

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code
Sections 6103 and 27383

RECORDING REQUESTED BY:

SUCCESSOR AGENCY TO THE
CULVER CITY REDEVELOPMENT AGENCY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Redevelopment Project Manager

WHEN RECORDED MAIL TO AND SEND
TAX STATEMENTS TO:

Culver Station, LLC
Lowe Enterprises Real Estate Group
11777 San Vicente Boulevard, Suite 900
Los Angeles, California 90049
Attention: Thomas Wulf

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Numbers: APNs 4312-014-270, 4312-014-271, and 4312-014-900 through 4312-014-919

DOCUMENTARY TRANSFER TAX: \$ _____

☒ Computed on the consideration or value of
property conveyed; OR

☐ Computed on the consideration or value less liens
or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, herein called "**Grantor**", acting to carry out the Redevelopment Plan under the Community Redevelopment Law of the State of California, hereby grants to CULVER STATION, LLC, a Delaware limited liability company, herein called

“**Grantee**”, the real property, hereinafter referred to as the “**Property**”, described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

(1) Said Property is conveyed in accordance with and subject to the Redevelopment Plan, which was approved and adopted on November 23, 1998 by Ordinance No. 98-014 of the City Council of the City of Culver City, as amended, and the Implementation Agreement (the “**Original Implementation Agreement**”) entered into by and among Grantor, the CITY OF CULVER CITY, a municipal corporation (“**City**”) and Grantee’s predecessor-in interest, Lowe Enterprises Real Estate Group, a California corporation, as of October 21, 2014, as amended by the First Amendment to Implementation Agreement executed on April 30, 2015 (“**First Amendment**”) and further amended by the Second Amendment to Implementation Agreement executed on July 31, 2015 (“**Second Amendment**”) (the Original Implementation Agreement, as amended by the First Amendment and the Second Amendment, shall be referred to herein as the “**Implementation Agreement**”), all of which documents are public records on file in the offices of the City Clerk of City and the Secretary of Grantor. “Implementation Agreement” as used herein shall mean, refer to and include the Implementation Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the Implementation Agreement. Any capitalized term not herein defined shall have the same meaning as set forth in the Implementation Agreement. The Implementation Agreement is hereby incorporated herein by this reference.

(2) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees to (i) construct the Project as required by the Implementation Agreement; (ii) devote the Property to the uses required by, and use the Property and conduct all activities undertaken pursuant to the Implementation Agreement in conformity with, all applicable provisions of the Redevelopment Plan, the Comprehensive Plan approved by City pursuant to the PD Zone Requirements, the Project Entitlements, all conditions of approval of the Project Entitlements, the Culver City Municipal Code and any other applicable Governmental Requirements; (iii) use such property in conformity with and abide by the covenants and restrictions set forth in the City Grant Deed and this Grant Deed; and (iv) perform all obligations of Grantee the set forth in the Participation Agreement (Attachment No. 7 to the Implementation Agreement).

(3) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees to (i) maintain the Property and all Improvements thereon, including landscaping, lighting and signage, in good condition, free of debris, waste and graffiti, and in compliance with the terms of the Redevelopment Plan and with all applicable provisions of the Culver City Municipal Code and in accordance with the “Maintenance Standards,” as hereinafter defined; (ii) contract with and hire licensed and qualified personnel or contractors to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of the Implementation Agreement; (iii) obtain the prior written approval of the City of any declaration of easements and restrictions or any reciprocal easement agreement entered into by and between Grantee and the owner or owners of other privately owned portions of the Property, and obtain the prior written approval of the City of any amendment to any such declaration or reciprocal easement agreement, which City approvals (X) shall not be

unreasonably withheld or delayed, and (Y) shall be limited to matters affecting operation, maintenance, repair, insurance and replacement of parking areas, vehicular and pedestrian ways, including access points to streets and sidewalks, open space, Transit Plaza, outdoor dining areas and other similar publicly accessible areas of the Project, or to inconsistencies with the Implementation Agreement, the attachments to the Implementation Agreement, any document entered into by and between any of the Parties effectuating the Implementation Agreement, and/or the Project Entitlements; and (iv) comply with the following standards (“**Maintenance Standards**”) and to cause its contractors and subcontractors to adhere to the Maintenance Standards:

