

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency

and

CULVER PUBLIC MARKET, LLC, a Delaware limited liability company

(12337, 12343, 12403, 12413, 12421 and 12423 Washington Boulevard, 4061 and 4063 Centinela Avenue, and 4064 Colonial Avenue, Culver City, California)

Attachment No. 3
ATTACHMENTS

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DISPOSITION AND DEVELOPMENT AGREEMENT

(12337, 12343, 12403, 12413, 12421 and 12423 Washington Boulevard,
4061 and 4063 Centinela Avenue, and 4064 Colonial Avenue)

This Disposition and Development Agreement (this “**Agreement**”) is entered into by and between the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency (the “**Successor Agency**”), and CULVER PUBLIC MARKET, LLC, a Delaware limited liability company (the “**Developer**”). This Agreement is dated, for reference purposes, as of the date that the Successor Agency executes this Agreement (the “**Effective Date**”). The Parties agree as follows:

RECITALS

The following recitals are a substantive part of this Agreement. All capitalized terms set forth in the recitals shall have the meanings ascribed to such terms in Section 101 hereof.

A. The purpose of this Agreement is to effectuate the California Community Redevelopment Law, California Health and Safety Code Section 33000, *et seq.*, by providing for the improvement and development of the Site with a high quality, pedestrian-oriented place-making market hall development with iconic architecture, uniquely designed with an open floor plan and public plazas, with additional market hall-related retail uses and surface parking (the “**Project**”), consistent with the following: (1) Comprehensive Plan, P2017-0042-CP; (2) General Plan Map Amendment P2017-0042-GPMA; (3) Zoning Code Map Amendment P2017-0042-ZCMA; (4) Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; and (5) Tentative Parcel Map P2017-0042-TPM, for a proposed planned development District No. 15 (collectively, the “**Project Approvals**”).

B. The Property (of which the Site is a part) is primarily located within the geographical area of the Culver City Redevelopment Project Area (the “**Project Area**”). The proposed Project complies with and furthers the goals and objectives of the Redevelopment Plan for the Project Area approved and adopted by the City Council of the City on November 23, 1998 by Ordinance No. 98-014, as amended on November 23, 1998 by Ordinance No. 98-015 (the “**Redevelopment Plan**”) and the proposed Project also furthers municipal and other public purposes.

C. The Successor Agency currently owns fee title to the Property, upon a portion of which all of the Improvements are proposed to be constructed and developed pursuant to this Agreement, legally described on the Legal Description. The Property is depicted on the Site Map.

D. By entering into this Agreement, the goal of the Parties is to provide a Project which implements the City’s General Plan, completes the objectives of reanimating the Project Area, and compliments the redevelopment activities already begun in the Project Area.

E. By this Agreement, and subject to the terms and conditions herein: (i) the Successor Agency agrees to convey to the City Site A-1; (ii) the Successor Agency covenants and agrees to convey to the Developer, and the Developer agrees to accept from the Successor Agency, the Site; and (iii) the Developer agrees to Develop and Cause Construction of the Project and to record certain easements and covenants, conditions and restrictions against the Site for the benefit of the Successor Agency, the adjacent parcel, and the public, as the case may be.

F. The Successor Agency's disposition of the Property and the Developer's construction and development of the Project pursuant to the terms of this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accordance with the municipal and other public purposes and provisions of applicable federal, state, and local laws and requirements.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

100. DEFINITIONS

101. Definitions

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

“Additional Approved Tenant” is defined in Section 501.1.

“Affiliate” means (i) any Person directly or indirectly controlled by or under common control with another Person, (ii) any Person owning or controlling directly or indirectly 50% or more of the outstanding voting securities or other ownership interests of such other Person, (iii) any officer, director, member, manager or partner of such Person, or (iv) if such other Person is an officer, director, member, manager or partner, then any company for which such Person acts in any such capacity. The term “control” (and other tenses or forms of that word) as used in the immediately preceding sentence and in this Agreement means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person, or the power to control election of the board of directors or designation of the manager or a general partner.

“Agreement” is defined in the preamble to this Agreement. “Agreement” also includes all attachments attached to this Agreement, all other documents incorporated herein by reference, and all other documents referenced in this Agreement for execution by the Parties upon the Closing.

“ALTA Policy” is defined in Section 307.

“**Anti-Terrorism Laws**” means all laws relating to terrorism or money laundering, including, without limitation, the Executive Order and the Bank Secrecy Act, as amended by the USA Patriot Act.

“**Applicable Law**” means any applicable federal, state, and/or local law, code, ordinance, and/or regulation applicable to this Agreement, the Site, and/or the ownership, development, or use thereof.

“**Assignment of Construction Contract**” means an assignment signed by the Developer, and consented to by the General Contractor, delivered to and for the benefit of the Successor Agency, substantially in the form attached to this Agreement as Attachment No. 8 and incorporated herein by this reference.

“**Assignment of Plans, Reports and Data**” means an assignment signed by the Developer, and consented to by the architect, delivered to and for the benefit of the Successor Agency, substantially in the form attached to this Agreement as Attachment No. 9 and incorporated herein by this reference.

“**Bank Secrecy Act**” means the Currency and Foreign Transactions Reporting Act of 1970, Pub. L. No. 91-508, 84 Stat. 1305 (1970), as amended from time to time.

“**City**” means the City of Culver City, a charter city of the State of California, having its offices at 9770 Culver Boulevard, Culver City, California 90232-0507, and any assignee of, or successor to, the rights, powers, and responsibilities of the City.

“**City Fee Waiver**” is defined in Section 403

“**Close of Escrow**” means the Closing.

“**Closing**” is defined in Section 302.6.

“**Completion**” means, with regard to development of the Project, the satisfaction of each of the following events: (i) the Successor Agency shall have determined that development of the Project has been completed in substantial compliance with this Agreement, the Scope of Development, and the Plans approved by the City; (ii) the City shall have issued permit “sign-off” acknowledging completion of the shell of the Improvements in accordance with Plans approved by the City; and (iii) the time for the Developer’s contractor, suppliers and subcontractors constructing the Improvements to file a claim pursuant to California Civil Code Sections 3115-3117 in connection with the Project has expired or the Developer has delivered to the Successor Agency unconditional lien releases for its contractor, suppliers and subcontractors, and any mechanic’s liens that have been recorded or stop notices that have been delivered have been paid, settled or otherwise extinguished, discharged, released, waived, bonded around or insured against, provided that a notice of completion pursuant to California Civil Code Section 3117 has been duly recorded in the Official Records. For the avoidance of doubt, “Completion” shall not require certificates of occupancy or any approval that requires build-out or completion

of the interior of any of the Improvements such as, for example purposes only, tenant improvements, fixtures, and/or equipment, but shall only pertain to the exterior “shell” of the buildings constructed by Developer on the Site.

“**Conditions to Closing**” means, collectively, the Developer’s Conditions Precedent to Closing and the Successor Agency’s Conditions Precedent to Closing.

“**Condominium**” means, as the context dictates, the Site A-1 Parking Condominium or the Site A-1 Retail Condominium.

“**Condominium CC&Rs**” means that certain Declaration of Covenants, Conditions, and Restrictions governing the ongoing rights and obligations of the Developer and the City with respect to the Site A-1 Retail Condominium and the Site A-1 Parking Condominium.

“**Condominium Plan**” means that certain map and plan delineating the Site A-1 Parking Condominium and the Site A-1 Retail Condominium, and any other elements that may be required by applicable Governmental Regulations in order to create the Site A-1 Parking Condominium and the Site A-1 Retail Condominium.

“**Construction Contract**” is defined in Section 314(d).

“**Construction Contract Disapproval Notice**” is defined in Section 407.

“**Construction Lender**” means an Institutional Lender making a Construction Loan (if any) to the Developer for the Developer to Develop and Cause Construction of the Improvements and to fund other costs of development of the Site.

“**Construction Loan**” is defined in Section 314(b).

“**Conveyance**” is defined in Section 301.1.

“**Days**” means calendar days and the statement of any time period herein shall be calendar days and not working days, unless otherwise specified.

“**DDA**” means this Agreement.

“**Default**” means the failure of a Party to perform any action or covenant required by this Agreement within the time periods provided therein, as set forth in Section 701.

“**Deposit**” means the amount of One Hundred Thousand Dollars (\$100,000.00), which the Developer has previously delivered to the Successor Agency’s predecessor-in-interest. Upon the Close of Escrow, the Deposit shall be credited toward the Purchase Price. If this Agreement is terminated prior to the Close of Escrow, then the Deposit shall be refunded to the Developer; provided, however, that if the Close of Escrow fails to occur due to the Default of the Developer, then the Deposit shall be retained by the Successor Agency as liquidated damages.

“**Develop and Cause Construction**” means, with respect to any component of the Project, that the Developer shall develop and cause a qualified and licensed contractor to construct such component. As used in the immediately preceding sentence, “cause” shall include, without limitation, the Developer taking all necessary steps and signing all necessary documents to effectuate such construction activities to be performed by duly licensed construction contractors or to otherwise be done in compliance with all applicable contractor licensing requirements of the State of California. The Parties acknowledge that nothing in this Agreement shall be interpreted to mean, that the Developer is acting as a general contractor.

“**Developer**” is defined in the preamble to this Agreement. “Developer” also includes any permitted assignees or nominees of the Developer, including a Permitted Transferee.

“**Developer Equity**” means funds provided by the Developer for payment of the Developer’s share of Project Costs not funded by the Construction Loan (if any) and shall not include the Construction Loan (if any) or any other borrowed funds.

“**Developer’s Conditions Precedent to Closing**” is defined in Section 303.2.

“**Developer’s Yield**” is defined in Section 501.1(b).

“**Effective Date**” is defined in the preamble to this Agreement.

“**Environmental Laws**” means, as amended from time to time, (i) Sections 25115, 25117, 25122.7 or 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) Article 9 or Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vi) Section 311 of the Clean Water Act (33 U.S.C. Sec. 1317), (vii) Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 *et seq.* (42 U.S.C. Sec. 6903) and (viii) Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 6901 *et seq.*

“**Environmental Reports**” means reports or assessments related to the environmental condition of the Site.

“**Escrow**” is defined in Section 302.1.

“**Escrow Agent**” means First American Title Company acting out of its Los Angeles, California office located at 777 South Figueroa Street; Suite 400, Los Angeles, California 90017 or such other escrow company as may be designated by the Executive Director and approved by the Developer.

“**Escrow Cost(s)**” is defined in Section 302.2.

“**Event of Default**” is defined in Section 701.

“**Evidence of Financing**” is defined in Section 314.

“**Executive Director**” means the Executive Director of the Successor Agency, or designee.

“**Executive Order**” means the President’s Executive Order No. 13224.

“**Final Map**” means such map or other instrument as is necessary to be approved by the City and any other governmental entity(ies) and recorded against Site A as required under any Applicable Law and/or other applicable Governmental Requirements in order to cause Site A to consist of Site A-1 and Site A-2 as separate legal parcels, as contemplated by Tentative Parcel Map P2017-0042-TPM.

“**Force Majeure**” is defined in Section 805.

“**General Contractor**” is defined in Section 407.

“**Governmental Requirements**” means all laws, ordinances, statutes, codes, rules, orders, decrees, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, the environment, labor relations, prevailing wage (if applicable), notification of sale to employees, Hazardous Materials, occupational health and safety, water, earthquake hazard reduction and building and fire codes; and including all Environmental Laws and Labor Laws) of the United States, the State of California, the County of Los Angeles, the City and of any other political subdivision, agency or instrumentality exercising jurisdiction over the Successor Agency, the Developer or the Site.

“**Grant Deed**” means the grant deed by which the Successor Agency will convey Site A-2 and Site B to the Developer, substantially in the form attached to this Agreement as Attachment No. 6 and incorporated herein by this reference.

“**Guaranty**” means that certain Guaranty to be given by the Developer’s parent company, substantially in the form attached to this Agreement as Attachment No. 7 and incorporated herein by this reference.

“**Hazardous Materials**” means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause cancer or reproductive toxicity; hazardous waste, toxic substances or related materials; petroleum and petroleum products, including, but not limited to, gasoline and diesel fuel; those substances defined as a “Hazardous Substance”, as defined by Section 9601 of the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or as “Hazardous Waste” as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*; an “Extremely Hazardous Waste”, a “Hazardous Waste” or a “Restricted Hazardous Waste”, as defined by the Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a “Hazardous Material”, “Hazardous Substance”, “Hazardous Waste” or “Toxic Air Contaminant” as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; “Oil” or a “Hazardous Substance” listed or identified pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. 1321; a “Hazardous Waste”, “Extremely Hazardous Waste”, or an “Acutely Hazardous Waste” listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1-66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the Site to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 *et seq.*; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*; any radioactive material including, without limitation, any “source material”, “special nuclear material”, “by-product material”, “low-level wastes”, “high-level radioactive waste”, “spent nuclear fuel” or “transuranic waste” and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 *et seq.*, the Nuclear Waste Policy Act, 42 U.S.C. 10101 *et seq.*, or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 *et seq.*; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, or the California Occupational Safety and Health Act, California Labor Code, Sections 6300 *et seq.*; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 *et seq.* or pursuant to the California Clean Air Act, Sections 3900 *et seq.* of the California Health and Safety Code; or any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Governmental Requirements either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as “hazardous” or harmful to human health or the environment.

“**Hazardous Materials Activity**” means any actual, proposed or threatened storage, holding, existence or suspected existence, release or suspected release, emission, discharge, generation, processing, abatement, removal, disposition, treatment, handling or transportation of any Hazardous Materials from, under, into, on, above, or across the Site or surrounding property or any other use of or operation on the Site or the surrounding property in

violation of Environmental Laws that creates a risk of Hazardous Materials contamination of the Site.

“Improvements” means the improvements that the Developer will Develop and Cause Construction of upon the Site in accordance with all approvals and permits required for Completion of the Improvements, all as more particularly described in the Scope of Development. For the avoidance of doubt, the Parking Structure shall in no event be deemed to be part of the Improvements.

“Institutional Lender” means any of the following institutions having assets or deposits in the aggregate of not less than \$50,000,000: a California chartered bank; a bank created and operated under and pursuant to the laws of the United States of America; an “incorporated admitted insurer” (as that term is used in Section 1100.1 of the California Insurance Code); a “foreign (other state) bank” (as that term is defined in Section 1700(1) of the California Financial Code); a federal savings and loan association (Cal. Fin. Code Section 8600); a commercial finance lender (within the meaning of Sections 2600 *et seq.* of the California Financial Code); a “foreign (other nation) bank” provided it is licensed to maintain an office in California, is licensed or otherwise authorized by another state to maintain an agency or branch office in that state, or maintains a federal agency or federal branch in any state (Section 1716 of the California Financial Code); a bank holding company or a subsidiary of a bank holding company which is not a bank (Section 3707 of the California Financial Code); a trust company, savings and loan association, insurance company, investment banker; college or university; pension or retirement fund or system, either governmental or private, or any pension or retirement fund or system of which any of the foregoing shall be trustee, provided that the same be organized under the laws of the United States or of any state thereof; a Real Estate Investment Trust, as defined in Section 856 of the Internal Revenue Code of 1986, as amended, provided such trust is listed on either the American Stock Exchange or the New York Stock Exchange; or an investment fund, limited liability company or partnership with investors who themselves are Institutional Investors and who hold at least a 50% capital interest in such fund, limited liability company or partnership.

“Labor Laws” means any applicable federal, state and local labor standards, which standards shall include, without limitation, and if applicable: (a) the payment of not less than the wages prevailing in the locality as determined by the Secretary of Labor pursuant to the Davis Bacon Act (40 U.S.C. 276a to 276a-5), to all laborers and mechanics employed in the construction of the Improvements; (b) the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332); and (c) California Labor Code Section 1720 *et seq.*, including, without limitation, the payment of prevailing wage and maintenance of payroll records in accordance with California Labor Code Sections 1776 and 1812, and employment of apprentices in accordance with California Labor Code Section 1777.5.

Any work performed pursuant to this Agreement that the Developer determines is a public work (as defined in California Labor Code Section 1720) (the “work”) shall comply with the requirements of California Labor Code Section 1770 *et seq.* In all bid specifications for any such public work, and contracts and subcontracts for that work, the Developer (or its general contractor, in the case of subcontracts) shall obtain the general

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prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract for any such public work must contain the following provision:

“It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code Section 1775 and the payroll record keeping requirements of California Labor Code Section 1776.”

The provisions of California Labor Code Sections 1775 and 1813 regarding penalties to be paid upon the failure to pay prevailing wage and for failure to comply with the hours’ laws respectively shall be enforced. As set forth in California Labor Code Section 1810, eight hours labor constitutes a legal day’s work. In accordance with the provisions of California Labor Code Section 3700, the Developer is required to secure payment of compensation to its employees. The Developer shall include in every contract for the development of the Project: (a) a statement that in accordance with the provisions of California Labor Code Section 3700, the contractor will be required to secure the payment of compensation to its employees; and (b) with respect to any work constituting a public work requiring payment of prevailing wages, copies of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

“**Legal Description**” means that certain legal description of the Property, attached to this Agreement as Attachment No. 2 and incorporated herein by this reference.

“**List of Pre-Approved Tenants**” means the list of pre-approved tenants for the Market Hall attached to this Agreement as Attachment No. 12 and incorporated herein by this reference.

“**Losses and Liabilities**” means and includes all claims, causes of action, liabilities (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest or defense costs, and expert witness fees), losses, damages (including, without limitation, penalties, fines and monetary sanctions), injuries, expenses, charges, penalties or costs of whatsoever character, nature and kind, including reasonable attorney’s fees and costs incurred by the indemnified party with respect to counsel of its choice, whether to property or to person, whether by direct or derivative action, and whether known or unknown, suspected or unsuspected, latent or patent.

“**Maintenance Standards**” is defined in Section 502.

“**Market Hall Tenant(s)**” means those businesses or organizations that are permitted to occupy the Market Hall pursuant to the terms of this Agreement.

“**Market Hall**” means that portion of the Improvements dedicated to market hall

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uses (and all ancillary areas associated therewith), as the same may be modified from time to time as permitted under this Agreement.

“**Memorandum of Right of First Offer**” means that certain Memorandum of Right of First Offer to be recorded against the Site in the Official Records, substantially in the form attached to this Agreement as Attachment No. 10 and incorporated herein by this reference.

“**Notice**” means a notice in the form prescribed by Section 801.

“**Offering Notice**” is defined in Section 601.1.

“**Official Records**” means the Official Records of the Los Angeles County Registrar/Recorder.

“**Outside Closing Date**” means December 31, 2020, or such date as may be agreed to in a writing signed by both of the Parties. If no Default by the Developer has occurred hereunder which remains uncured and outstanding, and Successor Agency approval of the Plans, including, without limitation, the schematic drawings, design development drawings and construction drawings, has not occurred at least 30 Days prior to the Outside Closing Date, then the Parties agree to meet and to reasonably and in good faith negotiate an extension of the Outside Closing Date.

“**Parcel Creation**” is defined in Section 311.

“**Parking License**” means a license agreement setting forth the rights and obligations of the Developer and the City with respect to the ongoing use and operation of the Parking Structure.

“**Parking Structure**” means a 3-level public parking structure on Site A-1 providing such number of parking spaces as is required under the Project Approvals for such parking structure (184 as of the date of this Agreement), provided that nothing herein shall prohibit the Developer, in its sole discretion, from providing additional parking spaces within such parking structure beyond the minimum number required hereunder.

“**Parking Structure Agreement**” means a certain “Development and Construction Contract” or other agreement between the Developer and the City setting forth, among other things, the terms and conditions upon which the Developer shall construct and transfer to the City the Parking Structure.

“**Parking Structure Costs**” means all costs and expenses incurred by the Developer in designing, permitting, entitling, and constructing the Parking Structure, in excess of any amounts contributed by the City to the construction of the Parking Structure pursuant to this Agreement and/or the Parking Structure Agreement.

“**Parties**” means both the Developer and the Successor Agency.

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“**Party**” means either the Developer or the Successor Agency.

“**Permitted Exceptions**” is defined in Section 306.

“**Permitted Transfer**” means a Transfer to any Person to whom a Transfer of this Agreement or the Site is specifically permitted by Section 206.3, subject to the terms and conditions of Section 206.3.

“**Permitted Transferee**” means the transferee of a Permitted Transfer.

“**Person**” means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, domestic or foreign.

“**Plans**” means any and all architectural, design and construction plans and drawings prepared on behalf of the Developer for the Project in accordance with this Agreement, including, without limitation, all such plans and drawings required and approved by the Successor Agency, and including the schematic drawings.

“**Prohibited Person**” means any of the following:

(a) a Person that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(c) a Person with whom the Developer is prohibited from dealing or otherwise engaging in any transaction by any of the Anti-Terrorism Laws;

(d) a Person who or that commits, threatens, or conspires to commit or supports “terrorism”, as defined in the Executive Order; or

(e) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control of the U.S. Treasury Department at its official website or any replacement website or other replacement official publication of such list.

“**Project**” is defined in Recital A. For the avoidance of doubt, the “Project” does not include the construction of the Parking Structure, which shall be governed by the Parking Structure Agreement.

“**Project Approvals**” is defined in Recital A.

“**Project Area**” is defined in Recital B.

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“**Project Costs**” means all costs which are actually incurred by the Developer for the development of the Project, and shall include, without limitation, all of the items of cost as determined for the design, planning, development and construction of the Improvements.

“**Project Design Consultants**” is defined in Section 401.4.

“**Property**” means that certain real property (of approximately 1.67 acres) and improvements thereon located on Site A and Site B, collectively, legally described in the Legal Description.

“**Purchase Price**” is defined in Section 301.1.

“**Purchase Price Payment**” means the purchase price payment to be deposited into Escrow by the Developer for the Developer’s purchase of the Site as described in Section 301.2.

“**Qualifying Tenants**” is defined in Section 501.1.

“**Redevelopment Plan**” is defined in Recital B.

“**Regency**” means Regency Centers Corporation, a Florida corporation.

“**Release of Construction Covenants**” means the document which evidences the Developer’s satisfactory Completion of the construction of the Improvements for the Project in accordance with this Agreement, as set forth in Section 413, to be recorded against the Site, substantially in the form which is attached hereto as Attachment No. 5 and incorporated herein by this reference.

“**Release of Construction Covenants Date**” means the date on which the Release of Construction Covenants is issued by the Successor Agency to the Developer pursuant to this Agreement.

“**Reply Notice**” is defined in Section 601.2.

“**Representatives**” means the agents, employees, members, independent contractors, affiliates, principals, shareholders, officers, council members, board members, committee members, and planning and other commissioners, partners, attorneys, accountants, representatives, and staff of the referenced entity and the predecessors, heirs, successors and assigns of all such persons.

“**Right of First Offer**” means the right of first offer granted by the Developer to the City for purchase of the Site, or applicable portion thereof, in accordance with Section 600.

“**Right of Reverter**” is defined in Section 712.

“**Scheduled Closing Date**” means the earlier of (i) five (5) business Days

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following the date on which the Developer's Conditions Precedent to Closing have been satisfied or waived in writing by Developer in its sole discretion, and the Successor Agency's Conditions Precedent to Closing have been satisfied or waived in writing by the Successor Agency in its sole discretion, and (ii) the Outside Closing Date.

"Schedule of Performance" means that certain Schedule of Performance, attached to this Agreement as Attachment No. 4 and incorporated herein by this reference, setting forth the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished by the Parties. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Developer and the Executive Director, and the Executive Director is authorized to make such revisions as the Executive Director deems reasonably necessary.

"Scope of Development" means that certain Scope of Development describing the development details of the Project, attached to this Agreement as Attachment No. 3 and incorporated herein by this reference, and the logical evolution of such Scope of Development.

"Site" means Site A-2 and Site B, collectively, which will be conveyed to the Developer at the Closing, on which the Developer will Develop and Cause Construction of all of the Improvements pursuant and in accordance with the terms and conditions of this Agreement; provided, however, that from and after that date on which the Developer has acquired title to the Site A-1 Retail Condominium pursuant to Section 320 below, any references in this Agreement to the "Site" shall mean, in addition to Site A-2 and Site B, the Site A-1 Retail Condominium.

"Site A" means that certain real property (of approximately 53,022 square feet) and improvements thereon located at the northwest corner of Washington Boulevard and Centinela Avenue in Culver City, California, legally described on the Legal Description. Pursuant to the Project Approvals and as described in Section 311 below, the Developer and the City will process the subdivision of Site A into two parcels, Site A-1 and Site A-2.

"Site A-1" means that certain real property on which, pursuant to the terms of the Parking Structure Agreement, the Developer shall construct the Parking Structure on Site A-1. The anticipated boundaries of Site A-1 are depicted on the Site Map. As of the Effective Date, Site A-1 is part of Site A. Site A-1 will be conveyed by the Successor Agency to the City as provided in this Agreement.

"Site A-1 Memorandum of Right of First Offer" means that certain Site A-1 Memorandum of Right of First Offer to be recorded against Site A-1 in the Official Records, substantially in the form attached to the Parking Structure Agreement and incorporated herein by this reference.

"Site A-1 Parking Condominium" means that certain condominium parcel to be created by the Developer and the City within Site A-1, which shall include the entire Parking Structure except for the Site A-1 Retail Condominium.

"Site A-1 Retail Condominium" means that certain condominium parcel to be

Attachment No. 3

created by the Developer and the City within Site A-1, which shall be conveyed to the Developer as described in Section 320 below, and which shall include areas for loading, storage, restrooms, and other uses desired by the Developer in connection with the Project.

“**Site A-1 Retail Condominium Grant Deed**” means a grant deed in a form reasonably approved by the Developer, the City, and the Escrow Agent conveying fee simple title to the Site A-1 Retail Condominium to the Developer in accordance with Section 320 below.

“**Site A-2**” means that certain real property on which, pursuant to the terms of this Agreement, the Developer shall construct all or a portion of the Project. As of the Effective Date, Site A-2 is part of Site A. Site A-2 will be conveyed to the Developer at the Closing. The anticipated boundaries of Site A-2 are depicted on the Site Map.

“**Site B**” means that certain real property (of approximately 19,736 square feet) and improvements thereon located at 12337 and 12343 Washington Boulevard, Culver City that will be conveyed to the Developer at the Closing. Site B is legally described on the Legal Description.

“**Site Map**” means the map of the Property, attached to this Agreement as Attachment No. 1 and incorporated herein by this reference.

“**Successor Agency**” is defined in the Preamble. “Successor Agency” also includes any assignee of, or successor to, the rights, powers, and responsibilities of the Successor Agency.

“**Successor Agency Documents**” means, collectively, this Agreement, the Grant Deed, the Guaranty, the Assignment of Construction Contract, the Assignment of Plans, Reports and Data, the Memorandum of Right of First Offer, and any and all other agreements, amendments or modifications entered into by and between the Parties (and/or the City and/or the Developer’s parent company) to effect the purposes of the foregoing.

“**Successor Agency’s Conditions Precedent to Closing**” is defined in Section 303.1.

“**Tentative Agreement Date**” is defined in Section 601.2.

“**Threshold Occupancy**” means eighty percent (80%) of net leasable area of the Project (i.e., those areas intended for exclusive occupancy of by any tenant or occupant of the Project, excluding outdoor seating areas, common areas, shared tenant spaces (for example purposes but not limitation, shared food preparation, storage areas, and other “back of the house” areas and the like) is occupied.

“**Threshold Occupancy Satisfaction Date**” means the date which is the later of (i) the Release of Construction Covenants Date, and (ii) the date on which the Threshold Occupancy is first achieved.

“**Title Commitment**” is defined in Section 306.

“**Title Company**” is defined in Section 306.

“**Title Objection Notice**” is defined in Section 306.

“**Title Response Notice**” is defined in Section 306.

“**Transfer**” means any sale, transfer, assignment, issuance or transfer of ownership interests, conveyance, gift, or the like (including those described in Section 412.1) of the Site or any portion thereof or any interest therein, or of this Agreement, to any Person. A lease, license, easement or other instrument that conveys exclusive or non-exclusive possessory interest for a portion of the Project shall not be considered a Transfer, nor shall, prior to the Threshold Occupancy Satisfaction Date, any pledge or hypothecation of the Site or any portion thereof as collateral for a loan or other debt secured thereby, other than as permitted under Section 206.2 below.

“**Transferee**” means the transferee of a Transfer.

“**Transfer Restriction Period**” means the period of time commencing upon the Effective Date and expiring on the seven-year anniversary thereof.

“**USA Patriot Act**” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended from time to time.

102. Singular and Plural Terms

Any defined term used in the plural herein shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

103. Accounting Principles

Any accounting term used and not specifically defined herein shall be construed in conformity with, and all financial data required to be submitted herein shall be prepared in conformity with, generally accepted accounting principles applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to the Executive Director.

104. References and Other Terms

Any reference to any document shall include such document both as originally executed and as it may from time to time be modified. References herein to Sections and Attachments shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term “document” is used in its broadest sense and

encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms “including” and “include” mean “including (include), without limitation”.

105. Attachments Incorporated

All attachments to this Agreement, or agreements entered into by the Parties substantially in the form of such attachments, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

200. SUBJECT OF AGREEMENT

201. Purpose of Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan by providing for the disposition of the Property and the development of the Site and to further municipal and other public purposes. This Agreement is entered into for the purpose of development of the Project on the Site pursuant to this Agreement. The fulfillment generally of this Agreement is in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with municipal and other public purposes and provisions of the applicable federal, state and local laws and requirements under which the Project has been undertaken and is being assisted.

202. Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan. The Redevelopment Plan is incorporated herein by this reference and made a part hereof as though fully set forth herein.

203. Project Area

The Project Area is located in the City and is legally described in the Redevelopment Plan.

204. Property

The Property is depicted on the Site Map and legally described in the Legal Description. The Site is a portion of the Property. Site A and Site B, and the anticipated boundaries of Site A-1 and Site A-2, are depicted on the Site Map.

The Site shall be conveyed to the Developer “AS IS, WHERE IS”, and “WITH ALL FAULTS”, expressly without the Successor Agency’s covenant, warranty or representation as to physical condition, title, leases, rents, revenues, income, expenses, operation, zoning or other regulation, compliance with law, suitability for particular purposes or any other matter whatsoever. The Successor Agency has no obligation to make repairs, replacements or improvements to the Site or to pay any fees, costs or expenses related to the Site. The cost of

any demolition of existing improvements on the Site shall be the sole responsibility of the Developer, without any cost or expense to the Successor Agency. Nothing in this Section 204 or any other provision of this Agreement shall limit any express covenants, representations, and/or warranties set forth in this Agreement.

