RESOLUTION NO. 2026-R____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY APPROVING ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN THE CITY OF CULVER CITY AND THE CULVER CITY HOUSING AUTHORITY RELATED TO THE JUBILO VILLAGE AFFORDABLE HOUSING PROJECT

WHEREAS, the City of Culver City (the "City") and the Culver City Housing Authority have each entered into separate Loan Agreements with 4464 Sepulveda Blvd., L.P. ("Developer"), dated December 22, 2025 ("Loan Agreements"), committing funds to the financing of construction and development of an affordable multi-family residential rental development consisting of ninety-three (93) units of affordable rental housing, plus two (2) managers' units, and related improvements known as the Jubilo Village Housing Project (the "Jubilo Project"); and

WHEREAS, the City's Loan Agreement includes a promise to loan Developer $15,000,000.00 for the Jubilo Project as well as related documents and instruments which collectively comprise the Loan Agreement; and

WHEREAS, the Culver City Public Financing Authority ("CCPFA") was formed, in part, to assist in the financing of affordable housing projects, including the Jubilo Project, and therefore wishes to be the primary lender for that project; and

WHEREAS, the City wishes to assign to the CCPFA the Loan Agreement using the Assignment and Assumption Agreement attached to this Resolution as Exhibit 1; and

WHEREAS, the CCPFA wishes to accept assignment of the Loan Agreements, including all related rights, duties, and obligations.

NOW, THEREFORE, the City Council of the City of Culver City, DOES HEREBY RESOLVE, as follows:

SECTION 1. The City hereby approves the Assignment and Assumption Agreement attached to this Resolution as Exhibit 1.

SECTION 2. The City Manager is hereby authorized to execute the Assignment and Assumption Agreement on behalf of the City and to take all necessary actions to complete the assignment of the Loan Agreement.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED this 10th day of August 2026.

____
FREDDY PUZA, Mayor
City of Culver City

ATTEST:

____
JEREMY BOCCHINO
City Clerk

APPROVED AS TO FORM:

Heather Baker
____
HEATHER BAKER
City Attorney

EXHIBIT 1

Contract No. ___________

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made and entered into as of June 30, 2026, by and between the CITY OF CULVER CITY, a municipal corporation, (the "**Assignor**"), the CULVER CITY PUBLIC FINANCE AUTHORITY (the "**Assignee**"), with the acknowledgement of 4464 SEPULVEDA BLVD., L.P. ("**Borrower**"), a California limited partnership.

RECITALS

A. The Assignor and Borrower entered into a Loan Agreement, dated as of December 22, 2025 (the "**Loan Agreement**") to loan funds in the amount of FIFTEEN MILLION AND NO/100 DOLLARS ($15,000,000.00) (the "**Loan**") for the Borrower to use to construct and provide permanent financing to develop, own and operate an affordable multi-family residential rental development consisting of ninety-three (93) units of affordable rental housing, plus two (2) managers' units, and related improvements. As part of the Loan Agreement, Borrower executed a Promissory Note, and Assignor and Borrower executed a Leasehold Deed of Trust, and an Option and Purchase Agreement, and an Assignment of Contracts and Plans, and a UCC-1 Financing Statement if completed and filed. Together these documents represent the collective rights and obligations related to the Loan ("**Loan Agreement Documents**"). A copy of each is attached hereto as Exhibits A through F, and incorporated herein by this reference.

B. The Loan and the Loan Agreement Documents are subject to the terms of that certain Subordination Agreement by and between Assignor and U.S. Bank Trust Company, National Association, a national banking association, in its capacity as fiscal agent (together with its successors and assigns, the "**Senior Lender**"), dated as of December 1, 2025, and recorded on January 5, 2026, in the Official Records of Los Angeles County, California, as Instrument No. 20260005612 (the "**Subordination Agreement**"). A copy of the Subordination Agreement is attached hereto as Exhibit F. As used herein, the term Loan Agreement Documents include the "Junior Loan Documents" (as defined in the Subordination Agreement).

C. Section 10(b) of the Subordination Agreement provides that Junior Lender may assign the Junior Loan Documents (as defined in the Subordination Agreement) to another governmental entity without the prior written approval of Senior Lender. The Assignee is a municipal corporation duly organized and existing under the laws of the State of California, and the parties intend that the assignment contemplated by this Agreement qualify for such governmental-entity exception.

D. Assignor desires to assign to the Assignee all the Assignor's rights and obligations under the Loan Agreement Documents (the "**Assigned Rights and Obligations**"), and the Assignee desires to purchase, accept, and assume the Assignor's rights and obligations under the Loan Agreement Documents (the "**Assumed Rights and Obligations**"), such assignment, sale and assumption to be effective as of the date of this Agreement. The Assigned Rights and Obligations and the Assumed Rights and Obligations are referred to collectively herein as the "**Agreement Rights and Obligations**".

E. Borrower acknowledges the assignment of Assignor's rights and obligations under the Loan Agreement Documents.

F. Borrower acknowledges and agrees that the assignment, sale and assumption contemplated by this Agreement shall not (i) constitute a default or breach under any of the Loan Agreement Documents, (ii) result in acceleration of any amounts due under any of the Loan Agreement Documents, or (iii) require any further consent or approval from Borrower.

NOW THEREFORE in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE 1

PURCHASE, ASSIGNMENT, AND ASSUMPTION OF LOAN AGREEMENT DOCUMENTS RIGHTS AND OBLIGATIONS

1.1 **Assignment**. The Assignor assigns to the Assignee, as of the as of date of this Agreement (the "**Effective Date**"), all of the Assignor's rights, title, and interest in and to the Assigned Rights and Obligations.

1.2 **Assumption**. As of the Effective Date of this Agreement, the Assignee accepts the Assignor's assignment of the Assigned Rights and Obligations and assumes the Assumed Rights and Obligations. From and after the Effective Date of this Agreement, the Assignee shall keep and perform all of the agreements, undertakings, and covenants of the Loan Agreement Documents, including any attachments, undertakings, covenants, and documents recorded pursuant to the Loan Agreement Documents. As between Assignor and Assignee, Assignee is solely responsible for all obligations under the Loan Agreement Documents arising on or after the Effective Date of this Agreement.

1.3 **Preservation of Assignor Indemnification and Related Rights; Non-Merger**. Notwithstanding the assignment in Section 1.1 and the assumption in Section 1.2, all rights of the Assignor under the Loan Agreement Documents to indemnification, defense, hold harmless, reimbursement, and any analogous protections (collectively, the "**Assignor Protective Rights**") shall survive and shall not be extinguished, waived, released, or diminished by this Agreement. From and after the Effective Date, the Assignor Protective Rights shall be held by the Assignee (the Authority) for the benefit of both the Assignor and the Authority, and the Authority shall enforce such rights for the Assignor's benefit upon the Assignor's reasonable request and at the expense of the responsible obligor. The Assignor Protective Rights shall not merge into, and shall remain separate and distinct from, the Assignee's other rights, interests, or obligations under the Loan Agreement Documents upon assumption, it being the express intent of the parties that no merger of interests occur. The Assignor shall remain a direct beneficiary of, and retain standing to enforce, the Assignor Protective Rights.

1.4 **Subordination Agreement**. The parties acknowledge that, pursuant to the definition of "Junior Lender" in the Subordination Agreement, the Assignee, as a permitted successor and assignee of Assignor with respect to the Junior Loan Documents, is intended to be, and upon the effectiveness of this assignment shall be, the "Junior Lender" for all purposes of the Subordination Agreement. The Assignee acknowledges and agrees to the terms and conditions set forth in the Subordination Agreement and confirms that the Subordination Agreement remains in full force and effect and that the Loan Agreement Documents remain subject to the terms thereof.

ARTICLE 2

RIGHTS AND REMEDIES

2.1 No Cross-Liability; Assignment of Existing Default Liability. Nothing in this Agreement shall be construed to imply, acknowledge, or suggest that any default or breach by either the Assignor or the Assignee under the Loan Agreement Documents exists or has occurred as of the Effective Date. To the extent that any uncured material default or breach under the Loan Agreement Documents nonetheless exists, or is alleged to exist, as of the Effective Date, all liability and remedial exposure arising from or relating to such default or breach is hereby irrevocably assigned to, and assumed by, the Assignee, and in no event shall the Assignor bear, or have attributed to it, any liability or remedial exposure in connection with any such default or breach.

2.2 No Assignor Liability for Assignee Breach. From and after the Effective Date, any default or breach by the Assignee under the Loan Agreement Documents that arises after the Effective Date and relates solely to the Assumed Rights and Obligations shall not be deemed or attributed to a default or breach by the Assignor under the Loan Agreement Documents; and, provided that the Assignor is not otherwise independently in default under the Loan Agreement Documents, no such default or breach by the Assignee shall give rise to, or result in the imposition of, any remedies against the Assignor.

2.3 No Assignee Liability for Assignor Breach. Except for any liability assigned to and assumed by the Assignee under Article 2, any default or breach by the Assignor under the Loan Agreement Documents, whether arising before or after the Effective Date and to the extent any such default or breach exists or is alleged, shall not be deemed or attributed to a default or breach by the Assignee under the Loan Agreement Documents; and, provided that the Assignee is not otherwise independently in default under the Loan Agreement Documents, no such default or breach by the Assignor shall give rise to, or result in: (i) the imposition of any remedies against the Assignee or (ii) any modification or termination of the Loan Agreement Documents as against the Assignee.

ARTICLE 3

GENERAL PROVISIONS

3.1 No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

3.2 **Severability**. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either the Assignor or the Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then the Assignor and the Assignee shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to the Assignor and the Assignee.

3.3 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

3.4 **Authority**. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

3.5 **Assignee Address**. For the purposes of any notices required to be given by the Loan Agreement, the Assignee's address is as follows:

Culver City Public Finance Authority
9770 Culver Boulevard
Culver City, California 90232
Attention: Executive Director

With a copy to: General Counsel's Office
9770 Culver Boulevard
Culver City, California 90232
Attention: General Counsel

3.6 **Parties' Intent to Transfer Only**. The Parties intend by this Agreement to transfer all rights, duties, and obligations from the Assignor to the Assignee. The Parties do not intend to create, destroy or otherwise eliminate any such rights, duties, or obligations.

ARTICLE 4

MISCELLANEOUS

4.1 **Closing Deliverables.** The parties shall concurrently execute and, where applicable, record or file: (a) an Assignment of Deed of Trust in recordable form for recording in Los Angeles County; (b) a UCC-3 to correct existing financing statements, if any, substituting Assignee as secured party of record; (c) an endorsement or allonge transferring the Promissory Note to Assignee; (d) written notice to Senior Lender (in a form reasonably acceptable to Senior Lender) for purposes of Section 8 of the Subordination Agreement, of the assignment of the Junior Loan

Documents and the Subordination Agreement to Assignee, together with Assignee's notice address for purposes of Section 8 thereof; and (e) inclusion of express Subordination Agreement assignment language in the recordable Assignment of Deed of Trust contemplated by subsection (a) above), together with such other instruments as may be necessary or desirable to reflect in the public records the change in the identity of the Junior Lender thereunder.

4.2 Non-Merger. The Assignor Protective Rights and other rights reserved under Section 1.3 remain separate and do not merge into the Assignee's rights or obligations upon assumption.

4.3 Entire Agreement. This Agreement and the Loan Agreement Documents are the entire agreement on this subject and supersede all prior negotiations and understandings, except any separate written agreement the parties expressly preserve.

4.4 Survival. The Assignor Protective Rights (Section 1.3), Article 2 liability allocation, and the parties' representations and warranties survive closing, recording or filing of the Closing Deliverables, and effectiveness of the assignment.

4.5 Amendments. No amendment or waiver is effective unless in writing and signed by both parties. A waiver applies only to the matter waived.

4.6 Successors and Assigns. This Agreement binds the parties' successors and permitted assigns. Assignee shall not further assign its rights or obligations without the Assignor's prior written consent, not to be unreasonably withheld, and any assignment must preserve the Assignor Protective Rights and Sections 4.2 and 4.4. Any assignment in violation of this Section is void.

4.7 No Third-Party Beneficiaries. This Agreement confers no rights on any non-party, except that (a) the Assignor is a direct, intended beneficiary of the Assignor Protective Rights under Section 1.3 with standing to enforce them, and (b) the Borrower's rights under the Loan Agreement Documents remain intact and enforceable against the Assignee.

4.8 Further Assurances. Each party shall execute and deliver such additional documents and instruments and perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

SIGNATURE BLOCKS ON NEXT PAGE

4.9 **Signatures and Counterparts**. The Parties acknowledge and agree that this Agreement may be executed in counterparts, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"**Assignor**"

City of Culver City

Dated: ___________________ By: _________________________________

Odis Jones
City Manager

"**Assignee**"

Culver City Public Finance Authority

Dated: ___________________ By: _________________________________

Odis Jones
Executive Director

Acknowledged and agreed by:

"Borrower"

4464 Sepulveda Blvd., L.P.

By: 4464 Sepulveda Blvd. LLC,
a California limited liability company,
its general partner

By: Community Corporation of Santa Monica, a California nonprofit public benefit corporation, its sole member/manager

Dated: ___________________ By:____________________________

Name: Tara Barauskas
Title: Executive Director

Exhibit A

Loan Agreement

[behind this page]

LOAN AGREEMENT

by and between

CULVER CITY HOUSING AUTHORITY

and

4464 SEPULVEDA BLVD., L.P., a California limited partnership

JUBILO VILLAGE

LOAN AGREEMENT

Jubilo Village

This LOAN AGREEMENT ("Agreement") is entered into on December 31 2025, ("Effective Date"), by and between the CULVER CITY HOUSING AUTHORITY ("Authority" or "Lender"), a public body, corporate and politic, and 4464 SEPULVEDA BLVD., L.P. ("Borrower"), a California limited partnership, and is made with reference to the following:

RECITALS

A. Borrower has a leasehold interest in certain real property located within the City of Culver City, California, and more particularly described in Exhibit A attached hereto ("Property").

B. Borrower intends to demolish the existing improvements located on the Property, and to develop, own and operate an affordable multi-family residential rental development thereon consisting of ninety-three (93) units of affordable rental housing, plus two (2) managers' units, and related improvements (the "Project").

C. Community Corporation of Santa Monica, a California nonprofit public benefit corporation ("Sponsor"), is the sole member of 4464 SEPUVEDA BLVD. LLC, a California limited liability company, which is the sole General Partner of Borrower. NEF Assignment Corporation, an Illinois not-for-profit, or its affiliate, is the Limited Partner of Borrower.

D. Borrower has applied to the Lender for funds in the amount of SIX MILLION AND NO/100 DOLLARS ($6,000,000.00) (the "Loan") to construct and provide permanent financing for the Project. Borrower has also applied to the City of Culver City (the "City") for funds in the amount of FIFTEEN MILLION AND NO/100 DOLLARS ($15,000,000.00) (the "City Loan") to provide construction and permanent financing for the Project. The Lender and the City jointly issued that certain Construction and Permanent Loan Commitment letter dated September 9, 2025 (the "Loan Commitment"), whereby Lender committed to provide the requested Loan. The terms and conditions of the Loan Commitment are incorporated herein by this reference and made a part hereof and shall be deemed to have the same force and effect as set forth in full here.

E. Concurrently with this Agreement, the Borrower shall execute a regulatory agreement ("Regulatory Agreement"), a promissory note ("Note") for the Loan amount which shall be secured by a Leasehold Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents ("Deed of Trust"), UCC-1 Deed of Trust ("UCC-1"), Assignment of Contracts, and Purchase Option Agreement. This Agreement, the Regulatory Agreement, the Note, the Deed of Trust, UCC-1, the Assignment of Contracts and Plans, and the Purchase Option Agreement are collectively referred to herein as the "Loan Documents."

F. As an inducement to the Lender to make the Loan, the Borrower has agreed to enter into this Agreement and has agreed to the performance of the terms and conditions set forth herein.

G. The Lender has agreed to make the Loan to Borrower for the construction costs of the Project pursuant to the approved project budget ("Approved Project Budget") set forth in Exhibit D. Borrower shall construct the Project in accordance with the plan of work ("Plan of Work") set forth in Exhibit B. The timing and phasing of the Project, including the construction work, shall conform to the project schedule ("Project Schedule") set forth in Section 5.(D), below, and Exhibit C.

H. The Borrower acknowledges that in obtaining the Loan, the Borrower has received a direct financial benefit from the Lender. Borrower and Lender agree and acknowledge that this Agreement is a contract providing forms of assistance to the Borrower within the meaning of Civil Code Section 1954.52(b).

