents"). If Landlord reasonably does not approve any of Tenant's subcontractors, laborers, materialmen or suppliers, Tenant shall submit other subcontractors, laborers, materialmen or suppliers for Landlord's prior written approval (not to be unreasonably withheld, conditioned or delayed). Without limiting the generality of the foregoing, Tenant specifically acknowledges and agrees that, except with respect to any subcontractors, laborers, materialmen or suppliers for the portion of the Tenant Improvements consisting of the initial demolition of the Premises (the "Initial Demolition Exception"), it shall be reasonable for Landlord to require any MEP and carpentry subcontractors, laborers, materialmen and suppliers (but, subject to the Initial Demolition Exception, not any subcontractors, laborers, materialmen or suppliers belonging to any other trade) to be union members and for Landlord to withhold approval of any of the same if the use of the same would, in Landlord's reasonable and good faith judgment, violate the terms of any agreement between Landlord and any union providing work, labor or services at the Project or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project, provided that, if requested by Tenant to Landlord in writing, Landlord shall provide Tenant with reasonable evidence of any agreements between Landlord and any trade union providing work, labor or services to the Project. In addition, Tenant shall not permit the use of any Tenant's Agents, material or equipment in the construction of any Tenant Improvements if such use would, in Landlord's reasonable and good faith judgment, violate the terms of any agreement between Landlord and any union providing work, labor or services at the Project or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project. If any violation or disturbance occurs in connection with any labor, materials and equipment used in connection with the Tenant Improvements, Tenant, upon demand by Landlord, shall immediately cause all such labor, materials and equipment causing such violation or disturbance to be removed from the Project. Without limitation as to Tenant's right to seek any recourse and remedies against Tenant's contractors, Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or

resulting from or in connection with any such violation and/or disturbance to the extent in connection with any Tenant Improvements.

#### **4.4 Construction of Tenant Improvements.**

##### **4.4.1 Tenant's Agents.**

**4.4.1.1. Landlord's General Conditions for Tenant's Agents and Tenant Improvement Work.** The Tenant Improvements shall be constructed substantially in accordance with the Approved Working Drawings.

**4.4.1.2. Indemnity.** Tenant's indemnity of Landlord as set forth in the Lease shall also apply with respect to any and all Claims in any way arising or resulting from or in connection with or related to any act or omission of Tenant or Tenant's Agents, or otherwise in connection with the Tenant Improvements.

**4.4.1.3. Requirements of Contractor.** The Contractor shall guarantee and warranty to Tenant and for the benefit of Landlord that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. The Contractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract and any of its subcontracts that shall become defective within one (1) year after the completion of the work. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Tenant Improvements and/or the Premises that may be damaged or disturbed thereby. All such warranties and guarantees as to materials or workmanship of and with respect to the Tenant Improvements shall be contained in the applicable contracts and shall be written such that such guarantees and warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord any assignment or other assurances that may be necessary to effect such right of direct enforcement.

##### **4.4.1.4. Insurance Requirements.**

**4.4.1.4.1 General Coverages.** Tenant shall cause the Contractor to carry worker's compensation insurance covering all employees, and shall also cause the Contractor to carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in the Lease. The Contractor shall submit to Landlord a Certificate of Insurance naming Landlord and any parties reasonably specified by Landlord (provided, that the parties ordinarily specified by Landlord on a Building-standard basis shall be deemed reasonable for such purposes) as additional insureds under such public liability insurance policy.

**4.4.1.4.2 Special Coverages.** Tenant shall cause the Contractor and Tenant's Agents to carry "Builder's All Risk" insurance in an amount approximately equal to 0.5% of the hard costs of the Tenant Improvements (provided, that no "Builder's All Risk" insurance shall be required if the Tenant Improvements in question do not concern or otherwise affect the structure or systems of the Building), and such other insurance as

Landlord may reasonably require, it being understood and agreed that the Tenant Improvements shall be insured by Tenant pursuant to the Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord.

**4.4.1.4.3 General Terms.** Certificates for all insurance carried pursuant to this Section 4.4.1.4 shall be delivered to Landlord before the commencement of construction of the Tenant Improvements and before the Contractor's equipment is moved onto the site. All such policies of insurance shall contain a provision providing that the company writing such policy shall use commercially reasonable efforts to deliver to Landlord thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. If the Tenant Improvements are damaged by any cause during the course of the construction thereof, Tenant shall promptly repair the same at Tenant's sole cost and expense. The Contractor shall maintain all of the foregoing insurance coverage in force until the Tenant Improvements are fully completed and reasonably accepted by Landlord. All policies carried under this Section 4.4.1.4 shall insure Landlord and Tenant, as their interests may appear, as well as Contractor and Tenant's Agents. All insurance, except Worker's Compensation, maintained by Tenant's Agents shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by the owner is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section 4.4.1.2 of this Tenant Work Letter.

**4.4.2 Governmental Compliance.** The Tenant Improvements shall comply in all respects with the following: (a) state, federal, city and quasi-governmental laws, codes, ordinances and regulations, including, without limitation, as may apply according to the rulings of the controlling public official, agent or other person; (b) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (c) Building material manufacturer's specifications.

**4.4.3 Inspection by Landlord.** Landlord shall have the right to inspect the Tenant Improvements at all times during construction; provided, however, that Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder (except to the extent such failure to inspect on a timely basis after Landlord's receipt of written notification from Tenant that an inspection is appropriate has rendered Tenant's cure of Landlord's disapproval of any work unreasonably more expensive to repair or replace) nor shall Landlord's inspection of the Tenant Improvements constitute Landlord's approval of the same. During any such inspection, Landlord shall, subject to Landlord's Indemnification Obligation, exercise commercially reasonable efforts to minimize disruption with Tenant's business operations and construction of the Tenant Improvements, and Landlord shall comply with Contractor's reasonable safety requirements. Should Landlord reasonably disapprove any portion of the Tenant Improvements, Landlord shall notify Tenant in writing of such disapproval (and such notification shall specify the items disapproved) within five (5) business days following such inspection. Subject to the parenthetical in the first sentence of this Section 4.4.3, any defects or deviations in, and/or reasonable disapproval by Landlord of, the Tenant Improvements shall be rectified by Tenant at no expense to Landlord (except as may

be part of any remaining portion of the Tenant Improvement Allowance); provided, that if Landlord reasonably determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Tenant Improvements and such defect, deviation or matter might adversely affect the structure or the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the Premises or the Building, then Landlord shall give Tenant written notice of the defect and, if Tenant fails to commence addressing such defect within five (5) business days after receiving the notice, Landlord may take such action as Landlord reasonably deems necessary, at Tenant's expense (except as may be part of the Tenant Improvement Allowance) and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Tenant Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's reasonable satisfaction.

**4.5 Notice of Completion; Copy of Record Set of Plans.** Within thirty (30) days after substantial completion of construction of the Tenant Improvements, Tenant shall cause a Notice of Completion (or its jurisdictional equivalent) to be recorded in the office of the County Recorder of the county in which the Building is located in accordance with Applicable Law, and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same on behalf of Tenant as Tenant's agent for such purpose, at Tenant's sole cost and expense. Within thirty (30) days following substantial completion of the Tenant Improvements, (a) Tenant shall cause the Architect and Contractor to (i) update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (ii) certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or earlier termination of the Lease, and (iii) deliver to Landlord two (2) reproducible sets of copies of such record set of drawings (and/or, at Landlord's election, a reproducible copy in electronic form), (b) Tenant shall deliver to Landlord a copy of all warranties, guaranties and operating manuals and information relating to the improvements, equipment and systems in the Premises, and (c) Tenant shall deliver to Landlord the original signed permit card, indicating final approval by all applicable departments.

## **SECTION 5** **MISCELLANEOUS**

**5.1 Tenant's Entry Into the Premises Prior to the Commencement Date.** Beginning no sooner than August 1, 2013 with respect to the portion of the eighth (8<sup>th</sup>) floor consisting of 1,987 rentable square feet and known as Suite 880 ("Suite 880") (Tenant hereby specifically acknowledges and agrees that, so long as Landlord uses commercially reasonable efforts to cause the timely vacation of Suite 880 by any tenant or occupant thereof upon the expiration or earlier termination of the occupancy agreement therefor, Tenant shall have no remedies for Landlord's failure to deliver Suite 880 to Tenant due to any holdover by any such tenant or existing occupant thereof in violation of the terms of any such lease or other agreement therefor), but otherwise upon the mutual execution and delivery of the Lease, Tenant shall be permitted early entry ("Tenant's Early Entry") into the Premises for the sole, limited purpose of (a) prosecuting construction in accordance with the terms herein of the Tenant Improvements, and (b) installing any furniture, fixtures and/or equipment (including, without limitation, Tenant's computer systems, telephone equipment and cabling) in the Premises, and for no other

use or purpose. Landlord shall use commercially reasonable efforts to provide normal and customary HVAC service, electrical power, freight elevator and loading dock access and parking spaces for Tenant's construction team in connection with such access to the Premises by Tenant without additional charge to Tenant, it being the specific intent of the parties that Tenant be charged Landlord's standard rates for any unusual, unreasonable, after-hours, non-Building-standard or excess use. Prior to Tenant's Early Entry, Tenant shall submit a schedule to Landlord for its reasonable written approval, which schedule shall detail the timing and purpose of Tenant's Early Entry. Tenant's Early Entry, including, without limitation, any storage or installation of any property, shall, subject to Landlord's Indemnification Obligation, be at the sole risk of Tenant, including, without limitation, with respect to theft, bodily injury, vandalism and other damage, and shall be subject to all the terms of the Lease, including, without limitation, the insurance requirements of the Lease (which shall apply upon Tenant's Early Entry into the Premises); provided, that during such period of Tenant's Early Entry only (and not during any other time period except to the extent expressly provided otherwise in the Lease), Tenant shall not be required to pay Base Rent or Operating Costs. Tenant hereby agrees, subject to Landlord's Indemnification Obligation, to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with Tenant's Early Entry.

**5.2 Tenant's Representative.** Prior to commencement of construction of the Tenant Improvements, Tenant shall designate a representative with respect to the matters set forth in this Tenant Work Letter, who, until further written notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Tenant Work Letter. Upon request from Landlord or its representative, architect, space planner, contractor or engineer, Tenant's representative shall supply such information, and issue such approvals as may be requested, to complete the design and construction of the Tenant Improvements.

**5.3 Landlord's Representative.** Prior to commencement of construction of the Tenant Improvements, Landlord shall designate a representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Tenant Work Letter.

**5.4 Time of the Essence in this Tenant Work Letter.** Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. Time is of the essence with respect to this Tenant Work Letter.



**EXHIBIT C**

**NOTICE OF LEASE TERM DATES**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Standard Form Office Lease dated as of May 28, 2013 (the "Lease"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease), by and between CSHV Wilshire Landmark, LLC, a Delaware limited liability company ("Landlord"), and Crystal Cruises, Inc., a California corporation ("Tenant"), concerning Suites 800 and 900 on the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of the office building known as Wilshire Landmark I and located at 11755 Wilshire Boulevard, Los Angeles, California, 90025.

Ladies and Gentlemen:

In accordance with the terms and conditions of the Lease, we wish to advise you and/or confirm as follows:

1. The Tenant Improvements are substantially completed, and the Term shall commence on or has commenced on \_\_\_\_\_ for a term of \_\_\_\_\_ ending on \_\_\_\_\_.
2. Base Rent commenced to accrue on \_\_\_\_\_, in the amount of \_\_\_\_\_.
3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing if a corresponding pro rata adjustment is required, shall be for the full amount of the monthly installment as provided for in the Lease.
4. Your rent checks should be made payable to \_\_\_\_\_ at \_\_\_\_\_.
5. The exact number of rentable square feet within the Premises is \_\_\_\_\_.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

6. Tenant's Proportionate Share as adjusted based upon the exact number of rentable square feet within the Premises is \_\_\_\_\_%.

**"LANDLORD":**

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers' Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

By: CBRE Global Investors, LLC, a Delaware limited liability company  
Its: Investment Manager

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Authorized Signatory

**"TENANT":**

**CRYSTAL CRUISES, INC.,**  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*confidential*  
*Andrew Kao*

## EXHIBIT D

### RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for Comparable Buildings. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. No service deliveries (other than messenger services) will be allowed between hours of 4:00 p.m. to 6:00 p.m., Monday through Friday. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. Tenant shall not place or install in the Premises any file cabinets, equipment or other property which may cause damage to the structure of the Project or any portion thereof. If

Tenant wishes to place or install file cabinets, equipment or other property which may cause damage to the structure of the Project or portion thereof, such placement or installation shall be deemed to be "Alterations" as defined in Article 7 of the Lease, and Tenant shall obtain the prior written consent of Landlord, and Tenant shall be responsible for, and shall pay all associated costs and expenses with respect to all structural engineering and modifications required to prevent any potential damage to the structure of the Project.

6. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such specific elevator as shall be designated by Landlord.

7. At no time shall Tenant bring onto, or permit to exist within, any portion of the Premises or the Project, any firearm, explosive device, bomb, or other weapon or dangerous object or device.

8. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

9. Tenant shall not disturb, solicit, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent the same.

10. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

11. Subject to the terms of the Lease (including, without limitation, with respect to Alterations), Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's prior written consent, except that Tenant may, without Landlord's prior written consent, install small nails, small screws and small hooks in the walls of the Premises so long as the following conditions are satisfied: (a) such nails, screws and/or hooks are installed solely for the cosmetic purpose of hanging pictures or other normal and customary office decorations permitted under the Lease, (b) such nails, screws and/or hooks would not affect the systems or structure of the Building, (c) such nails, screws and/or hooks are installed in compliance with Applicable Law and do not require any governmental permit, approval or other form of consent, and (d) the terms of the Lease regarding Alterations shall apply with respect to the removal of such small nails, screws and/or hooks.

12. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

13. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline or other inflammable or combustible fluid or material.

14. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

15. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, nuisance, odors, or vibrations, or interfere in any way with other tenants or those having business therein. Neither shall Tenant commit waste to the Premises or the Project, or impair or interfere with the proper and economic maintenance, operation and repair of the Project or any portion thereof.

16. Unless otherwise agreed in writing by Landlord, Tenant shall not use or allow any part of the Premises to be used for the storage, manufacturing or sale of food or beverages or for the manufacture, retail sale or auction of merchandise, goods or property of any kind, or as a school or classroom, or for any unlawful or objectionable purpose.

17. Subject to the requirements of any Applicable Laws regarding service animals (e.g. "Seeing Eye" dogs), Tenant shall not bring into or keep within the Project, the Building or the Premises any animals (including, without limitation, birds), bicycles or other vehicles.

18. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Landlord-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors, provided that such use is in accordance with all Applicable Laws.

19. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

20. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

21. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, halls, stairways, elevators, or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.

22. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls.

23. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash

in the vicinity of the Building without violation of any Applicable Law governing such disposal. All trash, garbage and refuse disposal shall be made only through entry ways and elevators provided for such purposes at such times as Landlord shall designate.

24. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

25. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

26. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Common Areas.

27. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

28. Tenant must comply with requests by Landlord concerning the informing of their employees of items of importance to Landlord.

29. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant to be loaded, unloaded or parked in areas other than those, if any, designated for such activities. Parking is prohibited in all areas not designated therefor. Tenant shall comply with all directional signs and arrows in the parking facility, and with all parking regulations and rules of the parking service operator for the Project. Tenant acknowledges and agrees that the parking service operator is a contractor and not an agent of Landlord. No vehicle may be washed, serviced or repaired within the parking facility except in an area (if any) specifically designated for such use. No inoperable vehicles shall be kept in the parking facility.

30. The Building is a non-smoking building and smoking in the Premises or the lobby or common areas of the Building is strictly prohibited.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants (provided, that Landlord shall act in good faith, in accordance with sound property management practices and without discriminating against Tenant), but, subject to the immediately preceding parenthetical, no such waiver by Landlord shall be construed as a waiver of such Rules and

Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project, provided the same is done in a non-discriminatory manner. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

confidential  
Andrew Kao

## FIRST AMENDMENT TO STANDARD FORM OFFICE LEASE

**THIS FIRST AMENDMENT TO STANDARD FORM OFFICE LEASE** dated as of April 27, 2015 (this "First Amendment"), is entered into by and between **CSHV WILSHIRE LANDMARK, LLC**, a Delaware limited liability company ("Landlord"), and **CRYSTAL CRUISES, LLC**, a California limited liability company ("Tenant"), with reference to the following:

### RECITALS

**A. WHEREAS**, Landlord and Crystal Cruises, Inc., a California corporation and Tenant's predecessor in interest under the Lease ("Original Tenant"), entered into that certain Standard Form Office Lease dated as of May 28, 2013 (the "Lease"), for the lease of certain premises (the "Premises") consisting of approximately 35,920 rentable square feet known as Suites 800 and 900 and comprising the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of that certain building (the "Building") with an address of 11755 Wilshire Boulevard, Los Angeles, California, 90025, commonly known and identified as Wilshire Landmark I, as more particularly described in the Lease. In connection with the execution of the Lease, Nippon Yusen Kabushiki Kaisha (NYK Line), a Japanese corporation ("Original Guarantor") entered into that certain Guaranty of Standard Form Office Lease dated as of May 28, 2013 (the "Original Guaranty") in favor of Landlord. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the "Lease" in the Lease and in this First Amendment shall hereinafter be deemed to refer to the Lease, as amended hereby.

**B. WHEREAS**, Tenant represents and warrants to Landlord that (a) Original Tenant became Tenant by way of a conversion from a corporation to a limited liability company (the "Conversion"), (b) the Conversion satisfied the terms of the Lease for a "Permitted Transfer" that does not require Landlord's consent, and (c) the Conversion did not result in a material reduction in the tangible net worth of Tenant from the tangible net worth of Original Tenant.

**C. WHEREAS**, Tenant further represents and warrants to Landlord that, concurrently with its execution of this First Amendment, as part of another transaction that is related to the Conversion, pursuant to an agreement entered into by and between Original Guarantor and Crystal Acquisition Company Limited, a company formed under the Companies Act 2006 ("New Guarantor"), (a) Tenant, while remaining as an entity, will undergo a change of control due to a transfer of ownership interests of Tenant (collectively the "Change of Control"; the date of closing of such Change of Control may be referred to herein as the "Closing Date"), (b) the Change of Control shall satisfy the terms of the Lease for a "Permitted Transfer" that does not require Landlord's consent, and (c) the Change of Control shall not result in a material reduction in the tangible net worth of Tenant.

**D. WHEREAS**, Tenant has requested and, in reliance upon Tenant's representations and warranties set forth above, Landlord has agreed, (a) to substitute New Guarantor for Original Guarantor under a new guaranty for the Lease, and (b) to further amend, modify and supplement the Lease as set forth herein.



**NOW, THEREFORE**, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

## AGREEMENT

**1. Substitution of Guarantor.** New Guarantor shall, concurrently with Tenant's execution of this First Amendment, enter into a guaranty of Tenant's obligations under the Lease in substantially the same form attached hereto as Exhibit A (the "New Guaranty"), it being the specific intent of the parties that, in consideration of Landlord's agreement to terminate the Original Guaranty as provided below, New Guarantor shall guarantee not only Tenant's obligations under the Lease from and after the Closing Date, but that New Guarantor shall also be liable for all of the "Guaranteed Obligations" of Original Guarantor under the Original Guaranty prior to the Closing Date. Upon the earlier of (a) the effectiveness of the New Guaranty in accordance with the terms herein, and (b) the Closing Date (in either such case, the "New Guaranty Effective Date"), the Original Guaranty shall be deemed terminated and of no force or effect, and Original Guarantor shall have no liability under the Original Guaranty. In addition, effective as of the New Guaranty Effective Date, all references in the Lease to the "Guarantor" or words of similar import shall, unless the context clearly indicates otherwise, mean and refer to New Guarantor. The execution of the New Guaranty is a material inducement to Landlord to enter into this First Amendment. For the avoidance of doubt, the parties specifically agree that nothing contained in this First Amendment shall be deemed to limit or otherwise modify Tenant's obligation to, subject to any applicable terms of the Lease (including, without limitation, any applicable obligations of Tenant and rights of Landlord under the Lease), (i) obtain Landlord's prior written consent with respect to any proposed future substitution of any guarantor under the Lease (it being the specific intent of the parties that Landlord's consent to New Guarantor shall not be deemed Landlord's consent to any future proposed guarantor), and (ii) obtain Landlord's prior written consent with respect to any future Transfer that is not a Permitted Transfer.

**2. Letter of Credit.**

**(a) Delivery.** Within thirty (30) days following the mutual execution of this First Amendment, Tenant shall furnish Landlord a clean, unconditional and irrevocable letter of credit (the "Letter of Credit") issued by a commercial bank approved at all times by Landlord in Landlord's reasonable and good faith discretion (the "Issuing Bank"), for the account of Landlord, in the amount of Thirteen Million Eight Hundred Eight Thousand Four Hundred Forty US Dollars (US \$13,808,440.00) (the "LC Amount"), as security for the performance of all of Tenant's obligations under the Lease. The Issuing Bank shall be chartered under the laws of the United States (or any State thereof or the District of Columbia), shall be insured by the Federal Deposit Insurance Corporation and shall be located (or have a branch at which the Letter of Credit can be drawn upon) within fifty (50) miles of the Premises. The Letter of Credit shall be substantially in the form attached hereto as Exhibit B and subject to Landlord's approval (in Landlord's reasonable and good faith discretion) at all times. The Letter of Credit shall have a term of not less than one (1) year (except if less than one (1) year remains in the Term, in which event the term of the Letter of Credit

shall be for the duration of the Term, plus the additional sixty (60) days required to satisfy the terms of the sentence that immediately follows). Tenant shall keep the Letter of Credit in full force and effect at all times during the Term and for sixty (60) days after the expiration or earlier termination of the Term (and, in connection with such expiration or earlier termination, Landlord shall, without cost or expense to Landlord, deliver any documents or instruments reasonably necessary to cause the Letter of Credit to so expire), and shall deliver a renewal or replacement Letter of Credit to Landlord not less than thirty (30) days prior to the expiration of the then-current Letter of Credit (the term "Letter of Credit" shall refer to the original Letter of Credit or the then-current renewal or replacement Letter of Credit). Failure to provide, renew or replace the Letter of Credit as aforesaid shall constitute an Event of Default and, at Landlord's option, Landlord shall be entitled to draw down all or any portion of the Letter of Credit and apply the funds drawn in accordance with the next succeeding sentence or hold the same. In the event of an Event of Default (including, without limitation, under this Section 2) Landlord shall be entitled to (but shall not be required to) draw upon such portion of the Letter of Credit as is necessary to pay the actual and reasonable damages resulting from such Event of Default (including, without limitation, the payment of any delinquent Rent), and any other actual and reasonable damages that Landlord incurs by reason of such Event of Default.

(b) **Application.** Tenant's obligation to furnish and any use, application or retention by Landlord of all or any part of the proceeds of the Letter of Credit shall not be deemed in any way to constitute liquidated damages for any default by Tenant under the Lease, or to limit the remedies to which Landlord is otherwise entitled under the terms of the Lease. If the Letter of Credit is drawn by Landlord in connection with any Event of Default, then, subject to credit for any application of the proceeds of the Letter of Credit, such Event of Default shall not be deemed to be cured unless and until the Letter of Credit is restored to the LC Amount within ten (10) business days after such draw and Landlord is reimbursed for any and all costs, damages and expenses incurred or suffered by Landlord in connection with such Event of Default.

(c) **Not a Security Deposit.** It is the specific intent of the parties that, to the extent Applicable Law permits Landlord to reserve greater rights with respect to the Letter of Credit than would otherwise be available with respect to security deposits, Landlord be allowed to reserve such greater rights. Therefore, Tenant acknowledges that it is a material part of Landlord's consideration for entering into this First Amendment that the Letter of Credit not be treated the same as a security deposit under Applicable Law or be subject to any and all provisions of the Security Deposit Laws. Accordingly, to the maximum extent permitted by Applicable Law, the parties hereto (a) recite that the Letter of Credit and/or any cash held by Landlord after a draw upon the Letter of Credit, as the case may be, is not intended to serve as a security deposit or part of the Security Deposit and any and all provisions of Security Deposit Laws shall have no applicability or relevance thereto, and (b) waive any and all rights, duties and obligations either party may now or, in the future, will have under, relating to or arising from the Security Deposit Laws, as the same may otherwise concern the Letter of Credit and/or any cash held by Landlord after a draw upon the Letter of Credit (as the case may be).

(d) **Bankruptcy/Issuing Bank.** Tenant acknowledges and agrees that Tenant has no property interest whatsoever in the Letter of Credit or the proceeds thereof and that, if Tenant becomes a debtor under any chapter of the Federal Bankruptcy Code, neither Tenant, any

trustee, nor Tenant's bankruptcy estate shall have any right to restrict or limit Landlord's claim and/or rights to the Letter of Credit and/or the proceeds thereof by application of Section 502(b)(6) of the Federal Bankruptcy Code. Tenant understands that Landlord is relying upon the financial condition of the Issuing Bank as a primary inducement to Landlord to enter into this First Amendment. Accordingly, the Issuing Bank shall at all times satisfy the following requirements (the "Issuing Bank Requirements") in addition to the requirements provided above: (a) the Issuing Bank's long-term, unsecured and unsubordinated debt obligations shall at all times be rated investment grade (or a reasonable equivalent if an investment grade rating is no longer provided) or better by at least two (2) of Fitch Ratings Ltd. ("Fitch"), Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services ("S&P") or their respective successors (collectively, the "Rating Agencies"), (b) the Issuing Bank's short-term deposit rating shall be rated investment grade (or a reasonable equivalent if an investment grade rating is no longer provided) from at least two (2) Rating Agencies, (c) the Issuing Bank shall at no time be insolvent or placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity, and (d) a trustee, receiver or liquidator shall not be appointed for the Issuing Bank. If at any time the Issuing Bank Requirements are not met, then Tenant shall within five (5) business days of written notice from Landlord deliver to Landlord a replacement Letter of Credit that otherwise meets the requirements of the Lease, including, without limitation, the Issuing Bank Requirements (and Tenant's failure to do so shall, notwithstanding anything to the contrary contained in the Lease, constitute an Event of Default, and shall, without limitation as to any other right or remedy of Landlord under the Lease, at law or in equity, entitle Landlord to present the Letter of Credit for payment at any time after such Event of Default).

(e) **Transfer.** The parties agree that the Letter of Credit shall be transferable by Landlord one or more times to any successor to Landlord's interest under the Lease, but in each instance only in the full amount available to be drawn under the Letter of Credit at the time of each transfer. Any such transfer shall be effected through the bank issuing the Letter of Credit at no cost to Landlord for the first occurrence of any such transfer, and at no more than a reasonable and customary cost to Landlord for the second or additional occurrences of any such transfer. Tenant agrees to cooperate with Landlord in connection with any transfer of the Letter of Credit, including, without limitation, by the execution and delivery of any documents or instruments reasonably necessary for Landlord or its transferee to obtain evidence reasonably satisfactory to Landlord or such transferee, as applicable, that the Letter of Credit has been duly transferred. In addition, any reasonable, customary and market transfer fee to be paid in connection with any such transfer shall be paid by Tenant for the first occurrence of any such transfer, and, so long as such transfer fee is reasonable, customary and market, by Landlord for the second or additional occurrences of any such transfer, but the payment of any such transfer fee shall not be a condition to the validity or effectiveness of such transfer or the Letter of Credit.

(f) **Right of First Offer.** Section 53.2(c) of the Lease is hereby amended by adding the following between "other reductions)" and ", and": "and the LC Amount shall be increased by an amount equal to the Rent obligations applicable to the ROFO Space for the entire Term applicable to the ROFO Space".

3. **Miscellaneous.** Tenant is the successor in interest to Original Tenant under the Lease. Landlord and Tenant hereby ratify and confirm their respective rights and obligations under the Lease. Except as specifically herein amended, the Lease is and shall remain in full force and effect according to the terms thereof (including, without limitation, with respect to Sections 32, 33 and 48 of the Lease, which the parties specifically acknowledge shall apply with respect to this First Amendment with the same force and effect as if fully incorporated into and written for this First Amendment). In the event of any conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall control. The headings to sections of this First Amendment are for convenient reference only and shall not be used in interpreting this First Amendment. Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this First Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty. Pursuant to California Civil Code Section 1938, Landlord hereby certifies to Tenant that, as of the date of mutual execution of this First Amendment, the Project has not undergone inspection by a "Certified Access Specialist" (CASp). Tenant hereby certifies and acknowledges to Landlord that, to Tenant's actual knowledge without duty of investigation or inquiry, as of the date of the mutual execution of this First Amendment, (a) Tenant has been occupying and continues to occupy the Premises; (b) Tenant is familiar with the condition of the Premises; (c) Tenant accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance; (d) Landlord has made no representation or warranty regarding the condition of the Premises or the suitability of the Premises for Tenant's business; (e) Landlord is not in default in any respect under the Lease; (f) Tenant does not have any defenses to its obligations under the Lease; (g) there are no offsets against Rent; (h) Landlord is holding the Security Deposit in the amount of \$126,542.12; and (i) Landlord has completed any improvements and paid any allowances required to be constructed or paid by Landlord in accordance with the terms of the Lease. Landlord hereby certifies and acknowledges to Tenant and for the benefit of Original Guarantor that, to Landlord's actual knowledge without duty of investigation or inquiry, as of the date of the mutual execution of this First Amendment, Tenant is not in default in any respect under the Lease, and Original Guarantor is not in default in any respect under the Original Guaranty (collectively, "Landlord's Special Estoppel"). As used herein, "Landlord's actual knowledge without duty of investigation or inquiry" shall mean and refer to the actual knowledge without duty of investigation or inquiry of Anthony J. Ecker, the asset manager of Landlord. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties acknowledge and agree that the Original Guarantor is an express intended third party beneficiary of Landlord's Special Estoppel and the provisions herein regarding the substitution of the New Guarantor for the Original Guarantor and the resulting termination of the Original Guaranty, and Original Guarantor shall be entitled to the benefits of and, subject to the terms of the Lease (including, without limitation, Sections 32 and 33 of the Lease), to enforce such provisions and Landlord's Special Estoppel notwithstanding that Original Guarantor is not a party or a signatory hereto.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this First Amendment as of the date first above written.

“LANDLORD”:

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

By: CBRE Global, LLC, a Delaware limited liability company  
Its: Investment Manager

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Authorized Signatory

“TENANT”:

**CRYSTAL CRUISES, LLC,**  
a California limited liability company

By: Edie Rodriguez  
Name: Edie Rodriguez  
Its: President

By: [Signature]  
Name: Thomas Mazbun  
Its: Executive Vice President

**IN WITNESS WHEREOF**, Landlord and Tenant have caused their duly authorized representatives to execute this First Amendment as of the date first above written.

**“LANDLORD”:**

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

By: CBRE Global, LLC, a Delaware limited liability company  
Its: Investment Manager

By:  \_\_\_\_\_  
Authorized Signatory

By:  \_\_\_\_\_  
Authorized Signatory

**“TENANT”:**

**CRYSTAL CRUISES, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### GUARANTY OF STANDARD FORM OFFICE LEASE

**THIS GUARANTY OF STANDARD FORM OFFICE LEASE** (this "Guaranty") is made as of April 27, 2015, by Crystal Acquisition Company Limited, a company formed under the Companies Act 2006, whose address is set forth in Section 9 below ("Guarantor"), in favor of **CSHV WILSHIRE LANDMARK, LLC**, a Delaware limited liability company ("Landlord"), having an office located at c/o CBRE Global Investors, LLC, 515 S. Flower Street, Suite 3100, Los Angeles, California, 90071, Attention: Wilshire Landmark I Portfolio Manager.

**WHEREAS**, Landlord and **CRYSTAL CRUISES, LLC**, a California limited liability company ("Tenant"), as successor in interest to Crystal Cruises, Inc., a California corporation, have entered into that certain Standard Form Office Lease dated as of May 28, 2013 (the "Original Lease") and desire to enter into that certain First Amendment to Standard Form Office Lease dated as of April 27, 2015 (the "First Amendment" and, together with the Original Lease, as now or hereafter amended or otherwise modified, collectively, the "Lease"), concerning the premises commonly known as Suite 800 and Suite 900 and consisting of approximately 35,920 rentable square feet, as more particularly described in the Lease;

**WHEREAS**, Guarantor has a financial or other significant interest in or relationship with Tenant;

**WHEREAS**, Landlord is willing to enter into the First Amendment; provided, that Guarantor executes and delivers this Guaranty to Landlord guarantying the payment and performance of all of Tenant's obligations in connection with the Lease; and

**WHEREAS**, Landlord would not execute the First Amendment if Guarantor did not execute and deliver to Landlord this Guaranty.

**NOW, THEREFORE**, for and in consideration of the execution of the First Amendment by Landlord and as a material inducement to Landlord to execute the First Amendment, Guarantor hereby unconditionally and irrevocably guaranties the payment and performance by Tenant of the following, whether arising before or after the execution of the First Amendment, it being the specific intent of Guarantor that it be liable for any and all obligations that its immediately preceding guarantor would have been liable for in connection with the Lease (individually and collectively, the "Guaranteed Obligations"): (a) the payment of all Rent, including, without limitation, Base Rent, Tenant's Proportionate Share of Operating Costs, parking charges, HVAC and other charges for services provided by Landlord, the cost of the Parking Software Work (subject to the Cap), the termination fee payable by Tenant if Tenant exercises its right to terminate the Lease under Section 55 of the Original Lease, any amounts payable by Tenant if Tenant holds over under Section 37 of the Original Lease and any costs incurred in connection with Tenant's insurance, maintenance and repair obligations under the Lease, and (b) the payment and performance of all other terms, conditions and covenants of the Lease to be kept and performed by Tenant during the term of the Lease (including, without limitation, the payment by Tenant of all other sums payable by Tenant in connection with the Lease that do not fall under subsection (a) immediately above), all in

the manner set forth in the Lease; provided, that, notwithstanding anything to the contrary contained herein, the aggregate payment obligation of Guarantor under subsection (b) immediately above shall not exceed the total maximum amount of \$2,000,000.00 (collectively, the "Special Cap on Non-Rental Obligations"). For the avoidance of doubt, the parties specifically agree that any amounts payable by Guarantor pursuant to subsection (a) immediately above shall not be considered in determining whether the Special Cap on Non-Rental Obligations applies under subsection (b) immediately above. Guarantor further agrees as follows:

1. It is specifically agreed and understood that, subject to Guarantor's written acknowledgment thereof, the terms of the Lease may be altered, affected, modified or changed by agreement between Landlord and Tenant (or by course of conduct) and the Lease may be assigned, subleased or otherwise transferred or succeeded to by or with the consent of Landlord or any assignee or successor in interest of Landlord and that this Guaranty shall thereupon and thereafter guaranty the Guaranteed Obligations as so altered, affected, modified, changed, assigned, subleased or otherwise transferred.

2. This Guaranty shall not be released, modified or affected by failure or delay on the part of Landlord to enforce any of the rights or remedies of Landlord in connection with the Lease, whether pursuant to the terms thereof or at law or in equity, or by any release of any person or entity liable under the terms of the Lease.

3. Subject to the Special Cap on Non-Rental Obligations, the liability of Guarantor under this Guaranty shall continue until all Rentals (as defined below) and other sums due in connection with the Lease have been paid in full and until all other obligations to Landlord have been satisfied. If all or any portion of Tenant's obligations due under the Lease are paid or performed by Tenant, the obligations of Guarantor hereunder shall continue and remain in full force and effect in the event that all or any part of such payment(s) or performance(s) is avoided or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise.

4. Guarantor warrants and represents to Landlord that Guarantor now has and will continue to have full and complete access to any and all information concerning the Lease, the value of the assets owned or to be acquired by Tenant, Tenant's financial status and its ability to pay and perform the Guaranteed Obligations. Guarantor further warrants and represents that Guarantor has reviewed and approved copies of the Lease and is fully informed of the remedies Landlord may pursue, with or without notice to Tenant, in the event of default under the Lease. So long as any of the obligations of Guarantor hereunder remain unsatisfied or owing to Landlord, Guarantor shall keep fully informed as to all aspects of Tenant's financial condition and the performance of the Guaranteed Obligations.

5. The liability of Guarantor under this Guaranty is a guaranty of payment and performance and not of collectability, and is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Lease or the pursuit by Landlord of any remedies that it now has or may hereafter have with respect thereto, at law, in equity or otherwise.

6. Guarantor hereby waives to the extent permitted by law: (i) notice of acceptance of this Guaranty; (ii) demand of payment, presentation and protest; (iii) any right to



require Landlord to apply to any default any security deposit or other security or letter of credit proceeds it may hold or be entitled to in connection with the Lease; (iv) any statute of limitations affecting the liability of Guarantor hereunder or the enforcement hereof; and (v) all principles and provisions of law that conflict with the terms of this Guaranty. Guarantor further agrees that Landlord may enforce this Guaranty upon the occurrence of a default under the Lease, notwithstanding any dispute between Landlord and Tenant with respect to the existence of said default or the payment or performance of the Guaranteed Obligations or any counterclaim, set-off or other claim that Tenant may allege against Landlord with respect thereto; provided, however, that if Tenant prevails in its assertion of such counterclaim, set-off or other claim, then Guarantor's monetary obligations to Landlord shall be appropriately reduced, and if Guarantor previously has paid to Landlord any amount(s) with respect to the subject matter of such asserted counterclaim, set-off or other claim, Landlord promptly shall return such amount(s) to Guarantor. Moreover, Guarantor agrees that the obligations of Guarantor shall not be affected by any circumstances that constitute a legal or equitable discharge of a guarantor or surety.

7. Guarantor agrees that Landlord may enforce this Guaranty without the necessity of proceeding against Tenant or any other Guarantor or guarantor. Guarantor hereby waives the right to require Landlord to proceed against Tenant or any other Guarantor or guarantor, or to exercise any right or remedy in connection with the Lease or to pursue any other remedy or to enforce any other right. Guarantor hereby expressly waives any and all benefits, defenses and rights under California Civil Code Sections 2845, 2849 and 2850 or otherwise to require Landlord to (i) proceed against Tenant or any other guarantor, pledgor or person liable under the Lease; (ii) proceed against or exhaust any security for the Lease or this Guaranty; or (iii) pursue any other remedy in Landlord's power or enforce any other right whatsoever.

8. (a) Guarantor agrees that nothing contained herein shall prevent Landlord from suing on the Lease or from exercising any rights available to it thereunder and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantor.

(b) Guarantor agrees that Guarantor shall have no right of subrogation against Tenant or any right of contribution against any other Guarantor or guarantor unless and until, subject to the Special Cap on Non-Rental Obligations, all Rentals and all other sums due in connection with the Lease have been paid in full and all other obligations in connection with the Lease have been satisfied. Guarantor further agrees that, to the extent the waiver of Guarantor's rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation Guarantor may have against Tenant shall be junior and subordinate to any rights Landlord may have against Tenant, and any rights of contribution Guarantor may have against any other Guarantor or guarantor shall be junior and subordinate to any rights Landlord may have against such other Guarantor or guarantor.

(c) To the extent any dispute exists at any time between Guarantor and a third party as to Guarantor's right to contribution or otherwise, Guarantor agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations,

orders, penalties, proceedings, stop notices and suits in any way arising or resulting from or in connection with or related to such dispute.

(d) The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any case, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant or by any defense that Tenant may have by reason of the order, decree or decision of any court or administrative body resulting from any such case. Landlord shall have the sole right to accept or reject any plan on behalf of Guarantor proposed in such case and to take any other action that Guarantor would be entitled to take, including, without limitation, the decision to file or not file a claim. Guarantor acknowledges and agrees that, subject to the Special Cap on Non-Rental Obligations, any payment that accrues with respect to Tenant's obligations in connection with the Lease (including, without limitation, the payment of Rentals) after the commencement of any such proceeding (or, if any such payment ceases to accrue by operation of law by reason of the commencement of said proceeding, such payment as would have accrued if said proceeding had not been commenced) shall be included in Guarantor's obligations hereunder because it is the intention of the parties that said obligations should be determined without regard to any rule or law or order that may relieve Tenant of any of its obligations in connection with the Lease. Guarantor hereby permits any trustee in bankruptcy, receiver, debtor-in-possession, assignee for the benefit of creditors or similar person or entity to pay Landlord, or allow the claim of Landlord in respect of, any such payment accruing after the date on which such proceeding is commenced. Guarantor hereby assigns to Landlord Guarantor's right to receive any payments from any trustee in bankruptcy, receiver, debtor-in-possession, assignee for the benefit of creditors or similar person or entity by way of dividend, adequate protection payment or otherwise.

9. Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Guaranty or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Guaranty) and shall be deemed to have been properly given, rendered or made only if hand-delivered or sent by first-class mail, postage pre-paid, addressed to the other party at its respective address set forth below, and shall be deemed to have been given, rendered or made on the day it is hand-delivered or on the third business day after the day it is mailed. By giving notice as provided above, either party may designate a different address for notices, statements, demands, consents, approvals or other communications intended for it.

To Guarantor:            Crystal Acquisition Company Limited  
Fort Anne  
Douglas  
Isle of Man  
IM1 5PD  
Attention: Manager

With copy to:

Crystal Acquisition Company Limited  
c/o Crystal Cruises LLC  
11755 Wilshire Boulevard, Suite 900

Los Angeles, California 90025  
Attention: President and Legal Counsel

To Landlord: c/o CBRE Global Investors, LLC  
515 S. Flower Street, Suite 3100  
Los Angeles, California 90071  
Attention: Wilshire Landmark I Portfolio Manager

with a copy to:

CBRE, Inc.  
11755 Wilshire Boulevard, Suite 1110  
Los Angeles, CA 90025  
Attention: Office of the Building

**10.** Guarantor represents and warrants to Landlord as follows:

**(a)** No consent of any other person or entity, including, without limitation, any creditors of Guarantor, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by Guarantor in connection with this Guaranty or the execution, delivery, performance, validity or enforceability of this Guaranty and all obligations required hereunder. This Guaranty has been duly executed and delivered by Guarantor, and constitutes the legally valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms. Guarantor is (and shall continue to be for as long as this Guaranty is in effect) duly organized, validly existing and in good standing under the laws of the state of its organization, and is (and shall continue to be for as long as this Guaranty is in effect) qualified to do business in the state in which the Premises is located.

**(b)** The execution, delivery and performance of this Guaranty will not violate any provision of any existing law or regulation binding on Guarantor, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on Guarantor, or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which Guarantor is a party or by which Guarantor or any of Guarantor's assets may be bound, and will not result in, or require, the creation or imposition of any lien on any of Guarantor's properties, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

**11.** The obligations of Tenant under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require Guarantor to do and provide the same relative to Guarantor.

**12.** This Guaranty shall be binding upon Guarantor, the heirs, representatives, administrators, executors, successors and assigns of Guarantor and shall inure to the benefit of and shall be enforceable by Landlord, its successors, transferees and assigns. This Guaranty replaces and supersedes in all respects the Guaranty of Standard Form Office Lease dated as of May 28, 2013,

entered into by Nippon Yusen Kabushiki Kaisha (NYK Line), a Japanese corporation, in favor of Landlord.

**13.** All initial capitalized terms not specifically defined in this Guaranty shall have the meanings assigned to them in the Lease. As used in this Guaranty, the following terms shall include the meanings specified below:

(a) "Landlord" refers to and means the landlord specifically named in the Lease and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee in the Lease or any part thereof or in the building or the part thereof that includes the property covered by the Lease, whether by assignment, purchase and sale, or otherwise. So long as Landlord's interest in or to the property or the rents, issues and profits therefrom, or in, to or under the Lease, are subject to any mortgage or deed of trust or assignment for security, no acquisition of Landlord's interest in the property or under the Lease shall affect the continuing obligations of Guarantor under this Guaranty, which obligations shall continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment, of any purchaser at sale by judicial foreclosure or under private power of sale, and of the successors and assigns of any such mortgagee, beneficiary, trustee, assignee or purchaser.

(b) "Tenant" refers to and means the tenant specifically named in the Lease and also any assignee, subtenant or other transferee of said Lease or any part thereof and also any successor to the interests of said Tenant, assignee, subtenant or other transferee of such Lease or any part thereof, whether by assignment, sublease or otherwise.

(c) "Rentals" refers to and includes (i) all Base Rent payable under the Lease, as such Base Rent may be adjusted from time to time, (ii) all additional Rent payable in connection with the Lease, (iii) any percentage rent payable under the Lease, (iv) any adjustments and other additional rent and other charges payable from time to time in connection with the Lease, and (v) all amounts (whether or not characterized as rents) that may be owing by Tenant in connection with the Lease or by law after any default by Tenant under the Lease.

**14.** In the event of any dispute or litigation regarding the interpretation, enforcement or validity of this Guaranty, the non-prevailing party shall be obligated to pay all charges, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing party, whether or not any action or proceeding is commenced regarding such dispute and whether or not such litigation is prosecuted to judgment.

**15.** Every term of this Guaranty is intended to be severable. In the event any term hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms hereof, which terms shall remain binding and enforceable. This Guaranty shall be governed by and construed in accordance with the laws of the State of California.

**16.** This Guaranty may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Guaranty with the

same effect as if all parties had executed the same signature page. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty and re-attached to any other counterpart of this Guaranty identical in form hereto but having attached to it one or more additional signature pages. This Guaranty shall constitute the entire agreement of Guarantor with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressed herein.

17. No failure or delay on the part of Landlord to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No term of this Guaranty or right of Landlord under this Guaranty can be waived or modified, nor can Guarantor be released from Guarantor's obligations hereunder, except by a writing duly executed by Landlord.

18. Each Guarantor, if there is more than one, shall be jointly and severally liable for the obligations under this Guaranty.

19. Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809 (which provides that the liability of a surety may be no larger nor more burdensome than that of the principal), 2810 (which provides the surety is not liable if the principal is disabled at the time of the execution of the obligation), 2819 (which provides that a surety is exonerated by modification of the underlying obligation without the guarantor's consent), 2822 (which provides that a surety is exonerated by part performance of the underlying obligation), 2839 (which provides that a surety is exonerated by the performance or the offer of performance of the principal obligation), 2899 (which provides for the order of resort to different funds held by the creditor) and 3433 (which provides for the right of a creditor to require that another creditor entitled to resort to several sources of payments first resort to sources not available to the first creditor), and all similar laws now or hereafter in effect.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, Guarantor has duly executed this Guaranty as of the day and year first above written.

**“GUARANTOR”:**

**CRYSTAL ACQUISITION COMPANY LIMITED,**  
a company formed under the Companies Act 2006

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT B**

**IRREVOCABLE LETTER OF CREDIT**

Beneficiary: [Landlord]

Letter of Credit No.: [\_\_\_\_\_]

Date: [\_\_\_\_\_] [\_\_\_\_], 20[\_\_\_\_]

Ladies and Gentlemen:

At the request and for the account of [Tenant], we hereby establish our Irrevocable Letter of Credit in your favor in the sum of [\_\_\_\_\_] and [\_\_\_\_]/100 United States Dollars (US \$[\_\_\_\_\_.\_\_\_\_]) available with us at our above office by payment of your draft(s) drawn on us at sight accompanied by your signed and dated statement worded as follows:

“The undersigned, an authorized representative of [insert Beneficiary name] (“Landlord”), hereby certifies that one or more of the following has occurred: (1) [\_\_\_\_\_] a [\_\_\_\_\_] [\_\_\_\_\_] (“Tenant”), is in default under that certain Standard Form Office Lease dated as of May 28, 2013 (as amended and otherwise modified, the “Lease”) entered or succeeded into by and between Landlord and Tenant, and Landlord is entitled to draw under the Letter of Credit; and/or (2) Tenant failed to deliver a replacement Letter of Credit at least thirty (30) days prior to the then current expiration date of the existing Letter of Credit.”

Partial drawings are permitted. (More than one draft may be drawn and presented under this Letter of Credit).

Each draft must be marked “Drawn under [Name of Bank] Letter of Credit No. [\_\_\_\_\_].”

Each draft must also be accompanied by the original of this Letter of Credit for our endorsement on this Letter of Credit of our payment of such draft.

This Letter of Credit expires at our above office on [\_\_\_\_\_] [\_\_\_\_], 20[\_\_\_\_], but shall be automatically extended, without written amendment, to [\_\_\_\_\_] [\_\_\_\_], 20[\_\_\_\_] in each succeeding calendar year unless we have sent written notice to you at your address above by registered mail or express courier that we elect not to renew this Letter of Credit beyond the date specified in such notice, which shall be at least forty-five (45) calendar days after the date we send you such notice (the “Expiration Date”). Upon our sending you such notice of the non renewal of this Letter of Credit, you may also draw under this Letter of Credit by presentation to us at our above address, on or before the expiration date specified in such notice, of your draft drawn on us at sight accompanied by your signed and dated statement worded as follows:

“The undersigned, an authorized representative of [Landlord], hereby certifies that we have received notice from [Name of Bank] that Letter of Credit No. [ ] will not be renewed beyond the current expiration date and that we have not received a replacement Letter of Credit as provided in that certain Standard Form Office Lease dated as of May 28, 2013 (as amended and otherwise modified, the “Lease”) entered or succeeded into by and between Landlord and [ ], a [ ] [ ] (“Tenant”).”

This Letter of Credit is transferable one or more times, but in each instance only in the full amount available to be drawn under this Letter of Credit at the time of each transfer. Any such transfer may be effected only through ourselves and only upon presentation to us at our above-specified office of a duly executed instrument of transfer in substantially the format attached hereto as Exhibit A together with the original of this Letter of Credit. Any transfer of this Letter of Credit may not change the place of expiration of this Letter of Credit from our above-specified office. Each transfer shall be evidenced by our endorsement on the reverse of the original of this Letter of Credit, and we shall deliver the original of this Letter of Credit so endorsed to the transferee. Each such transfer will be effected at no cost to you. Any transfer fee to be paid to us for a transfer will be payable solely by the applicant, but the payment of any such transfer fee will not be a condition to the validity or effectiveness of such transfer or this Letter of Credit. Transfer is prohibited to any restricted party on the U.S. Treasury Department Office of Foreign Assets Control list of specially designated national and blocked entities and any other parties whom U.S. companies are prohibited from doing business with according to U.S. law.

If any instructions accompanying a drawing under this Letter of Credit request that payment be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions even if the account number identifies a person or entity different from the intended payee.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision), International Chamber of Commerce Publication No. 600, and engages us in accordance therewith.

We hereby engage with you that each draft drawn and presented to us in material compliance with the terms of this Letter of Credit will be duly honored by payment to you of the amount requested.

Very truly yours,

[NAME OF BANK]

By:

\_\_\_\_\_  
(Authorized Signature)



**EXHIBIT A TO [NAME OF BANK]  
LETTER OF CREDIT NO. [\_\_\_\_\_]**

**TO: [fill in name and address of Bank]**

**Date: [\_\_\_\_\_] [\_\_\_\_], 20[\_\_\_\_]**

**LETTER OF CREDIT INFORMATION**

**Bank Letter of Credit No.: [\_\_\_\_\_]**

For value received, the undersigned beneficiary of the above-described Letter of Credit (the "Transferor") hereby irrevocably assigns and transfers all its rights under the Letter of Credit as heretofore and hereafter amended, extended or increased (the "Credit") to the following transferee (the "Transferee"):

\_\_\_\_\_  
*Name of Transferee*

\_\_\_\_\_  
*Address*

By this transfer all of our rights in the Credit are transferred to the Transferee, and the Transferee shall have sole rights as beneficiary under the Credit, including, but not limited to, sole rights relating to any amendments, whether increases or extensions or other amendments, and whether such amendments are now existing or hereafter made.

**ADVICE OF FUTURE AMENDMENTS:** You are hereby irrevocably instructed to advise future amendment(s) of the Credit to the Transferee without Transferor's consent or notice to the Transferor.

Enclosed are the original of the Credit and the original of all amendments to this date. Please notify the Transferee of this transfer and of the terms and conditions of the Credit as transferred. This transfer will not become effective until the Transferee is so notified.

**TRANSFEROR'S SIGNATURE GUARANTEED BY:**

\_\_\_\_\_  
**[Bank's Name]**

\_\_\_\_\_  
**[Transferor's Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FORMAT AGREED TO AND ACCEPTED BY:**

**APPLICANT**

By: \_\_\_\_\_  
(Authorized Signature)

## SECOND AMENDMENT TO STANDARD FORM OFFICE LEASE

**THIS SECOND AMENDMENT TO STANDARD FORM OFFICE LEASE** dated effective as of June 9, 2016 (this "Second Amendment"), is entered into by and between **CSHV WILSHIRE LANDMARK, LLC**, a Delaware limited liability company ("Landlord"), and **CRYSTAL CRUISES, LLC**, a California limited liability company ("Tenant"), with reference to the following:

### RECITALS

**A. WHEREAS**, Landlord and Crystal Cruises, Inc., a California corporation and Tenant's predecessor in interest under the Lease ("Original Tenant"), entered into that certain Standard Form Office Lease dated as of May 28, 2013 (the "Original Lease"), as amended by that certain First Amendment to Standard Form Office Lease dated as of April 27, 2015 (the "First Amendment" and, together with the Original Lease, collectively, the "Lease"), by and between Landlord and Tenant, for the lease of certain premises (the "Premises") consisting of approximately 35,920 rentable square feet known as Suites 800 and 900 and comprising the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of that certain building (the "Building") with an address of 11755 Wilshire Boulevard, Los Angeles, California, 90025, commonly known and identified as Wilshire Landmark I, as more particularly described in the Lease. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the "Lease" in the Lease and in this Second Amendment shall hereinafter be deemed to refer to the Lease, as amended hereby.