Subject to the restrictions on a Transfer set forth in Section 206, the Developer agrees that upon any Transfer of the Site or any portion thereof, the transferred portion of the Site shall be subject to all of the terms, provisions, covenants and conditions of this Agreement and all attachments to this Agreement and all ancillary documents referenced in this Agreement, any subdivision or parcel map approved for the Site, and all exceptions, reservations, liens, encumbrances, qualifications, covenants, conditions, restrictions, easements, rights of way of the Site, and any and all matters or conditions reflected on or arising out of any subdivision, zoning, land use or environmental approval or procedure of the City done in connection with the development of the Site contemplated by this Agreement.

Furthermore, upon Closing, the Successor Agency shall convey Site A-1 to the City.

205. Parties to Agreement

205.1 Successor Agency

The Successor Agency is a public entity existing under the laws of the State of California and successor-in-interest to the former Agency, whose address is set forth in Section 801 below.

205.2 Developer

The Developer is Culver Public Market, LLC, a Delaware limited liability company, whose address is set forth in Section 801 below.

All of the terms, covenants and conditions of this Agreement shall be binding on, and shall inure to the benefit of, the Developer and any permitted assignees or nominees, including Permitted Transferees.

The Developer shall utilize the services of a market hall manager, operator, or consultant in the development of the Project.

206. Prohibition Against Transfer and Change in Management and Control of Developer

The terms and conditions of this Section 206 shall remain in effect only until the expiration of the Transfer Restriction Period.

206.1 Prohibition

The qualifications and identity of the Developer are of particular concern to the Successor Agency. It is because of those unique qualifications and identities that the Successor Agency has entered into this Agreement with the Developer and is imposing restrictions upon any Transfer which is not a Permitted Transfer. The Developer represents that it is purchasing the Site to Develop and Cause Construction of the Project, and that it is not purchasing the Site for purposes of speculation or resale to a third party. Accordingly, the Developer agrees not to engage in any Transfer which is not a Permitted Transfer until the expiration of the Transfer Restriction Period. During the Transfer Restriction Period, no voluntary or involuntary successor in interest to the Developer pursuant to any Transfer or otherwise shall acquire any rights or powers in the Site or under this Agreement except as expressly set forth in this Agreement.

During the Transfer Restriction Period, without the prior written approval of the Successor Agency as provided in Section 206.4 below, the Developer shall not Transfer all or any part of its interest in or rights under this Agreement or the Site, other than in connection with a Permitted Transfer.

Any Transfer in violation of this Agreement will constitute a breach and, subject to the cure rights provided for herein, entitle the Successor Agency to use any remedy available to it at law or equity, including, without limitation, the right to terminate this Agreement, provided that, notwithstanding such a termination, the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect.

Further, in the event that the Developer effects a Transfer, described in this Agreement, and notwithstanding the expiration of the restrictions set forth in this Section 206, the Developer shall comply with the requirements of Section 600 to the extent, if any, applicable to such Transfer.

206.2 Change of Ownership; Restriction on Investments

If control or ownership of the Developer must be changed in order for the Developer to obtain debt or equity financing, then the Developer shall seek the prior written consent of the Successor Agency, not to be unreasonably withheld or delayed, for such change of control or ownership in accordance with this Section 206. Notwithstanding anything to the contrary set forth herein, so long as the Developer is owned or controlled, directly or indirectly, by a company or entity that is traded on a public stock exchange, no sale, transfer, or conveyance of stock in such controlling company or entity shall be deemed a change of control or ownership, or a Transfer, for purposes hereof.

The Developer agrees that, unless approved by the Successor Agency, such approval not to be unreasonably withheld, conditioned, or delayed, prior to the Threshold Occupancy Satisfaction Date the Developer shall not use the Site as collateral for any loan or other financial transaction other than a loan or financial transaction as permitted by this Agreement or as approved by the Successor Agency as provided above, for which the proceeds

therefrom are used for the construction and development of the Improvements or for operation or financing of the Project.

206.3 Permitted Transfer of the Site

In connection with any Permitted Transfer allowed under this Section 206.3, the Permitted Transfer shall not require the approval of the Successor Agency, but the documents effectuating any Transfer shall include an assignment and assumption agreement in a form complying with this Section 206.3 below. To the extent any Permitted Transfer attempts to effectuate, or effectuates, an assignment of the Developer's rights or obligations under this Agreement, such Permitted Transferee shall expressly assume the obligations of the Developer under this Agreement and all ancillary documents and agree to be subject to all conditions and restrictions applicable to the Developer in this Agreement and all ancillary documents. Without limiting the foregoing, (i) the documents implementing any such Transfer shall be subject to the approval of the Executive Director or designee, which approval shall be limited to confirming that such documents comply with the requirements of this Agreement and shall not be unreasonably withheld or delayed, and (ii) such Transfer shall not involve any Prohibited Person or otherwise result in a violation of any of the Anti-Terrorism Laws. The Transferee under a Permitted Transfer must possess the qualifications and operational experience necessary to operate the Project pursuant to the terms of this Agreement, or shall retain a manager, operator, or curator with such qualifications to operate the Project. Furthermore, the Transferee under a Permitted Transfer (if other than a natural person) shall be a duly organized, validly existing entity in good standing under the laws of the state in which it is registered and have the power and authority to own and lease property and carry on its business as now being conducted.

A Permitted Transfer under this Agreement means any Transfer permitted by the express provisions of this Section 206.3 only as follows:

(a) Any transfer of the ownership interests of the Developer, or of the ownership interests in any entity which directly or indirectly holds an interest in the Developer, by gift, bequest, inheritance or other estate planning process (such as, but not limited to, transfer to a family-owned trust), or any transfer of any indirect ownership interest in Developer through a public stock exchange or other national market;

(b) Any transfer of any direct or indirect interest in the Developer to any other entity that owns or controls the Developer or Affiliate of an entity that owns or control the Developer, or any transfer of any direct or indirect interest in the Developer to any other entity following which the Developer or an Affiliate of Developer retains control over the day-to-day operation of the Project;

(c) Any transfer of any direct or indirect interest in the Developer to any transferee by devise or descent or by operation of law upon the death of a member, partner or shareholder of the Developer;

(d) Any transfer of any direct or indirect interest in the Developer to a transferee in connection with the estate planning of such transferor to (y) an immediate family

member or life partner of such interest holder (or to partnerships or limited liability companies controlled solely by one or more of such family members or life partners) or (z) a trust established for the benefit of such immediate family member or life partner;

(e) The conveyance or dedication of any portion of the Site to the City, the Successor Agency or other appropriate governmental agency, or the granting of easements or permits, for the purpose of facilitating construction of the Improvements or the operation of the Project, or as otherwise contemplated under this Agreement;

(f) A mortgage, deed of trust, security interest, hypothecation or other agreement and any Transfer resulting from a foreclosure or deed-in-lieu of foreclosure related to or in connection with any such financing, provided that, prior to the Threshold Occupancy Satisfaction Date, only a Construction Loan and/or a foreclosure or deed-in-lieu of foreclosure related to or in connection with any such Construction Loan shall be deemed a Permitted Transfer.

206.4 Request for Transfer; Approval

Except as specifically set forth herein, with respect to any Transfer that is not a Permitted Transfer, upon the Developer's delivery of written Notice to the Successor Agency requesting approval of a Transfer not otherwise a Permitted Transfer, the Successor Agency shall have the right to approve such Transfer as provided in this Section 206.4. The Successor Agency's consent to or approval of any proposed Transfer (other than a Permitted Transfer) shall not be unreasonably withheld, conditioned, or delayed. A qualifying Transferee must possess the qualifications and operational experience necessary to operate the Project pursuant to the terms of this Agreement, or must covenant to retain a manager, operator, or curator with such qualifications and operational experience, and (if other than a natural person) shall be a duly organized, validly existing entity in good standing under the laws of the state in which it is registered and have the power and authority to own and lease property and carry on its business as now being conducted. Furthermore, (i) the documents implementing any Transfer shall be subject to the approval of the Executive Director or designee, which approval shall be limited to confirming that such documents comply with the requirements of this Agreement and shall not be unreasonably withheld or delayed, (ii) such Transfer shall not involve any Prohibited Person or otherwise result in a violation of any of the Anti-Terrorism Laws, and (iii) to the extent that such Transfer attempts to effectuate, or effectuates, an assignment of the Developer's rights or obligations under this Agreement, the documents effectuating any Transfer shall include an assignment and assumption agreement in a form reasonably acceptable to the Executive Director, whereby such transferee shall expressly assume the obligations of the Developer under this Agreement and all ancillary documents and agree to be subject to all conditions and restrictions applicable to the Developer in this Agreement and all ancillary documents.

Any Notice from the Developer requesting the Successor Agency's consent or approval to a proposed Transfer shall be accompanied by sufficient evidence regarding the proposed Transferee's (or its proposed manager's, operator's, or curator's) development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the Successor Agency to evaluate the proposed assignee resulting from

the Transfer, as permitted under this Agreement. No Transfer shall be effective, nor shall the Developer be relieved of liability hereunder, unless and until the transferee assumes all of the obligations of the Developer with regard to this Agreement and the Site and all ancillary documents entered into pursuant to this Agreement, and delivers a signed assignment and assumption agreement in a form reasonably satisfactory to the Successor Agency, at which time the Developer shall be relieved of any further liability under this Agreement.

Within 30 Days after the receipt of the Developer's written Notice requesting Successor Agency approval of a Transfer pursuant to this Section (other than a Permitted Transfer), the Successor Agency shall either approve or disapprove such proposed Transfer by written notice to Developer (failure of the Successor Agency to either approve or disapprove of any such Transferee as provided herein within said 30 Day period shall be deemed the Successor Agency's approval thereof) and, in the event of disapproval, shall specify in reasonable detail the reasons therefor. Within 10 Days after receipt of the request for approval of any Transfer, the Successor Agency shall identify what further information, if any, the Successor Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Such information may include, but not be limited to: (a) company financial reports for the proposed Transferee as reasonably requested by the Successor Agency, or other evidence of the proposed Transferee's financial ability to adequately fund its obligations under this Agreement with respect to the Project; (b) a summary of the proposed Transferee's experience in operating market hall and/or other retail projects (or that of its proposed managers, operators, or curators); and (c) a list of prior projects performed by the Developer that are substantially similar to the Project or are otherwise relevant to the proposed Transferee's (or its manager's, operator's, or curator's experience) capability to manage and operate the Project. Upon receipt of such a response, the Developer shall promptly furnish to the Successor Agency such further information as may be reasonably requested by the Successor Agency pursuant hereto. The Developer agrees to promptly pay all of the Successor Agency's reasonable out-of-pocket costs, including reasonable attorneys' fees, incurred in connection with review and processing of any request for a Transfer and/or consummation of such Transfer and preparation of any documentation and/or agreements in connection therewith.

The form assignment and assumption agreement to be executed by any Successor Agency-approved Transferee shall include an express acknowledgment by the Transferee of the existence and description of: (i) this Agreement and all other documents entered into by the Parties pursuant to this Agreement; (ii) the obligations of such Transferee under such agreements, and of the rights of the Successor Agency and its successors in connection with this Agreement and all ancillary documents, and of the Successor Agency, owner, lessee under such agreements; (iii) an express agreement of the assignee or transferee to comply with such obligations and rights; and (iv) a release of the Developer of any further liability under this Agreement from and after the date of the subject Transfer.

207. Third Party Beneficiaries

With the exception of the City's Right of First Offer granted by the Developer to the City in accordance with Section 600 below, this Agreement is made and entered into for the sole protection and benefit of the Successor Agency, its successors and assigns, and the

Developer, its permitted successors and assigns, and no other person or persons shall have any right of action hereon or hereunder.

208. Representations and Warranties

208.1 Successor Agency's Representations

The Successor Agency covenants, represents, and warrants to the Developer as follows:

(a) Authority. The Successor Agency is a public entity existing under the laws of the State of California and successor-in-interest to the former Agency. The execution, delivery and performance of this Agreement by the Successor Agency have been fully authorized by all requisite actions on the part of the Successor Agency. To the best of the Successor Agency's knowledge, the Successor Agency has, or will have as of the Close of Escrow, the full authorization to execute, deliver and perform under all other documents or instruments executed and delivered, or to be executed and delivered, pursuant hereto, unless otherwise specifically provided in this Agreement.

(b) No Conflict. To the best of the Successor Agency's knowledge, the Successor Agency's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Successor Agency is a party or by which it is bound and no joinder, consent or waiver of or by any third party is necessary to permit the consummation by the Successor Agency of the transaction contemplated by this Agreement.

(c) No Successor Agency Bankruptcy. To the best of the Successor Agency's knowledge, the Successor Agency is not the subject of a bankruptcy proceeding.

(d) Title. At the Closing, the Successor Agency intends on delivering title to the Site free of any right of any third party to possession of all or any part of the Site, except as contemplated by this Agreement.

(e) Litigation. To the best of the Successor Agency's knowledge, there are no pending actions, suits, material claims, legal proceedings, or any other proceedings with respect to the ownership, operation or environmental condition of the Site or any part thereof or affecting title or the proposed development of the Site or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.

(f) Governmental Compliance. To the best of the Successor Agency's knowledge, the Successor Agency has not received any notice from any governmental agency or authority alleging that the Site or this Agreement is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation. If any such notice or notices are received by the Successor Agency following the Effective Date, then the Successor Agency shall, within 10 Days after receipt of such notice, notify the Developer, and if such violation was

caused by the Successor Agency or any Representative, then the Successor Agency shall promptly cure such violation prior to the Closing, as legally permitted. To the best of the Successor Agency's knowledge, no Hazardous Materials have been or are located in, on, under or adjacent to the Site or any portion thereof.

(g) No Conveyance. The Successor Agency will not convey any interest in the Site, and the Successor Agency will not cause or consent to the recordation against the Site of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date which will not be eliminated prior to the Close of Escrow, except as expressly contemplated by this Agreement or as agreed by the Developer in the Developer's sole and absolute discretion.

(h) No Alterations. Except as otherwise permitted or contemplated by this Agreement, the Successor Agency will not make or allow any material alterations to the Site unless required by law without the Developer's prior written consent.

(i) Project Approvals. To the best of the Successor Agency's knowledge, the Project Approvals remain effective, and Plans consistent with the Project Approvals for the Project contemplated herein may be approved with no further discretionary approval of the Successor Agency.

Prior to the Threshold Occupancy Satisfaction Date, the Successor Agency shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true, immediately give written notice of such fact or condition to the Developer, and if such fact or condition is caused by the Successor Agency, then the Successor Agency shall promptly cure or remedy such fact or condition, as legally permitted.

208.2 Developer's Representations

The Developer represents and warrants to the Successor Agency as follows:

(a) Organization. The Developer is a duly organized, validly existing limited liability company in good standing under the laws of the state in which it is registered and has the power and authority to own and lease property and carry on its business as now being conducted. The copies of the documents evidencing the organization of the Developer and setting forth the ownership, control and management of the Developer have been delivered to the Successor Agency and are true and correct (and true copies of the originals, if applicable) as of the Effective Date.

(b) Authority. The Developer has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by the Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The Persons who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of

the Developer and all actions required under the Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

(c) Valid and Binding Agreements. To the best of the Developer's knowledge, this Agreement and all other documents or instruments which have been executed and delivered by the Developer pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of the Developer enforceable against it in accordance with their respective terms.

(d) Contingent Obligations. The Developer does not have any contingent obligations or any contractual agreements that could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

(e) Litigation. To the best of the Developer's knowledge, no action, suit or proceeding is pending or threatened before any governmental department, commission, board, bureau, agency or instrumentality to which the Developer, or its Affiliates, is or may be made a party or to which any of its property is or may become subject, which has not been fully disclosed to the Successor Agency and which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

(f) No Conflict. To the best of the Developer's knowledge, the Developer's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not or will not conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Developer, or any provision of the organizational documents of the Developer, or will conflict with or constitute a breach of or a default under any agreement to which the Developer, or its Affiliates, is a party, or will result in the creation or imposition of any lien upon any assets or property of the Developer, other than liens established pursuant hereto.

(g) No Developer Bankruptcy. To the best of the Developer's knowledge, no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against the Developer, or its Affiliates, nor are any of such proceedings contemplated by the Developer, or its Affiliates.

Prior to the Threshold Occupancy Satisfaction Date, the Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true, immediately give written notice of such fact or condition to the Successor Agency, and if such fact or condition is caused by the Developer, then the Developer shall promptly cure or remedy such fact or condition.

300. DISPOSITION OF SITE

301. Sale and Purchase

301.1 Sale and Purchase of Site; Purchase Price

Upon the Scheduled Closing Date, the Successor Agency agrees to convey to the Developer and the Developer agrees to purchase from the Successor Agency (the “**Conveyance**”) the Site, for \$1,278,950 (the “**Purchase Price**”). The Parties agree, and the Successor Agency has determined that, based on the conditions imposed on the Developer with respect to the construction of the Improvements, the Purchase Price for the Site is not less than the fair reuse value of the Site; accordingly, consideration for the Conveyance shall include the Developer’s payment of the Purchase Price, the Developer’s promise to Develop and Cause Construction of the Project, including the Improvements, in accordance with all terms and conditions of this Agreement, and the Developer’s promise to be bound by the obligations, covenants and restrictions set forth in this Agreement.

Upon Closing, the Successor Agency shall convey the Site to the Developer by the Grant Deed, subject to the covenants and rights reserved therein. The Developer’s acquisition of the Site and development of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the best interests of the Successor Agency and the welfare of the City’s residents, and in accordance with municipal and other public purposes and provisions of applicable federal, state, and local laws and requirements.

The Purchase Price shall be paid by delivery of the Purchase Price Payment. The Deposit previously given by the Developer to the Successor Agency’s predecessor-in-interest shall be credited against the Purchase Price.

301.2 Purchase Price Payment

On or prior to the scheduled Close of Escrow, the Developer agrees to deposit into Escrow via wire transfer in cash or other readily available funds an amount equal to the Purchase Price plus the Developer’s share of Escrow fees and costs.

301.3 Scheduled Close of Escrow

Escrow shall be scheduled to close on the Scheduled Closing Date. Subject to any applicable cure rights set forth herein, Escrow shall close no later than the Outside Closing Date. If the Successor Agency’s Conditions Precedent to Closing and the Developer’s Conditions Precedent to Closing are not satisfied or waived by the respective Party on or before the Outside Closing Date, then, subject to any such applicable cure rights, any Party not then in Default of its obligations hereunder shall have the right to terminate this Agreement in accordance with Section 302.5 below. Upon such a termination, the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect.

302. Escrow

302.1 Escrow Instructions

The Parties shall open an escrow for the sale and purchase of the Site (the “Escrow”) with an Escrow Agent within the times established therefor in the Schedule of Performance. This Agreement constitutes the joint escrow instructions of the Parties, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the Escrow. The Parties shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent is hereby empowered to act under this Agreement and upon indicating its acceptance of the provisions of this Section 302.1 in writing, delivered to the Successor Agency and to the Developer within two Days after the opening of the Escrow, shall carry out its duties as the Escrow Agent hereunder.

302.2 Costs of Escrow

The following fees, charges and costs shall be paid by the Developer:

- (a) One-half of the escrow fees attributable to the Conveyance of the Site;
- (b) The excess premium for extended coverage under the ALTA Policy, and the cost of any endorsements required by the Developer which are not required to satisfy the Successor Agency’s obligations to deliver title to the Site in the condition required by this Agreement; and
- (c) *Ad valorem* taxes, if any, upon the Site applicable to periods from and after the Close of Escrow.

The following fees, charges and costs shall be paid by the Successor Agency either directly by the Successor Agency or out of proceeds otherwise distributable to the Successor Agency at the Close of Escrow:

- (i) Costs necessary to place the title to the Site in the condition for conveyance required by the provisions of this Agreement;
- (ii) Any and all state, county, or city documentary stamps or transfer tax pertaining to the Successor Agency’s conveyance of the Site;
- (iii) One-half of the escrow fees attributable to the Conveyance of the Site;
- (iv) The premium for standard coverage under the ALTA Policy and the cost of any endorsements required to satisfy the Successor Agency’s obligations to deliver title to the Site in the condition required by this Agreement; and

(v) Ad valorem taxes, if any, upon the Site applicable to periods prior to the Close of Escrow.

The foregoing, together with any other costs of Closing are referred to herein as an “**Escrow Cost**” or the “**Escrow Costs**”. In the event of an Escrow Cost that is not allocated above, such Escrow Cost shall be paid in accordance with customary practice in Los Angeles County.

302.3 General Provisions Applicable to Escrow Agent

The following general provisions shall be applicable to the Escrow Agent.

(a) All disbursements shall be made by certified check or electronic wire transfer of the Escrow Agent, as approved by the Parties. All funds received in the Escrow shall be deposited in a federally-insured separate interest-earning escrow account with any bank doing business in the State of California and approved by the Parties.

(b) The Parties to the Escrow each agree to pay one-half of all costs, damages, judgments and expenses, including reasonable attorneys’ fees, suffered or incurred by the Escrow Agent in connection with, or arising out of the Escrow, including, without limitation, a suit in interpleader brought by the Escrow Agent, other than if arising out of the Escrow Agent’s negligence, wrongful conduct or breach of these instructions and provided that in the event that the Escrow Agent incurs any cost, damages, judgments and expenses as a result of a breach of this Agreement by a Party, the defaulting Party shall pay 100% of the Escrow Agent’s costs, damages, judgments and expenses.

(c) All prorations and/or adjustments called for in the Escrow shall be made on the basis of a 30-Day month unless the Escrow Agent is otherwise instructed in writing by both of the Parties.

(d) Any amendment to these escrow instructions shall be in writing and signed by both the Parties. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as the Escrow Agent under such amendment.

(e) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 302.1 to 302.7, inclusive, of this Agreement.

302.4 Authority of Escrow Agent

The Escrow Agent is authorized to, and shall:

(a) pay and charge the Parties, respectively, for any Escrow Costs payable under and in accordance with Section 302.2 hereof;

(b) when both the Developer’s Conditions Precedent to Closing and

the Successor Agency's Conditions Precedent to Closing are satisfied or waived in writing by the Party for whom the condition was established, after Escrow Agent has received confirmation that the Grant Deed conveying the Site to Developer or Developer's designee has been recorded in the Official Records of Los Angeles County, disburse funds to the Successor Agency and deliver conformed copies of the recordable documents and copies of the non-recordable documents: (i) to the Successor Agency, the Purchase Price Payment (less the Successor Agency's share of Escrow Costs); (ii) to the Successor Agency, with copies to the Developer, the Guaranty, the Assignment of Construction Contract, the Assignment of Plans, Reports and Data, and the Memorandum of Right of First Offer; and (iii) to the Developer, with a copy to the Successor Agency, the Grant Deed, provided, however, that any funds deposited as part of the Purchase Price shall not be disbursed by the Escrow to the Successor Agency unless and until the Escrow Agent has recorded the Grant Deed, and delivered the ALTA Policy to the Developer;

(c) insert appropriate amounts and the date of the Closing in documents deposited by the Parties in the Escrow;

(d) do such other actions as necessary to fulfill the Escrow Agent's obligations under this Agreement, including, if applicable, obtaining the ALTA Policy and recording any instrument delivered through Escrow if necessary and proper in the issuance of the ALTA Policy;

(e) within the discretion of the Escrow Agent, direct the Parties to execute and deliver any instrument, affidavit or statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar State act or regulation promulgated thereunder. The Successor Agency agrees to execute a Certificate of Non-Foreign Status by individual transferor, a Certificate of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act and/or a California Franchise Tax Board Form 590, or similar form, in order to assure the Developer that there exist no withholding requirements imposed by application of law as may be required by the Escrow Agent, on forms supplied by the Escrow Agent;

(f) prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms, including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms and/or withholding are provided for or required by law; and

(g) prepare and deliver to the Parties for their review and approval prior to the Closing a settlement statement.

302.5 Termination of Escrow

If the Escrow is not in a condition to close by the Outside Closing Date, as the same may be extended pursuant to this Agreement, then either Party not then in Default (or not having committed any act or omission which, with the giving of notice or the passage of time, would constitute a default if not cured) of its obligations hereunder may terminate this Agreement by written notice to the other Party delivered, if at all, prior to the close of Escrow

and, upon such termination, this Agreement shall be of no further force and effect, except that the rights and obligations of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect. In the event of such a termination, then either Party which is not in Default (or not having committed any act or omission which, with the giving of notice or the passage of time, would constitute a default if not cured) of its obligations hereunder may, in writing, demand the return of money, documents or property deposited by such Party into Escrow. If either Party makes a written demand for the return of its money, documents or property, then this Escrow shall not terminate until 10 Days after the Escrow Agent shall have delivered copies of such demand to the other Party at the respective addresses set forth in Section 801 hereof. If any objections are raised by written Notice within such 10-Day period, then the Escrow Agent is authorized to hold all money, documents or property until instructed by a court of competent jurisdiction or by mutual written instructions of the Parties. If no such objections are timely made, then the Escrow Agent shall immediately thereafter return the demanded money and/or documents, and the escrow cancellation charges shall be shared equally by the Parties (unless one of the Parties is in Default, in which event such cancellation charges shall be paid by the defaulting Party). Termination of the Escrow shall be without prejudice as to whatever legal rights, if any, either Party may have against the other arising from this Agreement, and obligations and rights of the Parties under this Agreement that expressly continue notwithstanding a termination of this Agreement shall continue in effect. If no demands for termination are made, then the Escrow Agent shall proceed with the Closing as soon as possible consistent with the terms of this Agreement. Nothing in this Section shall be construed to impair or affect the rights of the Successor Agency or the Developer to specific performance.

302.6 Close of Escrow

The Closing shall occur on the Scheduled Closing Date. The Closing shall occur through the offices of the Escrow Agent. “**Closing**” means the time and Day that the Grant Deed is recorded in the Official Records.

Possession of the Site shall be delivered in “as is” condition to the Developer immediately following the Closing, except that limited access by the Developer shall be permitted prior to Conveyance as permitted in this Agreement. The Developer shall accept title and possession of the Site upon the Closing.

302.7 Closing Procedure

Upon receipt of written direction from both of the Parties to do so, the Escrow Agent shall Close the Escrow as follows:

(a) If applicable, record the Condominium Plan in the Official Records with instructions to the Los Angeles County Registrar/Recorder to deliver such document to the Developer and a conforming copy thereof to the City;

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(b) If applicable, record the Condominium CC&Rs in the Official Records with instructions to the Los Angeles County Registrar/Recorder to deliver such document to the Developer and a conforming copy thereof to the City;

(c) If applicable, record the Site A-1 Retail Condominium Grant Deed in the Official Records with instructions to the Los Angeles County Registrar/Recorder to deliver such document to the Developer and a conforming copy thereof to the City;

(d) record the Grant Deed in the Official Records with instructions to the Los Angeles County Registrar/Recorder to deliver such document to the Developer and a conforming copy thereof to the Successor Agency;

(e) record a memorandum of the Parking License in the Official Records with instructions to the Los Angeles County Registrar/Recorder to deliver such document to the Developer and a conforming copy thereof to the City;

(f) deliver the Guaranty to the Successor Agency;

(g) record the Memorandum of Right of First Offer in the Official Records with instructions to the Los Angeles County Registrar/Recorder to deliver such document to the City and a conforming copy thereof to the Developer;

(h) record the Site A-1 Memorandum of Right of First Offer in the Official Records with instructions to the Los Angeles County Registrar/Recorder to deliver such document to the Developer and a conforming copy thereof to the City;

(i) record the deed of trust securing the Construction Loan (if any) in the Official Records with instructions to the Los Angeles County Registrar/Recorder to deliver such document to the Construction Lender (if any) and a conforming copy to each of the Parties;

(j) deliver the ALTA Policy issued by the Title Company to the Developer;

(k) deliver to the Successor Agency the funds in an amount equal to the Purchase Price Payment, less prorations and charges applicable against the Successor Agency, including its share of the Escrow Costs and other costs set forth in Section 302.2 hereof, as evidenced by the settlement statement approved by the Parties;

(l) deliver to each of the Developer and the City a fully-executed original copy of the Parking Structure Agreement;

(m) file any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(n) deliver the FIRPTA Certificate, if any, to the Developer;

(o) forward to the Parties a separate accounting of all funds received and disbursed for each Party and copies of all executed, recorded or filed documents deposited into Escrow (to the extent not otherwise specifically included in this Section 302 above), with such recording and filing date and information endorsed thereon; and

(p) *ad valorem* taxes and assessments, if any, levied, assessed or imposed on the Site, which apply to any period prior to Conveyance of title to the Developer, shall be borne by the Successor Agency; *ad valorem* taxes and assessments, if any, levied, assessed or imposed on the Site, which apply to the period after the Conveyance, shall be borne by the Developer. The Escrow Agent shall prorate all such taxes and assessments as of the Close of Escrow based upon the most recent tax bills then available. All supplemental, escape or corrected taxes and assessments thereafter arising with respect to the Site shall be prorated by the Parties outside of Escrow as of the Closing Date.

303. Conditions Precedent to Closing

The obligation of the Parties to instruct the Escrow Agent to effect the Closing is conditioned upon satisfaction of the terms and conditions designated in this Section.

303.1 Successor Agency's Conditions

The Successor Agency's obligation to Close Escrow and thereby effect the Conveyance is conditioned upon the satisfaction or written waiver by the Successor Agency of each and every one of the conditions precedent (a) through (k), inclusive, described below (the "**Successor Agency's Conditions Precedent to Closing**"), which are solely for the benefit of the Successor Agency:

(a) No Default. The Developer shall not be in Default of any of its material obligations under the terms of this Agreement and ancillary agreements and documents, and all representations and warranties of the Developer contained herein shall be true and correct in all material respects.

(b) Execution of Documents by Developer. The Developer shall have executed (and/or caused to be executed) and delivered into Escrow or to the Successor Agency all documents required of the Developer for the Closing to occur under this Agreement including, without limitation, the Guaranty, the Assignment of Construction Contract, the Assignment of Plans, Reports and Data, the Memorandum of Right of First Offer, the Parking License, a memorandum of the Parking License, the Parking Structure Agreement, the Site A-1 Memorandum of Right of First Offer, and other Successor Agency Documents required by this Agreement.

(c) Execution of Documents by City. The City shall have executed and deposited into Escrow all documents required of the City for the Closing to occur under this Agreement including, without limitation, the Memorandum of Right of First Offer, the Parking License, a memorandum of the Parking License, the Parking Structure Agreement, the Site A-1 Memorandum of Right of First Offer, and other City documents required by this Agreement.

(d) Deposit of Funds. The Developer shall have deposited into Escrow the Purchase Price Payment (less the Deposit) and any such amounts necessary to pay any required costs of Escrow, Closing and the ALTA Policy payable by the Developer.

(e) Evidence of Financing. If not previously accomplished, the Developer shall have submitted to the Successor Agency, and the Successor Agency shall have approved, the Evidence of Financing in accordance with Section 314 hereof and the Schedule of Performance.