NOW THEREFORE, it is mutually agreed by and between the undersigned as follows:

1. <u>TERM OF AGREEMENT</u>

The term of this Agreement shall commence on the Effective Date and shall terminate (provided that no Event of Default as described in Section 10 has occurred) upon full repayment of the Loan;

2. <u>CONDITIONS PRECEDENT TO CLOSING THE LOAN</u>

The Lender agrees to close the Loan upon receipt from Borrower of the following documents, items, and funds, together with any additional documents, instructions, and funds necessary to comply with this Agreement:

(i) The Regulatory Agreement executed and acknowledged by the Lender and Borrower to be recorded in the Official Records of the Los Angeles County Recorder, the form of which is approved by the Housing Authority General Counsel;

(ii) The Note executed by the Borrower in the amount of SIX MILLION AND NO/100 DOLLARS ($6,000,000.00) and secured by the Deed of Trust, the form of which is approved by the Housing Authority General Counsel;

(iii) The Deed of Trust executed and acknowledged by Borrower ("Trustor" therein) for the benefit of Lender ("Beneficiary" therein) to be recorded in the Official Records of the Los Angeles County Recorder, the form of which is approved by the Housing Authority General Counsel;

(iv) The UCC 1 to be recorded in the Official Records of the Los Angeles County Recorder, the form of which is approved by the Housing Authority General Counsel;

(v) The Assignment of Contracts and Plans executed by Borrower, the form of which is approved by the Housing Authority General Counsel;

(vi) The Purchase Option Agreement executed and acknowledged by Borrower for the benefit of Lender to be recorded in the official Records of the Los Angeles County Recorder, the form of which is approved by the Housing Authority General Counsel;

(vii) The most recently revised estimated cost breakdown reflecting acquisition and development costs for the Project and funding sources, specifying that manner in which Loan proceeds will be disbursed, as shown in the approved project budget ("Approved Project Budget"), attached as Exhibit D;

(viii) The condition of title to the Property shall be in the condition identified in the Pro Forma Title Report, attached as Exhibit J;

(ix) An ALTA Lender's title insurance policy in the amount of the Loan, together with reasonable endorsements, insuring the Lender's security interest in the Property in accordance with this Agreement;

(x) Evidence that Borrower has complied with the Borrower Insurance Requirements set forth in Exhibit E attached hereto;

(xi) Evidence satisfactory to the Lender that Borrower has obtained a construction loan from California Municipal Finance Authority, in the principal amount of approximately Sixty Million and No/100 Dollars ($60,000,000.00) (Senior Loan"), secured by that certain Construction Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Senior Deed of Trust"), which Senior Deed of Trust is being assigned to U.S. Bank Trust Company, National Association, in its capacity as fiscal agent ("Fiscal Agent"), for the benefit of CN Financing, Inc., a California corporation ("Senior Lender");

(xii) Receipt and approval of a list of all contractors, subcontractors, consultants and material suppliers to be employed on the Project;

(xiii) Evidence satisfactory to Lender that Borrower has obtained payment and performance bonds relating to the general contractor for the Project, in form and substance acceptable to Lender;

(xiv) Evidence satisfactory to Lender that regarding this Project, Borrower is in compliance with all applicable provisions of federal, state, and local laws;

(xv) Evidence that Borrower and its general contractor hold a current City of Culver City business tax certificate;

(xvi) Evidence that the Borrower has received an allocation of federal and state low-income housing tax credit from the California Tax Credit Allocation Committee:

(xvii) Satisfaction of all other conditions precedent to funding of the Loan as contained the Loan Commitment, which shall be met prior to Lender's disbursement of construction costs as set forth in the Approved Project Budget (Exhibit D);

(xvi) Proof that any applicable planning deed restrictions for the Project that are required by the City of Culver City have been recorded in the Office of the Los Angeles County Recorder; and

(xvii) Evidence that the following financing documents will record in the following order:

Seniority	Document Name
1st	Issuer Bond Regulatory Agreement
2nd	Senior Deed of Trust
3rd	Authority Regulatory Agreement
4th	City Deed of Trust to secure the Loan in the amount of $15,000,000
5th	Authority Deed of Trust to secure the Authority Loan in the amount of $6,000,000
6th	City Purchase Option Agreement
7th	Authority Purchase Option Agreement
8th	Sponsor Deed of Trust to secure the Sponsor Loan in the amount of $14,699,179
9th	CMF Regulatory Agreement

NOTE: RECORDING ORDER ASSUMES THAT ALL PLANNING DEED RESTRICTIONS HAVE BEEN RECORDED PRIOR TO CLOSING.

3. <u>FUNDING OF THE LOAN</u>

After the Lender receives and approves all the documents and items specified in Section 2, Lender shall close the Loan. The Loan shall be disbursed to Borrower as follows:

A. For line items in the Approved Project Budget representing construction costs, after Lender's receipt and approval of all documents and items specified in Section 5.(A), funds shall be disbursed in amounts as necessary and approved by the Lender according to the Disbursement Instructions attached as Exhibit F and the Request for Funds attached as Exhibit G, or another form as mutually agreed to by the Parties.

Funds shall be disbursed to pay construction costs incurred and in cumulative amounts appropriate to the percentage of construction work completed, for approved line items as itemized in the Approved Project Budget. The amount to be disbursed for each line item of the Approved

Project Budget shall not exceed the specified amount without the prior written approval of the Lender, which shall not be unreasonably withheld or delayed; provided, however, that after notice by Borrower to Lender, Borrower may reallocate a total amount between line items not to exceed Fifty Thousand Dollars ($50,000) during the term of this Agreement, unless approved by the Lender in writing. Borrower may not reallocate any amount from the contingency line item without prior written approval of the Lender, which approval shall not be unreasonably withheld, conditioned or delayed. Any costs above the contingency amount may be paid through reallocating budget from other line items, including but not limited to deferring a portion of the developer fee.

The Borrower may not request disbursement of funds until the funds are needed for payment of eligible costs. Eligible Project costs include construction costs, and specifically exclude costs and expenses for the design, construction or operation for any building or facilities used for sectarian religious purposes (the "Church-Related Costs"), predevelopment costs, developer fees, legal fees, and land lease payments.

The Lender shall have the right to review any expenditures or disbursements from other funding sources for the construction portion of the Project.

The Lender acknowledges that all proceeds of its Loan will be advanced on a reimbursable basis as described herein.

4. SUBORDINATION

Lender agrees to subordinate its Deed of Trust to the Senior Deed of Trust, subject to the terms and conditions of that certain Subordination Agreement, by and among Fiscal Agent, Lender, and Borrower, dated as of the date hereof (the "Subordination Agreement").

5. CONSTRUCTION

A. Conditions Precedent to Commencing Work. Borrower shall not commence the construction work until Lender has received and approved the following, which approval shall not be unreasonably withheld.

(i) A line item breakdown of the most recently revised construction hard costs, as shown in the Approved Project Budget (Exhibit D), which reflects the cost of the construction work outlined in the Plan of Work;

(ii) An executed Exhibit H entitled "Contractor Compliance" concerning compliance of General Contractor with that document and with this Agreement; and

(iii) Evidence that General Contractor or Borrower has satisfied the Insurance Requirements set forth in Exhibit I attached hereto.

B. Plan of Work. Borrower shall carry out the construction in accordance with the plans and specifications approved by Lender and meeting all requirements of all governmental authorities having or asserting jurisdiction, and shall pay all the costs thereof. If there is any variation between any such governmental requirements and the plans and specifications approved by Lender in its regulatory capacity, then Borrower shall satisfy the strictest requirements. Borrower shall request written Lender approval of all change orders prior to the change orders being performed. Lender shall approve change orders in writing within seven (7) calendar days of submittal, and approval of change orders shall not be unreasonably withheld, conditioned or delayed; provided, however, that any added cost resulting from change orders performed without written Lender approval shall be the sole responsibility of the Borrower. Lender shall have the right to review disbursements from other funding sources for the construction work.

Notwithstanding the foregoing, under extraordinary circumstances and to avoid unnecessary delays and costs in construction, Lender and Borrower agree that Borrower may proceed to perform additional work in limited circumstances ("Emergency Work") without the Lender's prior written approval of a change order provided that all of the following conditions are met:

(i) the Emergency Work has been approved by all outside construction lenders, if applicable; and

(ii) the Emergency Work is in conformity with the plans and specifications of the Project as previously approved by the Lender in writing; and

(iii) the Emergency Work is in compliance with all applicable building and safety codes and is consistent with sound business practice; and

(iv) the Borrower determines in good faith utilizing prudent business practices that excessive delays or significant increases in costs would result from obtaining the Lender's prior written approval of the Emergency Work; and

(v) the Emergency Work is limited in amount to no more than Fifty Thousand Dollars ($50,000) and shall proceed on a time and materials basis only, with markup only as allowed under the construction contract; and

(vi) the Borrower has submitted the Emergency Work to the Lender with an explanation of the extraordinary circumstances surrounding such work as described below.

Prior to the commencement of the Emergency Work, the Borrower shall notify the Lender of the Borrower's election to proceed to perform the Emergency Work. Thereafter, within five (5) business days after the commencement of the Emergency Work, Borrower shall provide the Lender with the written documentation supporting the expenses to be incurred for the Emergency Work along with a written explanation of the extraordinary circumstances that led to Emergency Work.

After receipt of the written documentation and explanation from the Borrower for Emergency Work performed, the Lender may submit to Borrower a written objection to the Borrower's Emergency Work. In the event that the Lender submits to Borrower written objections to two separate instances of Emergency Work, then Borrower shall have no further right to invoke the Emergency Work provisions of this Section.

C. Preconstruction Conference. Prior to commencing the construction work, the Borrower, General Contractor, subcontractors and the Lender will convene a preconstruction conference for the purpose of reviewing all items of work to be undertaken, along with the contract budget and work schedule, disbursement procedures, scheduling of inspection requests, change orders, retention withholding and release of retention, release of payment and performance bonds, submittal of permits and required sign-offs, resolving grievances, recording the Notice of Completion and any other matters relevant to the successful completion of the Project.

D. Schedule of Work: Completion. Borrower shall commence the construction work in a timely manner in accordance with the Project Schedule in Exhibit C, or promptly thereafter, and shall prosecute the work to completion with reasonable speed and in a worker-like manner in accordance with the Project Schedule, subject to force majeure delays. Lender shall be notified of material changes in the Project Schedule. When Borrower notifies Lender that the construction work has been completed, Borrower, the General Contractor and the Lender, at Lender's discretion, will conduct a walk-through to ascertain that the construction work has been completed in accordance with the construction contract and found to be acceptable to all parties. Upon Lender's acceptance of the construction work, Borrower shall promptly record a Notice of Completion with the Los Angeles County Recorder's. Office.

6. GENERAL CONTRACTOR

A. Lender Approval. For the performance of any construction work on the Project requiring a general contractor, Borrower agrees to only use a general contractor licensed by the California Contractor's State License Board ("General Contractor") and licensed subcontractors. The General Contractor shall hold a current City of Culver City business tax certificate. Borrower agrees not to enter into any construction contract for performance of the work set forth in this Agreement, in whole or part ("Construction Contract"), without Lender's prior written approval of the terms of the Construction Contract, which shall not be unreasonably withheld, conditioned or delayed.

B. Assurances. Borrower shall obtain from the General Contractor, prior to commencing the construction work, the certification set forth in California Labor Code Section 1861 concerning workers' compensation insurance. Borrower shall require in the Construction Contract that the General Contractor will, during the performance of the Construction Contract:

(i) not discriminate against any employee, applicant for employment, or subcontractor because of age, race, sex, marital status, color, religion, sexual orientation, national origin, ancestry, or condition of having AIDS or of physical or mental disability;

(ii) comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the City's Women and Minority Business Enterprise Program regarding equal employment opportunities;

(iii) comply with Housing and Urban Development ("HUD"), Section 8 Existing Housing Quality Standards, including, but not limited to applicable HUD standards for mitigation of lead paint hazard; and

(iv) comply with all prevailing wage requirements, as they may apply.

C. Monitoring and Enforcement. Borrower shall monitor and enforce the General Contractor's compliance with the Construction Contract.

D. Performance and Payment Bonds. Borrower shall require the General Contractor to furnish:

(i) a performance bond naming the Lender as a dual-obligee, in a form acceptable to Lender, in an amount equal to the amount of the approved Construction Contract, as security for the faithful performance of the Construction Contract; and

(ii) a payment bond naming the Lender as a dual-obligee, in a form acceptable to Lender, in an amount equal to the amount of the approved Construction Contract, as security for the payment of all persons performing labor on the Project and furnishing materials in connection with the Project.

The Payment and Performance Bonds will not be released until after the expiration of the Lien Period.

E. Reserved.

F. Prevailing Wage Requirements. Borrower agrees that all construction workers performing construction work on the Project shall be compensated in an amount no less than the applicable prevailing wage pursuant to Government Code Section 65913.4(a)(8), as amended from time to time. In connection with the Project, Borrower agrees to the following:

(i) Borrower shall exercise its best efforts to review the bids submitted to ascertain that the bids include calculation of prevailing wages;

(ii) Borrower's construction contract with the contractor shall contain a provision that obligates the contractor and all the subcontractors to pay the applicable prevailing wage;

(iii) Borrower's construction contract shall contain the prevailing wage determination provided to the Borrower by Lender;

(iv) Borrower shall require its General Contractor to post a copy of the Project Wage Rate Sheet and a copy of the U.S. Department of Labor poster called the Notice to Employees at the job site in a place that is easily accessible and clearly visible to all the construction workers employed at the project and where the wage decision and poster will not be destroyed by wind or precipitation;

(v) Borrower shall cooperate fully with the Lender and its designees in connection with prevailing wage investigations.

G. Remedies for Underpayment. In the event of underpayment of wages by Borrower (or by its General Contractor or subcontractors), the Lender may, in addition to other remedies afforded by this Agreement or applicable law, pursue the following:

(i) Demand that any underpaying employer comply with applicable prevailing wage requirements;

(ii) Demand the underpaying employer pay the difference between the applicable prevailing wage rates and the amount actually paid to the underpaid employee;

(iii) Impose on the underpaying employer liquidated damages in the form of a forfeiture in an amount not to exceed Two Hundred Dollars ($200) per calendar day for each underpaid employee; the amount of such forfeiture to be determined in accordance with the standards set forth in California Labor Code Section 1775, which may be amended from time to time;

(iv) Withhold from Borrower the following: (a) any loan proceeds in an amount equal to (a) the total necessary to compensate workers the full wages required by this Loan Agreement; (b) the amount of any fines and/or liquidated damages imposed by the Lender; and (c) the Lender's investigative costs as set forth in Section 6(vi), below;

(v) Pursue any administrative, legal; or equitable remedies to enforce the requirements against any underpaying employer;

(vi) Impose upon the Borrower Lender's investigative costs incurred in investigating the violation of prevailing wage as set forth in this subsection. Investigative costs for purposes of this section shall consist of the Lender's ordinary and customary costs in monitoring prevailing wage compliance less the liquidated damages assessed by the Lender pursuant to Section 6(G)(iv) above.

Any underpaying employer shall comply with any demand to pay any amounts lawfully due under this section within ten (10) calendar days of said demand. In addition, an underpaid employee shall have a right to pursue any administrative, legal, or equitable remedies to enforce the above requirements against any underpaying employer.

The remedies set forth in this section are in addition to other remedies available under this Agreement as well as applicable local, state, and federal law.

7. MATERIALS. EQUIPMENT. FIXTURES

Except for laundry equipment leases, no materials, equipment, fixtures, carpets, appliances, or any other part of the improvements shall be purchased or installed under conditional sales agreements, leases or under other arrangements wherein the right is reserved or accrues to anyone to remove or to repossess any such items without the prior written consent of Lender. It is expressly agreed that all such items are a part of the Property described in Exhibit A.

8. LIENS

In the event of the filing with the Lender of a stop notice or the recording of a mechanic's lien pursuant to California Civil Code Section 8500 et seq. relating to liens upon real property, and in the event, Borrower fails to furnish the Lender with a bond causing the notice or lien to be released or provide adequate security reasonably acceptable to the Lender for the payment thereof within forty-five (45) days of filing or recording, then such failure, at the option of the Lender after notice and expiration of the applicable cure period, shall constitute a default under the terms of this Agreement, the Deed of Trust and the Note.

9. INDEMNIFICATION AND HOLD HARMLESS

A. Borrower shall indemnify, defend, and hold Lender and Lender's officers, directors, employees, agents, and authorized representatives harmless from and against any and all losses, liabilities, charges, damages, penalties, awards, claims, or costs and expenses (including, but not limited to, reasonable attorneys' fees of counsel retained by Lender, expert fees, costs of staff time, and investigation costs) of whatever kind or nature arising as a result of Lender's making the Loan or Borrower undertaking activities pursuant to this Loan Agreement or any other Lender documents or requirements, including, but not limited to, any loss due to the acts or omissions of Borrower in the performance of this Loan Agreement and/or the Loan.

B. Borrower shall not be required to indemnify the Indemnitees for claims and losses arising from the Indemnitee's sole and active negligence, gross negligence, or willful or malicious acts of misconduct. For purposes of this Section 9.B., Lender's making of this Loan shall not be construed as "Indemnitee's sole and active negligence, gross negligence, or willful or malicious acts of misconduct."

C. The indemnification provided by this Section shall commence on the Effective Date and shall survive termination of this Agreement.