**B. WHEREAS**, Landlord and Tenant desire by this Second Amendment to amend the Lease in order to (a) reduce the "LC Amount" for the "Letter of Credit" (as such terms are defined in Section 2(a) of the First Amendment), and (b) further amend, modify and supplement the Lease as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### AGREEMENT

**1. Letter of Credit.** At the time Tenant delivers the executed originals of this Second Amendment to Landlord for Landlord's execution (but prior to such execution by Landlord), Tenant shall deliver to Landlord, along with such execution originals of this Second Amendment, (a) an amended or new Letter of Credit in the amount of \$11,000,000.00 (which shall be deemed to be the "LC Amount" for all purposes under the Lease) in substantially the form attached to the First Amendment as Exhibit B and subject to Landlord's approval (in Landlord's reasonable and good faith discretion) at all times, which amended Letter of Credit (or new Letter of Credit, as the case may be) shall otherwise comply with, and be subject to, the terms and conditions of Section 2 of the

First Amendment, and (b) an amount equal to the attorneys' fees incurred by Landlord in connection with this Second Amendment. Except as set forth in this Section 1, the amended Letter of Credit (or new Letter of Credit, as the case may be) shall be treated as if it were the original Letter of Credit referenced in Section 2 of the First Amendment. Further, if Tenant delivers a new Letter of Credit (instead of an amended Letter of Credit) in accordance with this Section 1, then such new Letter of Credit shall replace the existing Letter of Credit referenced in Section 2 of the First Amendment.

2. **Notices/Rent Payments.** Until such time as Landlord delivers written notice to Tenant of any change to any such address, Landlord's address for notices and other communications in connection with the Lease (collectively, "Notices") and for Rent payments shall be as follows:

(a) **Landlord's Notice Address:**

c/o CBRE Global Investors, LLC  
515 S. Flower Street, Suite 3100  
Los Angeles, California 90071  
Attention: Wilshire Landmark I Portfolio Manager

with a copy to:

CBRE, Inc.  
11755 Wilshire Boulevard, Suite 2250  
Los Angeles, CA 90025  
Attention: Office of the Building

(b) **Landlord's Rent Payment Address:**

CBREI ITF CalSTRS, Wilshire Landmark I  
P.O. Box #100213  
Pasadena, CA 91189-0213

3. **Condition of Premises.** Tenant acknowledges that (a) it has been occupying and continues to occupy the Premises, (b) it is familiar with the condition of the Premises, (c) it accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance, and (d) Landlord has made no representation or warranty regarding the condition of the Premises or the suitability thereof for Tenant's business. Pursuant to California Civil Code Section 1938, Landlord hereby certifies to Tenant that, as of the date of this Second Amendment, the Project of which the Premises forms a part has not undergone inspection by a "Certified Access Specialist" (CASp).

4. **Tenant's Estoppel.** Tenant hereby certifies and acknowledges that, as of the date of the mutual execution of this Second Amendment, (a) Landlord is not in default in any respect under the Lease; (b) Tenant does not have any defenses to its obligations under the Lease; (c) there

are no offsets against Rent; (d) Landlord is holding the Security Deposit in the amount of \$126,542.12; and (e) Landlord has completed any improvements and paid any allowances required to be constructed or paid by Landlord in accordance with the terms of the Lease. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Second Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this Second Amendment; and (iii) Landlord is relying on such representations in entering into this Second Amendment.

5. **Brokers.** Tenant hereby represents and warrants to Landlord that it has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this Second Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders, penalties, proceedings, stop notices and suits (collectively, "Claims") in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty.

6. **Landlord's Limitation of Liability.** It is expressly understood and agreed that notwithstanding anything in the Lease to the contrary, and notwithstanding any Applicable Law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Project (which shall include, without limitation, the Building, unencumbered insurance proceeds, condemnation proceeds, proceeds of sale and rents and other income from the Project), and neither Landlord, nor any of its constituent partners, shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. With the except of Landlord's right to consequential damages as provided in Section 37 of the Original Lease, under no circumstances shall Landlord or Tenant be liable for consequential damages, including, without limitation, injury to either party's business or for any loss of income or profit therefrom; provided, that the foregoing shall not be deemed to limit Landlord's remedies with respect to any Rent payable to Landlord.

7. **Landlord Exculpation; CBRE Global as Signatory.** This Second Amendment is being executed by CBRE Global Investors, LLC, a Delaware limited liability company ("CBRE Global"), as investment manager for California State Teachers' Retirement System, a public entity created pursuant to the laws of the State of California ("CALSTRS"), the sole member of Landlord, and Landlord represents and warrants to Tenant that CBRE Global is properly and duly authorized to so bind Landlord. No present or future officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent of Landlord or CALSTRS shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent under or in connection with the Lease or any other document or instrument heretofore or hereafter executed in

connection with the Lease. Tenant hereby waives and releases any and all such personal liability and recourse; however, the preceding clause shall in no manner restrict Tenant's recourse against Landlord itself pursuant to the terms and conditions of the Lease. The limitations of liability provided in this Section are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by Applicable Law or in any other contract, agreement or instrument. Tenant further acknowledges that CBRE Global has entered into this Second Amendment as investment manager to CALSTRS, the sole member of Landlord, and Tenant agrees that all persons dealing with CBRE Global must look solely to Landlord for the enforcement of any Claims arising under the Lease (subject to the limitations upon Landlord's liability set forth above and in the Lease), as neither CBRE Global nor any of its affiliated entities (including, but not limited to, CBRE, Inc. and CBRE Services, Inc.) nor any of their respective officers, directors, agents, managers, trustees, employees, members, investment managers, partners or shareholders assume any personal, corporate, partnership, limited liability company, or other liability for any of the obligations entered into by CBRE Global as investment manager for CALSTRS, the sole member of Landlord.

**8. Acknowledgment, Representation and Warranty Regarding Prohibited Transactions.** Tenant has been informed by Landlord that Landlord is wholly owned by CALSTRS, a unit of the California Government Operations Agency established pursuant to Title I, Division 1, Parts 13 and 14 of the California Education Code, Sections 22000, et seq., as amended (the "Education Code"), and that, as a result, CALSTRS is prohibited from engaging in certain transactions with or for the benefit of an "employer", "employing agency", "member", "beneficiary" or "participant" (as those terms are defined or used in the Education Code). In addition, Tenant has been informed by Landlord that certain restrictions under the Internal Revenue Code, 26 U.S.C. Section 1, et seq. (the "Code") may apply to distributions made by CALSTRS to its members, beneficiaries and participants. Accordingly, Tenant hereby advises Landlord that, to Tenant's actual knowledge without duty of investigation or inquiry, and subject to the last sentence of this Section, (a) Tenant is neither an employer, employing agency, member, beneficiary or participant within the meaning of the Education Code; (b) Tenant has not knowingly made any contribution or contributions to Landlord or CALSTRS; (c) neither an employer, employing agency, member, beneficiary nor participant (as such terms are defined in the Education Code), nor any person who has made any contribution to Landlord or CALSTRS, nor any combination thereof, is knowingly related to Tenant by any relationship described in Section 267(b) of the Code; (d) subject to any brokerage commissions and Rent payable in connection with the Lease, neither Landlord, CALSTRS, CBRE Global, their affiliates, related entities, agents, officers, directors or employees, nor any CALSTRS board member, employee or internal investment contractor thereof or therefor (collectively, "Landlord Affiliates") has received or will receive, directly or indirectly, any payment, consideration or other benefit from, nor does any Landlord Affiliate have any agreement or arrangement with, Tenant or any person or entity affiliated with Tenant, relating to the transactions contemplated by the Lease; and (e) except for publicly traded shares of stock or other publicly traded ownership interests, no Landlord Affiliate has any direct or indirect ownership interest in Tenant or any person or entity affiliated with Tenant. Landlord acknowledges that (i) Tenant and/or such entities affiliated with Tenant may be publicly held companies, and one or more Landlord Affiliates may own shares in such companies, and (ii) such publicly held companies and their subsidiaries and affiliates (including, without limitation, Tenant) may employ former teachers who may have made

contributions to Landlord. Landlord also acknowledges that Tenant may contract with CBRE Global entities for a number of services, including, but not limited to, management and brokerage services. In addition, and notwithstanding anything to the contrary contained in this Section, Tenant shall not be responsible for any violation by Landlord or its affiliates if the execution of this Second Amendment by Landlord or its affiliates is found to have constituted a prohibited transaction pursuant to the foregoing terms of this Section, nor shall Tenant be liable for any damages incurred by Landlord or its affiliates as a result of such violation, unless Tenant willfully and knowingly made a false representation under this Section, and the damages incurred by Landlord or its affiliates are directly attributable to such false representation.

9. **Miscellaneous.** Tenant is the successor in interest to Original Tenant under the Lease. Landlord and Tenant hereby ratify and confirm their respective rights and obligations under the Lease. Except as specifically herein amended, the Lease is and shall remain in full force and effect according to the terms thereof. In the event of any conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control. The headings to sections of this Second Amendment are for convenient reference only and shall not be used in interpreting this Second Amendment. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**[SIGNATURE PAGES FOLLOW]**


IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Second Amendment as of the date first above written.

**“LANDLORD”:**

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

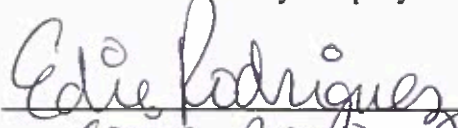
By: CBRE Global Investors, LLC, a Delaware limited liability company  
Its: Investment Manager

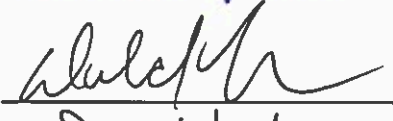
By:   
Authorized Signatory

By:   
Authorized Signatory

**“TENANT”:**

**CRYSTAL CRUISES, LLC,**  
a California limited liability company

By:   
Name: EDIE RODRIGUEZ  
Its: President & CEO

By:   
Name: Donald Mason  
Its: SUP, Finance



**GUARANTOR'S ACKNOWLEDGMENT AND CONSENT**

The undersigned, guarantor of the obligations of Tenant under the Lease (as defined in the Second Amendment to Standard Form Office Lease (the "Second Amendment") to which this Guarantor's Acknowledgment and Consent is attached), hereby acknowledges familiarity with and consents to the terms of the Second Amendment and ratifies and affirms its continuing obligations under that certain Guaranty of Standard Form Office Lease dated as of April 27, 2015 and executed by the undersigned in connection with the Lease, notwithstanding the execution of the Second Amendment.

**CRYSTAL ACQUISITION COMPANY LIMITED,**  
a company formed under the Companies Act 2006

By: Edie Rodriguez

Name: EDIE RODRIGUEZ

Its: Director

## THIRD AMENDMENT TO STANDARD FORM OFFICE LEASE

**THIS THIRD AMENDMENT TO STANDARD FORM OFFICE LEASE** dated as of September 7, 2017 (this "Third Amendment"), is entered into by and between **CSHV WILSHIRE LANDMARK, LLC**, a Delaware limited liability company ("Landlord"), and **CRYSTAL CRUISES, LLC**, a California limited liability company ("Tenant"), with reference to the following:

### RECITALS

**A. WHEREAS**, Landlord and Crystal Cruises, Inc., a California corporation and Tenant's predecessor in interest under the Lease ("Original Tenant"), entered into that certain Standard Form Office Lease dated as of May 28, 2013 (the "Original Lease"), as amended by (a) that certain First Amendment to Standard Form Office Lease dated as of April 27, 2015 (the "First Amendment"), by and between Landlord and Tenant, and (b) that certain Second Amendment to Standard Form Office Lease dated as of June 9, 2016 (the "Second Amendment" and, together with the Original Lease and the First Amendment, collectively, the "Lease"), by and between Landlord and Tenant, for the lease of certain premises (the "Premises") consisting of approximately 35,920 rentable square feet known as Suites 800 and 900 and comprising the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of that certain building (the "Building") with an address of 11755 Wilshire Boulevard, Los Angeles, California, 90025, commonly known and identified as Wilshire Landmark I, as more particularly described in the Lease. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the "Lease" in the Lease and in this Third Amendment shall hereinafter be deemed to refer to the Lease, as amended hereby.

**B. WHEREAS**, Landlord and Tenant desire by this Third Amendment to amend the Lease in order to (a) reduce the "LC Amount" for the "Letter of Credit" (as such terms are defined in Section 2(a) of the First Amendment), and (b) further amend, modify and supplement the Lease as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### AGREEMENT

#### **1. Letter of Credit.**

**(a) Initial Reduction.** At the time Tenant delivers the executed originals of this Third Amendment to Landlord for Landlord's execution (but prior to such execution by Landlord), Tenant shall deliver to Landlord, along with such execution originals of this Third Amendment, (i) an amended or new Letter of Credit, effective as of October 1, 2017 (but subject to the terms of Section 1(c) below in any event), in the amount of \$8,896,724.16 (which, effective as of

October 1, 2017 but subject to the terms of Section 1(c) below in any event, shall be deemed to be the “LC Amount” for all purposes under the Lease), in substantially the form attached to the First Amendment as Exhibit B and subject to Landlord’s approval (in Landlord’s reasonable and good faith discretion) at all times, which amended Letter of Credit (or new Letter of Credit, as the case may be) shall otherwise comply with, and be subject to, the terms and conditions of Section 2 of the First Amendment, and (ii) an amount equal to the attorneys’ fees incurred by Landlord in connection with this Third Amendment. Except as set forth in this Section 1, the amended Letter of Credit (or new Letter of Credit, as the case may be) shall be treated as if it were the original Letter of Credit referenced in Section 2 of the First Amendment. Further, if Tenant delivers a new Letter of Credit (instead of an amended Letter of Credit) in accordance with this Section 1, then such new Letter of Credit shall, subject to the terms of Section 1(c) below in any event, replace the existing Letter of Credit referenced in Section 2 of the First Amendment.

**(b) Periodic Reduction.** Provided that Tenant is not then in default under the Lease at the time of any reduction of the LC Amount provided for in this sentence and has not previously committed and does not subsequently commit a default under the Lease (in the event of any such default, the right to reduction of the LC Amount provided in this sentence shall terminate and be of no further force or effect and Tenant shall, to the extent applicable, promptly restore the LC Amount to the \$8,896,724.16 amount set forth in Section 1(a) above), and subject to the terms of Section 1(c) below in any event, the LC Amount shall be reduced to (i) \$7,599,565.20 on October 1, 2018, and (ii) \$6,263,491.48 on October 1, 2019; provided, that the reduction of the LC Amount provided in this sentence shall at all times be a right personal to the Tenant named in this Third Amendment (the “Named Tenant”) only, and shall terminate and be of no further force or effect (and Tenant shall, to the extent applicable, promptly restore the LC Amount to the \$8,896,724.16 amount set forth in Section 1(a) above) if the Named Tenant is succeeded to or assigns or otherwise transfers any interest under the Lease or to the Premises (provided that the foregoing reference to “transfers” in this sentence only shall not be deemed to include any sublease of the Premises or any portion thereof).

**(c) Condition to Effectiveness.** Notwithstanding anything to the contrary contained in this Third Amendment, the reductions of the LC Amount provided for in Section 1(a) and Section 1(b) above shall be deemed contingent on Tenant not having been in default under the Lease before the initial reduction takes effect on October 1, 2017, and if any such default has occurred prior to October 1, 2017, then, notwithstanding anything to the contrary contained in this Third Amendment, no such reductions shall occur and the LC Amount shall remain the \$11,000,000.00 amount set forth in the Second Amendment.

**2. Alterations.** Upon completion of any Alterations, Tenant shall deliver to the Building management office a reproducible copy (in paper and electronic form to include full-sized PDF and CAD) of the “as built” drawings of the Alterations; provided, that such “as built” drawings shall not be required with respect to any Permitted Alterations.

**3. Notices/Rent Payments.** Until such time as Landlord delivers written notice to Tenant of any change to any such address, Landlord’s addresses for Notices, and for Rent payments, shall be as follows:

(a) **Landlord's Notice Address:**

c/o CBRE Global Investors, LLC  
515 S. Flower Street, Suite 3100  
Los Angeles, California 90071  
Attention: Wilshire Landmark I Portfolio Manager

with a copy to:

c/o CBRE, Inc.  
11755 Wilshire Boulevard, Suite 1625  
Los Angeles, California 90025  
Attention: Office of the Building

(b) **Landlord's Rent Payment Address:**

CBREI ITF CalSTRS, Wilshire Landmark I  
P.O. Box #100213  
Pasadena, California 91189-0213

4. **Condition of Premises.** Tenant acknowledges that (a) it has been occupying and continues to occupy the Premises, (b) it is familiar with the condition of the Premises, (c) it accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance, and (d) Landlord has made no representation or warranty regarding the condition of the Premises or the suitability thereof for Tenant's business.

5. **Tenant's Estoppel.** Tenant hereby certifies and acknowledges that, as of the date of the mutual execution of this Third Amendment, (a) Landlord is not in default in any respect under the Lease; (b) Tenant does not have any defenses to its obligations under the Lease; (c) there are no offsets against Rent; (d) Landlord is holding the Security Deposit in the amount of \$126,542.12; and (e) Landlord has completed any improvements and paid any allowances required to be constructed or paid by Landlord in accordance with the terms of the Lease. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Third Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this Third Amendment; and (iii) Landlord is relying on such representations in entering into this Third Amendment.

6. **Brokers.** Tenant hereby represents and warrants to Landlord that it has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this Third Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders,

penalties, proceedings, stop notices and suits (collectively, “Claims”) in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty.

7. **Limitations of Liability.** It is expressly understood and agreed that notwithstanding anything to the contrary contained in the Lease, and notwithstanding any Applicable Law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Project (which shall include, without limitation, the Building, unencumbered insurance proceeds, condemnation proceeds, proceeds of sale and rents and other income from the Project), and neither Landlord, nor any of its constituent partners, shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Notwithstanding anything to the contrary contained in the Lease, with the exception of Landlord’s right to consequential damages as provided in Section 37 of the Original Lease, under no circumstances shall Landlord or Tenant be liable for consequential damages, including, without limitation, injury to either party’s business or for any loss of income or profit therefrom; provided, that the foregoing shall not be deemed to limit Landlord’s remedies with respect to any Rent payable to Landlord.

8. **Landlord Exculpation; CBRE Global as Signatory.** This Third Amendment is being executed by CBRE Global Investors, LLC, a Delaware limited liability company (“CBRE Global”), as investment manager for California State Teachers’ Retirement System, a public entity created pursuant to the laws of the State of California (“CALSTRS”), the sole member of Landlord, and Landlord represents and warrants to Tenant that CBRE Global is properly and duly authorized to so bind Landlord. No present or future officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent of Landlord or CALSTRS shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent under or in connection with the Lease or any other document or instrument heretofore or hereafter executed in connection with the Lease. Tenant hereby waives and releases any and all such personal liability and recourse; however, the preceding clause shall in no manner restrict Tenant’s recourse against Landlord itself pursuant to the terms and conditions of the Lease. The limitations of liability provided in this Section are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by Applicable Law or in any other contract, agreement or instrument. Tenant further acknowledges that CBRE Global has entered into this Third Amendment as investment manager to CALSTRS, the sole member of Landlord, and Tenant agrees that all persons dealing with CBRE Global must look solely to Landlord for the enforcement of any Claims arising under the Lease (subject to the limitations upon Landlord’s liability set forth above and in the Lease), as neither CBRE Global nor any of its affiliated entities (including, but not limited to, CBRE, Inc. and CBRE Services, Inc.) nor any of their respective officers, directors, agents, managers, trustees, employees, members, investment managers, partners or shareholders assume any personal, corporate, partnership, limited liability company, or other liability for any of the obligations entered into by CBRE Global as investment manager for CALSTRS, the sole member of Landlord.

**9. Acknowledgment, Representation and Warranty Regarding Prohibited**

**Transactions.** Tenant has been informed by Landlord that Landlord is wholly owned by CALSTRS, a unit of the California Government Operations Agency established pursuant to Title 1, Division 1, Parts 13 and 14 of the California Education Code, Sections 22000, et seq., as amended (the “Education Code”), and that, as a result, CALSTRS is prohibited from engaging in certain transactions with or for the benefit of an “employer”, “employing agency”, “member”, “beneficiary” or “participant” (as those terms are defined or used in the Education Code). In addition, Tenant has been informed by Landlord that certain restrictions under the Internal Revenue Code, 26 U.S.C. Section 1, et seq. (the “Code”) may apply to distributions made by CALSTRS to its members, beneficiaries and participants. Accordingly, Tenant hereby advises Landlord that, to Tenant’s actual knowledge without duty of investigation or inquiry, and subject to the last sentence of this Section, (a) Tenant is neither an employer, employing agency, member, beneficiary or participant within the meaning of the Education Code; (b) Tenant has not knowingly made any contribution or contributions to Landlord or CALSTRS; (c) neither an employer, employing agency, member, beneficiary nor participant (as such terms are defined in the Education Code), nor any person who has made any contribution to Landlord or CALSTRS, nor any combination thereof, is knowingly related to Tenant by any relationship described in Section 267(b) of the Code; (d) subject to any brokerage commissions and Rent payable in connection with the Lease, neither Landlord, CALSTRS, CBRE Global, their affiliates, related entities, agents, officers, directors or employees, nor any CALSTRS board member, employee or internal investment contractor thereof or therefor (collectively, “Landlord Affiliates”) has received or will receive, directly or indirectly, any payment, consideration or other benefit from, nor does any Landlord Affiliate have any agreement or arrangement with, Tenant or any person or entity affiliated with Tenant, relating to the transactions contemplated by the Lease; and (e) except for publicly traded shares of stock or other publicly traded ownership interests, no Landlord Affiliate has any direct or indirect ownership interest in Tenant or any person or entity affiliated with Tenant. Landlord acknowledges that (i) Tenant and/or such entities affiliated with Tenant may be publicly held companies, and one or more Landlord Affiliates may own shares in such companies, and (ii) such publicly held companies and their subsidiaries and affiliates (including, without limitation, Tenant) may employ former teachers who may have made contributions to Landlord. Landlord also acknowledges that Tenant may contract with CBRE Global entities for a number of services, including, but not limited to, management and brokerage services. In addition, and notwithstanding anything to the contrary contained in this Section, Tenant shall not be responsible for any violation by Landlord or its affiliates if the execution of this Third Amendment by Landlord or its affiliates is found to have constituted a prohibited transaction pursuant to the foregoing terms of this Section, nor shall Tenant be liable for any damages incurred by Landlord or its affiliates as a result of such violation, unless Tenant willfully and knowingly made a false representation or other statement under this Section, and the damages incurred by Landlord or its affiliates are directly attributable to such false representation or other statement.

**10. California Accessibility Disclosure.**

(a) **Statutory Notice.** Pursuant to California Civil Code Section 1938(a), Landlord hereby discloses to Tenant that, as of the date of mutual execution of this Third Amendment, the Premises and the Project have not undergone inspection by a Certified Access

Specialist (“CASp”). As a result, Landlord hereby provides the following notice (the “CASp Notice”) to Tenant as required by California Civil Code Section 1938(e):

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

In furtherance of and in connection with the CASp Notice, Tenant, having read such CASp Notice and having understood Tenant’s right to request and obtain a CASp inspection, hereby elects not to obtain such CASp inspection and, to the maximum extent permitted by Applicable Law, Tenant hereby waives any right to obtain a CASp inspection with respect to the Premises and the Project (the “CASp Waiver”).

**(b) Alternative Remedy.** If the CASp Waiver is not enforceable under Applicable Law, then Landlord and Tenant hereby agree as follows (which shall constitute the mutual agreement of the parties as to the matters described in the last sentence of the CASp Notice): (i) Tenant shall have the one-time right to request and obtain a CASp inspection for the Premises (a “CASp Inspection”), which request shall be made, if at all, in a written notice delivered by Tenant to Landlord on or before the date that is thirty (30) days following the date of mutual execution of this Third Amendment; (ii) if Tenant requests a CASp Inspection in accordance with the terms of the immediately preceding subsection (i), then such CASp Inspection shall be performed (A) between the hours of 9:00 a.m. and 5:00 p.m. on any business day, subject to reasonable coordination with Landlord on the exact timing of such CASp Inspection and with no less than ten (10) days prior written notice to Landlord, (B) in a professional and confidential manner by a CASp designated by Landlord (but under contract with Tenant) and without any testing that would damage the Premises or the Project (it being Tenant’s obligation to promptly repair and restore any portion of the Premises and the Project affected by such CASp Inspection to the condition such portion was in immediately prior to being so affected) or interfere with the operations of Landlord or any other tenants and occupants of the Project, and (C) at Tenant’s sole cost and expense, including, without limitation, Tenant’s payment of any fee for such CASp Inspection, any fee for any reports prepared by the CASp in connection with such CASp Inspection (collectively, the “CASp Reports”) and all other costs and expenses in connection therewith (such as, by way of example only but not limitation, any costs of repairing and restoring any portion of the Premises and the Project affected by such CASp Inspection); (iii) Tenant shall deliver a copy of any CASp Reports to Landlord within two (2) business days after Tenant’s receipt thereof; (iv) Tenant, at its sole cost and expense, shall be responsible for performing any work to or within the Premises (any such work shall be deemed an Alteration and shall be subject to the terms of the Lease regarding Alterations, including, without limitation, Landlord’s consent rights in connection therewith) to correct violations of construction-related accessibility standards disclosed by such CASp Inspection (provided, that Landlord may elect

to instead perform any or all of such work at Tenant's sole cost and expense); and (v) if such CASp Inspection identifies any work necessary to correct violations of construction-related accessibility standards relating to those portions of the Project located outside of the Premises that are Landlord's obligation to repair as set forth in Section 7.1 of the Original Lease, then Landlord shall perform such work to the extent required by Applicable Law to correct such violations, and Tenant shall reimburse Landlord for the cost of such work within ten (10) business days after Tenant's receipt of an invoice therefor from Landlord. Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with or related to any CASp Notice, CASp Inspection and/or remediation required in connection therewith (whether inside the Premises or in any other portion of the Project), it being the specific intent of the parties that Landlord not incur any cost in connection with any of the same. Tenant specifically agrees that Tenant shall not, and shall cause the CASp not to, use or disclose to any person or entity other than Landlord, Tenant and the CASp, any information or document prepared in connection with any CASp Inspection (including, without limitation, any CASp Report). For the avoidance of doubt, the parties specifically agree that the foregoing terms of this Section shall not amend or otherwise modify the terms of the Lease (including, without limitation, the terms of the Lease regarding maintenance, repair, Alterations and any other work) if Tenant does not request or obtain a CASp Inspection pursuant to the terms of this Section.

**11. Miscellaneous.** Tenant is the successor in interest to Original Tenant under the Lease. Landlord and Tenant hereby ratify and confirm their respective rights and obligations under the Lease. Except as specifically herein amended, the Lease is and shall remain in full force and effect according to the terms thereof; provided, that the last two (2) sentences of Section 20 of the Original Lease are hereby deleted and of no force or effect. In the event of any conflict between the terms of the Lease and the terms of this Third Amendment, the terms of this Third Amendment shall control. The headings to sections of this Third Amendment are for convenient reference only and shall not be used in interpreting this Third Amendment. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**[SIGNATURE PAGES FOLLOW]**



**IN WITNESS WHEREOF**, Landlord and Tenant have caused their duly authorized representatives to execute this Third Amendment as of the date first above written.

**“LANDLORD”:**

**CSHV WILSHIRE LANDMARK, LLC**,  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

By: CBRE Global Investors, LLC, a Delaware limited liability company  
Its: Investment Manager

By: DocuSigned by:  
*Anthony Ecker*  
45D16745E02B49D...  
Authorized Signatory

By: DocuSigned by:  
*Chris Bailey*  
B59D6E239A71406...  
Authorized Signatory

**“TENANT”:**

**CRYSTAL CRUISES, LLC**,  
a California limited liability company

By: DocuSigned by:  
*Donald Mason*  
1D2B6F2F616F42D...  
Donald Mason

Name: \_\_\_\_\_

Its: CFO  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_


Its: \_\_\_\_\_

**GUARANTOR'S ACKNOWLEDGMENT AND CONSENT**

The undersigned, guarantor of the obligations of Tenant under the Lease (as defined in the Third Amendment to Standard Form Office Lease (the "Third Amendment") to which this Guarantor's Acknowledgment and Consent is attached), hereby acknowledges familiarity with and consents to the terms of the Third Amendment and ratifies and affirms its continuing obligations under that certain Guaranty of Standard Form Office Lease dated as of April 27, 2015 and executed by the undersigned in connection with the Lease, notwithstanding the execution of the Third Amendment.

**CRYSTAL ACQUISITION COMPANY LIMITED,**

a company formed under the Companies Act 2006

By:   
1D2B6E2F616E42D  
Donald Mason

Name: \_\_\_\_\_

Its: CFO \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 9B9DAA3733284F188EC5AE7B9377C7FA Status: Completed  
 Subject: Please DocuSign: Crystal Cruises Third Amendment to Lease at Landmark I (Los Angeles)  
 DMSUserID: RKING@LINERLAW.COM  
 DMSTargetID: !nrtdms:0:!session:WS-DMS01:!database:DMSDB1:!folder:ordinary,24014:  
 DMSStatus: checkedOut  
 Source Envelope:  
 Document Pages: 9 Signatures: 4 Envelope Originator:  
 Supplemental Document Pages: 0 Initials: 0 Ryan King  
 Certificate Pages: 5  
 AutoNav: Enabled Payments: 0 rking@linerlaw.com  
 Envelopeld Stamping: Enabled IP Address: 69.88.129.46  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original Holder: Ryan King Location: DocuSign  
 9/27/2017 9:57:07 AM rking@linerlaw.com

## Signer Events

Donald Mason  
 DMason@crystalcruises.com  
 CFO  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 1D2B6F2F616F42D...  
 Using IP Address: 12.21.215.166

## Timestamp

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 Viewed: 9/27/2017 10:04:58 AM  
 Signed: 9/27/2017 3:21:49 PM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

Anthony Ecker  
 Tony.Ecker@cbreglobalinvestors.com  
 Authorized Signatory  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Using IP Address: 208.68.247.152

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 Signed: 9/27/2017 3:33:00 PM

### Electronic Record and Signature Disclosure: Accepted: 9/27/2017 3:32:37 PM ID: 8dbf655c-27c1-4174-9108-702422e15b93

Chris Bailey  
 Chris.Bailey@cbreglobalinvestors.com  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Using IP Address: 107.77.229.232  
 Signed using mobile

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 Signed: 9/28/2017 8:08:22 AM

### Electronic Record and Signature Disclosure: Accepted: 6/15/2017 2:36:29 PM ID: 50bef16f-f6a1-4fab-80cc-1b95b334ea26

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	9/28/2017 8:08:14 AM
Signing Complete	Security Checked	9/28/2017 8:08:22 AM
Completed	Security Checked	9/28/2017 8:08:22 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Liner LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Liner LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [onsitesupport@linerlaw.com](mailto:onsitesupport@linerlaw.com)

**To advise Liner LLP of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [onsitesupport@linerlaw.com](mailto:onsitesupport@linerlaw.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Liner LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [onsitesupport@linerlaw.com](mailto:onsitesupport@linerlaw.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Liner LLP**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [onsitesupport@linerlaw.com](mailto:onsitesupport@linerlaw.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

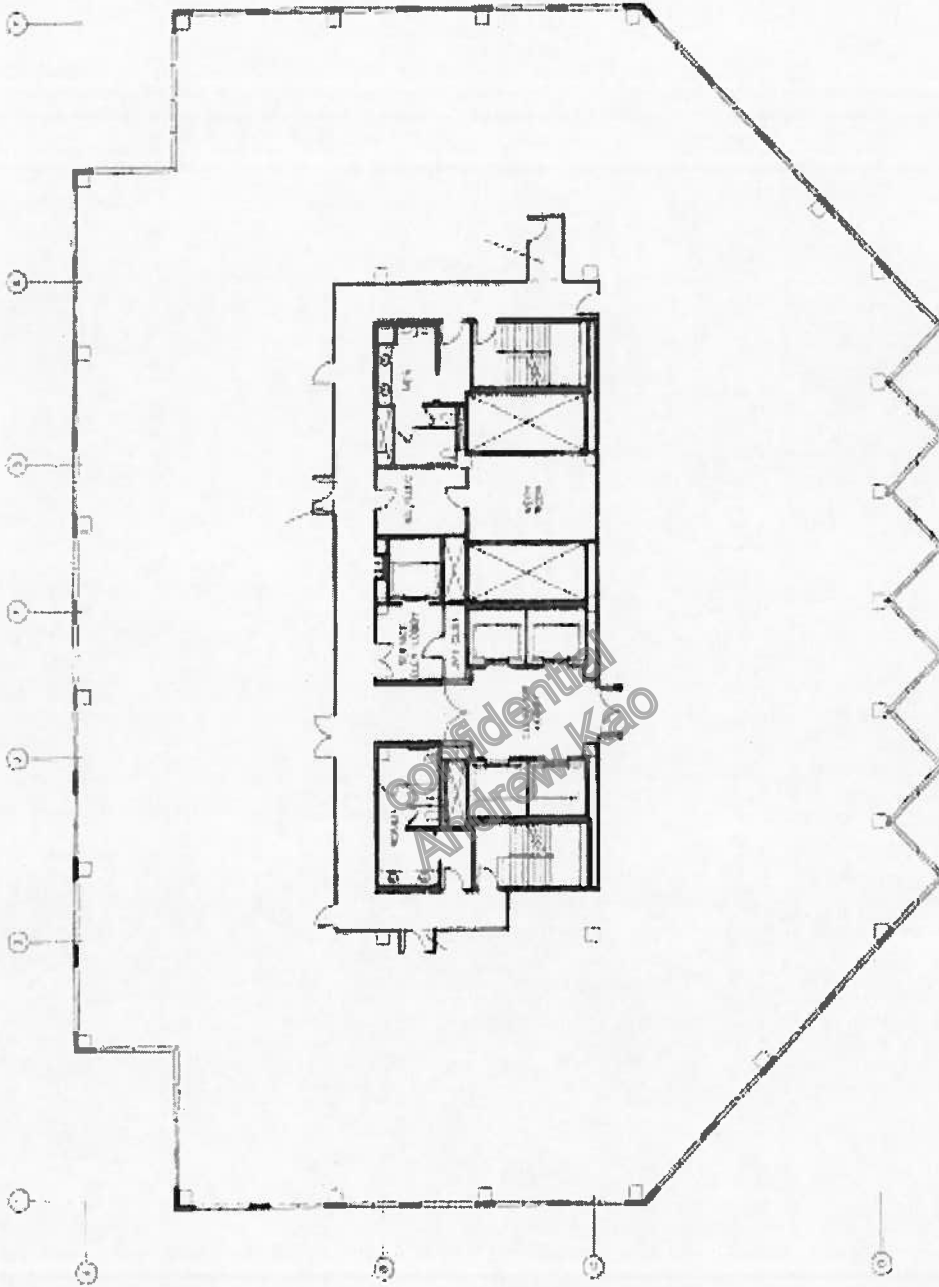
- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Liner LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Liner LLP during the course of my relationship with you.

EXHIBIT "B"

Subleased Premises



Suite 900



1566

FLOOR 9  
1755 WILSHIRE

EXHIBIT "C"

Furniture

Item	Quantity	Size
<b>Chairs</b>		
Herman Miller Mirra Workchair	104	
Guest Chair - Blue/Green	38	
Main Conference Room Chair	12	
Standing Conference Table Stool	10	
Brown Executive Conference Room Chair	8	
White Executive Conference Room Chair	8	
Triangle Shaped Stools	7	
White Desk Chair With Grey Mesh	7	
White Stackable Chair	19	
Black Desk Chair With Mesh Backing	4	
Brown Tan Fabric Wood Chair	4	
Entry Lounge Chair 1	4	
Brown Red Fabric Wood Chair	3	
Low Stool	3	
White Desk Chair With White Mesh	2	
Entry Lounge Chair 2	2	
Black Armchair (HR junior office)	2	
Chris Cruz Chair	1	
Jamie Chair	1	
Blue Green Desk Chair	1	
Knee Chair	1	
Toni's Chair	1	
Fancy Stool	1	
Orange phone room chair	1	
Meditation room fatboy beanbag chairs	3	
Meditation room exercise balls	3	
<b>Cubicle Parts</b>		
Computer Desk	56	6' x 2'5"
Side Desk - Long	24	5'6" x 1'11"
Side Desk - Short	14	3'6" x 1'7"
Bench/Filing Cabinet	42	6' x 1'7"
<b>Office Furniture</b>		
Computer Desk - Regular	9	5' x 3'
Computer Desk - Executive	2	Need Dims
Computer Desk - Standing	12	Need Dims
Side Desk & Drawers - Regular	21	10' x 2'
Side Desk & Drawers - Executive	3	Need Dims
Executive Display Table	2	Need Dims
Land Programs Shared Office Desk	2	
<b>Misc</b>		
Reception Desk - Marble	1	
Reception Desk - Wood	1	

Item	Quantity	Size
Exectutive Conf. Table	2	
Main Conferent Table	1	
Standing Meeting Table	2	5' x 3'
White Work Table	14	5' x 2'6"
Brown Work Table	2	
It Office Work Table	1	
Small Circular Table	3	
Medium Circular Table	3	
Break Room Circular Table	2	
Entry Lounge Circular Table	1	
Land Programs Coffee Table	1	
Entry Coffee Table	1	
Phone room side table	1	1'4" dia.
Mini Fridge	2	
Full Sized Fridge	2	
Microwave Oven	6	
Women's Rest Room Desk	2	
Grey Metal Bookshelf	2	
Stoll Bookshelf	2	
Paulsen Bookshelf	2	
Even'S Bookshelf	1	
Land Programs Shared Office Bookshelf	3	

EXHIBIT "D"

Pre-Approved Alterations



**WOLCOTT**  
ARCHITECTURE

3859 CARDIFF AVE, CULVER CITY, CA 90232  
310.204.2290 | WWW.WOLCOTT.AJ.COM

CONSULTANT:

CERTIFICATION:

PROJECT:

**OAK VIEW GROUP**  
11755 WILSHIRE BLVD  
LOS ANGELES, CA 90025

FLOOR/LEVEL: 9TH FLOOR

ISSUE OR REVISION NOTES:

NO.	DATE	DESCRIPTION
00.00.00		CONSTRUCTION DOCUMENTS

CLIENT SIGNATURE:

SIGNATURE: \_\_\_\_\_ DATE: 10/29/2020

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain the property of the designer and no part thereof shall be copied, disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared and developed without the written consent of the designer. Visual contact with these plans or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval before proceeding with fabrication.

PROJECT NO: **20-168-131**

DRAWN BY: AC CHECKED BY: JH

PROJECT MANAGER: JENNIFER HABERLIN

DRAWING SCALE: 1/8" = 1'-0"

SHEET SIZE: 24x36

DRAWING TITLE: **TEST FITS**

SHEET NO: **TF.03**

**GENERAL NOTES**

- DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION. W.A.I. HAS NOT FIELD VERIFIED THE AREA OF WORK PER CURRENT SITE CONDITIONS AND THIS SPACE PLAN IS SOLELY BASED ON BACKGROUND DRAWINGS PROVIDED BY OTHERS. THIS DRAWING SHALL BE USED FOR REFERENCE ONLY.
- PROPOSED PLAN IS SUBJECT TO BUILDING AND FIRE DEPARTMENT REVIEW AND APPROVAL.

**TEST FIT PLAN LEGEND**

- EXISTING PARTITION TO REMAIN
- NEW NON RATED PARTITION FROM FLOOR SLAB TO UNDERSIDE OF SUSPENDED CEILING
- NEW FRAMED GLASS PARTITION
- NEW DOOR, SEE DOOR NOTES SHEET A7.1
- EXISTING DOOR
- EXISTING MILLWORK TO REMAIN
- NEW MILLWORK
- NOT IN CONTRACT AREA
- N** NEW
- R** EXISTING TO BE RELOCATED
- E** EXISTING TO REMAIN

**WORKSPACE CAPACITY CHART**

SPACE DESCRIPTION	+/- AREA	REQUIRED	PLANNED
PRIVATE OFFICE A	590 SF	1	1
PRIVATE OFFICE B	260-280 SF	4	4
PRIVATE OFFICE C	150-160 SF	6	8
PRIVATE OFFICE D/E	130-150 SF	16	15
WORKSTATION A	6X8	5	21
WORKSTATION B	6X6	45	27
RECEPTION	-	1	1
<b>TOTAL</b>		<b>78</b>	<b>77</b>
RECEPTION	740 SF	1	1
KITCHEN/TOWN HALL	580 SF	1	1
COFFEE/PANTRY	180-200 SF	1	1
STORAGE	100-190 SF	1	2
WELLNESS ROOM	70 SF	1	1
BOARDROOM	410 SF	1	1
FINANCE CONF. ROOM	170 SF	1	1
COLLABORATION AREAS	-	-	5
M&C VISITING	170 SF	1	1
IT RACK ROOM	130 SF	1	1
MAIL/COPY ROOM	150 SF	0	1
MEDIUM CONF. ROOM	270 SF	0	2

**KEY NOTES**

- NEW MILLWORK IN THIS LOCATION.
- NEW OR RELOCATED FURNITURE IN THIS LOCATION. POWER/DATA REWORK REQUIRED.
- NEW CONSTRUCTION IN THIS AREA.
- DEMO WALLS TO OPEN UP EXISTING MULTI-PURPOSE ROOM.
- PROVIDE SEPARATE PRICING FOR SLIDING ACOUSTIC DOOR.



- PROGRAM LEGEND**
- EXECUTIVE
  - GLOBAL PARTNERSHIPS
  - ACCOUNTING
  - LEGAL
  - BUSINESS DEVELOPMENT
  - HUMAN RESOURCES
  - POLLSTAR
  - COLLEGE
  - CONFERENCING
  - CONSTRUCTION
  - ALLIANCE
  - INFORMATION TECHNOLOGY
  - RECEPTION
  - SECURITY
  - VENUES NOW
  - NEW HIRES

EXECUTIVE OFFICE ADDED PER CLIENT COMMENT 8/17/2020

FILE NAME: \\wac01\cad\01\CD\2020\20-888-142 Oak View Group 11755 Wilshire Blvd\Drawings\13-Rev\01\WG\_Wilshire 3.rvt  
DATE STAMP: 10/29/2020 12:30:35 PM

**TEST FIT - 9TH FLOOR**

1/8" = 1'-0"

EXHIBIT "E"

Pre-Approved Signage

Not applicable

EXHIBIT "F"

Pre-Approved Telecommunications Equipment



### Access Control/Security

Installation of 6 door readers  
Installation of 6-7 cameras  
Required hardware/wiring  
Setup & configuration of access control system

Estimated Cost (Based on Vendors Proposals) \$12,000

### Fiber/Low-Voltage Cabling

Installation of new cooper wiring  
Installation of fiber connection between IDF closet and new Server Room  
New building fiber run for ISP access into floor  
Required cabling materials  
Mounting of access points  
Moving pre-existing cabling due to construction

Estimated Cost (Based on Vendors Proposals) \$18,000

### Network Infrastructure

Racking of currant network equipment  
New UPS backup batteries (2x)  
Required hardware for existing rack and new cabinet  
Network security controller for connectivity  
Additional wireless access points

Estimated Cost (Based on Vendors Proposals) \$10,000

### A/V Configuration

TBD

Estimated Cost (Not Fully Scoped) \$10-20k

Date: November 8, 2023

Attn: Adam Losey (Crystal Cruise Legal Counsel)  
Losey PLLC  
1420 Edgewater Drive  
Orlando, FL 32804  
T: (407) 906-1605  
Email: [alosey@losey.law](mailto:alosey@losey.law)

Attn: Nadira Joseph or other Claims Administrator (Crystal Cruises, LLC & Crystal Holdings U.S., LLC )  
Michael Moecker & Associates (Bankruptcy Court – Assignee)  
1885 Marina Mile Blvd., Ste. 103  
Fort Lauderdale, FL 33315  
Phone: (954) 252-1560; Email: [info@moecker.com](mailto:info@moecker.com)

RE: Amended Claim for \$183,192 Security Deposit and  
Base Rent refund of \$122,128 for a total of \$305,320

**(Case Numbers: Consolidated Main Case No. 22-002742-CA-01; Crystal Cruises, LLC (Case No. 22-002742-CA-01); Crystal Holdings U.S., LLC (Case No. 22-002757-CA-01); Crystal AirCruises, LLC (Case No. 22-002758-CA-01))**

Dear Mr. Losey & Ms. Joseph:

As you may be aware, this firm is legal counsel to Oak View Group, LLC, a Delaware limited liability company ("OVG"). OVG previously filed Claim Number 2719 for refund of OVG's \$183,192 security deposit provided to Crystal Cruises, LLC ("Crystal Cruises"). OVG now amends OVG's claim to add to OVG's claim \$122,128 for free Base Rent which OVG was to receive under its Sublease but OVG did not receive. The total of OVG's amended claim is \$305,320. A copy of OVG's amended proof of claim is attached as Exhibit "A".

Pursuant to a sublease dated November 4, 2020 ("Sublease"), Crystal Cruises subleased to OVG the entire 9<sup>th</sup> floor of the building located at 11755 Wilshire Boulevard, Los Angeles, CA 90025. A copy of the Sublease is attached as Exhibit "B".

The Sublease term started on March 1, 2021, and was scheduled to end on January 31, 2024. Pursuant to Section 4 of the sublease, OVG provided Crystal Cruises security deposit of \$183,192 ("Security Deposit"). Pursuant to Section 3(a) of the Sublease, OVG was to have the 2<sup>nd</sup> and 3<sup>rd</sup> months of the Sublease term free of Base Rent of \$61,064.00 per month, totaling \$122,128.

Crystal Cruises commenced an assignment for the benefit of creditors (ABC) in the Circuit Court for the 11th Judicial District in Miami-Dade County, Florida under Case No. 2022-002742-CA-01 after which the Sublease was terminated. After termination of the Sublease,

OVG did not receive a refund of the Security Deposit or receive the free Base Rent to which OVG is entitled under the Sublease.

OVG fully performed all of OVG's obligations under the Sublease, including payment of Base Rent. Therefore, Crystal Cruises is not entitled to take any deductions from OVG's Security Deposit.

California Civil Code 1950.7(d)(2) provides as follows: "Upon termination of the landlord's interest in the unit in question, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent shall, within a reasonable time . . . return the portion of the payment or deposit remaining after any lawful deductions made under subdivision (c) to the tenant."

Section 4(c) of the Sublease required Crystal Cruises to return OVG's Security Deposit within 10 days, which has long passed. Regardless of which deadline is used for refunding OVG's Security Deposit, Crystal Cruises is clearly overdue in refunding OVG's Security Deposit.

California Civil Code §1950.7(b) provides as follows: "The payment or deposit of money shall be held by the landlord for the tenant who is party to the agreement. The claim of a tenant to the payment or deposit shall be prior to the claim of any creditor of the landlord, except a trustee in bankruptcy." Accordingly, OVG's claim for refund of OVG's Security Deposit is prior to the claim of any other creditor.

Per the Sublease, OVG was to receive free Base Rent for the 2<sup>nd</sup> and 3<sup>rd</sup> months of the Sublease. OVG in fact paid the Base Rent for these two months. The free Base Rent OVG was entitled to receive totals \$122,128. Accordingly, OVG is entitled to be paid \$122,128 as a creditor.

Please promptly send payment of \$305,320 (payable to Oak View Group, LLC) to Bryan Mashian, Esq., 11777 San Vincente Blvd, Suite #640, Los Angeles, California 90049. If you have any questions, please call me at (310) 207-1466 x 1.

Sincerely,

Bryan Mashian  
The Mashian Law Group  
Email: [Bryan@MashianLaw.com](mailto:Bryan@MashianLaw.com)

Enc.: Exhibit A (Amended Claim Form); Exhibit B (Sublease)

# **Exhibit A**

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

In Re:

**CRYSTAL CRUISES, LLC**  
a California Limited Liability company.

Assignor,

Case No.: 2022-002742 CA 01

To:

MARK C. HEALY,

Assignee,

**AMENDED PROOF OF CLAIM**

TO RECEIVE ANY DIVIDEND IN THIS PROCEEDING, YOU MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE NO LATER THAN:

**JUNE 11, 2022**

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

Mark C. Healy, Assignee  
MICHAEL MOECKER & ASSOCIATES, INC.  
1885 Marina Mile Blvd., Suite 106  
Fort Lauderdale, FL 33315  
(954) 252-1560 · (954) 252-2791 Fax No.  
Info@Moecker.com

- CREDITOR NAME (Your name):** Oak View Group, LLC, a Delaware limited liability company  
**ADDRESS:** c/o Mashian Law Group  
11777 San Vicente Blvd, St. #640, Los Angeles, CA 90049  
**TELEPHONE NUMBER:** (310) 207-1464 ex.1  
**E-MAIL ADDRESS:** Bryan@mashianlaw.com  
*Please be sure to notify us if you have a change of address.*
- BASIS FOR CLAIM:**  
 Goods Sold                       Wages, Salaries and Compensations                       Secured Creditor  
 Services Performed                       Taxes  
 Money Loaned                       Shareholder     Other: SECURITY DEPOSIT AND BASE RENT
- DATE DEBT WAS INCURRED:** November 4, 2020
- AMOUNT OF CLAIM:** \$305,320.00
- SUPPORTING DOCUMENTS:** **Attach copies of supporting documents**, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.
- SIGNATURE:** Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

DATED: November 17, 2023

BY:   
Signature of Claimant or Representative

Bryan Mashian (Attorney, Mashian Law Group)

Print Name and Title Here

# **Exhibit B**



## SUBLEASE

This Sublease ("**Sublease**") dated as of November 4, 2020, is made between Crystal Cruises, LLC, a California limited liability company (formerly a California corporation) ("**Sublandlord**") and Oak View Group, LLC, a Delaware limited liability company ("**Subtenant**").

### RECITALS

A. Sublandlord is the tenant under that certain lease dated as of May 28, 2013, as amended by (a) that certain First Amendment to Standard Form Office Lease dated as of April 27, 2015 (the "**First Amendment**"), by and between Landlord and Tenant, (b) that certain Second Amendment to Standard Form Office Lease dated as of June 9, 2016 (the "**Second Amendment**") and (c) that certain Third Amendment to Standard Form Office Lease dated as of September 7, 2017 (the "Third Amendment") (the "**Third Amendment**" and, together with the Original Lease, the First Amendment and the Second Amendment, collectively, the "**Master Lease**"), pursuant to which CSHV Wilshire Landmark, LLC, a Delaware limited liability company ("**Landlord**") leased to Sublandlord certain space (the "**Master Premises**") in the building (the "**Building**") located at 11755 Wilshire Boulevard, Los Angeles, CA 90025 as more particularly described in the Master Lease. A copy of the Master Lease is attached hereto as Exhibit "A".

B. Subtenant desires to sublease from Sublandlord and Sublandlord desires to sublease to Subtenant a portion of the Master Premises consisting of the entirety of the ninth (9<sup>th</sup>) floor of the Building, containing approximately 17,960 rentable square feet and as particularly shown on the floor plan attached and incorporated in this Sublease as Exhibit "B" (the "**Subleased Premises**" or "**Premises**"), for a term, at a rent, and upon and subject to the covenants, agreements, terms, conditions, limitations, exceptions and reservations contained in this Sublease.

C. Subtenant desires to also contemporaneously with this Sublease enter into a direct lease of the Premises between Subtenant (as tenant) with Landlord ("**Direct Lease**") the term of which Direct Lease starts immediately after expiration of the term of this Sublease.

### SECTION 1. SUBLEASE

(a) Demise. Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, upon and subject to the covenants, agreements, limitations, reservations, exceptions, terms and conditions contained in this Sublease.

(b) Contingencies. The parties' obligations under this Sublease are, subject to the terms and conditions contained in this Sublease, conditioned upon the following: (i) the parties receiving Landlord's written consent to this Sublease, (ii) Landlord waiving any right to recapture the Subleased Premises under the Master Lease (subparts (i) and (ii) are collectively referred to as "**Non-Waivable Contingencies**" and individually as "**Non-Waivable Contingency**"), (iii) Landlord consenting to Subtenant's Pre-Approved Alterations, Pre-Approved Signage and Pre-Approved Telecommunications Equipment (as such terms are herein defined) to or in the Subleased Premises or the Building, (iv) Landlord consenting that the Alterations made by Sublandlord are not to be removed at Subtenant's expense at the end of either the Sublease or the Direct Lease, (v) Landlord and Subtenant entering into the Direct Lease on terms and conditions acceptable to Subtenant, which, in part, shall include non-disturbance and attornment assurances satisfactory to Subtenant permitting Subtenant to continue to occupy the Subleased Premises on the terms of this Sublease if the Master Lease is terminated, (vi) Landlord providing Subtenant an estoppel certificate as provided in Section 21 of the Master Lease, and (vii) pursuant to the last two sentences of Section 20 of the Master Lease, Subtenant being provided with a recordable subordination, non-disturbance and attornment from the holder of the loan currently encumbering the Building (subparts (iii)-(vii) are each referred to as "**Waivable Contingency**" and collectively as "**Waivable Contingencies**").

