

MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT SERVICES AGREEMENT (“Agreement”) is entered into as of January 1, 2023, by and between the HOLLYWOOD PROPERTY OWNERS ALLIANCE, a California 501(c)(6) non-profit corporation doing business as “The Hollywood Partnership” (“THP”), and HOLLYWOOD PARTNERSHIP VENTURES, a California 501(c)(3) non-profit charitable corporation doing business as “Hollywood Partnership Community Trust” (“HPCT”).

RECITALS

A. WHEREAS, THP, an association of property owners organized to manage programs, projects, and initiatives with the aim of promoting community revitalization efforts, quality of life, streetscape improvements, tourism, economic development, and business interests for the benefit of owners of property in Hollywood, California, has an administrative office with employees who provide management services to THP; and

B. WHEREAS, THP founded HPCT, a charitable non-profit entity established separately from THP for the purpose of accessing additional funding streams, including but not limited to grants, sponsorships, donations, contributions, and similar resources generally not available to THP, so as to complement and enhance THP’s strategic plans and programs, including but not limited to those consistent with THP’s agreement with the City of Los Angeles (“City”) to manage the Hollywood Entertainment District Business Improvement District (“HEDBID”);

B. WHEREAS, THP’s operations are not limited to management of the HED BID, and THP on occasion secures funds apart from those it receives from the City in connection with the HEDBID agreement; and

D. WHEREAS, the parties hereto desire to retain each other for the Services set forth in this Agreement in accordance with the Budget referenced herein;

NOW, THEREFORE, in consideration of the promises, covenants, circumstances, and other consideration set forth herein, the sufficiency of which is acknowledged by the parties hereto, THP and HPCT agree as follows:

Section 1.

1.1 Services. During the Term (as defined below), the parties shall provide the services to each other as set forth in the “Scope of Services” attached as Exhibit A (“Services”) and in accordance with the “Shared Expense Schedule” attached as Exhibit B (“Shared Expenses”), both as they may be amended from time-to-time in accordance with the terms of this Agreement and the parties’ respective needs for each other as those needs may change from time-to-time. Each party shall perform the

Services in accordance with the accepted standards of the professional disciplines relating thereto. If either party reasonably determines that any of the other's work is unsatisfactory, it shall have the right to meet with the other to review the subject work and attempt to resolve matters of concern, provided that nothing in this sentence is intended to limit or restrict either party's rights or remedies with respect to termination or default by the other party.

1.2 Communication & Disclosures. HPCT shall keep THP, inclusive of its staff and board of directors, apprised of its efforts in pursuit of strategic plans and programs. At minimum, HPCT shall deliver to THP monthly a report summarizing all projects, programs, and initiatives for which HPCT is actively developing revenue streams or incurring expenses.

Section 2. Compensation for Services.

Each party's delivery of Services to the other is agreed to fully compensate each party for same, including but not limited to each party's overhead, administrative, material, equipment, and supply use, sharing, and costs, and any excess compensation from THP to HPCT is agreed to be an in-kind donation to HPCT to further HPCT's mission insofar as it is consistent with THP's HED BID management plan.

Section 3. Term and Termination.

3.1 Term. This Agreement shall be effective as of its full execution and shall continue up to and including December 31, 2023 (the "Term"). Any renewal or extension of this Agreement thereafter shall require the mutual written consent or approval of the parties, and may not exceed a period of one year. Each party may withhold such consent or approval in its sole and absolute discretion.

3.2 Termination. This Agreement may be terminated by either party without cause effective 60 days after the terminating party's delivery of written notice of termination to the other party. Either party may terminate this Agreement for cause if the other party is in material default of its obligations set forth in this Agreement and if such default is not cured within 15 days after the non-defaulting party delivers written notice of default to the defaulting party. No early termination of this Agreement shall limit or restrict the non-defaulting party's right to any other remedy at law or in equity.

Section 4. Indemnification and Insurance.