10. DEFAULT BY THE BORROWER; NOTICE AND CURE PERIODS

A. Event of Default.

The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(i) Borrower's failure to perform any obligation under any of the Loan Documents or any other agreement between the parties executed in connection with the Loan, including the Loan Commitment, and such failure continues for a period of 30 days after written notice to Borrower;

(ii) Borrower or Sponsor becomes the subject of an order of relief by a bankruptcy court which is not dismissed within 60 days, or is persistently unable or admits its inability to pay its liabilities as they mature, or makes an assignment for the benefit of its creditors;

(iii) The failure of Borrower or Sponsor to disclose to Lender all information material to the Loan or the Project, or the misrepresentation by Borrower or Sponsor of any material fact relating to the Loan, the Project, or the financial condition of Borrower or Sponsor;

(iv) Borrower or Sponsor institutes any bankruptcy, insolvency, reorganization, dissolution, liquidation or similar proceedings, or any similar proceeding is instituted without the consent of Borrower or Sponsor, as applicable, and continues undischarged or unstayed for a period of 60 days;

(v) The disclosure of any information which in the reasonable opinion of Lender would materially impair the ability of Sponsor or Borrower to perform under the terms of Loan Commitment or the Loan or of the Project to meet Lender's underwriting standards.

(vi) Loan proceeds are used for Church-Related Costs;

(vii) Federal funding for the housing vouchers for the Project is eliminated or reduced, creating a financing gap that is not filled with other sources of financing;

(viii) Borrower or Sponsor request additional funds from Lender for the Project;

(ix) A court determines that the Loan is illegal; or

(x) Borrower is in default, subject to any applicable notice and cure periods, under any other document or security instrument relating to the acquisition, ownership, construction, operation, or financing of the Project, including, but not limited to the state tax credit conditions.

B. Notice of Event of Default.

Prior to declaring an Event of Default, the Lender shall give written notice thereof ("Notice of Default") to the Borrower, the Limited Partner, and Senior Lender at the address stated in the Note or such other addresses as may have been designated by such parties from time to time in writing. The written Notice of Default shall specify the nature of the default, the remedial actions necessary to cure the default, and a reasonable period (not less than the time periods set forth in Section 10(C) below) after receipt of the Notice of Default to commence remedial actions. If the default is not cured to the reasonable satisfaction of the Lender within the cure period, the Lender may, without further prior notice, declare in writing an Event of Default under this Agreement effective on the date of such declaration. Any cure made or tendered by the Limited Partner or Senior Lender shall be accepted as though it was made by Borrower.

C. Cure Period.

The following shall constitute the cure periods under this Agreement:

(i) The cure period for Borrower's failure to pay any monetary obligation shall be fifteen (15) days after Lender gives Borrower written notice of such failure to pay; and

(ii) Unless otherwise specified herein, the cure period for Borrower's failure to perform any non-monetary obligation shall be thirty (30) days after Lender gives Borrower written notice of such failure to perform; provided, however, in the event Borrower cannot reasonably cure such failure within such thirty (30) day period, such failure shall not constitute an Event of Default hereunder so long as Borrower commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion to the satisfaction of the Lender.

D. Lender's Rights Upon Event of Default.

Subject to Fiscal Agent's or Senior Lender's rights under the Subordination Agreement, upon the declaration and continuation of any Event of Default hereunder, the Lender shall have the rights and remedies set forth in this Agreement, as well as any right or remedy provided by law; or in equity. In addition, following an uncured Event of Default, the Lender shall be released from any and all obligations to the Borrower under the terms of this Agreement and the Lender may terminate this Agreement forthwith by giving written notice thereof to the Borrower.

E. Remedies Cumulative.

The remedies of the Lender herein, or under any other instrument providing for or evidencing the financial assistance provided herein, are cumulative, and the exercise of one or more such remedies shall not be deemed an election of all remedies and shall not preclude the exercise by the Lender of any one or more of its other remedies.

F. Non-Recourse.

The parties intend that the Note secured by the Deed of Trust shall be a non-recourse note. This provision shall not apply in the event of Borrower's fraud, willful misappropriation, waste, or intentional damage to the Property.

11. PROHIBITION AGAINST TRANSFER

This Agreement is binding upon the parties hereto and their respective successors and assigns. Except in connection with the Senior Lender financing, Borrower shall not assign, sublease, hypothecate, or transfer this Agreement or any interest herein directly or indirectly, by operation of law or otherwise, without the prior written consent of the Lender which consent shall not be unreasonably withheld. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Any remaining balance of the Loan shall become due and payable in full upon any assignment, sublease, sale, or transfer of ownership of the Property. Notwithstanding anything to the contrary contained herein: 1) the limited partner interest in the Borrower shall be transferable without the consent of the Lender, however, the Lender should be notified in writing following any such transfer of the limited partner interest; and 2) Borrower may enter into residential leases and laundry leases in accordance with the terms of the Regulatory Agreement in the ordinary course of business for the Project without the prior written consent of the Lender; and 3) the Limited Partner may replace the General Partner in the event of an uncured default under Borrower's partnership agreement without the consent of the Lender, however, the Lender should be notified in writing following any such transfer; and (4) Sponsor may exercise its rights to purchase the Project or the Limited Partner's partnership interests pursuant to the Purchase Option and Right of First Refusal.

12. CONSTRUCTION NOTICES

Borrower agrees that copies of all Preliminary Notices delivered to Borrower, or to the Property addressed to the Lender or to "Private Lender" shall be promptly delivered to the Lender.

13. TIME OF ESSENCE

Time is of the essence in this Agreement and each and every provision hereof. The waiver by the Lender of any breach or breaches hereof shall not be deemed nor shall the same constitute a waiver of any subsequent breach or breaches.

14. INTEGRATED AGREEMENT

This Agreement is made for the sole benefit and protection of Borrower and the Lender and their successors and assigns, and no other person shall have any right of action or right to rely thereon. The Loan Documents and Loan Commitment contain all the terms and conditions agreed upon between the parties, and no other agreement regarding the subject matter hereof shall be deemed to exist or bind any party unless in writing and signed by the parties and approved as to form by Lender's legal counsel.

15. GENDER

Wherever the context of this Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine and/ or neuter.

16. NOTICES

All notices required to be given herein shall specify the address of the Property and shall be deemed served upon personal service or five (5) calendar days after deposit in certified first-class United States mail, postage prepaid, and addressed to the parties as follows:

If to the Borrower:

4464 SEPULVEDA BLVD., L.P.
c/o Community Corporation of Santa Monica
1410 2nd Street, Suite 200
Santa Monica, CA 90401

	Attention: Executive Director
With a copy to:	Gubb & Barshay LLP 235 Montgomery Street, Suite 1110 San Francisco, CA 94104 Attention: Nicole Kline
If to Investor:	NEF Assignment Corporation 540 W. Madison Street, Suite 1900 Chicago, Illinois 60661 Attention: General Counsel Email: projectnotices@nefinc.org with subject line of SMT #83751
With a copy to:	NEF Assignment Corporation 540 W. Madison Street, Suite 1900 Chicago, Illinois 60661 Attention: SVP Asset Management
With a copy to:	Bocarsly Emden Cowan Esmail & Arndt LLP 633 West Fifth Street, Suite 5880 Los Angeles, CA 90071 Attention: Rachel Rosner
If to Lender:	Culver City Housing Authority 9770 Culver Boulevard Culver City, California 90232 Attention: Executive Director
With a copy to:	Culver City Housing Authority 9770 Culver Boulevard Culver City, California 90232 Attention: General Counsel
And with a copy to:	Kane, Ballmer & Berkman 515 S. Figueroa Street, Suite 780 Los Angeles, CA 90071 Attention Todd C. Mooney

17. GOVERNING LAW

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

18. COST OF LITIGATION

If any legal action is necessary to enforce any provision hereof, or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such amount as the court may adjudge to be reasonable attorneys' fees for the costs incurred by the prevailing party in such action or proceeding. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

19. AMENDMENT

This Agreement shall not be altered or amended except by writing executed between the parties and approved as to form by the Lender's legal counsel. No such amendment shall be effective without the prior written approval of the Lender.

20. PARTIAL INVALIDITY

If any provision of this Agreement shall be found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

21. WAIVER

No waiver by the Lender of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach thereof or default hereunder.

22. INCORPORATION OF RECITALS AND EXHIBITS

The Recitals set forth above and Exhibits A through J attached hereto are incorporated herein and made a part of the terms and conditions of this Agreement.

23. OBLIGATION TO REFRAIN FROM DISCRIMINATION

Borrower covenants by and for itself, its 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 Site, 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 Site. The foregoing covenants shall run with the land.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SIGNATURE BLOCK(S) ON NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LENDER:

CULVER CITY HOUSING AUTHORITY,
a California municipal corporation

By: ______________________
Name: John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: ______________________
Tevis Barnes
Housing and Human Services Director

APPROVED AS TO FORM:

By: ______________________
for Heather Baker
Housing Authority General Counsel

KANE, BALLMER & BERKMAN
Authority Special Counsel

By: ______________________
Todd C. Mooney

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LENDER:

CULVER CITY HOUSING AUTHORITY,
a California municipal corporation

By: ______________________
Name: ______________________
Executive Director

APPROVED AS TO CONTENT:

By: ______________________
Tevis Barnes
Housing and Human Services Director

APPROVED AS TO FORM:

By: ______________________
Heather Baker
Housing Authority General Counsel

KANE, BALLMER & BERKMAN
Authority Special Counsel

By: Todd C. Mooney
Todd C. Mooney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 December 22, 2025 before me, MARIAN T. ASPNES, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared John M. Nachbar
Name(s) of Signer(s)

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.

MARIAN T. ASPNES
Notary Public - California
Los Angeles County
Commission # 2408170
My Comm. Expires Jul 11, 2026

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 Marian T. Aspnes
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Loan Agreement - 4464 Sepulveda

Document Date: ______ Number of Pages: ______

Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer(s)

Signer's Name: John M. Nachbar
☐ Corporate Officer – Title(s): ______
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☒ Other: City Manager/Executive Director
Signer is Representing: City of Culver City/Culver City Hsg Auth.

Signer's Name: ______
☐ Corporate Officer – Title(s): ______
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ______
Signer is Representing: ______

BORROWER:

4464 SEPULVEDA BLVD., L.P.,
a California limited partnership

By: 4464 SEPULVEDA BLVD. LLC,
a California limited liability
company, its general partner

By: Community Corporation of Santa
Monica,
a California nonprofit public benefit
corporation,
its sole member/ manager

By: T Barauskas

Tara Barauskas, Executive Director

EXHIBIT A

Legal Description of Property

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL C AS SHOWN ON PARCEL MAP NO. 83986, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 428 PAGES 48 TO 53 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: **4215-009-016 PORTION**

EXHIBIT B

Plan of Work

Construction of ninety-three (93) units of affordable rental housing, plus two (2) managers' units, in accordance with: 1) Letter of Compliance – Streamlined Infill Project Per Senate Bill 35 dated June 16, 2022; 2) Planning Commission Resolution No. 2023-P001 Approving Tentative Parcel Map No. 83986 dated January 25, 2023; 3) Minor Modification of SB 35 Approval of a Site Plan Review and Density Bonus dated June 18, 2025; and 4) the set of construction plans stamped and approved by the City of Culver City's Building Official.

EXHIBIT C

Project Schedule

Site Acquisition	12/19/2025
Administrative Approval	06/16/2022 (Letter of Compliance) 01/25/2023 (Planning Commission, Tentative Parcel Map), 06/18/2025 (SB 35, Site Plan Review, and Density Bonus Modification)
Building Permit Issued	12/15/2025
Construction Start	01/05/2026
Construction Completion	01/05/2028

EXHIBIT D
Approved Project Budget

ACQUISTION COSTS	
Total Purchase Price - Real Estate:	
13,100,000	
Capitalized Ground Lease Payment	13,100,000
HARD COSTS	
Total Construction Contract:	
47,888,961	
NEW CONSTRUCTION	
Demolition	428,142
Hard Costs-Unit Construction	38,835,642
Personal Property in Construction Contrac	1,086,979
Site Improvements/Landscape	1,755,597
GC - General Conditions	2,825,110
GC - Overhead & Profit	1,797,250
GC - Insurance	471,958
GC - Bond Premium	467,285
GC - B&O & Other Taxes	71,266
Construction - Other - Environmental Rem	149,732
Contingency - Owner's Construction 7%	3,352,227
REHAB	
SOFT COSTS	
Architecture - Design	1,600,000
Design/Engineering - CasP	55,000
Design/Engineering - Dry Utility	50,000
Design/Engineering - Buidling Maintenant	150,000
Design/Engineering - Accoustical Enginee	260,000
Geotech/Soils Report	71,800
Phase I/II/Toxics Report	50,850
ALTA Survey	37,920
Special Inspections/Testing	136,000
LEED / HERS Rater	44,000
Owner's Rep / Construction Supervision	309,415
Consultant: Entitlements	150,000
Local Development Impact Fees	694,741
Local Permits/Fees	349,743
Relocation - Permanent	7,000
Real Estate Taxes During Const	50,000
Insurance During Const	967,000
Appraisal	23,500
Market/Rent Comp Study	5,000
Soft Cost Contingency 4%	241,935
Construction Loan Interest	4,901,672
Construction Loan Interest - Tail	497,411
Accrued Interest - Culver City Housing Authority loan	283,379
Accrued Interest - Culver City loan	121,612
Title/Recording/Escrow - Construction	120,000
Title/Recording/Escrow - Permanent	20,000
Legal (Owner): Construction Closing	125,000
Permanent Closing	25,000
Syndication - LP	55,000
Other: Cox Castle	51,043
Syndication Consulting	163,000
Audit/Cost Certification	20,000
TCAC Application/Res/Monitoring Fee	101,857
Marketing	65,871
Furnishings Not in Contract	271,500
Start-up/Lease-up Expenses	120,000

Capitalized Operating Reserve (3 mos.)	499,550
Capitalized Reserve: 1 Yr Insurance	175,000
Developer Fee	3,500,000
COSTS OF ISSUANCE/FINANCING FEES	
Bond Counsel	110,000
Issuer Financial Advisor (Ross Financial)	50,000
Issuer Application Fee	2,500
Issuers Fee CMFA - Upfront	65,000
Issuers Fee CMFA - Annual During Const.	90,000
Construction Lender Origination Fee 0.8%	470,163
Construction Lender Expenses	50,000
Construction Lender Counsel	55,000
Interest Rate Cap - 3.5% SOFR Strike	317,000
Perm Lender Expenses (App Fees, 3rd party reports, Conversion Processing)	58,239
Permanent Lender Counsel	110,000
Permanent Loan Origination Fee	157,390
Freddie Mac Forward/Standby Fee	59,022
Trustee Fee During Construction	13,400
CDLAC Fee	16,615
CDIAC Fee	5,000
COI Contingency	10,000
Subtotal - Financing/Costs of Issuance *1,639,329*	
TOTAL DEVELOPMENT COSTS	**82,351,316**

EXHIBIT E

Borrower Insurance Requirements

BORROWER shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with BORROWER's possession, occupancy, operation or use of the property by BORROWER, its agents, representatives, employees, subcontractors, and guests.

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than $2,000,000 per occurrence. If a general. aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (Insurance Services Office Form CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers Compensation:** Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

If BORROWER maintains broader coverage or higher limits than the minimums shown above, the Authority requires and shall be entitled to the broader coverage or higher limits maintained by BORROWER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

Other Insurance Provisions

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. **Additional Insured Status:** The Authority, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the use, occupancy, operations or maintenance of the property, including work or operations performed by or on behalf of BORROWER. CGL coverage can be provided in the form of an endorsement to BORROWER's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37).

b. **Primary Coverage:** For any claims related to this Agreement, BORROWER's insurance shall be primary coverage as least as broad as Insurance Services Office Form CG 20 01 04 13 as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be in excess of BORROWER's insurance and shall not contribute with it.

c. **Notice of Cancellation:** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the Authority.

d. **Waiver of Subrogation:** BORROWER hereby grants to the Authority a waiver of any right of subrogation which any insurer of said BORROWER may acquire against the Authority by virtue of payment of any loss. BORROWER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Authority. The Authority may require BORROWER to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the Authority.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in California with a current AM. Best rating of no less than A:VII, unless otherwise acceptable to the Authority.

Verification of Coverage

BORROWER shall furnish the Authority with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the Authority before the Agreement commences. However, failure to obtain required documents prior to the Agreement beginning shall not waive BORROWER's obligation to provide them. The Authority reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If BORROWER, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The Authority, at its sole option, may terminate this Agreement and obtain damages from BORROWER resulting from said breach.

EXHIBIT F

Disbursement Instructions

All Loan funds of the Project shall be maintained by the Lender and shall be disbursed to Borrower only upon receipt and approval of a draw request. The Housing Staff shall:

1) Represent the Lender in monthly construction meetings for the Project.

2) Prior to each monthly meeting, visit Project site and review status of Plan of Work.

3) Review, evaluate and recommend to the Housing Manager draw requests.

4) Require assurance from Borrower that all appropriate conditional and or unconditional lien releases have been provided for pending draw requests and, if applicable, require Borrower to verify that all conditional and or unconditional lien releases have been provided to the Lender for the previous draw request.