(c) Non-Waivable Contingencies. Sublandlord shall, at Sublandlord's sole cost and expense, from and after the parties' mutual execution of this Sublease, promptly, diligently, continuously using commercially reasonable efforts pursue satisfying the Non-Waivable Contingencies. Subtenant agrees to reasonably cooperate with Sublandlord to satisfy the Non-Waivable Contingencies by providing information to Landlord required by the Master Lease for satisfaction of the Non-Waivable Contingencies. Sublandlord shall update Subtenant of Sublandlord's efforts and progress in satisfying the Non-Waivable Contingencies. If, notwithstanding such required efforts by Sublandlord, the Non-Waivable Contingencies are not satisfied by the sixtieth (60<sup>th</sup>) day following the parties' execution of this Sublease ("**Contingency Expiration Date**"), then this Sublease shall automatically terminate, Sublandlord shall refund to Subtenant any funds paid by Subtenant, and thereafter neither Sublandlord nor Subtenant shall have any further obligations under this Sublease after the date of termination except for indemnity and insurance obligations relating to Subtenants use of the Premises during the period between execution of this Sublease and such termination of this Sublease.

(d) Waivable Contingencies. Sublandlord shall support Subtenant in its pursuit of the Waivable Contingencies but shall have no liability for Subtenant's failure to secure any or all of the Waivable Contingencies and shall not be required to incur any expenses associated with such efforts. Subtenant shall promptly pay or reimburse Sublandlord for any costs or expenses

passed down from the Landlord to Sublandlord in accordance with the terms of the Master Lease. All or any of the Waivable Contingencies are solely for Subtenant's benefit, and all or any one of such Waivable Contingencies may be waived by Subtenant in Subtenant's sole and absolute discretion. If, by the Contingency Expiration Date, any one or more of the Waivable Contingencies is not satisfied, then, at Subtenant's option, which Subtenant may exercise in Subtenant's sole and absolute discretion, Subtenant shall have the right, upon Subtenant's written notice thereof to Sublandlord, (i) to terminate this Sublease, in which event Sublandlord shall refund to Subtenant any funds paid by Subtenant, and thereafter neither Sublandlord nor Subtenant shall have any further obligations under this Sublease after the date of termination, except for indemnity and insurance obligations relating to Subtenants use of the Premises during the period between execution of this Sublease and such termination of this Sublease and any expenses described in this Section 1(d), or (ii) waive any one or more of the Waivable Contingencies, in which event this Sublease shall not be terminated due to the failure of such Waivable Contingency.

## SECTION 2. TERM

(a) Commencement. The term (the "**Term**") of this Sublease shall commence on the later to occur of (i) the date this Sublease has been executed by Sublandlord and Subtenant, (ii) the date the Non-Waivable Contingencies are satisfied, (iii) the date the Waivable Contingencies are satisfied or waived by Subtenant, and (iv) March 1, 2021 ("**Commencement Date**"), and shall end on January 31, 2024 ("**Termination Date**"), unless terminated sooner in accordance with the provisions of this Sublease; provided, however, if the Non-Waivable Contingencies have not been satisfied by the Contingency Expiration Date, then this Sublease shall terminate as provided in and pursuant to the terms of Paragraph 1(c) above.

(b) Early access. Subtenant, and Subtenant's architects, contractors, subcontractors, and vendors shall be permitted exclusive access to the Subleased Premises and parking spaces for purposes of completion of Subtenant's tenant improvements, systems furniture, telecommunications cabling, installation of furniture, fixtures, equipment (including I.T., infrastructure and potentially satellite dishes on the roof of the building at any time after the date this Sublease has been executed by Sublandlord and Subtenant, and the date that the Non-Waivable Contingencies are satisfied but not for the purpose of operating Subtenant's business on the Premises provided that Subtenant has provided to Sublandlord certificates of insurance for all insurance that Subtenant is required to maintain under this Sublease. If Subtenant is provided access to the Premises before the Commencement Date, all of the terms and provisions of this Sublease shall apply to Subtenant's use of the Premises except for the requirement for the payment of Rent (other than parking charges), and Subtenant shall abide by all of such terms and provisions.

## SECTION 3. RENT

(a) Base Rent. The fixed monthly rent ("**Base Rent**") for the Subleased Premises shall be in an amount equal to \$3.40 per rentable square foot, Sixty One Thousand Sixty Four dollars (\$61,064.00), which Subtenant agrees to pay in monthly installments, in advance, on the first day of each and every calendar month during the term of this Sublease except that the Base Rent for the first full calendar month of the term of this Sublease shall be paid to Sublandlord when this Sublease is executed by Sublandlord and Subtenant. In addition, the Base Rent shall increase by three percent (3%) per annum on each anniversary of the Commencement Date. Notwithstanding anything in this Section of the Sublease to the contrary, Subtenant shall be entitled to an abatement of Base Rent in the amount of \$61,064.00 per month in months two (2) and three (3) of the Term. The total amount of Base Rent abated during these two months shall equal \$122,128.00.

(b) Additional Rent. Commencing with the calendar year 2022, Subtenant shall reimburse to Sublandlord as additional rent ("**Additional Rent**") the amount of Operating Costs (as defined in Article 5 of the Master Lease, which definition includes "Taxes" [as defined in the Master Lease]) proportionately allocable to the Subleased Space (or fifty percent (50%)) that Sublandlord paid to Landlord and that are in excess of the Operating Costs proportionately allocable to the Subleased Premises (or fifty percent (50%)) for calendar year 2021 (the "**Sublease Base Year**") that Sublandlord paid to Landlord. For example, if Operating Expenses paid by Sublandlord to Landlord for the Sublease Base Year (namely, 2021 calendar year) are \$100, and if the Operating Expenses paid by Sublandlord to Landlord for the 2022 calendar year are \$110, Subtenant would pay to Sublandlord for the calendar year 2022 Five Dollars (\$5.00) for Operating Expenses (i.e., 50% of \$10.00). If Subtenant desires to dispute any Additional Rent, then Subtenant shall have the same rights as against Sublandlord that Sublandlord has against Landlord under Section 5.6 of the Master Lease and Sublandlord shall cooperate with Subtenant in connection therewith and exercise Sublandlord's rights and remedies therefor under the Master Lease. On or before the parties' execution of this Sublease, Sublandlord shall provide Subtenant a true, correct and complete copy of the Landlord submitted Operating Costs for 2019, and year to date Operating Costs for 2020.

(c) Services. In addition, Subtenant shall pay to Sublandlord as Additional Rent, if not otherwise paid directly to Landlord, the utility and service fees and charges imposed by Landlord specifically and solely relating to Subtenant's use of utilities and/or services (such as after-hours air conditioning or extraordinary janitorial services) which are not included in the basic services provided by Landlord under the Master Lease, and Subtenant shall have the right to directly contact and communicate with Landlord regarding the same, including, but not limited to, those utilities, services and other matters referred to in Article 17 of the Master Lease. Subtenant shall pay Additional Rent to Sublandlord within thirty (30) days after receipt of an invoice or demand. Any delay by Sublandlord in billing any sum set forth in this section shall not constitute a waiver of or in any way impair Subtenant's



obligation to pay the same in accordance with the terms of this Sublease. Subtenant's obligations under this section shall survive the termination of this Sublease.

(d) Payment of Rent. The Base Rent, Additional Rent and other payments required under this Sublease shall be paid to Sublandlord at the address set forth in Section 16 of this Sublease, or at such other place as Sublandlord may designate from time to time in writing, in lawful money of the United States, as and when the same becomes due and payable, without any deduction, setoff, notice, or demand, except as permitted by Sublandlord under this Lease.

#### SECTION 4. SECURITY DEPOSIT

(a) Amount. Subtenant shall deposit with Sublandlord concurrently with Subtenant's execution of this Sublease the sum of One Hundred Eighty-Three Thousand and One Hundred Ninety-Two Dollars (\$183,192.00) as security for Subtenant's faithful performance of Subtenant's obligations under this Sublease ("**Security Deposit**"). On the first (1<sup>st</sup>) day of the thirteenth (13<sup>th</sup>), provided Subtenant is not then in default, then an amount equal to one month's Base Rent then due under this Sublease shall be automatically applied from the Security Deposit to payment of such Base Rent in lieu of Subtenant's separate payment of such Base Rent, and such application of the Security Deposit shall not constitute a breach or default under this Sublease or the Master Lease.

(b) Sublandlord Default. If Sublandlord fails to pay rent due under the Master Lease, Subtenant may use and apply the Security Deposit for payment of any amounts due by Subtenant to Sublandlord, such use and/or application of the Security Deposit shall not constitute a breach or default under this Sublease or the Master Lease, and Subtenant shall not be required to replenish or restore the Security Deposit.

(c) Subtenant Default. If Subtenant fails to pay rent or other charges when due under this Sublease, or fails to perform any obligations under this Sublease, Sublandlord may use the Security Deposit as necessary for payment of any rent or other amount then due and unpaid, for the payment of any other reasonable sum for which Sublandlord may become obligated because of Subtenant's default or breach, or a reasonable amount for any loss sustained by Sublandlord as a result of Subtenant's default or breach. If Sublandlord uses any portion of the Security Deposit, Subtenant will, within ten (10) days after written demand by Sublandlord, restore the Security Deposit to the full amount originally deposited. Subtenant's failure to do so will constitute a default under this Sublease. Sublandlord will not be required to keep the Security Deposit separate from its general accounts and will have no obligation or liability for payment of interest on the Security Deposit. If Sublandlord assigns its interest in this Sublease, Sublandlord will deliver to its assignee as much of the Security Deposit as Sublandlord then holds. Within ten (10) days after the Term has expired or Subtenant has vacated the Subleased Premises, whichever occurs last, and provided that Subtenant is not then in default under this Sublease, the Security Deposit, or as much as remains that has not been applied by Sublandlord, will be returned to Subtenant or to the last assignee, if any, of Subtenant's interest under this Sublease.

#### SECTION 5. USE OF SUBLEASED PREMISES

The Subleased Premises will be used and occupied only for general office uses compatible with a first-class office building. Subtenant shall at all times during the terms of this Sublease comply with all laws and governmental regulations applicable to Subtenant's business and with the terms and conditions of each license or permit required for the lawful conduct of Subtenant's business.

#### SECTION 6. CONDITION OF SUBLEASED PREMISES

(a) "As Is" Condition. Even though Subtenant has inspected the Subleased Premises and is generally familiar with the condition of every part thereof, Sublandlord states that Sublandlord does not, as of the last date Sublandlord was in possession of the Premises, have any actual knowledge, without investigation, of (i) any material latent or patent physical defects in the Subleased Premises, (ii) claimed or actual violations of the ADA or Title 24 by the condition of the Subleased Premises as of the Commencement Date, or (iii) any hazardous substances existing in the Subleased Premises. Subtenant further represents that it has made a thorough examination of the Master Lease and that it is familiar with all of the terms, conditions and covenants contained therein. Subtenant agrees that, except as otherwise expressly set forth in this Sublease, it enters into this Sublease without any representations, warranties or promises by Sublandlord, its agents, officers, representatives, employees, servants or any other person (i) with respect to the Building (as defined in the Master Lease) or the Subleased Premises or the condition thereof, or (ii) as to the terms, conditions, and covenants of the Master Lease. Subject to Sublandlord's obligations under Section 7(a) below, except as otherwise provided herein, Subtenant further agrees to accept the Subleased Premises "as is" in the condition existing on the Commencement Date.

(b) Furniture. As part of the Subleased Premises being subleased to Subtenant, for no additional consideration, Sublandlord hereby leases to Subtenant the furniture shown on Exhibit "C" attached hereto and described on Exhibit "C" attached hereto (the "**Furniture**") for the Term; however, the parties agree that Exhibit C may be attached subsequent to the full execution of this Sublease. Subtenant may decide that Subtenant does not desire to lease some of the Furniture, and Sublandlord shall, upon notice thereof provided before the Commencement Date, at Sublandlord's sole cost and expenses, remove from the

Subleased Premises all such unwanted Furniture before the Sublease Commencement Date. Subtenant shall have the right and option at any time during the Term to purchase the Furniture for payment of One Dollar (\$1.00) as payment for acquiring ownership of the Furniture. Sublandlord represents and warrants that it owns the Furniture free of any liens, leases, encumbrances or claims by other parties. Sublandlord has not made and does not make any other express or implied warranty or representation of any kind whatsoever with respect to the physical condition Furniture, including but not limited to: (a) merchantability of the Furniture or its fitness for any particular purpose; (b) the design or condition of the Furniture; (c) the quality of the Furniture; (d) workmanship or compliance of the Furniture with the requirements of any law or (e) latent defects. Subtenant accepts the Furniture on an "AS IS, WHERE IS" basis. Neither party shall have any obligation to maintain, repair or replace the Furniture during the Term.

(c) Cabling Separation Costs and Rack. To partially reimburse Subtenant for the cost and expense of separating the cabling of the Premises from the cabling of the Eight (8<sup>th</sup>) floor, Subtenant may offset Seven Hundred Dollars (\$700) from the first months' Base Rent. Sublandlord, as part of the consideration for this Sublease, transfers to Subtenant ownership of an IT equipment/rack, valued at (\$500), currently in the Premises.

#### SECTION 7. TENANT IMPROVEMENTS

(a) By Sublandlord. Except as expressly provided below and except as may be required by the Master Lease, Sublandlord shall not be required to make any modifications to the Subleased Premises, and in no event shall Sublandlord be required to repair any damage to the Furniture or any other equipment, furniture, furnishings, partitioning, carpeting, wallpapering or other decorative furnishings located at the Subleased Premises.

(b) By Subtenant. Provided Master Landlord consents thereto as part of the Waivable Contingencies or otherwise, Subtenant shall have the right to make alterations to the Subleased Premises described on Exhibit D ("**Pre-Approved Alteration(s)**"). Sublandlord consents to such Pre-Approved Alterations if Master Landlord consents thereto.

(c) End of Sublease. At the end of the Term, affixed alterations shall become the property of the Landlord as per the terms of the Master Lease and Subtenant shall have the right to remove all other furniture and equipment at the end of the Term. At the end of the Term, Subtenant shall not be required to remove any of the Pre-Approved Alterations or restore the Subleased Premises.

#### SECTION 8. ALTERATIONS AND SIGNAGE

(a) Alterations. Except for the Pre-Approved Alterations, no alterations or additions in or upon the Subleased Premises shall be made by Subtenant without the prior written consent of Sublandlord and Landlord, which consent may be given or withheld pursuant to the provisions of the Master Lease of Sublandlord and Landlord.

(b) Pre-Approved Signage. Provided Master Landlord consents thereto as part of the Waivable Contingencies or otherwise, Subtenant shall be entitled to, at Subtenant's cost, install the signage described on Exhibit E ("**Pre-Approved Signage**"). Sublandlord consents to such Pre-Approved Signage if Master Landlord consents thereto.

(c) Pre-Approved Telecommunications Equipment. Provided Master Landlord consents thereto as part of the Waivable Contingencies or otherwise, Subtenant shall be entitled to, at Subtenant's cost, install the telecommunications equipment described on Exhibit F ("**Pre-Approved Telecommunications Equipment**"). Sublandlord consents to such Pre-Approved Telecommunications Equipment if Master Landlord consents thereto.

#### SECTION 9. DEFAULT

If the rent or other monetary payments referred to in this Sublease, or any part thereof, whether the same be demanded or not, shall remain unpaid for a period of three (3) days after written notice of delinquency; or if any other term, condition or covenant of this Sublease shall be violated, and if Subtenant shall fail to cure the same within ten (10) days after the date of written notice from Sublandlord to Subtenant specifying the violations; or if the Subleased Premises or Subtenant's interest therein shall be taken on execution or other process of law as a result of the action or inaction of Subtenant; or if Subtenant shall petition to be or shall be declared bankrupt or insolvent according to law or shall enter into an assignment for the benefit of creditors; or if any default under the Master Lease shall occur solely due to failure of performance by Subtenant of any of its covenants and obligations under this Sublease, then and in any such case, Subtenant shall be deemed in default, and Sublandlord shall have all of the rights and remedies against Subtenant which would be available to Landlord against Sublandlord in the event of a default by Sublandlord under the Master Lease.

#### SECTION 10. ASSIGNMENT AND SUBLETTING

(a) Consent Required. Subject to Landlord's recapture rights and Landlord's approval as provided under the Master Lease, Subtenant will have the right to assign this Sublease or further sublet all or any part of the Subleased Premises pursuant to the rights of Sublandlord (as Tenant) under Section 13 of the Master Lease. Subtenant agrees that its right to assign or sublet

shall be subject to all of Landlord's rights under the Master Lease. Such consent shall be given within ten (10) business days of Tenant's delivery of written notice to Sublandlord. In the event that Subtenant assigns this Sublease or subleases all or any portion of the Subleased Premises, then Sublandlord shall be entitled to fifty percent (50%) of the difference between the Transfer Expenses (as herein defined) and the Transfer Income (the "**Profit Payment**"). If less than all of the Subleased Premises is subleased, the Profit Payment shall be calculated on a per square foot basis. The Profit Payment shall be paid by Subtenant to Sublandlord within five (5) days after it is received by Subtenant.

(b) Profit Payment. The term "**Transfer Income**" shall mean the rent received by Subtenant in connection with an assignment or sub-sublease. The term "**Transfer Expense(s)**" shall mean the aggregate of all the following: Rent during the term of the assignment or sub-sublease (adjusted on a per square foot basis in case of a sub-sublease of less than all of the Premises); Subtenant's actual, customary and reasonable expenses for such assignment or sub-sublease, such as advertising, tenant improvements, brokerage commissions, and attorneys' fees. In determining the Profit Payment, the Transfer Expenses shall be amortized on a straight-line basis as follows: in case of an assignment, over the then remaining term of this Sublease; and in case of a sub-sublease, over the original term of the sub-sublease (including any extension options).

#### SECTION 11. APPROVALS UNDER THE MASTER LEASE AND SUBLEASE

Whenever in the Master Lease Landlord is granted the right to prescribe, approve or require certain acts, standards or performances by Sublandlord, then Sublandlord shall also be deemed to have such right. Whenever under the Master Lease, Sublandlord must comply with certain requirements (e.g., obtaining insurance) or act or perform (e.g., hold harmless or reimburse) for the benefit of Landlord, Subtenant shall also comply or act for the benefit of Sublandlord and Landlord to the extent that obligation is attributable to the Subleased Premises; provided however, in the event the terms of this Sublease differ from the Master Lease, then the terms of this Sublease shall prevail as to Sublandlord's requirements

#### SECTION 12. SUBORDINATION; SUBTENANT'S COVENANTS; INDEMNITY AND INSURANCE

(a) Subordination. This Sublease is subject and subordinate to all of the terms, covenants, provisions, conditions and agreements contained in the Master Lease and in any amendments or supplements thereto and the matters to which the Master Lease is subject and subordinate.

(b) Sublandlord's Covenants. Sublandlord shall continue to perform and observe all of the terms, covenants, provisions, conditions and agreements of the Master Lease on Sublandlord's part to be performed and observed, and shall not do or cause to be done or suffer or permit any act or thing to be done which would or might case the Master Lease or the rights of Sublandlord as Tenant thereunder to be canceled, terminated or forfeited. Sublandlord has not, and will not, surrender, terminate, cancel, waive, accept waiver, change, supplement, alter, surrender or amend the Master Lease. Sublandlord shall give Subtenant immediate notice of any default by anyone under the Master Lease and to promptly deliver to Subtenant copies of each notice of default and all other notices, communications, plans, specifications and other similar instruments received or delivered by Sublandlord in connection therewith. Sublandlord shall furnish to Subtenant such information and evidence as Subtenant may reasonably require, at Subtenant's expense if Sublandlord is required to expend amounts to obtain information not readily available in the course of Sublandlord's business, concerning Sublandlord's due observance, performance and compliance with the terms, covenants and provisions of the Master Lease.

(c) Sublandlord's Indemnity. Except for any and all loss, damages, suits, penalties, claims and demands of every kind and nature (including, without limitation, reasonable attorneys' fees and expenses of defense) liabilities, claims arising from Subtenant's willful misconduct or gross negligence, Sublandlord agrees to indemnify and hold harmless Subtenant from and against any and all loss, damages, suits, penalties, claims and demands of every kind and nature (including, without limitation, reasonable attorneys' fees and expenses of defense) by reason of Sublandlord's (i) gross negligence or willful misconduct of Sublandlord, or (ii) any breach of the terms of this Sublease by Sublandlord. To the extent not prohibited by law, Sublandlord, its partners, trustees, ancillary trustees and their respective officers, directors, shareholders, members, beneficiaries, agents, servants, employees and independent contractors (collectively, "**Sublandlord Persons**") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Subtenant or by other persons claiming through Subtenant except for damage to the extent caused by the gross negligence or intentional misconduct of Sublandlord Persons.

(d) Subtenant's Covenants. Subtenant will not do or cause to be done or suffer or permit any act or thing to be done which would or might case the Master Lease or the rights of Sublandlord as Tenant thereunder to be canceled, terminated or forfeited or which would make Sublandlord liable for damages, claims or penalties.

(e) Subtenant's Indemnity. Except for any and all loss, damages, suits, penalties, claims and demands of every kind and nature (including, without limitation, reasonable attorneys' fees and expenses of defense) liabilities, claims arising from willful misconduct or gross negligence by Sublandlord or Sublandlord Persons, Subtenant agrees to indemnify and hold harmless Sublandlord Persons from and against any and all loss, damages, suits, penalties, claims and demands of every kind and nature

(including, without limitation, reasonable attorneys' fees and expenses of defense) by reason of Subtenant's failure to comply with the foregoing or arising from the use, occupancy or manner of use and/or occupancy of the Subleased Premises or of any business conducted therein, or from any work or thing whatsoever done or any condition created by or any other act or omission of Subtenant, its assignees, or subtenants, or their respective employees, agents, servants, contractors, invitees, visitors, or licensees, in or about the Subleased Premises or any other part of the Building. To the extent not prohibited by law, Subtenant, its partners, trustees, ancillary trustees and their respective officers, directors, shareholders, members, beneficiaries, agents, servants, employees and independent contractors (collectively, "**Subtenant Persons**") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Sublandlord or by other persons claiming through Sublandlord except for damage to the extent caused by the gross negligence or intentional misconduct of Subtenant Persons.

(f) Termination of Lease. In the event of, and upon the termination or cancellation of the Master Lease pursuant to the terms and conditions thereof, this Sublease shall automatically cease and terminate; provided, however, the foregoing shall give no rights subsequent to the termination of the Master Lease to Sublandlord under the Direct Lease, if any Direct Lease is entered into, between Landlord and Subtenant.

(g) Default by Subtenant. In the event of any default on the part of Subtenant under any of the terms, conditions, provisions or agreements of the Master Lease or this Sublease, Sublandlord shall have the same rights and remedies against Subtenant under this Sublease as are available to Landlord against Sublandlord under the provisions of the Master Lease.

(h) Insurance. Subtenant shall comply with the provisions of Article 9 of the Master Lease and shall name both Sublandlord and Landlord as additional insured, except for workers' compensation insurance and such insurance shall be effective as of the earlier of (i) the Commencement Date of this Sublease, or (ii) early access being provided to Subtenant under Paragraph 2(b) of this Sublease.

(i) Survival. The provisions of this section shall survive the expiration or sooner termination of the Sublease.

(j) Sublandlord Estoppel Certificate. Sublandlord represents and warrants to Subtenant as follows: (a) the Master Lease attached hereto as Exhibit A is true, correct and complete; (b) the Master Lease has not been modified (except as noted in the Recitals hereof) and is in full force and effect; (c) the expiration date of the Master Lease is the Expiration Date of this Sublease; (d) the amount of the letter of credit Landlord is currently holding from Sublandlord as security under the Master Lease is not less than \$6,263,491.48; (e) all rent, additional rent and other charges reserved in the Master Lease have been paid to the extent they are payable to the date hereof; (f) Sublandlord is not in default under any of the terms of the Master Lease and, to the best of its knowledge, there are no circumstances which, with the passage of time or the giving of notice or both, would constitute a default thereunder; and (g) to the best of Sublandlord's knowledge, the Landlord under the Master Lease is not in default under any of the terms or provisions thereof on the part of the Landlord to be observed or performed.

### SECTION 13. RIGHTS AND OBLIGATIONS UNDER SUBLEASE

(a) Incorporation of Master Lease. Except as otherwise provided in this Sublease, the provisions of the Master Lease are hereby incorporated by reference with the same force and effect as if set forth in length in this Sublease and shall apply to the Subleased Premises to the extent that the same are applicable, except as modified and amended by this Sublease. Notwithstanding the foregoing, the terms and conditions of Sections 1.3; 1.4; 1.5; 1.6; 1.7; 1.8; 1.9; 1.11; 1.12; 1.13; 1.18; 3.2, Articles 4 and 6 are expressly excluded from this Sublease. References in the Master Lease to "Sublandlord", "Subtenant", "Premises", and "Sublease" shall be deemed to refer to Sublandlord, Subtenant, Subleased Premises, and this Sublease, respectively. To the extent that any provisions of the Master Lease may conflict or be inconsistent with the provisions of this Sublease, whether or not inconsistency is expressly noted in this Sublease, the provisions of the Sublease shall govern.

(b) Landlord's Obligations. Notwithstanding the foregoing provisions of this Sublease to the contrary, it is understood and agreed that all services, repairs, restorations, consents, equipment and access which are required or authorized to be provided and made by Sublandlord or its agents under this Sublease or in accordance with the provisions of the Master Lease, will in fact be provided by Landlord to the extent required by the Master Lease, and Sublandlord shall have no obligation or liability during the term of this Sublease (i) to provide any such services, equipment or access, or make any such repairs or restorations, or (ii) for the manner in which the same are provided. If Landlord shall be entitled to any payment or remuneration by reason of additional services provided at the request of Subtenant with respect to the Subleased Premises, Subtenant shall pay the same promptly on demand as Additional Rent under this Sublease. Subtenant agrees to look solely to Landlord for the furnishing or such services in accordance with the terms of the Master Lease, and for any indemnity for any losses or claims arising by reason of any failure, breach or delay in performing or furnishing the same which may be available. Sublandlord shall in no event be liable to Subtenant nor shall the obligations of Subtenant under this Sublease be impaired or the performance hereof excused because of any failure or delay on Landlord's part in furnishing such services, equipment or access, or making such restorations or repairs, except to the extent that Sublandlord shall be entitled to any abatement of rent that Sublandlord is obligated to pay under the Master Lease in respect to any portion of the Subleased Premises, Subtenant shall have a corresponding abatement. Sublandlord hereby agrees that it shall not, without the written consent of Subtenant, which consent

may be withheld in Subtenant's sole discretion, enter into any agreement with Master Landlord which would result in a termination of the Master Lease with respect to the Subleased Premises prior to the Termination Date of this Sublease.

SECTION 14. DAMAGE OR DESTRUCTION

If the Subleased Premises are partially or totally damaged by fire or other cause, the consequences thereof shall be governed by Article 8 of the Master Lease. Subtenant's right to an apportionment or abatement of rent and to repairs shall be dependent upon whether or not Sublandlord has a right to apportionment or abatement of rents and/or repairs under Article 8 of the Master Lease in respect of the Subleased Premises. Except as such rights are provided to Sublandlord by Landlord in the Master Lease, no damage, compensation or claims shall be payable by Sublandlord for the inconvenience, loss of business or annoyance resulting from any repair or restoration of any portion of the Subleased Premises or of the Building. Subtenant shall not have any right to terminate the Sublease pursuant to Article 8 of the Master Lease, except to the extent Sublandlord has the right to terminate the Master Lease.

SECTION 15. ATTORNEY FEES

If either party commences an action against the other in connection with this Sublease, the prevailing party will be entitled to recover costs of suit and reasonable attorney fees.

SECTION 16. NOTICES

All notices and demands that may be required or permitted by either party to the other will be in writing. All notices and demands by Sublandlord to Subtenant will be sent by certified or registered United States Mail, postage prepaid, or nationally recognized overnight courier service, addressed to the Subtenant at the Subleased Premises, with copies as set forth below, or to any other place that Subtenant may from time to time designate in a notice to Sublandlord. All notices and demands by Subtenant to Sublandlord will be sent by certified or registered United States Mail, postage prepaid, or nationally recognized overnight courier service addressed to Sublandlord at the address in this Sublease, and to any other person or place that the Sublandlord may from time to time designate in a notice to the Subtenant.

To Sublandlord:	Crystal Cruises, LLC 1501 Biscayne Blvd, Ste 501 Miami, FL 33132 Attn: CFO & General Counsel
With copy to:	crystal_legal@crystalcruises.com
To Subtenant:	Prior to Commencement Date:  Steven Selcer Chief Financial Officer 1100 Glendon Avenue, Suite 2100 Los Angeles, CA 90024  After the Commencement Date:  Steven Selcer Chief Financial Officer At the Premises

All Rent and Operating Cost invoices and copies of all notices shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_

SECTION 17. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 10 of this Sublease, this Sublease will be binding on and inure to the benefit of the parties and their respective successors and assigns.

SECTION 18. ENTRY

Subject to compliance with Section 18 and any other applicable Master Lease provision, Sublandlord reserves the right to enter the Subleased Premises on reasonable notice to Subtenant to inspect the Subleased Premises or the performance by Subtenant of the terms and conditions of this Sublease. In an emergency, no notice will be required for entry. Except in the event of an emergency, Sublandlord shall enter the Subleased Premises during normal business hours with a representative of Subtenant accompanying Sublandlord.

#### SECTION 19. LATE CHARGES AND INTEREST

The late payment of any Base Rent or Additional Rent will cause Sublandlord to incur additional costs, including the cost to maintain in full force the Master Lease, administration and collection costs, and processing and accounting expenses. If Sublandlord has not received any installment of rent within ten (10) days after the amount is due, Subtenant will pay six percent (6%) of the delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Sublandlord; provided that Subtenant shall be entitled to written notice and a grace period of up to five (5) days for the first late payment of Base Rent or Additional Rent in a calendar year before any late fee is assessed. Sublandlord and Subtenant recognize that the damage Sublandlord will suffer in the event of Subtenant's failure to pay this amount is difficult to ascertain and that the late charge and interest are the best estimate of the damage that Sublandlord will suffer.

#### SECTION 20. SIGNS

Subtenant shall have the right to request from Landlord that it be given the right include its name in the Building directory. Subtenant may install its name adjacent to the entry door to the Premises pursuant to Article 12 of the Master Lease. Sublandlord makes no representation or warranty to Subtenant that Landlord will consent to the foregoing requests. If Landlord does consent to the foregoing requests, all costs and expenses associated with the installation or modification of the sign and/or directory board shall be paid by Subtenant, at Subtenant's sole cost and expense.

#### SECTION 21. PARKING

Subject to the terms and conditions of the Master Lease, Subtenant shall have the right to surrender or use (in which case Subtenant shall pay) for each month approximately sixty-three (63) unreserved parking spaces in the Building's parking garage. Subtenant shall pay all parking charges required by Article 44 of the Master Lease, at Subtenant's sole cost and expense, and Subtenant shall otherwise comply with all requirements of Article 44. The current parking rates are as follows: \$309.09 for reserved, and \$195.45 for unreserved, per space, subject to availability, as-of March 2020.

#### SECTION 23. CALIFORNIA ACCESSIBILITY DISCLOSURE

(a) Statutory Notice. Pursuant to California Civil Code Section 1938(a), Sublandlord hereby discloses to Subtenant that, as of the date of mutual execution of this Sublease, the Premises and the Project have not undergone inspection by a Certified Access Specialist ("CASp"). As a result, Sublandlord hereby provides the following notice (the "CASp Notice") to Subtenant as required by California Civil Code Section 1938(e):

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

In furtherance of and in connection with the CASp Notice, Subtenant, having read such CASp Notice and having understood Subtenant's right to request and obtain a CASp inspection, hereby elects not to obtain such CASp inspection and, to the maximum extent permitted by Applicable Law, Subtenant hereby waives any right to obtain a CASp inspection with respect to the Premises and the Project (the "CASp Waiver").

Alternative Remedy. If the CASp Waiver is not enforceable under Applicable Law, then Sublandlord and Subtenant hereby agree as follows (which shall constitute the mutual agreement of the parties as to the matters described in the last sentence of the CASp Notice): (i) Subtenant shall have the one-time right to request and obtain a CASp inspection for the Premises (a "CASp Inspection"), which request shall be made, if at all, in a written notice delivered by Subtenant to Sublandlord on or before the date that is thirty (30) days following the date of mutual execution of this Sublease; (ii) if Subtenant requests a CASp Inspection in accordance with the terms of the immediately preceding subsection (i), then such CASp Inspection shall be performed (A) between the hours of 9:00 a.m. and 5:00 p.m. on any business day, subject to reasonable coordination with Sublandlord on the exact timing of such CASp Inspection and with no less than ten (10) days prior written notice to Sublandlord, (B) in a professional and confidential manner by a CASp designated by Sublandlord (but under contract with Subtenant) and without any testing that would damage the Premises or the Project (it being Subtenant's obligation to promptly repair and restore any portion of the Premises

and the Project affected by such CASp Inspection to the condition such portion was in immediately prior to being so affected) or interfere with the operations of Sublandlord or any other tenants and occupants of the Project, and (C) at Subtenant's sole cost and expense, including, without limitation, Subtenant's payment of any fee for such CASp Inspection, any fee for any reports prepared by the CASp in connection with such CASp Inspection (collectively, the "CASp Reports") and all other costs and expenses in connection therewith (such as, by way of example only but not limitation, any costs of repairing and restoring any portion of the Premises and the Project affected by such CASp Inspection); (iii) Subtenant shall deliver a copy of any CASp Reports to Sublandlord within two (2) business days after Subtenant's receipt thereof; (iv) only if Subtenant obtains a CASp Report, then Subtenant, at its sole cost and expense, shall be responsible for performing any work to or within the Premises (any such work shall be deemed an Alteration and shall be subject to the terms of the Lease regarding Alterations, including, without limitation, Sublandlord's consent rights in connection therewith) to correct violations of construction related accessibility standards disclosed by such CASp Inspection (provided, that Sublandlord may elect to instead perform any or all of such work at Subtenant's sole cost and expense); and (v) if such CASp Inspection identifies any work necessary to correct violations of construction-related accessibility standards relating to those portions of the Project located outside of the Premises that are Sublandlord's obligation to repair as set forth in Section 7.1 of the Original Lease, then Sublandlord shall perform such work to the extent required by Applicable Law to correct such violations, and Subtenant shall reimburse Landlord for the cost of such work within ten (10) business days after Subtenant's receipt of an invoice therefor from Sublandlord. Subtenant hereby agrees to protect, defend, indemnify and hold Sublandlord harmless from and against any and all Claims in any way arising or resulting from or in connection with or related to any CASp Notice, CASp Inspection and/or remediation required in connection therewith (whether inside the Premises or in any other portion of the Project), it being the specific intent of the parties that Sublandlord shall not incur any cost in connection with any of the same. Subtenant specifically agrees that Subtenant shall not, and shall cause the CASp not to, use or disclose to any person or entity other than Sublandlord, Subtenant and the CASp, any information or document prepared in connection with any CASp Inspection (including, without limitation, any CASp Report). For the avoidance of doubt, the parties specifically agree that the foregoing terms of this Section shall not amend or otherwise modify the terms of the Lease (including, without limitation, the terms of the Lease regarding maintenance, repair, Alterations and any other work) if Subtenant does not request or obtain a CASp Inspection pursuant to the terms of this Section.

## SECTION 22. MISCELLANEOUS.

(a) Entire Agreement. This Sublease sets forth all of the agreements between Sublandlord and Subtenant concerning the Subleased Premises, and there are no other agreements either oral or written other than as set forth in this Sublease.

(b) Subtenant's Representations. Subtenant hereby warrants and represents to Sublandlord and Landlord, as of the date of execution of this Sublease, that: (i) Subtenant is a Delaware limited liability company duly and validly organized, existing and in good standing under the laws of California; (ii) Subtenant is duly authorized and fully qualified to conduct its business in the State of California; and (iii) the undersigned officer(s) of Subtenant has/have been authorized to sign this Sublease on behalf of Subtenant, and this Sublease constitutes the valid and binding obligation of Subtenant.

(c) Time of Essence. Time is of the essence in this Sublease.

(d) Governing Law. This Sublease will be governed by and construed in accordance with California law.

(e) Brokerage. Neither Sublandlord nor Subtenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease except as follows: Subtenant has engaged Beiter Commercial Realty Services. Subtenant and Sublandlord shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by a broker or agent claiming the same by, through or under the indemnifying party. Notwithstanding the foregoing, any commission as a result of this sublease transaction, or any renewal or expansion, will be the responsibility of Sublandlord. If the commission due Beiter Commercial Realty Services is not fully or timely paid, then Subtenant shall have the right to pay the same and offset such amounts from Base Rent after receipt of written confirmation by Sublandlord.

(f) Non-Disturbance. If Subtenant does not enter into the Direct Lease, Sublandlord will use commercially reasonable efforts to obtain a non-disturbance and recognition agreement from Master Landlord on Master Landlord's then current standard form of agreement with such commercially reasonable terms which may be agreed upon.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first above written.

SUBLANDLORD:

Crystal Cruises, LLC  
a California limited liability company (formerly a California corporation)

\_\_\_\_\_  
By:  
Its: Chief Financial Officer  
Date:

SUBTENANT:

Oak View Group, LLC,  
a Delaware limited liability company

\_\_\_\_\_  
By:  
Its:  
Date:



EXHIBIT "A"

Master Lease

**STANDARD FORM OFFICE LEASE**  
BETWEEN  
**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company,  
as Landlord,

AND

**CRYSTAL CRUISES, INC.,**  
a California corporation,  
as Tenant

Dated: May 28, 2013

For Premises Located

At

Wilshire Landmark I  
11755 Wilshire Boulevard  
Los Angeles, CA 90025

## STANDARD FORM OFFICE LEASE

This Standard Form Office Lease (this "Lease") is made as of May 28, 2013 (the "Lease Date"), by and between CSHV WILSHIRE LANDMARK, LLC, a Delaware limited liability company ("Landlord"), and CRYSTAL CRUISES, INC., a California corporation ("Tenant").

Landlord and Tenant, intending to be legally bound, and in consideration of their mutual covenants and all conditions of this Lease, covenant and agree as follows.

### BASIC LEASE PROVISIONS

#### 1. DEFINED TERMS

In this Lease the following terms have the meanings set forth below.

1.1 Premises. Approximately 35,920 rentable square feet, known as Suites 800 and 900 and comprising the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of the Building, as outlined on Exhibit A attached to and a part of this Lease. The Premises is subject to Tenant's right of expansion to the extent expressly provided in Section 53 below.

1.2 Building. The building containing approximately 328,331 rentable square feet, and all future alterations, additions, subtractions, improvements, restorations and replacements (including any corresponding change in the rentable square footage and Tenant's Proportionate Share, provided, that Landlord shall at all times determine any such change in accordance with sound property management practices), with an address of 11755 Wilshire Boulevard, Los Angeles, California, 90025 (the "Building"), commonly known and identified as Wilshire Landmark I. As of the Lease Date, Landlord certifies that it has been informed by its architect that the Premises and the Building have been measured using a modified 1996 BOMA Standard for Measuring Floor Area in Office Buildings.

1.3 Term. Ten (10) years, plus such additional days, if any, so that the last day of the initial Term occurs on the last day of the applicable calendar month.

1.4 Commencement Date. The first to occur of (a) February 1, 2014, or (b) the date Tenant commences business operations at the Premises. Tenant shall also have the right to "Tenant's Early Entry" in accordance with, and subject to, the terms of Section 5.1 of that certain Tenant Work Letter attached hereto and incorporated herein as Exhibit B (the "Tenant Work Letter")

1.5 Expiration Date. The day before the tenth (10<sup>th</sup>) anniversary of the Commencement Date, plus such additional days, if any, so that the last day of the initial Term occurs on the last day of the applicable calendar month. The parties specifically agree that the Term is subject to the Termination Right to the extent expressly provided in Section 55 below.

#### 1.6 Base Rent.

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Months	Monthly Base Rent	Annual Base Rent
1 – 12	\$96,984.00	\$1,163,808.00
13 – 24	\$99,893.52	\$1,198,722.24
25 – 36	\$102,890.33	\$1,234,683.96
37 – 48	\$105,977.04	\$1,271,724.48
49 – 60	\$109,156.35	\$1,309,876.20
61 – 72	\$112,431.04	\$1,349,172.48
73 – 84	\$115,803.97	\$1,389,647.64
85 – 96	\$119,278.09	\$1,431,337.08
97 – 108	\$122,856.43	\$1,474,277.16
109 – Expiration Date	\$126,542.12	\$1,518,505.44

Notwithstanding the foregoing, the Base Rent is subject to the Limited Abatement Right to the extent provided in Section 5.1 below.

1.7 **Security Deposit.** \$126,542.12.

1.8 **Base Year.** The Base Year for calculation of Operating Costs shall be the calendar year 2014.

1.9 **Tenant's Proportionate Share.** "Tenant's Proportionate Share" shall be determined in accordance with the following formula (the "Proportionate Share Formula"): the rentable square footage of the then-applicable portion of the Premises in question shall be divided by the rentable square footage of the Building (i.e., 328,331 rentable square feet, which rentable square footage of the Building may change from time to time in accordance with Section 1.2 above). Thus, pursuant to the Proportionate Share Formula, Tenant's Proportionate Share as of the Lease Date shall be 10.94%, based upon the rentable square feet of the initial Premises divided by the rentable square feet of the Building. If any other space is added to the Premises (or if the rentable square footage of the Building changes in accordance with Section 1.2 above), then Tenant's Proportionate Share for such space shall be determined in accordance with the Proportionate Share Formula.

1.10 **Permitted Use.** General office use (and legally-permitted ancillary uses consistent with general office use), in all such cases, consistent with the standards applicable to comparable Class A office buildings on Wilshire Boulevard between San Vicente Boulevard and Centinela Boulevard in the Wilshire Brentwood corridor of Los Angeles, California ("Comparable Buildings") and no other purposes or uses whatsoever.

1.11 **Tenant's Trade Name.** Crystal Cruises, Inc.

1.12 **Broker(s).** Landlord's: CBRE, Inc.  
Tenant's: Travers Realty.

1.13 **Guarantor.** Nippon Yusen Kabushiki Kaisha (NYK Line), a Japanese corporation.

**1.14 Hours of Service (Section 17.1).** The hours of service for the Building shall (without limitation as to Landlord's right in its sole and absolute discretion to provide any such service at any other time, but only on a Building-standard basis without discriminating against Tenant) be between 8:00 a.m. and 6:00 p.m., Monday through Friday, and, if any applicable service is requested by Tenant to Landlord at least six (6) hours in advance, between 9:00 a.m. and 1:00 p.m. on Saturday, except for (subject to the penultimate sentence of this paragraph) legal holidays, observed by the federal government ("Building Holidays"). As of the Lease Date, but without limitation as to Landlord's right to modify the days that constitute Building Holidays (provided, that Landlord shall do so on a Building-standard basis without discriminating against Tenant and no Building Holiday shall be designated that is not a legal holiday observed by the federal government), Building Holidays consist of the following: New Year's Day, the Birthday of Martin Luther King, Jr., the Birthday of Washington, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Notwithstanding anything to the contrary contained herein, if requested by Tenant at least six (6) hours in advance, Landlord shall furnish to the Premises heating and air conditioning appropriate for Tenant's use between 8:00 a.m. and 6:00 p.m. on the Building Holiday consisting of the Birthday of Martin Luther King, Jr. at no additional cost to Tenant (except as part of Operating Costs in accordance with the terms of this Lease). In addition, the parties specifically acknowledge and agree that Landlord shall provide after-hours heating and air conditioning to the Premises in accordance with, and subject to, the terms of "Tenant's Special HVAC Right" under Section 17.2 below.

**1.15 Landlord's Address.**

c/o CBRE Global Investors, LLC  
515 S. Flower Street, Suite 3100  
Los Angeles, California 90071  
Attention: Wilshire Landmark I Portfolio Manager

with a copy to:

CBRE, Inc.  
11755 Wilshire Boulevard, Suite 1110  
Los Angeles, CA 90025  
Attention: Office of the Building

Rent checks should be made payable to:

All Rent checks (after the initial payment of Rent due on execution of this Lease in accordance with Section 1.18 below) should be made payable to:

CBREI ITF CalSTRS, Wilshire Landmark I

and mailed to:

CBREI ITF CalSTRS, Wilshire Landmark I

P.O. Box #100213  
Pasadena, CA 91189-0213

**1.16 Tenant's Address.**

Before Commencement Date:

After Commencement Date:

Crystal Cruises, Inc.  
2049 Century Park East, Suite 1400  
Los Angeles, CA 90067  
Attention: Chief Financial Officer  
Attention: President

Crystal Cruises, Inc.  
The Premises  
Attention: Chief Financial  
Officer  
Attention: President

**1.17 Parking.** Tenant shall have the right to lease or surrender from time to time (upon no less than thirty (30) days' prior written notice delivered to Landlord in any event) up to a maximum number of 3.5 unreserved parking spaces per 1,000 rentable square feet of the Premises (the "Spaces") in the parking garage serving the Building (the "Parking Garage"), which amounts to a total maximum number of up to one-hundred twenty-five (125) Spaces. See also Sections 44 and 54.

**1.18 Amount due on Execution of Lease.** Upon Tenant's execution of this Lease, Tenant shall pay the following amount to Landlord:

Monthly Base Rent: \$96,984.00  
(For the First Month of the Term)  
Security Deposit: \$126,542.12

TOTAL DUE ON EXECUTION OF LEASE: \$223,526.12.

**2. PREMISES DEMISED**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises described in Section 1.1 (the "Premises") on the terms and conditions set forth in this Lease (including all exhibits and attachments hereto, which are hereby incorporated herein). As used in this Lease, the term "Project" includes the Building, adjoining parking areas and garages, if any, and the surrounding land and air space which are the site and grounds for the Building and parking areas and garages. Subject to the terms and conditions of this Lease, including, without limitation, Section 5.1 of the Tenant Work Letter and the rules and regulations attached hereto as Exhibit D, beginning on the Commencement Date, Landlord shall allow Tenant access to the Premises along with the attendant parking facilities for the Premises twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year (three-hundred sixty-six (366) days in any leap year).

**3. TERM/OPTION**

**3.1 Term.** The Term, Commencement Date and Expiration Date shall be as specified in Sections 1.3, 1.4, and 1.5, respectively (and shall, promptly following Landlord's or Tenant's request, be documented in substantially the form of Exhibit C attached hereto). In

addition, any reference in this Lease to the "Term" or words of similar import shall mean the Term together with the Option Term (as defined below), unless the context clearly indicates otherwise, and any reference in this Lease to the "Expiration Date" or words of similar import shall mean the Expiration Date as may be extended pursuant to the Option Term, unless the context clearly indicates otherwise.

### **3.2 Option.**

**3.2.1 Option Right.** Provided that at the time of such exercise and commencement of the Option Term Tenant is not then in a Material Event of Default (as defined below), then Tenant, as a right personal only to Crystal Cruises, Inc., a California corporation, the Tenant named in this Lease (the "Named Tenant") or any Permitted Transferee, and not to any other assignee, subtenant or other transferee of or successor to any portion of Tenant's interest under this Lease or to the Premises, shall have one (1) option (the "Option") to extend the Term for all, and not less than all, of the original Premises, for an additional period of five (5) years (the "Option Term"). If exercised in accordance with the terms herein, the Option Term shall commence on the day (the "Option Term Commencement Date") immediately succeeding the Expiration Date of the initial Term and shall, unless sooner terminated in accordance with the terms of this Lease, end on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the first day of the Option Term. For the avoidance of doubt, the parties specifically agree that, pursuant to the terms of this Lease, the Option Term Commencement Date shall be on the first day of a calendar month, and the Expiration Date for the Option Term shall be on the last day of a calendar month.

**3.2.2 Exercise of Option.** Tenant shall exercise the Option, if at all, by delivering the following to Landlord not later than twelve (12) months and not sooner than fifteen (15) months prior to the Expiration Date of the initial Term (the "Option Notice Period"): (a) written notice to Landlord of Tenant's desire to exercise the Option (the "Option Notice"), together with (b) Tenant's or Guarantor's most recent financial statement for the last completed calendar year (certified as true, correct and complete by an authorized officer of Tenant or Guarantor, as applicable) demonstrating that, to Landlord's reasonable and good faith satisfaction (and not as a subterfuge to void any right of Tenant under this Lease), Tenant's or Guarantor's financial condition, as applicable, is reasonably sufficient to fulfill or guaranty, as applicable, the obligations of Tenant under this Lease (any such financial statement that satisfies the foregoing requirements shall be known herein as a "Financial Statement"); provided, that, notwithstanding anything to the contrary contained in this Section 3.2 or Section 53 below, neither Tenant nor Guarantor shall be required to separately deliver a Financial Statement under this Section 3.2 or Section 53 below if Tenant and/or Guarantor are publicly traded corporations at the time Tenant or Guarantor would otherwise be required to separately deliver a Financial Statement under this Section 3.2 or Section 53 below and such financial information is publicly available to Landlord (in such event, Landlord shall be responsible for accessing such financial information). If Tenant fails to deliver the Option Notice or the Financial Statement (if any such Financial Statement is required to be delivered by Tenant under the terms of this Lease) to Landlord during the Option Notice Period, this Lease shall automatically terminate at the end of the initial Term, and, unless otherwise agreed by the parties in writing in their sole and absolute discretion, Tenant shall have no further right or option to extend the initial Term.

**3.2.3 Terms of Option.** The Option Term shall be on all the terms and conditions of this Lease, except that: (a) during the Option Term, unless otherwise agreed by the parties in writing in their sole and absolute discretion, Tenant shall have no further right or option to extend the Term as provided by this Section 3.2, (b) the Base Rent for the Option Term shall be the Renewal Fair Market Rental Value for the Option Term, determined pursuant to Section 3.2.4 below, and (c) subject to Landlord's maintenance and repair obligations under this Lease, Landlord shall lease to Tenant the Premises in their then-current condition.

**3.2.4 Determination of Renewal Fair Market Rental Value.** For the purposes of this Lease, the "Renewal Fair Market Rental Value" shall mean the then-prevailing annual market rental value (which may include increases during the Option Term and adjustments for then-prevailing market concessions for similarly situated tenants of similar credit entering into similar lease renewals for a similar term, including, if applicable, tenant improvement allowances and free rent), for office space of comparable size, quality and location to the Premises in Comparable Buildings. Within thirty (30) days after receiving the Option Notice and the Financial Statement and provided all the terms and conditions required for the exercise of the Option are satisfied, Landlord shall provide Tenant with Landlord's good faith determination of the Renewal Fair Market Rental Value for the Option Term. Within thirty (30) days after Tenant's receipt of Landlord's determination, Tenant shall notify Landlord whether Tenant accepts or rejects such determination. If Tenant fails to notify Landlord within such thirty (30) day period, Tenant shall be deemed to have rejected such determination and the parties shall proceed to negotiate in accordance with the terms of the sentence that immediately follows. Thus, if Tenant delivers to Landlord timely notice of its objection to such determination, or if Tenant fails to deliver any notice under the immediately preceding sentence, Landlord and Tenant shall use good faith efforts to agree upon the Renewal Fair Market Rental Value within thirty (30) days following Landlord's receipt of Tenant's notice of objection or the date of Tenant's deemed rejection, as applicable (in any such event, the "Outside Agreement Date"). If Landlord and Tenant are unable to so agree by the Outside Agreement Date, then Landlord and Tenant shall have the Renewal Fair Market Rental Value determined in accordance with the so-called "baseball" method of determination set forth in Section 3.2.5 below.

**3.2.5 "Baseball" Method of Determination.** Within thirty (30) days after the Outside Agreement Date, Landlord and Tenant shall, at each of their own expense, each determine and simultaneously report to the other in writing their final determination of the Renewal Fair Market Rental Value. If such respective determinations are within five percent (5%) of each other, the Renewal Fair Market Rental Value shall be the average of such amounts. However, if after receiving such determinations, Landlord and Tenant are unable to agree on the Renewal Fair Market Rental Value (and the respective amounts are not within five percent (5%) of each other), then, within fifteen (15) days after receipt of such determinations, Landlord and Tenant shall jointly appoint an independent arbitrator (the "Arbitrator") with experience in real estate activities, including at least ten (10) years' experience serving as a broker and/or appraiser in transactions involving commercial office space of comparable size and Class A quality to the Premises in Comparable Buildings, which Arbitrator shall, within twenty (20) days following the Arbitrator's appointment, determine and report in writing to Landlord and Tenant the Renewal Fair Market Rental Value by selecting either Landlord's or Tenant's determination of the Renewal Fair Market Rental Value, according to whichever of the applicable determinations is closer to the Renewal Fair Market Rental Value, as determined by the Arbitrator. If Landlord



and Tenant cannot agree on the Arbitrator in accordance with the foregoing, Landlord or Tenant may apply to the Presiding Judge (or the regional equivalent) in the Superior Court (or the regional equivalent) of the State in which the Premises is located for the County in which the Premises is located to appoint the Arbitrator in accordance with the aforementioned criteria. The Arbitrator shall have no discretion other than to select Landlord's or Tenant's determination of the Renewal Fair Market Rental Value as aforesaid. The costs of the Arbitrator shall be shared equally by Landlord and Tenant, and each of Landlord and Tenant shall reasonably cooperate with the Arbitrator in providing documentation and any other reasonable evidence regarding how Landlord or Tenant, as applicable, arrived at its determination of the Renewal Fair Market Rental Value. If the Option Term commences prior to the final determination of the Renewal Fair Market Rental Value, Tenant shall pay to Landlord the average of the Renewal Fair Market Rental Value fixed by Tenant and the Renewal Fair Market Rental Value fixed by Landlord, subject to adjustment upon resolution of such dispute.

