

LEASE

**34894**

THIS LEASE ("Lease") is made and entered, in duplicate, as of February 15, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 5, 2017, by and between BLANKSPACES, LLC, a California limited liability company ("Tenant"), and the CITY OF LONG BEACH, a municipal corporation ("Landlord" or "City").

1. LEASED PREMISES. Landlord hereby leases to Tenant, and Tenant hereby rents and accepts from Landlord those certain real property in the City of Long Beach, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, including any and all improvements existing thereon (collectively, the "Premises"). If, during the Initial Term (as defined below), Landlord transfers, sells or conveys any or all of its right, title and interest in, to and under the Premises to a third-party, Landlord shall have the right to move Tenant to replacement premises ("Replacement Premises") at Landlord's sole cost and expense provided that the Replacement Premises shall (i) consist of at least 4,400 usable square feet, and (ii) be located in a building where at least 50% of the total square footage is occupied by ground-floor retail tenants. Landlord shall (i) use its best efforts to locate Replacement Premises which are near downtown Long Beach and in reasonable proximity to public transportation and restaurants, and amenities similar to those adjacent to the Premises, (ii) pay for all of Tenant's reasonable moving costs, (iii) pay for the reasonable costs of tenant improvements to the Replacement Premises necessary for the conduct of Tenant's business. The terms of this Lease (including without limitation Tenant's rent obligations) would continue to apply, without modification, to the Replacement Premises.

2. TERM. The term of this Lease shall commence on April 1, 2018 (the "Commencement Date"), and shall terminate at midnight on March 31, 2028 (the "Initial Term"), subject to Tenant's option to extend the term for two additional periods equal to five (5) years each, unless sooner terminated as provided herein (as may be extended, the

1 "Term"). Tenant may terminate this Lease at any time during the Term by giving at least  
2 thirty (30) days written notice to Landlord. Landlord may terminate this Lease at any time  
3 after the expiration of the Initial Term by giving at least ninety (90) days written notice to  
4 Tenant. Each full calendar year of the Term, commencing on the Effective Date and  
5 continuing thereafter, shall be referred to herein as a "Lease Year".

6 3. RENT. Beginning on the Rent Commencement Date (as defined  
7 below) and continuing monthly thereafter, Tenant shall pay base rent to Landlord in an  
8 amount equal to Nine Thousand Four Hundred Dollars (\$9,400) per month, payable in  
9 advance, without notice, on the first day of each month, pro-rated for any partial month  
10 payments. Beginning on the Rent Commencement Date and continuing monthly  
11 thereafter, Tenant shall be entitled to a monthly rent credit equal to the sum of (i) \$3,000  
12 (which such amount approximates Tenant's monthly facility management fee) plus (ii)  
13 Tenant's actual costs associated with insurance, high speed internet, and other utilities at  
14 the Premises (collectively, the "Rent Credit"). The Rent Credit shall in no event exceed  
15 \$4,600 per month, and any unused Rent Credit in any given month shall not roll over to  
16 any subsequent months. The "Rent Commencement Date" shall be the date which is four  
17 (4) months after the issuance of a temporary or permanent certificate of occupancy for the  
18 Premises. As additional consideration for the lease of the Premises and upon reasonable  
19 advance notice from Tenant to Landlord, Tenant shall provide Landlord, at no charge,  
20 occasional access during normal business hours (9:00 am to 5:00 pm, Monday through  
21 Friday) to event space, conference rooms and/or office space located within the Premises  
22 for Landlord's conduct of occasional special events, meetings and/or small business  
23 consulting or assistance services; provided that Landlord reserves such space in advance  
24 through Tenant's online reservation system. Landlord shall have the same rights during  
25 non-business hours, but Landlord shall pay Tenant's regular rate for such non-business  
26 hour use by Landlord. The scheduling of all such uses by Landlord shall require the  
27 approval of the City's Director of Economic and Property Development.

28 4. TENANT IMPROVEMENTS. In addition, Landlord shall provide on

1 behalf of Tenant up to Two Hundred Fifty Thousand Dollars (\$250,000) (the "Allowance"),  
2 the proceeds of which shall be used exclusively on tenant improvements to the Premises  
3 necessary to accommodate Tenant's proposed use. Any tenant improvement costs in  
4 excess of such Allowance shall be the responsibility of Tenant. Landlord and Tenant shall  
5 reasonably cooperate to establish a scope of work and a budget for such tenant  
6 improvements, and upon approval of such scope of work and budget Landlord shall  
7 contract directly with a general contractor of its choice to perform such tenant  
8 improvements. Tenant acknowledges that additional tenant improvement work funded by  
9 Tenant may require the payment of prevailing wage and Tenant shall comply with all  
10 applicable provisions of the California Labor Code and any and all other applicable laws,  
11 rules or regulations when completing and/or paying for such additional tenant improvement  
12 work.

13           5.     USE OF PREMISES. The Premises shall be used (a) as a  
14 "Blankspaces" co-working location to be operated by Tenant in a manner consistent with  
15 the ordinary course of its business and the Partnership Agreement (as defined below), and  
16 (b) for the delivery of programs and services administered and operated by the Long Beach  
17 Community College District (the "LBCCD") that support entrepreneurs and small  
18 businesses, which includes the Small Business Development Center ("SBDC") services  
19 operated by LBCCD. The LBCCD shall operate pursuant to, and in accordance with, a  
20 letter agreement executed by and between Tenant and the LBCCD substantially in the  
21 form attached hereto as Exhibit "B" (the "Partnership Agreement"). The Premises shall not  
22 be used for any other purposes that are inconsistent with activities that contribute to the  
23 growth and development of the Long Beach entrepreneurial ecosystem. Tenant shall not  
24 occupy or use or permit anyone to occupy or use the Premises for any unlawful purpose.  
25 Tenant shall conduct its business and activities and control its agents, employees, invitees,  
26 licensees, volunteers, and visitors in such a manner that will not create any nuisance,  
27 unreasonable annoyance or unreasonable waste.