- (a) The Maintenance Standards shall apply to all buildings, signage, lighting, landscaping, irrigation of landscaping, architectural elements identifying the Property and any and all other common area of the Improvements on the Property. The Property shall be maintained in conformance and in compliance with the approved building permit drawings, and reasonable maintenance standards for similar, neighboring structures, including but not limited to painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curblane. The Property shall be maintained in good condition and in accordance with the custom and practice generally applicable to comparable developments.
- (b) Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.
- (c) Clean up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

City has agreed to notify Grantee in writing if the condition of the Property does not meet with the Maintenance Standards specified herein and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) Days within which to correct, remedy or cure the deficiency, unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Grantee is diligently pursuing such correction, remedy or cure. If the written notification states the problem is urgent relating to the public health and safety of the City of Culver City, then Grantee shall have forty-eight (48) hours to commence curing the

problem. In the event Grantee does not maintain the Property in the manner set forth herein and in accordance with the Maintenance Standards specified herein, City shall have, in addition to any other rights and remedies hereunder, the right to maintain the Property, or to contract for the correction of such deficiencies, after written notice to Grantee, and Grantee shall be responsible for the payment of all such out of pocket third party costs incurred by City.

(4) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that:

- (a) The qualifications and identities of Grantee and its members are of particular concern to City. It is because of those unique qualifications and identities that City has entered into the Implementation Agreement with Grantee and is imposing restrictions upon any Change of Control of Grantee and any Transfer which is not a Permitted Transfer until City issues the Release of Construction Covenants. Grantee represents that it is purchasing the Property to Develop and Cause Construction of the Project on the Property, and that it is not purchasing the Property for purposes of resale of the Property to a third party prior to the Completion of construction of the Project. Accordingly, Grantee agrees not to Transfer the Property prior to the Completion of construction of the Project. No voluntary or involuntary successor in interest to Grantee shall acquire any rights or powers in the Property or under the Implementation Agreement except as expressly set forth herein.
 - (i) Without the prior written approval of City, which approval may be granted or withheld in the discretion of City, but which approval shall not be unreasonably withheld or delayed, Grantee shall not (i) Transfer all or any part of its interest in or rights under the Implementation Agreement or the Property other than a Permitted Transfer, or (ii) effect any Change of Control. Any Permitted Transfer shall require notice to, but not the consent of, City.
 - (ii) Notwithstanding the foregoing, if control or ownership of Grantee must be changed in order to obtain financing to construct the Project, City shall grant or withhold its approval in its reasonable discretion provided that Robert Lowe, Sr., Robert Lowe, Michael Lowe, Richard Newman and/or Thomas Wulf or other employees of Grantee reasonably approved by City, remain the individuals exercising management control over the Project and the implementation of the Implementation Agreement (subject to oversight by Grantee's or Grantee's parent entity's Board of Directors) and remain Grantee's primary contact with City.
 - (iii) Any Transfer or Change of Control in violation hereof will constitute a breach and entitle City to use any remedy available to it at law or equity, including, but not limited to, the right to terminate the Implementation Agreement.

- (iv) The restrictions on a Change of Control set forth herein shall terminate 5 years subsequent to the issuance of the Release of Construction Covenants.
 - (b) Mortgages and deeds of trust through an Institutional Lender for the purpose of securing loans of funds are to be used for (i) financing the acquisition, predevelopment or development of the Property or other costs of development of the Property, (ii) financing the construction of the Improvements (including architecture, engineering, legal, and related direct costs as well as indirect hard and soft costs such as real property taxes, insurance premiums, closing costs, loan carrying costs, costs of financing and overhead) on or in connection with the Property, or (iii) any other purposes necessary and appropriate in connection with the Project under the Implementation Agreement; and shall be permitted before issuance of the Release of Construction Covenants only with City's prior written approval in accordance with Section 206 of the Implementation Agreement. City shall cooperate with Grantee and will in good faith consider all reasonable requests by an Institutional Lender to modify the Implementation Agreement. Any mortgage or deed of trust or other grant of a security interest in the Property shall constitute a Transfer for purposes of the Implementation Agreement. The words "mortgage" and "trust deed" solely as used herein shall include sale and lease-back and other means of financing which involve the granting of a security interest.
- (5) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that:

City shall have the right, at its option, to re-enter and take possession of the Property, with all improvements thereon, and revert in City the estate theretofore conveyed by Grantor to Grantee if, after Closing of title and prior to recordation of the Release of Construction Covenants, Grantee (or its successors in interest):

- (a) Fails to proceed with the construction of Improvements as required by the Implementation Agreement for a period of three (3) months, plus any extension as may be granted pursuant to Section 706 of the Implementation Agreement, after written notice thereof from City.
- (b) Abandons or substantially suspends construction of improvements for a period of three (3) months after written notice of such abandonment or suspension from City.
- (c) Transfers or suffers any involuntary Transfer of the Property, or any part thereof, in violation of the Implementation Agreement.

Such right to repurchase, re-enter and repossess shall be subject to and be limited by and shall not defeat, render invalid, or limit: (i) any mortgage, deed or trust or other security instrument permitted by the Implementation Agreement; or (ii) any rights or interests provided in

the Implementation Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

In the event it is determined by City or by a Court of competent jurisdiction that City does not have the legal authority to validly exercise the Right of Reverter as to the Property, then Grantor may proceed with the rights and remedies hereunder as to the Property, and all references in this paragraph to City shall be deemed to refer to Grantor as to the Property.

Upon issuance of a Release of Construction Covenants for the Improvements to be constructed on any applicable portion of the Property, City's right to reenter, terminate and revest as to such portion of the Property shall terminate, and City shall only be entitled to reenter, terminate and revest with respect to the other parcels within the Property for which no Release of Construction Covenants has been issued.

Upon the revesting in City of title to the Property as provided herein, City shall use its best efforts to resell the Property or part thereof as soon and in such manner as City shall find feasible to a qualified and responsible party or parties (as determined by City), who will assume the obligation of making or completing the Improvements, or such improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for such Property or part thereof in the Implementation Agreement. Upon such resale of the Property, the proceeds thereof shall be applied:

- (x) First, to reimburse City on its own behalf or on behalf of Grantor for all reasonable and necessary costs and expenses incurred by City, including but not limited to, salaries of personnel employed or utilized in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by City from the Property or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership to such taxes, assessments or charges (as determined by City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing City by Grantee and its successor or transferee; and
- (y) Second, to reimburse Grantee, its successor or transferee up to the amount equal to (1) the sum of the purchase price paid to Grantor by Grantee for the Property; (2) the costs incurred for the development of the Property and for the improvements existing on the Property at the time of the re-entry and repossession, less (3) any gains or income withdrawn or made by Grantee from the Property or the improvements thereon; and

- (z) Finally, any balance remaining after such reimbursements shall be retained by City as its sole property.

To the extent that the rights established in this paragraph involves forfeiture, the rights of City hereunder must be strictly interpreted in favor of City, the Party for whose benefit the right of reverter is created. The right of reverter and other rights established in this paragraph are to be interpreted in light of the fact that Grantor will convey the Property to Grantee for development of the Project as set forth herein and not for speculation.

(6) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

(7) All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

Notwithstanding the paragraph, with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

2. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

Notwithstanding the above paragraph, with respect to familial status, paragraph (2) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (2) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

3. In contracts entered into by Grantee relating to the sale, transfer, or leasing of land or any interest therein acquired by Grantee within any survey area of redevelopment project the foregoing provisions in substantially the forms set forth shall be included and the contracts shall further provide that the foregoing provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

(8) All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by City and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

(9) The covenants contained in this Grant Deed shall remain in effect as follows:

- (a) The covenants pertaining to the Improvements shall remain in effect for forty-five (45) years as set forth in paragraph 2 above, provided, however, that after twenty-five (25) years, such covenants shall be deemed amended to reflect any changes to the Project Entitlements that may be approved by City; and further provided,

however, that the covenants set forth in paragraph 3(iii) above relating to restrictions and easements shall remain in effect for ten (10) years following the issuance of the Release of Construction Covenants.