5) Upon Project completion require Borrower to ensure that: a) all construction work has been completed according to construction contract and plan specifications; b) Lender has approved and found acceptable the completion of the work; c) the General Contractor has filed a Notice of Completion; d) all liens have been identified through a review of the title search, and have been cleared.

The disbursement process shall be as follows:

1) Borrower will submit draw request for funds to Housing Staff using the attached disbursement request form, Exhibit G, or another form as mutually agreed to by the Parties.

2) Borrower will submit a copy of the building permit, *if* applicable, with a sign-off by the Building and Safety inspector along with the request for disbursement of funds and all invoices and documentation justifying the request for disbursement.

3) Housing Manager will review disbursement request and either submit approved total request to Authority Finance Department for disbursement, or, in the case of funds controlled jointly by Lender and Borrower, directly authorize the disbursement of funds from the joint account to Borrower.

4) Finance Department will issue a check, which it forwards to the Housing Office. Borrower may pick up the check from the Housing Office, or request that it be mailed. Only upon written authorization from Borrower will the Housing Office release the check to the Contractor.

EXHIBIT G

Request for Funds

BORROWER: 4464 SEPULVEDA BLVD., L.P.

PROJECT ADDRESS: 4464 Sepulveda Boulevard, Culver City, California

GENERAL CONTRACTOR: Dreyfuss Construction

Pursuant to the Loan Agreement for the above referenced project, request for Lender approval of withdrawal from funds for the following expenses are hereby requested:

Line Item	Description	Approved Budget	Current Draw	Balance	% Construction Complete

LOAN SUMMARY- AUTHORITY USE ONLY	
TOTAL LOAN AMOUNT:	
LESS: DISBURSED AT CLOSING:	
PREVIOUS DRAWS:	
PREVIOUS RETENTION:	
PREVIOUS LOAN BALANCE:	

PAY DRAW NO ------------- SUMMARY	
DRAW REQUEST:	
LESS: 5% RETENTION:	( )
AMOUNT TO BE DISBURSED:	
CURRENT LOAN BALANCE:	

BORROWER APPROVAL

HOUSING MANAGER APPROVAL

____

____

EXHIBIT H

Contractor Compliance

The undersigned is the General Contractor ("Contractor") for the Project covered by the attached Loan Agreement ("Agreement").

The Contractor understands that the Culver City Housing Authority ("Lender") will not make the Loan referred to in the Agreement, the net proceeds of which are to be used pursuant to the Agreement in the acquisition and construction of the Project, unless the Contractor agrees to comply with the terms of the Agreement.

The Contractor has read the Agreement and has been furnished with a copy of it. Contractor understands the provisions of the Agreement, and in order to induce the Lender to make the Loan, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Contractor agrees to be bound by the Agreement in its construction of the Project. The Contractor, without limitation on the foregoing, specifically agrees (1) to commence construction of the proposed improvements promptly, and (2) to continue such construction with reasonable speed and in a worker-like manner, (3) to complete such improvements promptly in accordance with the plans and specifications described in the Agreement, including any specifications prescribed by the Lender and with all requirements of all governmental authorities having or asserting jurisdiction, and (4) provide a schedule of values approved by the Lender along with any documentation requested by Lender, evidencing completed work in accordance with the schedule of values.

CONTRACTOR:

______________________ (signature)	____________ License No.
______________________ Name (print)	____________ Date
______________ Title	

EXHIBIT I

Contractor Insurance Requirements

Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

I. Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (Insurance Services Office Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

4. **Builders Risk.** Builders Risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Evidence of this insurance may be provided by the Contractor or Borrower.

Contractors providing services such as excavation, grading, and/or drilling or that involve environmental hazards will also possess:

5. **Contractors' Pollution Legal Liability.** Insurance covering pollution conditions arising out of the actions performed by or on behalf of the Contractor with limits of no less than $1,000,000 per occurrence or claims/$2,000,000 policy aggregate.

If the Contractor maintains broader coverage or higher limits than the minimums shown above, the Authority requires and shall be entitled to any broader coverage or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

II. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The Authority, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as the combination of Insurance Services Office Forms: (1) CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and (2) CG 20 37.

2. **Primary Coverage:** For any claims related to this Agreement, the Contractor's insurance shall be primary coverage at least as broad as Insurance Services Office Form CG 20 01 04 13 as respects the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be **in** excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the Authority.

4. **Waiver of Subrogation:** Contractor hereby grants to the Authority a waiver of any right of subrogation which any insurer of said Contractor may acquire against the Authority by virtue of payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Authority for all work performed by the Contractor, its employees, agents and subcontractors.

6. **Loss Payee:** The builders risk insurance shall name the Authority as Loss Payee as its interests appear.

III. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Authority. The Authority may require the Contractor to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the Authority.

IV. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Authority.

V. Claims Made Policies

If the policy provides "claims made" coverage:

1. The Retroactive Date must be shown and must be before the date *of* this Agreement or the start of work.

2. The insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of work.

3. If the policy is cancelled or not renewed, and not replaced with another "claims made" policy form with a Retroactive Date prior to the effective Agreement date, the Contractor must purchase "extended reporting" coverage for a minimum of 5 years after completion of work.

VI. Verification of Coverage

Contractor shall furnish the Authority with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements. These documents must be received and approved by the Authority before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Authority reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

VII. Failure to Maintain Insurance Coverage

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The Authority, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

VIII. Subcontractors

Contractor shall require and verify that all Subcontractors maintain insurance meeting the minimum requirements stated below:

1. All Subcontractors are required to possess insurance meeting the minimum scope and limits identified below:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/ location (Insurance Services Office Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if the Subcontractor has owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

c. **Workers' Compensation:** Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

Subcontractors providing services such as excavation, grading, and/or drilling or that involve environmental hazards will also possess:

d. **Contractors' Pollution Liability:** Insurance covering pollution conditions arising out of actions performed by or on behalf of the Subcontractor, with limits no less than $1,000,000 each claim/$2,000,000 in the annual aggregate.

If the Subcontractor maintains broader coverage or higher limits than the minimums shown above, the Authority requires and shall be entitled to any broader coverage or higher limits maintained by the Subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

2. All Subcontractors are required to comply with the insurance provisions established in Sections II through V above.

EXHIBIT J

Pro Forma Title Report
[behind this page]

Exhibit B

Promissory Note

[behind this page]

PROMISSORY NOTE SECURED BY DEED OF TRUST

$15,000,000 December __, 2025
Jubilo Village Culver City, California

1. Promise to Pay. FOR VALUE RECEIVED, the undersigned, 4464 SEPULVEDA BLVD., L.P., a California limited partnership ("Borrower"), promises to pay to the order of the CITY OF CULVER CITY ("Lender" or "City"), a municipal corporation of the State of California, the principal sum of FIFTEEN MILLION AND NO/100 DOLLARS ($15,000,000.00) ("Principal"), together with interest, on any principal amounts, as set forth in this Promissory Note Secured by Deed of Trust ("Note"). All sums are payable in lawful money of the United States of America. The principal amount of this Note shall bear interest at the rate of three percent (3%) simple interest per annum.

2. Definitions. All capitalized terms in this Note, unless otherwise defined, will have the respective meanings specified in that certain Loan Agreement by and between Lender and Borrower dated concurrently with this Note.

3. Deed of Trust as Security. This Note is secured by, among other things, the Leasehold Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents ("Deed of Trust") dated concurrently with this Note, executed by Borrower as Trustor, in favor of the Lender as Beneficiary, and encumbering the real property ("Property") described in the Deed of Trust. The holder of this Note shall be entitled to the benefits of the security provided by the Deed of Trust and shall have the right to enforce the covenants and agreements of Borrower contained in the Deed of Trust.

4. Other Financing Documents. In furtherance of Lender's and Borrower's obligations under the Loan Agreement, Lender and Borrower are entering into this Note, the Loan Agreement, the Deed of Trust, Assignment of Contracts and Plans and Purchase Option Agreement, dated concurrently with this Note, collectively referred to herein as the "Loan Documents."

5. Residual Receipt Payments. Borrower shall pay to the Lender the Principal amount of this Note, and accrued interest if any, as follows:

> Payments of Principal and interest on this Note shall be made from "Residual Receipts," as that term is defined in the Regulatory Agreement by and between Borrower and the Culver City Housing Authority dated as of even date herewith (the "Regulatory Agreement"), in an amount equal to one-half of Residual Receipts. Payments shall commence after the close of the first fiscal year in which Borrower has converted to the permanent financing phase for the project ("Project") as set forth in the Regulatory Agreement and shall be made on an annual basis thereafter. Payments shall be applied first to accrued interest and then to outstanding Principal. The outstanding Principal, together with any accrued and unpaid interest, is due and payable in full fifty-five (55) years from the date the Project is issued a Certificate of Occupancy or Placed in Service Date,

whichever is later ("Maturity Date"), but not later than December 31, 2083.

Notwithstanding the above, if another public (government) lender provides permanent funding to the Property with the approval of Lender, then Borrower may divide up Lender's share of the Residuals Receipts amongst the Lender and the other public lender in proportions equal to the amount of their permanent funding.

6. Late Charge. If Borrower fails to make any required payment within ten (10) days following the date upon which it becomes due, other than final payment due at maturity, Borrower shall pay, at Lender's option, a late charge equal to one half of one percent (0.5%) of the amount of the unpaid payment, but not less than Ten Dollars ($10.00) and not more than One Hundred Dollars ($100.00). Lender shall not assess this late charge more than once on any late payment.

7. Interest from and after Maturity Date. Unless the term of this Note has been extended by the Lender, from and after the Maturity Date, or any earlier date upon which all sums owing under this Note become due by acceleration or otherwise, all sums owing under this Note shall bear interest until paid in full at a rate equal to the greater of either: (i) ten percent (10%) per annum; or, (ii) the federal discount rate plus five percent (5%), where the federal discount rate is defined as the highest rate established by the Federal Reserve Bank of San Francisco on advances to member banks on the twenty-fifth day of the calendar month preceding the earlier of the date the Loan Agreement was executed or the date the Loan (as that term is defined in the Loan Agreement) was funded to Borrower ("Default Interest"). The applicable federal discount rate is four and one-half percent (4.50%).

8. Order of Payment. All payments on this Note shall be applied first to the payment of any costs, fees, late charges, or other charges incurred in connection with the indebtedness evidenced by this Note; next, to the payment of accrued interest, if any; then to the reduction of the principal balance; or in any other order that the Lender shall require.

9. Failure to Pay. If the Borrower fails to pay when due any sums payable under this Note after notice and opportunity to cure pursuant to the terms of the Deed of Trust, or if an Event of Default (as that term is defined in the Deed of Trust) occurs, or any other event or condition occurs that gives rise to a right of acceleration of sums owing under this Note under the terms of the Loan Documents, then the Lender, at its sole option, shall have the right to declare all sums owing under the Note immediately due and payable.

10. Cross-Default. An Event of Default under any of the Loan Documents constitutes an Event of Default under the Deed of Trust and this Note. In addition, if any document related to this Note provides for the automatic acceleration of payment of sums owing under this Note, all sums owing shall be automatically due in accordance with the terms of that document.

11. Right to Pre-Pay. Borrower shall have the right to pay, without penalty or premium, at any time prior to the Maturity Date, all or any portion of the outstanding principal amount of this Note. The Lender shall apply all prepayments first to the payment of any costs, fees, late charges, or other charges incurred in connection with the indebtedness evidenced by this Note; next, to the payment of accrued interest, if any; then to the outstanding principal amounts of this Note in inverse order of maturity, or, at the option of the Lender, in the regular order of maturity; or in any other order that the Lender requires.

12. No Off-Set. Borrower shall pay to Lender all sums owing under this Note without deduction, offset, or counterclaim of any kind. The relationship of Borrower and Lender under this Note is solely that of borrower and lender, and the Loan Agreement evidenced by this Note and secured by the Deed of Trust will in no manner make Lender the partner or joint venture of Borrower.

13. Prevailing Attorneys' Fees. If any party hereto brings an action or proceeding against any other party by reason of a default under this Note or otherwise arising out of this Note or any document related to this Note, the prevailing party in such action or proceeding shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable attorney's fees and costs, together with interest at the Default Rate from the date of such order until paid in full. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

14. No Waiver. No previous waiver or failure or delay by the Lender in acting with respect to the terms of the Loan Documents, or any other document related to this Note shall constitute a waiver of any breach, default, or failure of condition under this Note, the Deed of Trust, or any document related to this Note. A waiver of any term of this Note, the Deed of Trust, or other document related to this Note must be made in writing and will be limited to the express written terms of the waiver. If there are any inconsistencies between the terms of this Note and the terms of any other document related to this Note, the terms of this Note shall prevail. No waiver or failure or delay by the Lender in acting with respect to the terms of this Note, the Deed of Trust, or any document related to this Note shall permit any guarantor of this Note to claim that the Lender's actions or failure to act resulted in an exoneration of the guarantor. All of the Lender's remedies in connection with this Note or under applicable law shall be cumulative, and the Lender's exercise of any one or more of those remedies shall not constitute an election of remedies.

15. No Recourse. Notwithstanding anything to the contrary herein, this Note shall be payable by the Borrower without personal liability of the Borrower, and Note holder shall have no recourse for such payment with interest except against the Property against which this Note is secured. This provision shall not apply in the event of fraud, waste or intentional damage by the Borrower to the Property securing this Note.

16. Notice. All notices required to be given herein shall specify the address of the Property and shall be deemed served upon personal service or five (5) calendar days after deposit in certified first-class United States mail, postage prepaid, and addressed to the parties as follows:

If to Borrower:	4464 Sepulveda Blvd., L.P. c/o Community Corporation of Santa Monica 1410 2nd Street, Suite 200 Santa Monica, CA 90401 Attention: Executive Director
With copies to:	Gubb & Barshay LLP 235 Montgomery Street, Suite 1110 San Francisco, CA 94104 Attention: Nicole Kline

If to Investor:	NEF Assignment Corporation 540 W. Madison Street Suite 1900 Chicago, Illinois 60661 Attention: General Counsel Email: projectnotices@nefinc.org with subject line of SMT #83751
With a copy to:	NEF Assignment Corporation 540 W. Madison Street Suite 1900 Chicago, Illinois 60661 Attention: SVP Asset Management
With a copy to:	Bocarsly Emden Cowan Esmail & Arndt LLP 633 West Fifth Street, Suite 5880 Los Angeles, CA 90071 Attention: Rachel Rosner
If to Senior Lender:	CN Financing, Inc. c/o City National Bank 555 South Flower Street, 19th Floor Los Angeles, CA 90071 Attention: Keith Wan
With a copy to:	CN Financing, Inc. c/o City National Bank 555 South Flower Street, 18th Floor Los Angeles, CA 90071 Attention: Office of the General Counsel
And to:	Buchalter 1000 Wilshire Blvd., Suite 1500 Los Angeles, CA 90017 Attention: Scott Salomon
If to Lender:	City of Culver City 9770 Culver Boulevard Culver City, California 90232 Attn: City Manager
With a copy to:	City Attorney's Office 9770 Culver Boulevard Culver City, California 90232 Attention: City Attorney

And with a copy to: Kane, Ballmer & Berkman
515 S. Figueroa Street, Suite 780
Los Angeles, CA 90071
Attention Todd C. Mooney

or to such other address as the party may designate by notice to the other parties from time to time. All notices shall specify the address of the Property.

17. Joint and Several Liability. If more than one person or entity as Borrower executes this Note, the obligations of each person or entity shall be joint and several. No person or entity shall be a mere accommodation maker, but each shall be primarily and directly liable.

18. Borrower's Waivers. Borrower waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of acceleration, notice of protest and nonpayment, notice of costs, expenses or losses and interest, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights or interests to properties securing payment of this Note. Borrower's waiver shall be binding upon all makers, sureties, guarantors and endorsees and their successors and assigns. Time is of the essence with respect to every provision of this Note. This Note shall be construed and enforced in accordance with California law, except to the extent that Federal law preempts State law; and all persons and entities in any manner obligated under this Note consent to the jurisdiction of any Federal or State Court in California having proper venue and also consent to service of process by any means authorized by California or Federal law.

19. Location for Payment. Amounts owing under this Note shall be payable at 9770 Culver Boulevard, Culver City, California 90232, or such other place as the Lender may designate in writing from time to time.

20. City's Rights to Transfer. City reserves the right at any time during the term of its Loan to sell, assign, or otherwise transfer its interest and rights in this Note and security for such Loan, with prior reasonable notice to Borrower

SIGNATURE ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first written above.