(f) Plans. The Developer shall have submitted to the Successor Agency, and the Successor Agency shall have approved, the schematic drawings, design development drawings, construction drawings, and other Plans required by Sections 401 and 402 of this Agreement, for the development of the Site.

(g) Insurance. The Developer shall have delivered to the Successor Agency the insurance certificates and endorsements required pursuant to Section 308 hereof.

(h) Construction Loan. The Construction Loan (if any) shall have been approved by the Successor Agency in accordance with this Agreement, and the Construction Lender (if any) and the Developer shall have executed the Construction Loan documents (if any).

(i) Construction Contract. The form of the Construction Contract(s) for all Improvements shall have been approved by the Successor Agency in accordance with this Agreement, and the General Contractor and the Developer shall have executed the Construction Contract and delivered to the Successor Agency a copy thereof.

(j) Approvals. The Developer shall have submitted to the Successor Agency and/or the City, and the Successor Agency and/or the City shall have granted, as applicable, the Project Approvals and any other discretionary entitlements and approvals required for the development of the Site.

(k) Parcel Creation. The Parcel Creation shall have occurred.

303.2 Developer's Conditions

The Developer's obligation to close Escrow is conditioned upon the satisfaction or written waiver by the Developer of each and every one of the conditions precedent (a) through (h), inclusive, described below (the "**Developer's Conditions Precedent to Closing**"), which are solely for the benefit of the Developer:

(a) No Default. The Successor Agency shall not be in Default of any of its obligations under the terms of this Agreement, and any ancillary agreements and documents and all representations and warranties of the Successor Agency contained herein shall be true and correct in all material respects.

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(b) Execution of Documents by Successor Agency. The Successor Agency shall have executed and deposited into Escrow all documents required of the Successor Agency for the Closing to occur under this Agreement including, without limitation, the Grant Deed, and any other Successor Agency Documents required by the Developer.

(c) Execution of Documents by City. The City shall have executed and deposited into Escrow all documents required of the City for the Closing to occur under this Agreement including, without limitation, the Memorandum of Right of First Offer, the Parking License, a memorandum of the Parking License, the Parking Structure Agreement, the Site A-1 Memorandum of Right of First Offer, and other City documents required by this Agreement.

(d) Deposit of Funds. The Successor Agency shall have deposited all funds (if any) required to be deposited by the Successor Agency into Escrow.

(e) Review and Approval of Title. The Developer shall have reviewed and approved the condition of title, as provided in Section 306.

(f) ALTA Policy. The Title Company shall, upon payment of the Title Company's regularly scheduled premium, be irrevocably committed to issue the ALTA Policy upon the Closing, in accordance with Section 307, subject only to the Permitted Exceptions approved therein.

(g) No Litigation. No litigation shall be pending or threatened by any third parties that seek to enjoin the Project or the transactions contemplated herein or to obtain damages in connection with this Agreement.

(h) Approvals. The Project Approvals shall be in full force and effect, and the Developer shall have received all other approvals and entitlements required for the development of the Site from the Successor Agency and/or the City, including, without limitation, the issuance of building permits, site permits, off-site permits (or building, site, and off-site permits in a ready-to-issue condition) for the construction of all of the Improvements, and all periods in which any such entitlements or other approvals can be administratively or legally challenged shall have expired with no such challenge having been filed, or if filed, the same shall have been resolved to the Developer's sole satisfaction.

(i) Utility Approval. The Developer shall have secured any and all necessary approvals from the appropriate utility companies in connection with the proposed relocation of utilities on the Site and Site A-1.

(j) Construction Contract. The General Contractor and the Developer shall have executed the Construction Contracts for the Improvements and delivered to the Successor Agency copies thereof.

(k) Financing Contingency. The Developer shall have obtained (1) construction financing for the Improvements, and the Successor Agency shall have approved such proposed loan or other funds as acceptable evidence of financing under this Agreement;

provided, however, that the Developer shall exercise diligent, good faith efforts to obtain such financing, or (2) approval from the “Capital Allocation Committee” of Developer’s parent entity of the Project and the funding of the construction of the Improvements pursuant to this Agreement.

(l) Parcel Creation. The Parcel Creation shall have occurred.

(m) Waiver of City Fees. The City Fee Waiver has been issued to the Developer.

(n) Condominium Documents. In the event that the Condominium Plan and the Condominium CC&Rs have been finalized, and the Developer has provided the City and the Successor Agency with at least 10-days’ advance written notice of its desire to cause the Site A-1 Retail Condominium to be conveyed to the Developer, the City shall have duly executed and delivered to the Escrow Agent with authorization to record the same in the Official Records the Condominium Plan, the Condominium CC&Rs, Site A-1 Retail Condominium Grant Deed, and any other documents or instruments reasonably requested by the Developer, the Successor Agency, and/or the Escrow Agent to effectuate the conveyance of the Site A-1 Retail Condominium to the Developer.

304. Form of Deed

The Successor Agency shall convey to the Developer title to the Site in the condition provided in Section 306 of this Agreement by delivery of the Grant Deed.

305. Time For and Place of Delivery of Deed

The Successor Agency shall deposit the Grant Deed with the Escrow Agent on or before the date established for Conveyance in the Schedule of Performance.

306. Condition of Title

Within 10 Days of written request from the Developer, but not later than 30 Days after the Effective Date, or as otherwise expressly provided in the Schedule of Performance, First American Title Insurance Company, or such other reputable national or regional title company mutually acceptable to the Executive Director and the Developer (the “**Title Company**”) shall deliver to the Developer, with a copy to the Successor Agency, a title commitment for the Site showing all title exceptions applicable thereto, a copy of all underlying documents referenced in such title commitment, and a plot of all easements, if any, applicable to the Site (the “**Title Commitment**”). The Developer may, at its sole cost and expense, obtain a current survey of the Site. No later than the date that is 60 Days after receipt of the Title Commitment, the Developer shall have the right to notify the Successor Agency in writing (the “**Title Objection Notice**”) of any objections that the Developer may have to the title exceptions contained in the Title Commitment. In the event that the Developer does not deliver the Title Objection Notice, the Developer shall be deemed to have approved of the condition of title as set forth on the Title Commitment. In the event that the Developer delivers a Title Objection Notice disapproving any

exceptions in the Title Commitment, the Successor Agency shall have 30 Days from receipt of the Developer's Title Objection Notice in order to notify the Developer in writing (the "**Title Response Notice**") of the Successor Agency's election to either (i) agree to remove or cure the objectionable items prior to the Close of Escrow, or (ii) decline to remove or cure the objectionable items. The Successor Agency's failure to deliver a Title Response Notice shall be deemed the Successor Agency's election not to remove or cure the objectionable items; provided, however, that the Developer's Title Objection Notice states in bold capitalized letters in 14-point or larger type on the cover page of such Notice that the "**THE SUCCESSOR AGENCY'S FAILURE TO RESPOND TO THIS NOTICE WITHIN 30 DAYS SHALL BE DEEMED TO CONSTITUTE THE SUCCESSOR AGENCY'S ELECTION NOT TO CURE OR REMOVE THE TITLE ITEMS TO WHICH DEVELOPER OBJECTS PURSUANT TO THIS LETTER**". If the Successor Agency notifies (or is deemed to have notified) the Developer of the Successor Agency's election not to remove and cure any objectionable items, then the Developer shall have the right, by written notice delivered to the Successor Agency no later than the date that is 10 Days after receipt of the Successor Agency's Title Response Notice, or 75 Days after delivery of the Developer's Title Objection Notice if the Successor Agency does not deliver a Title Response Notice, to either (a) terminate this Agreement, in which event neither Party shall have any further liability or obligation under this Agreement, or (b) agree to accept the Site subject to the objectionable items, in which event the objectionable items shall be deemed approved by the Developer, and upon the Close of Escrow the Developer shall take title to the Site subject to such objectionable items without any adjustment to, reduction of, or credit against the Purchase Price. The exceptions to title that the Developer approves pursuant to this Section 306, along with non-delinquent real property taxes (which shall be prorated as of the Closing) and the documents to be recorded through the Escrow under this Agreement, shall be referred to herein as the "**Permitted Exceptions**". However, if the Developer does not affirmatively make one of the elections referenced in clauses (a) or (b) in this Section 306 above, the Developer shall be deemed to have made the election referenced in clause (b) of this Section 306 above.

No later than 10 Days prior to the date established for Conveyance in the Schedule of Performance, the Parties shall have obtained from the Title Company an update to the Title Commitment dated no later than 10 Days prior to the such anticipated date for such Conveyance to occur, together with legible copies of all documents referenced as exceptions therein which were not referenced in the Title Commitment for the Site. Nothing in this Agreement shall obligate the Developer to proceed with the Close of Escrow in the event that new liens, encumbrances or exceptions on the Site (other than any matters contemplated by this Agreement) which are not Permitted Exceptions are discovered and arise through no fault of the Developer after the date of the Title Commitment and are not removed by the Successor Agency at the Successor Agency's sole cost, unless the Developer so elects to proceed (and if the Developer makes such election to proceed, then such new exceptions to title shall be deemed Permitted Exceptions); provided, however, the Successor Agency shall be obligated to the extent legally permissible to remove any new matters caused by the act or omission of the Successor Agency, or any of its agents or Representatives, at the Successor Agency's sole cost and expense. In the event that the Developer elects not to proceed with the Closing due to any new title exceptions referenced above, then upon such election, this Agreement shall terminate and, upon such termination, the Developer shall have no further interest in the Site or any further

obligations hereunder, except that the rights and obligations of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect.

Notwithstanding anything herein to the contrary, the Successor Agency shall be obligated to remove all monetary encumbrances against the Site excluding non-delinquent real property taxes and assessments to be prorated at the Closing. Except as otherwise expressly provided in this Agreement, the Successor Agency shall not intentionally create or permit the creation of any new exceptions to title or otherwise alter the physical condition of the Site following the Effective Date so long as this Agreement remains in effect.

307. Title Insurance

Concurrently with recordation of the Grant Deed, Title Company shall provide and deliver to the Developer a 2006 ALTA Extended Coverage Owner's Policy of title insurance (the "ALTA Policy") with a policy coverage limit in the amount requested. The cost of such ALTA Policy shall be allocated between the Parties in accordance with Section 302.2 above. The ALTA Policy shall show title to the Site vested in the Developer and shall be subject only to the Permitted Exceptions described above. The Title Company shall provide the Successor Agency with a copy of the ALTA Policy. In the event that the Title Company requires an ALTA survey as a condition to issuance of the ALTA Policy or as a condition to elimination of any survey exception shown therein, the Developer shall provide such ALTA survey at its sole cost and expense or accept title subject to such limitation in or exception to the ALTA Policy.

Notwithstanding anything above which is or appears to be to the contrary, the Developer shall have the right to request issuance of any endorsements to the ALTA Policy which it may desire as a condition to the Close of Escrow; provided, however, that all expense or cost attributable to issuance of any such endorsement shall be the sole responsibility of the Developer.

308. Insurance

308.1 General Requirements

Following the Close of Escrow and prior to substantial completion of the Improvements (with respect to the liability coverages in subsections (a)-(d) below) and following substantial completion of the Improvements (with respect to the property insurance described in subsections (a) – (c), and (e) below) and continuing in each case until a Release of Construction Covenants is issued by the Successor Agency for all Improvements, without limiting the indemnity provisions set forth herein, to the fullest extent permitted by law, the Developer, at its sole cost, shall procure and maintain in full force and effect the following policies of insurance with respect to the Site from a company or companies authorized to do business in the State of California or from a company or companies listed on the California list of Eligible Surplus Lines Insurers with a current rating from A.M. Best Company of A:VIII or better:

(a) General Liability. Commercial general liability insurance which affords coverage at least as broad as Insurance Services Office (ISO) Commercial General

Liability coverage form ISO CG 00 01 11 85 with minimum limits of not less than \$3,000,000 per occurrence.

(b) Automobile Liability. Commercial automobile liability insurance with coverage at least as broad as ISO CA 00 01 06 92 covering Symbol 1 (“Any Auto”), with minimum limits of \$1,000,000 combined single limit.

(c) Worker’s Compensation. Workers’ Compensation insurance, as required by the State of California, and Employer’s Liability insurance, with a minimum limit of \$1,000,000 per accident or occupational illness for bodily injury or disease.

(d) Builder’s Risk. A standard form builder’s risk policy on a replacement cost basis, against risk of loss associated with completion of the Improvements, including without duplication of coverage, theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, and debris removal, including demolition occasioned by enforcement of any applicable legal requirements.

(e) Property Insurance. Fire and hazard “all risk” insurance covering 100% of the replacement cost of the Improvements (including offsite materials) in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by “all risk” coverage policies in the area where the Site is located (excluding flood and earthquake coverage).

Any insurance policies held by the Successor Agency on the Property are not to be transferred, and the Successor Agency may cancel its own policies (if any) in connection with the Property effective upon the Closing.

Subsequent to the issuance of a Release of Construction Covenants, the Developer shall maintain such insurance coverage as is customary for buildings of the same general size and use in a similar area within the Culver City area and/or Los Angeles County.

308.2 Endorsements

The policy or policies of insurance required by Section 308.1, above, shall be endorsed as follows:

(1) The liability policies described in 308.1(a)-(c) shall include an executed endorsement, on a form reasonably approved by the Successor Agency General Counsel, showing the City and the Successor Agency as additional insureds, which may be a blanket additional insured endorsement.

(2) A waiver of subrogation stating that the insurer waives its rights of subrogation from the City or the Successor Agency with respect to the insurance referenced in clause (d) of Section 308.1 above.

(3) The policy or policies shall not be canceled or the coverage reduced until the first to occur of (a) a 30-Day written notice of cancellation has been served upon the City Attorney and the Executive Director by registered or certified mail, or (b) the completion of construction of the Project.

308.3 Deductible and Self-Insured Retention

In the event that any of the insurance coverages required to be furnished by the Developer has deductible or self-insured provisions, the Developer shall fully protect the City and the Successor Agency in the same manner as those interests would have been protected had the policy not contained the deductible or self-insured provision. The deductible or self-insured amount shall be shown on any “evidence of insurance” provided to the Successor Agency, and the Successor Agency reserves the right to reasonably limit said amount and to review the Developer’s financial statements if the amount exceeds a level reasonably acceptable to the City Attorney. A deductible amount of not more than \$100,000 shall be acceptable to the Successor Agency.

308.4 Evidence of Insurance

The Developer shall deliver copies of said policy or policies of insurance, or endorsement forms furnished by the City Attorney, or in lieu thereof, certificates from the Developer’s insurer confirming that Developer is carrying the requisite insurance (collectively, “evidence of insurance”) for approval as to compliance with the requirements of this Section 308 by the City Attorney and the Successor Agency General Counsel, as appropriate, which approval or disapproval shall be given within 10 business Days and shall not be unreasonably withheld or delayed. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. If Workers’ Compensation Coverage is placed with the State Compensation Insurance Fund, then a State Compensation Insurance Fund Certificate of coverage will be acceptable if endorsed in accordance with Section 308.2(1), above.

308.5 Failure to Maintain Coverage

Should the Developer fail to maintain policies with the coverages and limits specified in Section 308.1 above in full force and effect at all times required, and the Developer fails to cure such failure within 15 Days of written notice thereof from the Successor Agency, then the Successor Agency shall have the right to suspend the Developer’s operations until the Developer has fully complied with these provisions and furnished the required evidence of insurance. In the event that the Developer’s operations are suspended for failure to maintain acceptable insurance coverage, the Developer shall not be entitled to an extension of time for completion of the work.

308.6 Insurance for Contractors and Subcontractors

All contractors and subcontractors constructing the Improvements shall name the Parties as additional insureds under their policies required hereunder, and the Developer shall be

responsible for causing such contractors and subcontractors to purchase the insurance required under clauses (a), (b), and (c) of Section 308.1 above. In addition, contractors and subcontractors whose profession requires licensure, including, but not limited to, architects and engineers, shall be required to maintain professional liability insurance, applicable to their respective professions, in an amount not less than \$1,000,000, for a period whose prior acts coverage shall be no later than the first date of this Agreement and whose extended reporting coverage period shall be at least three years from the time that the Improvements are completed.

309. Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Site or any portion of the Site attributable to the period after Conveyance, and *ad valorem* taxes upon this Agreement or any rights thereunder, if any, levied, assessed or imposed before or after conveyance of title shall be paid by the Developer.

310. Occupants of Site

The Site shall be conveyed free of any possession or right of possession except that of the Developer and easements of record constituting Permitted Exceptions, except as contemplated herein.

311. Zoning of Site; Subdivision of Site A

In the event that the zoning of the Site at the time of Conveyance thereof shall not permit development of the Improvements and the use, operation and maintenance of such Improvements in accordance with the provisions of this Agreement, then the Successor Agency shall cooperate with the Developer and the City with regard to the necessary modification to such zoning. As of the Effective Date, pursuant to the Project Approvals, Site A-2 has been rezoned from Public Parking Facility (PPF) to Planned Development (PD), and Site B has been rezoned from Commercial General (CG) to Planned Development (PD), and a General Plan Amendment has been approved by the City.

To the extent necessary to create Site A-1 and Site A-2 as separate legal parcels, prior to the conveyance of the Site to the Developer, to the extent that the same has not occurred as of the Effective Date, the Developer shall prepare and deliver to the City for processing (including processing with any other governmental entities with jurisdiction over the same) the Final Map, based upon Tentative Parcel Map P2017-0042-TPM, including, without limitation, the vacation and/or relocation of the alley adjacent to Site A (collectively, the “**Parcel Creation**”). The City will cooperate in the foregoing as reasonably requested by the Developer. Once the aforesaid proposed Final Map is prepared, the City shall, as the applicant for the subdivision, prior to or concurrent with Closing and at the City’s sole cost and expense, and in compliance with all Applicable Laws, rules, and regulations (including, without limitation, Section 1351(e) of the California Civil Code), process administratively or in such other manner as is deemed appropriate by the City such applications as are necessary to cause the Parcel Creation to occur and to cause the Final Map and such other relevant documents to be recorded in the Official Records, including any necessary license agreement or other instrument in order

to allow construction upon the Property and the alley prior to recordation of the Final Map.

To the extent required as part of the Project Approvals, the Developer shall be responsible for recording or agreeing to record, prior to Completion, an instrument that allows for parking located on Site B to be shared with Site A-2.

312. Condition of Site; Release of Successor Agency

To the extent permitted by Applicable Law, the Successor Agency expressly and specifically disclaims the making of any representations or warranties, express or implied, regarding the Site or matters affecting the Site including, without limitation, the physical and environmental condition of the Site, except as expressly set forth in this Agreement.

The Successor Agency represents and warrants that it has delivered to the Developer all Environmental Reports prepared by the Successor Agency pertaining to the Site and/or in the Successor Agency's possession with respect to the Site. Subject to the Successor Agency's express representations and warranties contained in this Agreement, and subject to Applicable Law, the Developer acknowledges and agrees that the Site is to be conveyed to, and accepted by, the Developer, in its present condition, "AS IS", and the Developer hereby assumes the risk of adverse physical characteristics and conditions, including, but not limited to, the presence of Hazardous Materials, the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Site for the development purposes intended hereunder. After taking title to the Site, subject in all events to any express representations or warranties of the Successor Agency set forth in this Agreement, the Successor Agency shall have no liability to Developer with respect to responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination of the Site.

Except for obligations, representations and warranties of the Successor Agency set forth in this Agreement, and subject to Applicable Law, upon the Closing, the Developer hereby waives, releases and discharges forever the Successor Agency and its Representatives from all present and future Losses and Liabilities, arising out of or in any way connected with, the Successor Agency's or the Developer's use, maintenance, ownership or operation of the Site, except to the extent arising out of the negligence, willful misconduct or fraud of, or the uncured Default of this Agreement by, the Successor Agency or its Representatives.

The Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Developer Initials

The Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code with respect to the matters described and released in this Section 312. Unless explicitly set forth elsewhere in this Agreement, the Developer does not waive or relinquish any such rights and benefits it may have with respect to any other obligations of the Successor Agency set forth in this Agreement.

Nothing contained in this Section 312 is intended to modify the indemnities contained in this Agreement.

The terms and conditions of this Section 312 shall survive termination of this Agreement and shall continue after recordation of the Release of Construction Covenants.

313. Preliminary Work by Developer

The Developer shall submit all permit applications, drawings and the Evidence of Financing and satisfy all other obligations and conditions of this Agreement to be satisfied prior to Conveyance within the times established therefore in the Schedule of Performance.

314. Evidence of Financing

Prior to the Closing and within the time set forth in the Schedule of Performance, the Developer shall submit to the Successor Agency evidence reasonably satisfactory to the Successor Agency that the Developer has obtained (or the Developer's parent company has approved the provision of) sufficient equity capital and commitments for financing necessary for the acquisition and development of the Site and the Improvements, and permanent financing, if any, the Developer intends to obtain upon completion of construction of the Improvements (the "**Evidence of Financing**"). The Successor Agency shall approve or disapprove such Evidence of Financing within 15 Days, with such approval not to be unreasonably withheld or delayed; failure of the Successor Agency to disapprove such Evidence of Financing in writing within said 15 Day period shall be deemed the Successor Agency's approval thereof. To be valid, the Successor Agency's notice of disapproval of the Evidence of Financing shall set forth specific reasons why the Successor Agency does not believe that the Developer has provided sufficient Evidence of Financing. Such evidence (the "**Evidence of Financing**") shall include, at a minimum:

(a) A construction budget for the Project.

(b) If the Developer intends to obtain a construction loan, then draft Construction Loan documents from a lender reasonably acceptable to the Successor Agency (including any amendments thereto, the "**Construction Loan**") along with evidence reasonably satisfactory to the Executive Director that the lender intends (subject to the satisfaction of all conditions set forth in such lender's term sheet, loan commitment or loan application) to execute the same and provide an initial funding on or before the Closing. A Construction Loan (if any) may be secured by a deed of trust or other security instrument recorded against the Site, as reasonably approved by the Successor Agency. Any such Construction Loan shall provide for

Attachment No. 3

notice of default to the Successor Agency, the right to cure and such other terms as required by Section 406.

(c) Evidence of such other loans or grants or the Developer Equity as may be required to pay (i) the amount of the Construction Contract(s) for the Improvements plus (ii) an amount equal to all consultant and loan fees, “points”, commissions, charges, furnishings, fixtures, taxes, interest, start-up costs, the Developer’s overhead and administration, and other costs and expenses of developing and completing the Project. To the extent Developer Equity is utilized to satisfy this Section 314(c), the provisions of Section 314(h) below shall apply.

(d) A fixed or guaranteed maximum price construction contract for the Improvements or other contract reasonably acceptable to the Successor Agency (including any amendments thereto, the “**Construction Contract**”), along with evidence reasonably satisfactory to the Executive Director that the contractor intends to execute the same and is ready, willing and able to construct the Improvements for the cost indicated therein subsequent to the Closing. Any such Construction Contract shall provide for notice of default to the Successor Agency, the right to cure and such other terms as required by Section 407. The procedure for the Executive Director’s review and approval of the Construction Contract is set forth in Section 407 below. Notwithstanding that the Parking Structure does not constitute part of the Improvements, the Developer shall have the right, but not the obligation, to cause both the Improvements and the Parking Structure to be constructed pursuant to the same Construction Contract.

(e) A copy of the Developer’s most recent internally-prepared, unaudited financial statements or, in the alternative, those of Regency, which shall include a balance sheet, income statement, statement of retained earnings, statement of cash flows, and footnotes thereto, prepared in accordance with generally accepted accounting principles or federal income tax basis of accounting consistently applied, or in accordance with such other principles or methods as are reasonably acceptable to the Executive Director. The Successor Agency acknowledges that the requirements of Regency’s delivering the financial statements pursuant to this Section 314(e) shall be satisfied so long as Regency is publicly traded on a national stock exchange and such financial statements are available on such company’s public website. The Successor Agency acknowledges that by providing or making available to the Successor Agency Regency’s financial statements, Regency shall in no way be deemed to be assuming or have assumed any obligations or liabilities of the Developer under this Agreement whatsoever, provided that nothing in this Section 314(e) shall limit Regency’s obligations under the Guaranty.

(f) Evidence of any permanent financing that the Developer intends to obtain upon completion of construction of the Improvements, if any.

(g) A cash flow statement for the Project showing the anticipated revenues to be derived therefrom upon Completion and the anticipated operating expenses of the Project.

(h) To the extent that the cost of acquisition of the Site and the cost of the design, planning, construction and development of the Improvements and the Parking

Structure Costs are to be financed with funds other than the proceeds of a Construction Loan (if any), evidence reasonably satisfactory to the Successor Agency that the Developer has, at the time such evidence of financing is required to be demonstrated, sufficient equity capital, in sufficiently liquid form, not otherwise encumbered by any pledge or grant of a security interest to a third party, to assure complete funding for the development and construction of the Improvements and the funding of the Parking Structure Costs (as set forth in the Scope of Development and provided for in this Agreement). The Developer shall have the right to use any funds or assets available to the Developer for actual payment of costs, notwithstanding that said funds or assets may be different from the sources of equity capital utilized to demonstrate the evidence of equity financing required by this Agreement. Without limiting the foregoing, the requirements of this Section 314(h) above shall be satisfied by evidence one or more of the following:

(1) Cash, on deposit in a construction account, checking account, money market account, escrow, or other immediately available form of deposit, held in the name of the Developer, Regency Centers, L.P., a Delaware limited partnership, or Regency Centers Corporation, a Florida corporation, as shown in the financial statements of Regency Centers Corporation on its public website.

(2) An irrevocable direct pay letter of credit, in favor of the Developer, drawn on a bank or other financial institution reasonably approved in writing by the Successor Agency, with a term that is consistent with the anticipated need for funds during the construction period, the terms of which are consistent with this Agreement; or

(3) An available line of credit with a bank or other financial institution reasonably approved in writing by the Executive Director.

315. Real Estate Commissions

The Successor Agency shall not be liable for any real estate commissions or brokerage fees which may arise in connection with the sale of the Site to the Developer. The Successor Agency represents that it has engaged no broker, agent, finder or third party in connection with this transaction. The Developer hereby agrees to indemnify the Successor Agency from and against any and all costs, claims and judgments arising out of or related to the services of any broker or finder in connection with the Site which was engaged or purportedly engaged by the Developer, and the Developer shall be solely responsible for any compensation that may be due such broker or finder, if any. The Successor Agency hereby agrees to indemnify the Developer from and against any and all costs, claims and judgments arising out of or related to the services of any broker or finder in connection with the Site which was engaged or purportedly engaged by the Successor Agency, and the Successor Agency shall be solely responsible for any compensation that may be due such broker or finder, if any. The foregoing indemnities shall survive termination of this Agreement and shall continue after recordation of the Release of Construction Covenants.

316. Utility and Site Work; Demolition of Site

Prior to Closing, Developer shall have the right, upon written notice to the Successor Agency, to enter upon the Site to perform utility and site work and, to the extent deemed necessary or desirable by Developer, any demolition of any improvements located upon the Site, subject to Developer's obtaining all necessary permits and approvals for such work from the City; any such work to be performed by or on behalf of the Developer prior to the Closing shall be subject to a right of entry agreement to be negotiated and entered into administratively with the Successor Agency. The Developer shall perform all such demolition and containment activities in accordance with Environmental Laws. The Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials in violation of applicable Governmental Requirements onto the Site or into the environment in connection with the use of Hazardous Materials in the demolition of any existing improvements on the Site. Such precautions shall include complying with and causing all activities on the Site to comply with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to all procedures, requirements and restrictions imposed by Governmental Requirements pertaining to the disclosure, storage, use, removal and disposal of Hazardous Materials removed from the Site as part of the Developer's demolition work on the Site. The Developer covenants that it shall not, except for customary materials used and applied in accordance with all Governmental Requirements and in the ordinary course of demolishing the Site, (i) deposit Hazardous Materials in, on or upon the Site in violation of any applicable Governmental Requirements, or (ii) permit the deposit of Hazardous Materials in, on or upon the Site in violation of any applicable Governmental Requirements.

317. Developer Responsibilities after Closing

After the Closing, except as may be required under Applicable Law, the Successor Agency shall have no responsibility to remedy any soil or geologic condition on the Site, and any such work, if performed by the Developer, shall be at the Developer's sole cost and expense. It shall be the Developer's responsibility to remedy any soil or geologic condition on the Site, at its sole cost and expense, as required to fulfill its obligations hereunder. Any work or preparation of the Site for construction of the Project shall be performed in accordance with Environmental Laws, at the Developer's cost. The Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials onto the Site or into the environment in connection with the use of Hazardous Materials upon the Site in violation of applicable Governmental Requirements in connection with the Developer's construction of the Improvements upon the Site. Such precautions shall include complying with and causing all activities on the Site to comply with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to all procedures, requirements and restrictions imposed by Governmental Requirements pertaining to the disclosure, storage, use, removal and disposal of Hazardous Materials in connection with the Developer's construction of the Improvements upon the Site. The Developer further covenants that it shall not, except for customary materials used and applied in accordance with all Governmental Requirements and in the ordinary course of completing, maintaining and operating the Improvements or customarily utilized by households for domestic purposes in accordance with all Governmental Requirements, (i) deposit Hazardous Materials in, on or upon the Site in violation of any applicable Governmental Requirements, or (ii) permit the

deposit of Hazardous Materials in, on or upon the Site in violation of any applicable Governmental Requirements.

Upon conveyance and prior to and during construction of the Project, the Parties shall not engage in any Hazardous Materials Activity, except in strict compliance with all Environmental Laws, and shall comply with all Environmental Laws in connection with any activity on or about the Site, including the construction and operation of the Project. The Developer shall maintain the Site and any Improvements thereon in good condition, free from graffiti and from any accumulation of debris or waste materials.

With respect to any environmental remediation performed by the Developer on the Site, all such work shall be performed by an environmental contractor selected by the Developer and reasonably acceptable to the Successor Agency, and the Developer promptly shall provide the Successor Agency with a copy of each Hazardous Materials manifest required in connection with the performance of any such remediation work.

318. Required Disclosures after Closing

If, after the Developer takes title to the Site, the Developer discovers the presence of Hazardous Materials under or upon the Site in violation of applicable Governmental Requirements, or there is a release of Hazardous Materials on or from the Site, the Developer shall provide to the Successor Agency a copy of any environmental permits, disclosures, applications, entitlements or inquiries relating to such Hazardous Materials, including any notices of violation, notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirements relating to Hazardous Materials and underground tanks including, specifically, without limitation, the following:

- (a) All required reports of releases of Hazardous Materials, including notices of any release of Hazardous Materials as required by any Governmental Requirements;
- (b) All notices of suspension of any environmental permits;
- (c) All notices of violation from federal, state or local environmental authorities;
- (d) All orders under the State Hazardous Waste Control Act and the State Hazardous Substance Account Act and corresponding federal statutes, concerning investigation, compliance schedules, clean up, or other remedial actions;
- (e) All orders under the Porter Cologne Act, including corrective action orders, cease and desist orders, and clean up and abatement orders;
- (f) Any notices of violation from OSHA or Cal OSHA concerning employees' exposure to Hazardous Materials; and

(g) All complaints and other pleadings filed against the Developer relating to the Developer's storage, use, transportation, handling or disposal of Hazardous Materials on the Site.