28           6.     CONDITION OF PREMISES. Tenant accepts the Premises in an "AS

1 IS" condition, with all faults. Tenant shall be solely responsible for any repairs to the  
2 Premises necessary to accommodate Tenant's use of the Premises.

3 7. MAINTENANCE OF PREMISES. During the Term, Tenant shall, at  
4 all times, provide for the ordinary care and maintenance of the Premises. The Premises  
5 shall be maintained by Tenant in a good state of repair and in a good, neat, orderly and  
6 sanitary condition in conformity with all applicable laws and ordinances, including without  
7 limitation the Americans with Disabilities Act. Landlord shall be responsible for all major  
8 capital repairs to the building on the Premises and its major components, such as the  
9 elevator, walls, foundation, and roof.

10 8. RESTORATION. During the Term, Tenant shall promptly give notice  
11 to Landlord of damage or destruction to the Premises and the date of same. Tenant shall  
12 promptly make proof of loss and proceed to collect all valid claims that Tenant may have  
13 against insurers or others based on such damage or destruction. All amounts recovered  
14 as a result of said claims shall be used first for the restoration of the Premises, which  
15 Tenant shall promptly begin and diligently pursue so that the Premises are restored to  
16 substantially the same conditions as they were in immediately before such damage or  
17 destruction. If existing laws do not permit restoration, then Tenant may, at its option and  
18 in its sole discretion, terminate this Lease by notice to Landlord. If the repair, reconstruction  
19 or restoration requires longer than one hundred twenty (120) days or if the insurance  
20 proceeds will not be sufficient to cover the cost of repair, reconstruction or restoration, then  
21 Landlord may elect to repair, reconstruct or restore and the Lease shall continue in full  
22 force and effect. If Landlord elects to repair, reconstruct or restore, then Landlord shall not  
23 be required to expend sums therefor in excess of insurance proceeds received by Landlord  
24 by reason of the casualty. If Landlord repairs, reconstructs or restores, then Tenant shall  
25 receive a rebate or repayment of any rent for loss in the use of the whole or any part of the  
26 Premises.

27 9. INDEMNITY. Tenant shall indemnify, protect and hold harmless City,  
28 its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"),

1 from and against any and all liability, claims, demands, damage, loss, obligations, causes  
2 of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including  
3 reasonable attorneys' fees, court costs, expert and witness fees, and other costs and fees  
4 of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection  
5 with (1) Tenant's (or its agents or invitees) breach or failure to comply with any of its  
6 obligations contained in this Agreement, or (2) Tenant's (or its agents or invitees) use of  
7 the Premises (collectively "Claims" or individually "Claim").

8 In addition to Tenant's duty to indemnify, Tenant shall have a separate and  
9 wholly independent duty to defend Indemnified Parties at Tenant's expense by legal  
10 counsel approved by City, from and against all Claims, and shall continue this defense until  
11 the Claims are resolved, whether by settlement, judgment or otherwise. No finding or  
12 judgment of negligence, fault, breach, or the like on the part of Tenant shall be required for  
13 the duty to defend to arise. City shall notify Tenant of any Claim, shall tender the defense  
14 of the Claim to Tenant, and shall assist Tenant, as may be reasonably requested, in the  
15 defense.

16 If a court of competent jurisdiction determines that a Claim was caused by  
17 the sole negligence, fault or willful misconduct of Indemnified Parties, Tenant's costs of  
18 defense and indemnity shall be (1) reimbursed in full if the court determines sole  
19 negligence by the Indemnified Parties, or (2) reduced by the percentage of negligence,  
20 fault or willful misconduct attributed by the court to the Indemnified Parties.

21 10. INSURANCE. Concurrent with the execution of this Lease and in  
22 partial performance of Tenant's obligations hereunder, Tenant shall procure and maintain,  
23 at its cost, during the Term and any extensions or renewals thereof, from an insurer  
24 admitted in California or having a minimum rating of or equivalent to A:VIII in Best's  
25 Insurance Guide:

26 A. Comprehensive General Liability insurance with a combined  
27 single limit of at least \$1,000,000 for each occurrence or \$2,000,000 general  
28 aggregate. Landlord, its officials, employees and agents shall be covered as

1 additional insureds with respect to liability arising from activities performed by or on  
2 behalf of Tenant. Said insurance shall be primary insurance with respect to  
3 Landlord and shall contain a cross-liability endorsement.

4 B. "All Risk" property insurance in an amount sufficient to cover  
5 the full replacement value of Tenant's personal property, improvements and  
6 equipment on the Premises.

7 C. Upon the execution of this Lease, Tenant shall deliver to  
8 Landlord certificates of insurance with original endorsements evidencing the  
9 coverage required by this Lease. The certificates and endorsements shall be signed  
10 by a person authorized by the insurer to bind coverage on its behalf. Landlord  
11 reserves the right to require complete certified copies of all policies at any time.

12 D. Said insurance shall contain an endorsement requiring thirty  
13 (30) days' prior written notice from insurers to Landlord before cancellation or  
14 change of coverage.

15 E. Said insurances may provide for such deductibles or self-  
16 insured retention as may be acceptable to the City's Risk Manager or designee. In  
17 the event such insurance does provide for deductibles or self-insured retention,  
18 Tenant agrees that it will fully protect Landlord, its officials, and employees in the  
19 same manner as these interests would have been protected had the policy or  
20 policies not contained a deductible or retention provisions. With respect to damage  
21 to property, Landlord and Tenant hereby waive all rights of subrogation, one against  
22 the other, but only to the extent that collectible commercial insurance is available for  
23 said damage.