4.1 Indemnification.

(a) THP shall indemnify, defend, and hold harmless HPCT and its directors, officers, employees, agents, and representatives (collectively, the "HPCT Indemnified Parties"), at any time as of or after the date of this Agreement, from and

against all demands, claims, actions or causes of action, losses, damages, liabilities, costs, and expenses (including interest, penalties, and reasonable attorney's fees and expenses) (the "Claims") asserted against, imposed upon, or incurred by any of the HPCT Indemnified Parties as a result of THP's acts or omissions arising out of this Agreement, except to the extent that such Claims result from or arise out of the independent acts or omissions of the HPCT Indemnified Parties as of or after the date of this Agreement.

(b) HPCT shall indemnify, defend, and hold harmless THP, and its directors, officers, employees, agents, and representatives (collectively, the "THP Indemnified Parties"), at any time as of or after the date of this Agreement, from and against all Claims asserted against, imposed upon, or incurred by any of the THP Indemnified Parties as a result of HPCT's acts or omissions arising out of this Agreement, except to the extent that such Claims result from or arise out of the independent acts or omissions of the THP Indemnified Parties as of or after the date of this Agreement.

4.2 Insurance. Each party shall maintain in force for the joint benefit of the other party's Indemnified Parties a broad form comprehensive general liability insurance policy with not less than One Million Dollars (\$1,000,000) of coverage, including broad form contractual and for employment liability, naming each other party's Indemnified Parties as additional insureds. Such insurance policies shall be written by an insurer with a minimum A-9 rating in Best's Insurance Guide (or shall otherwise be subject to the prior written approval of the other party, with such party reserving the right to approve or disapprove the identity of such other insurer in its sole and absolute discretion). In addition, each policy of insurance shall be stated to be primary and non-contributing with any insurance carried by each party for its own benefit and for the benefit of its own Indemnified Parties. Each party shall deliver to the other, and any of its Indemnified Parties so requesting, a certificate of insurance with regard to such policy.

Section 5. General Provisions.

5.1 Notices. All notices required by this Agreement shall be delivered in person, by a reputable same-day or overnight courier service that provides a receipt showing date and time of delivery, or by United States registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to "THP": Hollywood Property Owners Alliance
Attention: President & CEO
6922 Hollywood Blvd., Ste. 925
Los Angeles, CA 90028

If to "HPCT": Hollywood Partnership Ventures
Attention: Executive Director

6922 Hollywood Blvd., Ste. 925
Los Angeles, CA 90028

Except as otherwise specified herein, all notices and other communications shall be deemed to have been given on the earlier of the actual receipt by the addressee or the expiration of three (3) business days (excluding Saturdays, Sundays and federal holidays) after deposit in overnight or the United States mail in the manner described in this Section. Any party hereto may change its address for purposes of this section by notice to the other party in accordance with this section.

5.2 Relationship of the Parties. The relationship of the parties to this Agreement is not, and shall not be construed as or interpreted or argued to be or to create, a partnership, joint venture, or agency. The parties to this Agreement are independently existing and contracting parties.

5.3 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement.

5.4 Amendment. Any amendment to this Agreement or to the Services or the Budget shall require the mutual written consent or approval of both parties hereto, and each party may withhold such consent or approval in its sole and absolute discretion. No such amendment shall be effective unless set forth in writing and signed by an authorized representative of both parties.

5.5 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by the internal laws of the State of California without giving effect to the principles of conflicts of law thereof.

5.6 No Subcontractors. The parties shall not assign or subcontract this Agreement or any of their respective obligations hereunder without the other party's prior written consent, which consent may be withheld in the sole and absolute discretion of the party whose consent is sought. Any unauthorized assignment or subcontracting shall be null and void, shall constitute a material default hereunder, and, notwithstanding any other provision of this Agreement to the contrary, shall entitle the other party in its sole and absolute discretion to immediately terminate this Agreement without further notice or provision of an opportunity to cure such default.

5.7 Dispute Resolution. Any dispute, controversy, or claim between the parties arising under or relating to the subject matter of this Agreement shall be determined solely and exclusively by binding mediation before a single mediator provided by ADRS or any successor thereto in Los Angeles, and under and in accordance with ADRS rules and practices then in effect, unless the parties otherwise agree in writing; provided, however, that the invocation of such mediation remedy by either party shall not delay or suspend the effective date of a termination of this Agreement in accordance with the other express provisions set forth herein. Judgment upon the award of the mediator in accordance with this Section shall be final and binding and may be entered as a judgment in any state or federal court in California, and the parties irrevocably waive any right to appeal from such award or judgment.Counterparts. This Agreement and any amendment may be executed and delivered in counterparts.

