

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: July 10, 2020

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): General Services, Real Estate Services Division

CONTACT PERSON: Wayne Lee PHONE: 213-978-8342

CONTRACT NO.: C- 136072 COUNCIL FILE NO.: 20-0369

ADOPTED BY COUNCIL: 05/27/20
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: Mayfair Lofts, LLC

TERM OF CONTRACT: 07/14/20 THROUGH: 10/12/20

TOTAL AMOUNT: PRK - subject to occupancy

PURPOSE OF CONTRACT:

Negotiate a three month occupancy agreement for the property located at 1256 W. 7th St. LA, CA 90017 for PRK - Project Room key, with the option to renew. The facility will accommodate 292 rooms.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the dates written below.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: [Signature]
Name: Deann. [Signature]
Title: GM
Date: 7/10/2020

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: [Signature]
Name: Sara Balon
Title: Deputy City Attorney
Date: 7-9-2020

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: [Signature]
Deputy
Date: 7-10-20



[signature of Owner on following page]

CITY OF LOS ANGELES

EMERGENCY OCCUPANCY AGREEMENT

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|--|
| <u>OCCUPANCY AGREEMENT COVERING PREMISES</u> <u>LOCATED AT:</u> The Mayfair Hotel 1256 West 7th Street Los Angeles, CA 90017 |
| <u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:</u> 46-1434421 |
| <u>TENANT AGENCY:</u> CITY OF LOS ANGELES |

Contract No:

Preamble

THIS OCCUPANCY AGREEMENT (this "Agreement"), is made and entered into this ____ day of July, 2020 ("Effective Date") by and between

Mayfair Lofts, LLC,
a California Limited Liability Company

hereinafter called the "Owner," without distinction as to number or gender, and the City of Los Angeles, a municipal corporation, acting by and through its Department of General Services, hereinafter called the "City." **This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.**

RECITALS

- A. **WHEREAS**, on March 4, 2020, the Governor of California declared a State of Emergency pursuant to the California Emergency Services Act due to the novel coronavirus ("COVID-19") outbreak; and
- B. **WHEREAS**, on March 4, 2020, the Mayor of the City of Los Angeles declared a local emergency ("Declaration of Local Emergency") pursuant to the Los Angeles City Charter and the Los Angeles Administrative Code due to the COVID-19 outbreak; and
- C. **WHEREAS**, the Los Angeles City Council approved a resolution ratifying the Declaration of Local Emergency; and
- D. **WHEREAS**, on March 19, 2020, the Mayor of the City of Los Angeles issued the Safer at Home Order under the Declaration of Local Emergency, under which residents were instructed to isolate themselves in their residences, subject to certain exceptions, such as to engage in specified essential activities; and
- E. **WHEREAS**, on April 3, 2020, the Governor of California announced "Project Roomkey", an initiative to secure hotel and motel rooms to protect homeless individuals from COVID-19 ("Project Roomkey"); and

F. **WHEREAS**, implementation of Project Roomkey requires a coordinated effort between City, the County of Los Angeles, the State of California, the Los Angeles Homeless Services Authority, hotel/motel owners, and various non-profit service providers; and

G. **WHEREAS**, each of Owner and City has an interest in participating in Project Roomkey.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Owner and City hereby agree as follows:

WITNESSETH

Description

1. The Owner hereby grants the City, and the City hereby hires from the Owner, the use and occupancy of those certain premises, "AS IS" with appurtenances, situated in the City of Los Angeles, County of Los Angeles, State of California, and more particularly described as follows:

The two hundred ninety-four (294) rooms located at 1256 West 7th Street, Los Angeles, CA 90017 as outlined in red on the attached Exhibit "A", hereby being incorporated into this Agreement, and including those parking spaces referenced in Section 6 below, and use of the building's common public facilities, except as specifically and expressly excluded herein, and subject to compliance with current applicable laws (including COVID-related social distancing laws). The City shall have the right to occupy a fluctuating number of rooms, up to two hundred ninety-four (294) rooms, and pay for rooms based on the actual daily occupancy, except as provided in Paragraph 4. The City shall not be responsible to pay for any unoccupied rooms. The City shall have exclusive access to and use of the guest rooms occupied by the City in accordance with this Agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

Guest rooms 412, 414, 430, 434, 1434 and 1534, along with the third-floor restrooms, the back-of-house portions of the restaurant and bar (e.g., the kitchen area) are expressly excluded from the premises. For sake of clarity, all back-of house portions of the premises (including, without limitation, the kitchen area of the restaurant and bar) will be available only to Owner for its sole and exclusive use.

The City, at no additional cost or expense, shall have access to and use of the premises' three (3) meeting rooms, business center, atrium, sunroom, fifth floor communal lounge, and restaurant and bar (for seating, but not food service except as otherwise mutually agreed in a separate written agreement), in addition to all common areas of the premises.

Term

2. The term of this Agreement shall commence on a mutually agreeable date that is no later than ten (10) days after the Effective Date (and absent an agreement otherwise, such date shall be on the date that is ten (10) days after the Effective Date; the "Occupancy Date") and shall terminate three (3) months after the Occupancy Date ("Term"), with such rights to extend or of termination as

may be hereinafter expressly set forth. For sake of clarity, the Occupancy Date is the first day that the City can occupy a hotel guest room. So long as City is not then in uncured default under this Agreement, City is hereby granted by Owner, three consecutive one (1) month option(s) to extend the term. To elect an applicable option to extend, City shall notify Owner no later than twenty (20) days prior to expiration of the then applicable Term. Additional extensions of the Term thereafter will require the mutual written agreement of City and Owner. The "Term" shall not include any holdover period, which is to be handled in accordance with Section 16 below.

Early Termination

3. The City may terminate this Agreement at any time by giving written notice to the Owner at least thirty (30) days prior to the date when such termination shall become effective. If the City fails to complete its move out within the notice period and remains in the premises, then the rent for any holdover period shall be paid in accordance with Section 16 below.

Rent

4. Rental payments shall be paid by the City on the 1st and 15th day of each calendar month during the Term and during any holdover period, from legally available funds, in arrears (based on an invoice provided by Owner to the City at least ten (10) business days prior to the payment due):

(a) During the first two (2) weeks (i.e., 14 calendar days) of the Term (the "First Two Weeks"), the rent paid by the City shall be \$138 times the actual number of room nights occupied by the City or its invitees during the First Two Weeks, plus any transient occupancy taxes actually impose on such occupancy ("TOT");

(b) After the First Two Weeks and prior to the Final Two Weeks (defined below), the rent paid by the City for any given payment period within that window of time shall be the greater of: (i) \$138 times the actual number of room nights occupied by the City or its invitees during that payment period, plus any applicable TOT and (ii) \$138 times 206 rooms (given that the City has agreed to guarantee payment on a minimum 70% occupancy of the 294 rooms during this portion of the Term) times the number of days in that payment period, plus any applicable TOT (this guaranteed amount, the "Minimum Guaranteed Rent"); and

(c) During the final (2) weeks of the Term (the "Final Two Weeks"), the rent paid by the City shall be \$138 times the actual number of room nights occupied by the City or its invitees during the Final Two Weeks, plus any applicable TOT.

With respect to each reference to \$138 above, if the subject room has 2 occupants rather than 1 occupant, such amount would instead be \$156.

Owner shall provide a monthly invoice to the City by sending an email to GSD.Projectroomkey@lacity.org, citing each room occupied, multiplied by the number of days actually occupied in that month, and then multiplied by the daily room rate or the Minimum Guaranteed Rent, as applicable. Rent shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Invoices to City shall be sent to:

City of Los Angeles
c/o Department of General Services
Real Estate Services Division
Suite 201, City Hall South
111 East First Street

Los Angeles, CA 90012
Attention: Director of Real Estate Services

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; or 3) sent by e-mail transmission (with a hard copy deposited in the United States Mail, certified and postage prepaid, or sent via an alternate commercial overnight delivery service); provided that if sent by e-mail transmission notice shall be deemed effective on receipt when using software that provides unmodifiable proof (x) that the message was sent, (y) that the message was delivered to the recipient's information processing system, and (z) of the time and date the message was delivered to the recipient along with a verifiable electronic record of the exact content of the message sent; and addressed as follows:

To the Owner:

Mayfair Lofts, LLC
Attn: Alexander Moradi
888 West 7th Street, 12th Floor
Los Angeles, CA 90017
Phone No.: (213) 270-8000
Email: amoradi@icogroupco.com

To the City:

City of Los Angeles
c/o Department of General Services
Real Estate Services Division
Suite 201, City Hall South
111 East First Street
Los Angeles, CA 90012
Attention: Director of Real Estate Services
Email: melody.mccormick@lacity.org

with a copy to:

Office of the City Attorney
Real Property/Environment Division
700 City Hall East
200 North Main Street
Los Angeles, CA 90012

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
CITY AND PREMISES ADDRESS

Rental warrants shall be made payable to: Mayfair Lofts, LLC

and mailed to:

Mayfair Lofts, LLC
888 West 7th Street, 12th Floor
Los Angeles, CA 90017

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. City will have use of on-site parking free of charge in proportion to the number of rooms rented by the City (i.e., one space per guest room rented by the City), up to a maximum of 100 parking spaces available for the City's use. Parking spaces provided to the City for its use pursuant to this Section 6, upon commencement of the Term, shall be unobstructed and completely accessible for City's use.