24 F. The procuring of said retention shall not be construed as a  
25 limitation on Tenant's liability or as full performance on Tenant's part of the  
26 indemnification and hold harmless provisions of this Lease; and Tenant understands  
27 and agrees that, notwithstanding any insurance, Tenant's obligation to defend,  
28 indemnify and hold Landlord, its officials and employees harmless hereunder is for

1 the full and total amount of any damages, injuries, loss, expense, costs or liabilities  
2 caused by the condition of the Premises or in any manner connected with or  
3 attributed to the acts or omissions of Tenant, its officers, agents, employees,  
4 subtenants, licensees, patrons or visitors, or the operations conducted by Tenant,  
5 or the Tenant's use, misuse or neglect of the Premises.

6 G. Any modification or waiver of the insurance requirements  
7 herein shall only be made with the written approval of the City's Risk Manager or  
8 designee.

9 11. LANDLORD'S NON-LIABILITY. Landlord shall not be liable for any  
10 damage to Tenant or Tenant's property or any of Tenant's employees, agents, invitees,  
11 licensees, volunteers or visitors, and Tenant, as a material part of the consideration of this  
12 Lease, hereby waives all claims and demands against Landlord for any such damage, to  
13 the extent allowed by law, except to the extent that such damage is caused by Landlord's  
14 negligence, fault, willful misconduct or failure to perform any obligation hereunder. Tenant  
15 assumes all risk of theft, misappropriation, damage, injury, claims, losses, and liability of  
16 personal property kept, stored, held, placed or otherwise left on the Premises.

17 12. ASSIGNMENT AND SUBLETTING. Tenant may not assign this  
18 Lease without the express written consent of the Landlord, which may be withheld at  
19 Landlord's sole discretion. No assumption of this Lease will be effective without the  
20 express written assumption by such assignee of the obligations of Tenant under this Lease,  
21 nor shall such subletting or assignment alter the primary liability of Tenant for the payment  
22 of rent or for the performance of any other obligations to be performed by Tenant unless  
23 otherwise agreed in writing by Landlord. Landlord hereby consents to Tenant's licensing  
24 and/or subleasing of the Premises (or portions thereof) to the LBCCD and Tenant's  
25 customers in the ordinary course of its business and each in accordance with the  
26 Partnership Agreement.

27 13. HOLDING OVER. If Tenant holds possession of the Premises after  
28 expiration of the Term, Tenant shall become a tenant from month-to-month on the terms

1 specified in this Lease, except those pertaining to term. Each party shall give the other  
2 notice of intention to terminate the tenancy at least one (1) month prior to the date of  
3 termination of a monthly tenancy.

4 14. TAXES AND UTILITIES. Tenant acknowledges and agrees that  
5 Tenant's leasehold interest created by this Lease may result in the imposition on Tenant  
6 of possessory interest taxes, and Tenant agrees to pay all such possessory interest taxes.  
7 Tenant shall provide and pay for all utilities for the Premises.

8 15. INSPECTION AND ENTRY. Landlord shall have the right, at all  
9 reasonable times upon forty-eight (48) hours advance notice, to enter the Premises to  
10 inspect them to determine if Tenant is complying with the terms, covenants and conditions  
11 of this Lease, to comply with any law, order, or requirement of any governmental authority,  
12 and to serve or post any notice.

13 16. DEFAULT. The occurrence of any one or more of the following acts  
14 shall constitute a default by Tenant, and upon such occurrence (subject to any applicable  
15 cure provisions) Landlord may pursue any and all remedies legally available to it, including  
16 without limitation termination of this Lease:

- 17 A. Failure to use the Premises as described in Section 5;
- 18 B. Failure to pay rent within five (5) calendar days of when due;
- 19 C. The termination of the Partnership Agreement or other failure  
20 by LBCCD to continue to operate and provide programming at the Premises,  
21 provided that upon such termination or discontinuation, Tenant shall have up to  
22 twelve (12) months thereafter to identify a replacement partner reasonably  
23 acceptable to Landlord and to execute a services agreement with such replacement  
24 partner;
- 25 D. Abandonment of the Premises, in whole or in part, provided that  
26 failure to occupy or operate all or any part of the Premises for thirty (30) consecutive  
27 days shall be deemed an abandonment as to all or as to that part so abandoned,  
28 except for temporary closures for specified dates for maintenance, repairs,



1 restoration or reconstruction or with the prior approval of Landlord;

2 E. Failure to maintain the insurance required herein;

3 F. Failure to comply with any applicable law, rule, ordinance, or  
4 regulation; or

5 G. Any failure to perform any other term, covenant, or condition of  
6 this Lease not specifically identified in this Section or in elsewhere in this Lease, if  
7 said failure is not cured within thirty (30) days after Landlord gives notice to Tenant  
8 of said failure. If the default cannot reasonably be cured in thirty (30) days, then  
9 Tenant shall not be in default if Tenant begins to cure within said period and  
10 diligently proceeds to cure to completion.

11 17. NOTICE. Any notice or request given under this Lease shall be in  
12 writing and personally delivered or deposited in the U.S. Postal Service, postage prepaid,  
13 first class, addressed as follows:

14 To Landlord: City of Long Beach, California  
15 333 West Ocean Boulevard  
16 Long Beach, CA 90802  
17 Attn: City Manager

18 To Tenant: BLANKSPACES, LLC  
19 1450 2<sup>nd</sup> Street  
20 Santa Monica, CA 90401  
21

22 Notice shall be effective on the date of personal delivery or deposit in the  
23 mail, whichever first occurs.

24 Notice of change of address or the person to whom notice shall be directed  
25 shall be given in the manner prescribed herein.

26 18. NO WAIVER. The failure or delay of either party to insist on strict  
27 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of  
28 any right or remedy either party may have and shall not be deemed a waiver of any

1 subsequent or other breach of any term, covenant, or condition. Any waiver or permission  
2 of any kind by either party shall be in writing and signed to be effective.

3 19. SURRENDER OF PREMISES. On the expiration or sooner  
4 termination of this Lease, Tenant shall deliver to Landlord possession of the Premises in  
5 substantially the same condition that existed immediately prior to the commencement of  
6 this Lease, reasonable wear and tear excepted, unless otherwise agreed in writing by  
7 Landlord. Tenant shall remove its equipment, supplies and other items so as to leave the  
8 Premises in a condition which does not materially damage the Premises and the  
9 improvements thereto in any way.