#### **4. SECURITY DEPOSIT**

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord in the amount set forth in Section 1.7, a security deposit (the "Security Deposit"), as security for the performance of all of Tenant's obligations under this Lease. Within thirty (30) days following the expiration of the Term and Tenant's surrender of the Premises in accordance with the terms of this Lease, Landlord shall (provided that Tenant is not in an Event of Default (as defined below)) return the Security Deposit to Tenant, less such portion as Landlord shall have appropriated to cure any Event of Default. Landlord shall have the right, but not the obligation, to apply all or any portion of the Security Deposit to cure any Event of Default at any time, in which event Tenant shall be obligated to restore the Security Deposit to its original amount within ten (10) business days, and Tenant's failure to do so shall be deemed to be a Material Event of Default. With the understanding that it is the parties' intent that the terms of this Lease control their obligations regarding the Security Deposit, to the maximum extent permitted by Applicable Law (it being the specific intent of the parties that, to the extent Applicable Law permits Landlord to reserve greater rights with respect to the Security Deposit under the terms of this Lease than would otherwise be available under Applicable Law, Landlord be allowed to reserve such greater rights), Tenant hereby waives (i) any and all provisions of Applicable Law, including, without limitation, California Civil Code Section 1950.7, applicable to security deposits in the commercial context to the extent inconsistent with the terms of this Lease, including, without limitation, any laws which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises ("Security Deposit Laws"), and (ii) any and all rights, duties and obligations either party may now or, in the future, will have under, relating to or arising from the Security Deposit Laws, but only to the extent inconsistent with the terms of this Lease. Notwithstanding anything to the contrary contained herein, the Security Deposit may be retained and applied by Landlord (a) to offset Rent which is unpaid either before or after the termination of this Lease, and (b) against other damages suffered by Landlord before or after the termination of this Lease, whether foreseeable or unforeseeable, caused by the act or omission of Tenant or any officer, employee, agent or invitee of Tenant. The Security Deposit shall be held by Landlord free of trust, and may be commingled with other funds and accounts of Landlord or its agents, and Tenant shall not be entitled to receive any interest earned with respect thereto. In the event of a sale of the Project or assignment of this Lease by Landlord to any person other

than a mortgagee/deed of trust beneficiary, Landlord shall, with notice to Tenant, have the right to transfer the Security Deposit to its vendee or assignee in accordance with California Civil Code Section 1950.7, subject to Tenant's aforesaid rights regarding the return of the Security Deposit, and thereupon Landlord shall be released and relieved from any liability with respect to the return of such Security Deposit to Tenant, such vendee or assignee to be solely responsible to Tenant therefor.

## 5. RENT

5.1 Tenant agrees to pay the Base Rent set forth in Section 1.6 for each month of the Term, payable in advance on the first day of each month commencing with the Commencement Date, without any deduction or setoff whatsoever except to the extent otherwise expressly set forth herein. Landlord shall bill Tenant for the Base Rent monthly at least five (5) days prior to the date such Base Rent is due; provided, that any failure to so bill Tenant shall in no event excuse Tenant from its obligation to pay such Base Rent for the applicable month. All payments of Rent (as defined in Section 5.3) shall be payable in lawful U.S. money. Payments shall not be deemed received until actual receipt thereof by Landlord. If the Commencement Date is not the first day of a month, or if the Expiration Date is not the last day of a month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which this Lease commences or terminates. At the time of execution of this Lease by Tenant, Tenant shall pay all money due to Landlord as set forth in Section 1.18. Subject to the terms and conditions of this Lease, Landlord hereby abates fifty percent (50%) of the Base Rent otherwise payable by Tenant for the twenty (20) consecutive month period consisting of the second (2<sup>nd</sup>) through twenty-first (21<sup>st</sup>) months of the initial Term (the "Limited Abatement Right"). Tenant shall pay Tenant's other obligations accruing during such months of abatement, including, without limitation, the remaining fifty percent (50%) of Base Rent for such months not so abated. If Tenant commits a Material Event of Default, any remaining abatement shall be suspended from the initial date the default that became such a Material Event of Default occurred, until such time, if ever, that such Material Event of Default is cured (at which time such remaining abatement shall no longer be suspended). Notwithstanding anything to the contrary contained in this Lease, if by reason of any provision elsewhere in this Lease, Rent would abate for any other reason (i.e., by reason of eminent domain, fire or other casualty) during any period that any Limited Abatement Right is applicable, then and in such event the applicable abatement period shall be extended so as to result in Tenant receiving the full applicable Limited Abatement Right that would have otherwise resulted solely by reason of this Section 5.1.

5.2 Intentionally deleted.

5.3 In addition to Base Rent, for each calendar year beginning after the Base Year, Tenant shall pay to Landlord on the first day of each and every month of this Lease, one twelfth (1/12th) of Landlord's reasonable estimate of Tenant's Proportionate Share of Operating Costs for that calendar year in excess of Tenant's Proportionate Share of the actual Base Year Operating Costs. The rentable square footage of the Premises as stated in this Lease shall be deemed final, conclusive and binding for all purpose under this Lease and, unless otherwise agreed to in writing by the parties in their sole and absolute discretion, shall not be subject to change, even if the actual rentable square footage is more or less than such stated amount. Base

Rent, Tenant's Proportionate Share of Operating Costs, and all other amounts payable by Tenant in connection with this Lease, whether to Landlord or to others, are collectively defined as the "Rent".

5.4 "Operating Costs" shall be determined for each calendar year by taking into account on a consistent basis (which shall, in any event, be in accordance with sound property management practices consistently applied on a Building-standard basis without discriminating against Tenant; such standard shall be known herein as the "Required Management Standard") all costs of management, maintenance and operation of the Project. Operating Costs shall include but not be limited to: (i) the cost of supplying all utilities, the cost of operating, maintaining, repairing, renovating (subject to Section 5.4(xi) below) and managing the utility systems, mechanical systems, sanitary and storm drainage systems, and escalator and elevator systems, and the cost of supplies and equipment and maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting the validity or applicability of any governmental enactments which may affect Operating Costs (Landlord shall proceed in accordance with sound property management practices if it elects to so contest the validity of any such governmental enactments), and the costs incurred in connection with the implementation and operation of a transportation system management program or similar program if required under Applicable Law; (iii) the reasonable cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine, including, without limitation, reasonable insurance premiums and reasonable insurance deductibles (except to the extent any particular insurance deductible exceeds the amount of \$100,000.00 in any single calendar year) paid or incurred by Landlord (provided, that any such insurance existing as of the Lease Date shall be deemed "reasonable" for purposes of this Section 5.4(iii), it being the specific intent of the parties that Landlord not have to modify its existing insurance practices to satisfy the terms of this Section 5.4(iii)); (iv) fees, charges and other costs, including management fees (but subject to Section 5.4(34) below), consulting fees, legal fees and accounting fees, of all persons engaged by Landlord or otherwise reasonably incurred by Landlord in connection with the management, operation, maintenance and repair of the Project; (v) subject to Section 5.4(19) below, wages, salaries and other compensation and benefits of all persons at or below the level of on site senior property manager engaged in the operation, maintenance or security of the Building, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; provided, that if any employees of Landlord provide services for more than one building of Landlord, then an equitably prorated portion of such employees' wages, benefits and taxes shall be included in Operating Costs based on the portion of their working time devoted to the Building; (vi) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Building; (vii) all costs incurred in connection with the operation, repair, maintenance and, subject to Section 5.4(xi) below, replacement of all systems, equipment, components or facilities which serve the Building in the whole or in part; (viii) amortization (including interest on the unamortized cost at a rate equal to the floating commercial loan rate announced from time to time by Bank of America, a national banking association, as its prime rate) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Building and Project; (ix) all federal, state, county, or local governmental or municipal assessments, taxes, fees, levies, charges or other impositions of every kind and nature (it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of

the State of California in the June 1978 election), whether general, special, ordinary or extraordinary because of or in connection with the ownership, leasing and operation of the Project, including, without limitation, any assessment, tax, fee, levy, charge or other imposition in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy, charge or other imposition previously included within the definition of real property tax, including any assessments, taxes, fees, levies, charges and other impositions as may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, conservation, refuse removal, transit and for other governmental services (provided, that any special assessments for improvements shall be deemed payable for the Project in the maximum number of installments permitted by Applicable Law), and including the amount of all fees, costs and expenses (including reasonable attorneys' fees) paid by Landlord in seeking or obtaining any refund or reduction of any such assessments, taxes, fees, levies, charges or other impositions, and any taxes or assessments levied by a Community Facilities District (collectively, along with any other taxes that are part of Operating Costs, "Taxes") (provided, that Landlord shall proceed in accordance with sound property management practices if it elects to contest any such Taxes; and provided, further, that if Landlord receives a refund of any such Taxes previously paid by Landlord for which Tenant contributed Tenant's Proportionate Share in accordance with the terms herein, Landlord shall, after deduction for any costs and expenses incurred by Landlord in connection with obtaining such refund, reimburse Tenant for Tenant's Proportionate Share of the remaining amount of any such refund received by Landlord to the extent Landlord would recover twice for the same amount (it being the specific intent of the parties to avoid any such double recovery by Landlord)); (x) costs incurred in connection with the parking areas and garages servicing the Project; and (xi) the cost of capital improvements or other costs incurred in connection with the Project (A) that are intended in good faith as a labor saving device or to effect other economies in the operation or maintenance of the Project, or any portion thereof, but only to the extent of the savings therefrom, (B) that are required under any Applicable Law, but which were not so required and enforced against the Project prior to the Lease Date, or (C) subject to Section 5.4(36) below, that are, up to a maximum dollar amount of \$100,000.00 in any particular calendar year, in Landlord's reasonable and good faith opinion (which shall be in accordance with sound property management practices consistently applied without discriminating against Tenant in any event, it being the specific intent of the parties that Landlord not incur any such capital expenses primarily for the reason that Tenant and other tenants in the Project can be charged for a portion of the same) necessary to maintain the Project, or any portion thereof, in good condition and repair; provided, however, that each such permitted capital expenditure shall be amortized (including commercially reasonable interest on the unamortized cost) over its useful life as Landlord shall reasonably determine in good faith and in accordance with sound property management practices in any event. For purposes of defining "good faith" under Section 5.4(xi)(C) above, and without limitation as to Section 5.4(36) below, Landlord shall be deemed to be acting in bad faith if Landlord materially upgrades any capital items being replaced primarily for the reason that Tenant and other tenants in the Project can be charged for a portion of such upgrade (it being the specific intent of the parties that Landlord shall use like-kind replacement items if reasonably practicable). Landlord shall have the right, but not the obligation, from time to time, to reasonably and equitably allocate some or all Operating Costs among different tenants of the Building (the "Cost Pools") based on their differing uses of their respective premises. Such Cost Pools may include, but shall not be limited to, the office space tenants of the Building and the retail space tenants of the Building. The

amount of all Taxes payable under this Lease for the Base Year attributable to the valuation of the Project, inclusive of tenant improvements, shall be known as "Base Taxes", and the amount of all Operating Costs consisting of insurance for the Base Year shall be known as "Base Insurance". In no event whatsoever shall Tenant receive or be entitled to a credit or other reduction of any kind in Taxes if, in any comparison year subsequent to the Base Year, the amount of Taxes decreases below the amount of Base Taxes (in such event and for the purpose of calculating Taxes for such comparison year, the amount of such Taxes shall be deemed to be the same as the Base Taxes), and in no event whatsoever shall Tenant be entitled to a credit or other reduction of any kind in Operating Costs if, in any comparison year subsequent to the Base Year, the amount of Operating Costs consisting of insurance decreases below the amount of Base Insurance (in such event and for the purpose of calculating the insurance component of Operating Costs for such comparison year, the amount of such insurance component shall be deemed to be the same as the Base Insurance). If the Building is less than ninety-five percent (95%) occupied during all or a portion of the Base Year or a subsequent calendar year, the variable components of Operating Costs as reasonably determined by Landlord shall be calculated as if the Building had been 95% occupied for the full calendar year. During the Base Year and any subsequent calendar year, if Landlord is not furnishing any particular work or service (the cost of which, if performed by Landlord, would be included in Operating Costs) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Costs shall be deemed to be increased by an amount equal to the additional Operating Costs which would reasonably have been incurred during such period by Landlord if it had, at its own expense, furnished such work or service to such tenant. Notwithstanding anything to the contrary contained in this Lease, Tenant acknowledges and agrees that for so long as the Project is owned by the State of California or any local public entity of government, including, without limitation, a state public retirement system, this Lease and Tenant's interest hereunder may constitute a possessory interest subject to property taxation and as a result may be subject to the payment of property taxes levied on that interest. In addition, for so long as the Project is owned by a state public retirement system, the full cash value, as defined in Sections 110 and 110.1 of the California Revenue and Taxation Code, of the possessory interest upon which property taxes will be based will equal the greater of (A) the full cash value of the possessory interest, or (B) if Tenant has leased less than all of the Project, Tenant's Proportionate Share of the full cash value of the Project that would have been enrolled if the Project had been subject to property tax upon acquisition by the state public retirement system. Notwithstanding anything to the contrary set forth in this Article, when determining Operating Costs for the Base Year, the following items shall not be included, but shall be included in determining Operating Costs for each year following the Base Year if any such item qualifies as an "Operating Cost" as such term is defined herein: (a) temporary increases due to extraordinary circumstances including, but not limited to, temporary labor-related boycotts and strikes, temporary utility rate increases, including, without limitation, increases due to temporary utility conservation surcharges, or other temporary surcharges, insurance premiums resulting from terrorism coverage, catastrophic events and/or the management of environmental risks, and (b) amortization of any capital items including, but not limited to, capital improvements, capital repairs and capital replacements (including such amortized costs with respect to which the actual improvement, repair or replacement was made in prior years); provided, that, notwithstanding the foregoing, if any such capital items as provided in the immediately preceding subsections (a) or (b) are paid by Landlord during the Base Year and any subsequent comparison year, then, for

purposes of determining the Operating Costs for any such subsequent comparison year, such capital items shall be included as part of Operating Costs for the Base Year, it being the specific intent of the parties that the Base Year not be inequitably high or low with respect to such capital items. In addition, except for any costs excluded from Operating Costs for the Base Year under the immediately preceding subsections (a) and (b), the cost of any new service or materially different level of service, new amenity or new category of expense incurred as an Operating Cost in any subsequent year and not included as an Operating Cost in the Base Year shall, for any such subsequent year in which such cost is so incurred, be added to and included as an Operating Cost in the Base Year as if such cost were incurred and/or paid in the Base Year. Conversely, the cost of any service or materially different level of service, amenity or category of expense incurred and included as an Operating Cost during the Base Year but discontinued in any subsequent year shall, for any such subsequent year in which such cost is so discontinued, be subtracted from and excluded as an Operating Cost in the Base Year as if such cost was not incurred in the Base Year. "Operating Costs" shall not include any of the following, for purposes of calculating the portion of Operating Costs payable by Tenant: (1) leasing commissions in connection with leases at the Building, (2) the cost of construction of tenant improvements for a specific tenant of the Building in connection with such tenant's occupancy of premises in the Building, if such improvements are not part of a program of improvements made to other premises or portions of the Building, (3) advertising or marketing expenses (including, without limitation, the cost of any sign the primary purpose of which is advertising or marketing), (4) depreciation deductions taken by Landlord for tax purposes, (5) payment of interest or principal on loans secured by the Project, (6) income, gift, estate, succession, inheritance, franchise and transfer taxes of Landlord, in any case, to the extent relating to the operation of Landlord's business but not the Project, (7) rent paid by Landlord under a ground lease for the Project, (8) legal, auditing, consulting and professional fees (other than those legal, auditing, consulting and/or professional fees necessarily incurred in connection with the management, maintenance and/or operation of the Project in accordance with sound property management practices) paid or incurred in connection with negotiations for leases, financings, refinancings, restructurings, sales or acquisitions, (9) wages, costs and salaries associated with home office, off-site employees of Landlord other than professional, maintenance and other services provided by such employees which would otherwise be provided by outside professionals and employees, but only to the extent such services are included at reasonable market rates and are reasonably attributable to the Project (or are equitably apportioned if such professionals or employees perform work at other properties and receive their compensation from Landlord with respect to multiple properties), (10) the capital and non-capital costs of correcting defects in initial construction (or subsequent changes to such initial construction) for the Building, except as permitted under Section 5.4(xi) above, (11) insurance premiums to the extent any tenant causes Landlord's existing insurance premiums to increase or requires Landlord to purchase additional insurance if, in any such case, the cost of such increase or additional insurance, as applicable, is payable by such tenant pursuant to such tenant's occupancy agreement with Landlord, (12) any cost representing an amount paid to Landlord or any entity related to Landlord which is in material excess of the amount which would have been paid on an arm's length basis to an unrelated third party, (13) costs incurred to the extent resulting from the violation by Landlord or any tenant of the Building of the terms of any lease affecting the Project, (14) costs of repairs, replacements or other work occasioned by the exercise by governmental authorities of the right of eminent domain, any costs due to casualty that is paid

by insurance maintained by Landlord, and any expenses for repairs or replacements for which Landlord is reimbursed pursuant to warranties or guarantees, (15) services, costs, items and benefits for which Tenant or any other tenant or occupant of the Building or third person (including insurers) specifically reimburses Landlord (other than as a proportionate share of Operating Costs) or for which Tenant or any other tenant or occupant of the Building pays third persons to whom such amounts are owed (including any amounts that should have been reimbursed by insurers had Landlord maintained the insurance required under Section 9.10 below), (16) contributions to Operating Cost reserves, (17) contributions to charitable and/or political organizations, (18) costs incurred in removing the property of former tenants or other occupants of the Building, (19) salaries or other compensation paid to executive employees above the grade of senior property manager (including, without limitation, profit sharing, bonuses and 401(k) savings plans) for the portion of the employment of such employees (to be equitably pro-rated to the extent applicable) not allocated to the Project, (20) subject to Tenant's obligation to pay Taxes as provided herein, costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Project, (21) the cost of any disputes including, without limitation, legal fees, between Landlord, any employee of Landlord, or any mortgagees or ground lessors of Landlord, (22) any cost of acquiring, installing, moving, insuring, maintaining or restoring new objects of art not existing as of the Lease Date if such art is materially in excess of the level of décor existing in the Project as of the Lease Date, (23) capital costs of structural repairs and replacements and any other repairs and replacements of a capital nature to the Building (including contributions to capital reserves) except for capital improvements or replacements permitted above (e.g., under Section 5.4(xi) above), (24) capital costs of repairs, replacements, alterations or improvements necessary to make the Building or Project comply with Applicable Law, except, in any such case, as permitted pursuant to Section 5.4(xi)(B) above, (25) costs caused by the gross negligence or willful misconduct of Landlord, its employees or agents, (26) attorneys' fees, costs and disbursements incurred in connection with matters relating to the formation of Landlord as an entity and maintaining its continued existence as an entity, (27) any bad debt losses or rent losses, (28) costs of any services furnished to other tenants of the Project but which Landlord does not make available to Tenant or is available to Tenant only for an additional direct charge, (29) except to the extent expressly permitted above, costs and expenses incurred in leasing air-conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment not affixed to the Building which is used in providing janitorial or similar services, and further excepting from this exclusion such equipment rented or leased to remedy or ameliorate a temporary or emergency condition in the Building (including, without limitation, while repairs or replacements to Building systems are reasonably being pursued by Landlord, or while Landlord is reasonably pursuing any insurance payments; if Landlord shall have leased any such items of capital equipment designed to result in savings or reductions in Operating Costs, then the rental and other costs paid pursuant to such leasing shall be included in Operating Costs for each calendar year in which they shall have been incurred), (30) special assessments or special taxes voluntarily initiated by Landlord as a means of financing improvements to the Project and the surrounding areas thereof, (31) costs or fees caused by the defense of Landlord's title or interest in the real estate containing the Project, (32) Landlord's general or corporate overhead, to the extent not related to the operation, management, maintenance or repair of the Project, (33) except with respect to any costs incurred in connection with the Common Areas (as defined below) and Project structure, systems, services and utilities, such as, but not limited to, lighting,

maintenance, repair and HVAC (but only to the extent such costs are not paid or recouped from a particular retail or storage tenant of the Project), the costs of any commercial concessions operated by Landlord, (34) any property management fee in excess of three percent (3%) of total gross revenues (including, without limitation, gross rentals) for the Project in any calendar year, (35) except to the extent caused or exacerbated by Tenant and subject to the terms of Section 42 below, costs of testing (except for routine water and other routine tests, including, without limitation, routine mold and other air quality tests; provided, that any such routine tests shall be conducted in accordance with sound property management practices), containing, removing (except for the disposal of routine Hazardous Materials (as defined below) that are reasonably necessary to operate and maintain the Project and handled in compliance with Applicable Law in any event, including, without limitation, light bulbs and generator oil; provided, that any such disposal shall be performed in accordance with sound property management practices) or abating or any costs otherwise caused by any Hazardous Material in violation of Applicable Law (including, without limitation, to the extent any of the same would be a Hazardous Material in violation of Applicable Law, asbestos and asbestos containing materials and mold, in, upon or beneath the Building and/or the Project) which was in existence in the Building or on the Project prior to the Commencement Date, and was of such a nature that a federal, State or municipal governmental authority, if it had then had knowledge of the presence of such Hazardous Material, in the state, and under the conditions that it then existed in the Building or on the Project, would have then required the removal of such Hazardous Material or other remedial or containment action with respect thereto, (36) any capital costs under Section 5.4(xi)(C) above to the extent incurred for (a) materially upgrading the class and quality of the Building from the Building's class and quality existing as of the Lease Date, and/or (b) any addition made to the Building for the primary purpose of increasing the rentable square footage of the Building so that Landlord can collect additional rent under leases at the Building, and (37) costs caused by Landlord's failure to act in accordance with the Required Management Standard. In the calculation of any Operating Costs hereunder, it is understood that no costs shall be charged to Tenant to the extent it would result in Landlord obtaining a double recovery for such cost.

**5.5** Within one hundred twenty (120) days after December 31 of each calendar year, or, subject to the terms of this Section 5.5 concerning "Landlord-Accepted Operating Costs," as soon thereafter as reasonably possible (it being the specific intent of the parties that Landlord not unreasonably delay such determination), the total of Operating Costs for said calendar year just completed shall be determined by Landlord. Landlord shall give Tenant written notice of such determination, and Tenant within thirty (30) days thereafter shall pay to Landlord Tenant's Proportionate Share of Operating Costs for such calendar year in excess of Tenant's Proportionate Share of the Base Year Operating Costs, less the payments made by Tenant to Landlord during such calendar year for Tenant's Proportionate Share of Operating Costs in excess of Tenant's Proportionate Share of the Base Year Operating Costs, or, if Tenant has overpaid such amount, Landlord shall credit any excess paid toward Tenant's next rental payment due, or, if the Term has expired, refund Tenant within thirty (30) days following such determination. During the first and last years of the Term, Tenant's Proportionate Share of Operating Costs shall be adjusted in proportion to the number of days of that calendar year during which this Lease is in effect over the total days in that calendar year. An Operating Cost that is known or should have been known by Landlord (using reasonable efforts) which Landlord is not in the process of disputing or otherwise challenging in good faith shall be known herein as a "Landlord-Accepted Operating Cost". If, within one (1) year after the end of the calendar year



in which an Operating Cost becomes a Landlord-Accepted Operating Cost, Landlord fails to bill Tenant for Tenant's Proportionate Share of such Landlord-Accepted Operating Cost, then, in such event, Landlord shall be deemed to have waived the right to bill Tenant for such Landlord-Accepted Operating Cost; provided, that such one (1) year limit shall in no way be deemed to modify Landlord's obligation to refund any Tenant overpayment of Operating Costs in accordance with the terms herein, even if such refund would be made more than one (1) year after Tenant made any such overpayment.

**5.6** If Tenant disputes the actual amount due as Tenant's Proportionate Share of Operating Costs and/or the actual amount due as Operating Costs, Tenant may give written notice to Landlord (the "Inspection Request Notice") of Tenant's desire to review a summary of accounts (along with reasonable supporting invoices) prepared by Landlord applicable to Landlord's determination of Operating Costs ("Accounts Summary"). Such notice shall be given by Tenant no later than two-hundred seventy (270) days after Tenant's receipt of Landlord's determination of Operating Costs for the previous calendar year. Provided that Tenant has given Landlord the Inspection Request Notice, Tenant may, at reasonable times, inspect the Accounts Summary at Landlord's office or at such other office as may be designated by Landlord in the same general geographic area as the Building, provided, however, Tenant shall have the rights contained in this Section 5.6 only if the dollar amount of the increase of Tenant's Proportionate Share of Operating Costs for the disputed year over the previous year shall be at least \$1,000.00.

**5.6.1** The review by Tenant of the Accounts Summary shall be commenced no later than thirty (30) days after the date of Landlord's receipt of the Inspection Request Notice (subject to coordination of the timing with Landlord), and shall be completed no later than thirty (30) days after the beginning of such review. If, after such inspection, Tenant continues to dispute the amount due as Tenant's Proportionate Share of Operating Costs, Tenant shall, within ten (10) business days after the end of such review, give written notice to Landlord (the "Dispute Notice") of the particular costs or expenses included in Operating Costs that Tenant disputes, and the basis for Tenant's dispute thereof. If an error has been made in Landlord's determination of Tenant's Proportionate Share of Operating Costs, then the parties shall make such appropriate payments or reimbursements, as the case may be, to each other as are determined to be owing, provided, that any reimbursements payable by Landlord to Tenant may, at Landlord's option, instead be credited against the Base Rent next coming due under this Lease, unless the Term has expired, in which event Landlord shall refund (or, at Landlord's election, credit against any other amounts then owing by Tenant) the appropriate amount to Tenant.

**5.6.2** If Landlord informs Tenant that Landlord disputes any of the matters contained in the Dispute Notice, then, within thirty (30) days after Tenant is informed of Landlord's dispute of any of the matters contained in the Dispute Notice, Tenant shall hire a regionally recognized independent accounting firm that has not been hired by Landlord or Tenant during the immediately preceding five (5) years ("CPA Firm") acting on a non-contingency basis and with demonstrated experience in review of leasehold operating expenses to review the Accounts Summary. Such review of the Accounts Summary shall be completed not later than thirty (90) days after Landlord informs Tenant that Landlord disputes any of the matters contained in the Dispute Notice. The CPA Firm shall, within thirty (30) days after

completing such review, produce a written report (the "CPA Firm Report") describing its review and conclusions in detail, a copy of which shall be given to Landlord, but, subject to the last two (2) sentences of this paragraph, shall not be binding on Landlord. If, in Landlord's sole but good faith discretion (subject to the last two (2) sentences of this paragraph), Landlord agrees to be bound by the CPA Firm Report, or the issue is resolved by Landlord and Tenant with or without arbitration pursuant to the terms of the last two (2) sentences of this paragraph, and the CPA Firm Report accurately, and with appropriate supporting documentation, indicates that Landlord's determination of Operating Costs overstated Operating Costs, then (i) Landlord shall give Tenant a credit against future rental amounts for an amount equal to such overstated amount (or, if the Term has expired and no such rental amounts are owed by Tenant, Landlord shall within thirty (30) days reimburse Tenant for such overstated amount), and (ii) if such determination of Operating Costs by Landlord overstated Operating Costs by at least four percent (4%), then Landlord shall give Tenant a credit against future rental amounts for an amount equal to the reasonable cost of the CPA Firm Report (or, if the Term has expired and no such rental amounts are owed by Tenant, Landlord shall within thirty (30) days reimburse Tenant for such cost). If Tenant does not give Landlord the Inspection Request Notice, the Dispute Notice or the CPA Firm Report within the respective required periods under this Lease, it shall be conclusively deemed that Tenant has approved Landlord's determination of Operating Costs and Tenant's Proportionate Share thereof. If Landlord disputes the CPA Firm Report, then Landlord and Tenant shall use good faith efforts to, within sixty (60) days of Landlord's receipt of the CPA Firm Report, agree upon what the correct amounts for the CPA Firm Report should be. If Landlord and Tenant are unable to so agree by such date, then Landlord or Tenant shall have the right to submit such open issues for neutral binding arbitration (and not by court action) to the American Arbitration Association in accordance with the rules of such Association then in effect, and, within thirty (30) days following the final arbitration ruling on the matter, the parties shall make such appropriate payments or reimbursements, as the case may be, to each other as are determined in such ruling to be owing; provided, that the costs of such arbitration shall be paid as follows: (a) if the final arbitration ruling is that Landlord did not overstate Operating Costs, then Tenant shall pay all costs of the arbitration, including Landlord's; (b) if the final arbitration ruling is that Landlord overstated Operating Costs, but such overstatement was by less than four percent (4%), then Landlord shall pay Landlord's costs of the arbitration, Tenant shall pay Tenant's costs of the arbitration, and any other costs of the arbitration shall be divided equally between Landlord and Tenant; and (c) if the final arbitration ruling is that Landlord overstated Operating Costs, and such overstatement was by four percent (4%) or more, then Landlord shall pay all costs of the arbitration, including Tenant's.

**5.6.3** Tenant agrees that neither Tenant nor any of Tenant's employees, agents, attorneys, accountants or representatives (including, without limitation, the CPA Firm) shall use or disclose to any person or entity other than Tenant and, on a confidential, need-to-know basis, such employees, agents, attorneys, accountants or representatives, any information or documents obtained by Tenant or such other persons during inspection of Landlord's accounting records, provided, however, this sentence shall not apply to, or bar or limit (a) any legal action between Tenant and Landlord to enforce this Lease or as otherwise required under Applicable Law, or (b) any disclosure on a confidential basis reasonably necessary to produce the CPA Firm Report, so long as the recipient of such disclosure agrees to keep such disclosure confidential. Except as expressly provided in this Section 5.6, Tenant shall have no rights to inspect, copy, review, or audit the records of Landlord relating to Operating

Costs, nor to dispute any portion of Operating Costs charged by Landlord to Tenant. Notwithstanding any claim or dispute regarding Operating Costs that may arise, except to the extent expressly provided otherwise in this Lease, in no event shall Tenant be entitled to deduct, offset or reduce any Rent otherwise payable by Tenant under this Lease. All reviews of, and reports concerning the Accounts Summary shall be at Tenant's sole cost and expense, subject to the provisions of Section 5.6.2.

5.7 In addition to Tenant's Proportionate Share of Operating Costs and upon receipt by Tenant of reasonable supporting documentation (e.g., an invoice) therefor, provided that there is no duplication in any charges payable by Tenant in accordance with the preceding provisions of this Article 5, Tenant shall reimburse Landlord within thirty (30) days following demand and reasonable proof of said costs for any and all taxes required to be paid by Landlord when such taxes are measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, and (b) to the maximum extent permitted by Applicable Law, this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises, including, without limitation, any sales tax on the Rent paid hereunder and any documentary stamp taxes. Notwithstanding anything to the contrary contained in this Lease, if it becomes unlawful for Tenant to reimburse Landlord for any taxes (including, without limitation, Taxes) or other charges as required under this Lease, then, to the maximum extent permitted by Applicable Law, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax (including, without limitation, Taxes) or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

## 6. INITIAL CONSTRUCTION; CONDITION OF PREMISES

Without limitation as to Landlord's maintenance, repair and other express obligations and representations and warranties under this Lease, Landlord shall not be obligated to construct or install any improvements or facilities of any kind. All improvements shall be the property of Landlord, subject to Section 7.4, and upon the expiration or earlier termination of this Lease, Tenant shall deliver the Premises to Landlord in the condition required by Article 36. Subject to Landlord's maintenance and repair obligations under this Lease, Section 27 below, "Landlord's Delivery Obligation," "Landlord's Special Representation," "Landlord's CC&R Representation," "Landlord's Compliance Obligation" and "Landlord's Latent Defects Obligation" (as each such term is defined below), Tenant acknowledges that it is familiar with the condition of the Premises and it accepts the Premises in its "As-Is" condition without representation or warranty of any kind, including, without limitation, as to the condition of the Premises or its suitability for any intended use, and without any improvements by Landlord of any kind. Notwithstanding anything to the contrary contained in this Lease, (a) by no later than Tenant's first exercise of its right to Tenant's Early Entry under Section 5.1 of the Tenant Work Letter, Landlord shall cause the restrooms located on the same floor as the Premises (i.e. the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors) as of the Lease Date to be in material compliance with all Applicable Laws ("Landlord's Delivery Obligation"), subject to extension to the extent of any Force Majeure (as defined below); provided, that, for any breach of Landlord's Delivery Obligation, Landlord shall, within a reasonable period of time following written notice from Tenant delivered to Landlord no later than ten (10) days after Tenant's first exercise of its right to Tenant's Early Entry under Section 5.1 of the Tenant Work Letter (or Landlord's Delivery Obligation shall expire and be of no force

or effect), cause any such non-compliance to be remedied in accordance with, and subject to, the terms of this Lease; (b) as of the date of Landlord's execution of this Lease (but not during any other time period), Landlord represents and warrants to Tenant, to Landlord's actual knowledge, that Landlord has not received any written notice from any governmental authority stating that the Project is in violation of Applicable Law, including, without limitation, any "Environmental Law," as defined below (collectively, "Landlord's Special Representation"); provided, that, for any breach of such representation and warranty, Landlord shall, within a reasonable period of time, cause any such non-compliance to be remedied in accordance with, and subject to, the terms of this Lease; and (c) if, after the Commencement Date, Landlord receives notice from a governmental entity that a portion of the Building or the Common Areas that, in either such case, is Landlord's responsibility to repair or maintain under this Lease is not in compliance with Applicable Law and must be remedied to so comply, then, in such event, if such non-compliance is not attributable to Tenant's specific use (as opposed to normal and customary office use) or improvement that is not a normal and customary office improvement, Landlord shall, as Tenant's sole remedy in connection with such non-compliance (subject to the terms of Section 5.4(xi)(B) above and any other payment obligation of Tenant under this Lease, including, without limitation, in connection with any indemnification obligation), cause such specified portion of the Building or Common Areas to so comply with Applicable Law (collectively, "Landlord's Compliance Obligation"). As used in this Lease, (i) "Latent Defect(s)" shall mean a material latent defect in the physical condition of the Premises existing as of the Lease Date that could not have reasonably been discovered at any time prior to Tenant taking possession of the Premises by a commercially reasonable inspection of the Premises, and that materially and adversely affects Tenant's use of or access to the Premises, and it is hereby agreed that Landlord shall be responsible for repairing, without cost or expense to Tenant, any such Latent Defects ("Landlord's Latent Defects Obligation"), and (ii) "Landlord's actual knowledge" shall mean and refer to the actual knowledge of Anthony J. Ecker, the asset manager of the Building. In addition, Landlord's Delivery Obligation, Landlord's Special Representation, Landlord's CC&R Representation, "Tenant's Special HVAC Right", Landlord's Compliance Obligation, Landlord's Latent Defects Obligation, the Limited Abatement Right, Tenant's rights under Section 12 of this Lease, the terms of Sections 3.2, 44 (including, without limitation, the Limited Parking Abatement and the Visitor Parking Discount) and 55 of this Lease and the terms of the Tenant Work Letter (including, without limitation, the terms of the Tenant Work Letter regarding the Tenant Improvement Allowance) shall collectively be known herein as the "Special Terms".

## **7. REPAIRS & ALTERATIONS**

7.1 Subject to reimbursement pursuant to Article 5, and subject to the provisions of Section 7.2 and Articles 8, 10 and 14, along with Landlord's obligations regarding entry into the Premises as provided in Section 18, Landlord agrees to keep in good condition and repair and in accordance with Comparable Buildings (provided, that the Building-standard level of such maintenance and repair services being provided as of the Lease Date shall be deemed sufficient for all purposes under this Lease, it being the specific intent of the parties that Landlord not have to modify its existing Building-standard management practices to satisfy the requirements of this sentence) all Common Areas, any Building directory in the main lobby of the Building and the foundations, exterior walls, structural portions of the Project, the roof, the elevators and the HVAC, mechanical, electrical and plumbing systems serving the Project

generally as opposed to any particular tenant space (specifically excluding any plumbing exclusively serving the Premises or any above Building-standard heating, air conditioning or lighting equipment in the Premises, which shall be Tenant's sole responsibility; provided, that, Landlord shall proceed in accordance with Building standards and without discriminating against Tenant in determining whether any such system exclusively serves the Premises; and provided, further, that, notwithstanding the foregoing, (a) Landlord shall use reasonable efforts to attempt to, at Tenant's sole cost (and not as an Operating Cost), unclog any pipes in the Premises that become clogged, and (b) Landlord shall be responsible (with the cost thereof to be included as an Operating Cost, unless such cost is incurred as a result of the negligence or willful misconduct of Tenant, in which event Tenant shall be responsible for the entirety of such cost) for the replacement of non-operational Building-standard fluorescent lighting tubes serving Building-standard lighting fixtures within the Premises), but, subject to Landlord's Indemnification Obligation (as defined below) and Section 17.4 below, Landlord shall not be liable or responsible for breakdowns or temporary interruptions in service where reasonable efforts are used to restore service, and provided that, subject to the provisions of Section 9.8 below, Landlord shall not be responsible for the cost of any repair or maintenance to the extent caused by the negligence or willful misconduct of Tenant or its agents, contractors, employees, or guests; in the event of such repair or maintenance caused by such negligence or willful misconduct (but subject to the provisions of Section 9.8 below), Tenant shall pay for the reasonable and actual costs of such repair or maintenance within thirty (30) days following demand therefor from Landlord and, subject to the terms of Section 32 below limiting Tenant's liability for certain damages, agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, reasonable attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders, penalties, proceedings, stop notices and suits (collectively, "Claims") to the extent caused thereby. Landlord shall have thirty (30) days (or such longer period as is reasonably necessary so long as Landlord uses reasonable efforts in accordance with Building standards and without discriminating against Tenant in prosecuting such repair or maintenance to completion) after written notice from Tenant to perform necessary repairs or maintenance and shall use reasonable efforts to complete any such repairs and maintenance as soon as reasonably possible in accordance with Building-standards and without discriminating against Tenant. With the understanding that it is the parties' intent that the terms of this Lease control Landlord's obligations regarding any repair to be performed by Landlord, to the maximum extent permitted by Applicable Law, Tenant hereby waives and releases any right to make repairs at Landlord's expense which may be provided under Applicable Law, including, without limitation, California Civil Code Sections 1941 and 1942, except to the extent expressly provided otherwise in Section 25.6 below.

**7.2** Subject to the provisions of Section 7.1 and Articles 8 and 14, Tenant shall keep and maintain the Premises in good condition and repair, and shall promptly make all necessary repairs thereto at Tenant's sole cost and expense. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Project, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises under this Article 7 or otherwise, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be released and removed of record (or properly bonded against to Landlord's reasonable satisfaction) within ten (10) days after Tenant receives notice of any such lien or

Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, and Tenant shall, within thirty (30) days following demand by Landlord, reimburse Landlord for all reasonable and actual costs and expenses relating thereto incurred by Landlord.

**7.3** Except for Permitted Alterations (as defined below), Tenant may not make any improvements, alterations, additions or changes to the Premises (collectively, the "Alterations") without first procuring the written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord may condition its consent on, among other things, its receipt and reasonable review of complete plans and specifications for such Alterations (except for Permitted Alterations to the extent good construction practice does not require plans and specifications for such Permitted Alterations), and, if required in the reasonable judgment of Landlord, the installation of additional risers, feeders and other appropriate equipment as well as utility meters. The installation, maintenance, repair and replacement, as well as all charges in connection with all such meters and equipment shall be at Tenant's sole cost and expense. Notwithstanding the foregoing terms of this Section 7.3, but provided that (a) Tenant delivers to Landlord at least fifteen (15) days' prior written notice of the installation of any Permitted Alterations, including copies of all plans and specifications (if plans are in fact prepared to the extent good construction practice requires) relating to such Permitted Alterations, and (b) such Permitted Alterations are installed and maintained in accordance with Applicable Law and the insurance and other requirements of this Lease, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (any such Alterations shall also be known herein as "Permitted Alterations"): (i) is of a cosmetic nature and does not require any governmental permit, approval or other form of consent; (ii) is not visible from the exterior of the Building; (iii) will not affect the systems, structure or, in excess of any de minimus amount, value of the Building; (iv) does not require work to be performed inside the walls or above the ceilings of the Premises unless such work is immaterial and reasonably non-intrusive (i.e., with respect to the installation of any nails, screws or hooks for hanging pictures or similar items); and (v) costs no more than \$50,000.00 in any consecutive twelve (12) month period. The construction of the Tenant Improvements shall be governed by the terms of the Tenant Work Letter and not the terms of this Article 7, and Landlord hereby acknowledges that Landlord shall notify Tenant concurrently with its approval of the Final Space Plan (as defined in the Tenant Work Letter) whether Tenant shall be required to remove any portion of the Tenant Improvements upon the expiration or earlier termination of this Lease (provided, that, Tenant shall not be required to remove any portion of the Tenant Improvements consisting of ordinary and customary general office improvements or any Cabling (as defined below) from the Premises upon the expiration or earlier termination of this Lease in any event), and the Tenant Improvements shall not be considered "Alterations" for purposes of this Lease..

**7.4** All or any part of the Alterations (including, without limitation, any Permitted Alterations, but subject to the proviso that immediately follows in this sentence and the terms of Section 36 below regarding Cabling), whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at Tenant's sole expense before the expiration or earlier termination of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance or injury; provided, that, Landlord shall,

concurrently with any approval by Landlord of such Alterations, or within fifteen (15) days following notification with respect to any such Permitted Alterations, as applicable, notify Tenant in writing of Landlord's election. If Landlord requires the removal of all or part of any Alterations in accordance with the foregoing, Tenant, at its expense, shall promptly repair any damage to the Premises or the Building caused by such removal. If Tenant fails to remove the Alterations in accordance with the foregoing, then Landlord may (but shall not be obligated to) remove them and the reasonable and actual cost of removal and repair of any damage, together with all other damages (specifically excluding normal wear and tear, damage by casualty covered under Article 8 below, and subject to Section 32 below) which Landlord actually suffers to the extent caused by the failure of Tenant to remove such Alterations, shall be paid by Tenant to Landlord within thirty (30) days following demand; provided, that the amount of any such damages shall be reduced by the amount, if any, that Landlord could have avoided by exercising commercially reasonable efforts to mitigate such damages. Tenant shall not be entitled to any compensation from Landlord for any Alterations removed by Landlord or at Landlord's direction.

7.5 Tenant shall construct such Alterations and perform all repairs and maintenance under this Lease (all contractors to be approved in writing in advance by Landlord, with such approval not to be unreasonably withheld, conditioned or delayed; without limiting the generality of the foregoing, Tenant specifically acknowledges and agrees that it shall be reasonable for Landlord to require any contractors to be union members and for Landlord to withhold approval of such contractors if the use of the same would, in Landlord's reasonable and good faith judgment, violate the terms of any agreement between Landlord and any union providing work, labor or services at the Project or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project, provided that, if requested by Tenant to Landlord in writing, Landlord shall provide Tenant with reasonable evidence of any agreements between Landlord and any trade union providing work, labor or services to the Project) in conformance with any and all Applicable Laws, including, without limitation, pursuant to a valid building permit issued by the applicable municipality, if so required under the proposed scope of work, and in conformance with Landlord's reasonable construction rules and regulations (provided, that any such construction rules and regulations existing as of the Lease Date shall be deemed reasonable for such purposes). Landlord's consent to such Alterations or Landlord's approval of the plans, specifications, and working drawings for such Alterations will create no responsibility or liability on the part of Landlord for the completeness, design, sufficiency or compliance with any Applicable Laws with respect to such Alterations. All work with respect to any Alterations must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to unreasonably obstruct access to the Building or the Common Areas for any other tenant of the Building, and as not to unreasonably obstruct the business of Landlord or other tenants in the Building, or interfere with the labor force working in the Building (all as determined by Landlord in its sole but good faith discretion; provided, that, Tenant specifically agrees that if Landlord receives any good faith complaint, then the obstruction or interference in question shall be deemed unreasonable for purposes of this sentence). Not less than fifteen (15) nor more than thirty (30) days prior to commencement of any Alterations, Tenant shall notify Landlord in writing of the work commencement date so that Landlord may post notices of nonresponsibility about the

Premises. Upon completion of any Alterations, Tenant shall deliver to the Building management office a reproducible copy (in paper and/or electronic form, at Landlord's election) of the "as built" drawings of the Alterations (provided, that such "as built" drawings shall not be required with respect to any Permitted Alterations) and shall file such drawings and record such notices at such times and in such manner as may be required by Landlord acting reasonably or under Applicable Law (without limitation as to the foregoing, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Los Angeles in accordance with Section 3093 of the Civil Code of the State of California). Tenant shall not permit the use of any labor (including, without limitation, any contractors), material or equipment in the performance of any Alterations or of Tenant's repairs or maintenance if such use would, in Landlord's reasonable and good faith judgment, violate the terms of any agreement between Landlord and any union providing work, labor or services at the Project or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project. If any violation or disturbance occurs in connection with any labor, materials and equipment used by or on behalf of Tenant, Tenant, upon demand by Landlord, shall immediately cause all such labor, materials and equipment causing such violation or disturbance to be removed from the Project. Without limitation as to Tenant's right to seek any recourse and remedies against Tenant's contractors, Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with any such violation and/or disturbance to the extent in connection with any labor, materials or equipment used by or on behalf of Tenant, provided that, if requested by Tenant to Landlord in writing, Landlord shall provide Tenant with reasonable evidence of any agreements between Landlord and any trade union providing work, labor or services to the Project.

7.6 Upon completion of any work by Tenant under this Article 7 (except for Permitted Alterations), Tenant shall deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. Except with respect to any Permitted Alterations, Tenant shall pay to Landlord a construction coordination fee in an amount equal to five percent (5%) of the cost of such work.

7.7 If Tenant makes any Alterations, Tenant agrees to cause all contractors performing such Alterations to carry "Builder's All Risk" insurance (in accordance with Building standards and without discriminating against Tenant) in an amount reasonably approved by Landlord (in accordance with Building standards and without discriminating against Tenant) covering the construction of such Alterations (provided, that no "Builder's All Risk" insurance shall be required if the Alterations in question do not concern or otherwise affect the structure or systems of the Building), and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 9 of this Lease immediately upon completion thereof. In addition, Landlord may, in its reasonable discretion, require Tenant to obtain a lien and completion bond or some alternate form of security reasonably satisfactory to Landlord in an amount reasonably sufficient to ensure the lien-free completion of such Alterations and naming Landlord a co-obligee.

7.8 Tenant and Tenant's telecommunications companies, including, without limitation, local exchange telecommunications companies and alternative access vendor services companies (collectively, "Telecommunications Companies"), shall have no right of access to or



within the Project for the installation and operation of Tenant's Telecommunications System (as defined below) without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, that it shall be deemed reasonable for Landlord to require, at Tenant's sole cost and expense (including, without limitation, with respect to any reasonable attorneys' fees incurred by Landlord), that any such Telecommunications Company enter into a written agreement with Landlord (on Landlord's standard form, if required by Landlord) to address such matters related to Tenant's Telecommunications System; provided, however, that, subject to Tenant's indemnification obligations under this Lease, Tenant shall not be required to pay any additional fee, cost or expense for the installation and operation of telecommunications lines and systems including but not limited to voice, video, data, and any other telecommunications services provided over wire, fiber optics, microwave, wireless and any other transmission system, solely for the purpose of serving the Premises for part or all of Tenant's telecommunications within the Building and from the Building to any other location (hereinafter collectively referred to as "Telecommunications Lines"). All work with respect to Tenant's Telecommunications System shall be subject to the terms of this Lease governing Alterations. Without in any way limiting Landlord's right to withhold its consent to a proposed request for access, Landlord shall specifically have the right to consider whether a Telecommunications Company is willing to pay reasonable monetary compensation for the use and occupation of the Building for any Tenant Telecommunications System. As used in this Lease, "Tenant's Telecommunications System" shall mean all or any part of Tenant's telecommunications systems utilizing Telecommunications Lines.

## **8. FIRE OR CASUALTY DAMAGE**

**8.1** If the Premises or any portion of the Project is damaged by fire or other cause (the "Occurrence") without the negligence or willful act of Tenant or its partners, trustees, officers, directors, shareholders, members, beneficiaries, licensees, invitees, or any subtenants or subtenants' agents, employees, contractors, or invitees, servants, guests, or independent contractors (collectively, "Tenant Persons"), Landlord shall diligently, and as soon as reasonably practicable after the Casualty Notification Date (as hereinafter defined), repair the damage; provided, however, that, subject to the sentence that immediately follows, Landlord may elect not to rebuild or restore the Premises or any portion of the Project, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date on which Landlord has been notified (which notification Landlord shall attempt to obtain as soon as reasonably possible) by a qualified contractor of the full extent and nature of such damages (the "Casualty Notification Date"), such notice to include a lease termination date and a date for Tenant to vacate the Premises. Landlord may so elect to terminate this Lease only if the Project shall be damaged by fire or other cause, whether or not the Premises are affected, if Landlord terminates all leases of similarly-situated tenants (and not as a subterfuge to void this Lease), and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred eighty (180) days after the Casualty Notification Date; (ii) the Occurrence occurs during the last year of the Term (irrespective of any option to renew this Lease, unless Tenant has exercised such option in accordance with the terms of this Lease); (iii) the holder of any mortgage/deed of trust on the Building or ground lessor with respect to the Project shall require that the insurance proceeds or any portion thereof be used to retire all or a portion of the mortgage/deed of trust debt, or shall terminate the ground lease, as the case may be; (iv) Landlord's insurer has not agreed that the damage is fully covered, except for deductible

amounts, by Landlord's insurance policies; or (v) in Landlord's reasonable discretion, twenty percent (20%) or more of the rentable floor area of the Project is unusable, unmarketable, damaged or destroyed. If Landlord terminates this Lease, the Base Rent, Tenant's Proportionate Share of increases in Operating Costs and Tenant's recurring charges for the Spaces (collectively, "Periodic Rent") shall be apportioned and paid to the date of termination (subject to abatement as provided below). To the extent Landlord undertakes the repair or restoration of the Building, such repair or restoration by Landlord shall be to substantially the same condition of the base, shell, and core of the Premises and Common Areas prior to the casualty, except for modifications required by zoning and building codes and other Applicable Laws or by the holder of a mortgage/deed of trust on the Building, or the lessor of a ground or underlying lease with respect to the Project or portion thereof, or any other modifications to the Common Areas reasonably deemed desirable by Landlord, which are consistent with the character of the Project, provided access to the Premises and any common restrooms serving the Premises shall not be materially impaired. Notwithstanding any other provision of this Lease, upon the occurrence of any damage to the Premises, if any insurance proceeds are payable to Tenant pursuant to Tenant's insurance required under Section 9.1 of this Lease for items that do not belong to Tenant but instead are part of the Project (any Alterations shall be deemed part of the Project for such purposes) and Landlord has not terminated this Lease in accordance with the terms herein, Tenant shall, so Landlord can perform repairs in accordance with the terms herein, assign to Landlord (or to any party designated by Landlord) all such insurance proceeds payable to Tenant, and Landlord shall use the same to repair any injury or damage to such portions of the Project and shall return such portions of the Project to their condition prior to the Occurrence; provided that if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, the cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage. In connection with such repairs and replacements, Tenant shall, prior to the commencement of construction, submit to Landlord, for Landlord's review and reasonable approval, all plans, specifications and working drawings relating thereto, and Landlord shall select the contractors to perform such improvement work. If Landlord reasonably determines that the repairs cannot be completed within one hundred eighty (180) days after the Casualty Notification Date (or within 90 days after the Casualty Notification Date if the Occurrence takes place during the last year of the Term) and, as a result of the Occurrence, twenty percent (20%) or more of the rentable square footage of the Premises is unusable and Tenant would not be able to reasonably access or conduct business from the remaining usable portion of the Premises during such time (a "Triggering Event"), Tenant shall have the right, upon written notice delivered to Landlord no later than ten (10) business days after Tenant learns of the Triggering Event, to terminate this Lease. Tenant's failure to so terminate this Lease within such ten (10) business day period shall be deemed Tenant's election not to terminate this Lease with respect to such Occurrence.

**8.2** If Landlord does not elect to terminate this Lease under the terms of Section 8.1, but the damage required to be repaired by Landlord is not repaired by the end of the 180 Day Period (as hereinafter defined), then either Landlord (but only if the Building can no longer be used for office purposes under Applicable Law) or Tenant (subject to the terms of this Section 8.2), within thirty (30) days after the end of the 180 Day Period (or such right to terminate shall expire), may terminate this Lease by written notice to the other party, in which event this Lease shall terminate as of the date of receipt of the notice, and the Periodic Rent shall be apportioned and paid to the date of termination (subject to abatement as provided below).