Services, Utilities, and Supplies

7. Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the City, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for the operations of the premises.
- D. If there is a pool, a gym, or meeting rooms, Hotel should still maintain those areas but close off those areas from use by occupants.
- E. Linen/terry and laundry services not less than every 3 days (subject to the guestroom occupant being outside of the guestroom during such services, as coordinated with the onsite staff).
- F. Standard hotel housekeeping/janitorial services, not less than every 3 days, including but not limited to changing linens, cleaning the floors, dusting surfaces, cleaning the bathrooms, and replacing all soaps, shampoos, lotions and towels (subject to the guestroom occupant being outside of the guestroom during such services, as coordinated with the onsite staff); provided, however, non-standard clean-up (e.g., bodily fluids such as blood, excess urine, vomit and feces (i.e., something requiring a "wet" clean-up, as reasonably determined by Owner) shall be handled by the onsite staff or a third party provider (and not at Owner's cost).
- G. Check-in and billing services.
- H. Maintenance and operation of building mechanical, electrical and HVAC system.
- I. Landscaping services, if applicable.
- J. Regular maintenance and upkeep of the rooms, including handling routine maintenance calls including repair of plumbing, television and HVAC (subject to the guestroom occupant being outside of the guestroom during such services, as coordinated with the onsite staff).
- K. Provide Guests and on-site services staff, subject to occupied staff rooms with three meals per day (i.e., breakfast, lunch, and dinner) seven (7) days per week (including holidays) in full compliance with the standards and requirements set forth in the attached Exhibit "B" titled "Project Roomkey Interim Housing – Scope of Work – Meal Provisions" and consisting of three (3) pages – said Exhibit "B" hereby being incorporated into this Agreement. By way of specification, but not limitation, the meals shall be nutritionally balanced, the menu of options shall change on a weekly basis, and the menu shall be provided by Owner ahead of time to the onsite staff. The City agrees that if the number of meals provided by Owner to Guests and on-site staff on any day exceeds the number of

rooms occupied (based on single or double occupancy, as applicable), then such additional meals shall be at an additional cost of \$18 per day (for the three meals). This will be separately invoiced to the City, if applicable, and paid by the City on the 1st and 15th day of each month, when the rent payment is made.

All housekeeping/janitorial services, as well as linen/terry and laundry services shall be provided in accordance with any applicable, current health and safety protocols established by public health officials.

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, and Owner has failed to cure such failure within the timeframe specified below, the City may furnish the same at its own cost; and, in addition to any other remedy the City may have, may deduct the amount thereof, including City's administrative costs, from the rent that may then be, or thereafter become due hereunder. With respect to critical services and utilities such as water, power, and sewer, Owner shall have four hours to take necessary actions to cure (and shall continue to diligently pursue such cure to completion). With respect to other services and utilities, Owner shall have one business day to take necessary actions to commence to cure (and shall continue to diligently pursue such cure to completion).

Notwithstanding the foregoing or any language to the contrary contained within this Agreement, Owner acknowledges that Owner shall not be required to provide optional room amenities that Owner may typically offer under Owner's normal business practices which Owner typically charges to the room as an additional charge. Owner acknowledges that City shall solely be responsible to Owner for the standard Daily Room Rate, plus applicable TOT, if any, but excluding any additional room charges, and City shall not be subject to, or responsible to reimburse to Owner, any additional charges to the room for any amenities, services, or expenses billed to the room. Owner shall solely be responsible for the removal, prohibition, or blocking, of any room amenities or services which would subject the City to an additional charge including but not limited to the following:

- A. Occupant's use room mini-bar.
- B. Occupant's use of room pay-per-view services.
- C. Occupant's use of room service.
- D. Occupant's Audio/Visual Equipment Rental.
- E. Occupant's use of room phone or fax.
- F. Occupant's use of non-complimentary internet or cable use.
- G. Occupant's use of any pool, gym, or other common area amenities.

The City, at the City's sole cost and expense, shall provide during the Term of this Agreement (including extension option periods):

- A. At least one security guard, disaster service worker, or designated personnel per floor on the premises twenty-four (24) hours per day, seven (7) days per week.

The onsite staff will maintain and provide to Owner, each day, a current list of occupants to be checked-in and admitted to the premises. The onsite staff will check-in and check-out the City's invitees.

- Furniture Include** 8. Each room will be provided in its "As-Is" condition, including any furniture and personal property that is normally provided at the property and in its regular course of business.
- Repair and Maintenance** 9. During the term of this Agreement, the Owner at its sole cost and expense shall maintain the occupied premises in good repair and tenantable condition. The City shall not have any maintenance or repair obligations.
- Assignment** 10. The City shall have the ability to assign this Agreement to other governmental entities, as required, and allow City service providers, designees and contractors to work on the premises.
- Quiet Possession** 11. The Owner agrees that the City, while keeping and performing the covenants herein contained, shall at all times during the existence of this Agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.
- Destruction** 12. If the occupied premises are totally destroyed by fire or other casualty, this Agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall use commercially reasonable efforts, subject to the availability of insurance proceeds therefor, to effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to City of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, City, in either such event, at its option may terminate this Agreement.

In the event of any such destruction other than total, where the City has not terminated this Agreement as herein provided, Owner shall use commercially reasonable efforts, subject to the availability of insurance proceeds, to diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the City shall have, as its sole remedy, the option to terminate this Agreement.

It is understood and agreed that, at its own risk and without liability to Owner, the City or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the City's request, the Owner shall, to the extent possible, identify an appropriate route through the building to access the City occupied space. If the Owner cannot identify an appropriate access route, it is agreed that, at its own risk and without liability to Owner (and without limiting City's obligations hereunder to pay for any damage caused by City), the City may use any and all means of access at its discretion in order to enter its occupied space.

Nothing in this section is intended or shall be construed to limit City's obligation with respect to damage caused by City or its agents, occupants or invitees.

**Prevailing
Wage
Provisions**

13. To the extent any restoration work performed pursuant to Section 22 of this Agreement is defined as a "public works" project pursuant to Labor Code §§1720 et seq., the following shall apply:

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage:

http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations.

**Fair
Employment
Practices**

14. During the performance of this Agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding City to implement such article.

**Representation
and Warranty**

15. Owner represents and warrants to City, that Owner has not, in violation of applicable law, removed any current occupant staying at the premises who has stayed at the premises for more than five days in either of the past two months and/or whom the Owner believes is using the hotel/motel as his/her primary

residence. Nothing in this section is intended to prevent Owner or City from removing any occupant of City occupying any portion of the premises after the end of the Term or as a result of City's breach of the terms of this Agreement. Each of Owner and City represents and warrants to the other that, as to itself, (i) it has the full right and authority to enter into this Agreement and to consummate the transaction contemplated by this Agreement, and (ii) this Agreement and all instruments, documents and agreements to be executed by such party in connection herewith are, or when delivered shall be, duly authorized, executed and delivered by it and are, or when delivered shall be, valid and enforceable obligations of such party.

Holding Over

16. If the City fails to vacate the premises by the end of the Term (including any applicable extension thereof), then the City shall be in violation of this Agreement. Without limiting Owner's remedies associated with the City's violation of this Agreement, if the City occupies more than five (5) guestrooms after the end of the Term, then the City shall pay to Owner the greater of: (a) \$138 times the actual number of room nights occupied by the City or its invitees during the holdover period, plus any applicable TOT and (b) the Holdover Minimum Guaranteed Rent (as defined below). The "Holdover Minimum Guaranteed Rent" shall mean: (i) with respect to the first 7 calendar days of such holdover period, \$138 times the actual number of room nights occupied by the City or its invitees during this period, plus any applicable TOT; (ii) with respect to the following 7 calendar days of such holdover period (days 8 to 14 of such holdover period), if any, \$138 times 75 rooms (given that the City has agreed to guarantee payment on a minimum of 75 rooms during this 7-day period) times the actual number of days of holdover within this period, plus any applicable TOT; and (iii) with respect to any holdover period thereafter, if any, \$138 times 148 rooms (given that the City has agreed to guarantee payment on a minimum of 148 rooms during this period) times the actual number of days of holdover within this period, plus any applicable TOT. Notwithstanding the foregoing, with respect to any holdover period during which the City occupies five (5) guestrooms or less, the Holdover Minimum Guarantee Rent shall not apply, and the rent shall be \$138 times the actual number of room nights occupied by the City or its invitees during such holdover period, plus any applicable TOT. During any holdover period, City may use one parking space per room that City is paying to occupy hereunder. With respect to each reference to \$138 above, if the subject room has 2 occupants, such amount would instead be \$156.

Surrender of Possession

17. Upon termination or expiration of this Agreement, the City will peacefully surrender to the Owner the occupied premises in as good order and condition as when received, free of all occupants and invitees resulting from the City's occupancy of the premises, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which City has no control (i.e., not caused by the City or any occupants or invitees resulting from the City's occupancy of the premises), or for which Owner is responsible pursuant to this Agreement. The City and Owner shall document the condition of the room at check-in and check-out. Damage and/or vandalism to the room or any portion of the premises caused by the City or City's occupant or invitees will be repaired by Owner at the City's sole cost and expense in accordance with Section 23 of this Agreement.

Time of Essence Binding Upon Successors

18. Time is of the essence of this Agreement, and the terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

19. It is mutually understood and agreed that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

20. City has elected to be self-insured for liability exposures. Under this form of insurance, the City and its employees acting in the course and scope of their employment are insured for tort and contract liability arising out of official City business. Owner shall be listed as an additional insured under City's insurance coverage.

The City has also elected to be self-insured for its motor vehicle liability exposures.

The City has elected to self-insure its workers' compensation obligations.

While Owner shall continue to maintain its existing insurance coverage, City's insurance coverage shall be primary with respect to claims made by City or any of its occupants or invitees. Without limiting City's primary insurance coverage obligation under this occupancy agreement, Owner will name the City and its Agents as an additional insured under its commercial general liability insurance policy. Without limiting City's primary insurance coverage obligation under this occupancy agreement, the occupant, which is the City of Los Angeles, its Elected Officials, Officers, Agents, Employees and Volunteers (collectively "City and its Agents"), shall be provided additional insured status under Owner's commercial general liability insurance policy with respect to liability arising from or connected with the Owner's negligent acts, errors, and omissions.

Hazardous Substances

21. City agrees that it will comply with all applicable laws existing during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the City or the City incurs any liability during or after the Term of this Agreement in connection with contamination which pre-existed the City's obligations and occupancy under this Agreement or which were not caused by the City, Owner shall hold harmless, indemnify, and defend the City in connection therewith and shall be solely responsible as between City and Owner for all efforts and expenses thereto. In the event a government order is issued naming Owner or Owner incurs any liability during or after the term of the Agreement in connection with contamination caused by the City and its agents, occupants or invitees, City shall hold harmless, indemnify, and defend the Owner in connection therewith and shall be solely responsible as between City and Owner for all efforts and expenses associated therewith.