10 20. LANDLORD'S RIGHT TO RE-ENTER ON TERMINATION OR  
11 EXPIRATION. Tenant shall peaceably deliver possession of the Premises to Landlord on  
12 the date of expiration or sooner termination of this Lease. On giving notice of termination  
13 to Tenant, Landlord shall have the right to re-enter and take possession of the Premises  
14 on the date such termination becomes effective without further notice of any kind and  
15 without instituting summary or regular legal proceedings.

16 21. ABANDONED PROPERTY. If Tenant abandons the Premises or is  
17 dispossessed by process of law or otherwise or if personal property is not removed from  
18 the Premises after termination of occupancy, then title to such property left on the Premises  
19 forty-five (45) days after such abandonment or dispossession shall be deemed to have  
20 been transferred to Landlord. Landlord shall have the right to remove, store and dispose  
21 of said property without liability therefor to Tenant or to any person claiming under Tenant,  
22 and shall have no duty to account therefor. Tenant shall pay the cost of removal, storage,  
23 sale or destruction as additional rent. Tenant hereby agrees to and shall defend, indemnify  
24 and hold Landlord, its officials and employees harmless from and against all claims,  
25 demands, damage, loss, liability, causes of action, costs and expenses arising from or  
26 attributable to Landlord's removal, storage and disposal of such property that is not owned  
27 by Tenant.

28 22. NO ENCUMBRANCES. Tenant shall not encumber the Premises by

1 any mortgage, deed of trust or other encumbrance of any kind.

2           23. RELOCATION WAIVER. Tenant expressly waives any rights to  
3 relocation benefits or other compensation pursuant to the California Relocation Act or  
4 applicable laws governing eminent domain.

5           24. INTELLECTUAL PROPERTY. Nothing contained in this Lease shall  
6 grant Landlord any ownership interest in, or rights to license or use, any copyrights,  
7 trademarks, or other intellectual property owned by Tenant.

8           25. MISCELLANEOUS.

9           A. Each party shall bear its own costs and expenses in connection  
10 with this Lease and enforcement thereof, including, but not limited to, attorney's fees  
11 and court costs.

12           B. This Lease shall be binding on and inure to the benefit of the  
13 parties and their successors, heirs, personal representatives, and subtenants, and  
14 all of the parties shall be jointly and severally liable hereunder.

15           C. This Lease constitutes the entire understanding between the  
16 parties and supersedes all prior negotiations, agreements and understandings, oral  
17 or written, with respect to the subject matter hereof.

18           D. This Lease may not be amended except in a writing duly  
19 executed by both parties.

20           E. This Lease shall be governed by and construed under the laws  
21 of the State of California, and no choice of laws or principles thereof shall apply.

22           F. The captions and numbers herein and the grouping of the  
23 provisions of this Lease into separate sections and paragraphs are for the purpose  
24 of convenience only and shall not be considered a part hereof, and shall have no  
25 effect on the interpretation of this Lease.

26           G. If any term, covenant, or condition of this Lease is found to be  
27 invalid, ineffective, void, or unenforceable for any reason by a court of competent  
28 jurisdiction, the remaining terms, covenants and conditions shall remain in full force

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and effect.

H. Time is of the essence in this Lease and all of its provisions.

I. This Lease shall not be recorded.

J. The relationship of the parties hereto is that of landlord and tenant, and the parties agree that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent relationship, association, or employer-employee relationship between them or between Landlord or any third person or entity.

K. This Lease is created as a joint effort between the parties and fully negotiated as to its terms covenants and conditions. This Lease shall not be construed against either party as the drafter.

L. Each provision of this Lease shall be deemed both a covenant and a condition.

M. This Lease is created for the benefit of the parties only and is not intended to benefit any third person or entity.

N. So long as Tenant shall perform all of its obligations under this Lease, Tenant shall enjoy the sole, peaceful and quiet possession of the Premises against any party claiming by or through Landlord.

O. Where consent or approval is required from either Tenant or Landlord by the provisions of this Lease, the giving of consent or approval shall not be unreasonably withheld or delayed by the party from whom consent or approval is required.

P. Subject to applicable rules and regulations, Tenant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, gender, sexual orientation, gender identity, AIDS, HIV status, handicap, or disability. Tenant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following:

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

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employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

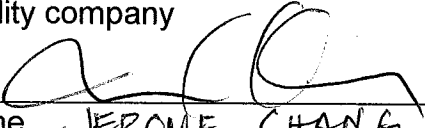
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lana Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed as of the date first stated above.

BLANKSPACES, LLC, a California limited liability company

February 21, 2018

By   
Name JEROME CHANG  
Title MANAGING MEMBER

"Tenant"

CITY OF LONG BEACH, a municipal corporation

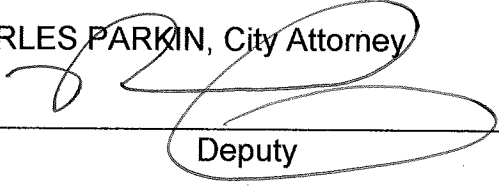
3/8, 2018

By   
City Manager

"Landlord"

This Lease is approved as to form on March 5, 2018.

CHARLES PARKIN, City Attorney

By   
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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EXHIBIT "A"  
PREMISES

Real property located in the City of Long Beach, County of Los Angeles, State of California,  
more particularly described as follows:

The South 25 feet of the North 100 feet of Lots 25, 26, 27 and 28 in Block 81 of Long Beach  
Townsite, in the City of Long Beach, County of Los Angeles, State of California, as per  
Map recorded in Book 19, Page 91, et seq. of Miscellaneous Records, in the Office of the  
County Recorder of Said County.

