CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION   DATE: 2/24/21
ROOM 395, CITY HALL

(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: 213-922-8554

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

ADOPTED BY COUNCIL: _____
                                DATE
APPROVED BY BPW: _____
                        DATE

NEW CONTRACT ___
AMENDED AND RESTATED ___
ADDENDUM NO. X __
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT 1 ___

CONTRACTOR NAME: Mayfair Lofts, LLC

TERM OF CONTRACT: approximately 3 months THROUGH: 03/26/21

TOTAL AMOUNT: Project Roomkey

PURPOSE OF CONTRACT:
Under Mayor's Office to renew and extend PRK at the Mayfair Hotel until 3/26/21.

__NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET__

FIRST AMENDMENT TO EMERGENCY OCCUPANCY
AGREEMENT (CONTRACT # C-136072)
BETWEEN THE CITY OF LOS ANGELES
AND MAYFAIR LOFTS LLC

This First Amendment to Emergency Occupancy Agreement (Contract # C-136072) ("Amendment"), dated for reference purposes as of February 24   , 2021, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Department of General Services, ("City") and Mayfair Lofts LLC, a California limited liability company ("Owner").

RECITALS

A.   On or about July 10, 2020, City and Owner entered into an Emergency Occupancy Agreement (Contract # C-136072) ("Occupancy Agreement"), pursuant to which Owner granted City the right to use and occupy rooms at the Mayfair Hotel ("Hotel"), located at 1256 West 7th Street, Los Angeles, CA 90017, in accordance with the terms and conditions of the Occupancy Agreement.

B.   Pursuant to the terms of the Occupancy Agreement, City has exercised three (3) options to extend the Term (as defined in the Occupancy Agreement), which is currently scheduled to expire on January 12, 2021.

C.   City and Owner wish to amend the Occupancy Agreement to extend the Term to March 26, 2021, and to revise the schedule of minimum guaranteed rent to be paid by City to Owner, as more particularly set forth in this Amendment.

AGREEMENT

1.   **Amendments**. In consideration of the promises and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by each party hereto, City and Owner agree that the Occupancy Agreement be amended effective as of the Amendment Date (defined below) as follows:

   A.   Term. The Term of the Occupancy Agreement is hereby extended through March 26, 2021, with no additional options to extend the Term.

   B.   Rent. Paragraph 4 of the Occupancy Agreement is hereby amended to provide in its entirety as follows:

      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 through January 11, 2021, 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");

(c) From January 12, 2021, through February 14, 2021, 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 221 rooms (given that the City has agreed to guarantee payment on a minimum 75% occupancy of the 294 rooms during this portion of the Term) times the number of days in that payment period, plus any applicable TOT; and

(d)   From February 15, 2021, through February 28, 2021, 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 147 rooms (given that the City has agreed to guarantee payment on a minimum 50% occupancy of the 294 rooms during this portion of the Term) times the number of days in that payment period, plus any applicable TOT; and

(e)   From March 1, 2021, through March 17, 2021, 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 103 rooms (given that the City has agreed to guarantee payment on a minimum 35% occupancy of the 294 rooms during this portion of the Term) times the number of days in that payment period, plus any applicable TOT; and

(f) From March 18, 2021, through March 26, 2021, 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"). If, however, on any date after March 18, 2021, there is a COVID-19 outbreak among City occupants at the Hotel such that they cannot be reasonably relocated therefrom, the Term shall be extended by two (2)

weeks from such date, and 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 89 rooms (given that the City has agreed to guarantee payment on a minimum 30% occupancy of the 294 rooms during this portion of the Term) times the number of days in that payment period, plus any applicable TOT.

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

When the City's occupancy of the Hotel is below 35% of the 294 rooms (i.e., fewer than 103 rooms), the Owner shall not be contractually obligated under this Occupancy Agreement to provide food and beverages to City guests and staff notwithstanding anything to the contrary herein.

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 aforementioned minimum guaranteed rent ("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.

<u>Invoices to City shall be sent to</u>:

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

2. **Defined Terms**. Each capitalized term used herein shall have the same meaning as given to such terms in the Occupancy Agreement unless expressly superseded by the terms of this Amendment.

3. **Occupancy Agreement Effective**. City and Owner agree that the Occupancy Agreement and all of its terms, as modified by this Amendment, remain in full force and effect, and City and Owner hereby affirm and reaffirm the Occupancy Agreement, as modified by this Amendment. Except as set forth in this Amendment, all of the terms and provisions of the Occupancy Agreement shall remain unmodified and in full force and effect.

4. **Entire Agreement**. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. In case of any inconsistency between the provisions of the Occupancy Agreement and this Amendment, the provisions of this Amendment shall govern and control.

5. **Headings**. The headings in this Amendment are inserted for convenience of reference only and shall not affect the interpretation of this Amendment.

6.   **Representation and Warranty**. Each of City and Owner represents and warrants to the other that, as to itself, (i) it has the full right and authority to enter into this Amendment, and (ii) this Amendment 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.

7.   **Counterparts; Electronic Signatures**. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment 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 Amendment 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 Amendment 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 Amendment 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 Amendment based on the foregoing forms of signature. If this Amendment 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.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 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: _____Tony M. Royster_____
Title: _____General Manager_____
Date: _____2/9/2021_____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Name: ____Saro Eqlian____
Title: ____Deputy City Attorney____
Date: ____2-8-2021____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
       Deputy

Date: _____2-24-2021_____

Date: 2/1/2021

OWNER:

MAYFAIR LOFTS LLC,
a California limited liability company

By: _____
Name: ____Alexander Moradi____
Its: ____Manager____