Restoration of Premises

22. Upon termination of this Agreement, Owner agrees that the equipment installed by the City shall be and remain the property of the City, and City shall remove such property when vacating the premises and repair any damage caused by such removal. To the extent the premises needs restoration due to damage caused by City's use of the premises pursuant to this Agreement, City shall be responsible to Owner for all reasonable costs to restore the damage caused thereby, including all surfaces, including floors and walls, to the condition existing prior to such damage, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. All

costs shall be promptly pre-approved by City and funded to cover the cost of the required work, based on reasonable commercial standard work estimates. City shall, at no cost to Owner, clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

Access 23. At no cost to City, commencing as of the Effective Date, Owner shall allow City or its agents to enter the premises to stage and prepare the premises for occupants, or other parties, or for any other purpose City deems necessary.

Indemnification 24. The City agrees to indemnify, defend and hold harmless Owner from and against any claim, action, judgments, liability, damages, costs and fees (including, without limitation, attorney's fees) ("Claims") resulting from City's use of the premises (including, without limitation, any Claims based on allegations of assault/battery, sexual abuse/molestation, murder/wrongful death resulting from the actions of the occupants or invitees of the premises resulting from the City's use of the premises), unless and except to the extent by Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner or any pre-existing conditions of the premises. City also agrees to repair or pay for any damage proximately caused by reason of the City's use of said premises during the Term of this Agreement, except to the extent that any such damages suffered by Owner are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner or any pre-existing conditions of the premises.

Owner agrees to indemnify, defend, and hold harmless City in the event of any Claim which City may suffer as a direct and proximate result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner.

Taxes 25. Owner is solely responsible for all tax liabilities, including property taxes, relating to the premises, other than any applicable TOT relating to the occupancy of hotel guest rooms pursuant to this Agreement that is levied and charged, which TOT shall be the sole responsibility of the City.

Exclusive Use 26. During the Term (but specifically excluding any holdover period), Owner shall not rent or allow occupancy of any vacant rooms or facilities in the premises.

Occupancy of Premises 27. Owner and City understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the Premises. Owner and City also understand that neither has entered into any contract with the occupants of the hotel rooms related to the use of the Premises within the meaning of California Civil Code section 1925. The occupants of the hotel rooms are not persons who hire any dwelling unit from Owner or City within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances, that confer tenancy rights on the occupants. The City shall be solely responsible, at its own cost, for causing any occupants or invitees of the premises resulting from this Agreement, to vacate the premises.

Owner Information 28. Prior to City making a payment to Owner, Owner shall provide such information and documents as City may require from Owner in order for City to process such payment.

Limitation Liability 29. The parties shall not be liable for special, indirect, incidental, punitive, or consequential damages of any kind including, but not limited to, loss of business,

any lost or anticipated profits or cost, revenue, reputation, or good will, arising from any failure or matter under this Agreement.

**Government
Claims Act**

30. By entering into this Agreement, Owner and City acknowledge and agree that the Government Claims Act (the "Act") applies to City. As to this Agreement, Owner may bring a breach of contract action for money or damages or an action seeking non-monetary relief against the City in a court of competent jurisdiction after compliance with the applicable requirements of the Act. City acknowledges and agrees that, to extent the Act does not require Owner to do so, Owner is not required to present a claim before commencing an action that seeks no money or damages from City.

Remedies

31. In the event of a breach by the Owner or City of any term or provision of this Agreement, the other party shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

**Counterparts,
Electronic
Signature**

32. This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Owner and City (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

FEDERAL PROVISIONS

Clean Air Act

33. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

34. The Owner agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.

35. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

36. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

37. The Owner agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

38. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension Clause

39. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

40. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

41. This certification is a material representation of fact relied upon by the City. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

42. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

43. Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City. As required under this section, Owner shall execute the attached Appendix A, attached hereto and incorporated herein by this reference.

Procurement of Recovered Materials

44. In the performance of this Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

45. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

46. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

47. The following access to records requirements apply to this Agreement:

- i. The Owner agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the City and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of
Homeland
Security Seal,
Logo, Flags**

48. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance
with Federal
Law,
Regulations,
and Executive
Orders**

49. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation
By Federal
Government**

50. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud
and False or
Fraudulent
Statements or
Related Acts**

51. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the dates written below.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy
Date: _____

[signature of Owner on following page]

DATE: 7/8/2020

OWNER:

Mayfair Lofts, LLC,
a California Limited Liability Company

By: 
Name: Alex Moradi
Its: Manager

[end of signatures]

EXHIBIT A

SITE PLAN

[see attached]

SHEET NOTES

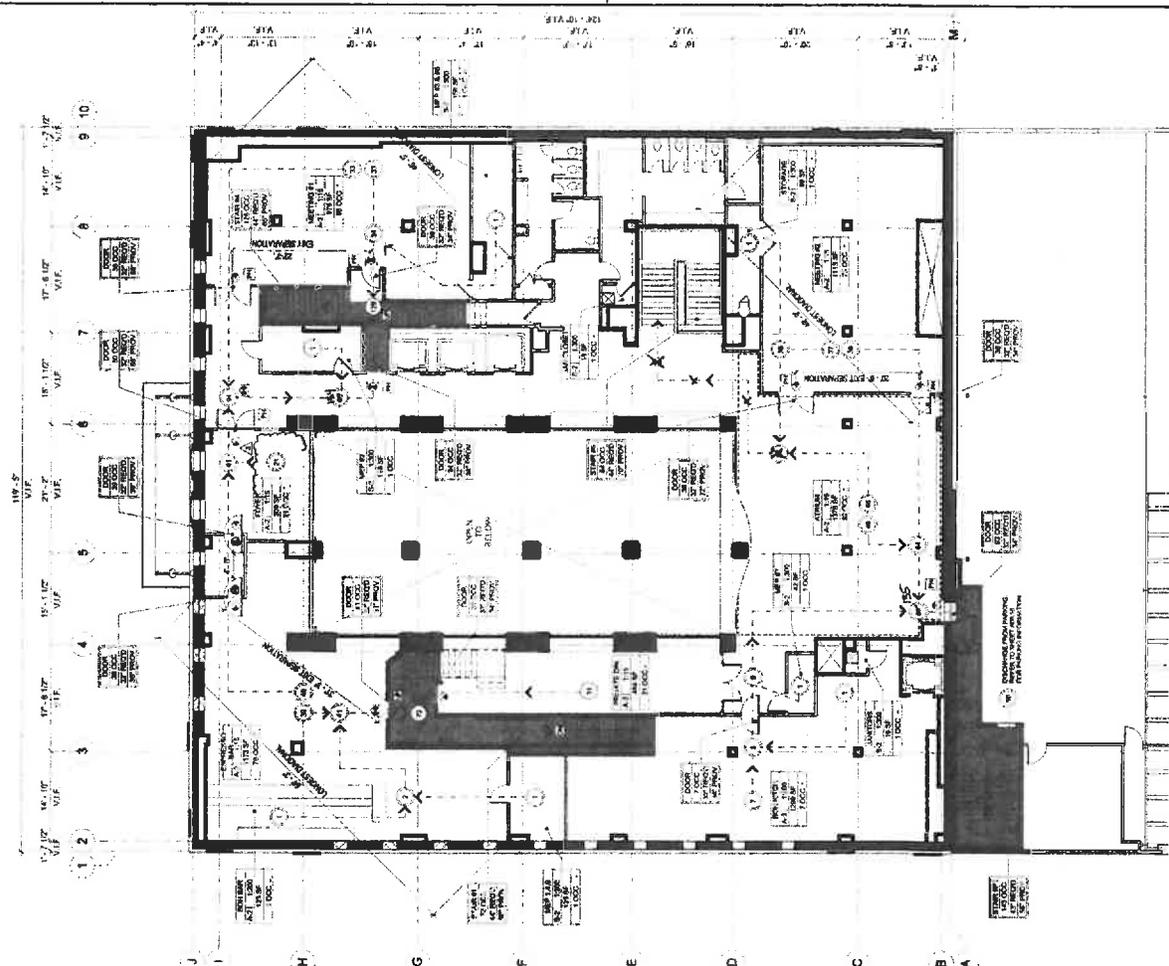
1. CONSULT ALL TRADE CONTRACTORS AND PROVIDE ALL NECESSARY DETAILS TO ALL TRADE CONTRACTORS.
2. PROVIDE ALL NECESSARY DETAILS TO ALL TRADE CONTRACTORS.
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LEGEND

- 1. ROOM NUMBER
- 2. ROOM NAME
- 3. ROOM AREA
- 4. ROOM TYPE
- 5. ROOM OCCUPANCY
- 6. ROOM COMMENTS
- 7. ROOM FINISHES
- 8. ROOM EQUIPMENT
- 9. ROOM UTILITIES
- 10. ROOM ACCESS
- 11. ROOM EGRESS
- 12. ROOM SECURITY
- 13. ROOM SCHEDULING
- 14. ROOM MAINTENANCE
- 15. ROOM STORAGE
- 16. ROOM FURNITURE
- 17. ROOM LIGHTING
- 18. ROOM SOUNDING
- 19. ROOM HEATING
- 20. ROOM COOLING
- 21. ROOM VENTILATION
- 22. ROOM AIR QUALITY
- 23. ROOM ENERGY
- 24. ROOM SUSTAINABILITY
- 25. ROOM WELL-BEING
- 26. ROOM PRODUCTIVITY
- 27. ROOM COLLABORATION
- 28. ROOM INNOVATION
- 29. ROOM ADAPTABILITY
- 30. ROOM FLEXIBILITY
- 31. ROOM SCALABILITY
- 32. ROOM RESILIENCE
- 33. ROOM DURABILITY
- 34. ROOM LONGEVITY
- 35. ROOM VALUE
- 36. ROOM QUALITY
- 37. ROOM EXCELLENCE
- 38. ROOM PERFECTION
- 39. ROOM HARMONY
- 40. ROOM BALANCE
- 41. ROOM UNITY
- 42. ROOM INTEGRITY
- 43. ROOM AUTHORITY
- 44. ROOM CREDIBILITY
- 45. ROOM REPUTATION
- 46. ROOM RESPECT
- 47. ROOM KINDNESS
- 48. ROOM GENTLENESS
- 49. ROOM MERCY
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OCCUPANCY SCHEDULE LEVEL 2/F