Also known as: 309 Pine Avenue / APN 7280-016-906

EXHIBIT "B"  
PARTNERSHIP AGREEMENT

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

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**COOPERATION AGREEMENT**

8.7 [Intentionally omitted.]

8.8 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof.

8.9 Attorneys' Fees. In the event either Party resorts to arbitration or legal action to enforce or interpret any provision of this Agreement, each Party shall be responsible for their own attorneys' fees and costs.

8.10 Press Releases and Public Announcements. Except as otherwise required by law neither LBCCD nor the Operator shall issue any press release, make any public announcement or otherwise disclose any information for publication by any print, broadcast or other public media, relating to the transactions contemplated by this Agreement, without the prior consultation with the other Party.

8.11 Amendments and Execution. This Agreement and any amendments hereto shall be in writing and executed in multiple copies on behalf of LBCCD by an authorized signing Representative, and on behalf of Operator by its designated officer or manager. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

8.12 Licenses, Permits and Certificates. Operator shall obtain and maintain in effect, at all times during the Term of this Agreement, all licenses, permits and certificates required by law which are applicable to the performance of the obligations pursuant to this Agreement.

8.13 No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement shall not confer any rights or remedies upon any person other than Operator and LBCCD and their respective successors and permitted assigns.

8.14 Compliance with Applicable Laws. The Parties shall comply with all applicable federal, state and local laws, regulations, rules and restrictions in the conduct of their obligations under this Agreement.

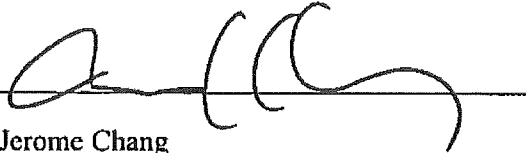
8.15 Authority. The Parties hereby warrant and represent to each other that they have the requisite corporate authority to execute and deliver this Agreement in their respective names.

*[Signature page follows.]*

COOPERATION AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

BLANKSPACES



Jerome Chang

Title: Manager

February 15, 2018

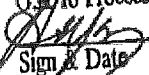
LBCCD



Margie Padron

Director, Business Support Services

February 15, 2018

O.K. to Process  
 2-21-18  
Sign & Date

## COOPERATION AGREEMENT

This Cooperation Agreement (“Agreement”) is made as of February 15, 2018 by and between BLANKSPACES, LLC, (“Operator”), and the Long Beach Community College District (“LBCCD”) (each of Operator and LBCCD being referred to herein as a “Party” and collectively as the “Parties”). This Cooperation Agreement is Exhibit B of that certain Lease, dated as of February 15, 2018, by and between the City of Long Beach (“the “City”) and Operator pertaining to the lease of the City’s property at 309 Pine Avenue, Long Beach, CA 90802 (the “Premises”), to Operator (the “Lease”). The “Effective Date” of this Agreement will be the date of issuance of a certificate of occupancy or temporary certificate of occupancy by the City for the Premises pursuant to the Lease.

### R E C I T A L S

WHEREAS, pursuant to the Lease; Operator intends to occupy and provide services which allows the Premises to operate as a co-working space and LBCCD intends to deliver programs and services at the Premises to benefit the entrepreneurs, and individuals utilizing the Premises as paying members of the co-working space and the public, with the goal of supporting the development and growth of the local entrepreneurial ecosystem, and

WHEREAS, Operator is in the business of setting up and operating “BLANKSPACES” as a co-working space for shared use by the public purchased via a membership model in the southern California region; and

WHEREAS, LBCCDD is host to the Lead Small Business Development Center (“SBDC”) serving Los Angeles, Ventura and Santa Barbara counties, focused on, among its many educational and other economic development endeavors, providing business support services to small businesses in the southern California region through its programs; and

WHEREAS, LBCCD and Operator desire to enter a working relationship whereby Operator and the City will build the leased space as a co-working space including furnishing and providing equipment and services; Operator shall operate and manage personnel and other operations support necessary and appropriate for the day-to-day operation and management of the co-working space utilizing Operator’s current business model; and Operator will provide space at no cost to LBCCD to provide SBDC services and programs,

NOW, THEREFORE, for and in consideration of the mutual agreements, terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### DEFINITIONS

Day-to-day operation and management of co-working space. The term shall include the following scope as sole responsibility of the Operator:

COOPERATION AGREEMENT

(a) The wages, salaries, benefits, payroll taxes, and other direct costs of all employees of Operator primarily working in the Business;

(b) the direct cost of any employee or consultant of Operator that provides services at or in connection with the Business, such as management, billing and collections, business office consultation, and accounting and legal services;

(c) insurance covering the Business as required by the Lease;

(d) the expense of using, purchasing or otherwise procuring and maintaining the Premises and Premises-related equipment;

(e) the cost of repayment of capital (whether as actual interest on indebtedness incurred on behalf of the Business, which shall be equal to the cost of borrowing by Operator as reflected on its most recent published financial statements, or in the absence of either of the foregoing, finance or refinance obligations of the Business incurred in connection with the Premises);

(f) the cost of Premises supplies, inventory and utilities;

(g) billing and collection costs and expenses;

(h) all other expenses (including rent owed the City for the Premises) which directly benefit the Business incurred by Operator in carrying out its obligations under this Agreement;

**Business.** The term “Business” shall mean the “BLANKSPACES” co-working business to be owned and operated by Operator and located at the Premises pursuant to the Lease;

**Confidential Information.** The term “Confidential Information” shall mean any information a Party, as appropriate (whether written or oral), including all business management or economic studies, customer lists, proprietary forms, proprietary business or management methods, marketing data, fee schedules, or trade secrets, whether or not such Confidential Information is disclosed or otherwise made available to one Party by the other Party pursuant to this Agreement. Confidential Information shall also include the terms and provisions of this Agreement and any transaction or document executed by the Parties pursuant to this Agreement. Confidential Information does not include any information that the receiving party can establish (a) is or becomes generally available to and known by the public or the optometric or optical communities (other than as a result of an unpermitted disclosure directly or indirectly by the receiving party or its affiliates, advisors, or Representatives); (b) is or becomes available to the receiving party on a non-confidential basis from a source other than the furnishing party or its affiliates, advisors or Representatives, provided that such source is not and was not bound by a confidentiality agreement with or other obligation of secrecy to the furnishing party of which the receiving party has knowledge; (c) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or other obligation of confidentiality to the furnishing party; or (d)

## COOPERATION AGREEMENT

is required to be disclosed per court order, State and Federal laws or other governmental rule, regulation or proceedings.