BORROWER:

4464 SEPULVEDA BLVD., L.P.,
a California limited partnership

By: 4464 SEPULVEDA BLVD. LLC,
a California limited liability company,
its general partner

By: Community Corporation of Santa Monica,
a California nonprofit public benefit corporation,
its sole member/ manager

By: TBarauskas
Tara Barauskas
Executive Director

Project Name: Jubilo Village

Exhibit C

Leasehold Deed of Trust

[behind this page]

This page is part of your document - DO NOT DISCARD

20260002318

Pages: 0046

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/02/26 AT 11:06AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

LEADSHEET

202601021090009

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SEQ:
10

SECURE - Daily - Time Sensitive

THIS FORM IS NOT TO BE DUPLICATED

E625385

1909305

Commonwealth Land Title Company

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Culver City
9770 Culver Boulevard
Culver City, California 90232
Attn: City Manager

NO RECORDING FEE REQUIRED:
GOVERNMENT CODE SECTION 27383

1909305

SPACE ABOVE FOR RECORDER'S USE

LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT

AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS

4464 SEPULVEDA BLVD., L.P., a California Limited Partnership

THIS LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS ("Deed of Trust") is made as of the 31st day of December 2025, by 4464 SEPULVEDA BLVD., L.P., a California limited partnership ("Trustor"), located at 1410 2nd Street, Suite 200, Santa Monica, California, to COMMONWEALTH LAND TITLE COMPANY, a California corporation ("Trustee") for the benefit of the CITY OF CULVER CITY ("Beneficiary"), a municipal corporation of the State of California. This Deed of Trust is intended to function as (i) a deed of trust, (ii) a security agreement with a fixture filing and (iii) an assignment of leases and rents. Anyone examining this Deed of Trust is advised to review all three portions of this document for the rights and obligations of the parties hereto.

I. <u>DEED OF TRUST.</u>

ARTICLE 1. GRANT IN TRUST WITH SECURED OBLIGATIONS.

Section 1.1 Granting Trust

For the purposes of securing payment and performance of the Secured Obligations defined and described hereinafter, Trustor does irrevocably and unconditionally grant, convey, transfer and assign to Trustee in trust, with power of sale, all of Trustor's right and leasehold interest in the real property located in the County of Los Angeles, State of California, commonly known as 4460-4464 Sepulveda Boulevard, Culver City, California, and more particularly described in <u>Exhibit "A"</u> attached hereto and incorporated herein by this reference ("Site"). Trustor's leasehold interest in the Site is hereinafter referred to as the "Property."

Trustor agrees that any greater title to the Property later acquired during the term of this Deed of Trust will be subject to this Deed of Trust, together with all of Trustor's right, title and interest in and to the Property, including all present and future easement and other rights benefiting the Property and all rents, issues and profits subject however to the right, power and authority granted and conferred on Trustor in this Deed of Trust to collect and apply the rents, issues and profits; and Trustor also irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale, of all Trustor's right and interest in the Property to the following (including the rights or interest pertaining to the following) located on the Property:

(1) all buildings, structures (collectively, "Buildings") and improvements now located or later to be constructed on the Property and all appurtenances, easements, water and water rights; all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel, or cooling or ventilating or sanitary purposes or for the exclusion of vermin or insects or the removal of dust, refuse or garbage; all built-in furniture and installations including shelving, lockers, partitions, elevators, awnings, light fixtures, fire hoses and brackets and boxes for them, fire sprinklers, alarm systems, screens, linoleum, carpets, fixtures, plumbing, washers and dryers, refrigerators, heating units, stoves, water heaters, and communication systems and installations for which any Building is specially designed; all of these items ("Improvements"), whether now or later installed, are hereby declared to be for all purposes of this Deed of Trust a part of the Property, and the specific enumerations in this Deed of Trust do not exclude the general; together with

(2) all existing and future appurtenances, privileges, easements and tenements of the Property, including all minerals, oil-, gas and other hydrocarbons and associated substances, if any, which may exist in, under or produced from any part of the Property, all development rights and audits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant); together with

(3) all existing and future leases, subleases, subtenancies, licenses, and occupancy agreements relating to the use and enjoyment of all or any part of the Property and Improvements, including all rents, issues, profits and proceeds therefrom; together with

(4) all real property and any improvements on it, and all appurtenances and other property and in the rests of any kind or character, whether described in Exhibit A or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Property and Improvements; together with

(5) all of Trustor's interest in and to the Loan proceeds, whether dispersed or not, now or later held on deposit; together with

(6) all rights to the payment of money, accounts, accounts receivable, reserves deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received by third parties (including all earnest money sales deposits) or deposited by Trustor with third parties, contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notices, drafts and letters of credit (other than those in favor of Beneficiary), which arise from or relate to the Property or to any use of the Property; together with

(7) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Property, Improvements or the other property described above into cash or liquidated claims, including all present and future fire, hazard, casualty or earthquake insurance policies, and all condemnation awards or payments now or later to be made by any public body or by decree of any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and the proceeds from all causes of action for any damage or injury to the Property. Improvements or other property described above or any part of them or breach of warranty in connection with the Property or Improvements, including causes of action arising in tort, contract, fraud or concealment of material facts; together with

(8) all books and records pertaining to any or all of the Property described above, including computer-readable memory and any computer hardware and software necessary to access and process such material; together with

(9) The Property to the extent not included in clauses (1) through (8) above.

Section 1.2 Secured Obligations

Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1.1 and grants the security interest in collateral set forth in Section 9.1 for the purpose of securing the following obligations ("Secured Obligations") in the order of priority that Beneficiary determines:

(1) Repayment of the Loan evidenced by the promissory note ("Note") of Trustor ("Borrower" therein) dated concurrently with this Deed of Trust in the principal amount of FIFTEEN MILLION DOLLARS ($15,000,000) payable to Beneficiary ("Lender" therein) or to order, and all extensions, modifications or renewals of that Note; and

(2) Payment of interest, if any, on that indebtedness according to the terms of the Note; and

(3) Payment of all other sums (with interest as provided in this Deed of Trust) becoming due and payable to Beneficiary or Trustee pursuant to the terms of this Deed of Trust; and

(4) Performance of every obligation contained in this Deed of Trust, the Note, any instrument now or later evidencing or securing any indebtedness secured by this Deed of Trust, and any agreements, supplemental agreements, or other instruments of security executed by Trustor dated concurrently with this Deed of Trust or at any time subsequent to the date of this Deed of Trust for the purpose of further securing any indebtedness secured by this Deed of Trust or any part of it, or for the purpose of supplementing or amending this Deed of Trust or any instruments secured by this Deed of Trust; and

(5) Payment of all other obligations owed by Trustor to Beneficiary that by their terms recite that they are secured by this Deed of Trust, including those incurred as primary obligor; and

(6) Performance of every obligation contained in any of the Loan Documents and amendments thereto.

Section 1.3 Certain Defined Terms

As used in this Deed of Trust the following terms will have the following meanings:

Assignment of Contracts and Plans: The Assignment of Contracts and Plans pertaining to the Improvements and dated concurrently with this Deed of Trust.

Assignment of Leases: The assignment of Lessor's interest in Leases and Seller's interest in Contracts for Sale dated concurrently with this Deed of Trust executed by Trustor in favor of Beneficiary.

Buildings: The Buildings as defined in Section 1.1.

Collateral: The Collateral as defined in Section 9.1 of this Deed of Trust.

Default Rate: A rate of interest per annum equal to the greater of either (i) ten percent (10%) per annum; or, (ii) the federal discount rate plus five percent (5%), where the federal discount rate is defined as the highest rate established by the Federal Reserve Bank of San Francisco on advances to member banks on the twenty-fifth (25th) day of the calendar month preceding the earlier of the date the Loan was executed or the date the Loan was funded to Trustor as Borrower under the Note.

Fixtures: All fixtures located on the Improvements or now or later installed in, or used

in connection with, any of the Improvements, including, but not limited to, all partitions, screens, awnings, motors, engines, boilers, furnaces, pipes, plumbing, elevators, cleaning and sprinkler systems, fire-extinguishing apparatus and equipment, water tanks, heating, ventilating, air conditioning and air-cooling equipment, built-in refrigerators, and gas and electric machinery, appurtenances, and equipment, whether or not permanently affixed to the land or the Improvements.

Hazardous Substance: Any and all of the following:

(a) any oil, petroleum, petroleum by-product, flammable substance, explosive, radioactive material, hazardous waste or substance, toxic waste or substance, or any other waste, material, or pollutant that:

(i) poses hazard to the Property or to persons on the Property, or

(ii) causes the Property to be in violation of any Hazardous Substance Law as defined below;

(b) asbestos in any form or condition;

(c) urea formaldehyde foam insulation;

(d) transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls;

(e) radon gas;

(f) any chemical, material, or substance defined as or included in the definition of "hazardous substance," "hazardous waste/ "hazardous material," "extremely hazardous waste," "restricted hazardous waste," or "toxic substance" or words of similar import under any applicable local, state, or federal law or under the regulations adopted or publications promulgated pursuant to those laws, including, but not limited to, any Hazardous Substance Law, Code of Civil Procedure Section 726.5, as amended from time to time, Code of Civil Procedure Section 736, as amended from time to time, and Civil Code Section 2929.5, as amended from time to time;

(g) any other chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any governmental authority or which may pose a hazard to the health and safety of the occupants of the Property or the owners or occupants of property adjacent to or surrounding the Property, or any other person coming on the Property or any adjacent property; and

(h) any other chemical, material, or substance that may pose a hazard to the environment. For purposes of this definition, the term "Hazardous Substance" shall not include substances which meet prevailing industry standards for non-toxicity at the time of use, are used, handled, and disposed of in accordance with accepted and legal standards and practices at the time of use, handling and disposal, and are (i) used for maintenance of buildings and grounds; (ii) used for routine household maintenance and cleaning; or (iii) used in the conduct of routine office and administrative activities.

Hazardous Substance Claim: Any enforcement, cleanup, removal, remedial, or other governmental, regulatory, or private action, agreements, consent decrees or orders threatened, instituted, or completed pursuant to any Hazardous Substance Law, together with all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost-recovery compensation, loss, or injury resulting from the presence, release, or discharge of any Hazardous Substance.

Hazardous Substance Law: Any federal, state, or local law, ordinance, regulation, or policy relating to the environment, health, and safety, any Hazardous Substance (including, without limitation, the use handling, transportation, production, disposal, discharge, or storage of the substance), industrial hygiene, soil, groundwater, and indoor and ambient air conditions or the environmental conditions on the Property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") [42 USCA Sections 9601 et seq.], as amended from time to time; the Hazardous Substances Transportation Act [49 USCA Sections 1801 et seq.], as amended from time to time; the Resource Conservation and Recovery Act ("RCRA") [42 USCA Sections 6901 et seq.], as amended from time to time, the Federal Water Pollution Control Act [33 USCA Sections 1251 et seq.], as amended from time to time; the Hazardous Substance Account Act [California Health and Safety Code Sections 25300 et seq.], as amended from time to time; the Hazardous Waste Control Law [California Health and Safety Code Section 25100 et seq.], as amended from time to time; the Medical Waste Management Act [California Health and Safety Code Sections 25015 et seq.], as amended from time .to time; the Porter-Cologne Water Quality Control Act [Water Code Sections 13000 et seq.], as amended from time to time.

Impositions: All real estate, possessory interest and personal property taxes and other taxes and assessments, water and sewer rates and charges, and all other federal, state, county or local governmental charges and any interest or costs or penalties with respect to those charges, assessments, or taxes, ground rent and charges for any easement or agreement maintained for the benefit of the Property, general and special, ordinary and extraordinary, foreseen or unforeseen, of any kind that at any time prior to or after the execution of the Loan Documents may be assessed, levied, imposed, or become a lien on the Property or the rent or income received from the Property, or any use or occupancy of the Property; and any charges, expenses, payments, or assessments of any nature, if any, that are or may become a lien on the Property or the rent or income received from the Property.

Impound Account: The account, if any, that Trustor may be required to maintain pursuant to Section 4.4(c) of this Deed of Trust for the deposit of amounts required to pay Impositions and insurance premiums.

Improvements: All Buildings, improvements, and appurtenances on the land, and all improvements, additions, and replacements of those improvements and other buildings and improvements, existing now or at any time later constructed or placed on the land, including but not limited to those Improvements defined in Section 1.1.

Indebtedness: The principal of and interest on, and all other amounts, payments, and premiums due under, the Note and any extensions or renewals (including, without limitation, extensions or renewals at a different rate of interest, regardless of whether evidenced by a new or additional promissory note or notes), and all other indebtedness of Trustor to Beneficiary under or secured by the Security Documents, together with all other sums owed by Trustor to Beneficiary related to the Property or Improvements, including those incurred as primary obligor or as guarantor, that recite that they are secured by the Security Documents.

Land: The real property currently commonly known as 4464 Sepulveda Boulevard, Culver City, California, and more particularly described in Exhibit A.

Loan: The loan granted by Lender to Borrower in the amount of FIFTEEN MILLION DOLLARS ($15,000,000) pursuant to the Loan Documents.

Loan Agreement: The Loan Agreement by and between Lender and Borrower, dated concurrently with this Deed of Trust, and setting forth the terms and conditions of the Loan.

Loan Documents: The Note, this Deed of Trust, the Loan Agreement, Assignment of Contracts and Plans, and the Purchase Option Agreement.

Loan Party or Loan Parties: Trustor, and any guarantors of the Loan or any obligations under that Loan, together with their respective affiliates and their respective agents, employees, and representatives.

Material Adverse Change: Any change in:

(i) the business or properties or condition (financial or otherwise) of Trustor;

(ii) the condition or operation of the Property; or

(iii) the business or properties or condition, financial or otherwise, of a guarantor; that has or could have, in Beneficiary's reasonable judgment, a material and adverse effect on the payment and performance of the Secured Obligations granted herein.

Note: The Note as defined in Section 1.2.

Obligations: All of the covenants, promises, and other obligations, including the Secured Obligations defined in Section 1.2:

(i) made or owing by Trustor to or due to Beneficiary under or as set forth in the Loan Documents; and

(ii) made or owing by Trustor to every other Person, a breach of which would or may affect Trustor's ownership, development, use or operation of the Property.

Person: Any natural person, corporation, form, association, government, governmental agency, or any other entity, whether acting in an individual, fiduciary, or other capacity.

Personality: Trustor's interest in all accounts, contract rights, and general intangibles (specifically including any insurance proceeds and condemnation awards) arising out of the ownership, development, or operation of the Property, and all furniture, furnishings, equipment, machinery, construction materials and supplies, leasehold interests in personal property, and all other personal property (other than Fixtures) now or later on the Property, together with all present and future attachments, accessions, replacements, substitutions, and additions, and the cash and non-cash proceeds.

Property: The Land, the Improvements, the Fixtures, and the Personality, together with:

(i) all rights, privileges, tenements, hereditaments, rights-of-way, easements, and appurtenances of the Land or the Improvements now or later belonging to the Property, and all right, title, and interest of Trustor in any streets, ways, alleys, strips, or gores of land adjoining the Land; and

(ii) all of Trustor's right; title, and interest in the Land, the Improvements, the Fixtures, and the Personality, including any award for any change of grade of streets affecting the Land, the Improvements, the Fixtures, or the Personality.

Purchase Option Agreement: The Option and Purchase Agreement by and between Lender and Borrower, dated concurrently with this Deed of Trust, and setting forth the terms for Lender's exercise of an option to purchase the Property.

Receiver: Any trustee, receiver, custodian, fiscal agent, liquidator, or similar officer.

Release: Any spilling, leaking, pumping, pouring, emitting, emptying, _discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including continuing migration, of Hazardous Substances that goes into the soil, surface water, or groundwater of the Property, whether or not caused by, contributed to, permitted by, acquiesced to, or known to Trustor.

Security Documents: All documents now or later securing any part of the payment of the indebtedness or the observance or performance of the Secured Obligations.

Title Policy: The title insurance policy issued by Commonwealth Land Title Company, to Beneficiary.

ARTICLE 2. WARRANTY OF TITLE.

Trustor warrants that:

(a) Trustor holds a leasehold interest in the Land and a fee interest to all of the Improvements, Fixtures and Personality;

(b) Trustor will maintain and preserve the lien of this Deed of Trust until the Indebtedness has been paid in full;

(c) Trustor has good, right, and lawful authority to grant the Property as provided in this Deed of Trust; and

(d) Trustor will forever warrant and defend the grant made in this Deed of Trust against all claims and demands, except as are specifically set forth in this Deed of Trust.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES.

Trustor covenants, represents and warrants to Beneficiary that as of the date of this Deed of Trust:

Section 3.1 Organization of the Loan Parties

(a) Trustor is a California limited partnership, duly organized, validly existing, and in good standing under the laws of the State of California and is qualified to do business in California;

(b) Trustor has the requisite power and authority to own and manage its properties, to carry on its business as it is now being conducted, and to own, develop, and operate the Property;

(c) Trustor is qualified to do business in every jurisdiction in which the nature of its business or its properties makes qualification necessary; and

(d) Trustor is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to it.

Section 3.2 Validity of Documents

(a) The execution, delivery, and performance by the Loan Parties of the Loan Documents, the borrowing evidenced by the Note: (i) are within the power of the Loan Parties; (ii) have been duly authorized by all requisite corporate or partnership actions, as appropriate; (iii) have received all necessary governmental approvals; and (iv) will not violate any provision of law, any order of any court or agency of government, the charter documents of any Loan Party, or any indenture, agreement, or any other instrument to which any Loan Party is a party or by which any Loan Party or any of its property is bound, or by which the Property is bound, nor will they conflict with, result in a breach of, or constitute (with due notice and lapse of time) a default under any indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge, or encumbrance of any nature on any of the property or assets of any Loan Party, except as contemplated by the provisions of the Loan Documents.