In the event that any Hazardous Materials are discovered on the Site after the Closing in violation of applicable Governmental Requirements, or a release of Hazardous Materials into the environment occurs after the Closing in violation of applicable Governmental Requirements, the Successor Agency shall have no responsibility to the Developer to remove or remediate such Hazardous Materials, except that nothing herein shall limit the responsibility of the Successor Agency for any Hazardous Materials released or deposited by the Successor Agency or its Representatives on the Site, or any liability of the Successor Agency for breach of any express representations or warranties set forth in this Agreement, or any responsibility or liability of the Successor Agency to any third party (including, without limitation, any state or federal environmental board or agency) pertaining to any Hazardous Materials located upon, about, or beneath the Site prior to Closing.

319. Taxes and Assessments

Subsequent to the Conveyance, the Developer shall pay, when due, all taxes, assessments, and special taxes levied on the Site including, without limitation, such taxes and assessments levied in connection with the Improvements, in accordance with applicable Governmental Requirements.

320. Creation and Conveyance of Condominiums

Following the Effective Date, the Developer shall, at its sole cost and expense, create the Condominium Plan necessary for the Site A-1 Retail Condominium to be created as a separate legal condominium parcel which shall be legally conveyed by the City to the Developer. Thereafter, pursuant to the terms of the Parking Structure Agreement, the Parties contemplate that the City shall process the Condominium Plan such that, concurrently with the Closing under this Agreement, or as soon thereafter as is reasonably possible, the City will convey to the Developer by the Site A-1 Retail Condominium Grant Deed the Site A-1 Retail Condominium for total consideration of One Dollar (\$1.00). The Parties hereto acknowledge (and the Parties contemplate that the City shall acknowledge in the Parking Structure Agreement) that the foregoing is fair and adequate consideration in light of the Developer's performance of its obligations under this Agreement and the Parking Structure Agreement and the fact that a portion of the Project consisting of the Site A-1 Retail Condominium is located within the Parking Structure. The Parties acknowledge that the conveyance of the Site A-1 Retail Condominium to the Developer may or may not occur concurrently with or after the Closing under this Agreement, depending on when the Condominium Plan and Condominium CC&Rs are finalized and ready for recordation. Per the Parking Structure Agreement, the Developer and the City will work in good faith to agree on the form of the Condominium CC&Rs which shall, in light of the integrated nature of the Improvements with the Parking Structure, (i) establish reciprocal ingress and egress rights (including, without limitation, vertical transportation) between and among the Condominiums as necessary for the use and operation of the Project and the Parking Structure for their contemplated uses, (ii) allocate insurance obligations and costs relating to each of the

Condominiums, (iii) establish reasonable use restrictions upon the Condominiums, and (iv) set forth such other terms and provisions that the parties thereto reasonably deem necessary for the orderly use, operation, and ownership of their respective portions of the Site, the Improvements, the Parking Structure, and any other improvements constructed thereon from time-to-time (for example, without limitation, repair and restoration obligations and shared use of restrooms in the Site A-1 Retail Condominium). Per the Parking Structure Agreement, within 10 days of the Developer's written request, the City will execute and deliver to the Developer the Condominium Plan, the Condominium CC&Rs, the Site A-1 Retail Condominium Grant Deed, and any other applications, documents, or instruments as are reasonably requested by the Developer in order to create the Condominiums and convey the Site A-1 Retail Condominium to the Developer.

321. Indemnification

Without limiting the Successor Agency's representations and warranties set forth in this Agreement, following the Conveyance, the Developer agrees to save, protect, defend, indemnify and hold harmless the City and the Successor Agency, and their respective Representatives, from and against any and all Losses and Liabilities (including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, and remedial and response costs, but excluding the extent to which such loss or liability arises from the active negligence or intentional misconduct of the City, the Successor Agency, or their Representatives) which may now or in the future be incurred or suffered by the City and/or the Successor Agency, or their respective Representatives by reason of, resulting from or arising from, directly or indirectly, (i) any act or omission on the part of the Developer, or its Representatives, contractors or invitees with respect to the Site or construction of the Improvements thereon, or (ii) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Site of any Hazardous Materials first placed upon, beneath, or within the Site following the Conveyance by or through the actions of the Developer. The foregoing indemnity shall survive termination of this Agreement and shall continue after the Release of Construction Covenants Date.

400. DEVELOPMENT OF SITE

401. Scope of Development; Schematic Drawings; Landscaping and Grading Plans; Project Design Consultants

401.1 Scope of Development

The Developer shall be solely responsible for making the Site usable for the Project and appropriate for construction of the Improvements as a result of any Site conditions, including, but not limited to, flood zones, Alquist Priolo, and similar matters. The Developer shall construct the Improvements in accordance with the Scope of Development, the Schedule of Performance and the Plans (including all drawings and documents submitted by the Developer and approved by the Successor Agency as set forth herein), which approval shall not be unreasonably withheld, conditioned or delayed. The Successor Agency's approval of any Plans

for the Project shall be deemed an acknowledgement by the Successor Agency that such Plans comply with the requirements of this Agreement. The Construction Contract(s) entered into by the Developer for the Improvements shall require construction of the Improvements in a manner consistent with the Plans, drawings, and documents approved by the Successor Agency.

Development of the Site will include the following:

(a) The Developer shall Develop and Cause Construction of the Improvements in accordance with this Agreement including, without limitation, the Scope of Development and the Plans approved by the Successor Agency.

(b) The Developer shall exercise commercially reasonable efforts to develop the Project to meet or exceed LEED qualifying levels from the U.S. Green Building Council under the Leadership in Energy and Environmental Design Green Building Rating System for New Construction and Major Renovations (LEED-NC) (Version 2.2, formal LEED Certification). For the avoidance of doubt, the Developer shall not be required to seek or obtain formal LEED Certification from the U.S. Green Building Council under this Agreement.

All Project concepts shall comply with the CalGreen requirements, photovoltaic requirements and green building requirements as mandated by the City for general application in the City, and shall incorporate those sustainable development principles set forth in the Project Approvals.

The Project shall be developed consistent with the Project Approvals and the Plans, and all applicable Governmental Requirements. Notwithstanding the forgoing, the Successor Agency's approval of the Plans shall be deemed the Successor Agency's acknowledgement that the Project constructed substantially in accordance with such Plans meets the requirements of this Section 401.

All plans for the construction of the Project shall be subject to applicable Successor Agency design review approval procedures set forth in Section 402 below, and shall be consistent with, and a logical evolution of, the Scope of Development.

401.2 Schematic Drawings

As of the Effective Date, the Developer has submitted to the Successor Agency a complete set of schematic drawings for the Project as part of the Plans, and the Successor Agency has approved the Plans and such schematic drawings and hereby acknowledges that the same are in substantial conformance with the Project Approvals for the Project.

(a) The Developer shall provide in each of its leases for space within the Project a provision stating that, prior to issuance of building permits for tenant improvements within the Project, the tenant or occupant performing any such build-out shall provide schematic or other appropriate drawings to the City indicating the quality of interior finishes, materials and colors, signage, partitions, lighting, flooring, windows, and furnishings. With respect to the

Market Hall only (but not the balance of the space in the Project), the Developer has provided to the Successor Agency images of existing market halls for the purposes of establishing a benchmark for the quality of the tenant improvements within the Market Hall, and the Successor Agency has approved such images. The images shall serve as a reference for the minimum quality of the materials and finishes to be used in the build out of tenant improvements in the Market Hall but shall not be construed to be a requirement for the specification of certain materials or finishes to be used in any such build outs. The Market Hall Tenants shall have the flexibility to select any materials and finishes for their space so long as the finishes are of equal or greater quality as compared to those shown in the reference images. The Developer shall incorporate the quality standard and reference images into all tenant leases for the Market Hall so that the Market Hall Tenants will design their spaces accordingly. The requirements of this paragraph shall remain in effect until the date that is the seven-year anniversary of the Release of Construction Covenants Date.

401.3 Landscaping and Grading Plans

The Developer shall prepare and submit to the Successor Agency for its approval preliminary and final landscaping and preliminary and finish grading plans for the Site.

The landscaping plans shall be prepared by a professional landscape architect, and the grading plans shall be prepared by a licensed civil engineer. Such landscape architect and/or civil engineer may be the same firm as the Developer's architect. Within the times established in the Schedule of Performance, the Developer shall submit to the Successor Agency for approval the name and qualifications of its architect, landscape architect and civil engineer. From time to time, the Developer may replace its architect, landscape architect and/or civil engineer, subject to the consent of the Executive Director, which consent shall not be unreasonably withheld, conditioned or delayed.

401.4 Pre-Approved List of Project Design Consultants

The Successor Agency has preapproved the names and qualifications of the following firms or individuals as the "Project Design Consultants". Any change of services to other firms or individuals not identified on the following list shall require the Successor Agency's prior approval (which approval shall not be unreasonably withheld, conditioned or delayed, and approval shall be deemed granted by the Successor Agency if the Successor Agency does not notify the Developer in writing of its disapproval of the proposed firm or individual within 10 Days of receipt of the Developer's written notice of the proposed change, which notice, to be valid, shall set forth the specific, reasonable grounds, for the Successor Agency's disapproval thereof):

- (i) Project Architect: JRDV Architects.
- (ii) Landscape Architects: LRM.
- (iii) Civil Engineers: DRC.

- (iv) Structural Engineers: Ficcadenti Waggner and Castle.
- (v) General Contractor: Whiting Turner.

402. Design Review

The Developer acknowledges and agrees that, in reviewing and approving documents under this Section, the Successor Agency's actions are separate and distinct from the City's exercise of its police powers.

402.1 Review and Approval

The Developer shall submit to the Successor Agency a complete set of design development drawings for the Project by the date set forth in the Schedule of Performance. The Successor Agency shall have the right to approve the design development drawings for the limited purpose of confirming their substantial conformance with the previously approved or deemed approved schematic drawings as a logical evolution thereof, which approval shall not be unreasonably withheld or delayed.

The Developer shall submit to the Successor Agency a complete set of building permit/construction drawings for the Project by the date set forth in the Schedule of Performance. The Successor Agency shall have the right to approve the building permit drawings for conformance with the schematic drawings and design development drawings as a logical evolution thereof.

402.2 Standards for Approval

The Successor Agency's right to disapproval of any of the design development, and/or building permit/construction drawings pursuant to this Section 402 shall be limited to elements or aspects thereof that the Successor Agency reasonably determines do not conform to the schematic drawings or, if applicable, the design development drawings, as a logical evolution thereof. The Successor Agency shall have no right of review and approval hereunder as to the technical elements and/or engineering elements of any building permit/construction drawings, but instead the Successor Agency's approval rights shall be limited to exterior site plan and layout of the proposed Project, and the exterior aesthetic elements thereof. The Successor Agency shall grant or withhold its approval under this Section 402 by delivery of written notice to the Developer within 30 Days after delivery by the Developer to the Successor Agency, which notice shall state in writing the reasons for disapproval and the suggested means to correct the disapproved matters. The Successor Agency's failure to approve or disapprove any submittal within that 30-Day period shall constitute a deemed approval of that submission; provided, however, that the Developer's submission of any such submittal states in bold capitalized letters in 14-point type on the cover page of such submittal that the **"THE SUCCESSOR AGENCY'S FAILURE TO RESPOND TO THIS DOCUMENT WITHIN 30 DAYS SHALL BE DEEMED TO CONSTITUTE THE SUCCESSOR AGENCY'S APPROVAL REQUESTED IN THIS DOCUMENT PURSUANT TO THE DDA"**. The Developer, upon receipt of a disapproval based upon powers reserved by the Successor Agency hereunder, shall

revise such portions and promptly resubmit the revised documents to the Successor Agency. Notwithstanding anything herein to the contrary, the Schedule of Performance shall be extended for the longer of (i) 30 Days, or (ii) such period of time as is reasonably necessary for the Developer modify any plans or drawings which the Successor Agency did not approve pursuant hereto and/or to permit the Parties to resolve any Successor Agency disapproval.

402.3 Consultation and Coordination

During the preparation of the basic concept drawings, schematic drawings, design development drawings and building permit/construction drawings, upon the request of either Party, staff of the Parties shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the basic concept drawings, schematic drawings, design development drawings and building permit/construction drawings by the Successor Agency. The staff of the Parties shall communicate and consult informally as frequently as is necessary to ensure that the final submittal of any documents to the Successor Agency can receive prompt and thorough consideration.

402.4 Revisions Post Conveyance

Prior to Conveyance, the Developer shall follow the Standards of Approval as described in Section 402.2 of this document.

Following the Conveyance, if the Developer desires to propose any material revisions to the exterior design of the Improvements set forth in the schematic drawings, design development drawings, plans and specifications, building permit/construction drawings and other items documenting the design of the Improvements, and such modifications are of a nature that they are not generally consistent with the architectural features and themes, design aesthetics, material boards, and color palates which were previously approved or deemed approved by the Successor Agency, or are not otherwise approved by the Successor Agency then the Developer shall submit such proposed changes to the Successor Agency and shall also proceed in accordance with any and all State and local laws and regulations regarding such revisions. The Successor Agency shall grant or withhold such approval (such approval not to be unreasonably withheld or delayed) by delivery of written notice to the Developer within 15 Days after delivery by the Developer to the Successor Agency of such revisions, which notice, to be valid, shall state in writing the reasons for any disapproval and the suggested means to correct the disapproved matters. Failure of the Successor Agency to disapprove in writing of any such proposed revisions within said time period shall be deemed the Successor Agency's approval thereof. The Developer, upon receipt of a disapproval based upon powers reserved by the Successor Agency hereunder, shall revise such portions and promptly resubmit the revised documents to the Successor Agency. Notwithstanding anything herein to the contrary, the Schedule of Performance shall be extended for such period of time as is reasonably necessary for the Developer modify any plans or drawings which the Successor Agency did not approve pursuant hereto and/or to permit the Parties to resolve any Successor Agency disapproval. At the sole discretion of the Successor Agency, if any change in the basic uses of the Site is proposed, then the Successor Agency may require, without waiving any of the Successor Agency's rights and remedies herein, that this Agreement be subject to renegotiation of all terms and conditions as a

condition to proceeding with discussion for the modification in the basic uses of the Site. Notwithstanding the foregoing, changes in use made in accordance with Section 501.1 shall not be considered a change in basic use for purposes of the immediately preceding sentence.

402.5 Defects in Plans

The Successor Agency shall not be responsible either to the Developer or to third parties in any way for any defects in the basic concept drawings, the design development drawings or the building permit/construction drawings, nor for any structural or other defects in any work done according to the approved basic concept drawings, design development drawings or building permit/construction drawings. The Developer hereby waives and releases any claim it may have against the Successor Agency or its officers, employees, agents, Representatives and volunteers, for any monetary damages or compensation as a result of defects in the drawings, including, without limitation, the violation of any laws, and for defects in any work done according to the approved drawings. The Developer makes such release with full knowledge of California Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Developer Initials

403. Permits

Before commencement of the construction of the Improvements or other work upon the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required for the construction of the Improvements, whether required by the Successor Agency or any other governmental agency affected by such construction or work. The Developer shall, without limitation, apply for and secure the following, and pay all costs, charges and fees associated therewith: all permits and fees required by the City, the County of Los Angeles, and all other governmental agencies with jurisdiction over the Improvements and the Site. Notwithstanding the foregoing, to the extent that the Developer is required to pay or is responsible for paying any impact or permit fees relating to the construction of the Project, or any impact or permit fees for off-site improvements to be constructed in connection with the Project and/or the construction of the Parking Structure, the Developer shall seek a binding waiver by the City a pro rata share of such fees in a form approved by the Developer, based on the total construction costs for the Parking Structure as compared to the aggregate construction costs for the Project and the Parking Structure (the “**City Fee Waiver**”), such that the Developer shall be obligated to pay only that portion of such fees attributable to the Project. The Successor Agency acknowledges that the City Fee Waiver is of

material importance to the Developer's financial underwriting of the Project and if such City Fee Waiver is not obtained the Project's financial viability may be jeopardized, and that the Developer and the Successor Agency contemplate that the City Fee Waiver shall be expressly set forth in, and approved by the City as part of, the Parking Structure Agreement. The Successor Agency shall work cooperatively with the Developer and the City to assist in obtaining the approval by the City of the City Fee Waiver and the inclusion thereof in the Parking Structure Agreement.

Subject to the City's cooperation in causing Site A to be subdivided as provided in Section 311 above, the Developer shall use commercially reasonable efforts to obtain any land use entitlements, approvals and permits necessary for the development of the Project that were not included within the Project Approvals and shall pay all fees in connection therewith, including, but not limited, to the review and processing of such land use entitlements, approvals and permits by the City (subject to the immediately preceding paragraph). The Successor Agency staff will work cooperatively with the Developer to assist in coordinating the expeditious processing and consideration of any additional necessary permits, entitlements and approvals. However, the execution of this Agreement by the Successor Agency does not constitute the granting of or a commitment to obtain any required land use permits, entitlements or approvals required by the City.

404. Schedule of Performance

The Developer shall submit all drawings, commence and substantially complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in the Schedule of Performance.

405. Project Costs

Except with respect to the payment or contribution from the Successor Agency and/or the City relating to the Parking Structure as set forth in Section 901 below, the Project Costs of developing the Site and designing and constructing the Project, including any off-site improvements required by the City in connection therewith, shall be the responsibility of the Developer, without any cost to the City or to the Successor Agency. The Developer shall design and Develop and Cause Construction of the Project in accordance with the following: the Developer shall Develop and Cause Construction of the Improvements to Completion and shall fund, without any cost to the Successor Agency, all of the cost of planning, designing, developing and constructing all of the Improvements, in conformance with the approved Plans, including, without limitation, schematic drawings, design development drawings, and building permit/construction drawings, as such Plans, drawings, design development drawings, and building/permit construction drawings are approved or deemed approved by the Successor Agency pursuant to Section 402.

406. Construction Budget; Construction Loan

If the Developer elects, in its sole discretion not to procure a Construction Loan in connection with the development of the Project, then this Section 406 shall not apply in any

respect. By the deadline specified in the Schedule of Performance, the Developer shall submit to the Successor Agency a draft Construction Loan (if any) for financing the Improvements and other costs of development of the Site. In connection with submission of the Construction Loan (if any), the Developer shall submit to and obtain the Successor Agency's written approval (which approval shall not be unreasonably withheld or delayed) of a construction budget, showing the projected predevelopment and development costs of the Improvements and a sources and uses statement showing that the projected funding sources will be available as needed to fund all such projected costs for the Project at the time incurred. Line item estimates of the uses of funds shall be supported by such documentation, including appraisals and construction cost estimates, as may reasonably be required by the Executive Director or designee. The Successor Agency shall approve or disapprove the Construction Loan (if any) with the time period set forth on the Schedule of Performance, which such approval shall not be unreasonably withheld or delayed.

The Construction Loan (if any) shall be consistent, in all material respects, with the terms and provisions of this Agreement and shall provide, among other matters, that a copy of all construction draw requests must be provided to the Executive Director concurrently with their submittal to the Construction Lender (if any). Prior to execution of any final Construction Loan documents (if any) by the Developer, the Developer shall secure the Successor Agency's approval of the terms and conditions of those Construction Loan documents (if any), which approval shall be limited to and only for the purpose of assuring compliance of the Construction Loan documents (if any) with the requirements of this Agreement and the Construction Contract. The Successor Agency shall approve or disapprove said Construction Loan documents (if any) (which approval shall not be unreasonably withheld or delayed) within 20 Days after submission to the Successor Agency. Concurrent with any disapproval, the Successor Agency shall inform the Developer in writing of the reasons for such disapproval. Failure to approve or disapprove such Construction Loan documents (if any) within such 20-Day period shall be deemed an approval of the Construction Loan documents (if any); provided, however, that the Developer's submission of such Construction Loan documents (if any) states in bold capitalized letters in 14-point type on the cover page of such submittal that the **"THE SUCCESSOR AGENCY'S FAILURE TO RESPOND TO THIS DOCUMENT WITHIN 20 DAYS SHALL BE DEEMED TO CONSTITUTE THE SUCCESSOR AGENCY'S APPROVAL REQUESTED IN THIS DOCUMENT PURSUANT TO THE DDA"**.

The Construction Loan (if any) shall be made by an Institutional Lender or other lender approved by the Successor Agency and secured by the Developer's interest in the Site and the Improvements to be constructed thereon and such other collateral and/or credit enhancement as needed. The Construction Loan documents (if any) shall include such other matters as reasonably requested by the Successor Agency, including, without limitation, the right to notice of default and the right (but not the obligation) to cure such default and purchase the Construction Loan (if any) for the amount due in full to the lender.

In no event shall the Construction Loan (if any) be cross-defaulted with any other loan secured by any other property of the Developer other than the Site. The Developer shall draw upon and utilize the full amount of the Construction Loan (if any) only for financing the Project Costs for the Site, and the Construction Loan (if any) shall be disbursed and applied in

accordance with the approved construction budget, as it may be amended in connection with the Improvements only from time to time upon notice to the Successor Agency.

The Successor Agency approval of the Construction Loan (if any) shall not constitute a waiver by the Successor Agency of any breach or violation of this Agreement that is a result of acts that are or purport to be in compliance with or in furtherance of said Construction Loan (if any). The Successor Agency shall not be obligated to close Escrow unless it has received written confirmation from the Construction Lender (if any) that the Construction Loan (if any) is in a position to be recorded concurrently therewith.

407. Construction Contract

By the deadline specified therefore in the Schedule of Performance and prior to the execution of any final contract, the Developer agrees to deliver to the Successor Agency, for its review and approval, a proposed draft fixed price or guaranteed maximum cost Construction Contract(s) for the Improvements, which Construction Contract shall provide that a reputable and financially responsible general contractor(s) (the “**General Contractor**”), capable of being bonded and licensed in California and with experience in completing the type of Improvements contemplated by this Agreement, shall commence and complete the construction in of the Improvements accordance with this Agreement and at the price stated therein.

The Construction Contract shall give the Successor Agency the right, but not the obligation, to cure defaults thereunder and to assume the Developer’s obligations and rights under the contract in the event that the Developer Defaults under this Agreement and such Default is not cured within 30 Days of the Successor Agency’s providing the Developer with written notice of its intent to cure the subject default under the Construction Contract (provided that such 30-Day period shall be extended by such amount of time as is reasonably necessary for the Developer to cure the subject default, so long as the Developer commences to cure such default within said 30-Day period and thereafter diligently prosecutes it to completion); provided, however, that such right to cure and assume that contract shall be subject to the rights, if any, of the Construction Lender (if any) with respect to such Construction Contract. Further, each Construction Contract shall set forth a reasonably detailed schedule for completion of each stage of construction.

The Successor Agency shall approve or disapprove said draft Construction Contract within 30 Days after submission and, in any event, by the date set forth in the Schedule of Performance, which approval shall not be unreasonably withheld or delayed. Failure to approve or disapprove such draft Construction Contract within such 30-Day period shall be deemed to constitute approval of such submission; provided, however, that the Developer’s submission of any such submittal states in bold capitalized letters in 14-point type on the cover page of such submittal that the “**THE SUCCESSOR AGENCY’S FAILURE TO RESPOND TO THIS DOCUMENT WITHIN 30 DAYS SHALL BE DEEMED TO CONSTITUTE THE SUCCESSOR AGENCY’S APPROVAL REQUESTED IN THIS DOCUMENT PURSUANT TO THE DDA**”. The Successor Agency approval of a Construction Contract shall not constitute a waiver by the Successor Agency of any breach or violation of this Agreement that is a result of acts that are or purport to be in compliance with or in furtherance of

said Construction Contract. The Successor Agency shall not be obligated to close Escrow until it has approved the Construction Contract and the Developer and the General Contractor have executed the Construction Contract.

In the event of any disapproval of the draft Construction Contract, the Successor Agency shall, concurrently with delivery of the notice of such disapproval to the Developer, inform the Developer in writing of the reasons for disapproval and the required changes to the draft Construction Contract. The Developer and General Contractor shall have 30 Days from receipt of any notice from the Successor Agency specifying required changes (the “**Construction Contract Disapproval Notice**”), within which to notify the Successor Agency that the Developer agrees to negotiate with the General Contractor to make such changes or that the Developer objects to any such requested changes. If the Developer notifies the Successor Agency within said 30-Day period of its objections to any such requested changes, then the Parties shall meet at a mutually acceptable time to discuss their differences within 15 Days after the Developer gives such notice. Following such meeting, the Developer shall use commercially reasonable efforts to cause the General Contractor to revise the Construction Contract and resubmit it for approval to the Successor Agency as required by this Agreement by the later of (i) 45 Days after receipt of the Construction Contract Disapproval Notice, or (ii) 15 Days after such meeting between the Parties, unless the nature of such changes requires a longer period of time, in which case the Developer shall resubmit said revised Construction Contract as soon as possible, and, in any case, no later than 60 Days after receipt of the Construction Contract Disapproval Notice. Any such resubmissions shall be approved or disapproved and revised within the times set forth herein with respect to the initial submission, and such resubmissions shall extend the remaining outside dates set forth in the Schedule of Performance in accordance with the review, approval, and resubmittal procedures set forth herein, but only if such resubmissions are made in good faith and are reasonably responsive to the changes requested in the Construction Contract Disapproval Notice.

In connection with the Improvements or the performance of any other work contemplated by this Agreement, nothing in this Agreement or any ancillary documents entered into pursuant to this Agreement shall require the Developer to furnish or procure a contractor’s performance bond and/or a payment bond to the Successor Agency.

408. Rights of Access

Prior to the Threshold Occupancy Satisfaction Date, for purposes of assuring compliance with this Agreement, Representatives of the Successor Agency shall have the right of access to all portions of the Site, without charges or fees, at normal construction hours during the period of construction for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in the construction of the Improvements so long as the Successor Agency Representatives comply with all safety rules and, at the Developer’s option, are escorted by a Representative of the Developer. The Successor Agency (or its Representatives) shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 408. The Successor Agency shall indemnify, defend and hold harmless the Developer for any Losses and Liabilities (including, without limitation, attorneys’ fees and costs) arising out of any of the foregoing inspection activities,

except those arising out of the negligence or misconduct of the Developer or its employees, officers, agents or Representatives.

409. Compliance with Laws

The Developer shall carry out the design and construction of the Project in conformity with all applicable Governmental Requirements, including, without limitation, all Labor Laws (as applicable), City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Culver City Municipal Code, and all applicable disabled and handicapped access requirements (including, without limitation, the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, California Government Code Section 4450, *et seq.*, California Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, California Civil Code Section 51, *et seq.*

409.1 Prevailing Wages

(a) The Developer hereby agrees to carry out the construction of the Project, including, without limitation, any and all public works relating thereto (as defined by Applicable Law), in conformity with all applicable Federal and State labor laws, including, without limitation, any requirement that the Developer pay State prevailing wages for the construction of the Project. The Developer acknowledges that, pursuant to the Parking Structure Agreement, the Developer shall be obligated to pay State prevailing wages for the construction of the Parking Structure, which is a “public work” as defined in Section 1720 of the California Labor Code.

(b) The Developer hereby agrees that the Developer shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. The Developer hereby agrees that the Developer shall have the obligation to provide and maintain any and all bonds to secure the payment to contractors (including the payment of wages to workers performing any public work) which may be required by California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. The Developer hereby agrees that the Developer shall have the obligation, at the Developer’s sole cost, risk and expense, to obligate any party as may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. The Developer shall indemnify, protect, defend and hold harmless the City, the Successor Agency, and their respective officers, Representatives, employees, contractors and agents, with counsel reasonably acceptable to the City and the Successor Agency, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including labor costs, penalties, reasonable attorneys’ fees, court and litigation costs, and fees of expert witnesses) which, in connection with the construction and/or development (as defined by Applicable Law) of the Project, including, without limitation, any and all public works (as defined by Applicable Law), results or arises in any way from any of the following: (1) the noncompliance by the Developer of any applicable Federal and/or State labor laws (including, without limitation, the

requirement to pay state prevailing wages); (2) the implementation of Sections 1726 and 1781 of the California Labor Code with respect to the Project, as the same may be enacted, adopted or amended from time to time, or any other similar law; (3) failure by the Developer to provide any required disclosure, representation, statement, rebidding and/or identification which may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law; (4) failure by the Developer to provide and maintain any and all bonds to secure the payment to contractors (including the payment of wages to workers performing any public work) which may be required by California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law; and/or (5) failure by the Developer to obligate any party as may be required by California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, any other similar law.

(c) It is agreed by the Parties that, in connection with the construction and/or development (as defined by Applicable Law) on the Site, the Developer shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other similar provision of law. "Increased costs" as used in this Section shall have the meaning ascribed to it in California Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time.

(d) The foregoing indemnity shall survive termination of this Agreement and shall continue after the Release of Construction Covenants Date.

410. Nondiscrimination in Employment

The Developer certifies and agrees that all persons employed or applying for employment by it and all general contractors, subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, *et seq.*, the Federal Equal Pay Act of 1963, 29 U.S.C. Section 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 621, *et seq.*, the Immigration Reform and Control Act of 1986, 8 U.S.C. Section 1324b, *et seq.*, 42 U.S.C. Section 1981, the California Fair Employment and Housing Act, Cal. Government Code Section 12900, *et seq.*, the California Equal Pay Law, Cal. Labor Code Section 1197.5, Cal. Government Code Section 11135, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, and all other antidiscrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended. Section 503 of this Agreement sets forth the nondiscrimination and nonsegregation clauses required to be contained in deeds, leases and contracts, when applicable.

411. Levies and Attachments on Site

The Developer shall remove or have removed any levy or attachment made on the Site or any part thereof, or assure the satisfaction thereof within a reasonable time to the extent

arising from the Developer's direct or indirect actions. Nothing herein shall be deemed to prohibit the Developer from contesting the validity or amount of any levy or attachment or to limit the remedies available to the Developer with respect thereto.