Representatives. The term "Representatives" shall mean a Party's officers, directors, managers, employees, or other agents.

Term. The "Term" shall mean the period beginning on the Effective Date as defined in the preamble above and ending on the date that is sixty (60) months from the Effective Date.

### APPOINTMENT OF OPERATOR

2.1 Appointment. The Parties hereby agree that Operator shall act as the sole and exclusive operator for the management and administration of the Premises and the Business, subject to the provisions of the Lease.

2.2 Authority. Consistent with the provisions of this Agreement, Operator shall have the responsibility and commensurate authority to provide the management services for the Business.

### OBLIGATIONS AND RESPONSIBILITIES OF OPERATOR

3.1 Management of Business. Operator shall provide all services necessary and appropriate for the day-to-day operation of the Business. Operator shall operate in accordance with all applicable laws, rules and regulations which are necessary and material to the Operator's performance of such services.

#### 3.2 Premises, Facilities and Equipment.

- (a) Operator shall provide all equipment, fixtures, office supplies, furniture and furnishings as are reasonable for the operation of the Business within the Premises, with the exception of 18 collapsible training tables and 30 stacking chairs provided by LBCCD currently on-site at 309 Pine for use as part of the co-working space furniture
- (b) Operator shall be responsible for the repair and maintenance of the Premises, consistent with the Operator's responsibilities under the terms of the Lease or other use arrangement, and for the repair, maintenance, and replacement of all equipment or furnishings in accordance with the ordinary course of its business.

3.3 Support Services. Operator shall provide or arrange for all printing, stationery, forms, postage, duplication or photocopying services, and other support services as are reasonably necessary and appropriate for the operation of the Business.

3.4 Licenses and Permits. Operator shall coordinate all development and planning processes, and apply for, obtain, and maintain all federal, state and local licenses and regulatory permits required

## COOPERATION AGREEMENT

for or in connection with the operation of the Business and in accordance with the terms of this Agreement.

3.5 Public Benefit. Operator agrees, as part of providing public benefit, to provide space for LBCCD personnel to deliver entrepreneurship programs and services at the Premises, and use of the facilities for events and activities sponsored by LBCC, and/or the City; provided that LBCCD reserves such space in advance through Operator's online reservation system.

### 3.6 Personnel.

(a) Selection, hiring, and Retention of Operator's Personnel. Operator shall employ or otherwise retain and shall be solely responsible for selecting, hiring, training, supervising, and terminating all management, administrative, technical, clerical, bookkeeping, accounting, payroll, billing and collection and other personnel as Operator deems reasonably necessary and appropriate for the operation of the Business, and for Operator's performance of its duties and obligations under this Agreement. Operator shall have sole responsibility for determining wages for employees of the Business, and for withholding, as required by law, any sums for income tax, unemployment insurance, social security, or any other withholding required by applicable law or governmental requirement. Operator reserves the right to change the number, composition or employment terms of such personnel in the future at Operator's discretion. At no time will these employees be considered employed by the LBCCD or the City. In hiring of personnel, Operator agrees to use reasonable efforts to recruit and hire qualified LBCCD students for employment in the Business where possible.

(b) Termination of Operator's Personnel. Operator shall make every effort consistent with its business practices to deliver high quality customer service in connection with the Business.

3.7 Confidential and Proprietary Information. Operator agrees that it shall not disclose any Confidential Information of the Business to other persons without the Business's express written authorization, such Confidential Information shall not be used in any way detrimental to the Business, and Operator will keep such Confidential Information confidential and will ensure that its affiliates and advisors who have access to such Confidential Information comply with these nondisclosure obligations; provided, however, that Operator may disclose Confidential Information to those of its Representatives who need to know Confidential Information for the purposes of this Agreement, it being understood and agreed by Operator that such Representatives will be informed of the confidential nature of the Confidential Information, will agree to be bound by this Section, and will be directed by Operator not to disclose to any other person any Confidential Information.

3.8 Operator's Insurance. Throughout the Term, Operator shall, as a Premises Expense, obtain and maintain the insurance policies with carriers and coverages as required under the Lease. Operator shall cause LBCCD and its Board of Trustees to be named as an additional insureds on Operator's commercial general liability policy as required under the Lease with the City of Long Beach and

## COOPERATION AGREEMENT

included in an endorsement to such policy. Upon the request of LBCCD, Operator shall provide LBCCD with a certificate evidencing such insurance coverage.

3.9 Marketing and Public Relations. Operator acknowledges that the Programs (as defined in Section 4.2 below) may require the appropriate public relations or advertising program to enhance or promote the Programs. LBCCD shall design and implement an appropriate public relations or advertising program in collaboration with Operator to promote services and resources beneficial to entrepreneurs and businesses within the community, and coordinate outreach and advertising of events/activities held at the Premises through the Business.

3.10 Operator shall allow installation of signage in the Premises about LBCCD presence, programs, and services offered through LBCCD. LBCCD and Operator shall cooperate to reasonably approve the design, location and installation of all signage prior to final fabrication and installation. LBCCD shall bear all costs of any signage it installs at the Premises.