The "180 Day Period" shall mean the period beginning on the Casualty Notification Date and ending one hundred eighty (180) days from the Casualty Notification Date. Notwithstanding the preceding provisions of this Section 8.2, if (a) Landlord and Tenant have not elected to terminate this Lease pursuant to the terms of Section 8.1, and (b) Landlord is proceeding reasonably to complete the repairs, then neither party shall have the right to terminate this Lease if, before the end of the 180 Day Period, Landlord, at Landlord's sole option, gives written notice to Tenant that the repairs will be completed within thirty (30) days after the end of the 180 Day Period (the "Extension Period"), and the repairs are actually completed within the Extension Period. If the repairs are not completed within the Extension Period, then either party may terminate this Lease by written notice to the other party; provided, that Landlord may so terminate this Lease only if the Building can no longer be used for office purposes under Applicable Law. Such notice of termination shall be given within thirty (30) days after the end of the Extension Period (or such right to terminate shall expire), and shall be effective upon receipt thereof by the other party to this Lease. Notwithstanding the provisions of this Section 8.2, Tenant shall have the right to terminate this Lease under this Section 8.2 only if each of the following conditions are satisfied: (i) the damage to the Project by fire or other casualty was not caused by the negligence or intentional act of Tenant Persons; and (ii) as a result of the damage, Tenant cannot reasonably conduct business from the Premises.

**8.3** Subject to the last sentence of this Section 8.3, during the period that the damaged portion of the Premises is rendered untenantable by the damage, Periodic Rent shall be reduced by the ratio that the rentable square footage of the Premises thereby rendered untenantable bears to the total rentable square footage of the Premises, provided that (i) Tenant does not occupy or use such untenantable portion of the Premises during such rent abatement period, and (ii) Tenant shall, as soon as reasonably practicable after the event purportedly giving rise to rent abatement, give written notice to Landlord of Tenant's claim for rent abatement and the basis therefor, including the date when Tenant vacated the Premises or portion thereof as a result of the Occurrence. Notwithstanding the preceding sentence, if the damage was the consequence of the negligence or willful misconduct of any of the Tenant Persons, then the Periodic Rent shall be abated only to the extent Landlord actually receives rental or business interruption proceeds allocated to the Periodic Rent for the Premises. If the rent abatement period expressly provided in this Section 8.3 is for a period of less than five (5) days, then Periodic Rent for such five (5) days shall be abated only to the extent that Landlord actually receives rental or business interruption proceeds allocable to such Periodic Rent to be abated.

**8.4** Subject to Section 8.5, all injury or damage to the Premises or the Building resulting from the negligence or willful misconduct of any Tenant Persons shall be repaired at the sole cost of Tenant, payable within thirty (30) days following demand by Landlord, or at Landlord's option, Landlord may require Tenant to perform such repairs or portion thereof and Periodic Rent shall not abate. If Landlord shall so elect, Landlord shall have the right to make repairs to the standard tenant improvements, not including any tenant extras, Alterations, or personal property, and any reasonable and actual expense incurred by Landlord shall be paid by Tenant within thirty (30) days following demand accompanied by reasonable supporting documentation.

**8.5** Notwithstanding any other provisions of this Lease, Tenant shall be relieved from the obligation to repair or pay for physical injury or damage to the Project resulting

from the negligence, gross negligence or intentional act of any of Tenant Persons only to the extent that Landlord actually receives (or would have received had Landlord maintained the insurance required under Section 9.10 below) insurance proceeds for complete payment in full for such repairs from Tenant's or Landlord's insurance (Landlord hereby agrees to use commercially reasonable efforts to pursue any claim under Landlord's insurance coverage, if any, for such insurance proceeds); provided, that, notwithstanding anything to the contrary contained in this Lease, Landlord shall in no event use this Section or any other terms of this Lease that make Tenant responsible for any payment as, in any such case, a subterfuge to (a) intentionally fail to collect insurance proceeds that would otherwise be collectible by Landlord, or (b) not maintain any of the insurance required of Landlord under Section 9.10 below.

**8.6** Notwithstanding the preceding provisions in this Article 8 concerning abatement of Periodic Rent, Tenant shall not be relieved from its obligation to pay Tenant's Proportionate Share of the insurance deductibles under insurance policies carried by Landlord to the extent payable by Tenant as Operating Costs pursuant to the terms of this Lease.

**8.7** The provisions of this Lease, including, without limitation, this Article 8, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building, or any other portion of the Project, and any Applicable Law (including, without limitation, California Civil Code Sections 1932(2) and 1933(4)) with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building, or any other portion of the Project.

**9. INSURANCE**

**9.1** Tenant shall during the entire Term maintain the following insurance coverage:

**9.1.1** Commercial General Liability Insurance for personal injury and property damage claims arising out of Tenant's occupation or use of the Premises and from its business operations, and including liability arising under any indemnity set forth in this Lease in amounts of not less than \$2 million for each occurrence and \$3 million for all occurrences each year.

**9.1.2** Property damage insurance covering all Tenant's furniture, trade fixtures, office equipment, merchandise and other property in the Premises and all original and later-installed tenant improvements in the Premises. This insurance shall be an "all risk" policy covering the full replacement cost of the items covered and including vandalism, malicious mischief, earthquake and sprinkler leakage coverages.

**9.1.3** All required workers' compensation or other similar insurance pursuant to all Applicable Laws.

**9.1.4** Loss-of-income and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly

insured against by prudent tenants or attributable to prevention of access to the Premises, the Building or Project as a result of such perils.

**9.2** All insurance provided by Tenant under this Lease shall be coordinated with any preceding, concurrent or subsequent, occurrence or claims made insurance, in such a manner as to avoid any gap in coverage against claims arising out of occurrences, conduct or events which take place during the period beginning on the Lease Date and ending on termination of this Lease.

**9.3** Landlord makes no representation that the insurance coverage required of Tenant provides adequate coverage for Tenant's needs or for its obligations under this Lease. Tenant shall not do or permit to be done anything that shall cause the cancellation of, invalidate, increase the rate of, or otherwise adversely affect, the insurance policies referred to in this Article 9.

**9.4** Landlord shall not be deemed to have waived or reduced any of the insurance coverage requirements for Tenant except by an express written agreement to that effect. The receipt by Landlord or its contractors or agents of insurance policies, certificates, letters, or other correspondence, documents or information which do not conform to the insurance requirements of this Lease, or the failure of Landlord to receive policies, certificates, or other documentation required by this Article 9, shall not be deemed to be Landlord's consent to a waiver or reduction of any such requirements, despite any failure by Landlord to object to same at the time of receipt (or lack of receipt), or thereafter. Any reduction, modification, or waiver of any of Tenant's insurance requirements under this Lease may be made only by a written document executed by Landlord and Tenant that expressly amends the pertinent described portions of this Lease.

**9.5** Landlord shall have the right and option, but not the obligation, to maintain any or all of the insurance which is required in Section 9.1 to be provided by Tenant on prior notice to Tenant if Tenant fails to maintain the insurance required of Tenant in this Article 9 and fails to correct such failure within seven (7) business days of its receipt of written notice thereof from Landlord. All reasonable and actual costs of Tenant's insurance provided by Landlord in accordance with the foregoing shall be obtained at Tenant's expense.

**9.6** The minimum insurance requirements set forth in this Lease shall not limit the liability of Tenant under this Lease. Landlord, and any parties reasonably specified by Landlord (provided, that the parties ordinarily specified by Landlord on a Building-standard basis shall be deemed reasonable for such purposes), shall be named as additional insureds under Tenant's insurance as to the general liability coverages. All insurance companies providing insurance pursuant to this Article shall be rated at least A VIII in Best's Key Rating Guide and shall be otherwise reasonably acceptable to Landlord and licensed and qualified to do business in the state in which the Project is located. Insurance provided by Tenant shall be primary as to all covered claims and any insurance carried by Landlord is excess and is non-contributing. Tenant shall use commercially reasonable efforts to provide Landlord and any specified mortgagee/deed of trust beneficiary of Landlord with at least ten (10) days prior written notice of any cancellation or other modification of any insurance policy of Tenant under this Lease. The insurance must also contain a severability of interest clause reasonably acceptable to Landlord. Copies of

certificates of insurance with respect to each policy shall be delivered to Landlord prior to the Commencement Date, and thereafter, prior to the expiration and renewal of each existing policy. Any insurance required hereunder of Tenant may be provided with blanket insurance policy(ies) insuring Tenant at locations in addition to the Premises, so long as such blanket policy(ies) expressly affords the coverage required of Tenant under this Lease. Tenant shall take all necessary steps so as to prevent the actual effective aggregate coverage of such blanket policy(ies) from ever eroded at any time by claims, or reserves therefor established by the insurer, so that the minimum coverage afforded to Landlord required by this Lease shall at all times remain in effect.

**9.7** Landlord has the reasonable right at any time (upon not less than thirty (30) days prior written notice delivered to Tenant), but not the obligation, to reasonably and in good faith (which shall, in any event, be in a manner consistent with market standards for similarly situated tenants in Comparable Buildings, and shall be implemented on a Building-standard basis without discriminating against Tenant) change, cancel, decrease or increase any insurance required or specified for Tenant under this Lease. Landlord at its option may obtain any of the insurance required of Landlord directly or through umbrella policies covering the Building and other assets owned by Landlord.

**9.8** Landlord and Tenant agree to request that their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance carried by Landlord or Tenant, respectively, is not invalidated thereby. As long as such waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property to the extent such loss or damage is actually insured under policies of insurance for fire and all risk coverage, theft, public liability, or other similar insurance.

**9.9** Tenant shall not conduct or permit to be conducted by its employees, agents, guests or invitees any activity, or place any equipment in or about the Premises or the Project that will in any way increase the cost of fire insurance or other Landlord insurance on the Project. If any increase in the cost of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau, if any, to be primarily due to any activity or equipment of Tenant in or about the Premises or the Project, such statement shall be conclusive evidence that the increase in such cost is due to such activity or equipment and, as a result thereof, Tenant shall be liable for the amount of such increase. Tenant shall reimburse Landlord for such amount within thirty (30) days following written demand from Landlord and any such sum shall be considered additional Rent payable hereunder. Tenant, at its sole expense, shall comply with any and all requirements of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Premises and the Project.

**9.10** In addition to any other insurance that may be maintained by Landlord in connection with the Project, Landlord shall maintain the following insurance coverage (which may, in Landlord's sole and absolute discretion, be in the form of a blanket insurance policy or policies):

**9.10.1** Commercial General Liability Insurance for personal injury and property damage claims arising from the Project, including liability arising under any indemnity set forth in this Lease, in amounts and under policies that are commercially reasonable for comparable buildings in the same general geographic area as the Building, with commercially reasonable deductibles. The costs of all such insurance shall be part of Operating Costs;

**9.10.2** Property damage insurance covering the Project by means of an "all risk" policy (which may include vandalism, malicious mischief and sprinkler leakage coverage) and such endorsements as Landlord may require in its sole discretion in an amount not less than ninety percent (90%) of the full replacement value thereof (which may be exclusive of foundations), with commercially reasonable deductibles. The costs of all such insurance shall be part of Operating Costs; and

**9.10.3** Such other commercially reasonable coverages as are being maintained by prudent landlords of comparable buildings in the same general geographic area as the Building, with commercially reasonable deductibles. The costs of all such insurance shall be part of Operating Costs.

Notwithstanding anything to the contrary contained in this Section 9.10, Landlord's insurance coverage as it exists on the Lease Date shall be deemed reasonable and to have otherwise satisfied all the requirements of this Section 9.10, it being the specific intent of the parties that Landlord not have to modify such existing insurance coverage to satisfy the terms of this Section 9.10.

## **10. WAIVER AND INDEMNIFICATION**

To the extent not prohibited by law, Landlord, its partners, trustees, ancillary trustees and their respective officers, directors, shareholders, members, beneficiaries, agents, servants, employees, and independent contractors (collectively, "Landlord Persons") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant except for damage to the extent caused by the negligence or intentional misconduct of Landlord Persons. Subject to Section 9.8 above, Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims, except to the extent caused by Landlord's negligence or willful misconduct, in any way arising or resulting from or in connection with (a) any accident, injury, death, loss or damage to any person or to any property in connection with this Lease, including, without limitation, the person and property of Tenant and its employees, agents, officers, guests, and all other persons at any time in the Building or the Premises or the Common Areas, in any such case, in connection with this Lease, (b) the occupancy or use of the Premises by Tenant, (c) any act or omission or negligence of Tenant or any agent, licensee, or invitee of Tenant, or its contractors, employees, or any subtenant or subtenant's agents, employees, contractors, or invitees, or (d) any breach of any of the terms of this Lease by Tenant. Landlord agrees to protect, defend, indemnify and hold Tenant harmless from and against any and all Claims, except to the extent caused by Tenant's negligence or willful misconduct, in any way arising or resulting from or in connection with (i) the negligence or willful misconduct of Landlord, or (ii) any breach of any of the terms of this Lease by Landlord (collectively, "Landlord's

Indemnification Obligation”). The indemnification obligations of Landlord and Tenant under this Lease shall survive the expiration or earlier termination of this Lease.

## **11. USE OF PREMISES**

**11.1** The Premises are leased to Tenant for the sole purpose set forth in Section 1.10 and Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord, which consent may be withheld in Landlord’s sole and absolute discretion. No rights to any view or to light or air over any property, whether belonging to Landlord or to any other person or entity, are granted to Tenant by this Lease. Tenant further covenants and agrees that it shall not use, or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the rules and regulations attached hereto and incorporated herein as Exhibit D, or, without limitation as to the terms of Sections 6, 27 and 42 of this Lease, in violation of any applicable laws (including, without limitation, the Americans With Disabilities Act of 1990, the California Building Standards Health Law, Health and Safety Code Sections 18901-18949.1, Title 24 of the California Code of Regulations, and all seismic retrofit or other earthquake protection requirements), ordinances, rules, statutes, constitutions, regulations, court orders, treaties, codes or common law decisions now or hereafter in force and effect (collectively, “Applicable Laws”). Landlord shall not be responsible to Tenant for the nonperformance of any of such rules and regulations by or otherwise with respect to the acts or omissions of any other tenants, guests or occupants of the Building; provided, that, to the extent Landlord enforces such rules and regulations, such enforcement shall be in a non-discriminatory manner.

**11.2** Tenant shall comply with all recorded covenants, conditions, and restrictions and the requirements of all other recorded documentation affecting the real property underlying the Project as of the Lease Date (and, without the imposition of any material new obligation on Tenant or any material new restriction of Tenant’s then-existing rights (any such obligation or restriction that results in Tenant incurring a monetary cost shall be deemed material for such purposes, and Landlord shall not record any such material new obligation or material new restriction against the Project unless Tenant is specifically excluded therefrom), with all documentation recorded against such real property after the Commencement Date, including, without limitation, any amendments of, or other modifications to, any of the foregoing recorded documentation existing as of the Commencement Date). Tenant shall, at its expense, obtain any governmental permits and approvals required for Tenant’s intended use of the Premises. The obtaining of any such permits and approvals is not a condition to any of Tenant’s obligations under this Lease. Tenant acknowledges that except as expressly stated in this Lease, neither Landlord nor Landlord’s agent has made any representation or warranty, whether express or implied, as to the Premises, including, without limitation, the suitability of the Premises for the conduct of Tenant’s business; provided, that, notwithstanding anything to the contrary contained in this paragraph, as of the date of Landlord’s execution of this Lease (but not during any other time period), Landlord represents and warrants to Tenant, to Landlord’s actual knowledge, that the portion of the Permitted Use consisting of general office use does not violate any recorded covenants, conditions or restrictions that affect the real property underlying the Project as of the Lease Date (collectively, “Landlord’s CC&R Representation”).



## 12. SIGNS

So long as Landlord utilizes an electronic Building directory in the main lobby of the Building (the "Electronic Directory"), Landlord agrees to maintain such Electronic Directory in accordance with Section 7.1 and to provide Tenant, at Landlord's sole cost and expense, with as many lines as requested by Tenant in good faith for Building-standard identification on the Electronic Directory. In addition, Tenant shall be permitted to install, at Tenant's sole cost and expense, on any multi-tenant floor (i.e., a floor for which two (2) or more tenants have entered into a direct lease with Landlord) on which the Premises is located, (a) Building-standard suite signage (subject to Landlord's prior written consent, which shall not be unreasonably withheld) directly outside each entrance to the Premises on such multi-tenant floor (but only for a maximum of two (2) such entrances), and (b) Building-standard elevator lobby signage (subject to Landlord's prior written consent, which shall not be unreasonably withheld) in the elevator lobby located on such multi-tenant floor. Subject to the terms of this Section, Tenant shall have the right to have its name included on one (1) signband ("Tenant's Signband") of the then-existing monument sign for the Building located at the corner of Wilshire Boulevard and Granville Avenue; provided, that, as a condition precedent to such right, (i) the Premises shall consist of at least 25,000 rentable square feet, (ii) Named Tenant and/or any Permitted Transferee shall occupy the entire Premises, (iii) any and all costs and expenses of causing Tenant's Signband to comply with Applicable Law and of creating, adding, replacing, maintaining, repairing, removing and/or otherwise modifying Tenant's Signband shall be paid for by Tenant, and (iv) the font type, design, graphics, layout, appearance, shape, construction, materials, colors, exact location, position, quality, style, lighting, size and similar specifications of Tenant's Signband shall be determined by Landlord in its sole and absolute discretion (but on a uniform basis for the Building in any event without discriminating against Tenant). Notwithstanding anything to the contrary contained herein, for so long as Landlord permits non-uniform designs for signbands on such monument signage, Landlord hereby approves the purely aesthetic aspects of the configuration and appearance (i.e., the font type, graphics, shape and style) of the signband outlined on Exhibit F attached hereto and incorporated herein; provided, that, all other specifications of the Tenant's Signband, including, without limitation, the location, colors, size, position and any sources of power, remain subject to Landlord's approval in accordance with subsection (iv) above, and remain subject to the requirements of subsections (i), (ii) and (iii) above. Subject to the terms of this Section, (A) Landlord retains absolute control over the exterior appearance of the Building and Project and the exterior appearance of the Premises as viewed from the public halls and public areas, (B) Tenant will not install, or permit to be installed, any drapes, furnishings, signs, lettering, designs, advertising or any other items that will in any way alter the exterior appearance of the Building or the exterior appearance of the Premises as viewed from the public halls and public areas, and (C) any such drapes, furnishings, signs, lettering, designs, advertising and any other such items contemplated to be installed by Tenant shall be considered an Alteration (as defined in Section 7.3) and shall be subject to the provisions of Article 7. The signage rights granted to Tenant in this Article 12 are personal only to the Named Tenant or any Permitted Transferee, and, except with respect to any Permitted Transfer, may not be otherwise assigned, subleased or transferred or succeeded to unless pursuant to a Transfer that is consented to by Landlord in accordance with, and subject to, the terms of this Lease; provided, that, notwithstanding the foregoing and except for any Permitted Transfer, the right to Tenant's Signband shall in no event be transferrable by the Named Tenant. Notwithstanding anything to the contrary contained herein, Tenant shall have

the right, at Tenant's sole cost and expense without Landlord's prior consent, to install such signage, logos, lettering or other designs in or about any floor (including, without limitation, the elevator lobby of such floor) that Tenant leases in its entirety; provided, that such designs are not visible from the outside of the Building or the Common Areas and otherwise comply with the terms of this Lease.

### **13. ASSIGNMENT AND SUBLETTING**

**13.1** Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) (collectively, a "Transfer") the Premises, or any part thereof, nor shall any Transfer of this Lease or the right of occupancy be effected by operation of law or otherwise, without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed (Landlord's failure to respond to Tenant's written request for Landlord's written consent to any such Transfer for more than fifteen (15) days after Landlord receives such written request and all documentation required to be delivered by Tenant to Landlord in accordance with the terms herein shall be deemed an unreasonable delay for such purposes); provided, however, that Tenant shall request such consent at least thirty (30) days prior to the proposed commencement date of the Transfer; and provided, further, that the parties hereby agree that it shall be deemed to be reasonable under this Lease and under any Applicable Law for Landlord to withhold consent to any proposed Transfer where, without limitation as to other reasonable grounds (if any) for withholding consent: (i) the transferee is of a character or reputation or engaged in a business which is not reasonably consistent with the quality of the Building as determined by Landlord acting reasonably and in good faith and without discriminating against Tenant; (ii) the transferee is either a governmental agency or instrumentality thereof; (iii) the transferee is not a party of reasonable financial worth and/or reasonable financial stability in light of the responsibilities involved under this Lease on the date consent is requested (and taking into consideration that Tenant shall remain liable for the obligations under this Lease); (iv) the Transfer may reasonably be expected to result in an increase in excess of a de minimus amount in the use of the utilities, services or Common Areas of the Project (unless Tenant agrees to pay the increased charges and such increased use would not unreasonably burden Landlord's management and operation of the Project); (v) the Transfer by itself would result in less than a full floor of the Premises being Transferred and the transferee in question is (a) an existing tenant of the Building and comparable space in the Building is available for such existing tenant or is reasonably expected to be available for such existing tenant within one hundred and twenty (120) days after the date of the proposed Transfer, or (b) currently negotiating with Landlord (as evidenced in writing, including, without limitation, by a proposal, letter of intent or lease draft) for space in the Building and Landlord has or reasonably expects that it will have sufficient vacant space to meet such transferee's needs; (vi) the proposed Transfer would cause a violation of another lease or occupancy agreement for space in the Building, or would give an occupant of the Building a right to cancel its lease or occupancy agreement; or (vii) there is a Material Event of Default. For purposes of the foregoing prohibitions, and subject to Tenant's rights regarding any Permitted Transfer as provided in the sentence that immediately follows, if Tenant is an entity, a transfer at any one time or from time to time of the lesser of a controlling interest or fifty percent (50%) or more of an interest in Tenant (whether stock, membership interest, partnership interest, assets or other form of ownership or control) by any person(s) or entity(ties) having an interest in ownership or control of Tenant at the Lease Date shall be deemed to be a Transfer of this Lease. Notwithstanding the

foregoing, however, if Tenant is an entity, neither an assignment of the Premises to a transferee that is the resulting entity of a merger or consolidation of Tenant with another entity, nor a restructure or other reorganization of Tenant, nor the purchase of all or substantially all of the assets or stock or other beneficial interests of Tenant, nor an assignment or subletting of all or a portion of the Premises to an affiliate of Tenant (an entity that is controlled by, controls, or is under common control with, Tenant, including, without limitation, any such entity that is a subsidiary or parent company of Tenant), nor the transfer of stock among the current stockholders of Named Tenant, among a bona fide employee stock ownership plan of Named Tenant, or among the current stockholders of Named Tenant and Named Tenant's immediate families (i.e., spouses, parents, brothers, sisters, children, grandchildren or any spouse of any such parent, brother, sister, child or grandchild, or any other individual who is of lineal consanguinity with any such then current stockholder, or any trust the income beneficiary of which is of lineal consanguinity with any such then current stockholder), nor the transfer of stock or other beneficial interest in Tenant in connection with an initial public offering and any subsequent sale of Tenant's stock on a public stock exchange, shall be deemed a Transfer, provided that the following conditions are satisfied (any such transfer that satisfies the requirements of this sentence shall be known herein as a "Permitted Transfer" and any transferee who succeeds by assignment to the entirety of Tenant's interest under this Lease by a Permitted Transfer shall be known herein as a "Permitted Transferee"): (1) Tenant notifies Landlord in writing at least ten (10) days in advance of any such assignment or sublease, and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such Transfer or transferee (provided, that Landlord agrees to execute any commercially reasonable confidentiality agreement requested by Tenant with respect to any such document or information that is confidential or proprietary), (2) such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease, (3) Tenant shall remain primarily liable for the payment of Rent due and the performance of all other obligations of Tenant under this Lease, and (4) either Tenant, Guarantor or, if separate and apart from Tenant or Guarantor, the resulting entity has a tangible net worth reasonably sufficient to fulfill the obligations of Tenant under this Lease, and engages in substantially the same business as Tenant or, if it engages in a substantially different business, such different business would not, in Landlord's good faith business judgment, be expected to detract from the value of the Project or adversely affect the reputation or character of the Project. In no event shall Tenant be deemed to have been released under this Lease in the event of such an assignment or sublease and Tenant shall remain primarily liable hereunder. If Landlord consents to the proposed Transfer, (a) the Named Tenant, Guarantor and subsequent transferees shall remain liable under this Lease, and Tenant shall obtain the prior written consent of Guarantor to such Transfer in a form reasonably acceptable to Landlord; and (b) each of the transferees shall agree in a writing reasonably acceptable to Landlord to assume and be bound by all of the terms and conditions of this Lease to the extent applicable to the particular Transfer (e.g., a sublessee of a portion of the Premises shall not be bound to the obligation to pay the Base Rent and Operating Costs set forth in this Lease for the remainder of the Premises not so subleased by such sublessee). Any Transfer without Landlord's written consent (other than a Permitted Transfer) shall be voidable by Landlord and, at Landlord's election, constitute an Event of Default. Neither the consent by Landlord to any Transfer nor the collection or acceptance by Landlord of Rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the Named Tenant or Guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant,

assignee or other party from obtaining the consent in writing of Landlord to any further Transfer. For the sole purpose of affording Landlord protection in connection with any Applicable Law regarding bankruptcy, Tenant hereby assigns to Landlord the Rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such Rent or other sums directly to Landlord; provided, however, that until the occurrence and continuance of an Event of Default, Tenant shall have the license to continue collecting such Rent and other sums. Whether or not Landlord consents to a Transfer under this Section 13.1 (but specifically excluding any Permitted Transfers), Tenant shall promptly pay Landlord's reasonable attorneys' fees incurred in connection with any request for such consent. If, for any proposed Transfer (specifically excluding any Permitted Transfer), Tenant contracts to receive total Rent or other consideration exceeding the total Rent called for hereunder (prorated by the ratio that the assignment or sublease term and square footage bears to the term and square footage of this Lease) after deduction (amortized over the term of the assignment or sublease) of Tenant's actual, customary and reasonable Transfer costs, if any, Tenant will pay fifty percent (50%) of the excess to Landlord as additional Rent promptly upon receipt.

**13.2** Prior to proposing an assignment or sublease to Landlord that would be subject to Landlord's right to Recapture the Lease (as defined below), Tenant may request in writing (a "Recapture Inquiry") that Landlord notify Tenant whether, were Tenant to propose such assignment or sublease (as opposed to merely inquiring regarding such assignment or sublease), Landlord would elect to Recapture the Lease, and such Recapture Inquiry shall not, alone, trigger Landlord's right to Recapture the Lease. Landlord shall notify Tenant within fifteen (15) days after Landlord's actual receipt of any Recapture Inquiry and all information reasonably requested by Landlord relating to the assignment or subletting that is the subject of the Recapture Inquiry, whether, if such assignment or sublease was actually proposed by Tenant to Landlord, Landlord would elect to Recapture the Lease in accordance with this Section 13.2 (if Landlord notifies Tenant that Landlord would so elect to Recapture the Lease, then Tenant shall within ten (10) days thereafter notify Landlord in writing as to whether Tenant would deliver a "Nullification Notice," as defined below); provided, that, notwithstanding anything to the contrary contained herein, Landlord's election contained in such notification shall not be binding on Landlord with respect to any assignment or subletting for which Landlord did not have timely, complete and accurate information, or regarding which Landlord learns of any new or different material facts that would be relevant to Landlord's election under this Section 13.2. Whether or not a Recapture Inquiry is performed in accordance with the foregoing, if Tenant proposes any assignment or subletting that would result at any time in fifty percent (50%) or more of the Premises being assigned and/or subleased, then subject to the terms of this Section 13.2, so long as Landlord has not notified Tenant within the immediately preceding sixty (60) days as part of a Recapture Inquiry that Landlord would not Recapture the Lease with respect to the proposed assignment or subletting at hand, Landlord shall also have the right, by notice to Tenant (a "Recapture Notice") within fifteen (15) days after Landlord's actual receipt of Tenant's written notification of such proposal and all information reasonably requested by Landlord relating to the proposed assignment or subletting, to terminate this Lease as to all of the Premises and to require that all of the Premises be surrendered to Landlord for the balance of the Term (collectively, "Recapture the Lease"); provided, that, notwithstanding the foregoing, unless Landlord has notified Tenant within the immediately preceding sixty (60) days as part of a Recapture Inquiry that Landlord would Recapture the Lease with respect to the proposed

assignment or subletting at hand, or Tenant has notified Landlord as part of a Recapture Inquiry that Tenant would not deliver a Nullification Notice with respect to the proposed assignment or subletting at hand, Tenant shall have the right to nullify the election by Landlord to Recapture the Lease by delivering written notice (the "Nullification Notice") therefor to Landlord within ten (10) days following Landlord's delivery of the Recapture Notice (Tenant's right to so nullify Landlord's election with respect to the proposed assignment or subletting at hand shall expire and be of no further force or effect if Tenant fails to so deliver the Nullification Notice within such ten (10) day period), in which event Landlord's election to Recapture the Lease and Tenant's proposed assignment or subletting shall be nullified and of no further force or effect; and provided, further, that (a) if Landlord consents to the proposed assignment or subletting, Tenant shall complete such assignment or sublease within one hundred twenty (120) days after the end of such fifteen (15) day period, and (b) nothing contained in this Section 13.2 shall be deemed to waive any of Landlord's rights to approve or disapprove a Transfer as provided in Section 13.1 of this Lease.

#### **14. EMINENT DOMAIN**

If any portion of the Premises is taken from Tenant under eminent domain proceedings, Tenant shall have no right, title or interest in any award made for such taking, except for any separate award for fixtures and improvements installed by Tenant and which have not become the property of Landlord, Tenant's moving expenses and other claims which, in any event, would not have the effect of diminishing Landlord's recovery. If twenty percent (20%) or more of the Premises or Building shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument, and further provided Landlord also terminates the leases of all similarly situated tenants (and not as a subterfuge to void its obligations under this Lease). During the period that the Premises or any portion thereof is rendered untenable by any such taking or grant in lieu of taking, Periodic Rent shall be reduced by the ratio that the rentable square footage of the Premises thereby rendered untenable bears to the total rentable square footage of the Premises, provided that (i) Tenant does not occupy or use such untenable portion of the Premises during such rent abatement period, and (ii) Tenant shall, as soon as reasonably practicable after the event purportedly giving rise to rent abatement, give written notice to Landlord of Tenant's claim for rent abatement and the basis therefor, including the date when Tenant vacated the Premises or portion thereof as a result of such taking or grant in lieu of taking, as applicable. If a Material Portion (as defined below) of the Premises is condemned or transferred to a public or quasi-public body in lieu of proceeding to a judgment of condemnation (provided, such condemnation or transfer would be effective for greater than one hundred eighty (180) days) such that Tenant's normal business operations in the Premises is materially adversely affected and if Tenant cannot within one hundred eighty (180) days be relocated within the Building as to the portion of the Premises so condemned or affected to Tenant's reasonable satisfaction, then Tenant shall have the right to terminate this Lease with respect to the portion of the Premises so condemned or affected by providing written notice to Landlord within thirty (30) days after it is determined that Tenant cannot be relocated in accordance herewith. In such event, this Lease shall be terminated as of

the date set forth in such written notice and the parties shall be released of all obligations hereunder accruing on or after the later of (a) the date set forth in such written notice, or (b) the date Tenant actually vacates and surrenders the applicable portion of the Premises in accordance with the terms of this Lease. A "Material Portion" shall be deemed to mean twenty percent (20%) or more of the Premises, or such lesser portion of the Premises than twenty percent (20%) to the extent such lesser portion is reasonably necessary for the normal conduct of Tenant's business. To the maximum extent permitted by Applicable Law, Tenant hereby expressly waives any rights that Tenant may have to any greater award under Applicable Law, including, without limitation, Section 1265.130 of the California Code of Civil Procedure.

## **15. WAIVER AND SEVERABILITY**

**15.1** The consent of either party in any instance to any variation of the terms of this Lease, or the receipt of Rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any Lease covenant or condition, nor shall any waiver occur to any provision of this Lease except in writing, executed by the applicable party or the applicable party's authorized agent. The waiver or relinquishment by Landlord or Tenant of any right or power contained in this Lease at any one time or times shall not be considered a waiver or relinquishment of any right or power at any other time or times. If Tenant tenders payment to Landlord of an amount which is less than the Rent then due to Landlord, at Landlord's option, Landlord may reject such tender, and such tender shall be void and of no effect, or Landlord may accept such tender, without prejudice to Landlord's right to demand the balance due. This Lease constitutes the entire agreement of the parties and supersedes any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof. No supplement, modification or amendment to this Lease shall be binding unless executed in writing by both parties.

**15.2** If any term or condition of this Lease or any application shall be invalid or unenforceable, then the remaining terms and conditions of this Lease shall not be affected.

## **16. USE OF COMMON AREAS**

As used in this Lease, "Common Areas" shall mean all areas designated from time-to-time by Landlord within the Project which are available for the common use of tenants of the Project and which are not leased or held for the exclusive use of Tenant or any other tenant. Common Areas include without limitation parking areas and garages, driveways, sidewalks, loading areas, lobbies, stairways, elevators, access road, corridors, landscaped and planted areas. Subject to Section 17.4 below and Landlord's Indemnification Obligation, use of the Common Areas may be restricted by Landlord from time to time for purposes of repairs or renovations, provided, that Landlord shall use commercially reasonable efforts to minimize any disruption to Tenant's access to or beneficial use of the Premises. Nothing contained in this paragraph shall be deemed to permit Landlord to include in Operating Costs any costs that are expressly excluded under Section 5.4 above. Tenant shall have the non-exclusive right to use the Common Areas in accordance with, and subject to, the terms of this Lease.

## **17. SERVICES**

**17.1** Landlord shall furnish to the Premises throughout the Term at a level consistent with Comparable Buildings (provided, that the Building-standard level of such services being provided as of the Lease Date shall be deemed sufficient for all purposes under this Lease, it being the specific intent of the parties that Landlord not have to modify its existing Building-standard management practices to satisfy the requirements of this sentence), except for Building Holidays, (i) electricity sufficient to provide a minimum of five (5) watts per rentable square foot of the Premises at all times (subject to Force Majeure), along with heating and air conditioning appropriate for Tenant's use during the hours specified in Section 1.14, (ii) reasonable janitorial service (which, at Landlord's election, may be during daylight hours, provided that in connection therewith Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business operations) no less than five (5) days a week, unless any such day would fall on a weekend or a Building Holiday (in which event such service need not be provided during such day), (iii) regular trash removal from the Premises (which, at Landlord's election, may be during daylight hours, provided that in connection therewith Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business operations), (iv) hot and cold water from points of supply, (v) restrooms as required by applicable code, and (vi) unless the Premises is on a ground floor, elevator service; provided, that Landlord shall have the right to remove such elevators from service as may be reasonably required for moving freight or for servicing or maintaining the elevators or the Building. (Notwithstanding the preceding, water, restrooms, electricity and, unless the Premises is on a ground floor, elevator service shall be available at all times, with adjustments as deemed reasonably appropriate by Landlord.) The cost of all services provided by Landlord shall, unless expressly excluded under Section 5.4 above, be included within Operating Costs, unless charged directly (and not as a part of Operating Costs) to Tenant or another tenant of the Building; provided, that nothing contained in this sentence shall be interpreted to allow Landlord to obtain double recovery for the same amount or be interpreted to require Tenant to pay twice for the same amount. Landlord agrees to furnish landscaping and grounds maintenance for the areas used in common by the tenants of the Building. Services shall be furnished by Landlord and reimbursed by Tenant as part of Operating Costs; however, subject to Section 17.4 below, Landlord shall be under no responsibility or liability for failure or interruption in such services caused by breakage, accident, strikes, repairs or for any other causes beyond the control of Landlord, nor in any event for any indirect or consequential damages; and failure or omission on the part of Landlord to furnish service shall not be construed as an eviction of Tenant, nor, subject to Section 17.4 below regarding Abatement Events (as defined below), work an abatement of Rent, nor render Landlord liable in damages, nor release Tenant from prompt fulfillment of any of the covenants under this Lease. Notwithstanding anything to the contrary contained in this paragraph, if Landlord is required by Applicable Law to perform any maintenance or repair on any items that are Landlord's obligation to provide under Sections 17.1(i), (iv), (v) or (vi) above and such performance would occur on a Saturday and have a material adverse effect on Tenant's operation of its business at the Premises, Landlord shall use commercially reasonable efforts to attempt to perform any such maintenance or repair on a Sunday instead of such Saturday, provided that the same does not result in any additional cost or expense to Landlord (unless Tenant pays such additional cost or expense).

**17.2** If Tenant requires or requests that the services to be furnished by Landlord (except Building standard electricity and elevator service) be provided during periods in addition to the periods set forth in Section 1.14, then Tenant shall obtain Landlord's consent (not to be unreasonably withheld, conditioned or delayed) and, if consent is granted in accordance with the foregoing, shall pay within thirty (30) days following demand the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply or meter such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption; provided, that, as a right personal only to Named Tenant or any Permitted Transferee that shall in no other event be transferrable, if requested by Tenant to Landlord at least six (6) hours in advance, Landlord shall, subject to Force Majeure and the terms of Section 17.1 above regarding Landlord's provision of such service, furnish to the Premises heating and air conditioning appropriate for Tenant's use for up to a total maximum amount of twenty (20) hours per calendar month (equitably pro-rated for any partial calendar month) at fifty percent (50%) of the actual cost thereof to Landlord, which fifty percent (50%) shall be paid by Tenant to Landlord within thirty (30) days following demand therefor (collectively, "Tenant's Special HVAC Right"). For the avoidance of doubt, the parties specifically agree that any of the foregoing twenty (20) hours not used in a particular month pursuant to Tenant's Special HVAC Right shall be deemed lost and forfeited, and shall not be applicable in any other calendar month. In any event, Landlord shall determine such actual cost on a Building-standard basis without discriminating against Tenant. The parties acknowledge that as of the Lease Date, such actual cost (which actual cost is subject to change from time to time in accordance with the foregoing) to Landlord for such heating and air conditioning is \$45.00 per hour for each floor to which heating and air conditioning is furnished (whether heating and air conditioning is provided for an entire floor or a portion of such floor). Landlord may, from time to time during the Term, set a uniform (for the Building and without discriminating against Tenant) and commercially reasonable per hour charge for any after-hours service (specifically excluding any after-hours service that is provided pursuant to Tenant's Special HVAC Right), provided, that Landlord's Building-standard charges as in effect as of the Lease Date shall be deemed commercially reasonable for such purposes, it being the specific intent of the parties that Landlord not have to modify its existing Building-standard charges to satisfy the requirements of this sentence. The parties acknowledge that the current rate, which rate is subject to change from time to time, charged by Landlord for after-hours HVAC (specifically excluding any after-hours HVAC that is provided pursuant to Tenant's Special HVAC Right) is \$60.00 per hour for each floor to which heating and air conditioning is furnished (whether heating and air conditioning is provided for an entire floor or a portion of such floor).

**17.3** All telephone, electricity, gas, heat, air conditioning, ventilation and other utilities and services furnished to the Premises shall be paid for directly by Tenant, except to the extent the cost is included within Operating Costs in accordance with, and subject to, the terms of this Lease. Landlord reserves the right to separately meter or monitor the utilities or services provided to the Premises. The cost of any meter shall be borne by Tenant if, in Landlord's reasonable judgment, Tenant is using a disproportionate share of one or more utilities or services.

**17.4** Notwithstanding anything to the contrary contained in this Lease, if, through no fault of Tenant, the Premises are rendered unusable for the normal conduct of



Tenant's business as a result of the failure to provide, during the hours specified in Section 1.14 above to the extent required under Section 17.1 above, (a) electricity, heating and/or air conditioning appropriate for Tenant's use, (b) hot and cold water from points of supply, (c) restrooms as required by applicable code, or (d) elevator service (so long as at least one (1) elevator to the floor of the Premises is operational, Landlord shall be deemed to be providing elevator service) (each, an "Abatement Event"), and the means to remedy such failure are within Landlord's reasonable control, then Tenant shall deliver to Landlord notice of such Abatement Event ("Tenant's Abatement Notice"), and if such Abatement Event continues for five (5) consecutive days after Landlord's receipt of Tenant's Abatement Notice (the "Eligibility Period"), then, without limitation as to any right of Landlord under any insurance policy, the Periodic Rent shall be abated in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises, after the expiration of the Eligibility Period until such time as the Abatement Event is reasonably remedied or Tenant is no longer prevented from using such portion of the Premises for the normal conduct of Tenant's business.

#### **18. ENTRY OF LANDLORD**

Landlord reserves the right to enter upon the Premises (in the event of a non-emergency entry by Landlord, then upon reasonable prior notice and accompanied by an employee of Tenant if Tenant makes such an employee available without unreasonably delaying Landlord's entry and subject to Tenant's reasonable security requirements, including, without limitation, any such security requirements applicable to any computer area, that are told to Landlord in advance and are necessary for Tenant to secure its valuable property or confidential information) at all reasonable times and reserves the right, during the last twelve (12) months of the Term (unless Tenant has exercised the Option in accordance with the terms of this Lease), to, upon reasonable prior notice and accompanied by an employee of Tenant if Tenant makes such an employee available without unreasonably delaying Landlord's entry, show the Premises at reasonable times to prospective tenants and to affix for lease/rent signs to the Building at Landlord's reasonable discretion. Landlord may, with reasonable prior notice to Tenant (except in the event of an emergency, in which event no such notice shall be required, and accompanied by an employee of Tenant if Tenant makes such an employee available without unreasonably delaying Landlord's entry and subject to Tenant's reasonable security requirements, including, without limitation, any such security requirements applicable to any computer area, that are told to Landlord in advance and are necessary for Tenant to secure its valuable property or confidential information), enter the Premises at any time for purposes of repair or maintenance of the Premises or any portion of the Project, or for the health, safety or protection of any person or property if reasonably determined to be necessary in the good faith business judgment of Landlord using sound property management practices in any event. Subject to Section 17.4 above and Landlord's Indemnification Obligation, Landlord shall, in connection with any such entrance into the Premises, exercise commercially reasonable efforts to minimize disruption to Tenant's use and enjoyment of the Premises. If reasonably deemed appropriate by Landlord for the health, safety or protection of person or property (e.g., as a result of a bomb, terror or other potentially grave and imminent threat), Tenant shall, upon reasonable notice from Landlord, reasonably and temporarily (but in accordance with Applicable Law in all events) vacate the Premises as Landlord reasonably directs.

**19. RELOCATION OF PREMISES**

Intentionally Deleted.

**20. SUBORDINATION AND ATTORNMENT**

Subject to the terms of this Section, this Lease is subject and subordinate to all ground or underlying leases and to any mortgage(s)/deed(s) of trust that may now or hereafter affect those leases or the land and to all renewals, modifications, consolidations, replacements and extensions thereof. Subject to the terms of this Section, this subordination shall be self-operative; provided, that, subject to the terms of this Section, Tenant shall execute promptly any commercially reasonable instrument reasonably acceptable to Tenant that Landlord or any mortgagee/deed of trust beneficiary may request confirming subordination. Before any foreclosure sale under a mortgage/deed of trust, the mortgagee/deed of trust beneficiary shall have the right to subordinate the mortgage/deed of trust to this Lease. In the event of a foreclosure, so long as no Event of Default then exists and subject to any subordination, non-disturbance and attornment agreement entered into between Tenant and the applicable lender, this Lease shall continue in full force and effect, Tenant's possession of the Premises under this Lease shall not be disturbed, and Tenant shall attorn to and recognize as its landlord the purchaser of Landlord's interest under this Lease. If the Project is then subject to the recorded interest of any lender pursuant to any mortgage or deed of trust, Landlord agrees to, upon the written request of Tenant, exercise commercially reasonable efforts to attempt to obtain for the benefit of Tenant a commercially reasonable (including, without limitation, with respect to providing that the mortgagee shall not disturb Tenant's rights under this Lease so long as Tenant is not in default under this Lease beyond all applicable notice and cure periods) subordination, non-disturbance and attornment agreement from the lender holding such interest, and Tenant shall otherwise reasonably cooperate in connection with such subordination. Landlord hereby represents and warrants to Tenant that, as of the Lease Date, the total amount of secured debt to which the Building is subject does not exceed \$80,000,000.00.

**21. ESTOPPEL CERTIFICATES**

Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent is paid in advance, if any, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured Landlord defaults, or specifying such defaults if any are claimed, and (iii) including any other factual information, certification or acknowledgement as may be reasonably requested by Landlord. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Premises. In addition, Landlord shall at any time upon not less than fifteen (15) business days prior written notice from Tenant execute, acknowledge and deliver to Tenant a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent is paid in advance, if any, (b) acknowledging that there are not, to Landlord's actual knowledge without duty of investigation or inquiry, any uncured Tenant defaults, or specifying

such defaults if any are claimed, and (c) including any other factual information, certification or acknowledgement as may be reasonably requested by Tenant in connection with this Lease. Tenant agrees to promptly deliver to any lender or purchaser designated by Landlord, but on no more than one (1) occasion in any twelve (12) month period (unless in connection with any bona fide financing, refinancing or sale of any portion of the Project), such financial statements or other information concerning Tenant or, at Tenant's election, as a right personal only to Named Tenant or any Permitted Transferee that shall in no event be transferrable by Tenant, Guarantor, in any such case, as may be reasonably required by that lender or purchaser, including, without limitation, the past three (3) years' financial statements. In such event, Tenant shall also reasonably cooperate with any other customary and reasonable requests for financial information concerning Tenant and/or Guarantor by Landlord; provided, that if Named Tenant or any Permitted Transferee exercises its right in the immediately preceding sentence to provide only Guarantor's information, then Named Tenant or any such Permitted Transferee shall not be required to provide any written financial information under this sentence and Tenant's obligation to reasonably cooperate under this sentence shall be deemed satisfied if Tenant provides such reasonable cooperation orally (including, without limitation, by telephone) instead of in writing (the terms of this sentence shall collectively be known as the "Reasonable Cooperation Covenant"). Notwithstanding anything to the contrary contained in this Section 21, (A) Tenant shall not be required to separately deliver any financial statement of Tenant or Guarantor, as applicable, under this Section 21 if Tenant or Guarantor, as applicable, is a publicly traded corporation at the time Tenant would otherwise be required to separately deliver such financial statement under this Section 21 and such financial statement is publicly available to Landlord (in such event, Landlord shall be responsible for accessing such financial statement), and (B) Landlord and any such lender or purchaser under this Section 21 agree to execute any commercially reasonable confidentiality agreement requested by Tenant stating that any financial information under this Section 21 shall be used only for the specified purposes. Notwithstanding anything to the contrary contained in this Lease, the parties specifically acknowledge and agree that, as a right personal only to Named Tenant or any Permitted Transferee that shall in no other event be transferrable, with respect to any provision of this Lease which obligates Tenant to provide financial information (including, without limitation, a Financial Statement) concerning Tenant (including, without limitation, this Section 21, Section 3.2 above and Section 53 below), Tenant may, subject in any event to the Reasonable Cooperation Covenant, satisfy such obligation by instead providing the applicable financial information concerning Guarantor.

## **22. BUILDING RULES AND REGULATIONS**

Tenant agrees to abide by all reasonable rules and regulations of the Building imposed by Landlord to the extent the same are not materially inconsistent with the terms of this Lease (Tenant hereby acknowledges and agrees that the rules and regulations attached hereto as Exhibit D are reasonable and non-discriminatory for such purposes and not so inconsistent). These rules and regulations, presented as Exhibit D attached hereto, are imposed for the cleanliness, good appearance, proper maintenance, good order and reasonable use of the Premises and the Building, and as may be reasonably necessary for the proper enjoyment of the Building by all tenants and their clients, customers and employees. The rules and regulations may be reasonably changed from time to time by Landlord on reasonable notice to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any rules and regulations by or otherwise with respect to the acts or omissions of any other tenant or occupants of the Project, provided, that, to

the extent Landlord enforces such rules and regulations, such enforcement shall be in a non-discriminatory manner.

### **23. NOTICES**

All notices or other communications between the parties shall be in writing and shall be deemed duly given upon receipt or rejection thereof if (a) by nationally recognized overnight mail carrier such as FedEx, or (b) by personal delivery, in any such case addressed and sent to the parties at their addresses set forth in Sections 1.15 and 1.16. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including, without limitation, any notices required under Section 1161 of the California Code of Civil Procedure. When a statute requires service of a notice in a particular manner, service of that notice (or the replacement notice required by this Lease) as provided in this Article shall replace and satisfy, to the maximum extent permitted by Applicable Law, the statutory service procedures, including, without limitation, those set forth in Section 1162 of the California Code of Civil Procedure.

### **24. EVENTS OF DEFAULT**

Each of the following shall constitute an "Event of Default": (i) Tenant fails to pay Rent when due, where such failure shall continue for a period of five (5) days after notice thereof from Landlord to Tenant (if Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this Section 24(i)), (ii) Tenant fails to observe or perform any other Lease term, condition, obligation or covenant binding upon, or required of Tenant, within thirty (30) days after written notice from Landlord, provided, however, if the default cannot be cured within such thirty (30) day period, the cure period shall continue so long as Tenant commences such cure as soon as reasonably possible within such initial thirty (30) day period and diligently, continuously and reasonably prosecutes such cure to completion, (iii) Tenant or Guarantor makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises or all or substantially all of Tenant's or Guarantor's assets is appointed, (iv) Tenant or Guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant or Guarantor, and is not discharged by Tenant or Guarantor within sixty (60) days, (v) Guarantor repudiates or breaches the Guaranty, or (vi) there is a Transfer (as defined in Article 13) of the Premises or this Lease by Tenant, without the prior written consent of Landlord as required by Article 13, or Tenant fails to deliver any of the statements or other information required under Section 21 above within the time periods provided therefor.

### **25. LANDLORD'S REMEDIES/LANDLORD'S DEFAULT/TENANT'S SELF-HELP**

**25.1** Upon the occurrence and during the continuance of an Event of Default, Landlord, at its option, without further notice or demand to Tenant, shall have in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one

or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

**25.1.1** Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord (Tenant hereby waives, relinquishes and releases for itself and for all those claiming under Tenant any right of occupancy of the Premises following termination of this Lease, and any right to redeem or reinstate this Lease by order or judgment of any court or by any legal process or writ under Applicable Laws, including, without limitation, California Code of Civil Procedure Sections 473 and 1179, and California Civil Code Section 3275), and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant the following:

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

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

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

d. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, attorneys' fees, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; plus

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

The term "rent" as used in this Section 25.1.1 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others, including, without limitation, late charges and interest. As used in Sections 25.1.1(a) and (b) above, the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Section 25.3 below, but in no case greater than the maximum amount of such interest permitted by Applicable Law. As used in Section 25.1.1(c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

**25.1.2** Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment

and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease due to any Event of Default, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including, without limitation, the right to recover all Rent as it becomes due.

**25.2** If Landlord elects to terminate this Lease on account of any default beyond all applicable notice and cure periods by Tenant, as set forth in this Article 25, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or other arrangements; provided, that, if there is any default under any such sublease, license, concession or other arrangement, or under any consent agreement entered into with Landlord with respect thereto, such that, in any such case, an Event of Default is triggered under this Lease, Landlord shall also have the right to terminate the applicable arrangement even if Landlord does not terminate this Lease. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or other arrangements in accordance with the foregoing, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

**25.3** Beginning with the second time in any single calendar year that Tenant fails to pay any Rent within five (5) days after the Rent becomes due and payable (unless Tenant has so failed on more than three (3) occasions in the aggregate, in which event "second" as it appears previously in this sentence shall be deemed replaced with "first"), if Tenant fails to pay any Rent within five (5) days after the Rent becomes due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of overdue Rent. In addition, any late Rent payment shall bear interest from the date that Rent became due and payable to the date of payment by Tenant at the interest rate of ten percent (10%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by Applicable Law. Late charges and interest shall be due and payable within five (5) days after written demand therefor from Landlord.

**25.4** Notwithstanding anything to the contrary contained in this Lease, Landlord does not and shall not have, and hereby expressly waives, any security interest or lien, including, without limitation, any "Landlord's lien" or any statutory lien in or upon the personal property of Tenant located in the Premises. Landlord shall from time to time, at Tenant's sole cost and expense (including, without limitation, with respect to any reasonable attorneys' fees incurred by Landlord), execute such documents (on Landlord's standard form, if required by Landlord) as Tenant may reasonably request to memorialize Landlord's waiver of security interest or lien as provided in the immediately preceding sentence.