(b) Each of the Loan Documents, when executed and delivered to Beneficiary, will constitute a valid obligation, enforceable in accordance with its terms subject to applicable bankruptcy insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors.

Section 3.3 Financial Statements

(a) All financial statements and data that have been given to Beneficiary with respect to any Loan Party: (i) are complete and correct in all respects; (ii) accurately and fully present the financial condition of that Loan Party on each date as of which they have been furnished, and accurately and fully present the results of the operations of that Loan Party for the periods for which they have been furnished; and (iii) have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered;

(b) All balance sheets and the notes with respect to the Loan Parties furnished to Beneficiary disclose all liabilities of the Loan Parties, fixed and contingent, as of their respective dates, as well as all obligations of those Loan Parties under any guaranties, loan applications or other agreements of the Loan Parties;

(c) There has been no Material Adverse Change in the financial condition or operations of Trustor since: (i) the date of the most recent financial statement given to Beneficiary with respect to Trustor of the Property; or (ii) the date of the financial statements given to Beneficiary immediately prior to the date of this Deed of Trust, other than changes .in the ordinary course of business, none of which constitute a Material Adverse Change, either individually or in the aggregate.

Section 3.4 Use of Proceeds

Trustor will use the funds advanced pursuant to the Note solely to acquire, develop, equip, and operate the Property, in a manner consistent with the Loan Documents and the Security Documents.

Section 3.5 No Other Arrangements

Trustor is not a party to any agreement or instrument materially and adversely affecting Trustor's present or proposed business, properties, assets, operation, or condition, financial or otherwise, and Trustor is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions in any agreement or instrument to which Trustor is a party that materially affect Trustor's present or proposed business, properties, assets, operation, or condition, .financial or otherwise.

Section 3.6 Other Information

All other reports, papers, data, and information given to Beneficiary with respect to Trustor and the Property are accurate and correct in all respects and complete insofar as completeness may be necessary to give Beneficiary a true and accurate knowledge of the subject matter.

Section 3.7 No Litigation Pending

Except as disclosed to Beneficiary in writing, there is not now pending against or affecting any Loan Party, nor to the knowledge of any Loan Party is there threatened, any action, suit, or proceeding at law or in equity or before any administrative agency that, if adversely determined, would materially impair or affect: (a) the financial condition or operations of Trustor; or (b) the condition or operation of the Property.

Section 3.8 Other Warranties

Trustor is or will be engaged in the construction, repair, maintenance, and operation of the Improvements.

Section 3.9 Taxes

Trustor has filed or will file all federal, state, county, and municipal income tax returns required to have been filed and has paid all taxes prior to delinquency pursuant to those returns or pursuant to any assessments received by Trustor; and Trustor does not know of any basis for any additional assessment against Trustor in respect of those taxes.

Section 3.10 Compliance with Laws

The Property and the proposed use of the Property comply with all applicable laws, ordinances, rules, agreements and regulations (including, but not limited to, the Americans With Disabilities Act) of all local, regional, county, state, and federal governmental authorities having jurisdiction; and there is no action or proceeding pending or, to the knowledge of Trustor after due inquiry, threatened before any court, quasi-judicial body or administrative agency at the time of any disbursement by Beneficiary relating to the validity of the loan or the proposed or actual use of the Property. All rights to appeal any decision rendered will have expired prior to the date of this Deed of Trust.

ARTICLE 4. AFFIRMATIVE COVENANTS.

Until the entire Indebtedness has been paid in full, Trustor covenants to and agrees with Beneficiary as follows:

Section 4.1 Obligations of Trustor

Trustor will pay the Indebtedness and Trustor will continue to be liable for the payment of the Indebtedness until it has been paid in full. In addition, Trustor:

(a) will timely perform all the covenants, agreements, terms, and conditions to be performed by Trustor including but not limited. to the Secured Obligations: (i) under this Deed of Trust; (ii) as seller under each contract of sale of, and as lessor under each lease of any portion of the Property for which a contract of sale or lease has been approved in writing by Beneficiary; (iii) as required of Trustor under each document and agreement constituting one of the Security Documents; (iv) under all other agreements between Trustor and Beneficiary in accordance with the respective terms of those agreements; and (v) as required of Trustor under all other agreements to which Trustor is a patty with respect to the Property;

(b) will not cancel, surrender, modify, amend, or permit the cancellation, surrender, modification, or amendment of any of the previously mentioned agreements or any of the covenants, agreements, terms, or conditions contained in any of them without the prior written consent, in each case, of Beneficiary; and

(c) will keep Beneficiary indemnified against all actions, proceedings, costs, claims, and damages incurred or sustained by Beneficiary in respect of the nonpayment of any charges or the nonobservance or nonperformance of any of the covenants, agreements, management agreements, terms, or conditions in accordance with the provisions of the previously mentioned agreements.

Section 4.2 Insurance

Trustor, at its sole cost and expense, will keep the Property insured for the mutual benefit of Trustor and Beneficiary as provided in the Loan Agreement.

Section 4.3 Maintenance, Waste, and Repair

(a) Trustor will, after the completion of the Improvements, maintain the Property and Improvements now or later existing in good and tenantable repair (reasonable wear and tear excepted).

(b) Except in connection with the construction contemplated herein, Trustor will not structurally alter the Property or Improvements, or remove or demolish them in whole or in part, without the prior written consent of Beneficiary.

(c) Trustor will not permit or allow any waste of the Property or make any change in the use of the Property that will in any way increase any ordinary fire or other hazard insurance premiums or permit anything that may in any way impair the security of this Deed of Trust.

(d) Trustor will not abandon the Property or leave the Property unprotected, vacant, or deserted.

(e) Subject to the rights of Trustor under Article 7, if all or part of the Property or Improvements becomes damaged or destroyed, Trustor shall promptly and completely repair and restore the Property or Improvements in a good and workerlike manner.

(f) Trustor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

Section 4.4 Imposition and Taxes

(a) Impositions Affecting the Property. Trustor shall promptly upon written notice to Trustor discharge any lien on the Property that Beneficiary has not consented to in writing, or obtain a bond for such lien to Beneficiary's reasonable satisfaction. Trustor shall pay when due all Impositions that are or that may become a lien on the Property or are assessed against the Property or its rents, royalties, profits, and income.

(b) Taxes Affecting Trustor. Trustor will file all federal, state, county, and local income and gross receipts tax returns required to be filed and will pay all taxes that become due pursuant to the returns or pursuant to any assessments received by Trustor. Upon written request from Beneficiary; Trustor shall provide receipts for such taxes pursuant to the provisions of Section 4.12.

Section 4.5 Compliance with Law

Trustor will preserve and keep in full force its existence, rights, and powers. Trustor will promptly and faithfully comply with all present and future laws, ordinances, rules, regulations, and requirements of every governmental authority or agency, and of every board of fire underwriters (or similar body exercising similar functions) having jurisdiction that may be applicable to *it* or relates to the Property or Improvements or to the use or manner of occupancy, possession, operation, maintenance, alteration, or repair of the Property or Improvements or any part of *it*, whether the law, ordinance, rule, order, regulation, or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Property.

Section 4.6 Books and Records

Trustor will maintain complete books of account and other records reflecting the results of Trustor's operations (both in conjunction with its other operations as well as its operation of the Property), in a form satisfactory to Beneficiary, as required by the Loan Documents and will furnish to Beneficiary any information about the financial condition of Trustor and the rentals and operations of the Property as Beneficiary reasonably requests.

Section 4.7 Further Assurances

Trustor, at Trustor's expense and at any time on the reasonable request of Beneficiary, will execute, acknowledge, and deliver any additional papers and instruments (including, without limitation, a declaration of no offsets) and any further assurances of title and will do or cause to be done all further acts and things that may be proper or reasonably necessary to carry out the purpose of this Deed of Trust and of the Loan Documents and any liens upon the Property intended to be so covered, including any additions, substitutions, replacements, or betterments of such Property; provided, however, such instruments and assurances shall not change the terms of the transaction or expand the liabilities of the parties hereunder.

Section 4.8 Statement by Trustor

Trustor, on ten (10) days' written request, will furnish a statement of the amount due or outstanding on the Note and a statement of any offsets, counterclaims, or defenses to the payment.

Section 4.9 Indemnity

(a) If any action or proceeding (whether judicial, regulatory or administrative) is threatened or commenced, except an action to foreclosure this Deed of Trust or to collect the Indebtedness: (i) that affects the Property or any portion of it; (ii) in which Beneficiary is or could be made a party; or (iii) in which it becomes necessary to defend or uphold the lien of this Deed of Trust, and, in each case, is attributable to Trustor's breach of the Loan Documents, then all costs, fees, and expenses incurred by Beneficiary with respect to the action or proceeding (including, without limitation, attorney's fees and expenses) will, within ten (10) days after the submission of bills for the costs to Trustor, be paid directly to the billing party by Trustor.

(b) In addition, Trustor agrees to pay all costs, including, without limitation, reasonable attorney's fees and expenses, incurred by Beneficiary in enforcing the terms of this Deed of Trust or the terms of any of the Loan Documents, whether or not suit is filed.

(c) Subject to the non-recourse provisions of the Note, Trustor agrees to indemnify Trustee and Beneficiary and hold them harmless from all liability, loss, damage, claims, causes of action, judgments, court costs, reasonable attorney's fees and other legal expenses, costs of evidence of title or evidence of value and such other costs or expenses that may be incurred:

(i) under this Deed of Trust;

(ii) in connection with the making of any of the loans, grants, or financial arrangements secured by this Deed of Trust; and

(iii) in the enforcement of any of Beneficiary's rights or remedies;

in any action taken by Beneficiary under this Deed of Trust or in connection with any claims or demands that may be asserted against Beneficiary arising out of the Collateral regardless of the active or passive negligence of Beneficiary; provided however, that Trustor shall not be required to indemnify Beneficiary for Beneficiary's negligence, gross negligence or willful acts of misconduct.

(d) On the failure of Trustor to make timely payment pursuant to the terms of Section 4.9(a) of this Deed of Trust, the payment may be paid by Beneficiary. Sums of money paid by Beneficiary, and sums owed to Beneficiary pursuant to Section 4.9(a) of this Deed of Trust, together with interest at the Default Rate from the date Beneficiary makes the payment or incurs the loss, will be secured by this Deed of Trust, prior to any title or interest in or claim on the Property attaching or accruing subsequent to the lien of this Deed of Trust, and will be payable by Trustor to Beneficiary on demand.

(e) Trustor shall pay all obligations to pay money arising under this Section 4.9 immediately upon demand by Trustee or Beneficiary.

(f) Subject to the non-recourse provisions of the Note, the provisions of this Section 4.9 will survive the termination of this Deed of Trust and the repayment of the Indebtedness.

Section 4.10 Reimbursement

Beneficiary will have the right to declare immediately due any amount paid by it for any tax, stamp tax or filing fee, assessment, water rate, sewer rate, insurance premium, repair, rent charge, debt, claim, inspection, or lien having priority over this Deed of Trust, or over any other agreement given to secure the Indebtedness.

Section 4.11 Notice of Litigation

Trustor will, within three (3) business days, give written notice to Beneficiary of any litigation commenced or threatened affecting the Property other than unlawful detainer proceedings brought by Trustor or matters wherein the amount in dispute is less than $50,000.

Section **4.12 Tax Receipts**

Subject to the provisions of Section 4.4 of this Deed of Trust, Trustor will exhibit to Beneficiary, within seven (7) days after demand, bills (that will be receipted from and after the date receipted bills are obtainable) showing the payment to the extent then due of all taxes, assessment (including those payable in periodic installments), water rates, sewer rates, or any other Imposition that may have become a lien on the Property or any Personalty prior to the lien of this Deed of Trust.

Section 4.13 Duplicate Plans

Trustor will submit to Beneficiary a duplicate set of plans and specifications for approval, which approval shall not be unreasonably withheld, conditioned or delayed, before any material improvements, repairs or alterations are begun that affect the Property.

Section 4.14 **Additional Information**

Trustor will furnish to Beneficiary, within seven (7) days after written request, all information that Beneficiary may request concerning the performance by Trustor of the covenants of the Loan Documents; and Trustor will permit Beneficiary or its representatives at all reasonable times to make investigation or examination concerning that performance.

Section 4.15 **Right of Entry**

Trustor grants to Beneficiary and its agents, employees, consultants, and contractors the right to enter on the Property for the purpose of making any inspections, reports, tests (including, without limitation, environmental assessment tests, soils borings, groundwater testing, wells, or soils analysis), inquiries, and reviews that Beneficiary, in its sole and absolute discretion, and at Beneficiary's expense, deems necessary to assess the then current condition of the Property. Beneficiary will provide Trustor with at least one (1) business day's prior written notice of the entry to the common areas of the Property and at least three (3) days prior notice to enter individual units. Beneficiary shall endeavor not to materially interfere with the Trustor's operations on the Property. Beneficiary shall be responsible for any damage or injury sustained as a result of the Beneficiary's negligence. Notwithstanding the above, in the event such inquiry identifies a default of a secured obligation, all costs, fees, and expenses (including, without limitation, those of Beneficiary's attorneys and consultants) incurred by Beneficiary with respect to the inspections, reports, tests, inquiries, and reviews, together with all related preparation, consultation, analyses, and review, will be paid by Trustor to Beneficiary on demand, will accrue interest at the Default Rate until paid, and will be secured by this Deed of Trust, prior to any right, title, or interest in or claim on the Property attaching or accruing subsequent to the lien of this Deed of Trust.

ARTICLE 5. NEGATIVE COVENANTS.

Trustor covenants to and agrees with Beneficiary as follows:

Section 5.1 **Restrictive Uses**

Except for any regulatory agreement required as a condition of tax credit and bond financing procured by Borrower to finance the Project, Trustor covenants not to initiate, join in, or consent to any change in any deed restriction, regulatory agreement, zoning ordinance, private restrictive covenant, assessment proceedings, or other public or private restriction limiting or restricting the uses that may be made of the Property or any part of it without the prior written consent of Beneficiary.

Section 5.2 **Other Financing**

Except for the liens securing the Indebtedness, Trustor will not create or permit to continue in existence any mortgage, pledge, encumbrance, lien, or charge of any kind (including purchase money and conditional sale liens) on any of the Property except for: (i) liens for taxes not yet delinquent; (ii) development financing described in Section 2(vi) of the Loan Agreement; (iii) any other liens or charges that are specifically approved in writing by Beneficiary prior to the recordation; (iv) a deed of trust in favor of California Municipal Finance Authority, assigned to U.S. Bank Trust Company, National Association, as Fiscal Agent for the benefit of CN Financing, Inc., its successors and assigns, securing a loan in the original principal amount of approximately $60,000,000; (v) a permanent deed of trust in favor of Walker & Dunlap, a national banking association, its successors and assigns, securing a loan in the original principal amount of approximately $17,000,000; (vi) a deed of trust in favor of Culver City Housing Authority securing a loan in the original principal amount of approximately $6,000,000; and (vii) a deed of trust in favor of the Developer securing a loan in the original principal amount of approximately $14,699,179.

Any transaction in violation of this Section will cause all Indebtedness, irrespective of the maturity dates, at the option of the holder and without demand or notice, to immediately become due, together with any prepayment premium in accordance with the terms of the Note.

Section 5.3 Prohibition Against Transfer

One of the inducements to Beneficiary for making the Loan is the identity of Trustor. The existence of any interest in the Property other than the interests of Trustor and Beneficiary and any encumbrance permitted in this Deed of Trust, even though subordinate to the security interest of Beneficiary, and the existence of any interest in Trustor other than those of the present owners, would impair the Property and the security interest of Beneficiary; and, therefore, except in connection with the senior conventional financing as approved by Beneficiary (including without limitation the Senior Loan (as defined in the Loan Agreement), Trustor will not sell, convey, assign, transfer, alienate, or otherwise dispose of its interest in the Property (other than the making of leases to residential tenants and laundry leases in the ordinary course of business), either voluntarily or by operation of law, or agree to do so, without the prior written consent of Beneficiary, which may be withheld in Beneficiary's sole and complete discretion; except that Borrower may assign this Deed of Trust to a limited partnership provided that such limited partnership is organized for the purpose of providing affordable housing and Borrower is the general partner of such limited partnership and provided that such limited partnership assumes with Borrower all of the obligations and responsibilities of Borrower set forth in this Agreement and the other Loan Documents. Consent. to one transaction by Beneficiary will not be deemed a waiver of the right to require consent to further or successive transactions. Any transaction in violation of this Section will cause all Indebtedness, irrespective of the maturity dates, at the option of the holder and without demand or notice, immediately to become due, in accordance with the terms of the Note. Notwithstanding anything to the contrary contained herein: 1) the limited partner interest in the Borrower shall be transferable without the consent of Beneficiary, however, Beneficiary should be notified in writing following any such transfer of the limited partner interest; 2) the transfer of the Property from Trustor to Community Corporation of Santa Monica ("Developer") shall not require the consent of the Beneficiary, and 3) Trustor shall have the right to lease any portion of the Property constituting commercial space without the prior consent of Beneficiary and 4) the Limited Partner (as defined in the Loan Agreement) may replace the general partner in the event of an uncured default under Borrower's partnership agreement without the consent of the Lender, however, the Lender should be notified in writing following any such transfer.