### OBLIGATIONS AND RESPONSIBILITIES OF LBCCD.

4.1 Confidential and Proprietary Information. LBCCD agrees that it shall not disclose any Confidential Information of the Operator to other persons without Operator's express written authorization, such Confidential Information shall not be used in any way detrimental to Operator, and LBCCD will keep such Confidential Information confidential and will ensure that its affiliates and advisors who have access to such Confidential Information comply with these nondisclosure obligations; provided, however, that LBCCD may disclose Confidential Information to those of its Representatives who need to know Confidential Information for the purposes of this Agreement or as required by law.

4.2. Small Business Support Services. LBCCD agrees to collaborate with Operator to develop programs, events and other activities to be offered on the Premises to Operator's customers, entrepreneurs and the public (the "Programs"). The Programs may be offered at no cost or for a fee to the Operator's customers, entrepreneurs and the public. The Programs may include but are not limited to business advising provided by the SBDC program, training, and networking events to promote business and economic development activities within the City for growing the entrepreneurial ecosystem, and other relevant LBCCD programs and services for entrepreneurs and the entrepreneurial ecosystem. These programs and services shall be available to non-members onsite at the Premises with no requirement for the attendees to become a member of BLANKSPACES.

4.3. When LBCCD is utilizing the Premises to offer the Programs, Operator shall provide space at the Premises at no cost to LBCCD; provided that LBCCD reserves such space in advance through Operator's online reservation system. Any unusual or out-of-pocket costs and expenses which may be incurred due to the Programs or other LBCCD events and activities at the Premises other than space usage will be mutually agreed upon between LBCCD and Operator prior to incurring such costs or expenses and paid for by LBCCD at regular rates.

## COOPERATION AGREEMENT

[INTENTIONALLY OMITTED]

5.1 [reserved]

### TERM AND TERMINATION

6.1 Initial and Renewal Term. The Term of this Agreement is defined under the Definitions section above. Six (6) months prior to the expiration of the Term, the Parties shall commence good faith discussions for a new Agreement. Notwithstanding the foregoing, LBCCD shall have a right to terminate this agreement by providing at no less than one hundred twenty (120) days written notice in the event that funding for the Programs is terminated.

### 6.2 Termination.

(a) Termination by LBCCD may immediately terminate this Agreement at its discretion, upon written notice as follows:

- (i) If the Operator fails to comply with any material provision of this Agreement, and does not correct such failure within thirty (30) days after written notice of such failure to comply is delivered by LBCCD specifying the nature of the breach in reasonable detail;
- (ii) Operator commits any act of fraud, misappropriation or embezzlement, or any other felony and as a result the Operator is unable to substantially perform under the terms of this Agreement;
- (iii) If the City terminates the Lease with the Operator; or
- (iv) If the Operator is listed as an Excluded Party on the General Services Administration website SAM.GOV Excluded Parties List, a federal requirement of the SBDC program.

(b) Termination by Operator. Operator may immediately terminate this Agreement at its discretion, upon written notice as follows:

- (i) If LBCCD fails to comply with any material provision of this Agreement, and does not correct such failure within thirty (30) days after written notice of such failure to comply is delivered by Operator specifying the nature of the breach in reasonable detail; or
- (ii) If Operator terminated the Lease with the City.

(c) Termination by Agreement. In the event LBCCD and Operator shall mutually agree in writing, this Agreement may be terminated with sixty (60) day's written notice.



**COOPERATION AGREEMENT**

- (d) **Termination due to Termination of Underlying Lease.** The Parties acknowledge and agree that they may at some point while this Agreement is in effect be subject to termination of the underlying Lease with the City for the Premises referenced hereinabove, and that such termination may cause the Parties to be unable to maintain the Programs. In the event of such termination of the underlying Lease, this Agreement shall terminate commensurate with the cessation of the Operators' right to use and occupy the Premises for the Business and neither Party shall have any liability or any further responsibility or other obligation to the other Party.

**6.3 Effects of Termination.**

- (a) **Obligation After Termination.** Upon termination of this Agreement, as hereinabove provided, neither LBCCD or BLANKSPACES shall have any further obligations hereunder except for
- (i) the obligations relating to confidentiality and indemnity, which provisions shall survive the expiration or termination of this Agreement;

**6.4 Limitation of Liability.** IN NO EVENT SHALL LBCCD BE LIABLE TO THE BUSINESS FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT PREVENT RECOVERY OF ACTUAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**INDEMNIFICATION:**

**7.1 Indemnification by Operator.** Operator shall indemnify, defend and hold harmless LBCCD (including its directors, officers, agents, students, independent contractors, and employees), from and against all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, resulting in any manner, directly or indirectly, from the negligence or intentional wrongdoing of Operator or its members, shareholders, directors, officers, employees, agents or independent contractors.

**7.2 Indemnification by LBCCD.** LBCCD shall indemnify, defend and hold harmless Operator and the Business, and the Operator's and the Business's owners, shareholders, managers, directors, officers, and employees, from and against any and all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, resulting in any manner, directly or indirectly, from the negligence or intentional wrongdoing of LBCCD or its directors, officers, employees, agents, students, or independent contractors.

**7.3 Notice of Claim for Indemnification.** No claims for indemnification under this Agreement relating to claims solely between the Parties shall be valid unless notice of such claim is promptly

**COOPERATION AGREEMENT**

delivered by the indemnifying Party to the indemnified Party, except that no delay in giving such notice shall diminish any obligation under this Agreement to provide indemnification unless (and then solely to the extent) the Party from whom such indemnification is sought is prejudiced. Any such notice shall set forth in reasonable detail, to the extent known by the Party giving such notice, the facts on which such claim is based and the resulting estimated amount of damages if known.

7.5 Cooperation. The indemnified Party shall make available all information and assistance that the indemnifying Party may reasonably request in conjunction with assessing, defending and settling said claim and no indemnifying Party shall settle any such claim or admit any liability or wrongdoing without the prior written consent of the indemnified Party, such consent not to be unreasonably withheld, conditioned or delayed.