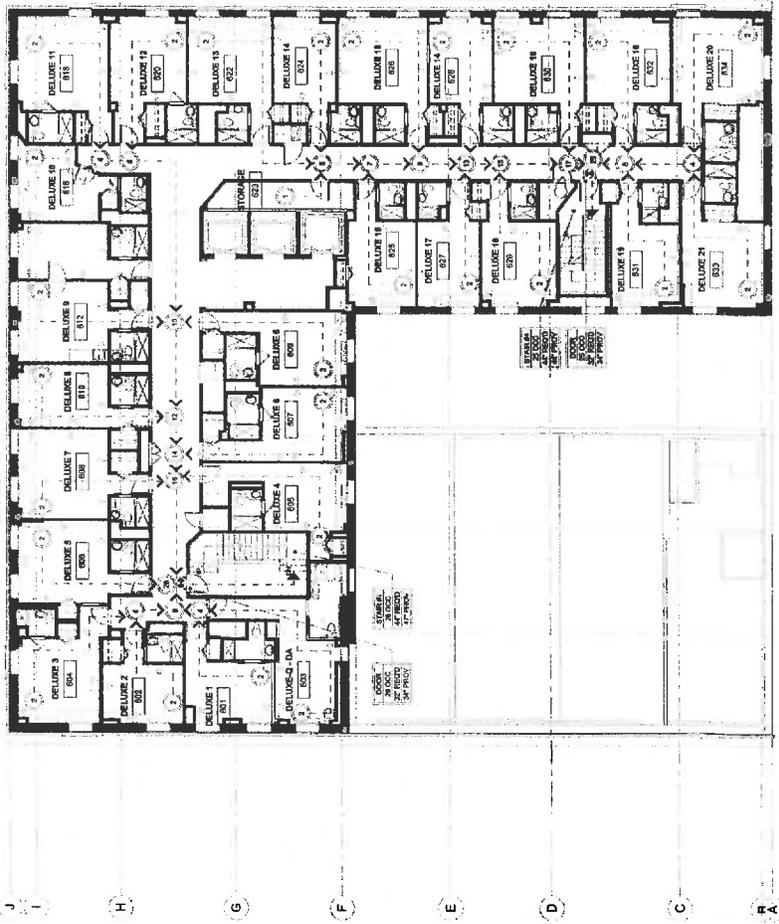
| Room No. | Room Name | Area (SF) | Room Occupancy | Total Occupancy |
|----------|------------------|-----------|----------------|-----------------|
| 201 | ATRIUM | 1078 SF | 75 | 75 |
| 202 | PRIVATE DINING | 884 SF | 15 | 15 |
| 203 | KITCHEN | 1297 SF | 200 | 200 |
| 204 | RESTROOMS | 118 SF | 10 | 10 |
| 205 | MEETING ROOM 1 | 1118 SF | 15 | 15 |
| 206 | MEETING ROOM 2 | 1118 SF | 15 | 15 |
| 207 | MEETING ROOM 3 | 1118 SF | 15 | 15 |
| 208 | MEETING ROOM 4 | 1118 SF | 15 | 15 |
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| 353 | MEETING ROOM 149 | 1118 SF | 15 | 15 |
| 354 | MEETING ROOM 150 | 1118 SF | 15 | 15 |
| 355 | MEETING ROOM 151 | 1118 SF | 15 | 15 |
| 356 | MEETING ROOM 152 | 1118 SF | 15 | 15 |
| 357 | MEETING ROOM 153 | 1118 SF | 15 | 15 |
| 358 | MEETING ROOM 154 | 1118 SF | 15 | 15 |
| 359 | MEETING ROOM 155 | 1118 SF | 15 | 15 |
| 360</ | | | | |

5th FLOOR



SHEET NOTES

1. REFER TO ALL OTHER SHEETS AND DRAWINGS FOR NOTES IN ACCORDANCE WITH THESE DRAWINGS. CONSULT THE ARCHITECT FOR ANY QUESTIONS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE, EXCEPT WHERE SHOWN OTHERWISE.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL, ELECTRICAL AND PLUMBING CODES, EXCEPT WHERE SHOWN OTHERWISE.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE AND SAFETY CODE, EXCEPT WHERE SHOWN OTHERWISE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, EXCEPT WHERE SHOWN OTHERWISE.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA LAND USE ACT, EXCEPT WHERE SHOWN OTHERWISE.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA HEALTH AND SAFETY CODE, EXCEPT WHERE SHOWN OTHERWISE.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA LABOR CODE, EXCEPT WHERE SHOWN OTHERWISE.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PENAL CODE, EXCEPT WHERE SHOWN OTHERWISE.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL CODE, EXCEPT WHERE SHOWN OTHERWISE.
11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA EVIDENCE CODE, EXCEPT WHERE SHOWN OTHERWISE.
12. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA GOVERNMENT CODE, EXCEPT WHERE SHOWN OTHERWISE.
13. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA EDUCATION CODE, EXCEPT WHERE SHOWN OTHERWISE.
14. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FINANCIAL CODE, EXCEPT WHERE SHOWN OTHERWISE.
15. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FOOD AND DRUG CODE, EXCEPT WHERE SHOWN OTHERWISE.
16. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA HEALTH CARE CODE, EXCEPT WHERE SHOWN OTHERWISE.
17. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PROFESSIONAL AND BUSINESS CODE, EXCEPT WHERE SHOWN OTHERWISE.
18. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA REALITY AND PROBATE CODE, EXCEPT WHERE SHOWN OTHERWISE.
19. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA REVENUE AND TAX CODE, EXCEPT WHERE SHOWN OTHERWISE.
20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SOCIAL SERVICES CODE, EXCEPT WHERE SHOWN OTHERWISE.
21. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA UTILITIES CODE, EXCEPT WHERE SHOWN OTHERWISE.
22. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA VEHICLE AND TRAFFIC CODE, EXCEPT WHERE SHOWN OTHERWISE.
23. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA WELFARE AND INSTITUTIONS CODE, EXCEPT WHERE SHOWN OTHERWISE.
24. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA WILDLIFE AND FISH AND GAME CODE, EXCEPT WHERE SHOWN OTHERWISE.
25. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA WINE AND SPIRITS CODE, EXCEPT WHERE SHOWN OTHERWISE.
26. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA WORKERS COMPENSATION AND EMPLOYMENT DEVELOPMENT CODE, EXCEPT WHERE SHOWN OTHERWISE.



ROOM OCCUPANCY SCHEDULE MATRIX

| Name | Number | Department | Area |
|------------|--------|-------------|--------|
| DELUXE 1 | 601 | DELUXE ROOM | 300 SF |
| DELUXE 2 | 602 | DELUXE ROOM | 167 SF |
| DELUXE 3 | 603 | DELUXE ROOM | 241 SF |
| DELUXE 4 | 604 | DELUXE ROOM | 343 SF |
| DELUXE 5 | 605 | DELUXE ROOM | 343 SF |
| DELUXE 6 | 606 | DELUXE ROOM | 452 SF |
| DELUXE 7 | 607 | DELUXE ROOM | 452 SF |
| DELUXE 8 | 608 | DELUXE ROOM | 260 SF |
| DELUXE 9 | 609 | DELUXE ROOM | 221 SF |
| DELUXE 10 | 610 | DELUXE ROOM | 479 SF |
| DELUXE 11 | 611 | DELUXE ROOM | 260 SF |
| DELUXE 12 | 612 | DELUXE ROOM | 260 SF |
| DELUXE 13 | 613 | DELUXE ROOM | 252 SF |
| DELUXE 14 | 614 | DELUXE ROOM | 201 SF |
| DELUXE 15 | 615 | DELUXE ROOM | 212 SF |
| DELUXE 16 | 616 | DELUXE ROOM | 260 SF |
| DELUXE 17 | 617 | DELUXE ROOM | 252 SF |
| DELUXE 18 | 618 | DELUXE ROOM | 197 SF |
| DELUXE 19 | 619 | DELUXE ROOM | 200 SF |
| DELUXE 20 | 620 | DELUXE ROOM | 272 SF |
| DELUXE 21 | 621 | DELUXE ROOM | 242 SF |
| DELUXE 22 | 622 | DELUXE ROOM | 242 SF |
| DELUXE 23 | 623 | DELUXE ROOM | 242 SF |
| DELUXE 24 | 624 | DELUXE ROOM | 242 SF |
| DELUXE 25 | 625 | DELUXE ROOM | 242 SF |
| DELUXE 26 | 626 | DELUXE ROOM | 242 SF |
| DELUXE 27 | 627 | DELUXE ROOM | 242 SF |
| DELUXE 28 | 628 | DELUXE ROOM | 242 SF |
| DELUXE 29 | 629 | DELUXE ROOM | 242 SF |
| DELUXE 30 | 630 | DELUXE ROOM | 242 SF |
| DELUXE 31 | 631 | DELUXE ROOM | 242 SF |
| DELUXE 32 | 632 | DELUXE ROOM | 242 SF |
| DELUXE 33 | 633 | DELUXE ROOM | 242 SF |
| DELUXE 34 | 634 | DELUXE ROOM | 242 SF |
| DELUXE 35 | 635 | DELUXE ROOM | 242 SF |
| DELUXE 36 | 636 | DELUXE ROOM | 242 SF |
| DELUXE 37 | 637 | DELUXE ROOM | 242 SF |
| DELUXE 38 | 638 | DELUXE ROOM | 242 SF |
| DELUXE 39 | 639 | DELUXE ROOM | 242 SF |
| DELUXE 40 | 640 | DELUXE ROOM | 242 SF |
| DELUXE 41 | 641 | DELUXE ROOM | 242 SF |
| DELUXE 42 | 642 | DELUXE ROOM | 242 SF |
| DELUXE 43 | 643 | DELUXE ROOM | 242 SF |
| DELUXE 44 | 644 | DELUXE ROOM | 242 SF |
| DELUXE 45 | 645 | DELUXE ROOM | 242 SF |
| DELUXE 46 | 646 | DELUXE ROOM | 242 SF |
| DELUXE 47 | 647 | DELUXE ROOM | 242 SF |
| DELUXE 48 | 648 | DELUXE ROOM | 242 SF |
| DELUXE 49 | 649 | DELUXE ROOM | 242 SF |
| DELUXE 50 | 650 | DELUXE ROOM | 242 SF |
| DELUXE 51 | 651 | DELUXE ROOM | 242 SF |
| DELUXE 52 | 652 | DELUXE ROOM | 242 SF |
| DELUXE 53 | 653 | DELUXE ROOM | 242 SF |
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| DELUXE 55 | 655 | DELUXE ROOM | 242 SF |
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| DELUXE 60 | 660 | DELUXE ROOM | 242 SF |
| DELUXE 61 | 661 | DELUXE ROOM | 242 SF |
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| DELUXE 64 | 664 | DELUXE ROOM | 242 SF |
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| DELUXE 66 | 666 | DELUXE ROOM | 242 SF |
| DELUXE 67 | 667 | DELUXE ROOM | 242 SF |
| DELUXE 68 | 668 | DELUXE ROOM | 242 SF |
| DELUXE 69 | 669 | DELUXE ROOM | 242 SF |
| DELUXE 70 | 670 | DELUXE ROOM | 242 SF |
| DELUXE 71 | 671 | DELUXE ROOM | 242 SF |
| DELUXE 72 | 672 | DELUXE ROOM | 242 SF |
| DELUXE 73 | 673 | DELUXE ROOM | 242 SF |
| DELUXE 74 | 674 | DELUXE ROOM | 242 SF |
| DELUXE 75 | 675 | DELUXE ROOM | 242 SF |
| DELUXE 76 | 676 | DELUXE ROOM | 242 SF |
| DELUXE 77 | 677 | DELUXE ROOM | 242 SF |
| DELUXE 78 | 678 | DELUXE ROOM | 242 SF |
| DELUXE 79 | 679 | DELUXE ROOM | 242 SF |
| DELUXE 80 | 680 | DELUXE ROOM | 242 SF |
| DELUXE 81 | 681 | DELUXE ROOM | 242 SF |
| DELUXE 82 | 682 | DELUXE ROOM | 242 SF |
| DELUXE 83 | 683 | DELUXE ROOM | 242 SF |
| DELUXE 84 | 684 | DELUXE ROOM | 242 SF |
| DELUXE 85 | 685 | DELUXE ROOM | 242 SF |
| DELUXE 86 | 686 | DELUXE ROOM | 242 SF |
| DELUXE 87 | 687 | DELUXE ROOM | 242 SF |
| DELUXE 88 | 688 | DELUXE ROOM | 242 SF |
| DELUXE 89 | 689 | DELUXE ROOM | 242 SF |
| DELUXE 90 | 690 | DELUXE ROOM | 242 SF |
| DELUXE 91 | 691 | DELUXE ROOM | 242 SF |
| DELUXE 92 | 692 | DELUXE ROOM | 242 SF |
| DELUXE 93 | 693 | DELUXE ROOM | 242 SF |
| DELUXE 94 | 694 | DELUXE ROOM | 242 SF |
| DELUXE 95 | 695 | DELUXE ROOM | 242 SF |
| DELUXE 96 | 696 | DELUXE ROOM | 242 SF |
| DELUXE 97 | 697 | DELUXE ROOM | 242 SF |
| DELUXE 98 | 698 | DELUXE ROOM | 242 SF |
| DELUXE 99 | 699 | DELUXE ROOM | 242 SF |
| DELUXE 100 | 700 | DELUXE ROOM | 242 SF |