- (b) The covenants pertaining to Change in Control of Developer and Transfer, shall remain in effect with respect to Transfers of portions of the Site that include the Parking Garage, open space and Transit Plaza for three (3) years following the issuance of the Release of Construction Covenants and with respect to other portions of the Site shall terminate upon issuance of the Release of Construction Covenants.
 - (c) The covenants pertaining to maintenance of the Property and all Improvements thereon set forth in paragraph 3, above, shall remain in effect for forty-five (45) years, provided, however, that after twenty-five (25) years, such covenants shall be deemed amended to reflect any changes to the Project Entitlements that may be approved by City.
 - (d) The covenants against discrimination set forth in paragraph 7, above, shall remain in effect in perpetuity.
- (10) Grantee, for itself and on behalf of its successors and assigns to all or any portion of the Property, or any interest therein, covenants and agrees that:
- (a) In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.
 - (b) Grantor hereby assigns to City the rights of Grantor to enforce the covenants set forth in in this Grant Deed.
- (11) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by paragraph (4)(b) of this Grant Deed; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.
- (12) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property or any part thereof after this conveyance of said Property shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by City is recorded for the Property, or such part thereof, conveyed hereby.

Attachment No. 2

(13) The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, except for the covenant and condition contained in paragraph (5) of this Grant Deed.

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of _____, 2017.

GRANTOR

SUCCESSOR AGENCY TO THE CULVER CITY
REDEVELOPMENT AGENCY, a public body,
corporate and politic

Date: _____

By: _____
John Nachbar
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

KANE, BALLMER & BERKMAN

By: _____
Todd Mooney
Agency General Counsel

By: _____
Sol Blumenfeld
Assistant Executive Director

[signatures on following page]

[remainder of page intentionally left blank]

Attachment No. 2

Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

GRANTEE

CULVER STATION, LLC,
a Delaware limited liability company

By: CULVER CITY TRIANGLE INVESTOR,
LLC, a Delaware limited liability company

By: LCP Culver City Intermediate, LLC,
a Delaware limited liability company
Its: Administrative Member

By: LC PARTNERS
INVESTORS, LLC, a
Delaware limited liability
company

Date: _____

By: _____
Michael H. Lowe, President
Its: _____

Date: _____

By: _____

Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, ____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

-----OPTIONAL-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing: _____

Signer's Name:

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing: _____

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STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, ____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

-----OPTIONAL-----

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☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing: _____

Attachment No. 2

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STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-----OPTIONAL-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, ____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

-----OPTIONAL-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

LEGAL DESCRIPTIONS

The land referred to herein below is situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

8829 Exposition Boulevard.

Assessor Parcel No.: 4312-014-913.

LOT 40 OF TRACT NO. 5461, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 57, PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8831 Exposition Boulevard.

Assessor Parcel No.: 4312-014-911.

LOTS 41, 42 AND 43 OF TRACT NO. 5461, PARTLY IN THE CITY OF LOS ANGELES AND PARTLY IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM LOT 43 ALL OIL, GAS, AND MINERALS OR OTHER HYDROCARBON SUBSTANCES AS RESERVED IN A DEED RECORDED FEBRUARY 1, 1988 AS INSTRUMENT NO. 88-140779, OFFICIAL RECORDS.

8840 National Boulevard.

Assessor Parcel No.: 4312-014-912.

REAL PROPERTY IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 23 OF TRACT NO. 5461, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8841 Exposition Boulevard.

Assessor Parcel No.: 4312-014-905.

LOT 45 OF TRACT NO. 5461, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8843 Exposition Boulevard.

Assessor Parcel No.: 4312-014-914.

LOT 46 OF TRACT NO. 5461, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8824 National Boulevard, 8825 National Boulevard, 8801 Washington Boulevard, 8803 Washington Boulevard.

Assessor Parcel Nos.: 4312-014-916, 4312-014-917, 4312-014-918, and 4312-014-919.