412. Financing of Improvements

412.1 No Encumbrances Except Mortgages and Deeds of Trust

Prior to the Threshold Occupancy Satisfaction Date, mortgages and deeds of trust, recordable against the Site only, through an Institutional Lender only for the purpose of securing loans of funds are to be used for (i) financing the acquisition, predevelopment or development of the Site or other costs of development of the Site, (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 Site, or (iii) any other purposes necessary and appropriate in connection with the Project under this Agreement. Any such mortgages and deeds of trust shall be permitted in connection with the Site only with the Successor Agency's prior written approval in accordance with Section 206. The Successor Agency shall cooperate with the Developer in facilitating all required financing for the Project and will in good faith consider all reasonable requests by an Institutional Lender providing existing or proposed financing to the Project to modify certain provisions of this Agreement. Any mortgage or deed of trust or other grant of a security interest in the Site shall constitute a Transfer for purposes of this Agreement. The words "mortgage", "trust deed" and "deeds of trust" solely as used in this Section 412.1 shall include sale and lease-back and other means of financing which involve the granting of a security interest, including mezzanine financing. Notwithstanding anything to the contrary contained in this Agreement, after the Threshold Occupancy Satisfaction Date, the Successor Agency shall have no approval rights or rights to limit the Developer's financing and/or pledging of the Site or any portion thereof as collateral for any loan or financing as may be procured by the Developer.

412.2 Holder Not Obligated to Construct Improvements

The holder of any mortgage or deed of trust authorized or otherwise permitted by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Improvements or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or Improvements provided for or authorized by this Agreement.

412.3 Default Notice to Mortgagee or Deed of Trust Holders; Right to Cure

With respect to any mortgage or deed of trust granted by the Developer as provided herein prior to the Threshold Occupancy Satisfaction Date, whenever the Successor Agency may deliver any notice or demand to the Developer with respect to any material breach or Default by the Developer in completion of construction of the Improvements, the Successor

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Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by its Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by the Successor Agency are concerned) have the right, at its option, within 60 Days after the later of (i) the receipt of the notice and (ii) expiration of all cure periods available to the Developer, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such Default and to add the cost thereof to the mortgage debt and the lien of its mortgage. If such Default shall be a Default which can only be remedied or cured by such holder upon obtaining possession of the Site or any portion thereof and such holder promptly commences and diligently prosecutes efforts to obtain possession through a receiver or otherwise, then such holder shall have until 60 Days after obtaining possession to cure such Default. Notwithstanding anything to the contrary contained herein, in the case of a Default which cannot with diligence be remedied or cured within 60 Days, such holder shall have such additional time as reasonably necessary to remedy or cure such Default with diligence; provided, however, that the Developer diligently and continuously pursues such cure to completion but in no event longer that 180 Days after the obtaining of possession of the Site; provide, further, that such holder shall not be required to remedy or cure any non-curable Default of the Developer (such as an unauthorized attempted assignment or the failure to meet a deadline).

Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the Successor Agency by written agreement reasonably satisfactory to the Successor Agency. The holder in that event shall only be liable or bound by the Developer's obligations hereunder during the period that the holder is in possession of such portion of the Site in which the holder has an interest and, notwithstanding anything to the contrary contained in this Agreement, shall only be liable to the extent of its interest in such property and the improvements owned by it thereon. In addition, the holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 413 of this Agreement, to a Release of Construction Covenants in accordance with Section 413.

It is understood that a holder shall be deemed to have satisfied the 60-Day time limit set forth above for commencing to cure or remedy a Developer Default which requires title and/or possession of the Site (or portion thereof) if and to the extent any such holder has within such 60-Day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and thereafter cures or remedies such Default within the time frames set forth above. All rights and obligations of a lender or holder pursuant to this Agreement shall also accrue to any purchaser, assignee or successor of a lender or holder upon acquisition of title to any portion of the Site by such purchaser, assignee or successor pursuant to a judicial or non-judicial foreclosure or a deed in lieu of foreclosure, or pursuant to a conveyance from a holder by deed in lieu of foreclosure. In the event of such conveyance to a purchaser, assignee or successor, the Successor Agency agrees that it shall not unreasonably withhold, condition or delay its approval of further extensions of time for

performance of the Developer's obligations under this Agreement as appropriate but in no event for a period of time longer than 365 Days to permit such purchaser, assignee or successor to obtain possession of such property and enter into contracts for the construction of improvements to complete the development of such property.

Breach of any of the covenants, conditions, restrictions, or reservations contained in this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Site or any interest therein, whether or not said mortgage or deed of trust is subordinated to this Agreement, but unless otherwise herein provided, the terms, conditions, covenants, restrictions and reservations of this Agreement shall be binding and effective against the holder and any owner of the Site or any portion thereof, whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

No purported modification, amendment and/or termination of this Agreement affecting the rights of a holder shall be binding upon any holder holding a mortgage or deed of trust from and after the date of recordation of such mortgage or deed of trust unless and until the written consent of such holder is obtained.

412.4 Right of Successor Agency to Cure Mortgage or Deed of Trust Default

In the event of a material, uncured mortgage or deed of trust default or breach by the Developer prior to the Threshold Occupancy Satisfaction Date (unless the Developer is contesting such default in good faith), the Developer shall immediately deliver to the Successor Agency a copy of such mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct within the time periods set forth in Section 412.3, then the Successor Agency shall have the right, but not the obligation, upon 30-Days' Notice to the Developer, to cure the default. In such event, the Successor Agency shall be entitled to reimbursement from the Developer of all proper direct and actual out-of-pocket costs and expenses incurred by the Successor Agency in curing such default. The Successor Agency shall also be entitled to a lien upon the Site to the extent of such costs and disbursements; provided, however, that any such lien shall be junior and subordinate to the mortgages, deeds of trust or any other security interests permitted under this Agreement, and the Executive Director, as a condition to the imposition of its lien, shall execute subordination agreements in such form and substance as required by the holder of any such mortgage, deed of trust or other security interests.

413. Release of Construction Covenants

Within 15 Days after receipt by the Successor Agency of Notice from the Developer that the construction of the Improvements has been completed in conformity with this Agreement, the Successor Agency shall furnish the Developer with the Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination of satisfactory Completion of the construction of the Improvements and the Release of Construction Covenants shall so state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease or acquisition) incur any construction obligation under this Agreement.

The Release of Construction Covenants shall be in such form as to permit it to be recorded against the Site in the Official Records.

If the Successor Agency refuses or fails to furnish the Release of Construction Covenants within the aforesaid 15-Day period following after written request from the Developer, then the Successor Agency shall, within said 15-Day period, provide the Developer with a written statement of the specific Improvements that the Successor Agency does not consider have been completed in conformity with this Agreement and the steps or actions the Developer would need to take for the Successor Agency's objections to be satisfied such that it would agree to issue to the Developer the Release of Construction Covenants ("**Non-Completion Notice**"). Failure of the Successor Agency to timely deliver to the Developer the Non-Completion Notice provide the written statement referred to in the immediately preceding sentence shall be deemed the Successor Agency's agreement to immediately issue to the Developer the Release of Construction Covenants and the reason for doing so is confined to the immediate unavailability of specific items or materials or otherwise constitutes minor unfinished work for which a cost can be specified, then the Successor Agency will issue its Release of Construction Covenants upon the posting of a bond or cash security by the Developer with Escrow in an amount representing 150% of the fair value of the work not yet completed or other evidence reasonably satisfactory to the Successor Agency assuring the Successor Agency that the Developer will pay for and complete the same. If the reason for such refusal includes other uncompleted obligations of the Developer under this Agreement which can otherwise be provided for, to the reasonable satisfaction of the Successor Agency, then the Successor Agency will issue its Release of Construction Covenants upon the Successor Agency's approval of such measures as will reasonably satisfy the Successor Agency that such obligations will be completed. The Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements, or any part thereof. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

414. Bodily Injury and Property Damage Indemnification

The Developer agrees to and shall defend, release, indemnify and hold harmless the City, the Successor Agency and their respective officers, officials, agents, Representatives, members, contractors, staff and employees from and against any and all Losses and Liabilities arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur directly or indirectly as a result of or in connection with the acts of or on behalf of the Developer in the construction of the construction of any Improvements occurring upon property owned by the City and/or the Successor Agency and occurring prior to the recordation of the Release of Construction Covenants. Notwithstanding the foregoing, the Developer's obligations under this Section 414 shall not apply to the extent that the subject Losses and Liabilities are the result of the negligence or intentional misconduct of the City, the Successor Agency, and their respective officers, officials, agents, Representatives, members, contractors, staff and employees, provided such negligence or intentional misconduct is determined by agreement between the Parties or by

the findings of a court of competent jurisdiction.

This indemnification provision supplements and in no way limits the scope of any other indemnification set out elsewhere in this Agreement. The foregoing indemnity shall survive termination of this Agreement and shall continue after recordation of the Release of Construction Covenants.

415. Indemnification

To the full extent permitted by law, the Developer shall indemnify, defend and hold harmless the City, the Successor Agency, and their respective officers, officials, agents, Representatives, members, contractors, staff and employees, from and against any and all Losses and Liabilities, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, to: (i) the Developer's compliance with or failure to comply with all applicable Governmental Requirements pertaining to the Project, including all applicable Labor Laws; (ii) defects in the design of the Improvements, including (without limitation) the violation of any Governmental Requirements, and for defects in any work done according to the Successor Agency-approved plans; or (iii) any breach of or any other performance or act or failure to perform or act pursuant to this Agreement by the Developer, or by any individual or entity that the Developer shall bear the legal liability thereof, including, but not limited to, officers, agents, employees, contractors or subcontractors of the Developer, in connection with the development of the Improvements.

Without affecting the rights of the City, the Successor Agency, and their respective officers, officials, agents, Representatives, members, contractors, staff and employees under any provisions of this Agreement, the Developer shall not be required to indemnify and hold harmless the City, the Successor Agency, and their respective officers, officials, agents, Representatives, members, contractors, staff and employees for the percentage of liability attributable to the active negligence or intentional misconduct of the City, the Successor Agency, and their respective officers, officials, agents, Representatives, members, contractors, staff and employees, provided such active negligence or intentional misconduct is determined by agreement between the Parties or by the findings of a court of competent jurisdiction.

The Developer agrees to be fully responsible to the City, the Successor Agency, or their respective officers, officials, agents, Representatives, members, contractors, staff and employees, and defend, indemnify and hold harmless such parties for any and all Losses and Liabilities resulting from any acts of each and every contractor or any other person or entity involved by, for, with or on behalf of the Developer in the performance of this Agreement in connection with development of the Improvements.

In the event that any claim or legal action is brought against the Developer and/or the Successor Agency pertaining to an act or failure of the Developer to act for which the City or the Successor Agency is indemnified hereunder, or pertaining to the compliance of the construction, alteration, demolition, installation or repair of the Improvements with any Labor Laws, the Developer shall defend itself and, without cost to the City or the Successor Agency, defend, indemnify and hold the City and the Successor Agency harmless therefrom. Upon the

Developer's failure to defend, indemnify and hold the City and the Successor Agency harmless from such claims, the City and the Successor Agency shall be entitled to recover from the Developer all of the City's and the Successor Agency's costs and expenses incurred on account of such failure, including (but not limited to) reasonable attorneys' fees and costs. Each Party shall promptly notify the other Party of the filing of any such claim or action and cooperate with the defense thereof. The Developer shall not settle or compromise the defense of such claim or action on behalf of the City or the Successor Agency, or permit a default judgment to be taken against the City or the Successor Agency, without the prior written approval of the Successor Agency, which shall not unreasonably be withheld.

Failure of the City, the Successor Agency, or their respective officers, officials, agents, Representatives, members, contractors, staff and employees to monitor compliance with these requirements imposes no additional obligations on the City, the Successor Agency, or their respective officers, officials, agents, Representatives, members, contractors, staff and employees, and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the City, the Successor Agency, or their respective officers, officials, agents, Representatives, members, contractors, staff and employees as set forth herein is binding on the successors, assigns or heirs of the Developer and shall survive the expiration or termination of this Agreement or this Section 415.

416. Disclaimer of Responsibility of Successor Agency

Except as expressly provided in this Agreement or the documents and agreements executed pursuant hereto, the Successor Agency neither undertakes nor assumes nor will have any responsibility or duty to the Developer or to any third party to review, inspect, supervise, pass judgment upon or inform the Developer or any third party of any matter in connection with the development or construction of the Improvements on the Site, whether regarding the quality, adequacy or suitability of the plans, whether or not approved by the Successor Agency, any labor, service, equipment or material furnished to the Site, any person furnishing the same, or otherwise. The Developer and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to the Developer or to any third party by the Successor Agency in connection with such matter is for the public purpose of redeveloping the Site, and neither the Developer (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon. Except as expressly provided herein and in the documents and agreements executed pursuant hereto, the Successor Agency shall not be responsible for any of the work of construction, improvement or development of the Site or any part of the Project relating to the Site.

417. Limitation on Duration of Development Covenants

Except with respect to any provision of Section 400 above that expressly survives following the Release of Construction Covenants Date, the provisions of all of Section 400 above shall be of no further force or effect from and after the Release of Construction Covenants Date.

500. COVENANTS AND RESTRICTIONS

501. Covenant Regarding Specific Uses

The Developer shall use the Site to construct the Project. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to all applicable provisions of the Redevelopment Plan, the Culver City Municipal Code and any other applicable Governmental Requirements. Until the expiration of the Transfer Restriction Period, the Developer, for itself and on behalf of its successors and assigns, agrees to the covenants and restrictions set forth in this Section 500 below shall apply to the Site and the Project, which are in addition to the covenants, restrictions, and rights reserved to the Successor Agency in the Grant Deed.

501.1 Market Hall

The Developer agrees that its leasing of the Project shall be subject to, and each tenant of the Market Hall proposed by the Developer shall meet the requirements of, this Section 501.1 below, and the Developer shall use commercially reasonable diligent efforts to locate and enter into leases with tenants complying with this Section 501.1.

(a) Market Hall Leasing Restrictions. In recognition of the Successor Agency's obligations under this Agreement, the Market Hall shall be subject to the following requirements:

(i) Except as provided for in subsection (b) below, all Market Hall Tenants shall be Qualifying Tenants, and the Developer shall exercise commercially reasonable efforts to obtain such Qualifying Tenants for the Market Hall.

(ii) In order to assure implementation of the foregoing, the Developer shall notify the Successor Agency of any tenant(s) that the Developer proposes for the Market Hall and which are required to meet the Threshold Occupancy requirement, prior to execution of a lease with that tenant, and the Successor Agency shall have 10 business Days after receipt of that notice to notify the Developer in writing of the Successor Agency's determination that such proposed tenant as not being a Qualified Tenant. Failure of the Successor Agency to deliver such written notice within such 10-business Day period shall be deemed the Successor Agency's approval of the subject tenant as a Qualified Tenant. "**Qualifying Tenants**" means proposed Market Hall Tenants meeting the following requirement: such tenant is shown on the List of Pre-Approved Tenants, and as such List of Pre-Approved Tenants may be amended from time to time pursuant to the provisions and procedures below. Without limiting the foregoing, tenants that shall be deemed Qualifying Tenants shall include, but are not limited to: local food vendors, artisan cafes, bakeries, produce markets, meat/poultry/seafood vendors, dry/general goods vendors, culinary related retail uses, coffee shops and restaurants.

(iii) The procedure for establishing and updating the List of Pre-Approved Tenants shall be as set forth herein. The List of Pre-Approved Tenants shall include: (A) any of the tenants listed on the List of Pre-Approved Tenants; and (B) any tenant, who,

although not initially listed on the approved List of Pre-Approved Tenants, is proposed by the Developer and approved or deemed approved by the Executive Director or designee pursuant to this clause (B) for addition to the List of Pre-Approved Tenants (any such tenant added to the List of Pre-Approved Tenants pursuant to this clause (B) is referred to herein as an “**Additional Approved Tenant**”). For purposes of this clause (B), if the Developer wishes to obtain approval of an Additional Approved Tenant or tenants, then it shall notify the Successor Agency in writing of the tenant or tenants it wishes to add to the List of Pre-Approved Tenants. Within 10 business Days after such submission, the Executive Director or designee shall approve or disapprove the proposed Additional Approved Tenant in a written notice to the Developer, which, in the event of disapproval, shall specify in reasonable detail the basis therefor. The Successor Agency approval of a proposed tenant or tenants as an Additional Approved Tenant shall be based solely upon whether the proposed tenant meets the criteria set forth in Section 501.1(a)(ii) above for Qualifying Tenants, or is reasonably comparable to any one or more of the tenants then listed on the List of Pre-Approved Tenants in terms of quality and nature of operation and shall not be unreasonably withheld, conditioned or delayed by the Successor Agency. The Developer shall provide any additional information reasonably requested by the Successor Agency in order to determine whether any proposed tenant or tenants should be approved as an Additional Approved Tenant, then the Successor Agency shall request such additional information within 5 Days after receipt by the Successor Agency of the request for approval of a proposed Additional Approved Tenant. The additional information shall include, but not be limited to, the type of product(s) or service(s) provided and the proposed tenant’s experience and other locations.

If the Successor Agency fails to respond to the Developer’s request for approval of any proposed Additional Approved Tenant within 10 business Days after receipt of said request from the Developer, then the proposed tenant or tenants shall be deemed approved and shall thereafter constitute an Additional Approved Tenant and constitute a part of the List of Pre-Approved Tenants; provided, however, that the Developer’s submission of such notice states in bold capitalized letters in 14-point type on the cover page of such submittal that the “**THE SUCCESSOR AGENCY’S FAILURE TO RESPOND TO THIS DOCUMENT WITHIN 10 BUSINESS DAYS SHALL BE DEEMED TO CONSTITUTE THE SUCCESSOR AGENCY’S APPROVAL REQUESTED IN THIS DOCUMENT PURSUANT TO THE DDA**”.

(b) Conversion of Market Hall to Other Uses. In consideration of the covenants and agreements of the Successor Agency set forth in this Agreement, the Successor Agency has approval rights over the Developer’s decision to convert the Market Hall to uses other than “market hall” type uses (“**Conversion**”) as set forth in this Section 501(b) below. In the event that Developer chooses to exercise the Conversion option, it shall provide a report prepared by a mutually approved independent, qualified, third party real estate services firm (the “**Consultant**”) (such as, by way of example but not limitation, CBRE or Jones Lang LaSalle) evaluating the financial feasibility for the continued leasing and operation of the Market Hall in accordance with Section 501.1(a) above. Such report shall include statements of Developer’s Yield for each year of operation of the entire Project (including, without limitation, the Market Hall). The “**Developer’s Yield**” shall mean the Developer’s aggregate annual return on its investment in the Project and the Parking Structure, based on annual net operating income

derived from the operation of the Project as compared to the total Project Costs plus Parking Structure Costs, and all costs and expenses incurred by the Developer in connection with this Agreement and the transactions contemplated hereby. In determining the net operating income from the Project, the Developer's typical underwriting standards shall be applied. The Consultant will analyze and report on the feasibility of leasing the Market Hall to the types of tenants as described in Section 501.1(a), and in accordance with the Developer's Yield and other financial terms outlined in the Developer's Pro Forma attached hereto as Attachment No. 11 and incorporated herein by this reference. If the Consultant determines that it is not reasonably feasible for the Market Hall to continue to operate as such in a manner consistent with the Developer's Pro Forma as set forth in the immediately preceding sentence, the Developer shall be permitted to exercise the Conversion. The decision of the Consultant as to whether or not the Conversion should be permitted in any given case shall be binding upon the Developer and the Successor Agency.

(c) The Developer shall have the ability to stage special events on the Site subject to permit approval. During such permitted special events the Developer may be required to provide for ridesharing drop-off and pick-up locations, bike valet services, and/or managed parking as provided for or required by the special event permit.

(d) In the event that the Developer wishes to lease that space for other than a market hall use, or the Market Hall is vacated, the Developer shall adhere to the procedure prescribed in Section 501.1 of this Agreement.

(e) The Successor Agency shall have no responsibility or liability whatsoever in connection with the use and operation of the Market Hall, including, without limitation, as a result of the requirements set forth in this Section 501.1 or otherwise, including, without limitation, any payments to any Market Hall Tenant for lease termination, including, without limitation, any payment for lost rent, replacement tenant improvements allowances, broker fees, or any other similar amounts.

502. Covenants Regarding Maintenance

The exterior of the Site and the Improvements located thereon shall be maintained by the Developer in good condition, free of debris, waste and graffiti, and in compliance with the terms of the Redevelopment Plan, all applicable provisions of the Culver City Municipal Code, and all applicable policies, rules and regulations approved by the Successor Agency. The Developer shall maintain the Improvements and landscaping on the Site in accordance with the Maintenance Standards described in this Section 502 below. Such Maintenance Standards shall apply to the exterior of all buildings, open areas, signage, lighting, landscaping, irrigation of landscaping, and architectural elements identifying the Site, but shall not apply to any portions of the Site within the interior of any buildings.

The Developer and its maintenance staff, contractors or subcontractors shall covenant to comply with the following standards (the "**Maintenance Standards**"):

Attachment No. 3

(a) Keeping the exterior of the Site in good condition, free of debris, waste and graffiti, and in compliance with the terms of the Redevelopment Plan, all applicable provisions of the Culver City Municipal Code, and all applicable policies, rules and regulations. Without limiting the foregoing, the Improvements located on the Site shall be maintained in conformance and in compliance with the approved building permit drawings, and reasonable maintenance standards for similar, comparable developments, 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 curblin;

(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.

The Successor Agency shall have the right to notify the Developer in writing if the condition of the Site does not meet with the Maintenance Standards specified herein and to specify the deficiencies and the actions required to be taken by the Developer to cure the deficiencies. Upon notification of any maintenance deficiency, the Developer shall have 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 the Developer is diligently pursuing such correction, remedy or cure. If the written notification states that the problem is urgent relating to an imminent risk to public health and safety of the Successor Agency, then the Developer shall have 48 hours in order to commence curing the problem. In the event that the Developer does not maintain the Site in the manner set forth herein and in accordance with the Maintenance Standards specified herein, the Successor Agency shall have, in addition to any other rights and remedies hereunder, the right to maintain the Site, or to contract for the correction of such deficiencies, after written notice to the Developer, and the Developer shall be responsible for the payment of all such out of pocket third party costs incurred by the Successor Agency.

At the time set forth therefor in the Schedule of Performance, the Developer shall prepare and submit to the Successor Agency, and the Successor Agency shall prepare and submit to the Developer, a maintenance plan for the portion of the Project located on the Site with regard to the Developer's compliance with the Maintenance Standards.

503. Covenants Regarding Redevelopment Plan; Nondiscrimination

The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that the use of the Site by the Developer, and its successors and assignees, shall be limited to the uses specified in the Redevelopment Plan and this Agreement for the periods of time specified therein. The foregoing covenants shall run with the land.

The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any part thereof, including, without limitation, the Market Hall of the Project, nor shall the Developer itself or any person claiming under or through them 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 of the Site. The foregoing covenants shall run with the land.

The Developer shall refrain from restricting the rental, sale or lease of the Site or any part thereof on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) 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 California 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 California 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 California 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 California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall also apply to the above paragraph.

(b) 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 California 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 California 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 (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California 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 California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the California Government Code shall apply to the above paragraph.

(c) In contracts: “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 California 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 California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself 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 of the land.”

504. Effect of Violation of Section

The Successor Agency is the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether the Successor Agency has been, remains or is an owner of any land or interest therein in the Site or in the Project. The Successor Agency shall have the right, if this Agreement or any covenants herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and any covenants may be entitled. The covenants contained in this Section shall remain in effect as follows:

(a) The covenants and provisions pertaining to the Market Hall, as set forth in Section 501.1, shall remain in effect until the date that is the seven-year anniversary of the Release of Construction Covenants Date.

(b) The covenants pertaining to maintenance of the Site and all Improvements thereon, as set forth in Section 502, shall remain in effect so long as the Project remains on the Site.

(c) The covenants against discrimination, as set forth in Section 503, shall remain in effect in perpetuity.

600. RIGHT OF FIRST OFFER

601. Right of First Offer for City to Purchase Site

If at any time prior to the date which is 5 years after the Effective Date, the Developer desires to sell the Site, or any portion thereof, to a third party (other than the City) for consideration, then the Developer shall first comply with the procedures set forth in this Section 600. Nothing in this Section 600 shall relieve the Developer from its obligation to comply with Section 206 hereof.

601.1 Offering Notice

If at any time prior to the date which is five years after the Effective Date, the Developer desires to sell its fee interest in the Site, or any portion thereof, to a third party (other than the City) for consideration, then the Developer, for itself and its successors and assigns, covenants and agrees that it shall, before pursuing such sale provide written notice (an “**Offering Notice**”) to the City of such intent, and the City shall have the right to negotiate the terms and conditions upon which the City may buy the Site or the subject portion thereof as provided in this Section 600 (“**Right of First Offer**”).

601.2 Right of First Offer

In order to exercise its Right of First Offer, the City shall provide the Developer a written notice (a “**Reply Notice**”) within 45 Days after the date of receipt of an Offering Notice from the Developer of the terms which have been authorized by the City Council for purchase of the Site or any portion thereof, and upon which the City would be willing to proceed with purchase of the Site, or such portion thereof. If the City delivers a Reply Notice setting forth its proposed terms of a purchase of the Site or the subject portion thereof as provided above, and the Developer agrees to the purchase price set forth in the Reply Notice, then the Developer’s staff and the City’s staff, each acting in their sole discretion, shall negotiate the terms, conditions and form of the purchase and sale agreement within 60 Days of the Developer’s delivery of its Offering Notice. If the Developer and the City’s staff, each acting in their sole discretion, reach agreement on the terms, conditions, and form of the purchase and sale agreement as provided in this Section 601.2 above, then the City staff would undertake such actions as are necessary to

bring the purchase and sale agreement to the City Council for consideration within 45 Days after reaching such tentative agreement (the “**Tentative Agreement Date**”). Nothing herein shall be deemed a pre-commitment on behalf of either the City or the Developer to reach agreement on the terms and conditions of the purchase and sale agreement or a representation that the City Council will approve the purchase and sale agreement. Without limiting the generality of the foregoing, the Developer acknowledges that the City Council’s approval of the purchase and sale agreement will be subject to those public hearings, notices and subsequent approvals as may be required by law, provided that the Developer shall have the right to require that the purchase and sale agreement entered into between the Developer and the City for the sale of the Site or a portion thereof pursuant hereto be conditioned upon final City Council and any other applicable governmental approval of the purchase and sale agreement and the transaction contemplated therein be obtained (with all periods in which such City Council or other governmental action may be administratively or legally challenged having expired with no such challenge having been filed, or if filed, resolved and terminated to the sole satisfaction of the Developer) within 75 Days of the Tentative Agreement Date.

601.3 Right of Developer to Proceed

If the City does not provide a Reply Notice to the Developer within 45 Days after the receipt of the Offering Notice as set forth in Section 601.2 above, then the City’s Right of First Offer under this Section 600 shall terminate and be of no further force or effect. If the City provides a Reply Notice but (a) the Developer rejects the purchase price proposed in such Reply Notice by written notice to the City, (b) the Developer’s staff and the City’s staff are unable after good faith negotiations to agree upon the terms, conditions and form of the purchase and sale agreement within 60 Days after delivery of the Offering Notice (each acting in its sole and absolute discretion), (c) the City Council does not timely approve any purchase and sale agreement presented for its consideration within 45 Days of the Tentative Agreement Date, or (d) the City Council timely approves the purchase and sale agreement presented for its consideration within 45 Days of the Tentative Agreement Date but the governmental action(s) approving such purchase and sale agreement are administratively or legally challenged and such challenge is not resolved in accordance with the last sentence of Section 601.2 above, then the Developer shall be free to thereafter enter into a transaction for sale of the Site, or such portion thereof, to a third party (other than the City), subject to the provisions of this Section 601.3 below. If the City did timely deliver a Reply Notice to the Developer: (1) the Developer shall have the right to proceed with the transaction with such third party for a purchase price that is not materially less favorable to the Developer than the greatest of (A) the purchase price set forth in the last written offer, if any, from the City, or (B) the purchase price set forth in the last form of the purchase and sale agreement (if any) which the City proposed prior to the expiration of the 60-Day negotiating period described above, or (C) the Purchase Price approved by the City Council. The purchase price shall be deemed “materially less favorable” if it is more than 20% less than the greatest of the prices set forth in clauses (A), (B), or (C) of the immediately preceding sentence. If the transaction with such third party is not entered into within the 12-month anniversary of the expiration of the 60-Day negotiating period referenced in Section 601.3 above, or if the City timely delivers the Reply Notice and the proposed subsequent transaction would be concluded for a purchase price that is materially less favorable to the Developer than the greatest of that set forth in clauses (A), (B), or (C) of this Section 601.3 above, then, in such

event, the Developer shall not thereafter enter into an agreement for sale of the Site, or portion thereof, to a third party (other than the City) without first giving the City another Right of First Offer in accordance with the provisions of this Section 600.

601.4 Expiration of Right of First Offer

The City's rights under this Section 600 shall survive with respect to the Site, or any portion thereof, until the earliest of: (i) the fifth anniversary of the Effective Date; (ii) upon the conclusion of a transaction between the Developer and a third party transferee (other than the City) following the Developer's compliance with the applicable requirements of this Section 600 for the Site, or such portion thereof; (iii) upon the termination of the City's Right of First Offer pursuant to Section 601.3 above; or (iv) upon a foreclosure or deed in lieu of foreclosure of the Site, or a portion thereof, resulting from a default under any financing for the Project or a portion thereof (and such lender's exercise of its rights and remedies upon a default with respect to such financing shall not be limited in any way by the Right of First Offer). For purposes of clarity, notwithstanding a sale of one or more portions of the Site to a third party (other than the City) following compliance with the provisions of this Section 600 with respect to such sale(s), the Right of First Offer shall continue to apply to all remaining portions of the Site until such remaining portion(s) of the Site is (are) sold or the City's rights under this Section 600 otherwise expire or are terminated. The City's rights under this Section 600 do not expire or terminate as to any portion of the Site as to which the Developer retains fee title until the provisions of this Section 600 are complied with by the Developer with respect to such portion of the Site and until such right expires or terminates by the provisions of this Section 601.4 above. For purposes of clarity and without thereby implying any expansion of the scope of the Right of First Offer and not as a limitation of the rights and obligations of the Parties set forth in Section 206, the Right of First Offer shall not, in any event, apply to a Transfer between the Developer and an Affiliate of the Developer, but, in that event, such Affiliate shall remain subject hereto with respect to any proposed subsequent third party sale of the Site, or any portion thereof, by such Affiliate. In any event, the Right of First Offer herein is personal to the City and, in no event, shall the City have the right to assign or otherwise transfer that right to any other person or entity.

602. Memorandum of Right of First Offer

The Parties agree to cause the Memorandum of Right of First Offer to be recorded against the Site, which shall include specific reference to the foregoing Right of First Offer. The terms of this Section 600 shall survive any termination of this Agreement.

603. Right of First Offer for Developer to Purchase Site A-1

Per the Parking Structure Agreement, the City is granting the Developer a right of first offer in Site A-1 if the City desires to sell it, or any portion thereof, to a third party.