OCCUPANCY SCHEDULE LEVELS

| Name | Area | Room Occupancy | Total Occupancy |
|-------------------|-------|----------------|-----------------|
| STORAGE | 90 SF | 100 | 100 |
| Corridor | 90 SF | 100 | 100 |
| Access/Escap Area | | | |
| Total | | | |

REFER TO DRAWING FOR QUESTIONS PERTAINING TO THIS SHEET

| TOTAL FLOOR (PROV) DIFFS |
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LEGEND

- ROOM NUMBER
- ROOM NAME
- ROOM AREA
- ROOM OCCUPANCY
- ROOM TYPE
- ROOM USE
- ROOM CODE
- ROOM COLOR
- ROOM PATH
- ROOM FEATURES
- ROOM FINISH
- ROOM FURNITURE
- ROOM EQUIPMENT
- ROOM ACCESSORIES
- ROOM FIXTURES
- ROOM MATERIALS
- ROOM FINISHES
- ROOM COATINGS
- ROOM PAINTS
- ROOM STAINERS
- ROOM SEALERS
- ROOM PRESERVATIVES
- ROOM CLEANERS
- ROOM MAINTENANCE
- ROOM REPAIRS
- ROOM REPLACEMENTS
- ROOM UPGRADES
- ROOM MODIFICATIONS
- ROOM DEMOLITIONS
- ROOM CONSTRUCTION
- ROOM RENOVATIONS
- ROOM RESTORATIONS
- ROOM RECONSTRUCTIONS
- ROOM REPAIRS
- ROOM REPLACEMENTS
- ROOM UPGRADES
- ROOM MODIFICATIONS
- ROOM DEMOLITIONS
- ROOM CONSTRUCTION
- ROOM RENOVATIONS
- ROOM RESTORATIONS
- ROOM RECONSTRUCTIONS



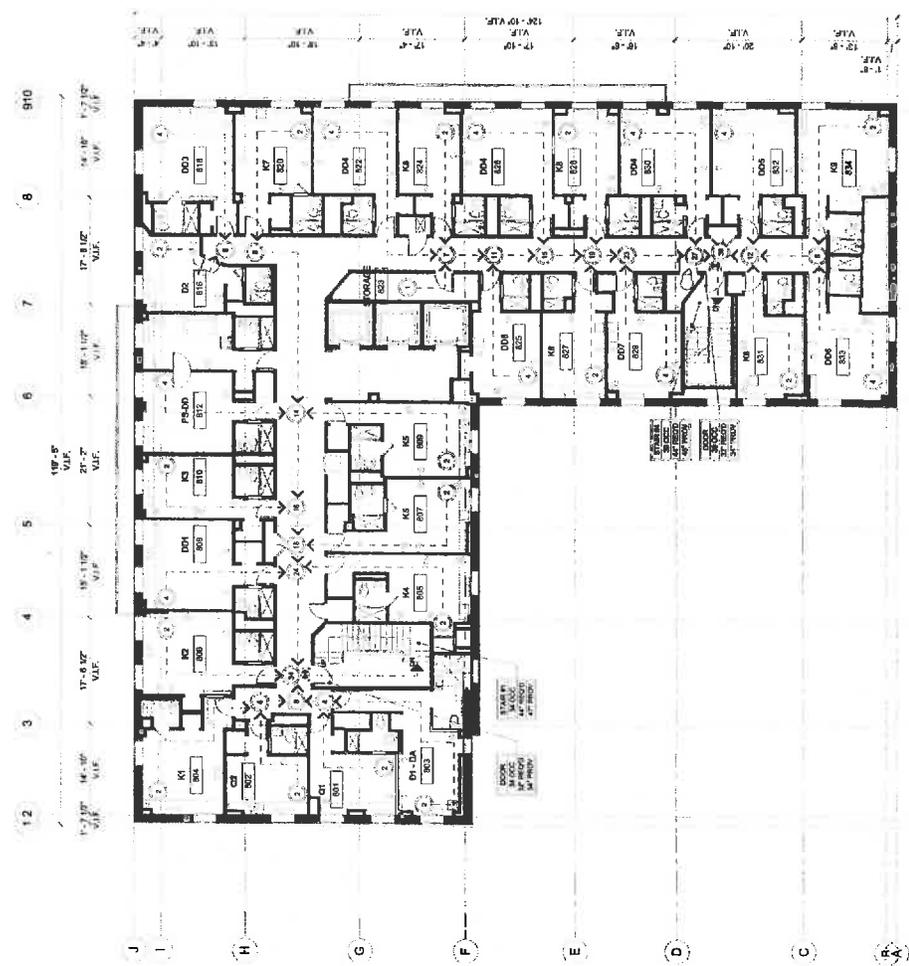


SHEET NOTES

1. ALL ROOMS SHALL BE OCCUPIED BY ONE OR MORE PERSONS AT ALL TIMES.
2. ALL ROOMS SHALL BE OCCUPIED BY ONE OR MORE PERSONS AT ALL TIMES.
3. ALL ROOMS SHALL BE OCCUPIED BY ONE OR MORE PERSONS AT ALL TIMES.

LEGEND

- 1. ROOM NUMBER
- 2. ROOM TYPE
- 3. ROOM OCCUPANCY
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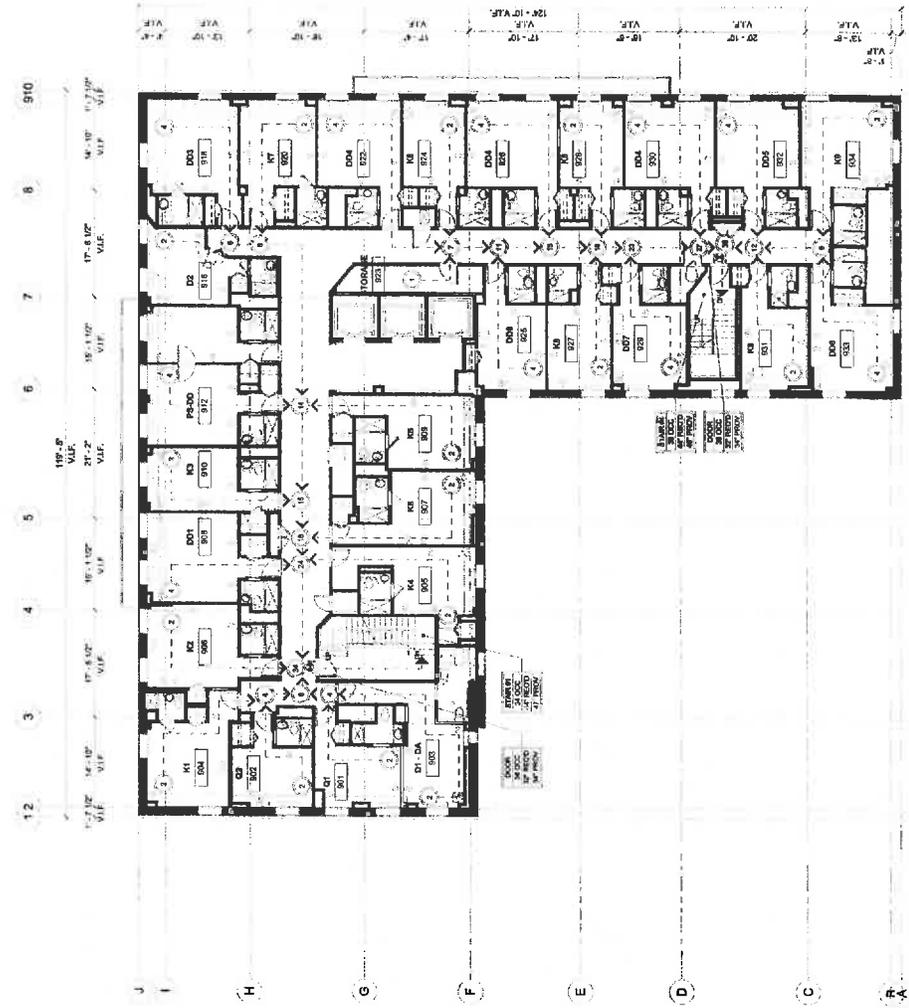