Section **5.4** **Replacement of Fixtures and Personalty**

Trustor will not, without the prior written consent of Beneficiary, permit any of the Fixtures or Personalty to be removed at any time from the Property unless actually replaced by articles of equal suitability and value owned by Trustor free and clear of any lien or security interest except as may be approved in writing by Beneficiary.

ARTICLE 6. ENVIRONMENTAL PROVISIONS.

Section 6.1 Representations and Warranties

Except as disclosed in writing as set forth in the Phase I Environmental Report, to the best of its knowledge Trustor represents and warrants to Beneficiary that:

(a) after diligent inquiry, Trustor has no knowledge of or reason to believe that there has been: (i) any use, generation, manufacture, storage, treatment, disposal, Release, or threatened Release of any Hazardous Substance by any prior owners or prior occupants of the Property or by any third parties onto the Property; or (ii) any actual or threatened litigation or claims of any kind by any person relating to these matters;

(b) no Hazardous Substances in excess of permitted levels or reportable quantities under applicable Hazardous Substance Laws are present under, in or about the Property or any near real property that could migrate to the Property;

(c) no Release or threatened Release exists or has occurred;

(d) no underground storage tanks of any kind are or ever have been located in or about the Property;

(e) the Property and all operations and activities at, and the use and occupancy of, the Property, comply with all applicable Hazardous Substance Laws;

(f) Trustor will use the Property in strict compliance with every permit, license, and approval required by all applicable Hazardous Substance Laws for all activities and operations at, and the use and occupancy of, the Property;

(g) to the best of Trustor's knowledge, after diligent inquiry, there are no Hazardous Substance Claims pending or threatened with regard to Property or against Trustor or any Guarantor;

(h) to the best of its knowledge after diligent inquiry, there exists no occurrence or condition on any real property adjoining or within 2,000 feet of the Property that would cause the Property or any part of it to be designated as "hazardous waste property" or "border zone property" under the provisions of Health and Safety Code Section 25220 et seq. and any regulation adopted in accordance with that section;

(i) any written disclosure submitted by or on behalf of Trustor to Beneficiary concerning any Release or threatened Release, past or present compliance by Trustor, any user of any Hazardous Substance or any Hazardous Substance Laws applicable to the Property, the past and present use and occupancy of the Property and any environmental concerns relating to the Property was true and complete when submitted and continues to be true and correct as of the date of this Deed of T rust.

Section 6.2 Covenants

Trustor covenants and agrees, except in the ordinary course of business and as permitted under all applicable Hazardous Substance Laws, as follows:

(a) not to cause or permit the Property to be used as a site for the use, generation, manufacture, storage, treatment, Release, discharge, disposal, transportation, or presence of any Hazardous Substance;

(b) not to cause, contribute to, permit, or acquiesce in any Release or threatened; Release;

(c) not to change or modify the use of the Property without the prior written consent of Beneficiary;

(d) to comply with and to cause the Property and every user of the Property to comply with all Hazardous Substance Laws;

(e) to immediately notify Beneficiary in writing and to provide Beneficiary with a reasonably detailed description of: (i) any noncompliance of the Property with any Hazardous Substance Laws; (ii) any Hazardous Substance Claims; (iii) any Release or threatened Release; and (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that would cause the Property or any part of it to be designated as "hazardous waste property" or "border zone property" under the provisions of Health and Safety Code Section 25220 et seq. and any regulation adopted in accordance with that section;

(f) in the event that Trustor discovers a Release or the presence of any Hazardous Substance on or about the Property in violation of any Hazardous Substance Law, to: (i) notify Beneficiary of that discovery together with a reasonably detailed description; (ii) promptly after a request by Beneficiary, engage a qualified environmental engineer reasonably satisfactory to Beneficiary to investigate these matters and prepare and submit to Beneficiary a written report containing the findings and conclusions resulting from that investigation, all at the sole expense of Trustor; and (iii) take, at Trustor's sole expense, all necessary actions to remedy, repair, clean up, or detoxify any Release or Hazardous Substance, including, but not limited to, any remedial action required by any Hazardous Substance Laws or any judgment, consent, decree, settlement, or compromise in respect of any Hazardous Substance Claims, these actions to be performed in accordance with Hazardous Substance Laws, in a good and proper manner, under the supervision of a qualified environmental engineer approved in writing by Beneficiary, in accordance with plans and specifications for these actions approved in writing by Beneficiary, and using licensed and insured qualified contractors approved in writing by Beneficiary;

(g) immediately furnish to Beneficiary copies of all written communications received by Trustor from any governmental authority or other person or given by Trustor to any person and any other information Beneficiary may reasonably request concerning any Release, threatened Release, Hazardous Substance Claim, or the discovery of any Hazardous Substance on or about the Property in violation of any Hazardous Substance Law; and

(h) keep Beneficiary generally. informed regarding any Release, threatened Release, Hazardous Substance Claim, or the discovery of any Hazardous Substance on or about the Property in violation of any Hazardous Substance Law.

Section 6.3 Inspection and Receivership Rights

Upon Beneficiary's reasonable belief of the existence of a past or present Release or threatened Release not previously disclosed by Trustor in connection with the making of the Loan or the execution of this Deed of Trust or upon Beneficiary's reasonable belief that Trustor has failed to comply with any environmental provision of this Deed of Trust or any other Loan Document and upon reasonable prior notice (except in the case of an emergency) to Trustor, Beneficiary or its representatives, employees, and agents, may from time to time and at all reasonable times (or at any time in the case of an emergency) enter and inspect the Property and every part of it (including all samples of building materials, soil, and groundwater, and all books, records and files of Trustor relating to. the Property) and perform those acts and things that Beneficiary reasonably deems necessary or desirable to inspect, investigate, assess and protect the security of this Deed of Trust for the purpose of determining:

(a) the existence, location, nature, and magnitude of any past or present Release or threatened Release;

(b) the presence of any Hazardous Substances on or about the Property in violation of any Hazardous Substance Law; and

(c) the compliance by Trustor of every environmental provision of this Deed of Trust and every other Loan Document. In furtherance of the purposes above, without limitation of any of its other rights, Beneficiary may: (i) obtain a court order to enforce Beneficiary's right to enter and inspect the Property under Civil Code Section 2929.5, to which the decision of Benefl ciary as to whether there exists a Release, a threatened Release, any Hazardous Substance on or about the Property in violation of any Hazardous Substance Law, or a breach by Trustor of any environmental provision of this Deed of Trust or any other Loan Document, will be deemed reasonable and conclusive as between the parties; and (ii) have a receiver appointed under Code of Civil Procedure Section 564 to enforce Beneficiary's right to enter and inspect the Property for the purpose set forth above.

Beneficiary will provide Trustor with a copy of all audits, tests, inspections or examinations within five (5) days of receipt.

All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections, and examinations that Beneficiary or its agents, representatives, or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and attorneys, will be paid by Trustor promptly upon demand of Beneficiary. All costs or expenses incurred by Trustee and Beneficiary pursuant to this Section (including without limitation court costs, consultant's and reasonable attorney's fees, whether before or after judgment) will bear interest at the Default Rate from the date they are incurred until those sums have been paid in full. Except as provided by law, any inspections or tests made by Beneficiary or its representatives, employees, and agents will be for Beneficiary's purposes only and will not be construed to create any responsibility or liability on the part of Beneficiary to Trustor or to any other person. Beneficiary will have the right, but not the obligation, to communicate with any governmental authority regarding any fact or reasonable belief of Beneficiary that constitutes or could constitute a breach of any of Trustor's obligations under any environmental provision contained in this Deed of Trust or any Loan Document.

Nothing in this Section shall preclude any of the post-default inspection rights set forth in Section 8.7.

Section 6.4 Release and Indemnity

Trustor:

(a) releases and waives any future claims against Beneficiary for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any Hazardous Substance Law or under any Hazardous Substance Claim;

(b) agrees to reimburse Beneficiary, on demand, for all costs and expenses incurred by Beneficiary in connection with any review, approval, consent, or inspection relating to the environmental provisions in this Deed of Trust together with interest, after demand, at the Default Rate; and

(c) agrees to indemnify, defend, and hold Beneficiary and Trustee harmless from all losses, costs, claims, damages, penalties, liabilities, causes of action, judgments, court costs, attorney's fees and other legal expenses, costs of evidence of title, cost of evidence of value, and other expenses (collectively, "Expenses"), including, but not limited to, any Expenses incurred or accruing after the foreclosure of the lien of this Deed of Trust, which either may suffer or incur and which directly or indirectly arises out of or is in any way connected with the breach of any environmental provision either in this Deed of Trust or in any Loan Document or as a consequence of the presence, use, generation, manufacture, storage, disposal, transportation, Release or threatened Release of any Hazardous Substance on or about the Property, including the soils and groundwaters, caused or permitted by Trustor, any prior owner or operator of the Property, any adjoining landowner or any other party, including, without limitation: , the cost of any required or necessary repair, cleanup, remedy or detoxification of any Hazardous Substance and the preparation of any closure, remedial action, or other required plans, whether that action is required necessary by reason of acts or omissions occurring prior to or following the recordation of this Deed of Trust. Trustor's obligations will survive the satisfaction, release, or cancellation of the Indebtedness, the release and reconveyance or partial release and reconveyance of this Deed of Trust, and the foreclosure of the lien of this Deed of Trust or deed in lieu of foreclosure on the Deed of Trust.

Section 6.5 Request for Information

Trustor and Beneficiary agree that:

(a) this Section is intended as Beneficiary's written request for information and Trustor's written response concerning the environmental condition of the Property as provided by Code of Civil Procedure Section 726.5; and

(b) each representation, warranty, covenant or indemnity made by Trustor in this Section or in any other provision of this Deed of Trust or any Loan Document that relates to the environmental condition of the Property is intended by Trustor and Beneficiary to be an "environmental provision" for purposes of Code of Civil Procedure Section 736 and will survive the payment of the Indebtedness and the termination or expiration of this Deed of Trust and will not be affected by Beneficiary's acquisition of any interest in the Property, whether by full credit bid at foreclosure, deed in lieu of that, or otherwise. If there is any transfer of any portion of Trustor's interest in the Property, any successor-in-interest to Trustor agrees by its succession to that interest that the written request made pursuant to this Section will be deemed remade to the successor-in-interest without any further or additional action on the part of Beneficiary and that by assuming the debt secured by this Deed of Trust or by accepting the interest of Trustor subject to the lien of this Deed of Trust, the successor remakes each of the representations and warranties in this Deed of Trust and agrees to be bound by each covenant in this Deed of Trust, including, but not limited to, any indemnity provision.

Section 6.6 Effect of Site Assessment

Even though Trustor may have provided Beneficiary with an environmental site assessment or other environmental report together with other relevant information regarding the environmental condition of the Property, Trustor acknowledges and agrees that Beneficiary is not accepting the Property as security for the Loan based on that assessment, report, or information. Rather Beneficiary has relied on the representations and warranties of Trustor in this Deed of Trust, and Beneficiary is not waiving any of its rights and remedies in the environmental provisions of this Deed of Trust or any other or Loan Document.

Section 6.7 Additional Rights and Obligations

The rights of Beneficiary and obligations of Trustor set forth in this Article 6 shall not preclude or supersede the exercise by Beneficiary of any of its rights or remedies set forth in Article 8 under the circumstances set forth in Article 8 permitting the exercise of those rights and remedies.

ARTICLE 7. CASUALTIES AND CONDEMNATION.

Section 7.1 Casualties

(a) Trustor will promptly notify Beneficiary in writing after any loss or damage caused by fire or other casualty to the Property, and prior to the making of any repairs. Trustor will furnish to Beneficiary within ninety (90) days after the loss or damage evidence of the following satisfactory to Beneficiary: (i) the cost of repair or reconstruction; (ii) that sufficient funds are available or committed for the benefit of Beneficiary, including insurance proceeds, payment and performance bonds, or otherwise, to complete the repair or reconstruction; and (iii) that the repair or reconstruction may be completed in accordance with all applicable laws, rules, regulations, and ordinances and that all necessary permits and approvals have been or will be obtained.

If Trustor does not furnish this evidence to Beneficiary within the ninety-day period, or if, after consultation with Trustor, Beneficiary in its reasonable discretion determines that repair or reconstruction is not economically feasible due to a lack of sufficient available funds, then within thirty (30) days after the expiration of the ninety-day period, Beneficiary will have the option ("Repayment Option") to have all insurance proceeds applied against the Indebtedness. If Beneficiary elects the Repayment Option, Trustor will immediately transfer to Beneficiary all insurance proceeds received by it, if any, to the extent of the Indebtedness, and Beneficiary will apply the insurance proceeds received by it, if any, against the Indebtedness. If the insurance proceeds held by Trustor and Beneficiary will exceed the Indebtedness, any excess insurance proceeds will belong to and be paid over to or be retained by Trustor.

(b) If Beneficiary does not elect the Repayment Option within the specified time period, Trustor will with all diligence repair or otherwise reconstruct the damage to the Property, all according to the original plans and specifications for the Improvements and elevations or according to such modified plans and specifications conforming to the then laws and regulations as have been first approved in writing by Beneficiary and any occupants of the Improvements having the right to approve. Beneficiary will use all insurance proceeds, if any, received by it relating to the damage or destruction to reimburse Trustor from time to time for expenditures made for repair of the damage or for the erection of any building, structure, or improvements in their place as follows:

(i) at the end of each month (upon written verification by Trustor's architect), an amount that will be that proportion of the insurance proceeds held in trust that ninety percent (90%) of the payments to be made to the contractors or material suppliers for work done, materials supplied and services rendered during that month bears to the total contract price;

(ii) at the completion of the work, the balance of the proceeds required for completing the payments for the work will be paid to or for the account of Trustor, provided that at the time of the payment: (A) there are no liens (as evidenced by an endorsement} satisfactory to Beneficiary issued by Trustee) against the Property by reason of the work, or proof satisfactory to Beneficiary has been submitted that all costs of the work have been paid; and (B) Trustor's architect will certify that all required work is completed and is proper and of a quality and class as the original work required by the original plans and specifications and is in accordance with the approved plans and specifications.

If the insurance proceeds exceed the costs of completing the work, the excess insurance proceeds will belong to and be retained by or be Paid over to Beneficiary to be applied against the Indebtedness. If the costs of completing the work exceed the insurance proceeds, Trustor will pay the balance of the costs of completing the work within thirty (30) days after the completion, provided such funds are available to Trustor.

Section 7.2 Condemnation

Trustor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion of it, will notify Trustee and Beneficiary of the pendency of the proceedings. Trustee and Beneficiary may participate in any such proceedings, and Trustor from time to time will deliver to Beneficiary all instruments requested by Beneficiary to permit participation. If there are condemnation proceedings, the award or compensation payable is assigned to and will be paid to Beneficiary. Beneficiary will be under no obligation to question the amount of any award or compensation and may accept it in the amount in which it is paid. In any condemnation proceedings, Beneficiary may be represented by counsel selected by Beneficiary. The proceeds of any award or compensation received will, at the option of Beneficiary, either be applied, without premium, to the prepayment of the Indebtedness or be paid over to Trustor for restoration of the Improvements in accordance with the provisions of Section 7.1 of this Deed of Trust. Notwithstanding the foregoing, to the extent Beneficiary's lien is not impaired, such proceeds shall be used to repair and restore the Property.

ARTICLE 8 EVENTS OF DEFAULT AND REMEDIES OF BENEFICIARY.