**25.5** **Landlord's Default; Tenant's Self-Help.** Subject to the terms of this Lease, Landlord shall not be in default under this Lease unless and until (a) Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice therefor from Tenant, or (b) if any such covenant, condition or agreement cannot be so performed within such thirty (30) day period, Landlord fails to

commence such performance within such thirty (30) day period or to diligently prosecute the same to completion. Tenant shall promptly notify Landlord in writing of the need for any repairs of the Premises that are Landlord's obligation under this Lease. If, following written notice to Landlord thereof by Tenant, Landlord fails to commence within thirty (30) days any such repair of the Premises required of it under this Lease, or if the condition requiring a Landlord repair constitutes an emergency or hazardous condition (an "Emergency") the cure of which should reasonably be commenced earlier than such thirty (30) day period and does not permit time for a second written notice to Landlord, Tenant shall (i) in the case of the former, deliver a second written notice to Landlord requesting such repair, and Landlord shall have an additional ten (10) days following its receipt of such second written notice to commence such repair work (and to thereafter prosecute it diligently to completion as soon as reasonably possible), and (ii) in the case of the latter, provide such notice to Landlord as is reasonable under the circumstances, with written notice from Tenant of such condition to follow in any event. If, despite such notices, Landlord still fails to address any such repair in accordance with the foregoing within the time periods required herein (which, with respect to an Emergency, shall be deemed to be such time period as is reasonably necessary to repair such Emergency condition), and such failure materially adversely affects Tenant's business operations, Tenant may make such repair to the extent the same would not affect the Building structure or systems and is performed in accordance with the terms of this Lease, and, except to the extent the costs of such repair are payable by Tenant under Sections 5 or 10 above, charge Landlord with the reasonable costs thereof.

**26. RIGHT OF LANDLORD TO CURE TENANT'S DEFAULT**

If an Event of Default occurs, then Landlord may (but shall not be obligated to) make such payment or do such act to cure the Event of Default, and charge the expense, together with interest, at the interest rate set forth in Section 25.3, to Tenant. Payment for the cure shall be due and payable by Tenant upon demand; however, the making of any payment or the taking of such action by Landlord shall not be deemed to cure the Event of Default or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

**27. COMPLIANCE WITH APPLICABLE LAW**

Subject to Section 5.4(xi)(B) of this Lease and the express terms of this Lease regarding Landlord's maintenance and repair obligations, Landlord's Delivery Obligation, Landlord's Special Representation, Landlord's CC&R Representation, Landlord's Compliance Obligation and Landlord's Latent Defects Obligation, Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any Applicable Law. At its sole cost and expense (subject to the proviso that immediately follows in this sentence), Tenant shall promptly comply with all Applicable Law in connection with this Lease; provided, that Tenant shall not be required to make changes to the Building structure or systems or Common Areas unless required because of Tenant's specific use (as opposed to normal and customary office use) or improvement that is not a normal and customary office improvement, and subject to Tenant's right to, in accordance with the terms of this Lease, cease the specific use or remove the improvement in question so Applicable Law is no longer violated. Should any standard or regulation now or hereafter be imposed on Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety

standards for employers, employees or tenants, then Tenant agrees, at its sole cost and expense (subject to the proviso that immediately follows in this sentence), to comply promptly with such standards or regulations to the extent required for the Premises or otherwise in connection with this Lease; provided, that Tenant shall not be required to make changes to the Building structure or systems or Common Areas unless required because of Tenant's specific use (as opposed to normal and customary office use) or improvement that is not a normal and customary office improvement, and subject to Tenant's right to, in accordance with the terms of this Lease, cease the specific use or remove the improvement in question so Applicable Law is no longer violated. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant. Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, the parties specifically agree that if Landlord receives notice from a governmental entity that a portion of the Project that does not consist of the Premises (specifically excluding the restrooms located in the Premises) is in violation of Applicable Law and such violation was caused by any Tenant Improvements or Alterations that are normal and customary office improvements, Landlord shall, within a reasonable period of time, cause any such non-compliance to be remedied in accordance with, and subject to, the terms of this Lease without cost or expense to Tenant.

**28. BENEFIT**

Subject to the provisions of Article 13 hereof, the rights, duties and liabilities created hereunder shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

**29. PROHIBITION AGAINST RECORDING**

Except as provided in this Lease, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under, or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord's election.

**30. TRANSFER OF LANDLORD'S INTEREST**

Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project and Building and in this Lease (Tenant shall be provided with notice of any such transfer), and Tenant agrees that in the event of any such transfer and a transfer of the Security Deposit, Landlord shall automatically be released from all liability under this Lease for events occurring from and after the date of such transfer and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder from and after the date of transfer. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage/deed of trust lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder.



**31. FORCE MAJEURE**

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, "Force Majeure"), except with respect to any payment obligation of either party in connection with this Lease (including, without limitation, Tenant's obligation to pay any Rent in connection with this Lease), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay, or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

**32. LIMITATION OF LIABILITY**

It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any Applicable Law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Project (which shall include, without limitation, the Building, unencumbered insurance proceeds, condemnation proceeds, proceeds of sale and rents and other income from the Project), and neither Landlord, nor any of its constituent partners, shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. With the exception of Landlord's right to consequential damages as provided in Section 37 of this Lease, under no circumstances shall Landlord or Tenant be liable for consequential damages, including, without limitation, injury to either party's business or for any loss of income or profit therefrom; provided, that the foregoing shall not be deemed to limit Landlord's remedies with respect to any Rent payable to Landlord.

**33. LANDLORD'S EXCULPATION; CBRE GLOBAL AS SIGNATORY**

This Lease is being executed by CBRE Global Investors, LLC, a Delaware limited liability company ("CBRE Global"), as investment manager for California State Teachers' Retirement System, a public entity created pursuant to the laws of the State of California ("CALSTRS"), the sole member of Landlord, and Landlord represents and warrants to Tenant that CBRE Global is properly and duly authorized to so bind Landlord. No present or future officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent of Landlord or CALSTRS shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent under or in connection with this Lease or any other document or instrument heretofore or hereafter executed in connection with this Lease. Tenant hereby waives and releases any and all such personal liability and recourse; however, the preceding clause shall in no manner restrict Tenant's recourse against Landlord itself pursuant to the terms and conditions of this Lease. The limitations of liability provided in this Article 33 are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by Applicable Law or in any other contract, agreement or instrument. Tenant further

acknowledges that CBRE Global has entered into this Lease as investment manager to CALSTRS, the sole member of Landlord, and Tenant agrees that all persons dealing with CBRE Global must look solely to Landlord for the enforcement of any Claims arising under this Lease (subject to the limitations upon Landlord's liability set forth above), as neither CBRE Global nor any of its affiliated entities (including, but not limited to, CBRE, Inc. and CBRE Services, Inc.) nor any of their respective officers, directors, agents, managers, trustees, employees, members, investment managers, partners or shareholders assume any personal, corporate, partnership, limited liability company, or other liability for any of the obligations entered into by CBRE Global as investment manager for CALSTRS, the sole member of Landlord.

#### **34. BUILDING RENOVATIONS**

Tenant hereby acknowledges that Landlord may during the Term renovate, improve, alter, maintain, repair or modify (collectively, the "Renovations") the Project and/or the Premises, which Renovations may include, without limitation, (i) installing sprinklers in the Common Areas and tenant spaces, (ii) modifying the Common Areas and tenant spaces to comply with Applicable Laws, including, without limitation, regulations relating to the physically disabled, and (iii) installing new carpeting, lighting, and wall coverings in the Common Areas. Subject to Section 17.4 above and Landlord's Indemnification Obligation, Tenant hereby agrees that such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Subject to Section 17.4 above and Landlord's Indemnification Obligation, Landlord shall have no responsibility, or for any reason be liable, to Tenant for any injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of tenant's personal property or improvements resulting from the Renovations, or for any inconvenience or annoyance occasioned by such Renovations. Without limitation as to the foregoing, Landlord shall, in connection with any Renovations, exercise commercially reasonable efforts to minimize interference with Tenant's use of or access to the Premises. Nothing contained in this paragraph shall be deemed to permit Landlord to include in Operating Costs any costs that are expressly excluded under Section 5.4 above.

#### **35. ATTORNEYS' FEES**

If either party commences litigation against the other for the specific performance of this Lease, for damages for breach hereof or otherwise for enforcement of any remedy or interpretation hereunder, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, as well as reasonable attorneys' fees and costs incurred in enforcing any judgment against the non-prevailing party.

#### **36. SURRENDER OF THE PREMISES**

Tenant shall peaceably surrender the Premises (including any Tenant Improvements that Tenant shall not be required to remove pursuant to the terms of this Lease and the Tenant Work Letter) to Landlord on the Expiration Date or earlier termination of this Lease, in broom-clean condition and in substantially as good condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises caused by the removal of any of

Tenant's personal property or trade fixtures from the Premises, except for reasonable wear and tear and loss by fire or other casualty not caused by Tenant or its agents, and subject to Section 7.4. Notwithstanding anything to the contrary contained herein, on or before the Expiration Date or any earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense and in compliance with the National Electric Code and other Applicable Laws, either, at Tenant's election, (a) remove all electronic, fiber, computer, phone, data and other cabling and wiring and related equipment that has been installed in or around the Premises in connection with this Lease (collectively, the "Cabling"), or (b) leave all or any portion of such Cabling in place, in which event such Cabling or portion thereof shall be labeled by Tenant in accordance with the National Electric Code and other Applicable Law and surrendered with the Premises upon expiration or earlier termination of this Lease (the parties specifically agree that, if Tenant elects to leave such Cabling in place pursuant to this Section 36(b), Tenant shall not be required to remove any portion of such Cabling, even if such removal is required by Applicable Law, it being the specific intent of the parties that Landlord instead be responsible for causing any such removal). Subject to Section 7.4, any of Tenant's personal property left on or in the Premises, the Building or the Common Areas after the Expiration Date or earlier termination of this Lease shall, to the maximum extent permitted by Applicable Law, be deemed to be abandoned without any further notice whatsoever to Tenant by Landlord, and, at Landlord's option, Landlord may dispose of said property in any manner it deems appropriate (including, without limitation, pursuant to Section 1980 et seq. of the California Civil Code), without compensation to Tenant, and title to said property shall pass to Landlord under this Lease. Landlord reserves the right to charge Tenant for the removal, storage and disposition of any of Tenant's personal property left within any portion of the Project.

### 37. HOLDING OVER

If Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, Tenant shall be deemed to be a month to month tenant upon all of the terms and conditions of this Lease; provided, that the monthly Base Rent shall, for the first (1<sup>st</sup>) month of any such holdover, be 125% and, thereafter, 150% of, in either such case, the monthly Base Rent in effect during the last month of the Term (or that would be in effect irrespective of any credits, abatements, offsets or other reductions). The provisions of this Article 37 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or under Applicable Law, unless otherwise expressly agreed by Landlord in writing in Landlord's sole and absolute discretion. If Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises by any legal process in force in the state in which the Project is located, and, if Tenant holds over after Landlord delivers at least ninety (90) days prior written notice to Tenant stating that Landlord does not consent to any such holding over, and further stating, in bold, all-capital letters, that Landlord believes it has a replacement tenant for the Premises, and that if Tenant holds over at any time after the date that is ninety (90) days after the date of such notice, Tenant shall be liable for any applicable consequential damages, Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with Tenant's holding over, including, without limiting the generality of the foregoing, the cost of unlawful detainer proceedings instituted by Landlord against Tenant, increased construction costs to Landlord as a result of Landlord's inability to timely commence

construction of tenant improvements for a new tenant for the Premises, lost profits and any other damages to the extent caused by Landlord's inability to timely deliver the Premises to such new tenant, and any Claim against Landlord made by any succeeding tenant or prospective tenant.

**38. JOINT AND SEVERAL LIABILITY OF TENANT**

Intentionally Deleted.

**39. GOVERNING LAW**

This Lease shall be construed and enforced in accordance with the laws of the state in which the Project is located.

**40. SUBMISSION OF LEASE**

Submission of this instrument for examination or execution by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

**41. BROKERS**

Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 1.12 (the "Brokers"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to protect, defend, indemnify and hold the other harmless from and against any and all Claims in any way arising or resulting from or in connection with any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers. Any commission due to the Brokers in connection with this Lease shall be payable by Landlord pursuant to the terms of a separate agreement. The terms of this Article 41 shall survive the expiration or earlier termination of the Term.

**42. HAZARDOUS MATERIALS**

**42.1** As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes," "infectious wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any Applicable Laws (for such purposes, "Environmental Laws"), including, without limitation, petroleum based products, printing inks, acids, pesticides, asbestos, PCBs and similar compounds, and including any different products and materials that are subsequently found to have adverse effects on the environment or the health and safety of persons.

**42.2** Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises or, to the extent arising out of or related to the use or occupancy of the Premises, the Project,

except for customary and ordinary office and cleaning products, such as toner cartridges and cleaning solutions, used by tenants generally in Comparable Buildings (which Tenant shall cause to be used in compliance with Applicable Law in any such event). Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all Claims (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom or in connection therewith, punitive damages, consultants' and experts' fees and amounts paid in settlement and civil, administrative and criminal penalties, injunctive or other relief) in any way arising or resulting from or in connection with a breach of the terms of the immediately preceding sentence. Upon expiration or earlier termination of this Lease, Tenant shall cause any Hazardous Materials arising out of or related to the use or occupancy of the Premises and not caused by Landlord, Landlord's agents, employees or contractors to be removed from the Premises and the Project and properly transported for use, storage or disposal in accordance with all Applicable Laws. The indemnification obligations contained in this Section 42.2 shall survive the expiration or earlier termination of this Lease.

**42.3** Landlord shall not generate, store, dispose or otherwise handle in or about the Premises any Hazardous Material other than quantities reasonably necessary to operate and maintain the Project, and in all such events in compliance with Applicable Law (including, without limitation, Environmental Law). Landlord shall protect, defend, indemnify and hold Tenant harmless from and against any and all Claims (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom or in connection therewith, punitive damages, consultants' and experts' fees and amounts paid in settlement and civil, administrative and criminal penalties, injunctive or other relief) in any way arising or resulting from or in connection with a breach of the terms of the immediately preceding sentence, or any breach of Landlord's Special Representation regarding Environmental Laws as provided in Section 6 above, except to the extent any such breach is caused or knowingly exacerbated by Tenant. The indemnification obligations contained in this Section 42.3 shall survive the expiration or earlier termination of this Lease. Landlord acknowledges and agrees that, except to the extent caused or knowingly exacerbated by Tenant, Tenant shall not be responsible for the remediation of any Hazardous Material contamination of the Premises that exists prior to the Lease Date.

#### **43. LANDLORD'S RESERVATIONS**

In addition to the other rights of Landlord under this Lease, Landlord reserves the right to change the street address and/or name of the Building with at least thirty (30) days prior written notice to Tenant without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Premises; provided, however, that Landlord shall not voluntarily elect to change the name or street address of the Building without reimbursing Tenant for the reasonable costs of re-printing the same quantity (up to a maximum of three (3) months) and quality of Tenant's business cards and other stationary then existing and rendered obsolete by such change. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent; nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to

Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease, at law or in equity. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent. Pursuant to the requirements of California Code of Civil Procedure Section 1161.1(c), Tenant is hereby placed on actual notice that Landlord's acceptance of Rent shall not constitute a waiver by Landlord of (a) any preceding breach by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted; or (b) any of Landlord's rights, including, without limitation, any rights Landlord may have to recover possession of the Premises or to sue for any remaining Rent owed by Tenant.

#### **44. PARKING**

Effective as of the Commencement Date, Tenant shall have the right to lease or surrender the Spaces upon Tenant's compliance with all reasonable parking rules and regulations issued from time to time by Landlord (provided, that, any such rules and regulations existing as of the Lease Date shall be deemed reasonable for such purposes) and upon payment of the prevailing parking rates as in effect from time to time (the "Prevailing Rates"; as of the Lease Date, \$155.00 per unreserved space per month, \$255.00 per reserved space per month and \$270.00 per executive valet space per month); provided, that, so long as Tenant is not in a Material Event of Default, the Prevailing Rates for the Spaces shall be abated and Tenant shall not be obligated to pay such Prevailing Rates for the Spaces (the "Limited Parking Abatement") during the first twelve (12) months of the initial Term (i.e. beginning on the Commencement Date and continuing for a period of twelve (12) months thereafter); and provided, further, that, so long as Tenant is not in a Material Event of Default, Tenant shall be entitled to a twenty percent (20%) discount on visitor parking validations if and to the extent any such validations are purchased by Tenant at the same time and in increments of at least \$1,000.00 (the "Visitor Parking Discount"). The Prevailing Rates shall not materially exceed market rates for comparable parking spaces in Comparable Buildings, provided that, the Prevailing Rates in effect as of the Lease Date shall be deemed reasonable and not materially in excess of such market rates for such purposes. If at any time during the Term, for a period of six (6) or more consecutive months, Tenant ceases to use or, subject to the Limited Parking Abatement, pay any amounts owed for one (1) or more of the Spaces, then Tenant shall have no further right to rent such unused Space(s) except as provided in the following sentence. Tenant shall have the right to lease from Landlord for Tenant's use, additional spaces at the Prevailing Rates, as and when made available to Tenant by Landlord. Tenant's parking rights and privileges are personal only to the Named Tenant or any Permitted Transferee, and, except with respect to any Permitted Transfer, may not be otherwise assigned, subleased or transferred or succeeded to unless pursuant to a Transfer that is consented to by Landlord in accordance with, and subject to, the terms of this Lease; provided, that, notwithstanding the foregoing, the Limited Parking Abatement and the Visitor Parking Discount shall in no event be transferrable by the Named Tenant.

#### **45. GUARANTY**

Landlord's execution of this Lease is conditioned upon its receipt of a guaranty of Tenant's obligations under this Lease (the "Guaranty") executed by the guarantor named in Section 1.13, such Guaranty to be in substantially the same form as that attached to this Lease

and incorporated herein as Exhibit E. The execution of such Guaranty is a material inducement to Landlord to enter into this Lease.

**46. CONFIDENTIALITY**

Landlord and Tenant acknowledge and agree that the terms of this Lease and any future amendments or other agreements in connection with this Lease are confidential and constitute proprietary information of both Landlord and Tenant. Disclosure of the terms could adversely affect the ability of both parties to negotiate other leases and impair the parties' relationship with other tenants and each other. Accordingly, each of Tenant and Landlord agrees that it, and its partners, agents, representatives, officers, directors, employees and attorneys, shall not disclose, either directly or indirectly, any of the terms or conditions of this Lease or any future amendments or other agreements in connection with this Lease, to any person or entity (including, without limitation, any existing or prospective tenant of Landlord); provided, however, that nothing contained herein shall be deemed to prohibit (a) either party from making any such disclosure (i) to personnel, counsel, brokers or other agents or consultants employed by such party, as reasonably necessary for such party's performance of its obligations under this Lease, (ii) for tax reporting purposes, or (iii) to the extent required under Applicable Laws (including, without limitation, in connection with any legal action between Landlord and Tenant), (b) Tenant from making any such disclosure, if for a legitimate business purpose, to (i) prospective subtenants or assignees under this Lease, (ii) any government auditors of Tenant's business operations, and (iii) customers and accountants of Tenant, or (c) Landlord from making any such disclosure (i) to any of Landlord's lenders, appraisers, brokers and attorneys, (ii) in connection with any sale, financing or refinancing of the Building, or (iii) in connection with any other legitimate business purpose of Landlord. The preceding provisions of this paragraph shall not apply to, or bar or limit any legal action between Tenant and Landlord to enforce this Lease.

**47. INTERPRETATION OF LEASE**

Landlord and Tenant have had the opportunity to review and revise this Lease. As such, this Lease shall be construed and interpreted as the joint work product of Landlord and Tenant and/or their attorneys. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in any interpretation of this Lease. This Lease and all of its terms shall be construed equally as to Landlord and Tenant. The headings to sections of this Lease are for convenient reference only and shall not be used in interpreting this Lease. As used in this Lease, a "Material Event of Default" shall mean any monetary default under this Lease by Tenant beyond all applicable notice and cure periods, and any other material default under this Lease by Tenant beyond all applicable notice and cure periods.

**48. ACKNOWLEDGMENT, REPRESENTATION AND WARRANTY REGARDING PROHIBITED TRANSACTIONS**

Tenant has been informed by Landlord that CALSTRS is a unit of the California State and Consumer Services Agency established pursuant to Title I, Division 1, Part 13 of the California Education Code, Sections 22000 et seq., as amended (the "Ed Code"), and that, as a result, Landlord is prohibited from engaging in certain transactions with a "school district or other employing agency" or a "member, retirant or beneficiary" (as those terms are defined in the

Ed Code). In addition, Tenant has been informed by Landlord that Landlord may be subject to certain restrictions and requirements under the Internal Revenue Code, 26 U.S.C. Section 1 et seq. (the "Code"). Accordingly, Tenant hereby advises Landlord that, to Tenant's actual knowledge without duty of investigation or inquiry, and subject to the last sentence of this Section, (a) Tenant is neither a school district or other employing agency nor a member, retirant or beneficiary within the meaning of the Ed Code; (b) Tenant has not knowingly made any contribution or contributions to CALSTRS or Landlord; (c) neither a school district or other employing agency, nor a member, retirant or beneficiary (as such terms are defined in the Ed Code), nor any person who has made any contribution to CALSTRS or Landlord, nor any combination thereof, is knowingly related to Tenant by any relationship described in Section 267(b) of the Code; (d) subject to any brokerage commissions and Rent payable in connection with this Lease, neither CBRE Global, its affiliates, related entities, agents, officers, directors or employees, nor any CALSTRS or Landlord trustee, agent, related entity, affiliate, employee or internal investment contractor (both groups collectively, "Landlord Affiliates") has received or will receive, directly or indirectly, any payment, consideration or other benefit from, nor does any Landlord Affiliate have any agreement or arrangement with, Tenant or any person or entity affiliated with Tenant relating to the transactions contemplated by this Lease; and (e) except for publicly traded shares of stock or other publicly traded ownership interests, no Landlord Affiliate has any direct or indirect ownership interest in Tenant or any person or entity affiliated with Tenant. Landlord acknowledges that (i) Tenant and/or such entities affiliated with Tenant may be publicly held companies, and one or more Landlord Affiliates may own shares in such companies, and (ii) such publicly held companies and their subsidiaries and affiliates (including, without limitation, Tenant) may employ former teachers who may have made contributions to Landlord. Landlord also acknowledges that Tenant may contract with CBRE Global entities for a number of services, including, but not limited to, management and brokerage services. In addition, and notwithstanding anything to the contrary contained in this Section, Tenant shall not be responsible for any violation by Landlord or its affiliates if the execution of this Lease by Landlord or its affiliates is found to have constituted a prohibited transaction pursuant to the foregoing terms of this Section, nor shall Tenant be liable for any damages incurred by Landlord or its affiliates as a result of such violation, unless Tenant willfully and knowingly made a false representation under this Section, and the damages incurred by Landlord or its affiliates are directly attributable to such false representation.

**49. WAIVER OF REDEMPTION AND JURY TRIAL**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TENANT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION CONFERRED BY STATUTE OR OTHERWISE, AND, WITH RESPECT TO ANY LITIGATION ARISING OUT OF THIS LEASE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY AND, IN CONNECTION WITH ANY UNLAWFUL DETAINER, EVICTION OR OTHER PROCEEDING BROUGHT BY LANDLORD TO RECOVER POSSESSION OF THE PREMISES FROM TENANT, THE RIGHT TO FILE IN SUCH ACTION ANY COUNTERCLAIMS OR CROSS-CLAIMS AGAINST THE OTHER (OTHER THAN COMPULSORY COUNTERCLAIMS OR CROSS-CLAIMS). The foregoing shall not, however, be construed as a waiver of Tenant's right to assert any claim in a separate action brought by Tenant against Landlord.



**50. SECURITY**

LANDLORD SHALL HAVE NO RESPONSIBILITY TO PREVENT, AND SHALL NOT BE LIABLE TO TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS, VISITORS OR INVITEES FOR LOSSES DUE TO THEFT OR BURGLARY, OR FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY DONE BY PERSONS GAINING ACCESS TO THE PREMISES OR THE BUILDING, AND TENANT HEREBY RELEASES LANDLORD FROM ALL LIABILITY FOR SUCH LOSSES, DAMAGES OR INJURY, EXCEPT TO THE EXTENT CAUSED BY LANDLORD'S NEGLIGENCE OR WILLFUL MISCONDUCT.

**51. LIMITATION ON WARRANTIES**

Landlord's duties and warranties are limited to those expressly stated in this Lease and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by Landlord other than those contained in this Lease. To the maximum extent permitted by Applicable Law, and except as otherwise expressly set forth in this Lease, Tenant hereby waives any and all warranties, express or implied, with respect to the Premises that may exist by operation of law or in equity, including, without limitation, any warranty of habitability or fitness for a particular purpose.

**52. REPRESENTATIONS AND WARRANTIES**

**52.1 By Tenant to Landlord:**

Tenant hereby makes the following representations and warranties, each of which is material and being relied upon by Landlord, is true in all respects as of the date of mutual execution of this Lease, and shall survive the expiration or earlier termination of this Lease:

**52.1.1** If Tenant is an entity, Tenant is (and shall continue to be for as long as this Lease is in effect) duly organized, validly existing and in good standing under the laws of the state of its organization, and is (and shall continue to be for as long as this Lease is in effect) qualified to do business in the state in which the Premises is located, and the persons executing this Lease on behalf of Tenant have the full right and authority to execute this Lease on behalf of Tenant and to bind Tenant without the consent or approval of any other person or entity that has not already been obtained. Tenant has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. This Lease is a legal, valid and binding obligation of Tenant, enforceable in accordance with its terms.

**52.1.2** Tenant has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (d) suffered the attachment or other judicial seizure of all or substantially all of its assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

**52.1.3** Tenant hereby represents and warrants to Landlord that, to Tenant's actual knowledge without duty of investigation or inquiry, Tenant is not: (a) in violation of any Anti-Terrorism Law; (b) conducting any business or engaging in any transaction

or dealing with any Prohibited Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (d) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including, without limitation, Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein, "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism". As used herein, "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. As used herein, "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may have been or may hereafter be amended.

## **52.2 By Landlord to Tenant:**

Landlord hereby makes the following representations and warranties, each of which is material and being relied upon by Tenant, is true in all respects as of the date of mutual execution of this Lease, and shall survive the expiration or earlier termination of this Lease:

**52.2.1** If Landlord is an entity, Landlord is (and shall continue to be for as long as this Lease is in effect) duly organized, validly existing and in good standing under the laws of the state of its organization, and is (and shall continue to be for as long as this Lease is in effect) qualified to do business in the state in which the Premises is located, and, subject to Section 33 above, the persons executing this Lease on behalf of Landlord have the full right and authority to execute this Lease on behalf of Landlord and to bind Landlord without the consent or approval of any other person or entity that has not already been obtained. Landlord has full power, capacity, authority and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. This Lease is a legal, valid and binding obligation of Landlord, enforceable in accordance with its terms.

**52.2.2** Landlord has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by any creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of its assets, (d) suffered the attachment or other judicial seizure of all or substantially all of its assets, (e) admitted in writing its inability to pay its debts as they come due, or (f) made an offer of settlement, extension or composition to its creditors generally.

**52.2.3** Landlord hereby represents and warrants to Tenant that, to Landlord's actual knowledge without duty of investigation or inquiry, Landlord is not: (a) in violation of any Anti-Terrorism Law; (b) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (d) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person.

**53. RIGHT OF FIRST OFFER**

**53.1 Offer Meeting.** Provided no Material Event of Default then exists, if Tenant in good faith desires to further expand the then-existing Premises by taking additional space in the Building (for such purposes, a "ROFO Space"), then, on no more than one (1) occasion during any calendar year, Tenant may notify Landlord in writing of such desire (a "ROFO Notice"), which written notice shall include a Financial Statement (if any such Financial Statement is required to be delivered by Tenant under the terms of this Lease). If Tenant duly delivers a ROFO Notice and any such Financial Statement (if any such Financial Statement is required to be delivered by Tenant under the terms of this Lease) to Landlord in accordance with the terms herein, Landlord and Tenant shall meet as soon as reasonably possible to discuss in good faith such desire of Tenant to potentially lease a ROFO Space (a "ROFO Meeting"). At any such ROFO Meeting, Landlord shall notify Tenant of any ROFO Space that Landlord in good faith expects to become available to lease (while leaving any contiguous space not leased by Tenant in a leasable, demisable and marketable condition, as determined by Landlord in its sole but good faith discretion) within the next twelve (12) months. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that examples of Landlord making a good faith determination that any particular space is not available as a ROFO Space specifically include, without limitation, the following: such particular space (a) is subject to an existing lease or other occupancy agreement, (b) is the subject of bona-fide, ongoing negotiations between Landlord and any third party or any then-existing offer from Landlord to any third party (i.e., as evidenced by an agreed-upon and then-applicable letter of intent or then-applicable lease negotiations), (c) is subject or can reasonably be interpreted to be subject to any rights of other parties in connection with any other agreements, including, without limitation, expansion, relocation and renewal rights, (d) might reasonably be expected by Landlord to be used to relocate an existing occupant of the Project, (e) might, if leased to Tenant, reasonably be expected to cause Landlord to lose or materially damage Landlord's relationship with an existing occupant of the Project, or otherwise materially and adversely impact Landlord's business operations, (f) might reasonably be expected by Landlord to be part of a larger offering of space, or (g) is not separately demised.

**53.2 Lease of ROFO Space.** If any ROFO Space is available for lease by Tenant in accordance with the foregoing and Tenant elects to lease such ROFO Space, then Tenant shall deliver written notice thereof to Landlord (a "ROFO Acceptance Notice") within five (5) business days following the ROFO Meeting, or Tenant's right to lease any ROFO Space

in connection with such ROFO Meeting shall expire and be of no force or effect (and Landlord may lease any such ROFO Space to any other person or entity in Landlord's sole and absolute discretion). If Tenant timely delivers such ROFO Acceptance Notice, then such delivery shall be binding, Landlord and Tenant shall enter into an amendment of this Lease for Tenant's lease of such ROFO Space in accordance with, and subject to, the terms herein, and Landlord and Tenant shall have fifteen (15) business days after such timely delivery by Tenant of such ROFO Acceptance Notice (such fifteen (15) business day period shall be known herein as the "ROFO Discussion Period") to attempt to negotiate the material economic terms/ROFO Fair Market Rental Value (as defined below) for Tenant's lease of the applicable ROFO Space. If Landlord and Tenant fail to agree upon such ROFO Fair Market Rental Value during such ROFO Discussion Period, the parties shall determine such ROFO Fair Market Rental Value in accordance with the terms of Section 53.3 below. At any time that Landlord and Tenant agree to the ROFO Fair Market Rental Value for such ROFO Space (whether under this paragraph or under Section 53.3 below), then Landlord and Tenant shall execute an amendment to this Lease, effective as of the date the ROFO Space is to be included as part of the Premises, on the terms agreed to by Landlord and Tenant and, to the extent not inconsistent with such terms, upon all of the terms and conditions of this Lease; provided, that, (a) the Special Terms shall not apply with respect to Tenant's lease of the Offer Space, (b) the terms of this Section 53 shall thereafter be void and of no further force or effect, (c) to the extent not inconsistent with the terms of the Offer Notice, Tenant's Proportionate Share shall be increased in accordance with the Proportionate Share Formula and the Security Deposit shall be increased to an amount equal to the Base Rent to be paid by Tenant for the last full month of the then-applicable Term for the entire Premises (as expanded hereby) (or that would be paid irrespective of any credits, abatements, offsets or other reductions), and (d) the commencement date for such ROFO Space, along with any scope of work to be performed in connection with the initial delivery of such ROFO Space to Tenant, shall, to the extent not part of the ROFO Fair Market Rental Value determination, be as determined by Landlord in its sole but good faith discretion.

**53.3 Determination of ROFO Fair Market Rental Value.** As used in this Lease, the "ROFO Fair Market Rental Value" shall mean the then-prevailing annual market rental value (which may include increases during the term applicable to the ROFO Space under this Section 53.3 and adjustments for then-prevailing market concessions for similarly situated tenants of similar credit entering into similar leases for a similar term, including, if applicable, tenant improvement allowances and free rent) for office space of comparable size, quality and location to the ROFO Space in Comparable Buildings. If Landlord and Tenant have not agreed upon the ROFO Fair Market Rental Value upon the expiration of the ROFO Discussion Period, then, within five (5) business days thereafter, each of Landlord and Tenant shall simultaneously submit to the other, in a sealed envelope, its good faith determination of the ROFO Fair Market Rental Value (a "ROFO Determination"). If the ROFO Determinations submitted by Landlord and Tenant are within five percent (5%) of each other, the ROFO Fair Market Rental Value shall be deemed to be the average of the two (2) submitted ROFO Determinations and no appraisal procedure shall be required. If, however, the ROFO Determinations are not within five percent (5%) of each other, then, within fifteen (15) business days thereafter, Landlord and Tenant shall jointly appoint an Arbitrator (as defined in Section 3.2.5 above), which Arbitrator shall, within twenty (20) days following the Arbitrator's appointment, determine and report in writing to Landlord and Tenant the ROFO Fair Market Rental Value by selecting either Landlord's or Tenant's determination of the ROFO Fair Market Rental Value, according to whichever of the

applicable determinations is closer to the ROFO Fair Market Rental Value, as determined by the Arbitrator. If Landlord and Tenant cannot agree on the Arbitrator in accordance with the foregoing, Landlord or Tenant may apply to the Presiding Judge (or the regional equivalent) in the Superior Court (or the regional equivalent) of the State in which the Premises is located for the County in which the Premises is located to appoint the Arbitrator in accordance with the aforementioned criteria. The Arbitrator shall have no discretion other than to select Landlord's or Tenant's determination of the ROFO Fair Market Rental Value as aforesaid. The costs of the Arbitrator shall be shared equally by Landlord and Tenant, and each of Landlord and Tenant shall reasonably cooperate with the Arbitrator in providing documentation and any other reasonable evidence regarding how Landlord or Tenant, as applicable, arrived at its determination of the ROFO Fair Market Rental Value. If the ROFO Space under this Section 53 is added to the Premises prior to the final determination of the ROFO Fair Market Rental Value, Tenant shall pay to Landlord the average of the ROFO Fair Market Rental Value fixed by Tenant and the ROFO Fair Market Rental Value fixed by Landlord, subject to adjustment upon resolution of such dispute.

**53.4 Limitations/Termination.** Notwithstanding anything to the contrary contained in this Section 53, (a) Tenant's rights under this Section 53 shall be subject and subordinate to then-existing rights of other tenants and occupants and the right of Landlord to extend or renew the lease or other occupancy agreement of any tenant or other occupant of any ROFO Space or to enter into a new lease or other occupancy agreement with such tenant or other occupant in lieu of an extension or renewal, regardless of whether or not such tenant or other occupant has any current right to extend or renew, (b) Tenant's rights under this Section 53 shall be suspended if an Event of Default exists until such time, if ever, that such Event of Default is cured, (c) Tenant may not exercise its rights under this Section 53 if Tenant is not then occupying the entire Premises, and (d) if there would, at the time of the amendment adding the ROFO Space to this Lease, be an Event of Default, such ROFO Space shall not be so added until such time, if ever, that such Event of Default is cured. In addition, notwithstanding anything to the contrary contained in this Section 53, Tenant's rights under this Section 53 shall terminate and be of no further force or effect if (i) this Lease or Tenant's right to possession of the Premises is terminated, or if the Premises consists of less than 35,920 rentable square feet, (ii) there is any Transfer that does not consist of a Permitted Transfer, (iii) less than one (1) year remains in the then-applicable Term, or (iv) at any time, there have been more than two (2) Material Events of Default. Tenant's rights under this Section 53 shall be personal only to Named Tenant or any Permitted Transferee and may not be exercised by any other assignee, subtenant or other transferee of or successor to any portion of the Named Tenant's interest in this Lease or to the Premises. If Tenant declines, fails or is otherwise unable to exercise its rights under this Section 53, Tenant shall, promptly following Landlord's request therefor, acknowledge such failure in writing for the benefit of Landlord.

#### **54. PARKING SOFTWARE WORK**

In consideration of Tenant's agreement to enter into this Lease, Landlord shall cause the software for the automated gates serving the Parking Garage to include a so-called "carpooling" function that allows multiple users to be assigned to each access card provided to Tenant for use of the Parking Garage (the "Parking Software Work"). Tenant shall reimburse Landlord for the costs of the Parking Software Work, up to a maximum total amount of \$5,000.00 (the "Cap"),

within thirty (30) days following Landlord's written request therefor (which written request shall also include reasonable supporting documentation of such costs), and Landlord shall use commercially reasonable efforts in accordance with Building-standards and without discriminating against Tenant to attempt to prosecute the Parking Software Work to completion by the Commencement Date. Tenant shall at all times cooperate reasonably and in good faith in connection with Landlord's prosecution of the Parking Software Work, including, without limitation, by promptly responding to matters arising in connection with the Parking Software Work. Notwithstanding any estimate, projection or statement that may be made by Landlord or any contractor, representative or agent of Landlord, Landlord shall not be deemed to guaranty the cost of the Parking Software Work. Subject to the Cap, Tenant shall pay to Landlord (or any party designated by Landlord) all costs of the Parking Software Work within thirty (30) days of receipt of a bill and reasonable supporting documentation (e.g., an invoice) therefor. All materials used and installed in connection with the Parking Software Work shall be deemed Landlord's property under the terms of this Lease.

#### **55. TERMINATION RIGHT**

Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the one-time right (the "Termination Right") to terminate this Lease effective as of 11:59:59 p.m. Pacific Standard Time on January 31, 2019 (the "Termination Date"), provided that, as a condition precedent to such early termination: (a) Landlord shall have received written notice (the "Termination Notice") from Tenant on or before January 31, 2018 (the "Outside Termination Notice Date") stating that Tenant intends to terminate this Lease pursuant to the terms of this Section; (b) concurrently with Landlord's receipt of the Termination Notice, Landlord receives from Tenant a termination fee in the amount of Two-Million Four-Hundred Forty-Three Thousand Four-Hundred Fifty-Eight and 72/100 Dollars (\$2,443,458.72); and (c) Tenant shall cure any default under this Lease. Provided that Tenant performs all of the foregoing in accordance with the terms of this Section, this Lease shall automatically terminate and be of no further force or effect (except as set forth below) as of the Termination Date and Landlord and Tenant shall thereafter be relieved of their respective obligations under this Lease; provided, however, and notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant shall have all the rights and remedies with respect to any obligation of the other under this Lease that accrues on or prior to the Termination Date and is not satisfied by such other party on or prior to the Termination Date (e.g., obligations regarding indemnity, insurance, maintenance and repair, surrender of the Premises and with respect to Tenant's payment of any Rent; without limiting the generality of the foregoing, such payment obligations shall specifically include the payment of any amounts owed in connection with any future reconciliation of Operating Costs in accordance with the terms of this Lease), and with respect to any obligations of Landlord or Tenant that expressly survive the expiration or earlier termination of this Lease. Upon Tenant's delivery of the Termination Notice, Tenant's right to exercise the Option Term shall terminate and be of no further force or effect. If Tenant exercises the Termination Right in accordance with the terms herein, on the Termination Date, Tenant shall vacate the Premises and surrender and deliver exclusive possession thereof to Landlord in accordance with the terms of this Lease. The Termination Right shall expire and be of no further force or effect if Tenant fails to deliver the Termination Notice to Landlord by the Outside Termination Notice Date. If Tenant exercises the Termination Right in accordance with the terms of this Section but retains possession of the Premises or any part thereof after the

Termination Date, then, in addition to all other rights and remedies Landlord may have pursuant to this Lease and at law and in equity, Tenant shall be deemed a holdover tenant and the provisions of Section 37 of this Lease shall apply. Tenant's rights contained in this Section shall be personal only to the Named Tenant or any Permitted Transferee (and may not be exercised by any other assignee, sublessee or other transferee of or successor to the Named Tenant's interest in this Lease or to the Premises).

**56. QUIET ENJOYMENT**

Tenant, upon paying the Rent and performing all of its other obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease.

**57. COUNTERPARTS**

This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

**[SIGNATURE PAGE FOLLOWS]**

confidential  
Andrew Kao

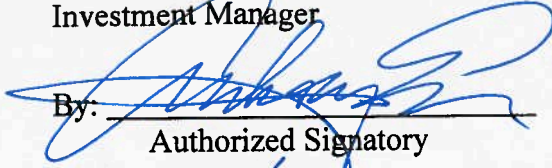
**IN WITNESS WHEREOF**, the parties hereto have executed or caused this Lease to be executed by their authorized agents as of the Lease Date.

**“LANDLORD”:**

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

By: CBRE Global Investors, LLC, a Delaware limited liability company  
Its: Investment Manager

By:   
Authorized Signatory

By:   
Authorized Signatory


**“TENANT”:**

**CRYSTAL CRUISES, INC.,**  
a California corporation

By: 

Name: Gregg L. Michel

Its: President

By: 

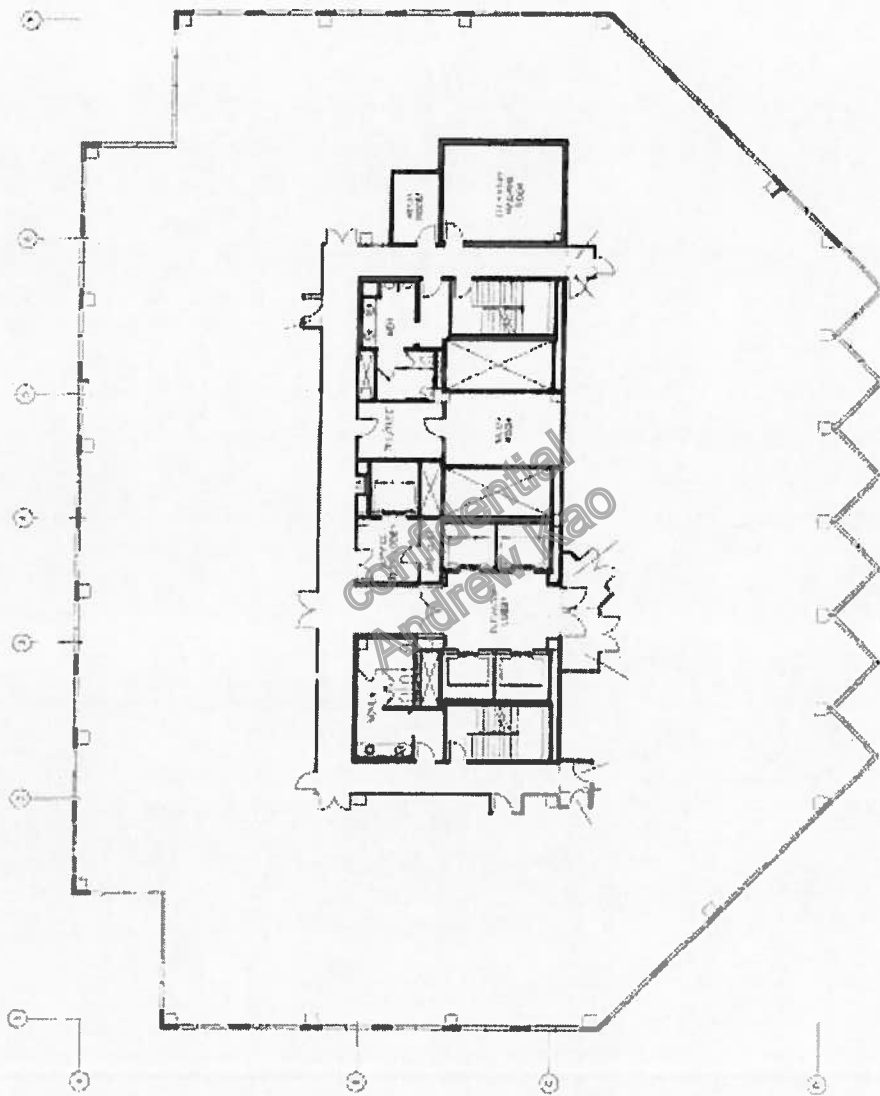
Name: Nobuyoshi Kuzuya

Its: Chairman & CEO

confidential  
Andrew Kao



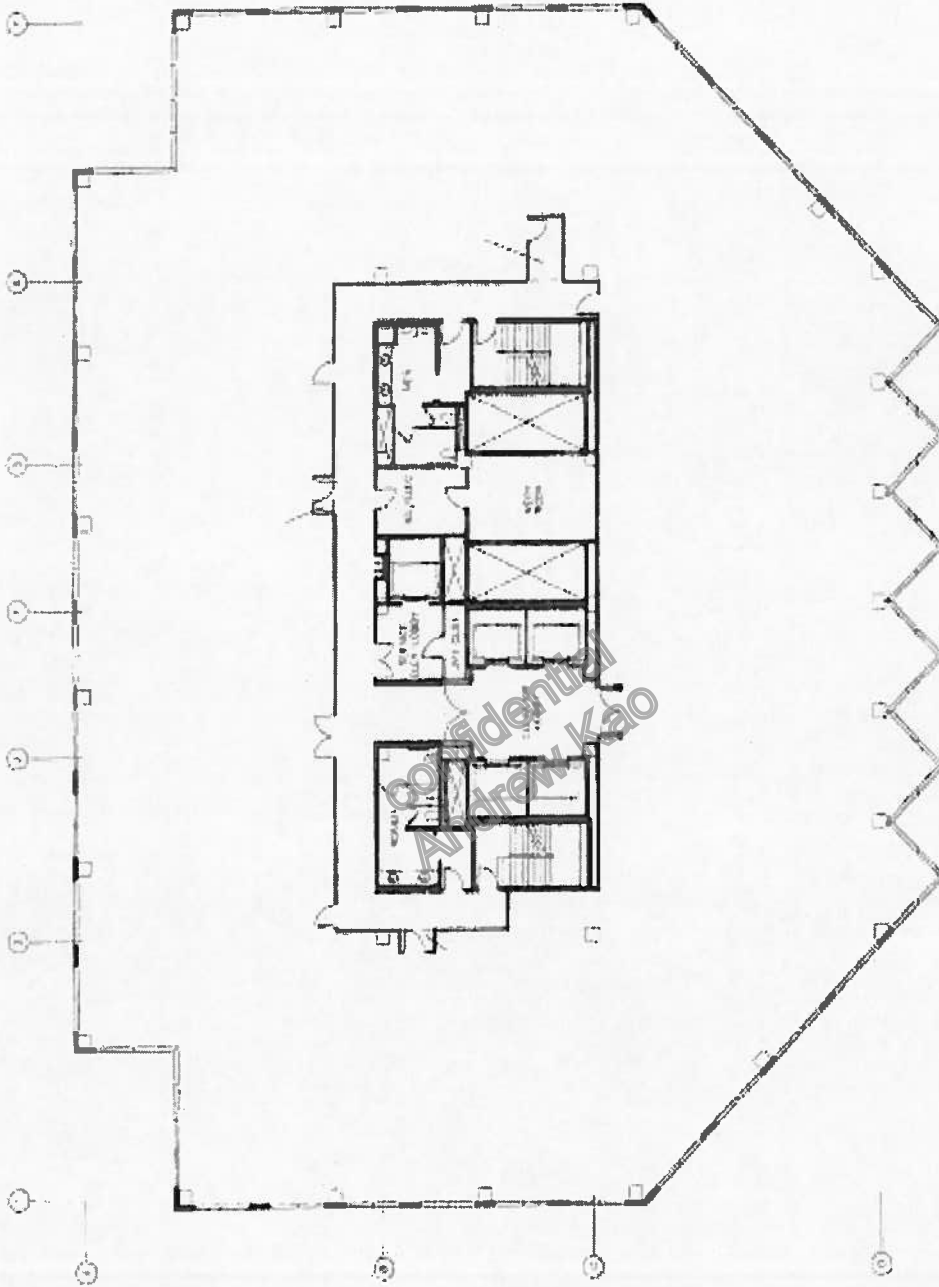
**EXHIBIT A**  
**OUTLINE OF PREMISES**  
**Suite 800**



1566

1705 VHS SHIRT

Suite 900



1566

FLOOR 9  
1755 WILSHIRE

## **EXHIBIT B**

### **TENANT WORK LETTER**

This Tenant Work Letter shall set forth the terms and conditions relating to the construction of the Tenant Improvements (as hereinafter defined). This Tenant Work Letter is essentially organized chronologically and addresses the issues of the construction of the Tenant Improvements, in sequence, as such issues will likely arise during the actual construction of the Tenant Improvements. All references in this Tenant Work Letter to "the Lease" shall mean the relevant portions of the Standard Form Office Lease to which this Tenant Work Letter is attached as Exhibit B and of which this Tenant Work Letter forms a part, and all references in this Tenant Work Letter to Sections of "this Tenant Work Letter" shall mean the relevant portions of Sections 1 through 5 of this Tenant Work Letter.

#### **SECTION 1** **THE PREMISES**

Intentionally Deleted.

#### **SECTION 2** **TENANT IMPROVEMENTS**

**2.1 Tenant Improvement Allowance.** Subject to the terms herein, Tenant shall be entitled to a one-time improvement allowance (the "Tenant Improvement Allowance") in the amount of up to \$2,271,100.00, for the hard and soft costs reasonably relating to the demolition, design and construction of Tenant's initial improvements for the Premises (the "Tenant Improvements"). Notwithstanding anything to the contrary contained herein, if any portion of the Tenant Improvement Allowance is not used by Tenant within twenty-four (24) months following the Commencement Date, then such portion shall be deemed waived with no further obligation by Landlord with respect thereto. In no event shall Landlord be obligated to make disbursements pursuant to this Tenant Work Letter in a total amount that exceeds the Tenant Improvement Allowance, and in no event shall Tenant be entitled to any excess, credit, deduction or offset against Rent for any unused portion of the Tenant Improvement Allowance. Tenant shall be responsible for and shall timely pay all costs of the Tenant Improvements in excess of the Tenant Improvement Allowance. All Tenant Improvements (specifically excluding any furniture, fixtures or equipment of Tenant, which shall remain Tenant's property) shall be deemed Landlord's property under the terms of the Lease.

#### **2.2 Disbursement of the Tenant Improvement Allowance.**

**2.2.1 Tenant Improvement Allowance Items.** Except as otherwise set forth in this Tenant Work Letter, the Tenant Improvement Allowance shall be disbursed by Landlord for all costs reasonably related to the design and construction of the Tenant Improvements, including, without limitation, for the following items and costs (collectively, the "Tenant Improvement Allowance Items"): (a) payment of the fees of the project manager, the "Architect" and the "Engineers," as those terms are defined in Section 3.1 of this Tenant Work Letter, and payment of the reasonable fees incurred by, and the cost of reasonable documents and materials

supplied by, Landlord and Landlord's consultants (including, without limitation, any structural or mechanical engineers) in connection with the preparation and review of the "Construction Drawings," as that term is defined in Section 3.1 of this Tenant Work Letter (provided that any such fees and costs that do not materially exceed those commonly charged and/or incurred by landlords of Comparable Buildings in connection with such work shall be deemed reasonable for such purposes); (b) the cost of "Permits," as that term is defined in Section 3.4 of this Tenant Work Letter; (c) the cost of any changes in the base, shell and core of the Project on which the Premises is located (the "Base, Shell and Core") required by the Construction Drawings; (d) the cost of any changes to the Construction Drawings or Tenant Improvements required by applicable building codes (the "Code"); and (e) the costs of the Tenant demising walls and public corridor walls and materials, if any, required by the Construction Drawings.

**2.2.2 Disbursements.** Tenant shall deliver to Landlord: (a) a request for payment; (b) paid receipts evidencing the labor rendered and materials delivered to the Premises; (c) evidence of payment by Tenant of the amount for which reimbursement is requested; and (d) conditional or unconditional, as appropriate, executed mechanics' lien releases from the applicable "Tenant's Agents," as that term is hereinafter defined, who have performed the Tenant Improvements for which payment is requested, which releases shall comply with the appropriate provisions of all Applicable Laws (the "Lien Releases"). Within forty-five (45) days thereafter, Landlord shall deliver a check to Tenant made payable to Tenant in payment of the lesser of: (i) the amounts so requested by Tenant, as set forth in this Section 2.2.2, less a ten percent (10%) retention (the aggregate amount of such retentions to be known as the "Final Retention", and such retentions shall not be added to any other retentions so that Landlord would be retaining in excess of ten percent (10%) of the applicable amount to be retained by Landlord at such time), and (ii) the balance of any remaining available portion of the Tenant Improvement Allowance (not including the Final Retention); provided, that Landlord does not reasonably dispute any request for payment based on non-compliance of any work with the "Approved Working Drawings," as that term is defined in Section 3.4 below, or due to any substandard work. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

**2.2.3 Final Retention.** Subject to the provisions of this Tenant Work Letter, a check for the Final Retention payable to Tenant shall be delivered by Landlord to Tenant within forty-five (45) days following Landlord's receipt of paid receipts (as referenced in Section 2.2.2 above) totaling the amount of the Tenant Improvement Allowance (or any lesser amount Tenant receives in lieu of the full amount of the Tenant Improvement Allowance, which Tenant shall evidence in a writing delivered to Landlord), provided that with respect to work for which any portion of the Tenant Improvement Allowance is paid (a) Tenant delivers to Landlord properly executed conditional or unconditional, as appropriate, Lien Releases in compliance with all Applicable Laws, (b) Tenant has satisfied its obligations under Section 4.5 below, and (c) Landlord has reasonably determined that no substandard work exists. Notwithstanding the foregoing, Tenant shall deliver final Lien Releases in compliance with all Applicable Laws for all Tenant Improvements promptly upon substantial completion of the Tenant Improvements.