| Name | Number | Department | Area |
|------|--------|------------|--------|
| 801 | 801 | 801 | 472 SF |
| 802 | 802 | 802 | 472 SF |
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| 967 | 967 | 967 | 472 SF |
| 968 | 968 | 968 | 472 SF |
| 969 | 969 | 969 | 472 SF |
| 970 | 970 | 970 | 472 SF |
| 971 | 971 | 971 | 472 SF |
| 972 | 972 | 972 | 472 SF |
| 973 | 973 | 973 | 472 SF |
| 974 | 974 | 974 | 472 SF |
| 975 | 975 | 975 | 472 SF |
| 976 | 976 | 976 | 472 SF |
| 977 | 977 | 977 | 472 SF |
| 978 | 978 | 978 | 472 SF |
| 979 | 979 | 979 | 472 SF |
| 980 | 980 | 980 | 472 SF |
| 981 | 981 | 981 | 472 SF |
| 982 | 982 | 982 | 472 SF |
| 983 | 983 | 983 | 472 SF |
| 984 | 984 | 984 | 472 SF |
| 985 | 985 | 985 | 472 SF |
| 986 | 986 | 986 | 472 SF |
| 987 | 987 | 987 | 472 SF |
| 988 | 988 | 988 | 472 SF |
| 989 | 989 | 989 | 472 SF |
| 990 | 990 | 990 | 472 SF |
| 991 | 991 | 991 | 472 SF |
| 992 | 992 | 992 | 472 SF |
| 993 | 993 | 993 | 472 SF |
| 994 | 994 | 994 | 472 SF |
| 995 | 995 | 995 | 472 SF |
| 996 | 996 | 996 | 472 SF |
| 997 | 997 | 997 | 472 SF |
| 998 | 998 | 998 | 472 SF |
| 999 | 999 | 999 | 472 SF |
| 1000 | 1000 | 1000 | 472 SF |

| Name | Area | SF | Room | Occupancy | Total |
|------|--------|-----|------|-----------|-------|
| 801 | 472 SF | 472 | 801 | 1 | 1 |
| 802 | 472 SF | 472 | 802 | 1 | 1 |
| 803 | 472 SF | 472 | 803 | 1 | 1 |
| 804 | 472 SF | 472 | 804 | 1 | 1 |
| 805 | 472 SF | 472 | 805 | 1 | 1 |
| 806 | 472 SF | 472 | 806 | 1 | 1 |
| 807 | 472 SF | 472 | 807 | 1 | 1 |
| 808 | 472 SF | 472 | 808 | 1 | 1 |
| 809 | 472 SF | 472 | 809 | 1 | 1 |
| 810 | 472 SF | 472 | 810 | 1 | 1 |
| 811 | 472 SF | 472 | 811 | 1 | 1 |
| 812 | 472 SF | 472 | 812 | 1 | 1 |
| 813 | 472 SF | 472 | 813 | 1 | 1 |
| 814 | 472 SF | 472 | 814 | 1 | 1 |
| 815 | 472 SF | 472 | 815 | 1 | 1 |
| 816 | 472 SF | 472 | 816 | 1 | 1 |
| 817 | 472 SF | 472 | 817 | 1 | 1 |
| 818 | 472 SF | 472 | 818 | 1 | 1 |
| 819 | 472 SF | 472 | 819 | 1 | 1 |
| 820 | 472 SF | 472 | 820 | 1 | 1 |
| 821 | 472 SF | 472 | 821 | 1 | 1 |
| 822 | 472 SF | 472 | 822 | 1 | 1 |
| 823 | 472 SF | 472 | 823 | 1 | 1 |
| 824 | 472 SF | 472 | 824 | 1 | 1 |
| 825 | 472 SF | 472 | 825 | 1 | 1 |
| 826 | 472 SF | | | | |

SHEET NOTES

1. VERIFY ALL FIELD DIMENSIONS IN SCHEDULED AREAS. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
2. VERIFY ALL FIELD DIMENSIONS IN SCHEDULED AREAS. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. VERIFY ALL FIELD DIMENSIONS IN SCHEDULED AREAS. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
4. VERIFY ALL FIELD DIMENSIONS IN SCHEDULED AREAS. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
5. VERIFY ALL FIELD DIMENSIONS IN SCHEDULED AREAS. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.



CC - SET OF GUESTROOMS MATROR

| Name | Number | Area |
|------|--------|--------|
| 901 | 111 | 77.58 |
| 902 | 112 | 152.88 |
| 903 | 113 | 77.58 |
| 904 | 114 | 152.88 |
| 905 | 115 | 77.58 |
| 906 | 116 | 152.88 |
| 907 | 117 | 77.58 |
| 908 | 118 | 152.88 |
| 909 | 119 | 77.58 |
| 910 | 120 | 152.88 |
| 911 | 121 | 77.58 |
| 912 | 122 | 152.88 |
| 913 | 123 | 77.58 |
| 914 | 124 | 152.88 |
| 915 | 125 | 77.58 |
| 916 | 126 | 152.88 |
| 917 | 127 | 77.58 |
| 918 | 128 | 152.88 |
| 919 | 129 | 77.58 |
| 920 | 130 | 152.88 |
| 921 | 131 | 77.58 |
| 922 | 132 | 152.88 |
| 923 | 133 | 77.58 |
| 924 | 134 | 152.88 |
| 925 | 135 | 77.58 |
| 926 | 136 | 152.88 |
| 927 | 137 | 77.58 |
| 928 | 138 | 152.88 |
| 929 | 139 | 77.58 |
| 930 | 140 | 152.88 |
| 931 | 141 | 77.58 |
| 932 | 142 | 152.88 |
| 933 | 143 | 77.58 |
| 934 | 144 | 152.88 |
| 935 | 145 | 77.58 |
| 936 | 146 | 152.88 |
| 937 | 147 | 77.58 |
| 938 | 148 | 152.88 |
| 939 | 149 | 77.58 |
| 940 | 150 | 152.88 |
| 941 | 151 | 77.58 |
| 942 | 152 | 152.88 |
| 943 | 153 | 77.58 |
| 944 | 154 | 152.88 |
| 945 | 155 | 77.58 |
| 946 | 156 | 152.88 |
| 947 | 157 | 77.58 |
| 948 | 158 | 152.88 |
| 949 | 159 | 77.58 |
| 950 | 160 | 152.88 |
| 951 | 161 | 77.58 |
| 952 | 162 | 152.88 |
| 953 | 163 | 77.58 |
| 954 | 164 | 152.88 |
| 955 | 165 | 77.58 |
| 956 | 166 | 152.88 |
| 957 | 167 | 77.58 |
| 958 | 168 | 152.88 |
| 959 | 169 | 77.58 |
| 960 | 170 | 152.88 |
| 961 | 171 | 77.58 |
| 962 | 172 | 152.88 |
| 963 | 173 | 77.58 |
| 964 | 174 | 152.88 |
| 965 | 175 | 77.58 |
| 966 | 176 | 152.88 |
| 967 | 177 | 77.58 |
| 968 | 178 | 152.88 |
| 969 | 179 | 77.58 |
| 970 | 180 | 152.88 |
| 971 | 181 | 77.58 |
| 972 | 182 | 152.88 |
| 973 | 183 | 77.58 |
| 974 | 184 | 152.88 |
| 975 | 185 | 77.58 |
| 976 | 186 | 152.88 |
| 977 | 187 | 77.58 |
| 978 | 188 | 152.88 |
| 979 | 189 | 77.58 |
| 980 | 190 | 152.88 |
| 981 | 191 | 77.58 |
| 982 | 192 | 152.88 |
| 983 | 193 | 77.58 |
| 984 | 194 | 152.88 |
| 985 | 195 | 77.58 |
| 986 | 196 | 152.88 |
| 987 | 197 | 77.58 |
| 988 | 198 | 152.88 |
| 989 | 199 | 77.58 |
| 990 | 200 | 152.88 |
| 991 | 201 | 77.58 |
| 992 | 202 | 152.88 |
| 993 | 203 | 77.58 |
| 994 | 204 | 152.88 |
| 995 | 205 | 77.58 |
| 996 | 206 | 152.88 |
| 997 | 207 | 77.58 |
| 998 | 208 | 152.88 |
| 999 | 209 | 77.58 |
| 1000 | 210 | 152.88 |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

CC - SET OF GUESTROOMS MATROR

| Name | Area | Room Occupancy | Comments |
|-------------|-------|----------------|------------------------|
| STORAGE | 98 SF | 200 | Accessory Storage Area |
| Grand Total | 98 SF | | |

SHEET NOTES

1. PROVIDE CLEAR EGRESS PATHS TO EXISTING AND NEW EGRESS ENTRIES.
2. VERIFY ALL OCCUPANCY LOADS WITH THE LOCAL FIRE DEPARTMENT.
3. VERIFY ALL OCCUPANCY LOADS WITH THE LOCAL FIRE DEPARTMENT.
4. VERIFY ALL OCCUPANCY LOADS WITH THE LOCAL FIRE DEPARTMENT.
5. VERIFY ALL OCCUPANCY LOADS WITH THE LOCAL FIRE DEPARTMENT.