700. DEFAULTS, REMEDIES AND TERMINATION

701. Defaults – General

Attachment No. 3

Subject to the extensions of time set forth in Section 805, failure or delay by either Party to perform any term or provision of this Agreement constitutes a Default under this Agreement.

In addition, each of the following shall constitute a Default of the Developer or, with respect to item (a), the Successor Agency hereunder, as applicable:

(a) The Developer or the Successor Agency fails to comply with any material provision contained in the Successor Agency Documents; or

(b) The occurrence of any default under any of the Construction Loan documents (if any) or other loan documents secured by an interest in the Site or under any other documents entered into by the Developer pursuant to this Agreement prior to the Threshold Occupancy Satisfaction Date, following the expiration of any applicable notice or cure period set forth in such Construction Loan documents; or

(c) Subject to the provisions of Section 805, the Improvements are not completed within the time provided in the Schedule of Performance; or

(d) The Developer (i) is unable to pay its respective debts as they become due, or files a petition in bankruptcy (or otherwise commences bankruptcy or a similar proceeding), or (ii) has filed by or against it, under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, a petition in bankruptcy or other commencement of a bankruptcy or similar proceeding and such petition or proceeding is not dismissed within 90 Days after filing.

Prior to exercising any right or remedy because of a Default and as a condition thereto, the injured Party shall give written Notice of Default to the Party in default, specifying the default complained of by the injured Party. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured Party may not institute proceedings against the Party in default until the expiration of the cure period provided herein with respect to such Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default.

If the Default is not cured by the defaulting Party within 30 Days after service of the Notice of Default (or, if more than 30 Days are reasonably necessary to cure the subject Default, the Party committing such Default fails to commence to cure such Default within 30 Days of receipt of Notice thereof and to thereafter diligently prosecute such cure to completion), then such failure shall constitute an “**Event of Default**” under this Agreement, and the non-defaulting Party will have the rights and remedies set forth in this Section 700.

702. Institution of Legal Actions

Subject to the terms, provisions, and limitations set forth in this Section 700, including, without limitation, Section 708, any legal action instituted to cure, correct or remedy any Event of Default, or to recover damages, or to obtain any other legal equitable remedy

consistent with this Agreement shall, to the extent permitted by law, be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.

703. Termination by Developer Prior to Closing

In the event that the Developer is not in Default and prior to the Closing, and:

(a) The Successor Agency does not (or demonstrably cannot) deliver title to any portion of the Site pursuant to the Grant Deed in the manner and condition set forth herein on or before the Outside Closing Date; or

(b) The Successor Agency commits an Event of Default which is not cured within the time provided under this Agreement; or

(c) One or more of the Developer's Conditions Precedent to Closing is not satisfied on or before the Outside Closing Date;

then this Agreement may, at the Developer's option, be terminated by Notice to the Successor Agency. From the date of the Notice of termination of this Agreement by the Developer to the Successor Agency and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties, except that the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect. Upon such termination by the Developer, all monies or documents deposited by any Party into Escrow shall be returned to the Party making such deposit. Subject to the Developer's obligation to pay the same under Section 704.1 below, if this Agreement is terminated for any reason other than an Event of Default of the Successor Agency, then the Parties shall each pay one-half of the escrow cancellation costs. If this Agreement is terminated due to an Event of Default of the Successor Agency, then (i) the Successor Agency shall pay all escrow cancellation costs, and (ii) the Developer shall have remedies provided by Applicable Law, subject to the limitations on damages set forth in Section 708.

704. Termination by Successor Agency

704.1 Termination Prior to Closing

In the event that the Successor Agency is not in Default and prior to the Closing and:

(a) The Developer commits an Event of Default which is not cured within the time provided under this Agreement; or

(b) One or more of the Successor Agency's Conditions Precedent to Closing is not satisfied on or before the Outside Closing Date; or

(c) The Developer does not accept title to the Site or any portion

thereof pursuant to the Grant Deed in the manner and condition set forth in this Agreement on or before the Outside Closing Date;

then this Agreement may, at the Successor Agency's option, be terminated by Notice to the Developer. From the date of the Notice of termination of this Agreement by the Successor Agency to the Developer and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties, except that the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect. Subject to the Successor Agency's obligation to pay the same under Section 703 above, if this Agreement is terminated for any reason other than an Event of Default of the Successor Agency, then the Parties shall each pay one-half of the escrow cancellation costs. Upon such termination by the Successor Agency, all monies or documents deposited by any Party into Escrow shall be returned to the Party making such deposit, subject to the following. If this Agreement is terminated due to an Event of Default of the Developer, then (i) the Developer shall pay all escrow cancellation costs, and (ii) the Successor Agency shall be entitled to retain the Deposit as liquidated damages.

THE DEVELOPER AND THE SUCCESSOR AGENCY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY THE SUCCESSOR AGENCY AS A RESULT OF THE FAILURE OF THE CLOSE OF ESCROW TO OCCUR DUE TO AN EVENT OF DEFAULT ON THE PART OF THE DEVELOPER, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION 704.1 REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH THE SUCCESSOR AGENCY WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, THE DEVELOPER AND THE SUCCESSOR AGENCY DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT THE SUCCESSOR AGENCY WOULD SUFFER IN THE EVENT THAT THE DEVELOPER COMMITS AN EVENT OF DEFAULT AND FAILS TO COMPLETE THE PURCHASE OF THE SITE IS AN AMOUNT EQUAL TO THE DEPOSIT PREVIOUSLY DELIVERED BY THE DEVELOPER. ACCORDINGLY, SUCH AMOUNT SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE SUCCESSOR AGENCY FOR SUCH A DEFAULT AND FAILURE BY THE DEVELOPER AND THE FULL, AGREED AND LIQUIDATED DAMAGES WHICH THE SUCCESSOR AGENCY SHALL BE ENTITLED TO. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE SUCCESSOR AGENCY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677. THE SUCCESSOR AGENCY HEREBY WAIVES THE PROVISIONS OF ANY STATUTE, CODE, OR OTHER LAW, REGULATION, OR ORDINANCE LIMITING OR PROHIBITING THE FOREGOING LIQUIDATED DAMAGES ARRANGEMENT. UPON A TERMINATION OF THIS AGREEMENT, NEITHER PARTY WILL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER TO EACH OTHER EXCEPT FOR THE RIGHT OF THE SUCCESSOR AGENCY TO RETAIN THE PORTION OF LIQUIDATED DAMAGES IN ITS POSSESSION AND COLLECT THE PORTION OF LIQUIDATED DAMAGES IN ESCROW.

Developer's Initials: _____

Successor Agency's Initials: _____

704.2 Termination After Closing

After the Close of Escrow but before Completion of the Project, the Successor Agency shall have the right to terminate this Agreement, in the event that any of the following Defaults shall occur:

(a) The Developer fails to commence construction of the Project within the time frame required under the Schedule of Performance as required by this Agreement, and such failure continues for a period of 120 Days after written notice of such failure delivered to the Developer from the Successor Agency, provided that the Developer shall not have obtained an extension or postponement to which the Developer may be entitled pursuant to Section 805 hereof; or

(b) The Developer abandons or substantially suspends construction of the Project for a period of 120 Days, and such failure continues for a period of 60 additional Days after written notice has been given by the Successor Agency to the Developer of such failure, provided that the Developer has not obtained an extension or postponement to which the Developer may be entitled to pursuant to Section 805 hereof; or

(c) The Developer commits a Transfer not expressly permitted under this Agreement or approved in advance in writing by the Successor Agency, and the Developer does not cure or otherwise reverse such Transfer within 60 Days of written notice by the Successor Agency to the Developer.

then this Agreement may, at the Successor Agency's option, be terminated by Notice to the Developer. From the date of the Notice of termination of this Agreement by the Successor Agency to the Developer and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties, except that the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect. In the event of a termination as a result of a Developer Event of Default, the Successor Agency shall have, as its sole and exclusive remedy, its rights under Section 712, notwithstanding the termination of this Agreement.

The rights established in this Section 704.2 shall not apply to any part of the Project with respect to which the Release of Construction Covenants has occurred.

705. Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

706. Acceptance of Service of Process

If any legal action is commenced by the Developer against the Successor Agency, then service of process on the Successor Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law.

If any legal action is commenced by the Successor Agency against the Developer, then service of process on the Developer shall be made by personal service upon an officer or executive of the Developer or in such other manner as may be provided by law, and shall be valid whether made within or without the State of California.

707. Rights and Remedies Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

708. Damages

Following the Close of Escrow, if either the Developer or the Successor Agency commits an Event of Default under this Agreement, then the Party committing such Event of Default shall be liable to the other party for any damages caused by such Event of Default. Neither Party, however, shall have any right to indirect, special, punitive, or consequential damages against the other, and each Party hereby waives the right to claim the same against the other. In the event of any liability of the Developer under this Agreement, such liability (including any stemming from any actual or alleged breach or default by the Developer) shall not under any circumstances constitute the personal obligations of any of the individual partners, directors, officers, employees, agents, members or shareholders of the Developer (unless any of the foregoing shall become the Developer under this Agreement by assignment (by operation of law or otherwise)), and the Successor Agency nor the City shall not seek recourse against the individual partners, directors, officers, employees, agents, members or shareholders of the Developer or against any other persons or entities having any interest in the Developer or otherwise affiliated with the Developer (unless any of the foregoing shall become the Developer under this Agreement by assignment (by operation of law or otherwise)), or against any personal assets of any of the foregoing, for satisfaction of any liability with respect to this Agreement. Any liability of the Developer for a default by the Developer under this Agreement, or a breach by the Developer of any of its obligations under this Agreement, shall be satisfied solely out of the Developer's interest in the Site and the rents, income, profits and proceeds therefrom, and in no event shall any personal liability be asserted against the Developer in connection with this Agreement, nor shall any recourse be had to any other property or assets of the Developer, any affiliate of the Developer, or any third person, party, or entity.

709. Specific Performance

If the Successor Agency commits an Event of Default hereunder by failing to proceed with the Close of Escrow hereunder, the Developer at its option may institute an action for specific performance of the terms of this Agreement, provided that any action of specific performance shall be limited to the obligation of the Successor Agency to convey fee simple title

to the Site or a portion thereof to the Developer as required under this Agreement.

The rights established in this Section are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity, subject to the express limitations set forth in this Agreement.

710. Inaction Not Waiver of Default

Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies at any time.

711. Attorneys' Fees

In any action between the Parties to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing Party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, to reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and reasonable attorneys' fees and costs.

As used in this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" means the reasonable out-of-pocket fees and expenses of counsel to the Parties hereto which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to enforcement of judgments, appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

712. Right of Reverter

The Successor Agency shall have the right, at its option to re-enter and take possession of all portions of the Site conveyed to the Developer pursuant to this Agreement, with all improvements thereon, and revert in the Successor Agency the estate theretofore conveyed to the Developer (the "**Right of Reverter**") if, after Conveyance of title and prior to the Release of Construction Covenants Date for such portions of the Site, the Successor Agency terminates this Agreement pursuant to Section 704.2.

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 of trust or other security instrument permitted by this Agreement.

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(ii) Any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

The Grant Deed shall contain appropriate reference and provision to give effect to the Successor Agency's rights as set forth in this Section 712, subject to the foregoing provisions.

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

Upon the revesting in the Successor Agency of title to the Site as provided in this Section 712, the Successor Agency shall, pursuant to its responsibilities under State law, use its best efforts to resell the Site or part thereof as soon and in such manner as the Successor Agency shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan and in furtherance of municipal and other public purposes to a qualified and responsible party or parties (as determined by the Successor Agency in its sole discretion, as between the Parties), who will assume the obligation of making or completing the Improvements, or such improvements in their stead as shall be satisfactory to the Successor Agency and in accordance with the uses specified for such Site or part thereof in the Redevelopment Plan. Upon such resale of the Site, the proceeds thereof shall be applied:

(x) First, to reimburse the Successor Agency on its own behalf and on behalf of the City for: (i) all reasonable and necessary out-of-pocket costs and expenses incurred by the Successor Agency and/or the City in connection with reentering, terminating and revesting and resale of all such portions of the Site, including, but not limited to, an equitable allocation of salaries of personnel employed or utilized in connection with the recapture, management and resale of the Site or part thereof based upon the percentage of working hours devoted to such recapture, management and resale of the Site or part thereof as compared to the total working hours of such personnel, but less any income derived by the Successor Agency from the Site or part thereof in connection with such management; (ii) all taxes, assessments and water and sewer charges incurred by the Successor Agency and/or the City with respect to the Site or part thereof; (iii) any payments made or necessary to be made to discharge or to prevent from attaching or being made any encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; and (iv) any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Site or part thereof; and any amounts otherwise owing the Successor Agency by the Developer and its successor or transferee; and

(y) Second, to reimburse the Developer, its successor or transferee up to the amount equal to (1) the sum of the Purchase Price Payment (as described in Section 301.2) paid to the Successor Agency by the Developer for the Site; (2) the costs incurred for the development of the Site and for the Improvements existing on the Site at the time of the re-entry

and repossession (including, without limitation, entitlement and other transaction costs incurred by the Developer in connection with this Agreement and the transactions contemplated hereby), plus Parking Structure Costs, if any, in light of the fact that the legally required parking for the Project will be provided in part within the Parking Structure, less (3) any gains or income withdrawn or made by the Developer from the Site or the improvements thereon; and

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

To the extent that the rights established in this Section involve forfeiture, the rights of the Successor Agency hereunder must be strictly interpreted against the Successor Agency, the Party for whose benefit the Right of Reverter is created. The Right of Reverter and other rights established in this Section are to be interpreted in light of the fact that the Successor Agency will convey the Site to the Developer for development of the Project as set forth herein and not for speculation, and the fact that such right is expressly authorized by California Health and Safety Code Section 33438.

800. GENERAL PROVISIONS

801. Notices, Demands and Communications Between Parties

Unless otherwise specified in this Agreement, it shall be sufficient service or giving of any notice, request, certificate, demand or other communication if the same is sent by (and all notices required to be given by mail will be given by) first-class registered or certified mail, postage prepaid, return receipt requested, or by private courier service which provides evidence of delivery. Unless a different address is given by any Party as provided in this Section, all such communications will be addressed as follows:

To Successor Agency: Successor Agency to the Culver City Redevelopment Agency
Attn: Sol Blumenfeld, Assistant Executive Director
9770 Culver Boulevard
Culver City, California 90232-0507

Copy to: City of Culver City
Attn: Carol Schwab, Esq., City Attorney
9770 Culver Boulevard
Culver City, California 90232-0507

Copy to: Kane, Ballmer & Berkman
Attn: Todd C. Mooney, Esq.
515 S. Figueroa Street, Suite 780
Los Angeles, California 90071

To Developer: Culver Public Market, LLC
c/o Regency Centers Corporation

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Attn: Mr. John Nahas
915 Wilshire Boulevard, Suite 2200
Los Angeles, California 90017

Copy to: Culver Public Market, LLC
c/o Regency Centers Corporation
Attn: Legal Department
One Independent Drive, Suite 114
Jacksonville, Florida 32202-5019

Copy to: Kennerly, Lamishaw & Rossi LLP
Attn: Robert L. Madok, Esq.
707 Wilshire Boulevard, Suite 1400
Los Angeles, California 90017

To City: City of Culver City
Attn: Sol Blumenfeld, Community Development Director
9770 Culver Boulevard
Culver City, California 90232-0507

Copy to: City of Culver City
Attn: Carol Schwab, Esq., City Attorney
9770 Culver Boulevard
Culver City, California 90232-0507

Copy to: Kane, Ballmer & Berkman
Attn: Todd C. Mooney, Esq.
515 S. Figueroa Street, Suite 780
Los Angeles, California 90071

Any Notice shall be deemed received as of the date of courier service delivery or shall be deemed received on the third Day from the date it is postmarked if delivered by registered or certified mail.

802. Conflicts of Interest

No member, official or employee of the Successor Agency shall have any direct or indirect interest in this Agreement, nor shall such member, official or employee participate in any decision relating to this Agreement which is prohibited by law.

803. Warranty Against Payment of Consideration for Agreement

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as project managers, architects, engineers, attorneys, and public relations consultants.

804. Nonliability of Successor Agency Officials and Employees

No member, official or employee of the Successor Agency shall be personally liable to the Developer, or any successor in interest, in the event of any Default or breach by the Successor Agency or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

805. Enforced Delay; Extension of Times of Performance

Failure by either Party to perform shall not be deemed a default hereunder and times for performance shall be extended as provided herein where delays are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts or failure to act of any public or governmental agency or entity (other than that acts or failure to act of the Successor Agency shall not excuse performance by the Successor Agency); delays in the issuance of any governmental approvals or authorizations, failure to grant approval or otherwise act, or delay in granting approvals or otherwise acting, by any utility company or provider, or other quasi-public entity, (provided Developer has provided said utility company with all required information) or similar causes beyond the control and without the fault of the Party claiming an extension of time to perform (collectively, a “**Force Majeure**” delay); provided, however, that the Party claiming the existence of a Force Majeure delay and an extension of its obligation to perform shall notify the other Party in writing of the nature of the matter causing the delay and such notice shall be provided to the other Party within 60 Days after the date of knowledge of the commencement of the cause of the delay. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure delay unless and until the Party claiming such delay and interference with obligations hereunder delivers written notice to the other Party within the time period stated above which notice shall describe the event, its cause, when and how such Party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom.

The lack of funding to complete the design and development of the Site shall not in itself constitute grounds of Force Majeure delay pursuant to this Section 805. The Developer expressly assumes the risk of real estate market conditions, construction costs, interest rates, and other similar general economic circumstances that may make funding and/or construction of the Project difficult, more expensive, or infeasible, whether or not such events or causes are foreseeable as of the date of this Agreement. The Developer acknowledges and agrees that the provisions of this Section 805 shall not operate to excuse the Developer from prompt payment of monies when due.

The extension of time to perform shall commence to run from the time of the commencement of the cause and shall continue only for the period of the Force Majeure delay; provided, however, that in no event shall performance be excused pursuant to this Section 805

for any Force Majeure delay for a cumulative period of more than 18 months. If said Force Majeure delay extends for more than 18 months, then either Party may terminate this Agreement upon 15 Days written notice to the other Party, and upon such termination all documents and funds deposited into Escrow shall be returned to the Party depositing those funds or documents. Upon such termination, the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect.

Notwithstanding the foregoing, the Developer shall be entitled to an extension of its obligation to complete development of the Project on the Site for up to six additional months (for a total of up to 24 consecutive months, but provided that any extension shall only be for the period of the Force Majeure delay if the period of such delay is less than six months) if the Developer demonstrates to the reasonable satisfaction of the Successor Agency that solely as a result of a Force Majeure event, conditions are such that no commercially reasonable person or entity exercising timely and consistent commercially reasonable best efforts could obtain financing or complete construction of the Project. The Developer shall notify the Successor Agency in writing of its intention to seek such additional six-month period (including a description of the Force Majeure event causing such conditions and the Developer's efforts to complete the development of the Project in spite of such conditions) not later than 30 Days prior to the expiration of the 18-month period specified above. The Successor Agency shall notify the Developer of its approval or disapproval of such additional six-month period within 10 Days after the receipt of the Developer's notice.

Times of performance under this Agreement may also be extended in writing by mutual agreement of the Parties.

806. Plans and Data

If this Agreement is terminated by the Developer pursuant to Section 703, then the Successor Agency shall have the right, but not the obligation, to purchase from the Developer all plans, drawings, studies and related documents concerning the Project within the Developer's possession and control, without representation or warranty. The purchase price for all or any part of such materials shall be the actual cost to the Developer, less any reimbursements or payments paid by the Successor Agency, prior to such termination, to the Developer or third party contractor for such Plans drawings, studies and related documents concerning the Project. To the extent that the Successor Agency paid in full for any such plans, drawings, studies and related documents concerning the Project, all such material shall be considered the sole property of the Successor Agency and the Developer shall promptly deliver all such material to the Successor Agency in the Developer's possession at no cost or expense to the Successor Agency.

If this Agreement is terminated by the Successor Agency pursuant to Section 704, then, pursuant to the exercise of the Successor Agency's rights under the Assignment of Plans, Reports and Data, the Developer shall deliver to the Successor Agency any and all plans, drawings, studies and related documents concerning the Project within the Developer's possession and control, without representation or warranty and subject to all third party rights therein.

Upon delivery to the Successor Agency pursuant to this Section, the Successor Agency shall have the right to use such materials as it deems necessary and appropriate to fulfill the purposes of this Agreement without obligation to the Developer but subject to all third party rights therein.

807. Approval by Parties

Approvals required of the Parties shall be given within the time set forth in the Schedule of Performance or, if no time is given, within a reasonable time. Wherever this Agreement requires the Successor Agency or the Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not be unreasonably withheld or delayed, except if a different standard of approval is specifically set forth in this Agreement for the subject matter. In the event that a Party declines to approve any contract, document, plan, proposal, specification, drawing or other matter, such denial shall be in writing and shall include the reasons for such denial. The Party considering the request for such approval shall use commercially reasonable efforts to respond to such request for approval within 30 Days after receipt unless a different period for response is expressly provided herein.

808. Relationship Between Parties

The Parties agree that the Developer, in the performance of this Agreement, shall act as and be deemed an independent contracting party and shall not act in the capacity of an agent, employee or partner of the Successor Agency. It is hereby acknowledged that the relationship between the Parties is not that of a partnership or joint venture and that the Parties shall not be deemed or construed for any purpose to be the agent of the other.

809. Computation of Time

The time in which any act is to be done under this Agreement is computed by excluding the first Day (such as the Day escrow opens), and including the last Day. If any act is to be done by a particular time during a Day, then that time shall be Pacific Time Zone time.

810. Legal Advice

Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matter set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. Any Notice delivered to a Party after 5:00 p.m. on a Day shall be deemed delivered on the next succeeding Business Day.

811. Time of Essence

Time is expressly made of the essence with respect to the performance by the Parties of each and every obligation and condition of this Agreement.

812. Administration

This Agreement shall be administered by the Executive Director or Community Development Director following approval of this Agreement by the Successor Agency. Whenever a reference is made in this Agreement to an action, finding or approval to be undertaken by the Successor Agency, the Executive Director or the Community Development Director is authorized to act on behalf of the Successor Agency unless specifically provided otherwise or the context should require otherwise. Whenever a reference is made in this Agreement to an action, finding or approval to be undertaken by the Executive Director, the Community Development Director is authorized to act on behalf of the Executive Director as his designee. The Executive Director or the Community Development Director shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement on behalf of the Successor Agency so long as such actions do not substantially change the uses or development permitted for the Project, or materially add to the costs of the Successor Agency as specified herein or as agreed to by the Successor Agency governing board. Notwithstanding the foregoing, the Executive Director or the Community Development Director may in his or her sole and absolute discretion refer any matter to the Successor Agency governing board for action, direction or approval.

813. Mutual Cooperation

Each Party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement. To the extent that any lender to, or equity investor in, the Project requires modifications to this Agreement or any attachment hereto, the Successor Agency agrees to reasonably consider such modifications.

814. Ground Breaking and Grand Openings

To insure proper protocol and recognition of the Successor Agency governing board, the Developer shall cooperate with the Successor Agency staff in the organization of any Project-related ground breaking, grand openings or any other such inaugural events/ceremonies sponsored by the Developer and celebrating the development which is the subject of this Agreement by providing the Successor Agency staff with at least three weeks written prior notice of any such event.

815. Estoppel Letters

Each Party shall, upon the reasonable request of the other, issue estoppel letters to the requesting party or any other party reasonably designated by the requesting party (including, without limitation, actual or prospective lenders, purchasers, investors, and tenants) indicating the absence of any default of the requesting Party, if such be the case, and the effectiveness of

this Agreement, if such be the case, and such other matters as may be reasonably requested.

816. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties specifically agree that signatures on this Agreement transmitted electronically or by facsimile shall be legally binding and that each Party is entitled and authorized to rely on such electronic or facsimile signature of the other Party hereon as if it were an original signature. Original signatures of the Developer shall also be provided to the Successor Agency for its records.

817. Entire Agreement, Waivers and Amendments

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement includes 87 pages, three signature pages and Attachment Nos. 1 through 12, and any agreements entered into by the Parties substantially in the form of Attachment Nos. 1 through 12, which constitute the entire understanding and agreement of the Parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereto.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Successor Agency or the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties.

818. Time for Acceptance of Agreement by Successor Agency

This Agreement, when executed by the Developer and delivered to the Successor Agency, must be authorized and executed by the Successor Agency within 45 Days after the date of signature by the Developer or, at Developer's election made by written Notice to the Successor Agency, this Agreement shall be void, except to the extent that the Parties shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement by the Successor Agency. The date of this Agreement shall be the date when this Agreement shall have been signed by the Successor Agency.

900. SPECIAL PROVISIONS

901. Parking

In order to satisfy the parking needs of the Project and secure off-site Project-restricted parking that complies with the Culver City Municipal Code, as it may be amended from time to time, the Developer and the City will enter into the Parking Structure Agreement, and the Parking License (a memorandum of which shall be recorded against Site A-1 in the Official Records). The Parking License is expected to provide, without limitation, for the

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Developer's right to utilize portions of the Parking Structure in conjunction with the operation of the Improvements, operation, maintenance, repair, and reconstruction obligations of the Developer and the City with respect to the Parking Structure, the right of employees and patrons of the Project located on the Site to utilize the Parking Structure and any fees therefor, and for the application of revenues generated from the Parking Structure to be applied toward the cost of the maintenance and operation thereof.

The Parking Structure Agreement will also obligate the City to fund the design and construction of the Parking Structure to a maximum amount of \$6,600,000, all inclusive.

Per the Parking Structure Agreement, at such time as the Parking Structure is completed, the Parking Structure will be transferred to and become the property of the City and shall be deemed transferred to the City in its "AS IS, WHERE IS", and "WITH ALL FAULTS" condition, expressly without the Developer's covenant, warranty or representation as to physical condition thereof, compliance with law, or any other matter whatsoever, except that the Developer will assign to the City such design and construction warranties as the Developer obtained in connection with the construction thereof. Following the transfer thereof to the City, the Developer would have no obligation to make repairs, replacements or improvements to the Parking Structure or to pay any fees, costs, or expenses related thereto, except as set forth in the Parking Structure Agreement.

[Signatures on Following Page]

Attachment No. 3

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates set forth below.

“DEVELOPER”

CULVER PUBLIC MARKET, LLC,
a Delaware limited liability company

By: Regency Centers, L.P.,
a Delaware limited partnership,
its Managing Member

By: Regency Centers Corporation,
a Florida corporation,
its General Partner

Date: _____

By: _____

Name: John Nahas
Vice President, Investments

[Signatures Continue on Following Page]

“SUCCESSOR AGENCY”

SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency

Date: _____

By: _____
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Assistant Executive Director

ATTEST:

By: _____
Jeremy Green
Secretary

APPROVED AS TO FORM:

By: _____
Carol Schwab
Successor Agency General Counsel

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

CITY CONSENT

IN WITNESS WHEREOF, the City has signed this Agreement on the date set forth below for the limited purpose of consenting to accept conveyance of Site A-1 (including the Parking Structure) as described in this Agreement by its duly authorized personnel.

“CITY”

CITY OF CULVER CITY, a California municipal corporation

Date: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

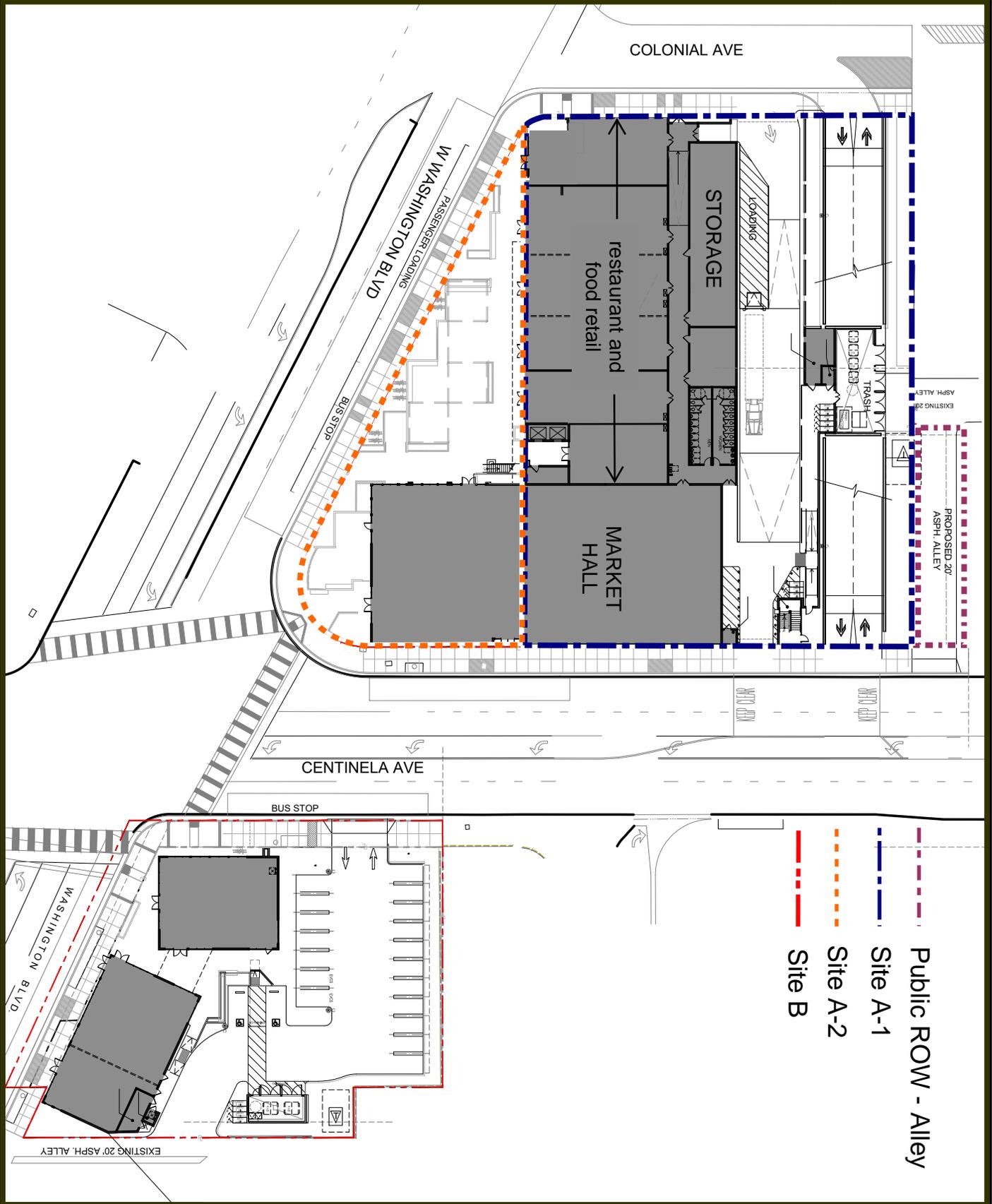
By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

Attachment No. 3

ATTACHMENT NO. 1

SITE MAP

[behind this page]



ATTACHMENT NO. 1: SITE MAP

Attachment No. 3

ATTACHMENT NO. 2

LEGAL DESCRIPTION

[behind this page]

Attachment No. 2 – Legal Descriptions

Legal Description Site A

Land situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1: APNS: 4231-002-901, 902, 905 AND 906

LOTS 1 THROUGH 7 INCLUSIVE AND LOTS 16 AND 17 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: APN: 4231-002-903

LOT 8 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: APN: 4231-002-904

LOTS 9 AND 10 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: APN: 4231-002-909

LOTS 18 AND 19 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: APN: 4231-002-907

LOTS 20 AND 21 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: APN: 4231-002-908

THAT PORTION OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF

Attachment No. 3

SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

PARCEL 7: APN: 4231-002-900 (PORTION)

THE NORTHERLY 49.95 FEET OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8: APN: 4231-002-900 (REMAINDER PORTION)

LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGE 26, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE NORTHWESTERLY 49.95 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

Attachment No. 2 – Legal Descriptions

Legal Description Site A

Land situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1: APNS: 4231-002-901, 902, 905 AND 906

LOTS 1 THROUGH 7 INCLUSIVE AND LOTS 16 AND 17 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: APN: 4231-002-903

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LOTS 9 AND 10 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: APN: 4231-002-909

LOTS 18 AND 19 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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LOTS 20 AND 21 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: APN: 4231-002-908

THAT PORTION OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF

Attachment No. 3

SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

PARCEL 7: APN: 4231-002-900 (PORTION)

THE NORTHERLY 49.95 FEET OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8: APN: 4231-002-900 (REMAINDER PORTION)

LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGE 26, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE NORTHWESTERLY 49.95 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

Attachment No. 3

ATTACHMENT NO. 3
SCOPE OF DEVELOPMENT

[behind this page]

ATTACHMENT NO. 3: SCOPE OF DEVELOPMENT

1. Project Improvements. The Developer shall construct a high quality, pedestrian-oriented, place-making market hall development with an open floor plan and public plazas, with additional market hall-related retail uses and surface parking, consistent with the Project Approvals. The Project will consist of approximately 26,835 square feet of ground level commercial retail uses across two (2) sites (Site A and Site B).

a. The Developer shall develop on Site A-1 Retail Condominium and Site A-2 approximately 21,605 square feet of usable floor area comprised of a Market Hall (approximately 11,483 square feet) and inline restaurant and food retail space (approximately 10,122 square feet) on the ground floor. Additional floor area dedicated to auxiliary supporting uses such as restrooms, mechanical and electrical rooms, storage, and shared kitchen space shall be located at the rear of the building. Back-of-house features shall include a loading area, refuse storage room, building maintenance office, and bicycle lockers. An outdoor ground-level plaza with landscape and outdoor dining will be located on the ground floor along Washington Boulevard. A second level outdoor dining terrace will be located above the Market Hall. Under separate contract, the Developer will construct an attached three-and a half-level public parking structure that shall provide approximately 184 spaces public spaces to serve the project and local community.

b. The Developer shall develop on Site B approximately 5,230 square feet of floor area for restaurant and food retail uses, outdoor dining space with landscape, and a twenty (20) stall surface parking lot.