LOTS 29, 30, 31, 32, 33, 34, 35 AND 36 OF TRACT 5461, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8828 National Boulevard.

Assessor Parcel No.: 4312-014-915.

LOT 28 OF TRACT NO. 5461, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8830-8834 National Boulevard.

Assessor Parcel No.: 4312-014-910.

LOTS 26, 27, 37, 38 AND 39 OF TRACT NUMBER 5461, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 57, PAGE(S) 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOT 26 ALL OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, TOGETHER WITH THE RIGHT TO USE ONLY THAT PORTION OF SAID LAND WHICH UNDERLIES A PLANE PARALELL WITH AND 2000 FEET BELOW THE PRESENT SURFACE OF

SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID OIL, GAS PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND, BY MEANS OF WELLS DRILLED INTO SAID SUBSURFACE OF SAID LAND FROM DRILL SITES LOCATED ON OTHER LAND, IT BEING EXPRESSLY UNDERSTOOD THAT SAID MORRIS DE LEE, HIS HEIRDS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID OIL, GAS, PETROLEUM AND/OR OTHER MINERAL OR HDROCARBON SUBSTANCES FROM SAID LAND, OR FOR ANY OTHER PURPOSE WHATSOEVER, ALL SUCH OIL AND MINERAL RIGHTS SET FORTH ABOVE SHALL RIVERT TO THE GRANTEE HEREIN 20 YEARS AFTER THE DATE THIS DEED IS RECORDED, AS RESERVED IN MORRIS DE LEE, IN DEED RECORDED JUNE 29, 1956 IN BOOK 51604, PAGE 150 OF OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE AND

ALSO EXCEPT AND RESERVING FROM LOTS 27, 37, 38 AND 39 UNTO SAID LODESTAR CORPORATION, THEIR HEIRS AND ASSIGNS, ALL GAS OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, TOGETHER WITH THE RIGHT TO USE ONLY THAT PORTION OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL WITH AND 2000 FEET BELOW THE PRESENT SURFACE OF SAID LAND, FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID OIL, GAS, PETROLEUM AND OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND BY MEANS OF WELLS DRILLED INTO SAID SUBSURFACE OF SAID LAND FROM DRILL SITES LOCATED ON OTHER LAND, IT BEING EXPRESSLY UNERSTOOD THAT SAID LODESTAR CORPORATION, THEIR HEIRS AND ASSIGNS, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND/OR EXTRACTING SAID OIL, GAS PETROLEUM AND/OR OTHER MINERAL OR HYDROCARBON SUBSTANCES FROM SAID LAND OR FOR ANY PURPOSES WHATSOEVER ALL SUCH OIL AND MINERAL RIGHTS SET FORTH ABOVE SHALL REVER TO THE GRANTEE HEREIN 20 YEARS AFTER THE DATE THIS DEED IS RECORDED, AS RESERVED BY THE LODESTAR CORPORATION, A CORPORATION, IN DEED RECORDED JUN 29, 1956 IN BOOK 51604, PAGE 151 OF OFFICIAL RECORDS IN SAID RECORDER'S OFFICE.

8836-8838 National Boulevard.

Assessor Parcel No.: 4312-014-907 and 4312-014-908.

LOTS 24 AND 25 OF TRACT NO. 5461, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8839 Exposition Boulevard.

Assessor Parcel No.: 4312-014-909.

LOT 44 OF TRACT NO. 5461, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8842 National Boulevard.

Assessor Parcel No.: 4312-014-906.

LOTS 19, 20 AND 22 PARTY IN THE CITIES OF LOS ANGELES AND CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALL OF TRACT NO. 5461, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8846 National Boulevard.

Assessor Parcel Nos.: 4312-014-270, 4312-14-271, 4312-14-900, 4312-14-901, 4312-14-902, 4312-14-903, 4312-14-904.

LOTS 10, 21, 47, 48, 49, 50, 51 AND 52 OF TRACT NO. 5461, PARTLY IN THE CITY OF LOS ANGELES AND PARTLY IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 57 PAGE 76 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Descriptions.