5.8 Further Assurances. Each party agrees from time-to-time to execute and deliver all such further documents and instruments, and to provide such assistance, as the other party may reasonably require to effectively carry out or perform the intent of this Agreement.

5.9 Severability. If any term or provision of this Agreement is invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall remain in full force and effect to the largest extent possible in light of such other invalidity or unenforceability.

5.10 Successors and Permitted Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and consented assigns of the parties hereto.

5.11 Books and Records. Upon termination of this Agreement, each party shall promptly deliver to the other all books and records relating to the Services performed hereunder and cooperate with the other party in making an orderly transition so that each can secure such Services itself or through a third party. Such books and records shall include, without limitation, all databases, correspondence and memos (regardless of the form in which maintained), mailing lists, security reports, and other work product prepared by each party for or on behalf of the other. In the event any of such books and records are combined with confidential books and records of a party (e.g., THP books and records pertaining to HED legal matters), said party shall be entitled to redact or excise such confidential information from the books and records provided to the other party.

5.12 Service Marks, Proprietary Information, and Trade Secrets. This Agreement is not intended to transfer or convey to either party any right, title, or interest in any trademark, service mark, or other intellectual property held now or in the future by either party, and each expressly disclaims any interest therein. Each party shall be permitted to use any such property on behalf of the other during the Term of this Agreement only as expressly authorized by the other. Each party agrees to keep

confidential any proprietary information and trade secrets owned by the other party and not to disclose any such information to any third party without first obtaining the other's prior written consent or unless compelled by a valid court order or other judicial or administrative process to do so.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, or has caused this Agreement to be executed on its behalf by a duly authorized representative, all as of the effective date set forth above.

THP:

HOLLYWOOD PROPERTY OWNERS
ALLIANCE

By: _____
Name: Kathleen Rawson
Title: President & CEO

HOLLYWOOD PARTNERSHIP
VENTURES:

By: _____
Name: Steven Welliver
Title: Executive Director

EXHIBIT A – SERVICES

THP to HPCT:

- Furnish a professional office space for conducting the business of the organization(s), including standard supplies and equipment.
- Administer meetings for the benefit of the organization(s), including furnishing meeting space, technology, supplies, etc.
- Provide support for bookkeeping and financial administration, including accounts payable, accounts receivable, and financial reporting
- Provide support for marketing and communication of the organization(s) efforts
- Provide staff labor, as approved by THP President & CEO, for technical implementation of projects, programs, initiatives, and events of the organization(s)
- Provide support for legal matters, including joint retainer of General Counsel

HPCT to THP:

- Develop pipeline of new funding sources, including grants, individual and corporate charitable contributions, development of new enterprise programs and leveraging of new and existing assets to generate revenue
- Lead development of strategic plans aligned to the mission and priorities of the organization(s), and monitor and report on progress toward plan implementation
- Identify and develop action plans for implementation of projects, programs and initiatives to pursue strategic objectives of the organization(s)
- Lead development of community plans and capital improvement plans to ensure an engaging and economically viable public and private realm within the district
- Identify, research, monitor and develop recommendations on policy, planning and economic development initiatives of the County of Los Angeles, City of Los Angeles and other partner organizations
- Analyze and monitor real estate and development projects for consistency with strategic goals and objectives and economic impact on the community
- Implement and administer project management software to support efficient and effective collaboration across teams within the organization(s)
- Lead research and economic development functions for the organization(s) and oversee staff engaged in related efforts

EXHIBIT B – SHARED EXPENSES

ID	DESCRIPTION	VALUE	CASH	IN-KIND
A	Executive director compensation, benefits and payroll taxes	\$222,360.00	X	
B	Executive director professional development	\$3,500.00	X	
C	Executive director office and common areas	6% of Rent & Office Overhead*		X
D	Staff support for programs and administration	10% of Total Payroll		X