2. Undergrounding Utilities. The Developer shall underground all aerial utilities on Site A necessary to construct the Project Improvements.

3. Public Improvements. The Developer shall complete certain public improvements as conditioned by the City to develop the Project Improvements. Such improvements are anticipated to consist of the following:

- a. Curb and gutter improvement work;
- b. Sidewalk improvements in accordance with the Culver City streetscape design standards;
- c. Adjacent street resurfacing;
- d. Upgrade and relocate as necessary three (3) existing bus stops fronting the project;

Attachment No. 3

e. Restripe Washington Boulevard to provide a two-way left-turn lane between Colonial Avenue and Chase Avenue and restripe Centinela Avenue from the Project's main driveway to Washington Boulevard;

f. Place new street name signs for Kenyon Avenue and Colonial Avenue;

g. Replacing high-voltage streetlights with low-voltage streetlights; and

h. Traffic calming measures at Colonial Avenue.

4. Art in Public Places. Prior to the issuance of any permits, the Project will comply with the requirements of the Art in Public Places Ordinance, as specified in Chapter 15.06 of the Culver City Municipal Code (CCMC). The Developer may pay a fee or install public art created by a qualified artist. Public art must be approved by the Cultural Affairs Commission prior to installation. The Developer intends to commission an iconic mural on the Site A façade to fulfill the public art component.

Attachment No. 3

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

[behind this page]

ATTACHMENT NO. 4**SCHEDULE OF PERFORMANCE**

Task		Deadline
1.	Parties open Escrow with Escrow Agent (§302.1)	6 Months after Effective Date
2.	Developer submits name and qualifications of its architect, landscape architect and civil engineer (§401.3)	180 Days prior to Outside Closing Date
3.	Developer submits complete set of schematic drawings for Project (§401.2)	180 Days prior to Outside Closing Date
4.	Developer prepares and submits maintenance plan for Project with regard to Developer's compliance with Maintenance Standards (§502)	60 Days prior to Outside Closing Date
5.	Developer submits complete set of design development drawings for Project (§402.1)	120 Days prior to Outside Closing Date
6.	Developer's submits Evidence of Financing (§314)	60 Days prior to Outside Closing Date
7.	Developer delivers fixed price or guaranteed maximum cost Construction Contract(s) (§407)	30 Days prior to Outside Closing Date
8.	Successor Agency approves or disapproves draft Construction Contract (§407)	20 Days after Developer submits
9.	Developer submits complete set of building permit/construction drawings for Project (§402.1)	120 Days prior to Outside Closing Date
10.	Developer submit draft Construction Loan (if any) (§406)	60 Days prior to Outside Closing Date
11.	Successor Agency approves or disapproves Construction Loan (if any) (§406)	30 Days after Developer submits
12.	Conveyance (§301.1)	December 31, 2020
13.	Developer commences construction of Improvements (§404)	30 Days after Close of Escrow
14.	Developer substantially completes all construction of Improvements (§404)	24 months after Construction Commencement

Attachment No. 3

ATTACHMENT NO. 5

RELEASE OF CONSTRUCTION COVENANTS

[behind this page]

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SUCCESSOR AGENCY TO THE CULVER
CITY REDEVELOPMENT AGENCY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Assistant Executive Director

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Numbers:

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS (this “**Release**”) is hereby made as of this ___ day of _____, 20____, by the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency (the “**Successor Agency**”) in favor of CULVER PUBLIC MARKET, LLC, a Delaware limited liability company (the “**Developer**”).

RECITALS

WHEREAS, the Successor Agency and the Developer entered into that certain Disposition and Development Agreement dated [_____] [*INSERT DATE OF DDA*], a public record on file in the office of the City Clerk (the “**DDA**”), relating to, among other things, that certain real property located in the County of Los Angeles, State of California and legally described in Exhibit A attached hereto and incorporated herein by this reference (the “**Site**”). “**DDA**” as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA. The DDA is hereby incorporated herein by this reference; and

WHEREAS, in accordance with and pursuant to Section 413 of the DDA, upon notice from the Developer of the completion of the construction of the Improvements, the Successor Agency shall issue for recordation against the Site a Release of Construction Covenants acknowledging the Developer’s satisfactory completion of the construction of the Improvements in accordance with the DDA; and

WHEREAS, the Developer has satisfactorily completed the construction of the Improvements as required by the DDA and has requested that the Successor Agency issue this

Release; and

WHEREAS, the Successor Agency has inspected and determined that the construction required by the DDA has satisfactorily been completed and now desires to issue this Release pursuant to the terms and conditions of the DDA.

NOW THEREFORE, it is hereby acknowledged and certified by the Successor Agency that:

1. The construction of the Improvements has been fully and satisfactorily performed and completed in accordance with the DDA.

2. After the recordation of this Release, any person or entity then owning or thereafter purchasing, or otherwise acquiring any interest in the Site will not (because of such ownership, purchase, or acquisition) incur any obligation or liability under the DDA to construct the Improvements; however, such party shall be bound by any and all of the DDA's covenants, conditions, and restrictions concerning the Site which survive the recordation of this Release.

3. Nothing contained in this instrument shall modify any provisions of the DDA, and if there are any conflicting terms and provisions between this instrument and the DDA, the terms and provisions of the DDA shall control.

4. This Release is not a notice of completion as referred to in Section 3093 of the California Civil Code.

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Successor Agency has executed this Release as of the date set forth above.

“SUCCESSOR AGENCY”

SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency

Date: _____

By: _____
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Assistant Executive Director

ATTEST:

By: _____
Jeremy Green
Secretary

APPROVED AS TO FORM:

By: _____
Carol Schwab
Successor Agency General Counsel

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

Attachment No. 3

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 _____

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

Exhibit A

Legal Description Site A

Land situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1: APNS: 4231-002-901, 902, 905 AND 906

LOTS 1 THROUGH 7 INCLUSIVE AND LOTS 16 AND 17 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: APN: 4231-002-903

LOT 8 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: APN: 4231-002-904

LOTS 9 AND 10 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: APN: 4231-002-909

LOTS 18 AND 19 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: APN: 4231-002-907

LOTS 20 AND 21 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: APN: 4231-002-908

THAT PORTION OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

PARCEL 7: APN: 4231-002-900 (PORTION)

THE NORTHERLY 49.95 FEET OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8: APN: 4231-002-900 (REMAINDER PORTION)

LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGE 26, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE NORTHWESTERLY 49.95 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

Legal Description Site B:

Situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 96, 97 AND 98, EAST OCEAN PARK TRACT, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 6, PAGES 82 AND 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOTS 96, 97 AND 98 DISTANT NORTHWESTERLY THEREON 140.78 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 96, A DISTANCE OF 120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98 A DISTANCE OF 177.85 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF WASHINGTON BOULEVARD, 100 FEET WIDE; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF WASHINGTON BOULEVARD 25.00 FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98, A DISTANCE OF 188.40 FEET, MORE OR LESS, TO A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 AND PASSING THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 A DISTANCE OF 22.67 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT ANY PORTION LYING WITHIN THE LAND DESCRIBED IN THE DEED RECORDED JUNE 29, 1950 INSTRUMENT NO. 1118, IN BOOK 33535, PAGE 381 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 2:

THOSE PORTIONS OF LOTS 96, 97, AND 98 OF THE EAST OCEAN PARK TRACT, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 6, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DRAWN THROUGH A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 96, SAID LINE BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 96 AND DISTANT 140.78 FEET MEASURED NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 96, 97 AND 98 FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98 AND LYING SOUTHWESTERLY OF A LINE WHICH IS DISTANT 120 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTHWESTERLY LINES OF SAID LOTS 96, 97 AND 98.

APN(S): 4232-009-900 (AFFECTS: PARCEL 1) AND 4232-009-901 (AFFECTS: PARCEL 2)

Attachment No. 3

ATTACHMENT NO. 6

GRANT DEED

[behind this page]

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

SUCCESSOR AGENCY TO THE
CULVER CITY REDEVELOPMENT AGENCY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Assistant Executive Director

WHEN RECORDED MAIL TO AND SEND
TAX STATEMENTS TO:

CULVER PUBLIC MARKET, LLC
c/o Regency Centers Corporation
Attn: Mr. John Nahas
915 Wilshire Boulevard, Suite 2200
Los Angeles, California 90017

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Numbers:

The undersigned Grantor declares:

Documentary Transfer Tax is: \$1,406.90 (County); City Tax is: \$5,755.50.
[X] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at
time of sale,
[] Unincorporated area; [X] City of Culver City.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency, herein called the “**Grantor**”, acting to carry out the Redevelopment Plan for the Culver City Redevelopment Project, herein called the “**Redevelopment Plan**”, under the Community Redevelopment Law of the State of California, hereby grants to CULVER PUBLIC MARKET, LLC, a Delaware limited liability company, herein called the “**Grantee**”, the real property, hereinafter referred to as the “**Site**”, described in the document attached hereto, labeled Exhibit A and incorporated herein by this reference.

Attachment No. 3

(1) The Grantor excepts and reserves any existing street, proposed street, or portion of any street or proposed street lying outside the boundaries of the Site which might otherwise pass with a conveyance of the Site.

(2) The Site 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 on November 23, 1998 by Ordinance No. 98-015, and the Disposition and Development Agreement (the “**DDA**”) entered into by and between the Grantor and the Grantee as of [_____] [*INSERT DATE OF DDA*], both of which documents are public records on file in the offices of the City Clerk of the City of Culver City and the Secretary of the Grantor. The DDA is hereby incorporated herein by this reference. “DDA” as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA.

(3) The Site is conveyed to the Grantee at a Purchase Price determined in accordance with the uses permitted. Therefore, the Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site that the Grantee, such successors and such assigns, shall develop, maintain, and use the Site only as follows:

(a) Until the seven-year anniversary of the Release of Construction Covenants, the Site shall be devoted only to the development and uses permitted in Section 501 of the DDA.

(b) So long as the Project constructed upon the Site remains, the Grantee shall maintain the Improvements on the Site and in the public rights-of-way (curb to property line) on all sides of the Site, and shall keep the Site and such public rights-of-way free from any accumulation of debris or waste materials. The Grantee shall also maintain the required landscaping on the Site and in such public rights-of-way in a healthy condition.

(4) Subject to the rights, obligations, and remedies set forth in the DDA, Grantee covenants to timely perform the remaining tasks required of it in the Schedule of Performance of the DDA, as such schedule has been or may be revised or extended from time to time.

(5) Until the respective times set forth therefor in the DDA as stated below:

(a) During the Transfer Restriction Period, the Grantee shall not make any sale, transfer, conveyance or assignment of the Site or any part thereof or the buildings or structures thereon, without the prior written approval of the Grantor, except as expressly permitted by the DDA. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site, nor shall it prohibit granting any security interests permitted by paragraph (5)(b) of this Grant Deed for financing the acquisition and development of the Site.

(b) Prior to the Threshold Occupancy Satisfaction Date, the Grantee shall not pledge the Site as collateral for any loan or other financial transaction other than a loan or

Attachment No. 3

financial transaction as permitted by the DDA or as approved by the Successor Agency as provided in the DDA. The Grantee shall notify the Grantor in advance of any such conveyance for financing if the Grantee proposes to enter into the same prior to the time set forth therefor in the DDA. The Grantee shall not enter into any such conveyance for financing without prior written approval of the Grantor, which approval the Grantor agrees to give if any such conveyance is permitted by the DDA.

(6) Prior to the recordation of a Release of Construction Covenants issued by the Grantor for the Improvements to be constructed on the Site or on any part thereof:

(a) The Grantor shall have the right at its option to reenter and take possession of the Site hereby conveyed (or portion thereof) pursuant to Section 712 of the DDA with all improvements thereon, and to terminate and revest in the Grantor the Site (or portion thereof) hereby conveyed to the Grantee if:

(i) The Grantee fails to commence construction of the Project as required by the DDA for a period of 120 Days after written notice of such failure delivered to Grantee from the Grantor, provided that the Grantee shall not have obtained an extension or postponement to which the Grantee may be entitled pursuant to Section 805 thereof; or

(ii) The Grantee abandons or substantially suspends construction of the Project for a period of 120 Days, and such failure continues for a period of 60 additional Days after written notice has been given by the Grantor to the Grantee of such failure, provided that the Grantee has not obtained an extension or postponement to which the Grantee may be entitled to pursuant to Section 805 of the DDA; or

(iii) The Grantee commits a Transfer not expressly permitted under the DDA or approved in advance in writing by the Grantor, and Grantee does not cure or otherwise reverse such Transfer within 60 Days of written notice by the Grantor to Grantee;

(b) The right to reenter, repossess, terminate and revest, and the provisions below regarding the application of proceeds, shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage or deed of trust or other security interest permitted by the DDA; or

(ii) Any rights or interests provided by the DDA for the protection of the holders of such mortgages, deeds of trust, or other security interests.

(c) The right to reenter, repossess, terminate and revest shall not apply to the Site, or portions thereof, for which a Release of Construction Covenants has been issued by the Grantor and recorded.

(d) In the event title to the Site or any part thereof is revested in the Grantor as provided in this paragraph (6), the Grantor shall, pursuant to its responsibilities under State law,

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use its best efforts to resell the Site, or any part thereof, as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified party or parties (as determined by the Grantor in its sole discretion) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for such Site or part thereof in the Redevelopment Plan. Upon such resale of the Site and satisfaction of obligations owed to the holder of any mortgage, deed of trust or other security interest authorized by the DDA, the proceeds thereof shall be applied:

(i) First, to reimburse the Grantor on its own behalf and on behalf of the City for all reasonable and necessary out-of-pocket costs and expenses incurred by the Grantor and/or the City in connection with reentering, terminating and revesting and resale of all such portions of the Site, including, but not limited to, an equitable allocation of salaries of personnel employed or utilized in connection with the recapture, management and resale of the Site or part thereof based upon the percentage of working hours devoted to such recapture, management and resale of the Site or part thereof as compared to the total working hours of such personnel (but less any income derived by the Grantor from the Site or part thereof in connection with such management); all taxes, assessments and water and sewer charges incurred by the Grantor and/or the City with respect to the Site or part thereof; (any payments made or necessary to be made to discharge or to prevent from attaching or being made any encumbrances or liens due to obligations, defaults or acts of the 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 Site or part thereof; and any amounts otherwise owing the Grantor by the Grantee and its successor or transferee;

(ii) Second, to reimburse the Grantee, its successor or transferee up to the amount equal to (1) the sum of the Purchase Price Payment (as described in Section 301.2 of the DDA) paid to the Grantor by the Grantee for the Site; (2) the costs incurred for the development of the Site and for the Improvements existing on the Site at the time of the re-entry and repossession (including, without limitation, entitlement and other transaction costs incurred by the Grantee in connection with the DDA and the transactions contemplated thereby), plus Parking Structure Costs, if any, in light of the fact that the legally required parking for the Project will be provided in part within the Parking Structure, less (3) any gains or income withdrawn or made by the Grantee from the Site or the improvements thereon; and

(iii) Finally, any balance remaining after such reimbursements shall be retained by the Grantor as its sole property.

(e) To the extent that this right of reverter involves a forfeiture, it must be strictly interpreted against the Grantor, the party for whose benefit it is created. This right is to be interpreted in light of the fact that the Grantor hereby conveys the Site to the Grantee for development and not for speculation in undeveloped land.

(7) The Grantee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any part thereof, including,

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without limitation, the Market Hall of the Project, nor shall the Grantee itself or any person claiming under or through them 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 of the Site. The foregoing covenants shall run with the land.

(8) All deeds, leases or contracts made relative to the Site, 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.”

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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: “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 California 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 California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself 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 of the land.”

(9) 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 the Grantor, its successors and assigns, and the City and its successors and assigns, against the Grantee, its successors and assigns, to or of the Site conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Site or portion thereof, for the period applicable thereto under the DDA.

(10) The conditions contained in paragraph (4) of this Grant Deed shall terminate and become null and void upon Release of Construction Covenants Date. The conditions contained in paragraph (5) of this Grant Deed shall terminate and become null and void upon the respective times set forth therefor in the DDA. The conditions contained in paragraph (6) of this Grant Deed shall terminate and become null and void upon the Release of Construction Covenants Date for the Site or the applicable portion thereof. The conditions set forth in paragraphs (7) and (8) of this Grant Deed shall remain in perpetuity.

(11) In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that the Grantor 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. All covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor, and such covenants shall run in favor of the Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate.

(12) 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

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lien or charge of any mortgage or deed of trust or security interest permitted by paragraph (5)(b) of this Grant Deed; provided, however, that any subsequent owner of the Site 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.

(13) 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 the Grantee or the Grantor in respect to said Site or any part thereof after this conveyance of said Site shall be deemed to be merged with this Grant Deed until such time as a Release of Construction Covenants issued by the Grantor is recorded for the Site, or such part thereof, conveyed hereby.

(14) Subject to the limitations set forth in this Grant Deed, 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, provided that the foregoing shall not limit Grantor's rights with respect to the covenant and condition contained in paragraph (6) of this Grant Deed exercised in accordance with the terms of the DDA.

(15) In the event there is a conflict between the provisions of this Grant Deed and the Agreement, it is the intent of the parties hereto and their successors in interest that the Agreement shall control.

(16) This Grant Deed may be executed and recorded in two or more counterparts, each of which shall be considered for all purposes a fully binding agreement between the parties.

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 20_____.

“GRANTOR”

SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency

Date: _____

By: _____
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Assistant Executive Director

ATTEST:

By: _____
Jeremy Green
Secretary

APPROVED AS TO FORM:

By: _____
Carol Schwab
Successor Agency General Counsel

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

[Signatures Continue on Following Page]

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

“GRANTEE”

CULVER PUBLIC MARKET, LLC,
a Delaware limited liability company

By: Regency Centers, L.P.,
a Delaware limited partnership,
its Managing Member

By: Regency Centers Corporation,
a Florida corporation,
its General Partner

Date: _____

By: _____
Name: John Nahas
Vice President, Investments

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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 _____)

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 _____

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 _____)

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 _____

Attachment No. 3

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

Exhibit A

Legal Description Site A

Land situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1: APNS: 4231-002-901, 902, 905 AND 906

LOTS 1 THROUGH 7 INCLUSIVE AND LOTS 16 AND 17 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: APN: 4231-002-903

LOT 8 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: APN: 4231-002-904

LOTS 9 AND 10 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: APN: 4231-002-909

LOTS 18 AND 19 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: APN: 4231-002-907

LOTS 20 AND 21 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: APN: 4231-002-908

THAT PORTION OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

PARCEL 7: APN: 4231-002-900 (PORTION)

THE NORTHERLY 49.95 FEET OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8: APN: 4231-002-900 (REMAINDER PORTION)

LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGE 26, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE NORTHWESTERLY 49.95 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

Legal Description Site B:

Situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 96, 97 AND 98, EAST OCEAN PARK TRACT, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 6, PAGES 82 AND 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOTS 96, 97 AND 98 DISTANT NORTHWESTERLY THEREON 140.78 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 96, A DISTANCE OF 120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98 A DISTANCE OF 177.85 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF WASHINGTON BOULEVARD, 100 FEET WIDE; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF WASHINGTON BOULEVARD 25.00 FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98, A DISTANCE OF 188.40 FEET, MORE OR LESS, TO A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 AND PASSING THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 A DISTANCE OF 22.67 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT ANY PORTION LYING WITHIN THE LAND DESCRIBED IN THE DEED RECORDED JUNE 29, 1950 INSTRUMENT NO. 1118, IN BOOK 33535, PAGE 381 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 2:

THOSE PORTIONS OF LOTS 96, 97, AND 98 OF THE EAST OCEAN PARK TRACT, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 6, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DRAWN THROUGH A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 96, SAID LINE BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 96 AND DISTANT 140.78 FEET MEASURED NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 96, 97 AND 98 FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98 AND LYING SOUTHWESTERLY OF A LINE WHICH IS DISTANT 120 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTHWESTERLY LINES OF SAID LOTS 96, 97 AND 98.

APN(S): 4232-009-900 (AFFECTS: PARCEL 1) AND 4232-009-901 (AFFECTS: PARCEL 2)

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ATTACHMENT NO. 7

GUARANTY

[behind this page]

GUARANTY

This Guaranty (this “**Guaranty**”) is made and entered into by REGENCY CENTERS CORPORATION, a Florida corporation (the “**Guarantor**”), to and for the benefit of the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency (the “**Successor Agency**”), and its successors and assigns, effective as of _____, 20_____.

RECITALS

A. CULVER PUBLIC MARKET, LLC, a Delaware limited liability company (the “**Developer**”) and the Successor Agency entered into that certain Disposition and Development Agreement, dated as of _____, 2018 (the “**DDA**”). All of the terms and provisions of the DDA are fully incorporated herein by this reference as though fully set forth herein. The “**DDA**” as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA.

B. The Guarantor is an affiliate of the Developer, and it will directly benefit should the Developer acquire title to and develop the Site in the manner and in accordance with the terms of the DDA. The Guarantor acknowledges that this Guaranty is required by the Successor Agency as a condition precedent and as an inducement to the Successor Agency to convey by Grant Deed title to the Site to the Developer and to carry out its obligations in accordance with the terms of the DDA.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration given by the Successor Agency to the Developer and the Guarantor, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of and to induce the Successor Agency to execute and deliver the Grant Deed, and to perform its obligations under the DDA, the Guarantor does hereby irrevocably warrant, guarantee and agree, as follows:

1. The Guarantor acknowledges receipt of a copy of the DDA and all of the instruments described therein and/or attached thereto.

2. If for any reason, other than acts or omissions of the Successor Agency, the Developer should fail to perform any of its construction obligations under the DDA (in accordance with the Schedule of Performance therefor, which has been or may be revised or extended from time to time) including, without limitation, failure to complete its construction of the Project on or before the date required by the DDA in all respects and in accordance with and in the manner set forth in the DDA and the approved plans and specifications (which obligations are hereinafter referred to collectively as the “**Performance Obligations**”), then the Successor Agency, at its option, and upon 30 calendar days’ prior written notice to the Guarantor, shall have the right to call upon the Guarantor, and the Guarantor shall assume each and all of the outstanding obligations of the Developer constituting the Performance Obligations and shall promptly commence and diligently prosecute to completion all such Performance Obligations in accordance with the terms of the DDA.

3. If for any reason, other than acts or omissions of the Successor Agency, the Developer fails to pay any amounts for which the Developer may become liable under the DDA, including, without limitation, the payment of any payments due from the Developer to the

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Successor Agency under the DDA prior to the Release of Construction Covenants Date (which obligations are collectively and hereinafter referred to as the “**Payment Obligations**”), then the Successor Agency, at its option, and upon 30 calendar days’ prior written notice to the Guarantor, shall call upon the Guarantor, and the Guarantor shall assume each and all of the outstanding financial obligations of the Developer constituting the Payment Obligations, and promptly pay each and all of the outstanding balances of the Payment Obligations in accordance with the terms of the DDA as they become due and payable.

4. The Guarantor’s performance of the Performance Obligations may be excused during periods of delay caused by the Successor Agency or by the occurrence of events described in Section 805 of the DDA.

5. To the full extent of the Developer’s responsibility therefor under the DDA, the Guarantor shall pay and discharge all mechanic’s and materialmen’s liens or claims therefor imposed against the Site and/or the Project.

6. This Guaranty is a present, absolute and continuing Guaranty during the term hereof as set forth in Section 16 below; the Successor Agency’s conveyance by Grant Deed of title to the Site to the Developer shall conclusively evidence the reliance by the Successor Agency upon this Guaranty and the obligations and agreements of the Guarantor as set forth herein.

7. The Guarantor waives (i) any right to require that any action be brought against the Developer or any other person or to require that resort be first had to any security for the performance of the Developer’s obligations prior to the enforcement of this Guaranty by the Successor Agency, and (ii) any right to pursue any remedy in the Developer’s power whatsoever, and if any right of action shall accrue to the Successor Agency by reason of the failure of the Developer to perform any of the Performance Obligations or pay any of the Payment Obligations required of the Developer pursuant to the DDA then, unless such default shall be cured by the Guarantor as aforesaid, the Successor Agency, at its election, may proceed against (A) the Guarantor, together with the Developer, (B) the Guarantor and the Developer, severally, or (C) the Guarantor only, in each case, without having commenced any action or having obtained any judgment against the Developer and whether or not the Developer is a party in any such action.

8. The obligations of the Guarantor shall not be discharged, impaired or otherwise affected by (i) any sale, transfer, assignment, pledge, surrender, indulgence, forbearance, alteration, substitution, exchange, change in, amendment, revision, modification or other disposition of the DDA, the Site or any portion thereof, and/or the Project, (ii) the acceptance by the Successor Agency of any security for or other guarantors with respect to the Performance Obligations and/or the Payment Obligations guaranteed hereunder (collectively, the “**Guaranteed Obligations**”), (iii) any failure, negligence or omission on the part of the Successor Agency to enforce the terms of the DDA or otherwise protect the Site and/or the Project, or (iv) the release by the Successor Agency of any security for the performance of the Guaranteed Obligations or the release by the Successor Agency of any person (including any other guarantor) from liability for the Guaranteed Obligations; it being expressly understood and agreed that the undertakings, liabilities and obligations of the Guarantor shall not be affected, discharged, impaired or varied by any act, omission or circumstance whatsoever (whether or not specifically enumerated herein) except the due and punctual performance of the Guaranteed Obligations.

9. The Guarantor hereby expressly waives (i) notice of acceptance of this Guaranty, (ii) all notices to which the Guarantor might otherwise be entitled, except as required herein, (iii)

any defense arising (A) by reason of any disability of the Developer or (B) by reason of the cessation from any cause whatsoever (except a defense available to the Developer under the DDA) of the liability of the Developer other than full performance of the Guaranteed Obligations, (iv) diligence in enforcement and any and all formalities which might otherwise be legally required to charge the Guarantor with liability, and (v) all diligence in collection or protection and all presentment, demand, protest and notice of protest, notice of dishonor and notice of default.

10. In the event that the Guarantor should fail to fully perform the Guaranteed Obligations promptly as herein provided, the Successor Agency shall have the following remedies:

(a) at its option and without any obligation so to do, but upon 30 calendar days' prior written notice to the Guarantor, proceed to perform and/or pay on behalf of the Guarantor any and all of the Guaranteed Obligations, and the Guarantor shall, upon demand, pay to the Successor Agency all such sums expended by the Successor Agency in such performance on behalf of the Guarantor; and

(b) from time to time and without first requiring full performance of any of the Guaranteed Obligations by the Developer and without being required to exhaust any or all security held by the Successor Agency, to require (subject to Section 4 hereof) performance by the Guarantor of all of the Guaranteed Obligations (or any part thereof) pursuant to the terms hereof, by action at law or in equity or both, and further to collect in any such action compensation for all loss, cost, damage, injury and expense sustained or incurred by the Successor Agency as a consequence of such breach.

11. This Guaranty is a guarantee of the performance and payment of certain obligations contained and provided for herein by the Guarantor, and the Guarantor shall be personally liable for any claims by the Successor Agency against the Developer with respect to the Guaranteed Obligations. Nothing contained herein shall limit or otherwise impair the Guarantor's obligation to pay to the Successor Agency, upon demand, all actual, reasonable, out-of-pocket fees and costs (including, without limitation, attorneys' fees and disbursements) incurred by the Successor Agency in instituting and/or maintaining any action for damages against the Guarantor pursuant to the terms of this Guaranty.