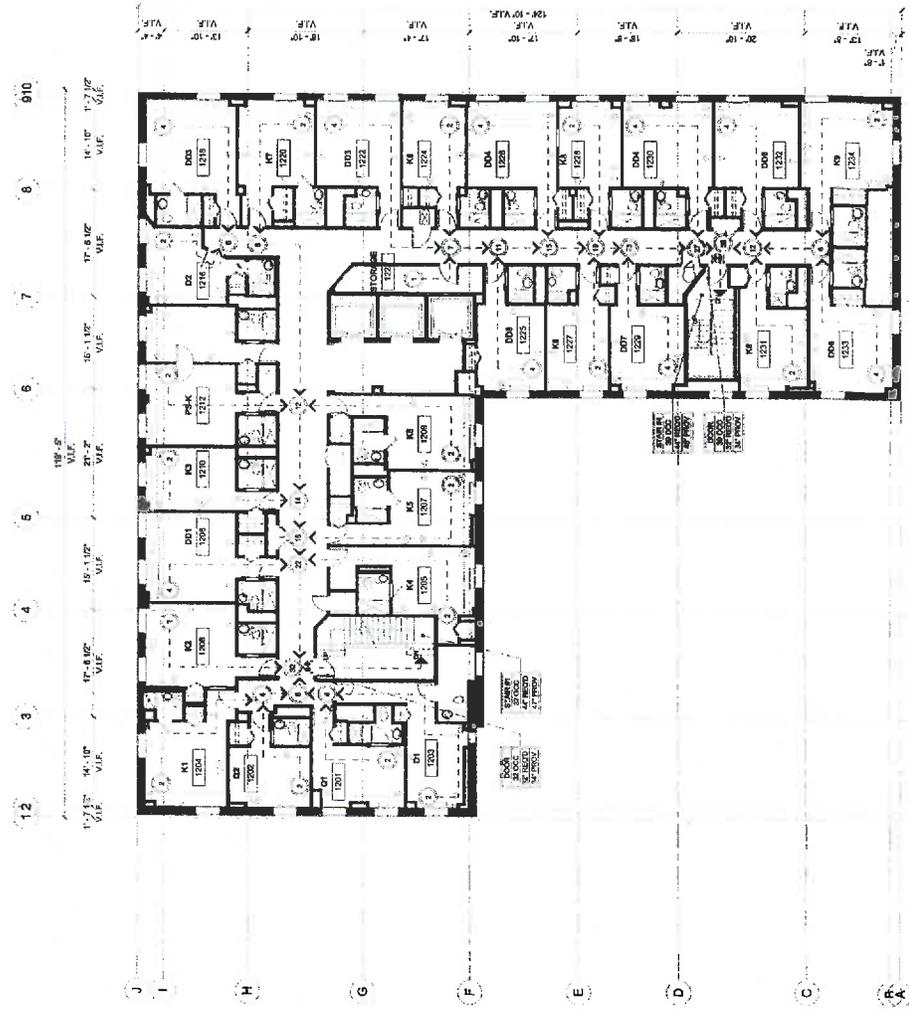
DATE: 02/27/14
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT: 100 DEVELOPMENT
 SHEET: 100-01



A00.32

LEGEND

- 1. 100 OCCUPANCY LOAD
- 2. 100 OCCUPANCY LOAD
- 3. 100 OCCUPANCY LOAD
- 4. 100 OCCUPANCY LOAD
- 5. 100 OCCUPANCY LOAD
- 6. 100 OCCUPANCY LOAD
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- 33. 100 OCCUPANCY LOAD
- 34. 100 OCCUPANCY LOAD
- 35. 100 OCCUPANCY LOAD
- 36. 100 OCCUPANCY LOAD
- 37. 100 OCCUPANCY LOAD
- 38. 100 OCCUPANCY LOAD
- 39. 100 OCCUPANCY LOAD
- 40. 100 OCCUPANCY LOAD
- 41. 100 OCCUPANCY LOAD
- 42. 100 OCCUPANCY LOAD
- 43. 100 OCCUPANCY LOAD
- 44. 100 OCCUPANCY LOAD
- 45. 100 OCCUPANCY LOAD
- 46. 100 OCCUPANCY LOAD
- 47. 100 OCCUPANCY LOAD
- 48. 100 OCCUPANCY LOAD
- 49. 100 OCCUPANCY LOAD
- 50. 100 OCCUPANCY LOAD



100-01: 12TH FLOOR GUESTROOMS MA 100

| Room Number | Room Name | Area (SF) | Occupancy |
|-------------|--------------------|-----------|-----------|
| 100-01 | GUESTROOM - DOUBLE | 271 SF | 1 |
| 100-02 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-03 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-04 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-05 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-06 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-07 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-08 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-09 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-10 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-11 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-12 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-13 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-14 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-15 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-16 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-17 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-18 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-19 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-20 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-21 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-22 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-23 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-24 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-25 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-26 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-27 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-28 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-29 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-30 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-31 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-32 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-33 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-34 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-35 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-36 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-37 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-38 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-39 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-40 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-41 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-42 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-43 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-44 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-45 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-46 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-47 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-48 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-49 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-50 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-51 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-52 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-53 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-54 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-55 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-56 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-57 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-58 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-59 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-60 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-61 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-62 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-63 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-64 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-65 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-66 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-67 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-68 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-69 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-70 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-71 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-72 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-73 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-74 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-75 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-76 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-77 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-78 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-79 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-80 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-81 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-82 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-83 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-84 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-85 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-86 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-87 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-88 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-89 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-90 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-91 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-92 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-93 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-94 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-95 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-96 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-97 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-98 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-99 | GUESTROOM - DOUBLE | 199 SF | 1 |
| 100-100 | GUESTROOM - DOUBLE | 199 SF | 1 |

100-01: 12TH FLOOR GUESTROOMS MA 100

| Name | Area (SF) | Room Occupancy | Room | Occupancy |
|--------------|-----------|----------------|-------------------------|-----------|
| STORAGE | 96 SF | 500 | Accessory Storage Areas | |
| Guest Room 1 | 99 SF | | | |