**MISCELLANEOUS**

8.1 Status of Independent Contractor. It is expressly acknowledged that the Parties hereto are "independent contractors," and nothing in this Agreement is intended and nothing shall be construed to create an employer/employee, partnership, or joint venture relationship between the Parties, or to allow either Party to legally bind the other Party or to exercise control or direction over the manner or method by which the other Party performs the services that are the subject matter of this Agreement; provided always that the services to be provided hereunder shall be furnished in a manner consistent with the provisions of this Agreement. Each Party understands and agrees that (i) the other will not be treated as an employee for federal tax purposes, (ii) neither will withhold on behalf of the other any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to its employees, (iii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of the Party incurring the liability, and (iv) each will indemnify and hold the other harmless from any and all loss or liability arising with respect to such payments, withholdings, and benefits, if any.

8.2 Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when in writing and personally delivered or mailed by prepaid certified or registered mail, return receipt requested, addressed as follows:

|       |  |
|-------|--|
| LBCCD | <p>Attention: Sheneui Weber<br/> Address: 1305 E Pacific Coast Highway, Long Beach CA 90806<br/> Telephone: 562-938-3004<br/> Email: <a href="mailto:swebcr@lbcc.edu">swebcr@lbcc.edu</a></p> <p><u>With a Copy to:</u><br/> Attention: Alan Moloney<br/> Address: 4901 E Carson St, Long Beach CA 90808<br/> Telephone: 562-938-4541<br/> Email: <a href="mailto:amoloney@lbcc.edu">amoloney@lbcc.edu</a></p> |
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**COOPERATION AGREEMENT**

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|-------------|---|
| BLANKSPACES | Attention: Jerome Chang<br>Address: 1450 2 <sup>nd</sup> Street; Santa Monica, CA 90401<br>Telephone: (323) 330-9505<br>Email: <a href="mailto:Jerome@blankspaccs.com">Jerome@blankspaccs.com</a> |
|-------------|---|

or to such other address, or to the attention of such other person or officer, as any Party may by written notice designate.

8.3 Governing Law. This Agreement shall in all respects be governed, interpreted and construed in accordance with the laws of California, without regard to conflict of laws principles.

8.4 Jurisdiction and Venue. The Parties hereby consent to the personal jurisdiction and venue of the state and federal courts in the judicial circuit where the Premises are located.

8.5 Assignment. Except as may be herein specifically provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns; provided, however, that neither Party may assign this Agreement without the prior written consent of the other Party, which consent may be withheld or granted in its reasonable discretion.

8.6 Arbitration. If not addressed by mediation any dispute that may arise between the Parties, whether sounding in contract, statute, tort, fraud, misrepresentation, discrimination or any other legal theory, including, but not limited to, disputes relating to or involving the construction, performance or breach of this Agreement or any other agreement between the Parties, whether entered into prior to, on, or subsequent to the date of this Agreement, or those arising under any federal, state or local law, regulation or ordinance, shall be determined by binding arbitration in accordance with the then—current commercial arbitration rules of the American Arbitration Association, to the extent such rules do not conflict with the provisions of this paragraph. The Parties shall agree to designate a panel of three (3) neutral arbitrators by mutual agreement; provided that if the Parties are unable to reach such agreement within sixty (60) days of the commencement of any arbitration, AAA shall designate a single neutral arbitrator to arbitrate the dispute. The arbitrator shall have the power to determine all matters incident to the conduct of the arbitration, including without limitation all procedural and evidentiary matters and the scheduling of any hearing. The award of the arbitrator shall be final and binding upon the Parties thereto and the subject matter thereof. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed by the Parties, the arbitration shall be held in Los Angeles County. This Section 8.6 shall not prevent either Party from seeking a temporary restraining order or temporary or preliminary injunctive relief from a court of competent jurisdiction in order to protect its rights under this Agreement. In the event a Party seeks such injunctive relief pursuant to this Agreement, such action shall not constitute a waiver of the provisions of this Section 8.6, which shall continue to govern any and every dispute between the Parties, including without limitation the right to damages, permanent injunctive relief and any other remedy, at law or in equity.

COOPERATION AGREEMENT

8.7 [Intentionally omitted.]

8.8 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof.

8.9 Attorneys' Fees. In the event either Party resorts to arbitration or legal action to enforce or interpret any provision of this Agreement, each Party shall be responsible for their own attorneys' fees and costs.

8.10 Press Releases and Public Announcements. Except as otherwise required by law neither LBCCD nor the Operator shall issue any press release, make any public announcement or otherwise disclose any information for publication by any print, broadcast or other public media, relating to the transactions contemplated by this Agreement, without the prior consultation with the other Party.

8.11 Amendments and Execution. This Agreement and any amendments hereto shall be in writing and executed in multiple copies on behalf of LBCCD by an authorized signing Representative, and on behalf of Operator by its designated officer or manager. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

8.12 Licenses, Permits and Certificates. Operator shall obtain and maintain in effect, at all times during the Term of this Agreement, all licenses, permits and certificates required by law which are applicable to the performance of the obligations pursuant to this Agreement.

8.13 No Third Party Beneficiaries. Except as otherwise provided herein, this Agreement shall not confer any rights or remedies upon any person other than Operator and LBCCD and their respective successors and permitted assigns.

8.14 Compliance with Applicable Laws. The Parties shall comply with all applicable federal, state and local laws, regulations, rules and restrictions in the conduct of their obligations under this Agreement.

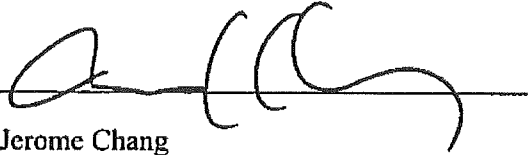
8.15 Authority. The Parties hereby warrant and represent to each other that they have the requisite corporate authority to execute and deliver this Agreement in their respective names.

*[Signature page follows.]*

COOPERATION AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

BLANKSPACES



Jerome Chang

Title: Manager

February 15, 2018

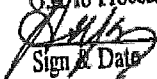
LBCCD



Margie Padron

Director, Business Support Services

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