12. As of the date of execution of this Guaranty, (i) the Guarantor warrants that it has full authority to execute this Guaranty and comply with its terms, and (ii) the Guarantor declares to and covenants with the Successor Agency and its successors and assigns, that the Guarantor knows of no defense whatsoever to any action, suit or proceeding, at law or otherwise, that may be instituted on this Guaranty.

13. No failure on the part of the Successor Agency to pursue any remedy hereunder or under the DDA shall constitute a waiver on its part of the right to pursue said remedy on the basis of the same or a subsequent breach.

14. The Guarantor, individually and collectively, shall promptly advise the Successor Agency in writing of any material adverse change in its business or financial condition.

15. Until the Guaranteed Obligations have been performed in full, the Guarantor shall have no right of subrogation, and hereby waives any right to enforce any remedy that the Successor Agency now has or may hereafter have against the Developer and waives the benefit of, and any right to participate in, any security now or hereafter held by the Successor Agency

from the Developer, except to the extent such security remains after full performance of the Guaranteed Obligations.

16. This Guaranty shall terminate upon the later of (i) the Release of Construction Covenants Date, and (ii) the date of full payment by the Developer of the financial obligations constituting the Payment Obligations accrued through the Release of Construction Covenants Date.

17. This Guaranty shall be binding upon the Guarantor and its successors and assigns.

18. Each reference herein to "Successor Agency" shall be deemed to include the Successor Agency and each of its successors and assigns, and all of the provisions of this Guaranty shall run in favor of said named Successor Agency and its said successors and assigns.

19. The Guarantor agrees that it shall reimburse the Successor Agency for all actual, reasonable, out-of-pocket expenses, including reasonable attorneys' fees (including the reasonable value of the services of in-house counsel), incurred by the Successor Agency in enforcing the Developer's performance of the Guaranteed Obligations or incurred by the Successor Agency in the enforcement of this Guaranty. Any sums required to be paid by the Guarantor to the Successor Agency pursuant to the terms hereof shall bear interest at the rate of 3% over the Bank of America reference rate (up to the maximum rate permitted by law) on the due date from the date said sums shall be due to the Successor Agency until the same shall have been paid in full.

20. This Guaranty shall be governed by and construed in accordance with the laws of the State of California.

21. In addition to any other rights or remedies, the parties hereto may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Guaranty. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court of that county, or in the Federal District Court in the Central District of California. Notwithstanding anything herein, no party, however, shall have any right to indirect or consequential or punitive damages against another, and each party hereby waives the right to claim the same against the other.

22. In the event that any legal action is commenced by the Guarantor against the Successor Agency, service of process on the Successor Agency shall be made by personal service upon the Executive Director of the Successor Agency, or in such other manner as may be provided by law. In the event that such legal action is commenced by the Successor Agency against the Guarantor, service of process on the Guarantor shall be made by personal service upon the registered agent in California for the Guarantor and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

23. Time is of the essence of every part hereof.

24. If any term, provision, covenant or condition hereof or any application thereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants and conditions hereof, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Attachment No. 3

25. This Guaranty may be executed by the parties hereto in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument. The parties specifically agree that signatures on this Guaranty transmitted electronically or by facsimile shall be legally binding and that each party is entitled and authorized to rely on such electronic or facsimile signature of the other parties hereon as if it were an original signature. Original signatures of the Guarantor shall also be provided to the Successor Agency for its records.

[Signatures on Following Page]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the date first above written.

“GUARANTOR”

REGENCY CENTERS CORPORATION,
a Florida corporation

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

[Signatures Continue on Following Page]

Attachment No. 3

The Successor Agency hereby accepts this Guaranty in accordance with the terms and conditions contained herein.

“SUCCESSOR AGENCY”

SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency

Date: _____

By: _____
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Assistant Executive Director

ATTEST:

By: _____
Jeremy Green
Secretary

APPROVED AS TO FORM:

By: _____
Carol Schwab
Successor Agency General Counsel

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

Attachment No. 3

ATTACHMENT NO. 8

ASSIGNMENT OF CONSTRUCTION CONTRACT

[behind this page]

ASSIGNMENT OF CONSTRUCTION CONTRACT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CULVER PUBLIC MARKET, LLC, a Delaware limited liability company (the “**Developer**”), as additional security for its obligations under that certain Disposition and Development Agreement (the “**DDA**”), dated _____, 2018, to which the Developer and the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency (the “**Successor Agency**”), are parties, effective upon the “**Effective Date**” (as defined below), hereby assigns to the Successor Agency all of the Developer’s rights, title and interest, but not its obligations, in, under and to a construction contract between the Developer and _____, a _____ (the “**Contractor**”) dated _____, 20____ upon the following terms and condition set forth herein. “**DDA**” as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA. The DDA is hereby incorporated herein by this reference.

A. Pursuant to the DDA, the Developer intends to construct certain Improvements on that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (the “**Site**”).

B. As a requirement of the DDA and in order to protect the Successor Agency’s right in the event that the Site reverts to the Successor Agency, the Successor Agency has required that the Developer execute and deliver this Assignment of Construction Contract (this “**Assignment**”) to the Successor Agency as security for the performance of the Developer’s obligations under the DDA. All of the terms and agreements contained in this Assignment shall be binding upon the Developer and the Developer’s successors and assigns.

NOW THEREFORE, the Developer hereby agrees, for itself and its successors and assigns, as follows:

1. (a) The Developer agrees to obtain and deliver to the Successor Agency, concurrently with delivery of this Assignment, a Consent to Assignment of Construction Contract from the Contractor substantially in the form attached hereto as Exhibit B and incorporated herein by this reference (the “**Consent**”).

(b) This Assignment and the Consent do not relieve the Developer of its obligations under the Construction Contract. The Successor Agency does not hereby assume any of the Developer’s obligations or duties concerning any Construction Contract including, without limitation, any obligation to pay for the work done pursuant thereto.

2. Effective upon the date on which the Successor Agency acquires fee simple title to the Site pursuant to the exercise of its right of reverter under Section 712 of the DDA (the “**Effective Date**”), the Developer hereby assigns, conveys and transfers to the Successor

Attachment No. 3

Agency, as security for the Developer's obligations under the DDA, all of the Developer's rights, title, interest, privilege, benefit and remedies in, to and under the following:

(a) the construction contract and any other agreements with the Contractor listed in Exhibit C attached hereto and incorporated herein by this reference (collectively, the "**Construction Contract**"); and

(b) all other agreements now or hereafter entered into by the Developer with the Contractor in connection with construction of the Improvements; and

(c) any and all present and future amendments, modifications, supplements, change orders and addenda to any of the items described in clauses (a) and (b) above.

A complete copy of each document listed on Exhibit C shall be provided to the Successor Agency concurrently with delivery of this Assignment. Each of the agreements described above in this Section 2 is referred to herein as an "**Agreement**".

3. Upon the occurrence of an Event of Default by the Developer under the DDA resulting in the Successor Agency's acquisition of fee simple title to the Site pursuant to the exercise of its right of reverter under Section 712 of the DDA, the Successor Agency may, at its option and with no obligation, upon written notice to the Contractor, exercise any or all of the rights and remedies granted to the Developer under the Construction Contract as if the Successor Agency had been an original party to such Construction Contract. The Successor Agency may elect to assume the obligations of the Developer under the Construction Contract by giving notice to that effect to the Contractor; provided, however, that the Successor Agency shall not be responsible for any default, liability, or obligation of the Developer under the Construction Contract occurring prior to the time that the Successor Agency gives such notice to the Contractor.

4. Intentionally Omitted.

5. The Developer hereby represents and warrants to the Successor Agency that, except for any assignment as may be required by the Construction Lender, the Developer has not made any previous assignment of the Construction Contract, and the Developer agrees not to assign, sell, pledge, transfer or otherwise encumber its interest in the Construction Contract so long as this Assignment is in effect, except for any assignment, sale, pledge, transfer, mortgage, or other encumbrance that is (i) subject and subordinate to the Successor Agency's rights under this Assignment, (ii) consented to by the Successor Agency, such consent not to be reasonably withheld, conditioned, or delayed, or (iii) made in connection with a Transfer that is otherwise permitted in the DDA.

6. If any provision of this Assignment shall be invalid, illegal or unenforceable, then it shall not affect or impair the validity, legality and enforceability of the other provisions of this Assignment or of the DDA. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by

Attachment No. 3

the party against whom enforcement of the waiver, amendment, change, or modification is sought.

7. The Developer shall indemnify and hold harmless the Successor Agency against any liabilities, claims, costs or expenses, including reasonable attorneys' fees, accruing under the Construction Contract prior to the Effective Date. The Developer shall be released from all liability under the Construction Contract from and after the Effective Date. The indemnities contained in this Section 7 shall not extend to any actions, suits, claims, demands, liabilities, losses, damages, obligations, costs or expenses caused to the extent arising from the acts or omissions of the indemnified party.

8. This Assignment shall be binding upon the Developer and the Successor Agency, and their respective successors, legal representatives and assigns, and shall inure to the benefit of the Successor Agency and the Developer, and their respective successors, legal representatives, and assigns.

9. Upon the due recordation of a Release of Construction Covenants in accordance with the DDA, this Assignment shall automatically terminate.

10. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Developer has caused this Assignment to be executed as of the date first set forth above.

“DEVELOPER”

CULVER PUBLIC MARKET, LLC,
a Delaware limited liability company

By: Regency Centers, L.P.,
a Delaware limited partnership,
its Managing Member

By: Regency Centers Corporation,
a Florida corporation,
its General Partner

Date: _____

By: _____
Name: John Nahas
Vice President, Investments

[Signatures Continue on Following Page]

“SUCCESSOR AGENCY”

SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency

Date: _____

By: _____

John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____

Sol Blumenfeld
Assistant Executive Director

ATTEST:

By: _____

Jeremy Green
Secretary

APPROVED AS TO FORM:

By: _____

Carol Schwab
Successor Agency General Counsel

By: _____

KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

Exhibit A

Legal Description Site A

Land situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1: APNS: 4231-002-901, 902, 905 AND 906

LOTS 1 THROUGH 7 INCLUSIVE AND LOTS 16 AND 17 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: APN: 4231-002-903

LOT 8 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: APN: 4231-002-904

LOTS 9 AND 10 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: APN: 4231-002-909

LOTS 18 AND 19 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: APN: 4231-002-907

LOTS 20 AND 21 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: APN: 4231-002-908

THAT PORTION OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF

Attachment No. 3

SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

PARCEL 7: APN: 4231-002-900 (PORTION)

THE NORTHERLY 49.95 FEET OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8: APN: 4231-002-900 (REMAINDER PORTION)

LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGE 26, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE NORTHWESTERLY 49.95 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

Legal Description Site B:

Situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 96, 97 AND 98, EAST OCEAN PARK TRACT, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 6, PAGES 82 AND 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOTS 96, 97 AND 98 DISTANT NORTHWESTERLY THEREON 140.78 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 96, A DISTANCE OF 120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98 A DISTANCE OF 177.85 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF WASHINGTON BOULEVARD, 100 FEET WIDE; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF WASHINGTON BOULEVARD 25.00 FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98, A DISTANCE OF 188.40 FEET, MORE OR LESS, TO A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 AND PASSING THROUGH THE

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TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 A DISTANCE OF 22.67 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT ANY PORTION LYING WITHIN THE LAND DESCRIBED IN THE DEED RECORDED JUNE 29, 1950 INSTRUMENT NO. 1118, IN BOOK 33535, PAGE 381 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 2:

THOSE PORTIONS OF LOTS 96, 97, AND 98 OF THE EAST OCEAN PARK TRACT, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 6, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DRAWN THROUGH A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 96, SAID LINE BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 96 AND DISTANT 140.78 FEET MEASURED NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 96, 97 AND 98 FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98 AND LYING SOUTHWESTERLY OF A LINE WHICH IS DISTANT 120 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTHWESTERLY LINES OF SAID LOTS 96, 97 AND 98.

APN(S): 4232-009-900 (AFFECTS: PARCEL 1) AND 4232-009-901 (AFFECTS: PARCEL 2)

EXHIBIT B

CONSENT TO ASSIGNMENT OF CONSTRUCTION CONTRACT

[behind this page]

CONSENT TO ASSIGNMENT OF CONSTRUCTION CONTRACT

The undersigned hereby consents to that certain Assignment of Construction Contract (the “Assignment”) dated as of even date herewith, executed by CULVER PUBLIC MARKET, LLC, a Delaware limited liability company (the “Developer”) for the benefit of the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency (the “Successor Agency”), and agrees to perform pursuant to the terms and conditions of the undersigned’s Construction Contract and/or Agreement with the Developer described in Exhibit C attached to the Assignment. If requested by the Successor Agency in the exercise of its rights under the Assignment, the undersigned shall continue to perform its obligations under its Construction Contract and/or Agreement for which the undersigned shall be compensated in accordance with such document. The undersigned agrees that, upon request by the Successor Agency, the undersigned shall provide a complete list of all of its subcontractors in connection with work for or on the Site done or to be done pursuant to the DDA and shall cooperate to provide and permit access to the Successor Agency or its agents for inspection of the Site and the work in process. The undersigned also agrees that, in the event of a breach by the Developer of any of the terms and conditions of said Construction Contract and/or Agreement which is not cured by the Developer within the applicable notice and cure periods set forth in the Construction Contract, the undersigned will give prompt written notice of such breach to the Successor Agency at the Successor Agency’s address set forth below. The Successor Agency shall have 60 calendar days from the receipt of such notice of default to remedy or cure said default; provided, however, that neither the Assignment nor this Consent shall require the Successor Agency to cure said default, but the Successor Agency shall, in its sole discretion, have the option to do so but without the obligation therefor. The undersigned acknowledges that the Successor Agency is relying on this Consent and the assurances herein in approving the DDA and that this Consent shall also be for the benefit of and bind any assignee or successors of the Successor Agency and the undersigned. All capitalized terms used in this Consent shall have the same meaning as in the Assignment. The Construction Contract and/or Agreement between the Developer and the undersigned is in full force and effect as of the date hereof.

Dated as of _____, 20____ _____,
a _____

By: _____
Name: _____
Title: _____

Contractor’s Address: _____

Attachment No. 3

Successor Agency's Address:

SUCCESSOR AGENCY TO THE CULVER
CITY REDEVELOPMENT AGENCY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Assistant Executive Director

EXHIBIT C

LIST OF CONSTRUCTION CONTRACTS

[behind this page]

Attachment No. 3

ATTACHMENT NO. 9

ASSIGNMENT OF PLANS, REPORTS AND DATA

[behind this page]

Attachment No. 9

ASSIGNMENT OF PLANS, REPORTS, AGREEMENTS, AND DATA

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, CULVER PUBLIC MARKET, LLC, a Delaware limited liability company (the “**Developer**”), effective upon the “Effective Date” (as defined below), does hereby, pursuant to this Assignment of Plans, Reports, Agreements, and Data (this “**Assignment**”), to the extent assignable, assign, pledge, transfer and set over to the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency (the “**Successor Agency**”), all of its rights, title and interest in and to the following (collectively, the “**Plans, Reports, Agreements, and Data**”): any and all plans, drawings, studies, reports and related documents concerning that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (the “**Site**”), and all amendments, modifications, supplements, general conditions and addenda thereto, including, without limitation, Environmental Reports, all architectural and engineering plans, any architect’s agreement entered into hereafter (the “**Architect’s Agreement**”) by and between the Developer and any architect engaged to perform services with respect to the Site (the “**Architect**”) and those certain plans and specifications referred to therein, and all amendments, modifications, supplements, general conditions and addenda thereto (collectively, the “**Architectural Plans**”) prepared by the Architect for the account of the Developer in connection with the development of certain real property located on the Site. The Plans, Reports, Agreements, and Data, including, without limitation, the Architect’s Agreement and the Architectural Plans, are hereby assigned as consideration for the Successor Agency’s execution of that certain Disposition and Development Agreement (the “**DDA**”), dated [_____] [*INSERT DATE OF DDA*] and entered into by and between the Developer and the Successor Agency. “DDA” as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning as set forth in the DDA. The DDA is hereby incorporated herein by this reference. For purposes hereof, “**Environmental Reports**” means any “Phase I” and/or “Phase II” investigations of the Property, and all final reports and test results (not including drafts) provided by the Developer’s environmental consultant.

The “**Effective Date**” shall be the date upon which the Successor Agency acquires fee simple title to the Site from the Developer pursuant to the Successor Agency’s exercise of its right of reverter under Section 712 of the DDA. Effective upon the Effective Date, the Successor Agency shall have the right, but not the obligation, at any time to take such action as the Successor Agency may at any time or from time to time determine to be necessary or desirable in order to cure any default by the Developer under the Architect’s Agreement, including, without limitation, the protection of the Developer’s rights with respect to the Architectural Plans or to protect the rights of the Developer thereunder. The Developer shall indemnify and hold harmless the Successor Agency against any liabilities, claims, costs or expenses, including reasonable attorneys’ fees, accruing under the Architect’s Agreements prior to the Effective

Date. The Developer shall be released from all liability under the Architect's Agreements from and after the Effective Date. The indemnities contained in this paragraph shall not extend to any actions, suits, claims, demands, liabilities, losses, damages, obligations, costs or expenses caused to the extent arising from the acts or omissions of the indemnified party. The Developer agrees to have each Architect engaged to perform services in connection with the Site execute a Consent in the form attached hereto.

Upon the Effective Date, the Successor Agency may exercise its rights hereunder and take possession of and title to the Plans, Reports, Agreements, and Data. The Developer shall deliver possession of and title to the Plans, Reports, Agreements, and Data to the Successor Agency promptly upon the Successor Agency's written request. The Successor Agency hereby acknowledges and agrees that any Plans, Reports, Agreements, and Data which are assigned to the Successor Agency (or its successors or assigns) pursuant to this Assignment shall be strictly on an "as is, with all faults" basis, and the Successor Agency hereby acknowledges and agrees that the Developer shall not be deemed to have made any representation or warranty whatsoever as to the quality, accuracy, utility, or compliance with law of the Plans, Reports, Agreements, and Data, and the Successor Agency (and its successors and assigns) shall utilize and/or rely on any of the Plans, Reports, Agreements, and Data at its sole risk.

The Developer and the Architect, by executing the Consent to this Assignment, agree that the Successor Agency does not assume any of the Developer's obligations or duties concerning the Architect's Agreement and the Architectural Plans, including, without limitation, the obligation to pay for the preparation of the Architect's Agreement and the Architectural Plans, until and unless the Effective Date has occurred.

The Developer hereby represents and warrants to the Successor Agency that, except for any assignment as may be required by the Construction Lender, no previous assignment of its interest in the Plans, Reports, Agreements, and Data, including, without limitation, the Architect's Agreement and the Architectural Plans, has been made, and the Developer agrees not to assign, sell, pledge, transfer, mortgage or otherwise encumber its interest in the Plans, Reports, Agreements, and Data, including, without limitation, the Architect's Agreement and the Architectural Plans, so long as this Assignment is in effect, except for any assignment, sale, pledge, transfer, mortgage, or other encumbrance that is (i) subject and subordinate to the Successor Agency's rights under this Assignment, (ii) consented to by the Successor Agency, such consent not to be reasonably withheld, conditioned, or delayed, or (iii) made in connection with a Transfer that is permitted pursuant to the DDA.

Upon the due recordation of a Release of Construction Covenants in accordance with the DDA, this Assignment shall automatically terminate.

This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, or successors in interest of the Developer and the Successor Agency.

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Developer has caused this Assignment of Plans, Reports, Agreements, and Data to be executed as of _____, 20____.

“DEVELOPER”

CULVER PUBLIC MARKET, LLC,
a Delaware limited liability company

By: Regency Centers, L.P.,
a Delaware limited partnership,
its Managing Member

By: Regency Centers Corporation,
a Florida corporation,
its General Partner

Date: _____

By: _____
Name: John Nahas
Vice President, Investments

CONSENT

The undersigned has prepared or will prepare the Architectural Plans and hereby consents to the above Assignment. The undersigned also agrees that in the event of a breach by the Developer of any of the terms and conditions of the Architect's Agreement or any other agreement entered into with the undersigned in connection with the Architectural Plans, that so long as the Developer's interest in the Architectural Plans is assigned to the Successor Agency, the undersigned shall give written notice to the Successor Agency of such breach. The Successor Agency shall have 60 calendar days from the receipt of such notice of default to remedy or cure said default; however, nothing herein shall require or obligate the Successor Agency to cure said default, but only gives it the option to do so.

The undersigned also agrees that in the event of default by the Developer under any of the documents or instruments entered into in connection with said Architect's Agreement, the undersigned, at the Successor Agency's request, shall continue performance under the Architect's Agreement in accordance with the terms hereof, provided that the undersigned shall be reimbursed in accordance with the Architect's Agreement for all services rendered on the Successor Agency's behalf.

Dated: _____

ARCHITECT:

By: _____

Name: _____

Title: _____

Attachment No. 3

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

Exhibit A

Legal Description Site A

Land situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1: APNS: 4231-002-901, 902, 905 AND 906

LOTS 1 THROUGH 7 INCLUSIVE AND LOTS 16 AND 17 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: APN: 4231-002-903

LOT 8 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3: APN: 4231-002-904

LOTS 9 AND 10 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: APN: 4231-002-909

LOTS 18 AND 19 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: APN: 4231-002-907

LOTS 20 AND 21 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: APN: 4231-002-908

THAT PORTION OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

Attachment No. 3

PARCEL 7: APN: 4231-002-900 (PORTION)

THE NORTHERLY 49.95 FEET OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8: APN: 4231-002-900 (REMAINDER PORTION)

LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGE 26, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE NORTHWESTERLY 49.95 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

Legal Description Site B:

Situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

THOSE PORTIONS OF LOTS 96, 97 AND 98, EAST OCEAN PARK TRACT, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 6, PAGES 82 AND 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOTS 96, 97 AND 98 DISTANT NORTHWESTERLY THEREON 140.78 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 96, A DISTANCE OF 120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98 A DISTANCE OF 177.85 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF WASHINGTON BOULEVARD, 100 FEET WIDE; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF WASHINGTON BOULEVARD 25.00 FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98, A DISTANCE OF 188.40 FEET, MORE OR LESS, TO A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 AND PASSING THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 A DISTANCE OF 22.67 FEET TO THE TRUE POINT OF

Attachment No. 3

BEGINNING. EXCEPT ANY PORTION LYING WITHIN THE LAND DESCRIBED IN THE DEED RECORDED JUNE 29, 1950 INSTRUMENT NO. 1118, IN BOOK 33535, PAGE 381 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 2:

THOSE PORTIONS OF LOTS 96, 97, AND 98 OF THE EAST OCEAN PARK TRACT, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 6, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DRAWN THROUGH A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 96, SAID LINE BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 96 AND DISTANT 140.78 FEET MEASURED NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 96, 97 AND 98 FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98 AND LYING SOUTHWESTERLY OF A LINE WHICH IS DISTANT 120 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTHWESTERLY LINES OF SAID LOTS 96, 97 AND 98.

APN(S): 4232-009-900 (AFFECTS: PARCEL 1) AND 4232-009-901 (AFFECTS: PARCEL 2)

Attachment No. 3

ATTACHMENT NO. 10

MEMORANDUM OF RIGHT OF FIRST OFFER

[behind this page]

OFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Community Development Director

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Numbers:

MEMORANDUM OF RIGHT OF FIRST OFFER

This Memorandum of Right of First Offer (this “**Memorandum**”), dated as of _____, 20____, is entered into by and between the CITY OF CULVER CITY, a charter city of the State of California (the “**City**”), and CULVER PUBLIC MARKET, LLC, a Delaware limited liability company (the “**Developer**”), relating to that certain real property located in the City of Culver City, County of Los Angeles, State of California and legally described in Exhibit A attached hereto and incorporated herein by this reference (the “**Site**”).

Pursuant to Sections 600 through 602 of that certain Disposition and Development Agreement, dated [_____] [*INSERT DATE OF DDA*], by and between the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency, and the Developer (the “**DDA**”), the Developer granted to the City the right of first offer to purchase the Site, and any portion thereof, at a price and under the terms and conditions described in detail in the DDA, the terms of which bind the heirs, successors, and assigns of the Developer. The right of first offer referenced in the immediately preceding sentence shall expire on the applicable date set forth therefor in Section 601.4 of the DDA, but no later than [_____] [*INSERT DATE WHICH IS 5 YEARS FROM THE EFFECTIVE DATE OF DDA*].

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first written above.

“DEVELOPER”

CULVER PUBLIC MARKET, LLC,
a Delaware limited liability company

By: Regency Centers, L.P.,
a Delaware limited partnership,
its Managing Member

By: Regency Centers Corporation,
a Florida corporation,
its General Partner

Date: _____

By: _____

Name: John Nahas
Vice President, Investments

[signatures conclude on following page]

“CITY”

CITY OF CULVER CITY, a California municipal corporation

Date: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

Attachment No. 3

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 _____

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 _____

EXHIBIT A

LEGAL DESCRIPTION

[behind this page]

Exhibit A

Legal Description Site A

Land situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

PARCEL 1: APNS: 4231-002-901, 902, 905 AND 906

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PARCEL 2: APN: 4231-002-903

LOT 8 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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LOTS 9 AND 10 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: APN: 4231-002-909

LOTS 18 AND 19 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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LOTS 20 AND 21 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: APN: 4231-002-908

THAT PORTION OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY

Attachment No. 3

RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTH 32° 23' 15" WEST 10.58 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 57° 29' 32" WEST 69.89 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT NORTH 84° 29' 45" EAST 55.05 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT.

PARCEL 7: APN: 4231-002-900 (PORTION)

THE NORTHERLY 49.95 FEET OF LOT 39 OF TRACT NO. 7863, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 26 AND 27, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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EXCEPTING THE NORTHWESTERLY 49.95 FEET THEREOF.

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BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOTS 96, 97 AND 98 DISTANT NORTHWESTERLY THEREON 140.78 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 96, A DISTANCE OF

Attachment No. 3

120.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98 A DISTANCE OF 177.85 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF WASHINGTON BOULEVARD, 100 FEET WIDE; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF WASHINGTON BOULEVARD 25.00 FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOTS 96, 97 AND 98, A DISTANCE OF 188.40 FEET, MORE OR LESS, TO A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 AND PASSING THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 96 A DISTANCE OF 22.67 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT ANY PORTION LYING WITHIN THE LAND DESCRIBED IN THE DEED RECORDED JUNE 29, 1950 INSTRUMENT NO. 1118, IN BOOK 33535, PAGE 381 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER.

PARCEL 2:

THOSE PORTIONS OF LOTS 96, 97, AND 98 OF THE EAST OCEAN PARK TRACT, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 6, PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DRAWN THROUGH A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 96, SAID LINE BEING PARALLEL TO THE SOUTH LINE OF SAID LOT 96 AND DISTANT 140.78 FEET MEASURED NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 96, 97 AND 98 FROM THE SOUTHWESTERLY CORNER OF SAID LOT 98 AND LYING SOUTHWESTERLY OF A LINE WHICH IS DISTANT 120 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTHWESTERLY LINES OF SAID LOTS 96, 97 AND 98.

APN(S): 4232-009-900 (AFFECTS: PARCEL 1) AND 4232-009-901 (AFFECTS: PARCEL 2)

Attachment No. 3

ATTACHMENT NO. 11
DEVELOPER'S PRO FORMA

[behind this page]

ATTACHMENT NO. 11 - DEVELOPER'S PRO FORMA

Attachment No. 3

Culver City Market Hall
Culver City, CA

NOI \$1,578,377
NOI Yield 7.20%

Executive Summary

Costs Summary	Amount	\$/SF GLA	% of TPC
Land Costs			
Land	\$1,289,877	\$45	5.9%
Total Pad Sales	0	\$0	0.0%
Ground Rent Payments	0	\$0	0.0%
Total Land Costs	\$1,289,877	\$45	5.9%
Hard Costs			
Sitework	\$10,749,134	\$378	49.0%
Sitework Reimbursements	(6,600,000)	(\$232)	-30.1%
Total Site Costs	\$4,149,134	\$146	18.9%
Building Costs	\$6,116,797	\$215	27.9%
Building Reimbursements	0	\$0	0.0%
Total Building Costs	\$6,116,797	\$215	27.9%
Tenant Improvements	\$1,870,941	\$66	8.5%
Contingency - Hard Costs 10.0%	1,873,687	\$66	8.5%
Total Hard Costs	\$14,010,559	\$493	63.9%
Soft Costs			
Architecture & Engineering	\$1,664,451	\$59	7.6%
Testing and Inspection	165,000	\$6	0.8%
Permits / Remediation	964,277	\$34	4.4%
Consulting Fees	347,413	\$12	1.6%
Miscellaneous	511,269	\$18	2.3%
Legal Fees	270,000	\$9	1.2%
Lease Commissions	938,941	\$33	4.3%
Contingency - Soft Costs 10.0%	392,241	\$14	1.8%
Development Overhead - REG 3.1%	706,472	\$25	3.2%
Total Soft Costs	\$5,960,063	\$210	27.2%
Interest Carry 4.2%	\$654,804	\$23	3.0%
Total Carry Interest	\$654,804	\$23	3.0%
Total Project Costs	\$21,915,303	\$771	100.0%

Yield Analysis	
Total Project Cost	\$21,915,303
Stabilized NOI (2020) (>95% Occ. & Rent)	\$1,578,377
Project Stabilized ROIC / Developer's Yield	7.20%

NOI Summary - Stabilized Year 2020	Amount	\$/SF GLA	
Base Rental Revenue			
Scheduled Base Rental Revenue	\$1,746,258	\$61.41	Recovery 93.9%
Reimbursements	714,834	\$25.14	
Potential Gross Revenue	\$2,461,092	\$86.55	
PGR Deductions			
General Vacancy 7.50%	(\$109,414)	(\$3.85)	
Collection Loss 0.50%	(12,305)	(\$0.43)	
Effective Gross Revenue	\$2,339,372	\$82.27	
Operating Expenses			
CAM	\$501,693	\$17.64	
Insurance	10,437	\$0.37	
Real Estate Taxes	127,881	\$4.50	
Management Fee	105,272	\$3.70	
Other Expenses	0	\$0.00	
<u>Non-Recoverable</u>	<u>4,850</u>	<u>\$0.17</u>	
Total Operating Expenses	\$760,996	\$26.76	
Net Operating Income	\$1,578,377	\$55.51	
TIs and LCs	\$0	\$0.00	
Capital Reserves	\$2,069	\$0.07	
Net Cash Flow	\$1,576,308	\$55.44	

Attachment No. 3

ATTACHMENT NO. 12
LIST OF PRE-APPROVED TENANTS
[BEHIND THIS PAGE]

Attachment No. 12

Pre-Approved Tenant List

1. Urbanspace.