REFER TO DRAWING FOR GUESTROOM EGRESS

| TOTAL EGRESS | MIN | ERTS |
|--------------|-----|------|
| 71 | 1 | 1 |



OCC - 15TH OF GUESTROOMS MATRIX

| Name | Number | Department | Area |
|------|--------|--------------------|--------|
| D1 | 1503 | GUESTROOM - DOUBLE | 253 SF |
| D2 | 1504 | GUESTROOM - DOUBLE | 253 SF |
| D3 | 1505 | GUESTROOM - DOUBLE | 253 SF |
| D4 | 1506 | GUESTROOM - DOUBLE | 253 SF |
| D5 | 1507 | GUESTROOM - DOUBLE | 253 SF |
| D6 | 1508 | GUESTROOM - DOUBLE | 253 SF |
| D7 | 1509 | GUESTROOM - DOUBLE | 253 SF |
| D8 | 1510 | GUESTROOM - DOUBLE | 253 SF |
| D9 | 1511 | GUESTROOM - DOUBLE | 253 SF |
| D10 | 1512 | GUESTROOM - DOUBLE | 253 SF |
| D11 | 1513 | GUESTROOM - DOUBLE | 253 SF |
| D12 | 1514 | GUESTROOM - DOUBLE | 253 SF |
| D13 | 1515 | GUESTROOM - DOUBLE | 253 SF |
| D14 | 1516 | GUESTROOM - DOUBLE | 253 SF |
| D15 | 1517 | GUESTROOM - DOUBLE | 253 SF |
| D16 | 1518 | GUESTROOM - DOUBLE | 253 SF |
| D17 | 1519 | GUESTROOM - DOUBLE | 253 SF |
| D18 | 1520 | GUESTROOM - DOUBLE | 253 SF |
| D19 | 1521 | GUESTROOM - DOUBLE | 253 SF |
| D20 | 1522 | GUESTROOM - DOUBLE | 253 SF |
| D21 | 1523 | GUESTROOM - DOUBLE | 253 SF |
| D22 | 1524 | GUESTROOM - DOUBLE | 253 SF |
| D23 | 1525 | GUESTROOM - DOUBLE | 253 SF |
| D24 | 1526 | GUESTROOM - DOUBLE | 253 SF |
| D25 | 1527 | GUESTROOM - DOUBLE | 253 SF |
| D26 | 1528 | GUESTROOM - DOUBLE | 253 SF |
| D27 | 1529 | GUESTROOM - DOUBLE | 253 SF |
| D28 | 1530 | GUESTROOM - DOUBLE | 253 SF |
| D29 | 1531 | GUESTROOM - DOUBLE | 253 SF |
| D30 | 1532 | GUESTROOM - DOUBLE | 253 SF |
| D31 | 1533 | GUESTROOM - DOUBLE | 253 SF |
| D32 | 1534 | GUESTROOM - DOUBLE | 253 SF |
| D33 | 1535 | GUESTROOM - DOUBLE | 253 SF |
| D34 | 1536 | GUESTROOM - DOUBLE | 253 SF |
| D35 | 1537 | GUESTROOM - DOUBLE | 253 SF |
| D36 | 1538 | GUESTROOM - DOUBLE | 253 SF |
| D37 | 1539 | GUESTROOM - DOUBLE | 253 SF |
| D38 | 1540 | GUESTROOM - DOUBLE | 253 SF |
| D39 | 1541 | GUESTROOM - DOUBLE | 253 SF |
| D40 | 1542 | GUESTROOM - DOUBLE | 253 SF |
| D41 | 1543 | GUESTROOM - DOUBLE | 253 SF |
| D42 | 1544 | GUESTROOM - DOUBLE | 253 SF |
| D43 | 1545 | GUESTROOM - DOUBLE | 253 SF |
| D44 | 1546 | GUESTROOM - DOUBLE | 253 SF |
| D45 | 1547 | GUESTROOM - DOUBLE | 253 SF |
| D46 | 1548 | GUESTROOM - DOUBLE | 253 SF |
| D47 | 1549 | GUESTROOM - DOUBLE | 253 SF |
| D48 | 1550 | GUESTROOM - DOUBLE | 253 SF |
| D49 | 1551 | GUESTROOM - DOUBLE | 253 SF |
| D50 | 1552 | GUESTROOM - DOUBLE | 253 SF |
| D51 | 1553 | GUESTROOM - DOUBLE | 253 SF |
| D52 | 1554 | GUESTROOM - DOUBLE | 253 SF |
| D53 | 1555 | GUESTROOM - DOUBLE | 253 SF |
| D54 | 1556 | GUESTROOM - DOUBLE | 253 SF |
| D55 | 1557 | GUESTROOM - DOUBLE | 253 SF |
| D56 | 1558 | GUESTROOM - DOUBLE | 253 SF |
| D57 | 1559 | GUESTROOM - DOUBLE | 253 SF |
| D58 | 1560 | GUESTROOM - DOUBLE | 253 SF |
| D59 | 1561 | GUESTROOM - DOUBLE | 253 SF |
| D60 | 1562 | GUESTROOM - DOUBLE | 253 SF |
| D61 | 1563 | GUESTROOM - DOUBLE | 253 SF |
| D62 | 1564 | GUESTROOM - DOUBLE | 253 SF |
| D63 | 1565 | GUESTROOM - DOUBLE | 253 SF |
| D64 | 1566 | GUESTROOM - DOUBLE | 253 SF |
| D65 | 1567 | GUESTROOM - DOUBLE | 253 SF |
| D66 | 1568 | GUESTROOM - DOUBLE | 253 SF |
| D67 | 1569 | GUESTROOM - DOUBLE | 253 SF |
| D68 | 1570 | GUESTROOM - DOUBLE | 253 SF |
| D69 | 1571 | GUESTROOM - DOUBLE | 253 SF |
| D70 | 1572 | GUESTROOM - DOUBLE | 253 SF |
| D71 | 1573 | GUESTROOM - DOUBLE | 253 SF |
| D72 | 1574 | GUESTROOM - DOUBLE | 253 SF |
| D73 | 1575 | GUESTROOM - DOUBLE | 253 SF |
| D74 | 1576 | GUESTROOM - DOUBLE | 253 SF |
| D75 | 1577 | GUESTROOM - DOUBLE | 253 SF |
| D76 | 1578 | GUESTROOM - DOUBLE | 253 SF |
| D77 | 1579 | GUESTROOM - DOUBLE | 253 SF |
| D78 | 1580 | GUESTROOM - DOUBLE | 253 SF |
| D79 | 1581 | GUESTROOM - DOUBLE | 253 SF |
| D80 | 1582 | GUESTROOM - DOUBLE | 253 SF |
| D81 | 1583 | GUESTROOM - DOUBLE | 253 SF |
| D82 | 1584 | GUESTROOM - DOUBLE | 253 SF |
| D83 | 1585 | GUESTROOM - DOUBLE | 253 SF |
| D84 | 1586 | GUESTROOM - DOUBLE | 253 SF |
| D85 | 1587 | GUESTROOM - DOUBLE | 253 SF |
| D86 | 1588 | GUESTROOM - DOUBLE | 253 SF |
| D87 | 1589 | GUESTROOM - DOUBLE | 253 SF |
| D88 | 1590 | GUESTROOM - DOUBLE | 253 SF |
| D89 | 1591 | GUESTROOM - DOUBLE | 253 SF |
| D90 | 1592 | GUESTROOM - DOUBLE | 253 SF |
| D91 | 1593 | GUESTROOM - DOUBLE | 253 SF |
| D92 | 1594 | GUESTROOM - DOUBLE | 253 SF |
| D93 | 1595 | GUESTROOM - DOUBLE | 253 SF |
| D94 | 1596 | GUESTROOM - DOUBLE | 253 SF |
| D95 | 1597 | GUESTROOM - DOUBLE | 253 SF |
| D96 | 1598 | GUESTROOM - DOUBLE | 253 SF |
| D97 | 1599 | GUESTROOM - DOUBLE | 253 SF |
| D98 | 1600 | GUESTROOM - DOUBLE | 253 SF |
| D99 | 1601 | GUESTROOM - DOUBLE | 253 SF |
| D100 | 1602 | GUESTROOM - DOUBLE | 253 SF |

OCCUPANCY SCHEDULE - LEVEL 15

| Name | Area | Room | Room Occupancy | Total Occupants |
|---------|-------|------|-------------------------|-----------------|
| STORAGE | 83 SF | 100 | Accessory Storage Units | 1 |
| General | 83 SF | 100 | Accessory Storage Units | 1 |

REFER TO DRAWING FOR GUESTROOM EATING

TOTAL FOOD PROVIDED: 83

2

EXHIBIT B

Project Roomkey Interim Housing – Scope of Work – Meal Provisions

see attached



Exhibit A
Project Roomkey Interim Housing Program
On-site Meal Provision

I. BACKGROUND AND PROJECT OVERVIEW

In March 2020, the County and City of Los Angeles declared a public health emergency related to Coronavirus (COVID-19). To combat the spread of COVID-19 and address the needs of the most vulnerable individuals in the community, local leaders created a hotel/motel program to provide temporary housing for asymptomatic people experiencing homelessness (PEH) who are most at-risk of contracting COVID-19. High-risk includes individuals 65 years of age and older or who have certain underlying health conditions.

The Project Roomkey Interim Housing (PRK-IH) Program seeks to provide highly vulnerable asymptomatic PEH with emergency temporary housing throughout Los Angeles County who are at higher risk of serious complications from COVID-19 infection.

II. PROJECT DESCRIPTION

Each PRK-IH site will provide supportive services, on-site supervision and three meals per day to participants in a hotel/motel setting. Contracted licensed security, healthcare professionals, and Los Angeles County/City Disaster Service Workers (DSW) will provide support at the site to help ensure it meets the needs of the “Safer at Home” executive order issued by the City of Los Angeles, the County of Los Angeles and the State of California.

III. MEAL PROVISION

1. Contractor shall adhere to the following:
 - 1.1. Provide meals seven (7) days per week, including holidays.
 - 1.2. Provide three (3) meals per day (breakfast, lunch and dinner). Dinner must be a hot meal.
 - 1.3. Hot meals shall be packaged individually in microwavable containers.
 - 1.4. All meals must include individually packaged cutlery and napkins.
 - 1.5. Provide a two-week menu, at least one week in advance. Changes to the menu must be approved by LAHSA.
 - 1.6. One (1) eight-ounce bottle or can of still water must be provided with each meal. Other beverages must be approved by LAHSA.

IV. DIETARY ACCOMODATIONS

2. Contractor must provide options for the following dietary restrictions.
 - 2.1. Major allergens (nuts, dairy, eggs, soy, wheat and fish).
 - 2.2. Vegan/Vegetarian.
 - 2.3. Soft foods.

V. DELIVERY AND RECEIVING

3. Meals must be delivered to site staff at the required location at the start of each meal period. Mealtimes will be established by the site coordinator.

4. Contractor must provide a delivery ticket when delivering meals, supplies and equipment.

Delivery ticket(s) must include the following details:

- 4.1. Date of delivery.
- 4.2. Purchase Order/Invoice Number.
- 4.3. Contact number and Telephone number.
- 4.4. Name and address of delivery site location.
- 4.5. Quantity of meals delivered.
- 4.6. Description of the meals delivered.
- 4.7. Date each type of item will be consumed.

5. Contractor will ensure the delivery ticket is signed by a designated/appointed staff at the delivery site as proof the delivery. A copy of the delivery ticket must be kept on file by the Contractor.

VI. FURNISHED APPLIANCES

6. Subject to LAHSA's request, refrigerators and microwaves will be made available and maintained by Contractor.

VII. INVOICING

7. Contractor must provide an invoice for all delivered meals, beverages, cutlery, equipment and any additional supplies. Invoices ticket(s) must include the following:

- 6.1. Date of delivery,
- 6.2. Purchase order number, if applicable,
- 6.3. Contractor contact person and telephone number,
- 6.4. Name of site location and address of delivery,
- 6.5. Quantity of meals, supplies or equipment delivered,
- 6.6. Description of the meals, supplies or equipment delivered,
- 6.7. Price per unit, and
- 6.8. Date each type of item will be consumed, if applicable.

VIII. CONTRACTOR'S RESPONSIBILITIES

8. Contractor will provide LAHSA with a direct point of contact who can respond to LAHSA inquiries about the Contractor's performance of the Contract. The point of contact must be available from the hours of 6:00am to 6:00pm. Should there be a change in the point of contact, the Contractor will immediately notify the designated LAHSA contact providing oversight to the meal contract.
9. Contractor must replace any meals spoiled due to vendor error including but not limited to delivery delays and packaging defects at no cost.
10. Contractor shall ensure employees are appropriately identified with a company issued identification badge that clearly shows the employee's name and Contractor's company.
11. Contractor will ensure all employees cooking or handling food are free of communicable diseases. The Contractor shall train employees on the importance of hand washing as a food borne illness prevention measure.
12. Contractor will provide LAHSA with a certificate of food service management, handling, and sanitation training.

**APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Owner certifies, to the best of his or her knowledge, that:

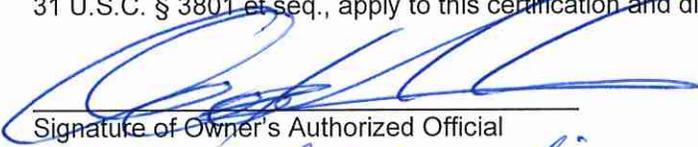
A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner, Mayfair Lofts, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Owner's Authorized Official

Alexander Moradi
Name and Title of Owner's Authorized Official

7/8/2020
Date

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

| | | |
|--|---------------------------|---------------|
| Vendor Name/Financial Institution (printed) Mayfair Master Tenant, LLC | | BTRC (or n/a) |
| By (Authorized Signature)  | | |
| Print Name and Title of Person Signing Alexander Moradi, Manager | | |
| Date Executed July 1, 2020 | City Approval (Signature) | (Print Name) |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

| | | |
|---|---------------------------|---------------|
| Vendor Name/Financial Institution (printed) | | BTRC (or n/a) |
| By (Authorized Signature) | | |
| Print Name and Title of Person Signing | | |
| Date Executed | City Approval (Signature) | (Print Name) |