**2.2.4 Standard Tenant Improvement Package.** Landlord has established specifications (the "Specifications") for the Building standard components to be used in the construction of the Tenant Improvements (collectively, the "Standard Tenant Improvement

Package”), which Specifications are available upon request by Tenant. The quality of the Tenant Improvements shall be equal to or of greater quality than the quality of the Specifications, provided that Landlord may, at Landlord’s reasonable option, require the Tenant Improvements to comply with certain Specifications. Landlord may make reasonable changes to the Specifications for the Standard Tenant Improvement Package from time to time; however, such changes shall in no way affect the Construction Drawings once approved by both Landlord and Tenant.

### **SECTION 3** **CONSTRUCTION DRAWINGS**

**3.1 Selection of Architect/Construction Drawings.** Tenant has retained Gensler & Associates as its architect/space planner (the “Architect”) to prepare the “Construction Drawings,” as that term is defined in this Section 3.1. Tenant has also retained Howard Cherry as its project manager. Tenant shall retain engineering consultants (the “Engineers”) approved in advance by Landlord (such approval shall not be unreasonably withheld, conditioned or delayed) to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life-safety and sprinkler work of the Tenant Improvements. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the “Construction Drawings”. All Construction Drawings shall be subject to Landlord’s reasonable approval, and Landlord shall advise Tenant within ten (10) business days after Landlord’s receipt of any Construction Drawings whether the same are unsatisfactory or incomplete in any respect. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base Building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord’s review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply Landlord’s review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance that may be rendered to Tenant by Landlord or Landlord’s space planner, architect, engineers and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Tenant’s waiver and indemnity set forth in the Lease shall specifically apply to the Construction Drawings.

**3.2 Final Space Plan.** On or before the date that is no later than thirty (30) days following Landlord’s delivery of any portion of the Premises for Tenant’s construction of the Tenant Improvements, Tenant shall cause the Architect to prepare the final space plan for the Tenant Improvements (collectively, the “Final Space Plan”), which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein, and Tenant shall deliver the Final Space Plan to Landlord for Landlord’s approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall advise Tenant within fifteen (15) business days after Landlord’s receipt of the Final Space Plan whether the same is unsatisfactory or incomplete in any respect, and Landlord shall notify Tenant concurrently with its approval of the Final Space Plan whether Tenant shall be required to remove any portion of the Tenant Improvements from the Premises upon the

expiration or earlier termination of the Lease (provided, that, Tenant shall not be required to remove any portion of the Tenant Improvements consisting of ordinary and customary general office improvements or Cabling, and provided, further, that Tenant shall comply with the terms of the Lease regarding any such Cabling not removed from the Premises).

**3.3 Final Working Drawings.** On or before the date that is no later than sixty (60) days following Landlord's approval of the Final Space Plan, Tenant shall cause the Architect and the Engineers to complete the architectural and engineering drawings for the Tenant Improvements, and the final architectural working drawings in a form that is sufficiently complete to allow subcontractors to bid on the work and to obtain all Permits (collectively, the "Final Working Drawings"), and shall submit the same to Landlord for Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall advise Tenant within ten (10) business days after Landlord's receipt of the Final Working Drawings whether the same are unsatisfactory or incomplete in any respect. Tenant shall make no changes, modifications or alterations to the Final Working Drawings or the Tenant Improvements without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation as to any other reason for Landlord reasonably withholding approval to the Final Working Drawings or consent to any such proposed changes, modifications or alterations to the Final Working Drawings, it shall be deemed reasonable for Landlord to withhold approval or consent if the Final Working Drawings or any such change, modification or alteration would, in Landlord's commercially reasonable discretion:

**3.3.1** increase the cost of designing or constructing the Tenant Improvements (unless Tenant pays the increased cost or such cost is payable from any remaining portion of the Tenant Improvement Allowance), or be of a quality lower than the quality of the Specifications,

**3.3.2** require modification to any portion of the Project other than the Premises,

**3.3.3** detrimentally affect, as reasonably determined by Landlord, any of the Project utilities, systems or structure, or the value, use or appearance of the Project,

**3.3.4** materially interfere, as reasonably determined by Landlord, with the operations of any other tenant or occupant of the Project, provided, that any good faith objection Landlord receives from any such tenant or occupant shall be deemed material for such purposes,

**3.3.5** increase in excess of a de minimus amount the cost of operating the Project, or

**3.3.6** violate any agreement or Applicable Law that affects the Building or binds Landlord, including, without limitation, the Lease.

**3.4 Permits.** The Final Working Drawings shall be approved by Landlord in accordance with Section 3.3 above (the "Approved Working Drawings") prior to the commencement of the construction of the Tenant Improvements, with such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall cause the Architect to promptly submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow "Contractor," as that term is defined in Section 4.1 of this Tenant Work Letter, to commence and fully complete the construction of the Tenant

Improvements (the "Permits"), and, in connection therewith, Tenant shall reasonably coordinate with Landlord in order to allow Landlord, at its option and as a Tenant Improvement Allowance Item, to take part in all phases of the permitting process and shall supply Landlord, as soon as possible, with all plan check numbers and dates of submittal and obtain the Permits as soon as possible. Notwithstanding anything to the contrary set forth in this Section 3.4, Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any Permit, including, without limitation, any certificate of occupancy (or its jurisdictional equivalent) and that the obtaining of the same shall be Tenant's responsibility; provided, however, that Landlord shall, in any event, cooperate with Tenant and as a Tenant Improvement Allowance Item in executing Permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such Permit. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation as to any other reason for Landlord reasonably withholding approval to the Approved Working Drawings or consent to any such proposed changes, modifications or alterations to the Approved Working Drawings, it shall be deemed reasonable for Landlord to withhold approval or consent if the Approved Working Drawings or any such change, modification or alteration would, in Landlord's commercially reasonable discretion, cause any of the results described in Sections 3.3.1-3.3.6 above.

**3.5 Time Deadlines.** Landlord and Tenant shall use commercially reasonable efforts to cooperate with the Architect, the Engineers and each other to complete all phases of the Construction Drawings and the permitting process and to receive the Permits within a commercially reasonable timeframe, and, in that regard, Landlord and Tenant shall meet with each other on a scheduled basis to be reasonably determined by Landlord and Tenant, to discuss progress in connection with the same. Tenant agrees to prosecute construction of the Tenant Improvements in a workmanlike manner continuously and diligently to completion, which shall be within a commercially reasonable timeframe. If Landlord fails to notify Tenant of Landlord's approval or disapproval within ten (10) business days following Landlord's receipt of any matter submitted to Landlord by Tenant for approval under this Tenant Work Letter, Tenant may provide a second notice to Landlord identifying such failure and that Landlord's continued failure to respond within five (5) days following Landlord's receipt of such second notice shall be deemed Landlord's approval of the matter in question. If Landlord fails to notify Tenant of Landlord's approval or disapproval within five (5) days following Landlord's receipt of such second notice, Landlord shall be deemed to have approved such matter.

#### **SECTION 4** **CONSTRUCTION OF THE TENANT IMPROVEMENTS**

**4.1 Contractor and Subcontractors.** A general contractor shall be retained by Tenant to construct the Tenant Improvements. Such general contractor (the "Contractor") shall be approved in writing by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. The Contractor shall be selected pursuant to a competitive bidding process. Three (3) Landlord approved contractors (not to be unreasonably withheld, conditioned or delayed) shall participate in the bidding process (provided, that Landlord hereby approves KCS West Kajima, Taslimi Construction Company, Evilsizer Construction, Inc., Corporate Contractors Incorporated, Howard Building Corporation and Warner Constructors Inc. as contractors that

may participate in such bidding process). Each of the three (3) Landlord approved contractors selected by Tenant to participate in the bidding process shall be notified in the bidding package of the time schedule for construction of the Tenant Improvements and that, unless Landlord otherwise requires, such contractors shall be required to use the fire and life-safety subcontractor reasonably designated by Landlord. The bids shall be submitted promptly to Tenant and a reconciliation shall be performed by Tenant to adjust inconsistent or incorrect assumptions so that a like kind comparison can be made and a low bidder determined. Subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed (Landlord shall notify Tenant whether Landlord grants such approval within five (5) business days following Tenant's request therefor), the most qualified bidder that commits to Tenant's time schedule shall be selected. Promptly after approval by Landlord of the Contractor, Tenant shall cause the Contractor to prepare a construction schedule and Tenant shall submit the same to Landlord for Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed.

**4.2 Landlord Coordination Fee. Intentionally Deleted.**

**4.3 Tenant's Agents.** Tenant shall obtain Landlord's prior written approval (not to be unreasonably withheld, conditioned or delayed) for all subcontractors, laborers, materialmen and suppliers, if any, proposed to be used by Tenant in connection with the construction of the Tenant Improvements (such subcontractors, laborers, materialmen, suppliers and the Contractor to be known collectively as "Tenant's Agents"). If Landlord reasonably does not approve any of Tenant's subcontractors, laborers, materialmen or suppliers, Tenant shall submit other subcontractors, laborers, materialmen or suppliers for Landlord's prior written approval (not to be unreasonably withheld, conditioned or delayed). Without limiting the generality of the foregoing, Tenant specifically acknowledges and agrees that, except with respect to any subcontractors, laborers, materialmen or suppliers for the portion of the Tenant Improvements consisting of the initial demolition of the Premises (the "Initial Demolition Exception"), it shall be reasonable for Landlord to require any MEP and carpentry subcontractors, laborers, materialmen and suppliers (but, subject to the Initial Demolition Exception, not any subcontractors, laborers, materialmen or suppliers belonging to any other trade) to be union members and for Landlord to withhold approval of any of the same if the use of the same would, in Landlord's reasonable and good faith judgment, violate the terms of any agreement between Landlord and any union providing work, labor or services at the Project or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project, provided that, if requested by Tenant to Landlord in writing, Landlord shall provide Tenant with reasonable evidence of any agreements between Landlord and any trade union providing work, labor or services to the Project. In addition, Tenant shall not permit the use of any Tenant's Agents, material or equipment in the construction of any Tenant Improvements if such use would, in Landlord's reasonable and good faith judgment, violate the terms of any agreement between Landlord and any union providing work, labor or services at the Project or disturb labor harmony with the workforce or trades engaged in performing other work, labor or services at the Project. If any violation or disturbance occurs in connection with any labor, materials and equipment used in connection with the Tenant Improvements, Tenant, upon demand by Landlord, shall immediately cause all such labor, materials and equipment causing such violation or disturbance to be removed from the Project. Without limitation as to Tenant's right to seek any recourse and remedies against Tenant's contractors, Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or



resulting from or in connection with any such violation and/or disturbance to the extent in connection with any Tenant Improvements.

#### **4.4 Construction of Tenant Improvements.**

##### **4.4.1 Tenant's Agents.**

**4.4.1.1. Landlord's General Conditions for Tenant's Agents and Tenant Improvement Work.** The Tenant Improvements shall be constructed substantially in accordance with the Approved Working Drawings.

**4.4.1.2. Indemnity.** Tenant's indemnity of Landlord as set forth in the Lease shall also apply with respect to any and all Claims in any way arising or resulting from or in connection with or related to any act or omission of Tenant or Tenant's Agents, or otherwise in connection with the Tenant Improvements.

**4.4.1.3. Requirements of Contractor.** The Contractor shall guarantee and warranty to Tenant and for the benefit of Landlord that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. The Contractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract and any of its subcontracts that shall become defective within one (1) year after the completion of the work. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Tenant Improvements and/or the Premises that may be damaged or disturbed thereby. All such warranties and guarantees as to materials or workmanship of and with respect to the Tenant Improvements shall be contained in the applicable contracts and shall be written such that such guarantees and warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord any assignment or other assurances that may be necessary to effect such right of direct enforcement.

##### **4.4.1.4. Insurance Requirements.**

**4.4.1.4.1 General Coverages.** Tenant shall cause the Contractor to carry worker's compensation insurance covering all employees, and shall also cause the Contractor to carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in the Lease. The Contractor shall submit to Landlord a Certificate of Insurance naming Landlord and any parties reasonably specified by Landlord (provided, that the parties ordinarily specified by Landlord on a Building-standard basis shall be deemed reasonable for such purposes) as additional insureds under such public liability insurance policy.

**4.4.1.4.2 Special Coverages.** Tenant shall cause the Contractor and Tenant's Agents to carry "Builder's All Risk" insurance in an amount approximately equal to 0.5% of the hard costs of the Tenant Improvements (provided, that no "Builder's All Risk" insurance shall be required if the Tenant Improvements in question do not concern or otherwise affect the structure or systems of the Building), and such other insurance as

Landlord may reasonably require, it being understood and agreed that the Tenant Improvements shall be insured by Tenant pursuant to the Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord.

**4.4.1.4.3 General Terms.** Certificates for all insurance carried pursuant to this Section 4.4.1.4 shall be delivered to Landlord before the commencement of construction of the Tenant Improvements and before the Contractor's equipment is moved onto the site. All such policies of insurance shall contain a provision providing that the company writing such policy shall use commercially reasonable efforts to deliver to Landlord thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. If the Tenant Improvements are damaged by any cause during the course of the construction thereof, Tenant shall promptly repair the same at Tenant's sole cost and expense. The Contractor shall maintain all of the foregoing insurance coverage in force until the Tenant Improvements are fully completed and reasonably accepted by Landlord. All policies carried under this Section 4.4.1.4 shall insure Landlord and Tenant, as their interests may appear, as well as Contractor and Tenant's Agents. All insurance, except Worker's Compensation, maintained by Tenant's Agents shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by the owner is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section 4.4.1.2 of this Tenant Work Letter.

**4.4.2 Governmental Compliance.** The Tenant Improvements shall comply in all respects with the following: (a) state, federal, city and quasi-governmental laws, codes, ordinances and regulations, including, without limitation, as may apply according to the rulings of the controlling public official, agent or other person; (b) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (c) Building material manufacturer's specifications.

**4.4.3 Inspection by Landlord.** Landlord shall have the right to inspect the Tenant Improvements at all times during construction; provided, however, that Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder (except to the extent such failure to inspect on a timely basis after Landlord's receipt of written notification from Tenant that an inspection is appropriate has rendered Tenant's cure of Landlord's disapproval of any work unreasonably more expensive to repair or replace) nor shall Landlord's inspection of the Tenant Improvements constitute Landlord's approval of the same. During any such inspection, Landlord shall, subject to Landlord's Indemnification Obligation, exercise commercially reasonable efforts to minimize disruption with Tenant's business operations and construction of the Tenant Improvements, and Landlord shall comply with Contractor's reasonable safety requirements. Should Landlord reasonably disapprove any portion of the Tenant Improvements, Landlord shall notify Tenant in writing of such disapproval (and such notification shall specify the items disapproved) within five (5) business days following such inspection. Subject to the parenthetical in the first sentence of this Section 4.4.3, any defects or deviations in, and/or reasonable disapproval by Landlord of, the Tenant Improvements shall be rectified by Tenant at no expense to Landlord (except as may

be part of any remaining portion of the Tenant Improvement Allowance); provided, that if Landlord reasonably determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Tenant Improvements and such defect, deviation or matter might adversely affect the structure or the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the Premises or the Building, then Landlord shall give Tenant written notice of the defect and, if Tenant fails to commence addressing such defect within five (5) business days after receiving the notice, Landlord may take such action as Landlord reasonably deems necessary, at Tenant's expense (except as may be part of the Tenant Improvement Allowance) and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Tenant Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's reasonable satisfaction.

**4.5 Notice of Completion; Copy of Record Set of Plans.** Within thirty (30) days after substantial completion of construction of the Tenant Improvements, Tenant shall cause a Notice of Completion (or its jurisdictional equivalent) to be recorded in the office of the County Recorder of the county in which the Building is located in accordance with Applicable Law, and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same on behalf of Tenant as Tenant's agent for such purpose, at Tenant's sole cost and expense. Within thirty (30) days following substantial completion of the Tenant Improvements, (a) Tenant shall cause the Architect and Contractor to (i) update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (ii) certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or earlier termination of the Lease, and (iii) deliver to Landlord two (2) reproducible sets of copies of such record set of drawings (and/or, at Landlord's election, a reproducible copy in electronic form), (b) Tenant shall deliver to Landlord a copy of all warranties, guaranties and operating manuals and information relating to the improvements, equipment and systems in the Premises, and (c) Tenant shall deliver to Landlord the original signed permit card, indicating final approval by all applicable departments.

## **SECTION 5** **MISCELLANEOUS**

**5.1 Tenant's Entry Into the Premises Prior to the Commencement Date.** Beginning no sooner than August 1, 2013 with respect to the portion of the eighth (8<sup>th</sup>) floor consisting of 1,987 rentable square feet and known as Suite 880 ("Suite 880") (Tenant hereby specifically acknowledges and agrees that, so long as Landlord uses commercially reasonable efforts to cause the timely vacation of Suite 880 by any tenant or occupant thereof upon the expiration or earlier termination of the occupancy agreement therefor, Tenant shall have no remedies for Landlord's failure to deliver Suite 880 to Tenant due to any holdover by any such tenant or existing occupant thereof in violation of the terms of any such lease or other agreement therefor), but otherwise upon the mutual execution and delivery of the Lease, Tenant shall be permitted early entry ("Tenant's Early Entry") into the Premises for the sole, limited purpose of (a) prosecuting construction in accordance with the terms herein of the Tenant Improvements, and (b) installing any furniture, fixtures and/or equipment (including, without limitation, Tenant's computer systems, telephone equipment and cabling) in the Premises, and for no other

use or purpose. Landlord shall use commercially reasonable efforts to provide normal and customary HVAC service, electrical power, freight elevator and loading dock access and parking spaces for Tenant's construction team in connection with such access to the Premises by Tenant without additional charge to Tenant, it being the specific intent of the parties that Tenant be charged Landlord's standard rates for any unusual, unreasonable, after-hours, non-Building-standard or excess use. Prior to Tenant's Early Entry, Tenant shall submit a schedule to Landlord for its reasonable written approval, which schedule shall detail the timing and purpose of Tenant's Early Entry. Tenant's Early Entry, including, without limitation, any storage or installation of any property, shall, subject to Landlord's Indemnification Obligation, be at the sole risk of Tenant, including, without limitation, with respect to theft, bodily injury, vandalism and other damage, and shall be subject to all the terms of the Lease, including, without limitation, the insurance requirements of the Lease (which shall apply upon Tenant's Early Entry into the Premises); provided, that during such period of Tenant's Early Entry only (and not during any other time period except to the extent expressly provided otherwise in the Lease), Tenant shall not be required to pay Base Rent or Operating Costs. Tenant hereby agrees, subject to Landlord's Indemnification Obligation, to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with Tenant's Early Entry.

**5.2 Tenant's Representative.** Prior to commencement of construction of the Tenant Improvements, Tenant shall designate a representative with respect to the matters set forth in this Tenant Work Letter, who, until further written notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Tenant Work Letter. Upon request from Landlord or its representative, architect, space planner, contractor or engineer, Tenant's representative shall supply such information, and issue such approvals as may be requested, to complete the design and construction of the Tenant Improvements.

**5.3 Landlord's Representative.** Prior to commencement of construction of the Tenant Improvements, Landlord shall designate a representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Tenant Work Letter.

**5.4 Time of the Essence in this Tenant Work Letter.** Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. Time is of the essence with respect to this Tenant Work Letter.

**EXHIBIT C**

**NOTICE OF LEASE TERM DATES**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Standard Form Office Lease dated as of May 28, 2013 (the "Lease"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease), by and between CSHV Wilshire Landmark, LLC, a Delaware limited liability company ("Landlord"), and Crystal Cruises, Inc., a California corporation ("Tenant"), concerning Suites 800 and 900 on the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of the office building known as Wilshire Landmark I and located at 11755 Wilshire Boulevard, Los Angeles, California, 90025.

Ladies and Gentlemen:

In accordance with the terms and conditions of the Lease, we wish to advise you and/or confirm as follows:

1. The Tenant Improvements are substantially completed, and the Term shall commence on or has commenced on \_\_\_\_\_ for a term of \_\_\_\_\_ ending on \_\_\_\_\_.
2. Base Rent commenced to accrue on \_\_\_\_\_, in the amount of \_\_\_\_\_.
3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing if a corresponding pro rata adjustment is required, shall be for the full amount of the monthly installment as provided for in the Lease.
4. Your rent checks should be made payable to \_\_\_\_\_ at \_\_\_\_\_.
5. The exact number of rentable square feet within the Premises is \_\_\_\_\_.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

6. Tenant's Proportionate Share as adjusted based upon the exact number of rentable square feet within the Premises is \_\_\_\_\_%.

**"LANDLORD":**

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers' Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

By: CBRE Global Investors, LLC, a Delaware limited liability company  
Its: Investment Manager

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Authorized Signatory

**"TENANT":**

**CRYSTAL CRUISES, INC.,**  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*confidential*  
*Andrew Kao*

## EXHIBIT D

### RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for Comparable Buildings. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord and its agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. No service deliveries (other than messenger services) will be allowed between hours of 4:00 p.m. to 6:00 p.m., Monday through Friday. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. Tenant shall not place or install in the Premises any file cabinets, equipment or other property which may cause damage to the structure of the Project or any portion thereof. If

Tenant wishes to place or install file cabinets, equipment or other property which may cause damage to the structure of the Project or portion thereof, such placement or installation shall be deemed to be "Alterations" as defined in Article 7 of the Lease, and Tenant shall obtain the prior written consent of Landlord, and Tenant shall be responsible for, and shall pay all associated costs and expenses with respect to all structural engineering and modifications required to prevent any potential damage to the structure of the Project.

6. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such specific elevator as shall be designated by Landlord.

7. At no time shall Tenant bring onto, or permit to exist within, any portion of the Premises or the Project, any firearm, explosive device, bomb, or other weapon or dangerous object or device.

8. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

9. Tenant shall not disturb, solicit, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent the same.

10. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

11. Subject to the terms of the Lease (including, without limitation, with respect to Alterations), Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's prior written consent, except that Tenant may, without Landlord's prior written consent, install small nails, small screws and small hooks in the walls of the Premises so long as the following conditions are satisfied: (a) such nails, screws and/or hooks are installed solely for the cosmetic purpose of hanging pictures or other normal and customary office decorations permitted under the Lease, (b) such nails, screws and/or hooks would not affect the systems or structure of the Building, (c) such nails, screws and/or hooks are installed in compliance with Applicable Law and do not require any governmental permit, approval or other form of consent, and (d) the terms of the Lease regarding Alterations shall apply with respect to the removal of such small nails, screws and/or hooks.

12. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

13. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline or other inflammable or combustible fluid or material.



14. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.

15. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, nuisance, odors, or vibrations, or interfere in any way with other tenants or those having business therein. Neither shall Tenant commit waste to the Premises or the Project, or impair or interfere with the proper and economic maintenance, operation and repair of the Project or any portion thereof.

16. Unless otherwise agreed in writing by Landlord, Tenant shall not use or allow any part of the Premises to be used for the storage, manufacturing or sale of food or beverages or for the manufacture, retail sale or auction of merchandise, goods or property of any kind, or as a school or classroom, or for any unlawful or objectionable purpose.

17. Subject to the requirements of any Applicable Laws regarding service animals (e.g. "Seeing Eye" dogs), Tenant shall not bring into or keep within the Project, the Building or the Premises any animals (including, without limitation, birds), bicycles or other vehicles.

18. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Landlord-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors, provided that such use is in accordance with all Applicable Laws.

19. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

20. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

21. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, halls, stairways, elevators, or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.

22. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls.

23. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash

in the vicinity of the Building without violation of any Applicable Law governing such disposal. All trash, garbage and refuse disposal shall be made only through entry ways and elevators provided for such purposes at such times as Landlord shall designate.

24. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

25. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

26. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Common Areas.

27. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

28. Tenant must comply with requests by Landlord concerning the informing of their employees of items of importance to Landlord.

29. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant to be loaded, unloaded or parked in areas other than those, if any, designated for such activities. Parking is prohibited in all areas not designated therefor. Tenant shall comply with all directional signs and arrows in the parking facility, and with all parking regulations and rules of the parking service operator for the Project. Tenant acknowledges and agrees that the parking service operator is a contractor and not an agent of Landlord. No vehicle may be washed, serviced or repaired within the parking facility except in an area (if any) specifically designated for such use. No inoperable vehicles shall be kept in the parking facility.

30. The Building is a non-smoking building and smoking in the Premises or the lobby or common areas of the Building is strictly prohibited.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants (provided, that Landlord shall act in good faith, in accordance with sound property management practices and without discriminating against Tenant), but, subject to the immediately preceding parenthetical, no such waiver by Landlord shall be construed as a waiver of such Rules and

Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project, provided the same is done in a non-discriminatory manner. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

confidential  
Andrew Kao

## FIRST AMENDMENT TO STANDARD FORM OFFICE LEASE

**THIS FIRST AMENDMENT TO STANDARD FORM OFFICE LEASE** dated as of April 27, 2015 (this "First Amendment"), is entered into by and between **CSHV WILSHIRE LANDMARK, LLC**, a Delaware limited liability company ("Landlord"), and **CRYSTAL CRUISES, LLC**, a California limited liability company ("Tenant"), with reference to the following:

### RECITALS

**A. WHEREAS**, Landlord and Crystal Cruises, Inc., a California corporation and Tenant's predecessor in interest under the Lease ("Original Tenant"), entered into that certain Standard Form Office Lease dated as of May 28, 2013 (the "Lease"), for the lease of certain premises (the "Premises") consisting of approximately 35,920 rentable square feet known as Suites 800 and 900 and comprising the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of that certain building (the "Building") with an address of 11755 Wilshire Boulevard, Los Angeles, California, 90025, commonly known and identified as Wilshire Landmark I, as more particularly described in the Lease. In connection with the execution of the Lease, Nippon Yusen Kabushiki Kaisha (NYK Line), a Japanese corporation ("Original Guarantor") entered into that certain Guaranty of Standard Form Office Lease dated as of May 28, 2013 (the "Original Guaranty") in favor of Landlord. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the "Lease" in the Lease and in this First Amendment shall hereinafter be deemed to refer to the Lease, as amended hereby.

**B. WHEREAS**, Tenant represents and warrants to Landlord that (a) Original Tenant became Tenant by way of a conversion from a corporation to a limited liability company (the "Conversion"), (b) the Conversion satisfied the terms of the Lease for a "Permitted Transfer" that does not require Landlord's consent, and (c) the Conversion did not result in a material reduction in the tangible net worth of Tenant from the tangible net worth of Original Tenant.

**C. WHEREAS**, Tenant further represents and warrants to Landlord that, concurrently with its execution of this First Amendment, as part of another transaction that is related to the Conversion, pursuant to an agreement entered into by and between Original Guarantor and Crystal Acquisition Company Limited, a company formed under the Companies Act 2006 ("New Guarantor"), (a) Tenant, while remaining as an entity, will undergo a change of control due to a transfer of ownership interests of Tenant (collectively the "Change of Control"; the date of closing of such Change of Control may be referred to herein as the "Closing Date"), (b) the Change of Control shall satisfy the terms of the Lease for a "Permitted Transfer" that does not require Landlord's consent, and (c) the Change of Control shall not result in a material reduction in the tangible net worth of Tenant.

**D. WHEREAS**, Tenant has requested and, in reliance upon Tenant's representations and warranties set forth above, Landlord has agreed, (a) to substitute New Guarantor for Original Guarantor under a new guaranty for the Lease, and (b) to further amend, modify and supplement the Lease as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

## **A G R E E M E N T**

**1. Substitution of Guarantor.** New Guarantor shall, concurrently with Tenant's execution of this First Amendment, enter into a guaranty of Tenant's obligations under the Lease in substantially the same form attached hereto as Exhibit A (the "New Guaranty"), it being the specific intent of the parties that, in consideration of Landlord's agreement to terminate the Original Guaranty as provided below, New Guarantor shall guarantee not only Tenant's obligations under the Lease from and after the Closing Date, but that New Guarantor shall also be liable for all of the "Guaranteed Obligations" of Original Guarantor under the Original Guaranty prior to the Closing Date. Upon the earlier of (a) the effectiveness of the New Guaranty in accordance with the terms herein, and (b) the Closing Date (in either such case, the "New Guaranty Effective Date"), the Original Guaranty shall be deemed terminated and of no force or effect, and Original Guarantor shall have no liability under the Original Guaranty. In addition, effective as of the New Guaranty Effective Date, all references in the Lease to the "Guarantor" or words of similar import shall, unless the context clearly indicates otherwise, mean and refer to New Guarantor. The execution of the New Guaranty is a material inducement to Landlord to enter into this First Amendment. For the avoidance of doubt, the parties specifically agree that nothing contained in this First Amendment shall be deemed to limit or otherwise modify Tenant's obligation to, subject to any applicable terms of the Lease (including, without limitation, any applicable obligations of Tenant and rights of Landlord under the Lease), (i) obtain Landlord's prior written consent with respect to any proposed future substitution of any guarantor under the Lease (it being the specific intent of the parties that Landlord's consent to New Guarantor shall not be deemed Landlord's consent to any future proposed guarantor), and (ii) obtain Landlord's prior written consent with respect to any future Transfer that is not a Permitted Transfer.

**2. Letter of Credit.**

**(a) Delivery.** Within thirty (30) days following the mutual execution of this First Amendment, Tenant shall furnish Landlord a clean, unconditional and irrevocable letter of credit (the "Letter of Credit") issued by a commercial bank approved at all times by Landlord in Landlord's reasonable and good faith discretion (the "Issuing Bank"), for the account of Landlord, in the amount of Thirteen Million Eight Hundred Eight Thousand Four Hundred Forty US Dollars (US \$13,808,440.00) (the "LC Amount"), as security for the performance of all of Tenant's obligations under the Lease. The Issuing Bank shall be chartered under the laws of the United States (or any State thereof or the District of Columbia), shall be insured by the Federal Deposit Insurance Corporation and shall be located (or have a branch at which the Letter of Credit can be drawn upon) within fifty (50) miles of the Premises. The Letter of Credit shall be substantially in the form attached hereto as Exhibit B and subject to Landlord's approval (in Landlord's reasonable and good faith discretion) at all times. The Letter of Credit shall have a term of not less than one (1) year (except if less than one (1) year remains in the Term, in which event the term of the Letter of Credit

shall be for the duration of the Term, plus the additional sixty (60) days required to satisfy the terms of the sentence that immediately follows). Tenant shall keep the Letter of Credit in full force and effect at all times during the Term and for sixty (60) days after the expiration or earlier termination of the Term (and, in connection with such expiration or earlier termination, Landlord shall, without cost or expense to Landlord, deliver any documents or instruments reasonably necessary to cause the Letter of Credit to so expire), and shall deliver a renewal or replacement Letter of Credit to Landlord not less than thirty (30) days prior to the expiration of the then-current Letter of Credit (the term "Letter of Credit" shall refer to the original Letter of Credit or the then-current renewal or replacement Letter of Credit). Failure to provide, renew or replace the Letter of Credit as aforesaid shall constitute an Event of Default and, at Landlord's option, Landlord shall be entitled to draw down all or any portion of the Letter of Credit and apply the funds drawn in accordance with the next succeeding sentence or hold the same. In the event of an Event of Default (including, without limitation, under this Section 2) Landlord shall be entitled to (but shall not be required to) draw upon such portion of the Letter of Credit as is necessary to pay the actual and reasonable damages resulting from such Event of Default (including, without limitation, the payment of any delinquent Rent), and any other actual and reasonable damages that Landlord incurs by reason of such Event of Default.

(b) **Application.** Tenant's obligation to furnish and any use, application or retention by Landlord of all or any part of the proceeds of the Letter of Credit shall not be deemed in any way to constitute liquidated damages for any default by Tenant under the Lease, or to limit the remedies to which Landlord is otherwise entitled under the terms of the Lease. If the Letter of Credit is drawn by Landlord in connection with any Event of Default, then, subject to credit for any application of the proceeds of the Letter of Credit, such Event of Default shall not be deemed to be cured unless and until the Letter of Credit is restored to the LC Amount within ten (10) business days after such draw and Landlord is reimbursed for any and all costs, damages and expenses incurred or suffered by Landlord in connection with such Event of Default.

(c) **Not a Security Deposit.** It is the specific intent of the parties that, to the extent Applicable Law permits Landlord to reserve greater rights with respect to the Letter of Credit than would otherwise be available with respect to security deposits, Landlord be allowed to reserve such greater rights. Therefore, Tenant acknowledges that it is a material part of Landlord's consideration for entering into this First Amendment that the Letter of Credit not be treated the same as a security deposit under Applicable Law or be subject to any and all provisions of the Security Deposit Laws. Accordingly, to the maximum extent permitted by Applicable Law, the parties hereto (a) recite that the Letter of Credit and/or any cash held by Landlord after a draw upon the Letter of Credit, as the case may be, is not intended to serve as a security deposit or part of the Security Deposit and any and all provisions of Security Deposit Laws shall have no applicability or relevance thereto, and (b) waive any and all rights, duties and obligations either party may now or, in the future, will have under, relating to or arising from the Security Deposit Laws, as the same may otherwise concern the Letter of Credit and/or any cash held by Landlord after a draw upon the Letter of Credit (as the case may be).

(d) **Bankruptcy/Issuing Bank.** Tenant acknowledges and agrees that Tenant has no property interest whatsoever in the Letter of Credit or the proceeds thereof and that, if Tenant becomes a debtor under any chapter of the Federal Bankruptcy Code, neither Tenant, any

trustee, nor Tenant's bankruptcy estate shall have any right to restrict or limit Landlord's claim and/or rights to the Letter of Credit and/or the proceeds thereof by application of Section 502(b)(6) of the Federal Bankruptcy Code. Tenant understands that Landlord is relying upon the financial condition of the Issuing Bank as a primary inducement to Landlord to enter into this First Amendment. Accordingly, the Issuing Bank shall at all times satisfy the following requirements (the "Issuing Bank Requirements") in addition to the requirements provided above: (a) the Issuing Bank's long-term, unsecured and unsubordinated debt obligations shall at all times be rated investment grade (or a reasonable equivalent if an investment grade rating is no longer provided) or better by at least two (2) of Fitch Ratings Ltd. ("Fitch"), Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services ("S&P") or their respective successors (collectively, the "Rating Agencies"), (b) the Issuing Bank's short-term deposit rating shall be rated investment grade (or a reasonable equivalent if an investment grade rating is no longer provided) from at least two (2) Rating Agencies, (c) the Issuing Bank shall at no time be insolvent or placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity, and (d) a trustee, receiver or liquidator shall not be appointed for the Issuing Bank. If at any time the Issuing Bank Requirements are not met, then Tenant shall within five (5) business days of written notice from Landlord deliver to Landlord a replacement Letter of Credit that otherwise meets the requirements of the Lease, including, without limitation, the Issuing Bank Requirements (and Tenant's failure to do so shall, notwithstanding anything to the contrary contained in the Lease, constitute an Event of Default, and shall, without limitation as to any other right or remedy of Landlord under the Lease, at law or in equity, entitle Landlord to present the Letter of Credit for payment at any time after such Event of Default).

(e) Transfer. The parties agree that the Letter of Credit shall be transferable by Landlord one or more times to any successor to Landlord's interest under the Lease, but in each instance only in the full amount available to be drawn under the Letter of Credit at the time of each transfer. Any such transfer shall be effected through the bank issuing the Letter of Credit at no cost to Landlord for the first occurrence of any such transfer, and at no more than a reasonable and customary cost to Landlord for the second or additional occurrences of any such transfer. Tenant agrees to cooperate with Landlord in connection with any transfer of the Letter of Credit, including, without limitation, by the execution and delivery of any documents or instruments reasonably necessary for Landlord or its transferee to obtain evidence reasonably satisfactory to Landlord or such transferee, as applicable, that the Letter of Credit has been duly transferred. In addition, any reasonable, customary and market transfer fee to be paid in connection with any such transfer shall be paid by Tenant for the first occurrence of any such transfer, and, so long as such transfer fee is reasonable, customary and market, by Landlord for the second or additional occurrences of any such transfer, but the payment of any such transfer fee shall not be a condition to the validity or effectiveness of such transfer or the Letter of Credit.

(f) Right of First Offer. Section 53.2(c) of the Lease is hereby amended by adding the following between "other reductions)" and ", and": "and the LC Amount shall be increased by an amount equal to the Rent obligations applicable to the ROFO Space for the entire Term applicable to the ROFO Space".

3. **Miscellaneous.** Tenant is the successor in interest to Original Tenant under the Lease. Landlord and Tenant hereby ratify and confirm their respective rights and obligations under the Lease. Except as specifically herein amended, the Lease is and shall remain in full force and effect according to the terms thereof (including, without limitation, with respect to Sections 32, 33 and 48 of the Lease, which the parties specifically acknowledge shall apply with respect to this First Amendment with the same force and effect as if fully incorporated into and written for this First Amendment). In the event of any conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall control. The headings to sections of this First Amendment are for convenient reference only and shall not be used in interpreting this First Amendment. Tenant hereby represents and warrants to Landlord that Tenant has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this First Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty. Pursuant to California Civil Code Section 1938, Landlord hereby certifies to Tenant that, as of the date of mutual execution of this First Amendment, the Project has not undergone inspection by a "Certified Access Specialist" (CASp). Tenant hereby certifies and acknowledges to Landlord that, to Tenant's actual knowledge without duty of investigation or inquiry, as of the date of the mutual execution of this First Amendment, (a) Tenant has been occupying and continues to occupy the Premises; (b) Tenant is familiar with the condition of the Premises; (c) Tenant accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance; (d) Landlord has made no representation or warranty regarding the condition of the Premises or the suitability of the Premises for Tenant's business; (e) Landlord is not in default in any respect under the Lease; (f) Tenant does not have any defenses to its obligations under the Lease; (g) there are no offsets against Rent; (h) Landlord is holding the Security Deposit in the amount of \$126,542.12; and (i) Landlord has completed any improvements and paid any allowances required to be constructed or paid by Landlord in accordance with the terms of the Lease. Landlord hereby certifies and acknowledges to Tenant and for the benefit of Original Guarantor that, to Landlord's actual knowledge without duty of investigation or inquiry, as of the date of the mutual execution of this First Amendment, Tenant is not in default in any respect under the Lease, and Original Guarantor is not in default in any respect under the Original Guaranty (collectively, "Landlord's Special Estoppel"). As used herein, "Landlord's actual knowledge without duty of investigation or inquiry" shall mean and refer to the actual knowledge without duty of investigation or inquiry of Anthony J. Ecker, the asset manager of Landlord. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties acknowledge and agree that the Original Guarantor is an express intended third party beneficiary of Landlord's Special Estoppel and the provisions herein regarding the substitution of the New Guarantor for the Original Guarantor and the resulting termination of the Original Guaranty, and Original Guarantor shall be entitled to the benefits of and, subject to the terms of the Lease (including, without limitation, Sections 32 and 33 of the Lease), to enforce such provisions and Landlord's Special Estoppel notwithstanding that Original Guarantor is not a party or a signatory hereto.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this First Amendment as of the date first above written.

“LANDLORD”:

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

By: CBRE Global, LLC, a Delaware limited liability company  
Its: Investment Manager

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Authorized Signatory

“TENANT”:

**CRYSTAL CRUISES, LLC,**  
a California limited liability company

By: Edie Rodriguez  
Name: Edie Rodriguez  
Its: President

By: [Signature]  
Name: Thomas Mazkwas  
Its: Executive Vice President

**IN WITNESS WHEREOF**, Landlord and Tenant have caused their duly authorized representatives to execute this First Amendment as of the date first above written.

**“LANDLORD”:**

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

By: CBRE Global, LLC, a Delaware limited liability company  
Its: Investment Manager

By:  \_\_\_\_\_  
Authorized Signatory

By:  \_\_\_\_\_  
Authorized Signatory

**“TENANT”:**

**CRYSTAL CRUISES, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### GUARANTY OF STANDARD FORM OFFICE LEASE

**THIS GUARANTY OF STANDARD FORM OFFICE LEASE** (this "Guaranty") is made as of April 27, 2015, by Crystal Acquisition Company Limited, a company formed under the Companies Act 2006, whose address is set forth in Section 9 below ("Guarantor"), in favor of **CSHV WILSHIRE LANDMARK, LLC**, a Delaware limited liability company ("Landlord"), having an office located at c/o CBRE Global Investors, LLC, 515 S. Flower Street, Suite 3100, Los Angeles, California, 90071, Attention: Wilshire Landmark I Portfolio Manager.

**WHEREAS**, Landlord and **CRYSTAL CRUISES, LLC**, a California limited liability company ("Tenant"), as successor in interest to Crystal Cruises, Inc., a California corporation, have entered into that certain Standard Form Office Lease dated as of May 28, 2013 (the "Original Lease") and desire to enter into that certain First Amendment to Standard Form Office Lease dated as of April 27, 2015 (the "First Amendment" and, together with the Original Lease, as now or hereafter amended or otherwise modified, collectively, the "Lease"), concerning the premises commonly known as Suite 800 and Suite 900 and consisting of approximately 35,920 rentable square feet, as more particularly described in the Lease;

**WHEREAS**, Guarantor has a financial or other significant interest in or relationship with Tenant;

**WHEREAS**, Landlord is willing to enter into the First Amendment; provided, that Guarantor executes and delivers this Guaranty to Landlord guarantying the payment and performance of all of Tenant's obligations in connection with the Lease; and

**WHEREAS**, Landlord would not execute the First Amendment if Guarantor did not execute and deliver to Landlord this Guaranty.

**NOW, THEREFORE**, for and in consideration of the execution of the First Amendment by Landlord and as a material inducement to Landlord to execute the First Amendment, Guarantor hereby unconditionally and irrevocably guaranties the payment and performance by Tenant of the following, whether arising before or after the execution of the First Amendment, it being the specific intent of Guarantor that it be liable for any and all obligations that its immediately preceding guarantor would have been liable for in connection with the Lease (individually and collectively, the "Guaranteed Obligations"): (a) the payment of all Rent, including, without limitation, Base Rent, Tenant's Proportionate Share of Operating Costs, parking charges, HVAC and other charges for services provided by Landlord, the cost of the Parking Software Work (subject to the Cap), the termination fee payable by Tenant if Tenant exercises its right to terminate the Lease under Section 55 of the Original Lease, any amounts payable by Tenant if Tenant holds over under Section 37 of the Original Lease and any costs incurred in connection with Tenant's insurance, maintenance and repair obligations under the Lease, and (b) the payment and performance of all other terms, conditions and covenants of the Lease to be kept and performed by Tenant during the term of the Lease (including, without limitation, the payment by Tenant of all other sums payable by Tenant in connection with the Lease that do not fall under subsection (a) immediately above), all in

the manner set forth in the Lease; provided, that, notwithstanding anything to the contrary contained herein, the aggregate payment obligation of Guarantor under subsection (b) immediately above shall not exceed the total maximum amount of \$2,000,000.00 (collectively, the "Special Cap on Non-Rental Obligations"). For the avoidance of doubt, the parties specifically agree that any amounts payable by Guarantor pursuant to subsection (a) immediately above shall not be considered in determining whether the Special Cap on Non-Rental Obligations applies under subsection (b) immediately above. Guarantor further agrees as follows:

1. It is specifically agreed and understood that, subject to Guarantor's written acknowledgment thereof, the terms of the Lease may be altered, affected, modified or changed by agreement between Landlord and Tenant (or by course of conduct) and the Lease may be assigned, subleased or otherwise transferred or succeeded to by or with the consent of Landlord or any assignee or successor in interest of Landlord and that this Guaranty shall thereupon and thereafter guaranty the Guaranteed Obligations as so altered, affected, modified, changed, assigned, subleased or otherwise transferred.

2. This Guaranty shall not be released, modified or affected by failure or delay on the part of Landlord to enforce any of the rights or remedies of Landlord in connection with the Lease, whether pursuant to the terms thereof or at law or in equity, or by any release of any person or entity liable under the terms of the Lease.

3. Subject to the Special Cap on Non-Rental Obligations, the liability of Guarantor under this Guaranty shall continue until all Rentals (as defined below) and other sums due in connection with the Lease have been paid in full and until all other obligations to Landlord have been satisfied. If all or any portion of Tenant's obligations due under the Lease are paid or performed by Tenant, the obligations of Guarantor hereunder shall continue and remain in full force and effect in the event that all or any part of such payment(s) or performance(s) is avoided or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise.

4. Guarantor warrants and represents to Landlord that Guarantor now has and will continue to have full and complete access to any and all information concerning the Lease, the value of the assets owned or to be acquired by Tenant, Tenant's financial status and its ability to pay and perform the Guaranteed Obligations. Guarantor further warrants and represents that Guarantor has reviewed and approved copies of the Lease and is fully informed of the remedies Landlord may pursue, with or without notice to Tenant, in the event of default under the Lease. So long as any of the obligations of Guarantor hereunder remain unsatisfied or owing to Landlord, Guarantor shall keep fully informed as to all aspects of Tenant's financial condition and the performance of the Guaranteed Obligations.

5. The liability of Guarantor under this Guaranty is a guaranty of payment and performance and not of collectability, and is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Lease or the pursuit by Landlord of any remedies that it now has or may hereafter have with respect thereto, at law, in equity or otherwise.

6. Guarantor hereby waives to the extent permitted by law: (i) notice of acceptance of this Guaranty; (ii) demand of payment, presentation and protest; (iii) any right to

require Landlord to apply to any default any security deposit or other security or letter of credit proceeds it may hold or be entitled to in connection with the Lease; (iv) any statute of limitations affecting the liability of Guarantor hereunder or the enforcement hereof; and (v) all principles and provisions of law that conflict with the terms of this Guaranty. Guarantor further agrees that Landlord may enforce this Guaranty upon the occurrence of a default under the Lease, notwithstanding any dispute between Landlord and Tenant with respect to the existence of said default or the payment or performance of the Guaranteed Obligations or any counterclaim, set-off or other claim that Tenant may allege against Landlord with respect thereto; provided, however, that if Tenant prevails in its assertion of such counterclaim, set-off or other claim, then Guarantor's monetary obligations to Landlord shall be appropriately reduced, and if Guarantor previously has paid to Landlord any amount(s) with respect to the subject matter of such asserted counterclaim, set-off or other claim, Landlord promptly shall return such amount(s) to Guarantor. Moreover, Guarantor agrees that the obligations of Guarantor shall not be affected by any circumstances that constitute a legal or equitable discharge of a guarantor or surety.

7. Guarantor agrees that Landlord may enforce this Guaranty without the necessity of proceeding against Tenant or any other Guarantor or guarantor. Guarantor hereby waives the right to require Landlord to proceed against Tenant or any other Guarantor or guarantor, or to exercise any right or remedy in connection with the Lease or to pursue any other remedy or to enforce any other right. Guarantor hereby expressly waives any and all benefits, defenses and rights under California Civil Code Sections 2845, 2849 and 2850 or otherwise to require Landlord to (i) proceed against Tenant or any other guarantor, pledgor or person liable under the Lease; (ii) proceed against or exhaust any security for the Lease or this Guaranty; or (iii) pursue any other remedy in Landlord's power or enforce any other right whatsoever.

8. (a) Guarantor agrees that nothing contained herein shall prevent Landlord from suing on the Lease or from exercising any rights available to it thereunder and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantor.

(b) Guarantor agrees that Guarantor shall have no right of subrogation against Tenant or any right of contribution against any other Guarantor or guarantor unless and until, subject to the Special Cap on Non-Rental Obligations, all Rentals and all other sums due in connection with the Lease have been paid in full and all other obligations in connection with the Lease have been satisfied. Guarantor further agrees that, to the extent the waiver of Guarantor's rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation Guarantor may have against Tenant shall be junior and subordinate to any rights Landlord may have against Tenant, and any rights of contribution Guarantor may have against any other Guarantor or guarantor shall be junior and subordinate to any rights Landlord may have against such other Guarantor or guarantor.

(c) To the extent any dispute exists at any time between Guarantor and a third party as to Guarantor's right to contribution or otherwise, Guarantor agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations,

orders, penalties, proceedings, stop notices and suits in any way arising or resulting from or in connection with or related to such dispute.

(d) The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any case, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant or by any defense that Tenant may have by reason of the order, decree or decision of any court or administrative body resulting from any such case. Landlord shall have the sole right to accept or reject any plan on behalf of Guarantor proposed in such case and to take any other action that Guarantor would be entitled to take, including, without limitation, the decision to file or not file a claim. Guarantor acknowledges and agrees that, subject to the Special Cap on Non-Rental Obligations, any payment that accrues with respect to Tenant's obligations in connection with the Lease (including, without limitation, the payment of Rentals) after the commencement of any such proceeding (or, if any such payment ceases to accrue by operation of law by reason of the commencement of said proceeding, such payment as would have accrued if said proceeding had not been commenced) shall be included in Guarantor's obligations hereunder because it is the intention of the parties that said obligations should be determined without regard to any rule or law or order that may relieve Tenant of any of its obligations in connection with the Lease. Guarantor hereby permits any trustee in bankruptcy, receiver, debtor-in-possession, assignee for the benefit of creditors or similar person or entity to pay Landlord, or allow the claim of Landlord in respect of, any such payment accruing after the date on which such proceeding is commenced. Guarantor hereby assigns to Landlord Guarantor's right to receive any payments from any trustee in bankruptcy, receiver, debtor-in-possession, assignee for the benefit of creditors or similar person or entity by way of dividend, adequate protection payment or otherwise.

9. Any notice, statement, demand, consent, approval or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this Guaranty or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Guaranty) and shall be deemed to have been properly given, rendered or made only if hand-delivered or sent by first-class mail, postage pre-paid, addressed to the other party at its respective address set forth below, and shall be deemed to have been given, rendered or made on the day it is hand-delivered or on the third business day after the day it is mailed. By giving notice as provided above, either party may designate a different address for notices, statements, demands, consents, approvals or other communications intended for it.

To Guarantor:            Crystal Acquisition Company Limited  
Fort Anne  
Douglas  
Isle of Man  
IM1 5PD  
Attention: Manager

With copy to:

Crystal Acquisition Company Limited  
c/o Crystal Cruises LLC  
11755 Wilshire Boulevard, Suite 900

Los Angeles, California 90025  
Attention: President and Legal Counsel

To Landlord: c/o CBRE Global Investors, LLC  
515 S. Flower Street, Suite 3100  
Los Angeles, California 90071  
Attention: Wilshire Landmark I Portfolio Manager

with a copy to:

CBRE, Inc.  
11755 Wilshire Boulevard, Suite 1110  
Los Angeles, CA 90025  
Attention: Office of the Building

**10.** Guarantor represents and warrants to Landlord as follows:

**(a)** No consent of any other person or entity, including, without limitation, any creditors of Guarantor, and no license, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by Guarantor in connection with this Guaranty or the execution, delivery, performance, validity or enforceability of this Guaranty and all obligations required hereunder. This Guaranty has been duly executed and delivered by Guarantor, and constitutes the legally valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms. Guarantor is (and shall continue to be for as long as this Guaranty is in effect) duly organized, validly existing and in good standing under the laws of the state of its organization, and is (and shall continue to be for as long as this Guaranty is in effect) qualified to do business in the state in which the Premises is located.

**(b)** The execution, delivery and performance of this Guaranty will not violate any provision of any existing law or regulation binding on Guarantor, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on Guarantor, or of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which Guarantor is a party or by which Guarantor or any of Guarantor's assets may be bound, and will not result in, or require, the creation or imposition of any lien on any of Guarantor's properties, assets or revenues pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement, instrument or undertaking.

**11.** The obligations of Tenant under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require Guarantor to do and provide the same relative to Guarantor.

**12.** This Guaranty shall be binding upon Guarantor, the heirs, representatives, administrators, executors, successors and assigns of Guarantor and shall inure to the benefit of and shall be enforceable by Landlord, its successors, transferees and assigns. This Guaranty replaces and supersedes in all respects the Guaranty of Standard Form Office Lease dated as of May 28, 2013,

entered into by Nippon Yusen Kabushiki Kaisha (NYK Line), a Japanese corporation, in favor of Landlord.

**13.** All initial capitalized terms not specifically defined in this Guaranty shall have the meanings assigned to them in the Lease. As used in this Guaranty, the following terms shall include the meanings specified below:

(a) "Landlord" refers to and means the landlord specifically named in the Lease and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee in the Lease or any part thereof or in the building or the part thereof that includes the property covered by the Lease, whether by assignment, purchase and sale, or otherwise. So long as Landlord's interest in or to the property or the rents, issues and profits therefrom, or in, to or under the Lease, are subject to any mortgage or deed of trust or assignment for security, no acquisition of Landlord's interest in the property or under the Lease shall affect the continuing obligations of Guarantor under this Guaranty, which obligations shall continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment, of any purchaser at sale by judicial foreclosure or under private power of sale, and of the successors and assigns of any such mortgagee, beneficiary, trustee, assignee or purchaser.

(b) "Tenant" refers to and means the tenant specifically named in the Lease and also any assignee, subtenant or other transferee of said Lease or any part thereof and also any successor to the interests of said Tenant, assignee, subtenant or other transferee of such Lease or any part thereof, whether by assignment, sublease or otherwise.

(c) "Rentals" refers to and includes (i) all Base Rent payable under the Lease, as such Base Rent may be adjusted from time to time, (ii) all additional Rent payable in connection with the Lease, (iii) any percentage rent payable under the Lease, (iv) any adjustments and other additional rent and other charges payable from time to time in connection with the Lease, and (v) all amounts (whether or not characterized as rents) that may be owing by Tenant in connection with the Lease or by law after any default by Tenant under the Lease.

**14.** In the event of any dispute or litigation regarding the interpretation, enforcement or validity of this Guaranty, the non-prevailing party shall be obligated to pay all charges, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing party, whether or not any action or proceeding is commenced regarding such dispute and whether or not such litigation is prosecuted to judgment.

**15.** Every term of this Guaranty is intended to be severable. In the event any term hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms hereof, which terms shall remain binding and enforceable. This Guaranty shall be governed by and construed in accordance with the laws of the State of California.

**16.** This Guaranty may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Guaranty with the



same effect as if all parties had executed the same signature page. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty and re-attached to any other counterpart of this Guaranty identical in form hereto but having attached to it one or more additional signature pages. This Guaranty shall constitute the entire agreement of Guarantor with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Landlord unless expressed herein.

17. No failure or delay on the part of Landlord to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No term of this Guaranty or right of Landlord under this Guaranty can be waived or modified, nor can Guarantor be released from Guarantor's obligations hereunder, except by a writing duly executed by Landlord.

18. Each Guarantor, if there is more than one, shall be jointly and severally liable for the obligations under this Guaranty.

19. Guarantor hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2809 (which provides that the liability of a surety may be no larger nor more burdensome than that of the principal), 2810 (which provides the surety is not liable if the principal is disabled at the time of the execution of the obligation), 2819 (which provides that a surety is exonerated by modification of the underlying obligation without the guarantor's consent), 2822 (which provides that a surety is exonerated by part performance of the underlying obligation), 2839 (which provides that a surety is exonerated by the performance or the offer of performance of the principal obligation), 2899 (which provides for the order of resort to different funds held by the creditor) and 3433 (which provides for the right of a creditor to require that another creditor entitled to resort to several sources of payments first resort to sources not available to the first creditor), and all similar laws now or hereafter in effect.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, Guarantor has duly executed this Guaranty as of the day and year first above written.

**“GUARANTOR”:**

**CRYSTAL ACQUISITION COMPANY LIMITED,**  
a company formed under the Companies Act 2006

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT B**

**IRREVOCABLE LETTER OF CREDIT**

Beneficiary: [Landlord]

Letter of Credit No.: [\_\_\_\_\_]

Date: [\_\_\_\_\_] [\_\_\_\_], 20[\_\_\_\_]

Ladies and Gentlemen:

At the request and for the account of [Tenant], we hereby establish our Irrevocable Letter of Credit in your favor in the sum of [\_\_\_\_\_] and [\_\_\_\_]/100 United States Dollars (US \$[\_\_\_\_\_.\_\_\_\_]) available with us at our above office by payment of your draft(s) drawn on us at sight accompanied by your signed and dated statement worded as follows:

“The undersigned, an authorized representative of [insert Beneficiary name] (“Landlord”), hereby certifies that one or more of the following has occurred: (1) [\_\_\_\_\_] a [\_\_\_\_\_] [\_\_\_\_\_] (“Tenant”), is in default under that certain Standard Form Office Lease dated as of May 28, 2013 (as amended and otherwise modified, the “Lease”) entered or succeeded into by and between Landlord and Tenant, and Landlord is entitled to draw under the Letter of Credit; and/or (2) Tenant failed to deliver a replacement Letter of Credit at least thirty (30) days prior to the then current expiration date of the existing Letter of Credit.”

Partial drawings are permitted. (More than one draft may be drawn and presented under this Letter of Credit).

Each draft must be marked “Drawn under [Name of Bank] Letter of Credit No. [\_\_\_\_\_].”

Each draft must also be accompanied by the original of this Letter of Credit for our endorsement on this Letter of Credit of our payment of such draft.

This Letter of Credit expires at our above office on [\_\_\_\_\_] [\_\_\_\_], 20[\_\_\_\_], but shall be automatically extended, without written amendment, to [\_\_\_\_\_] [\_\_\_\_], 20[\_\_\_\_] in each succeeding calendar year unless we have sent written notice to you at your address above by registered mail or express courier that we elect not to renew this Letter of Credit beyond the date specified in such notice, which shall be at least forty-five (45) calendar days after the date we send you such notice (the “Expiration Date”). Upon our sending you such notice of the non renewal of this Letter of Credit, you may also draw under this Letter of Credit by presentation to us at our above address, on or before the expiration date specified in such notice, of your draft drawn on us at sight accompanied by your signed and dated statement worded as follows:

“The undersigned, an authorized representative of [Landlord], hereby certifies that we have received notice from [Name of Bank] that Letter of Credit No. [ ] will not be renewed beyond the current expiration date and that we have not received a replacement Letter of Credit as provided in that certain Standard Form Office Lease dated as of May 28, 2013 (as amended and otherwise modified, the “Lease”) entered or succeeded into by and between Landlord and [ ], a [ ] [ ] (“Tenant”).”

This Letter of Credit is transferable one or more times, but in each instance only in the full amount available to be drawn under this Letter of Credit at the time of each transfer. Any such transfer may be effected only through ourselves and only upon presentation to us at our above-specified office of a duly executed instrument of transfer in substantially the format attached hereto as Exhibit A together with the original of this Letter of Credit. Any transfer of this Letter of Credit may not change the place of expiration of this Letter of Credit from our above-specified office. Each transfer shall be evidenced by our endorsement on the reverse of the original of this Letter of Credit, and we shall deliver the original of this Letter of Credit so endorsed to the transferee. Each such transfer will be effected at no cost to you. Any transfer fee to be paid to us for a transfer will be payable solely by the applicant, but the payment of any such transfer fee will not be a condition to the validity or effectiveness of such transfer or this Letter of Credit. Transfer is prohibited to any restricted party on the U.S. Treasury Department Office of Foreign Assets Control list of specially designated national and blocked entities and any other parties whom U.S. companies are prohibited from doing business with according to U.S. law.

If any instructions accompanying a drawing under this Letter of Credit request that payment be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions even if the account number identifies a person or entity different from the intended payee.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision), International Chamber of Commerce Publication No. 600, and engages us in accordance therewith.

We hereby engage with you that each draft drawn and presented to us in material compliance with the terms of this Letter of Credit will be duly honored by payment to you of the amount requested.

Very truly yours,

[NAME OF BANK]

By:

\_\_\_\_\_  
(Authorized Signature)

**EXHIBIT A TO [NAME OF BANK]  
LETTER OF CREDIT NO. [ \_\_\_\_\_ ]**

**TO: [fill in name and address of Bank]**

**Date: [ \_\_\_\_\_ ] [ \_\_\_\_ ], 20[ \_\_\_\_ ]**

**LETTER OF CREDIT INFORMATION**

**Bank Letter of Credit No.: [ \_\_\_\_\_ ]**

For value received, the undersigned beneficiary of the above-described Letter of Credit (the "Transferor") hereby irrevocably assigns and transfers all its rights under the Letter of Credit as heretofore and hereafter amended, extended or increased (the "Credit") to the following transferee (the "Transferee"):

\_\_\_\_\_  
*Name of Transferee*

\_\_\_\_\_  
*Address*

By this transfer all of our rights in the Credit are transferred to the Transferee, and the Transferee shall have sole rights as beneficiary under the Credit, including, but not limited to, sole rights relating to any amendments, whether increases or extensions or other amendments, and whether such amendments are now existing or hereafter made.

**ADVICE OF FUTURE AMENDMENTS:** You are hereby irrevocably instructed to advise future amendment(s) of the Credit to the Transferee without Transferor's consent or notice to the Transferor.

Enclosed are the original of the Credit and the original of all amendments to this date. Please notify the Transferee of this transfer and of the terms and conditions of the Credit as transferred. This transfer will not become effective until the Transferee is so notified.

**TRANSFEROR'S SIGNATURE GUARANTEED BY:**

\_\_\_\_\_  
**[Bank's Name]**

\_\_\_\_\_  
**[Transferor's Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FORMAT AGREED TO AND ACCEPTED BY:**

**APPLICANT**

By: \_\_\_\_\_  
(Authorized Signature)

## SECOND AMENDMENT TO STANDARD FORM OFFICE LEASE

**THIS SECOND AMENDMENT TO STANDARD FORM OFFICE LEASE** dated effective as of June 9, 2016 (this "Second Amendment"), is entered into by and between **CSHV WILSHIRE LANDMARK, LLC**, a Delaware limited liability company ("Landlord"), and **CRYSTAL CRUISES, LLC**, a California limited liability company ("Tenant"), with reference to the following:

### RECITALS

**A. WHEREAS**, Landlord and Crystal Cruises, Inc., a California corporation and Tenant's predecessor in interest under the Lease ("Original Tenant"), entered into that certain Standard Form Office Lease dated as of May 28, 2013 (the "Original Lease"), as amended by that certain First Amendment to Standard Form Office Lease dated as of April 27, 2015 (the "First Amendment" and, together with the Original Lease, collectively, the "Lease"), by and between Landlord and Tenant, for the lease of certain premises (the "Premises") consisting of approximately 35,920 rentable square feet known as Suites 800 and 900 and comprising the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of that certain building (the "Building") with an address of 11755 Wilshire Boulevard, Los Angeles, California, 90025, commonly known and identified as Wilshire Landmark I, as more particularly described in the Lease. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the "Lease" in the Lease and in this Second Amendment shall hereinafter be deemed to refer to the Lease, as amended hereby.

**B. WHEREAS**, Landlord and Tenant desire by this Second Amendment to amend the Lease in order to (a) reduce the "LC Amount" for the "Letter of Credit" (as such terms are defined in Section 2(a) of the First Amendment), and (b) further amend, modify and supplement the Lease as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### AGREEMENT

**1. Letter of Credit.** At the time Tenant delivers the executed originals of this Second Amendment to Landlord for Landlord's execution (but prior to such execution by Landlord), Tenant shall deliver to Landlord, along with such execution originals of this Second Amendment, (a) an amended or new Letter of Credit in the amount of \$11,000,000.00 (which shall be deemed to be the "LC Amount" for all purposes under the Lease) in substantially the form attached to the First Amendment as Exhibit B and subject to Landlord's approval (in Landlord's reasonable and good faith discretion) at all times, which amended Letter of Credit (or new Letter of Credit, as the case may be) shall otherwise comply with, and be subject to, the terms and conditions of Section 2 of the

First Amendment, and (b) an amount equal to the attorneys' fees incurred by Landlord in connection with this Second Amendment. Except as set forth in this Section 1, the amended Letter of Credit (or new Letter of Credit, as the case may be) shall be treated as if it were the original Letter of Credit referenced in Section 2 of the First Amendment. Further, if Tenant delivers a new Letter of Credit (instead of an amended Letter of Credit) in accordance with this Section 1, then such new Letter of Credit shall replace the existing Letter of Credit referenced in Section 2 of the First Amendment.

2. **Notices/Rent Payments.** Until such time as Landlord delivers written notice to Tenant of any change to any such address, Landlord's address for notices and other communications in connection with the Lease (collectively, "Notices") and for Rent payments shall be as follows:

(a) **Landlord's Notice Address:**

c/o CBRE Global Investors, LLC  
515 S. Flower Street, Suite 3100  
Los Angeles, California 90071  
Attention: Wilshire Landmark I Portfolio Manager

with a copy to:

CBRE, Inc.  
11755 Wilshire Boulevard, Suite 2250  
Los Angeles, CA 90025  
Attention: Office of the Building

(b) **Landlord's Rent Payment Address:**

CBREI ITF CalSTRS, Wilshire Landmark I  
P.O. Box #100213  
Pasadena, CA 91189-0213

3. **Condition of Premises.** Tenant acknowledges that (a) it has been occupying and continues to occupy the Premises, (b) it is familiar with the condition of the Premises, (c) it accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance, and (d) Landlord has made no representation or warranty regarding the condition of the Premises or the suitability thereof for Tenant's business. Pursuant to California Civil Code Section 1938, Landlord hereby certifies to Tenant that, as of the date of this Second Amendment, the Project of which the Premises forms a part has not undergone inspection by a "Certified Access Specialist" (CASp).

4. **Tenant's Estoppel.** Tenant hereby certifies and acknowledges that, as of the date of the mutual execution of this Second Amendment, (a) Landlord is not in default in any respect under the Lease; (b) Tenant does not have any defenses to its obligations under the Lease; (c) there



are no offsets against Rent; (d) Landlord is holding the Security Deposit in the amount of \$126,542.12; and (e) Landlord has completed any improvements and paid any allowances required to be constructed or paid by Landlord in accordance with the terms of the Lease. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Second Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this Second Amendment; and (iii) Landlord is relying on such representations in entering into this Second Amendment.

5. **Brokers.** Tenant hereby represents and warrants to Landlord that it has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this Second Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders, penalties, proceedings, stop notices and suits (collectively, "Claims") in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty.

6. **Landlord's Limitation of Liability.** It is expressly understood and agreed that notwithstanding anything in the Lease to the contrary, and notwithstanding any Applicable Law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Project (which shall include, without limitation, the Building, unencumbered insurance proceeds, condemnation proceeds, proceeds of sale and rents and other income from the Project), and neither Landlord, nor any of its constituent partners, shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. With the except of Landlord's right to consequential damages as provided in Section 37 of the Original Lease, under no circumstances shall Landlord or Tenant be liable for consequential damages, including, without limitation, injury to either party's business or for any loss of income or profit therefrom; provided, that the foregoing shall not be deemed to limit Landlord's remedies with respect to any Rent payable to Landlord.

7. **Landlord Exculpation; CBRE Global as Signatory.** This Second Amendment is being executed by CBRE Global Investors, LLC, a Delaware limited liability company ("CBRE Global"), as investment manager for California State Teachers' Retirement System, a public entity created pursuant to the laws of the State of California ("CALSTRS"), the sole member of Landlord, and Landlord represents and warrants to Tenant that CBRE Global is properly and duly authorized to so bind Landlord. No present or future officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent of Landlord or CALSTRS shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent under or in connection with the Lease or any other document or instrument heretofore or hereafter executed in

connection with the Lease. Tenant hereby waives and releases any and all such personal liability and recourse; however, the preceding clause shall in no manner restrict Tenant's recourse against Landlord itself pursuant to the terms and conditions of the Lease. The limitations of liability provided in this Section are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by Applicable Law or in any other contract, agreement or instrument. Tenant further acknowledges that CBRE Global has entered into this Second Amendment as investment manager to CALSTRS, the sole member of Landlord, and Tenant agrees that all persons dealing with CBRE Global must look solely to Landlord for the enforcement of any Claims arising under the Lease (subject to the limitations upon Landlord's liability set forth above and in the Lease), as neither CBRE Global nor any of its affiliated entities (including, but not limited to, CBRE, Inc. and CBRE Services, Inc.) nor any of their respective officers, directors, agents, managers, trustees, employees, members, investment managers, partners or shareholders assume any personal, corporate, partnership, limited liability company, or other liability for any of the obligations entered into by CBRE Global as investment manager for CALSTRS, the sole member of Landlord.

**8. Acknowledgment, Representation and Warranty Regarding Prohibited Transactions.** Tenant has been informed by Landlord that Landlord is wholly owned by CALSTRS, a unit of the California Government Operations Agency established pursuant to Title I, Division 1, Parts 13 and 14 of the California Education Code, Sections 22000, et seq., as amended (the "Education Code"), and that, as a result, CALSTRS is prohibited from engaging in certain transactions with or for the benefit of an "employer", "employing agency", "member", "beneficiary" or "participant" (as those terms are defined or used in the Education Code). In addition, Tenant has been informed by Landlord that certain restrictions under the Internal Revenue Code, 26 U.S.C. Section 1, et seq. (the "Code") may apply to distributions made by CALSTRS to its members, beneficiaries and participants. Accordingly, Tenant hereby advises Landlord that, to Tenant's actual knowledge without duty of investigation or inquiry, and subject to the last sentence of this Section, (a) Tenant is neither an employer, employing agency, member, beneficiary or participant within the meaning of the Education Code; (b) Tenant has not knowingly made any contribution or contributions to Landlord or CALSTRS; (c) neither an employer, employing agency, member, beneficiary nor participant (as such terms are defined in the Education Code), nor any person who has made any contribution to Landlord or CALSTRS, nor any combination thereof, is knowingly related to Tenant by any relationship described in Section 267(b) of the Code; (d) subject to any brokerage commissions and Rent payable in connection with the Lease, neither Landlord, CALSTRS, CBRE Global, their affiliates, related entities, agents, officers, directors or employees, nor any CALSTRS board member, employee or internal investment contractor thereof or therefor (collectively, "Landlord Affiliates") has received or will receive, directly or indirectly, any payment, consideration or other benefit from, nor does any Landlord Affiliate have any agreement or arrangement with, Tenant or any person or entity affiliated with Tenant, relating to the transactions contemplated by the Lease; and (e) except for publicly traded shares of stock or other publicly traded ownership interests, no Landlord Affiliate has any direct or indirect ownership interest in Tenant or any person or entity affiliated with Tenant. Landlord acknowledges that (i) Tenant and/or such entities affiliated with Tenant may be publicly held companies, and one or more Landlord Affiliates may own shares in such companies, and (ii) such publicly held companies and their subsidiaries and affiliates (including, without limitation, Tenant) may employ former teachers who may have made

contributions to Landlord. Landlord also acknowledges that Tenant may contract with CBRE Global entities for a number of services, including, but not limited to, management and brokerage services. In addition, and notwithstanding anything to the contrary contained in this Section, Tenant shall not be responsible for any violation by Landlord or its affiliates if the execution of this Second Amendment by Landlord or its affiliates is found to have constituted a prohibited transaction pursuant to the foregoing terms of this Section, nor shall Tenant be liable for any damages incurred by Landlord or its affiliates as a result of such violation, unless Tenant willfully and knowingly made a false representation under this Section, and the damages incurred by Landlord or its affiliates are directly attributable to such false representation.

9. **Miscellaneous.** Tenant is the successor in interest to Original Tenant under the Lease. Landlord and Tenant hereby ratify and confirm their respective rights and obligations under the Lease. Except as specifically herein amended, the Lease is and shall remain in full force and effect according to the terms thereof. In the event of any conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control. The headings to sections of this Second Amendment are for convenient reference only and shall not be used in interpreting this Second Amendment. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**[SIGNATURE PAGES FOLLOW]**


IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Second Amendment as of the date first above written.

**“LANDLORD”:**

**CSHV WILSHIRE LANDMARK, LLC,**  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member

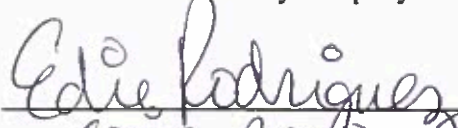
By: CBRE Global Investors, LLC, a Delaware limited liability company  
Its: Investment Manager

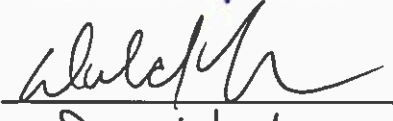
By:   
Authorized Signatory

By:   
Authorized Signatory

**“TENANT”:**

**CRYSTAL CRUISES, LLC,**  
a California limited liability company

By:   
Name: EDIE RODRIGUEZ  
Its: President & CEO

By:   
Name: Donald Mason  
Its: SUP, Finance

**GUARANTOR'S ACKNOWLEDGMENT AND CONSENT**

The undersigned, guarantor of the obligations of Tenant under the Lease (as defined in the Second Amendment to Standard Form Office Lease (the "Second Amendment") to which this Guarantor's Acknowledgment and Consent is attached), hereby acknowledges familiarity with and consents to the terms of the Second Amendment and ratifies and affirms its continuing obligations under that certain Guaranty of Standard Form Office Lease dated as of April 27, 2015 and executed by the undersigned in connection with the Lease, notwithstanding the execution of the Second Amendment.

**CRYSTAL ACQUISITION COMPANY LIMITED,**  
a company formed under the Companies Act 2006

By: Edie Rodriguez

Name: EDIE RODRIGUEZ

Its: Director

## THIRD AMENDMENT TO STANDARD FORM OFFICE LEASE

**THIS THIRD AMENDMENT TO STANDARD FORM OFFICE LEASE** dated as of September 7, 2017 (this "Third Amendment"), is entered into by and between **CSHV WILSHIRE LANDMARK, LLC**, a Delaware limited liability company ("Landlord"), and **CRYSTAL CRUISES, LLC**, a California limited liability company ("Tenant"), with reference to the following:

### RECITALS

**A. WHEREAS**, Landlord and Crystal Cruises, Inc., a California corporation and Tenant's predecessor in interest under the Lease ("Original Tenant"), entered into that certain Standard Form Office Lease dated as of May 28, 2013 (the "Original Lease"), as amended by (a) that certain First Amendment to Standard Form Office Lease dated as of April 27, 2015 (the "First Amendment"), by and between Landlord and Tenant, and (b) that certain Second Amendment to Standard Form Office Lease dated as of June 9, 2016 (the "Second Amendment" and, together with the Original Lease and the First Amendment, collectively, the "Lease"), by and between Landlord and Tenant, for the lease of certain premises (the "Premises") consisting of approximately 35,920 rentable square feet known as Suites 800 and 900 and comprising the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of that certain building (the "Building") with an address of 11755 Wilshire Boulevard, Los Angeles, California, 90025, commonly known and identified as Wilshire Landmark I, as more particularly described in the Lease. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the "Lease" in the Lease and in this Third Amendment shall hereinafter be deemed to refer to the Lease, as amended hereby.

**B. WHEREAS**, Landlord and Tenant desire by this Third Amendment to amend the Lease in order to (a) reduce the "LC Amount" for the "Letter of Credit" (as such terms are defined in Section 2(a) of the First Amendment), and (b) further amend, modify and supplement the Lease as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing Recitals (which are incorporated herein by this reference), for the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### AGREEMENT

#### **1. Letter of Credit.**

**(a) Initial Reduction.** At the time Tenant delivers the executed originals of this Third Amendment to Landlord for Landlord's execution (but prior to such execution by Landlord), Tenant shall deliver to Landlord, along with such execution originals of this Third Amendment, (i) an amended or new Letter of Credit, effective as of October 1, 2017 (but subject to the terms of Section 1(c) below in any event), in the amount of \$8,896,724.16 (which, effective as of

October 1, 2017 but subject to the terms of Section 1(c) below in any event, shall be deemed to be the “LC Amount” for all purposes under the Lease), in substantially the form attached to the First Amendment as Exhibit B and subject to Landlord’s approval (in Landlord’s reasonable and good faith discretion) at all times, which amended Letter of Credit (or new Letter of Credit, as the case may be) shall otherwise comply with, and be subject to, the terms and conditions of Section 2 of the First Amendment, and (ii) an amount equal to the attorneys’ fees incurred by Landlord in connection with this Third Amendment. Except as set forth in this Section 1, the amended Letter of Credit (or new Letter of Credit, as the case may be) shall be treated as if it were the original Letter of Credit referenced in Section 2 of the First Amendment. Further, if Tenant delivers a new Letter of Credit (instead of an amended Letter of Credit) in accordance with this Section 1, then such new Letter of Credit shall, subject to the terms of Section 1(c) below in any event, replace the existing Letter of Credit referenced in Section 2 of the First Amendment.

**(b) Periodic Reduction.** Provided that Tenant is not then in default under the Lease at the time of any reduction of the LC Amount provided for in this sentence and has not previously committed and does not subsequently commit a default under the Lease (in the event of any such default, the right to reduction of the LC Amount provided in this sentence shall terminate and be of no further force or effect and Tenant shall, to the extent applicable, promptly restore the LC Amount to the \$8,896,724.16 amount set forth in Section 1(a) above), and subject to the terms of Section 1(c) below in any event, the LC Amount shall be reduced to (i) \$7,599,565.20 on October 1, 2018, and (ii) \$6,263,491.48 on October 1, 2019; provided, that the reduction of the LC Amount provided in this sentence shall at all times be a right personal to the Tenant named in this Third Amendment (the “Named Tenant”) only, and shall terminate and be of no further force or effect (and Tenant shall, to the extent applicable, promptly restore the LC Amount to the \$8,896,724.16 amount set forth in Section 1(a) above) if the Named Tenant is succeeded to or assigns or otherwise transfers any interest under the Lease or to the Premises (provided that the foregoing reference to “transfers” in this sentence only shall not be deemed to include any sublease of the Premises or any portion thereof).

**(c) Condition to Effectiveness.** Notwithstanding anything to the contrary contained in this Third Amendment, the reductions of the LC Amount provided for in Section 1(a) and Section 1(b) above shall be deemed contingent on Tenant not having been in default under the Lease before the initial reduction takes effect on October 1, 2017, and if any such default has occurred prior to October 1, 2017, then, notwithstanding anything to the contrary contained in this Third Amendment, no such reductions shall occur and the LC Amount shall remain the \$11,000,000.00 amount set forth in the Second Amendment.

**2. Alterations.** Upon completion of any Alterations, Tenant shall deliver to the Building management office a reproducible copy (in paper and electronic form to include full-sized PDF and CAD) of the “as built” drawings of the Alterations; provided, that such “as built” drawings shall not be required with respect to any Permitted Alterations.

**3. Notices/Rent Payments.** Until such time as Landlord delivers written notice to Tenant of any change to any such address, Landlord’s addresses for Notices, and for Rent payments, shall be as follows:

(a) **Landlord's Notice Address:**

c/o CBRE Global Investors, LLC  
515 S. Flower Street, Suite 3100  
Los Angeles, California 90071  
Attention: Wilshire Landmark I Portfolio Manager

with a copy to:

c/o CBRE, Inc.  
11755 Wilshire Boulevard, Suite 1625  
Los Angeles, California 90025  
Attention: Office of the Building

(b) **Landlord's Rent Payment Address:**

CBREI ITF CalSTRS, Wilshire Landmark I  
P.O. Box #100213  
Pasadena, California 91189-0213

4. **Condition of Premises.** Tenant acknowledges that (a) it has been occupying and continues to occupy the Premises, (b) it is familiar with the condition of the Premises, (c) it accepts the Premises in its "as-is, where-is and with all faults" condition without improvement or allowance, and (d) Landlord has made no representation or warranty regarding the condition of the Premises or the suitability thereof for Tenant's business.

5. **Tenant's Estoppel.** Tenant hereby certifies and acknowledges that, as of the date of the mutual execution of this Third Amendment, (a) Landlord is not in default in any respect under the Lease; (b) Tenant does not have any defenses to its obligations under the Lease; (c) there are no offsets against Rent; (d) Landlord is holding the Security Deposit in the amount of \$126,542.12; and (e) Landlord has completed any improvements and paid any allowances required to be constructed or paid by Landlord in accordance with the terms of the Lease. Tenant acknowledges and agrees that: (i) the representations herein set forth constitute a material consideration to Landlord in entering into this Third Amendment; (ii) such representations are being made by Tenant for purposes of inducing Landlord to enter into this Third Amendment; and (iii) Landlord is relying on such representations in entering into this Third Amendment.

6. **Brokers.** Tenant hereby represents and warrants to Landlord that it has not entered into any agreement or taken any other action that might result in any obligation on the part of Landlord or Tenant to pay any brokerage commission, finder's fee or other compensation with respect to this Third Amendment, and Tenant agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, adjudications, awards, causes of action, claims, costs, damages, demands, expenses (including, without limitation, attorneys' fees and costs and court costs), fees, fines, forfeitures, injuries, judgments, liabilities, liens, losses, obligations, orders,



penalties, proceedings, stop notices and suits (collectively, “Claims”) in any way arising or resulting from or in connection with or related to any breach or inaccuracy of such representation and warranty.

7. **Limitations of Liability.** It is expressly understood and agreed that notwithstanding anything to the contrary contained in the Lease, and notwithstanding any Applicable Law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in and to the Project (which shall include, without limitation, the Building, unencumbered insurance proceeds, condemnation proceeds, proceeds of sale and rents and other income from the Project), and neither Landlord, nor any of its constituent partners, shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Notwithstanding anything to the contrary contained in the Lease, with the exception of Landlord’s right to consequential damages as provided in Section 37 of the Original Lease, under no circumstances shall Landlord or Tenant be liable for consequential damages, including, without limitation, injury to either party’s business or for any loss of income or profit therefrom; provided, that the foregoing shall not be deemed to limit Landlord’s remedies with respect to any Rent payable to Landlord.

8. **Landlord Exculpation; CBRE Global as Signatory.** This Third Amendment is being executed by CBRE Global Investors, LLC, a Delaware limited liability company (“CBRE Global”), as investment manager for California State Teachers’ Retirement System, a public entity created pursuant to the laws of the State of California (“CALSTRS”), the sole member of Landlord, and Landlord represents and warrants to Tenant that CBRE Global is properly and duly authorized to so bind Landlord. No present or future officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent of Landlord or CALSTRS shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, trustee, partner, member, manager, retirant, beneficiary, internal investment contractor, investment manager or agent under or in connection with the Lease or any other document or instrument heretofore or hereafter executed in connection with the Lease. Tenant hereby waives and releases any and all such personal liability and recourse; however, the preceding clause shall in no manner restrict Tenant’s recourse against Landlord itself pursuant to the terms and conditions of the Lease. The limitations of liability provided in this Section are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by Applicable Law or in any other contract, agreement or instrument. Tenant further acknowledges that CBRE Global has entered into this Third Amendment as investment manager to CALSTRS, the sole member of Landlord, and Tenant agrees that all persons dealing with CBRE Global must look solely to Landlord for the enforcement of any Claims arising under the Lease (subject to the limitations upon Landlord’s liability set forth above and in the Lease), as neither CBRE Global nor any of its affiliated entities (including, but not limited to, CBRE, Inc. and CBRE Services, Inc.) nor any of their respective officers, directors, agents, managers, trustees, employees, members, investment managers, partners or shareholders assume any personal, corporate, partnership, limited liability company, or other liability for any of the obligations entered into by CBRE Global as investment manager for CALSTRS, the sole member of Landlord.

**9. Acknowledgment, Representation and Warranty Regarding Prohibited**

**Transactions.** Tenant has been informed by Landlord that Landlord is wholly owned by CALSTRS, a unit of the California Government Operations Agency established pursuant to Title 1, Division 1, Parts 13 and 14 of the California Education Code, Sections 22000, et seq., as amended (the “Education Code”), and that, as a result, CALSTRS is prohibited from engaging in certain transactions with or for the benefit of an “employer”, “employing agency”, “member”, “beneficiary” or “participant” (as those terms are defined or used in the Education Code). In addition, Tenant has been informed by Landlord that certain restrictions under the Internal Revenue Code, 26 U.S.C. Section 1, et seq. (the “Code”) may apply to distributions made by CALSTRS to its members, beneficiaries and participants. Accordingly, Tenant hereby advises Landlord that, to Tenant’s actual knowledge without duty of investigation or inquiry, and subject to the last sentence of this Section, (a) Tenant is neither an employer, employing agency, member, beneficiary or participant within the meaning of the Education Code; (b) Tenant has not knowingly made any contribution or contributions to Landlord or CALSTRS; (c) neither an employer, employing agency, member, beneficiary nor participant (as such terms are defined in the Education Code), nor any person who has made any contribution to Landlord or CALSTRS, nor any combination thereof, is knowingly related to Tenant by any relationship described in Section 267(b) of the Code; (d) subject to any brokerage commissions and Rent payable in connection with the Lease, neither Landlord, CALSTRS, CBRE Global, their affiliates, related entities, agents, officers, directors or employees, nor any CALSTRS board member, employee or internal investment contractor thereof or therefor (collectively, “Landlord Affiliates”) has received or will receive, directly or indirectly, any payment, consideration or other benefit from, nor does any Landlord Affiliate have any agreement or arrangement with, Tenant or any person or entity affiliated with Tenant, relating to the transactions contemplated by the Lease; and (e) except for publicly traded shares of stock or other publicly traded ownership interests, no Landlord Affiliate has any direct or indirect ownership interest in Tenant or any person or entity affiliated with Tenant. Landlord acknowledges that (i) Tenant and/or such entities affiliated with Tenant may be publicly held companies, and one or more Landlord Affiliates may own shares in such companies, and (ii) such publicly held companies and their subsidiaries and affiliates (including, without limitation, Tenant) may employ former teachers who may have made contributions to Landlord. Landlord also acknowledges that Tenant may contract with CBRE Global entities for a number of services, including, but not limited to, management and brokerage services. In addition, and notwithstanding anything to the contrary contained in this Section, Tenant shall not be responsible for any violation by Landlord or its affiliates if the execution of this Third Amendment by Landlord or its affiliates is found to have constituted a prohibited transaction pursuant to the foregoing terms of this Section, nor shall Tenant be liable for any damages incurred by Landlord or its affiliates as a result of such violation, unless Tenant willfully and knowingly made a false representation or other statement under this Section, and the damages incurred by Landlord or its affiliates are directly attributable to such false representation or other statement.

**10. California Accessibility Disclosure.**

(a) **Statutory Notice.** Pursuant to California Civil Code Section 1938(a), Landlord hereby discloses to Tenant that, as of the date of mutual execution of this Third Amendment, the Premises and the Project have not undergone inspection by a Certified Access

Specialist (“CASp”). As a result, Landlord hereby provides the following notice (the “CASp Notice”) to Tenant as required by California Civil Code Section 1938(e):

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

In furtherance of and in connection with the CASp Notice, Tenant, having read such CASp Notice and having understood Tenant’s right to request and obtain a CASp inspection, hereby elects not to obtain such CASp inspection and, to the maximum extent permitted by Applicable Law, Tenant hereby waives any right to obtain a CASp inspection with respect to the Premises and the Project (the “CASp Waiver”).

**(b) Alternative Remedy.** If the CASp Waiver is not enforceable under Applicable Law, then Landlord and Tenant hereby agree as follows (which shall constitute the mutual agreement of the parties as to the matters described in the last sentence of the CASp Notice): (i) Tenant shall have the one-time right to request and obtain a CASp inspection for the Premises (a “CASp Inspection”), which request shall be made, if at all, in a written notice delivered by Tenant to Landlord on or before the date that is thirty (30) days following the date of mutual execution of this Third Amendment; (ii) if Tenant requests a CASp Inspection in accordance with the terms of the immediately preceding subsection (i), then such CASp Inspection shall be performed (A) between the hours of 9:00 a.m. and 5:00 p.m. on any business day, subject to reasonable coordination with Landlord on the exact timing of such CASp Inspection and with no less than ten (10) days prior written notice to Landlord, (B) in a professional and confidential manner by a CASp designated by Landlord (but under contract with Tenant) and without any testing that would damage the Premises or the Project (it being Tenant’s obligation to promptly repair and restore any portion of the Premises and the Project affected by such CASp Inspection to the condition such portion was in immediately prior to being so affected) or interfere with the operations of Landlord or any other tenants and occupants of the Project, and (C) at Tenant’s sole cost and expense, including, without limitation, Tenant’s payment of any fee for such CASp Inspection, any fee for any reports prepared by the CASp in connection with such CASp Inspection (collectively, the “CASp Reports”) and all other costs and expenses in connection therewith (such as, by way of example only but not limitation, any costs of repairing and restoring any portion of the Premises and the Project affected by such CASp Inspection); (iii) Tenant shall deliver a copy of any CASp Reports to Landlord within two (2) business days after Tenant’s receipt thereof; (iv) Tenant, at its sole cost and expense, shall be responsible for performing any work to or within the Premises (any such work shall be deemed an Alteration and shall be subject to the terms of the Lease regarding Alterations, including, without limitation, Landlord’s consent rights in connection therewith) to correct violations of construction-related accessibility standards disclosed by such CASp Inspection (provided, that Landlord may elect

to instead perform any or all of such work at Tenant's sole cost and expense); and (v) if such CASp Inspection identifies any work necessary to correct violations of construction-related accessibility standards relating to those portions of the Project located outside of the Premises that are Landlord's obligation to repair as set forth in Section 7.1 of the Original Lease, then Landlord shall perform such work to the extent required by Applicable Law to correct such violations, and Tenant shall reimburse Landlord for the cost of such work within ten (10) business days after Tenant's receipt of an invoice therefor from Landlord. Tenant hereby agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all Claims in any way arising or resulting from or in connection with or related to any CASp Notice, CASp Inspection and/or remediation required in connection therewith (whether inside the Premises or in any other portion of the Project), it being the specific intent of the parties that Landlord not incur any cost in connection with any of the same. Tenant specifically agrees that Tenant shall not, and shall cause the CASp not to, use or disclose to any person or entity other than Landlord, Tenant and the CASp, any information or document prepared in connection with any CASp Inspection (including, without limitation, any CASp Report). For the avoidance of doubt, the parties specifically agree that the foregoing terms of this Section shall not amend or otherwise modify the terms of the Lease (including, without limitation, the terms of the Lease regarding maintenance, repair, Alterations and any other work) if Tenant does not request or obtain a CASp Inspection pursuant to the terms of this Section.

**11. Miscellaneous.** Tenant is the successor in interest to Original Tenant under the Lease. Landlord and Tenant hereby ratify and confirm their respective rights and obligations under the Lease. Except as specifically herein amended, the Lease is and shall remain in full force and effect according to the terms thereof; provided, that the last two (2) sentences of Section 20 of the Original Lease are hereby deleted and of no force or effect. In the event of any conflict between the terms of the Lease and the terms of this Third Amendment, the terms of this Third Amendment shall control. The headings to sections of this Third Amendment are for convenient reference only and shall not be used in interpreting this Third Amendment. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**[SIGNATURE PAGES FOLLOW]**

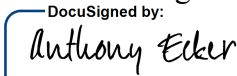
**IN WITNESS WHEREOF**, Landlord and Tenant have caused their duly authorized representatives to execute this Third Amendment as of the date first above written.

**“LANDLORD”:**

**CSHV WILSHIRE LANDMARK, LLC**,  
a Delaware limited liability company

By: California State Teachers’ Retirement System, a public entity  
created pursuant to the laws of the State of California, its  
sole member


By: CBRE Global Investors, LLC, a Delaware limited liability company  
Its: Investment Manager

By:   
45D16745E02B49D...  
Authorized Signatory

By:   
B59D6E239A71406...  
Authorized Signatory

**“TENANT”:**

**CRYSTAL CRUISES, LLC**,  
a California limited liability company

By:   
1D2B6F2F616F42D...  
Donald Mason

Name: \_\_\_\_\_

Its: CFO  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_


Its: \_\_\_\_\_

**GUARANTOR'S ACKNOWLEDGMENT AND CONSENT**

The undersigned, guarantor of the obligations of Tenant under the Lease (as defined in the Third Amendment to Standard Form Office Lease (the "Third Amendment") to which this Guarantor's Acknowledgment and Consent is attached), hereby acknowledges familiarity with and consents to the terms of the Third Amendment and ratifies and affirms its continuing obligations under that certain Guaranty of Standard Form Office Lease dated as of April 27, 2015 and executed by the undersigned in connection with the Lease, notwithstanding the execution of the Third Amendment.

**CRYSTAL ACQUISITION COMPANY LIMITED,**

a company formed under the Companies Act 2006

By:   
1D2B6E2F616E42D  
Donald Mason

Name: \_\_\_\_\_

Its: CFO \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 9B9DAA3733284F188EC5AE7B9377C7FA Status: Completed  
 Subject: Please DocuSign: Crystal Cruises Third Amendment to Lease at Landmark I (Los Angeles)  
 DMSUserID: RKING@LINERLAW.COM  
 DMSTargetID: !nrtdms:0:!session:WS-DMS01:!database:DMSDB1:!folder:ordinary,24014:  
 DMSStatus: checkedOut  
 Source Envelope:  
 Document Pages: 9 Signatures: 4 Envelope Originator:  
 Supplemental Document Pages: 0 Initials: 0 Ryan King  
 Certificate Pages: 5  
 AutoNav: Enabled Payments: 0 rking@linerlaw.com  
 Envelopeld Stamping: Enabled IP Address: 69.88.129.46  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original Holder: Ryan King Location: DocuSign  
 9/27/2017 9:57:07 AM rking@linerlaw.com

## Signer Events

Donald Mason  
 DMason@crystalcruises.com  
 CFO  
 Security Level: Email, Account Authentication (None)

## Signature


DocuSigned by:  
  
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 Using IP Address: 12.21.215.166

## Timestamp

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 Viewed: 9/27/2017 10:04:58 AM  
 Signed: 9/27/2017 3:21:49 PM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

Anthony Ecker  
 Tony.Ecker@cbreglobalinvestors.com  
 Authorized Signatory  
 Security Level: Email, Account Authentication (None)

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 Using IP Address: 208.68.247.152

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### Electronic Record and Signature Disclosure: Accepted: 9/27/2017 3:32:37 PM ID: 8dbf655c-27c1-4174-9108-702422e15b93

Chris Bailey  
 Chris.Bailey@cbreglobalinvestors.com  
 Security Level: Email, Account Authentication (None)

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 Signed using mobile

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	9/28/2017 8:08:14 AM
Signing Complete	Security Checked	9/28/2017 8:08:22 AM
Completed	Security Checked	9/28/2017 8:08:22 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Liner LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Liner LLP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [onsitesupport@linerlaw.com](mailto:onsitesupport@linerlaw.com)

**To advise Liner LLP of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [onsitesupport@linerlaw.com](mailto:onsitesupport@linerlaw.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Liner LLP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [onsitesupport@linerlaw.com](mailto:onsitesupport@linerlaw.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Liner LLP**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [onsitesupport@linerlaw.com](mailto:onsitesupport@linerlaw.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Liner LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Liner LLP during the course of my relationship with you.

EXHIBIT "B"

Subleased Premises

Suite 900

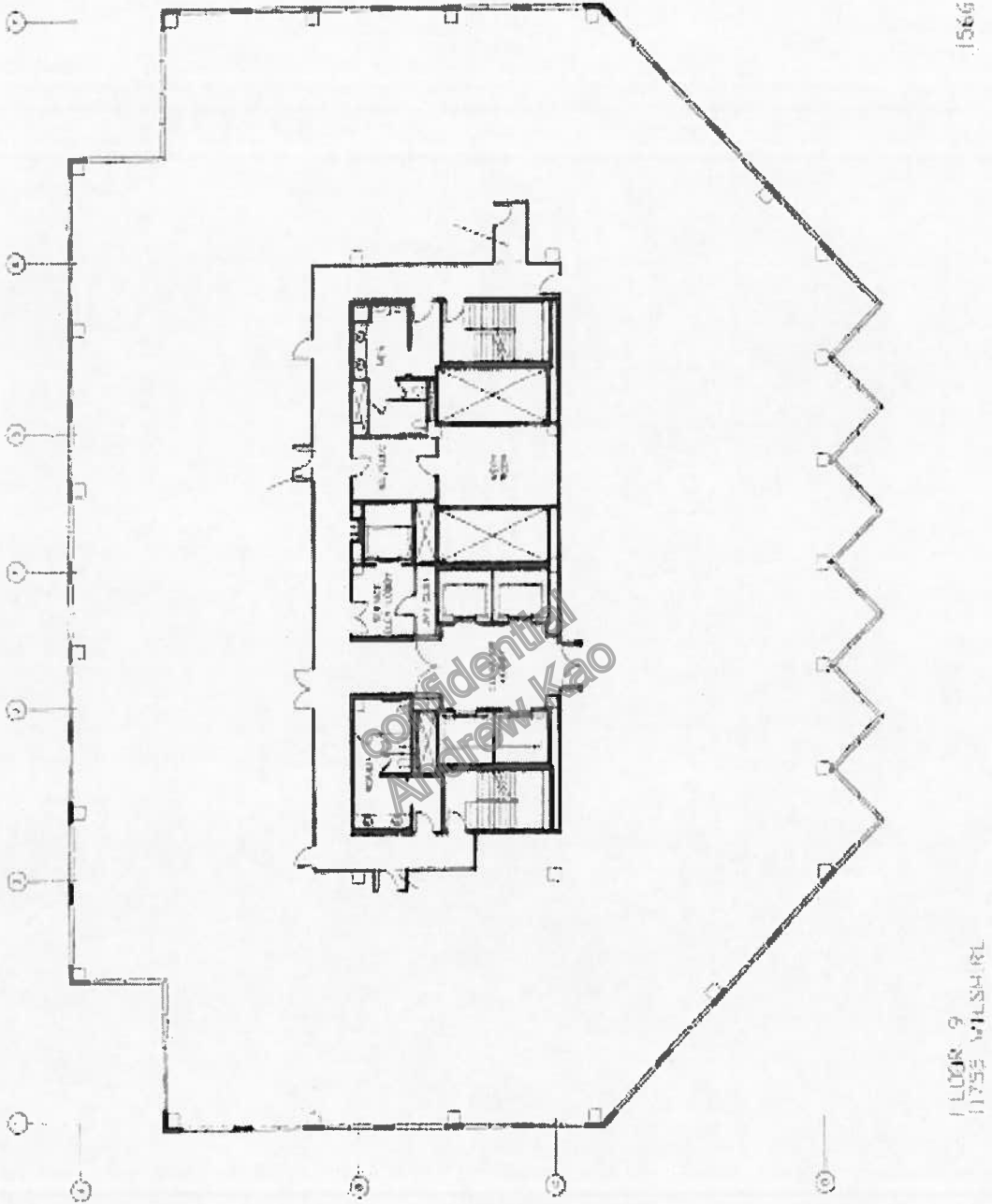


EXHIBIT "C"

Furniture

Item	Quantity	Size
<b>Chairs</b>		
Herman Miller Mirra Workchair	104	
Guest Chair - Blue/Green	38	
Main Conference Room Chair	12	
Standing Conference Table Stool	10	
Brown Executive Conference Room Chair	8	
White Executive Conference Room Chair	8	
Triangle Shaped Stools	7	
White Desk Chair With Grey Mesh	7	
White Stackable Chair	19	
Black Desk Chair With Mesh Backing	4	
Brown Tan Fabric Wood Chair	4	
Entry Lounge Chair 1	4	
Brown Red Fabric Wood Chair	3	
Low Stool	3	
White Desk Chair With White Mesh	2	
Entry Lounge Chair 2	2	
Black Armchair (HR junior office)	2	
Chris Cruz Chair	1	
Jamie Chair	1	
Blue Green Desk Chair	1	
Knee Chair	1	
Toni's Chair	1	
Fancy Stool	1	
Orange phone room chair	1	
Meditation room fatboy beanbag chairs	3	
Meditation room exercise balls	3	
<b>Cubicle Parts</b>		
Computer Desk	56	6' x 2'5"
Side Desk - Long	24	5'6" x 1'11"
Side Desk - Short	14	3'6" x 1'7"
Bench/Filing Cabinet	42	6' x 1'7"
<b>Office Furniture</b>		
Computer Desk - Regular	9	5' x 3'
Computer Desk - Executive	2	Need Dims
Computer Desk - Standing	12	Need Dims
Side Desk & Drawers - Regular	21	10' x 2'
Side Desk & Drawers - Executive	3	Need Dims
Executive Display Table	2	Need Dims
Land Programs Shared Office Desk	2	
<b>Misc</b>		
Reception Desk - Marble	1	
Reception Desk - Wood	1	

Item	Quantity	Size
Exectutive Conf. Table	2	
Main Conferent Table	1	
Standing Meeting Table	2	5' x 3'
White Work Table	14	5' x 2'6"
Brown Work Table	2	
It Office Work Table	1	
Small Circular Table	3	
Medium Circular Table	3	
Break Room Circular Table	2	
Entry Lounge Circular Table	1	
Land Programs Coffee Table	1	
Entry Coffee Table	1	
Phone room side table	1	1'4" dia.
Mini Fridge	2	
Full Sized Fridge	2	
Microwave Oven	6	
Women's Rest Room Desk	2	
Grey Metal Bookshelf	2	
Stoll Bookshelf	2	
Paulsen Bookshelf	2	
Even'S Bookshelf	1	
Land Programs Shared Office Bookshelf	3	



EXHIBIT "D"

Pre-Approved Alterations



**WOLCOTT  
ARCHITECTURE**

3859 CARDIFF AVE, CULVER CITY, CA 90232  
310.204.2290 | WWW.WOLCOTT.AJ.COM

CONSULTANT:

CERTIFICATION:

PROJECT:

**OAK VIEW GROUP**  
11755 WILSHIRE BLVD  
LOS ANGELES, CA 90025

FLOOR/LEVEL: 9TH FLOOR

ISSUE OR REVISION NOTES:

NO.	DATE	DESCRIPTION
00.00.00		CONSTRUCTION DOCUMENTS

CLIENT SIGNATURE:

SIGNATURE: DATE: 10/29/2020

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain the property of the designer and no part thereof shall be copied, disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared and developed without the written consent of the designer. Visual contact with these plans or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval before proceeding with fabrication.

PROJECT NO: 20-168-131

DRAWN BY: AC CHECKED BY: JH

PROJECT MANAGER: JENNIFER HABERLIN

DRAWING SCALE: 1/8" = 1'-0"

SHEET SIZE: 24x36

DRAWING TITLE: TEST FITS

SHEET NO: TF.03

GENERAL NOTES

- DIMENSIONS AND AREAS SHOWN ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION. W.A.I. HAS NOT FIELD VERIFIED THE AREA OF WORK PER CURRENT SITE CONDITIONS AND THIS SPACE PLAN IS SOLELY BASED ON BACKGROUND DRAWINGS PROVIDED BY OTHERS. THIS DRAWING SHALL BE USED FOR REFERENCE ONLY.
- PROPOSED PLAN IS SUBJECT TO BUILDING AND FIRE DEPARTMENT REVIEW AND APPROVAL.

TEST FIT PLAN LEGEND

- EXISTING PARTITION TO REMAIN
- NEW NON RATED PARTITION FROM FLOOR SLAB TO UNDERSIDE OF SUSPENDED CEILING
- NEW FRAMED GLASS PARTITION
- NEW DOOR, SEE DOOR NOTES SHEET A7.1
- EXISTING DOOR
- EXISTING MILLWORK TO REMAIN
- NEW MILLWORK
- NOT IN CONTRACT AREA
- N** NEW
- R** EXISTING TO BE RELOCATED
- E** EXISTING TO REMAIN

WORKSPACE CAPACITY CHART

SPACE DESCRIPTION	+/- AREA	REQUIRED	PLANNED
PRIVATE OFFICE A	590 SF	1	1
PRIVATE OFFICE B	260-280 SF	4	4
PRIVATE OFFICE C	150-160 SF	6	8
PRIVATE OFFICE D/E	130-150 SF	16	15
WORKSTATION A	6X8	5	21
WORKSTATION B	6X6	45	27
RECEPTION	-	1	1
<b>TOTAL</b>		<b>78</b>	<b>77</b>
RECEPTION	740 SF	1	1
KITCHEN/TOWN HALL	580 SF	1	1
COFFEE/PANTRY	180-200 SF	1	1
STORAGE	100-190 SF	1	2
WELLNESS ROOM	70 SF	1	1
BOARDROOM	410 SF	1	1
FINANCE CONF. ROOM	170 SF	1	1
COLLABORATION AREAS	-	-	5
M&C VISITING	170 SF	1	1
IT RACK ROOM	130 SF	1	1
MAIL/COPY ROOM	150 SF	0	1
MEDIUM CONF. ROOM	270 SF	0	2

KEY NOTES

- NEW MILLWORK IN THIS LOCATION.
- NEW OR RELOCATED FURNITURE IN THIS LOCATION. POWER/DATA REWORK REQUIRED.
- NEW CONSTRUCTION IN THIS AREA.
- DEMO WALLS TO OPEN UP EXISTING MULTI-PURPOSE ROOM.
- PROVIDE SEPARATE PRICING FOR SLIDING ACOUSTIC DOOR.



- PROGRAM LEGEND
- EXECUTIVE
  - GLOBAL PARTNERSHIPS
  - ACCOUNTING
  - LEGAL
  - BUSINESS DEVELOPMENT
  - HUMAN RESOURCES
  - POLLSTAR
  - COLLEGE
  - CONFERRING
  - CONSTRUCTION
  - ALLIANCE
  - INFORMATION TECHNOLOGY
  - RECEPTION
  - SECURITY
  - VENUES NOW
  - NEW HIRES

EXECUTIVE OFFICE ADDED PER CLIENT COMMENT 8/17/2020

FILE NAME: \\w\01\cad\01\CD\2020\09-888-142 Oak View Group 11755 Wilshire Blvd\Drawings\13-Rev\01\WG\_Wilshire 3.rvt  
DATE STAMP: 10/29/2020 12:30:35 PM

TEST FIT - 9TH FLOOR  
1/8" = 1'-0"

EXHIBIT "E"

Pre-Approved Signage

Not applicable

EXHIBIT "F"

Pre-Approved Telecommunications Equipment

### Access Control/Security

Installation of 6 door readers  
Installation of 6-7 cameras  
Required hardware/wiring  
Setup & configuration of access control system

Estimated Cost (Based on Vendors Proposals) \$12,000

### Fiber/Low-Voltage Cabling

Installation of new cooper wiring  
Installation of fiber connection between IDF closet and new Server Room  
New building fiber run for ISP access into floor  
Required cabling materials  
Mounting of access points  
Moving pre-existing cabling due to construction

Estimated Cost (Based on Vendors Proposals) \$18,000

### Network Infrastructure

Racking of currant network equipment  
New UPS backup batteries (2x)  
Required hardware for existing rack and new cabinet  
Network security controller for connectivity  
Additional wireless access points

Estimated Cost (Based on Vendors Proposals) \$10,000

### A/V Configuration

**TBD**

Estimated Cost (Not Fully Scoped) \$10-20k