Section 8.1 Events of Default, Notice and Cure Period

(a) Each of the following events is an "Event of Default":

(i) the failure, after notice and opportunity to cure as set forth below, to pay any sum when due under the Note or any other sum due under the Loan Documents;

(ii) the failure, after notice and opportunity to cure as set forth below, of any Loan Party to observe, perform, or discharge any obligation, term, covenant, or condition of the Loan Documents, any agreement relating to the Property, or any agreement or instrument between any Loan Party and Beneficiary, including, but not limited to the Note, and the Loan Agreement;

(iii) the entry of an order for relief under federal bankruptcy laws as to Trustor or the adjudication of Trustor as insolvent or bankrupt pursuant to the provisions of any state insolvency or bankruptcy act which is not dismissed within 90 days; the commencement by Trustor of any case, proceeding, or other action seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution, or similar relief for itself under any present or future statute, law, or regulation relating to bankruptcy, insolvency, reorganization, or other relief for debtors; Trustor's consent to, acquiescence in, or attempt to secure the appointment of, any Receiver of all or any substantial part of its properties or of the Property; Trustor's generally not paying its debts as they become due or admitting in writing its inability to pay its debts or making a general assignment for the benefit of creditors; or Trustor's taking of any action to authorize any of the acts set forth above in this Section;

(iv) any case, proceeding, or other action against Trustor is commenced, seeking to have an order for relief entered against it as a debtor or seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation relating to bankruptcy, insolvency, reorganization, or other relief for debtors, or seeking appointment of any Receiver for Trustor or for all or any substantial part of its property or for the Property, and that case, proceeding, or other action (i) results in the entry of an order for relief against it that is not fully stayed within seven (7) business Days after the entry, or (ii) remains undismissed for an aggregate of one hundred twenty (120) days (whether or not consecutive); or the possibility that any portion of the Property would, by operation of law or otherwise, devolve on or pass to any Person other than Trustor and that situation continues and is not remedied by Trustor within thirty (30) days after the happening of the event;

(v) except in connection with the senior conventional financing as approved by Beneficiary (including without limitation the Senior Loan (as defined in the Loan Agreement)), the assignment by Trustor, as lessor or sublessor, as the case may be, of the rents or the income of the Property or any part of it (other than to Beneficiary) except in accordance with Sections 5.2 or 5.3 *of* this Deed of Trust without first obtaining the written consent of Beneficiary;

(vi) the filing of any claim or lien against the Property or any part of it, whether or not the lien is prior to this Deed of Trust, .and the continued maintenance *of* the claim or lien for a period of thirty (30) days without discharge, satisfaction, or adequate bonding in accordance with the terms of this Deed of Trust;

(vii) the existence of any interest in the Property other than those of Trustor, Beneficiary, and any tenants of Trustor, and such conventional financing lender pursuant to Section 4 of the Loan as approved by Beneficiary, including the Senior Loan, and the Purchase Option and the Right of First Refusal held by the Developer; or

(viii) the sale, hypothecation, conveyance, or other disposition of the Property except in accordance with Sections 5.2 or 5.3 of this Deed of Trust, any of which will be an Event of Default because Trustor's obligation to own and operate the Property is one of the inducements to Beneficiary to make the Loan;

(ix) any representation or warranty made by any Loan Party or any other Person under this Deed of Trust or in, under, or pursuant to the Loan Documents, is false or misleading in any material respect as of the date on which the representation or warranty was made and breach of such representation or warranty materially and adversely affects the security for the Loan;

(x) any of the Loan Documents, at any time after their respective execution and delivery and for any reason, cease to be in full force or are declared null and void, or the validity or enforceability of the Loan Documents is contested by any Loan Party or any stockholder or partner of any Loan Party, or any Loan Party denies that it has any or further liability or obligation under any of the Loan Documents to which it is a party;

(xi) any of the Security Documents, at any time after their respective execution and delivery and for any reason, cease to constitute valid and subsisting liens or valid and perfected security interests in and to the property purported to be subject to any of the Security Documents; or

(xii) the occurrence of any Material Adverse Change.

(b) Notice of Event of Default:

Prior to declaring an Event of Default, the Beneficiary shall give written notice thereof ("Notice of Default") to Trustor, it's Limited Partner (as defined in the Loan Agreement) and to any lender who has requested such notice by certified mail addressed to Trustor at the address stated in this Deed of

Trust and to any lender requesting such notice at the address set forth in the request for notice from such lender, or such other addresses as may have been designated by such parties from time to time in writing. The written Notice of Default shall specify the nature of the default, the remedial actions necessary to cure the default, and a reasonable time period (not less than the time periods set forth below) after receipt of the Notice of Default to commence remedial actions. If the default is not cured to the reasonable satisfaction of the Beneficiary within the cure period, the Beneficiary may, without further prior notice, declare in writing an Event of Default under this Deed of Trust effective on the date of such declaration. Any cure made or tendered by the Limited Partner shall be accepted as though it was made by Trustor.

(c) Cure Period:

The following shall constitute the cure periods under this Deed of Trust:

(i) The cure period for the failure to pay a monetary obligation shall be fifteen (15) days after Beneficiary gives Trustor written notice of such failure to pay; and

(ii) The cure period for Trustor's failure to perform any non-monetary obligation shall be sixty (60) days after Beneficiary gives Trustor written notice of such failure to perform; provided, however, in the event Trustor cannot reasonably cure such failure within such sixty (60) day period, such failure shall not constitute an Event of Default hereunder so long as Trustor commences to cure such failure within such sixty (60) day period and thereafter diligently prosecutes such cure to completion to the satisfaction of the Beneficiary.

(d) Beneficiary's Rights Upon Event of Default:

If an Event of Default occurs, then Beneficiary may declare all the Indebtedness to be due and the Indebtedness will become due without any further presentment, demand, protest, or notice of any kind, and Beneficiary may:

(i) in person, by agent, or by a receiver, and without regard to the adequacy of security, the solvency of Trustor, or the existence of waste, enter on and take possession of the Property or any part of it in its own name or in the name of Trustee, sue for or otherwise collect the rents, issues, and profits, and apply them, less costs and expenses of operation and collection, including reasonable attorney's fees, upon the Indebtedness, all in any order that Beneficiary may determine: The entering on and taking possession of the Property, the collection of rents, issues, and profits, and the application of them will not cure or waive any default or notice of default or invalidate any act done pursuant to the notice;

(ii) commence an action to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages of real property;

(iii) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Property to be sold, which notice Trustee or Beneficiary will cause to be filed for record;

(iv) with respect to any Personalty, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the land, or proceed to sell the Personalty separately and without regard to the Land in accordance with Beneficiary's rights and remedies; or

(v) exercise any of these remedies in combination or any other remedy at law or in equity.

(e) Non-Recourse:

The parties intend that the Note secured by this Deed of Trust shall be a non-recourse note. Therefore, the Beneficiary's remedy in an Event of Default under this Deed of Trust or the Note secured hereby shall be limited to foreclosure of the Property encumbered by this Deed of Trust or the exercise of power of sale and the other rights granted under this Deed of Trust, and the Beneficiary shall have no right to obtain a deficiency judgment after such a foreclosure. This provision shall not apply in the event of Borrower's fraud, willful misappropriation, waste or intentional damage to the Property.

Section 8.2 Power of Sale

(a) If Beneficiary elects to foreclose by exercise of the power of sale in this Deed of Trust, Beneficiary will also deposit with Trustee this Deed of Trust, the Note, and any receipts and evidence of expenditures made and secured as Trustee may require. If notice of default has been given as then required by law, and the time that may be required by law to have lapsed has lapsed, after recordation of the notice of default, Trustee will, without demand on Trustor and after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as Trustee determines, and in any order that it may determine, at public auction to the highest bidder. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any notice of default at any time before Trustee's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of Indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Note or this Deed of Trust, or any of the rights, obligations, or remedies of Beneficiary or Trustee. After sale, Trustee will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Trustor, Trustee or Beneficiary, may purchase at that sale. If allowed by law, Beneficiary, if it is the purchaser, may turn in the Note at the amount owing on. it toward payment of the purchase price for endorsement of the purchase price as a payment on the Note if the amount owing exceeds the purchase price). Trustor expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale.

(b) Trustee, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Leasehold interest sold, which will convey to the purchaser all the title and interest of Trustor in the Leasehold Interest and will apply the proceeds of the sale in payment:

(i) first, of the expenses of the sale together with the expenses of the trust, including, without limitation, attorney's fees, that will become due on any default made by Trustor, and also any sums that Trustee or Beneficiary have paid for procuring a search of the title to the Property subsequent to the execution of this Deed of Trust; and

(ii) second, in payment of the Indebtedness then remaining unpaid, and the amount of all other monies with interest in this Deed of Trust agreed or provided to be paid by Trustor.

Trustee will pay the balance or surplus of the proceeds of sale to Trustor and its successors or assigns as its interests may appear.

Section 8.3 Proof of Default

If there is a sale of the Property, or any part of it, and the execution of a deed for it, the recital of default and of the recording of notice of breach and election of sale, and of the elapsing of the required time between the recording and the following notice, and of the giving of notice of sale, and of a demand by Beneficiary that the sale should be made, will be conclusive proof of the default, recording, election, elapsing of time, and the due giving of notice, and that the sale was regularly and validly made on proper demand by Beneficiary. Any deed with these recitals will be effectual and conclusive against Trustor, its successors, and assigns, and all other Persons. The receipt for the purchase money recited in any deed executed to the purchaser will be sufficient to discharge the purchaser from all obligations to see to the proper application of the purchase money.

Section 8.4 Protection of Security

If an Event of Default is declared and is continuing, Beneficiary or Trustee, without obligation to do so, without notice to or demand upon Trustor, and without releasing Trustor from any obligations or defaults may:

(a) enter on the Property in any manner and to any extent that either deems necessary to protect the security of this Deed of Trust;

(b) appear in and defend any action or proceeding purporting to affect, in any manner, the Secured Obligations or the Indebtedness, the security of this Deed of Trust, or the rights or powers of Beneficiary or Trustee;

(c) pay, purchase, or compromise any encumbrance, charge, or lien that in the judgment of Beneficiary or Trustee is prior or superior to this Deed of Trust; or

(d) pay necessary expenses, employ counsel, and pay reasonable attorney's fees.

Trustor agrees to repay on demand all sums expended by Trustee or Beneficiary pursuant to this Section with interest at the Default Rate, and this Deed of Trust will secure those sums, with interest.

Section 8.5 Receiver

If an Event of Default occurs, Beneficiary, as a matter of strict right and without notice to Trustor or anyone claiming under Trustor and without regard to the then value of the Property, will have the right to apply exparte to any court having jurisdiction to appoint a Receiver of the Property, and Trustor waives notice of any such application, provided a hearing to confirm the appointment with notice to Trustor is set within fourteen (14) days after the appointment. Any Receiver will have all the powers and duties of receivers in similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust and will continue as such and exercise all those powers until the date of confirmation of sale unless the receivership is terminated sooner.

Section 8.6 Beneficiary's Option to Cure the Default

If Trustor at any time fails to perform or comply with any of the terms, covenants and conditions required on Trustor's part to be performed and complied with under this Deed of Trust, the Note, any of the other Loan Documents, or any other agreement that under the terms of this Deed of Trust the Trustor is required to perform, then the Beneficiary, after seven (7) Business Days' notice to Trustor (or without notice if Beneficiary determines that an emergency exists) and without waiving or releasing Trustor from any of the Obligations, may, at its sole discretion and option, subject to the provisions of any of such agreements:

(a) make from its own funds any payments payable by Trustor and take out, pay for, and maintain any of the insurance policies provided for; and

(b) perform any other acts on the part of Trustor to be performed and enter on the Property for that purpose.

The making by Beneficiary of payments out of Beneficiary's own funds will not, however, be deemed to cure the default by Trustor, and the default will not be cured unless and until Trustor reimburses Beneficiary for the payments, All sums paid and all reasonable costs and expenses incurred by Beneficiary in connection with the performance of any act, together with interest on any unpaid balance at the Default Rate from the respective dates of Beneficiary's making of each payment, will be added to the principal of the Indebtedness, will be secured by the Security Documents and by the lien of this Deed of Trust, prior to any right, title, or interest in or claim on the Property attaching or accruing subsequent to the lien of this Deed of Trust, and will be payable by Trustor to Beneficiary on demand.

Section 8.7 Additional Post-Default Inspection Rights

On reasonable notice (except in the case of an emergency), and without releasing Trustor from any obligation to cure any default of Trustor, Beneficiary or its agents, representatives, and employees acting by themselves or through a court-appointed receiver, may, from time to time and at all reasonable times (or at any time in the case of an emergency) enter and inspect the Property and every part of it (including all samples of building materials, soil and groundwater, and all books, records and files of Trustor relating to the Property) and perform any acts and things as Beneficiary deems necessary or desirable to inspect, investigate, assess, and protect the security of this Deed of Trust, for the purpose of determining:

(a) the existence, location, nature, and magnitude of any past or present Release or threatened Release,

(b) the presence of any Hazardous Substances on or about the Property in violation of any Hazardous Substance Law, and

(c) the compliance by Trustor of every environmental provision of this Deed of Trust and every other Loan Document.

In furtherance of these purposes and without limitation of any of its other rights, Beneficiary may:

(a) obtain a court order to enforce Beneficiary's right to enter and inspect the Property under Civil Code Section 2929.5, to which the decision of Beneficiary as to whether there exists a Release, threatened Release, any Hazardous Substance on or about the Property in violation of any Hazardous Substance Law, or a breach by Trustor of any environmental provision of this Deed of Trust or any other Loan Document, will be deemed reasonable and conclusive as between Trustor, Trustee, and Beneficiary; and

(b) have a receiver appointed under Code of Civil Procedure Section 564 to enforce Beneficiary's right to enter and inspect the Property for Hazardous Substances.

All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections, and examinations that Beneficiary or its agents, representatives. or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and attorneys, will be paid by Trustor. In exercising its rights under this Section, Beneficiary shall use its best efforts not to materially interfere with Trustor's operation on the Property. All costs or expenses incurred by Trustee and Beneficiary pursuant to this Section (including, without limitation, court costs, consultant's fees and attorney's fees, whether incurred in litigation and whether before or (after judgment) will bear interest at the Default Rate from the date they are incurred until they have been paid in full. Except as provided by law, any inspections or tests made by Beneficiary or its representatives, employees and agents will be for Beneficiary's purposes only and will not be construed to create any responsibility or liability on the part of Beneficiary to Trustor or to any other person. Beneficiary will have the right, but not the obligation, to communicate with any governmental authority regarding any fact or reasonable belief of Beneficiary that constitutes or could constitute a breach of any of Trustor's obligations under any environmental provision in this Deed of Trust or any Loan Document.

Section 8.8 Judgment on Environmental Provision

Beneficiary or its agents, representatives, and employees may seek a judgment that Trustor has breached its covenants, representations, or warranties in Article 6 of this Deed of Trust or any other covenants, representations, or warranties that are deemed to be "environmental provisions" pursuant to Code of Civil Procedure Section 736 (each an "Environmental Provision"), by commencing and maintaining an action or actions in any court of competent jurisdiction pursuant to Code of Civil Procedure Section 736, whether commenced prior to or after foreclosure of the lien of this Deed of Trust. Beneficiary or its agents, representatives and employees may also seek an injunction to cause Trustor to abate any action in violation of any Environmental Provision and may seek the recovery of all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties and other out-of-pocket costs or expenses actually incurred by Beneficiary (collectively, "Environmental Costs") incurred or advanced by Beneficiary relating to the cleanup, remedy or other response action required by any Hazardous Substance Law, or any Hazardous Substance Claim, or which Beneficiary believes necessary to protect the Property. All Environmental Costs incurred by Beneficiary under this Section (including, without limitation, court costs, consultant fee, and attorney's fees, whether incurred in litigation and whether before or after judgment) will bear interest at the Default Rate from the date of expenditure until those sums have been paid in full. Beneficiary will be entitled to bid, at any trustee's or foreclosure sale of the Property, the amount of the costs, expenses, and interest in addition to the amount of other Indebtedness.

Section 8.9 Waive Lien

Beneficiary or its agents, representatives, and employees may waive its lien against the Property or any portion of it, including the Improvements and the Personal Property, to the extent that the Property is found to be environmentally impaired in accordance with Code of Civil Procedure Section 726.5, and may exercise all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency and Environmental Costs, including, but not limited to, seeking an attachment order under Code of Civil Procedure Section 483.010. As between Beneficiary and Trustor, for purposes of Code of Civil Procedure Section 726.5, Trustor **will** have the burden of proving that Trustor or any related party (or any affiliate or agent of Trustor or any related party) was not in any way negligent in permitting the Release or threatened Release of the Hazardous Substance.

Section 8.10 Exception to Non-recourse

Trustor agrees that regardless of anything in this Deed of Trust or in the Loan Documents, the Environmental Costs will be exceptions to any non-recourse or exculpatory provision of the Loan Documents, and Trustor will be fully and personally liable for the Environmental Costs. That liability will not be limited to the original principal amount of the obligations secured by this Deed of Trust, and Trustor's obligations will survive the foreclosure, deed in lieu of foreclosure, release, reconveyance, or any other transfer of the Property or this Deed of Trust. For the purposes of any action brought under this Section, Trustor waives the defense of laches and any applicable statute of limitations.

Section 8.11 Remedies Cumulative

All remedies of Beneficiary provided for in this Deed of Trust are cumulative and will be in addition to all other rights and remedies provided in the other Loan Documents, or provided by law or equity, including any banker's lien or right of offset. The exercise of any right or remedy by Beneficiary will not in any way constitute a cure or waiver of default, will not invalidate any act done pursuant to any notice of default, and will not prejudice Beneficiary in the exercise of any of its rights unless, in the exercise of those rights, Beneficiary collects the total amount of the Indebtedness.

II. SECURITY AGREEMENT AND FIXTURE FILING.

ARTICLE 9. SECURITY AGREEMENT.

Section 9.1 Grant of Security Interest

Trustor also grants to Beneficiary a security interest in all of Trustor's right, title, and interest now owned or later acquired to the following property (collectively, "Collateral") which is now or later affixed to or located on the Property, or used in connection with the operation of the Property or the Improvements and all the proceeds of that property: the Personalty; the Fixtures; all machinery, equipment, engines, appliances, and fixtures for generating or distributing air, water, heat, electricity, light, fuel, or refrigeration, or for cooling or ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, or garbage; all built-in furniture and installations, shelving, lockers, partitions, elevators, awnings, light fixtures, fire hoses and brackets and boxes for them, fire sprinklers, alarm systems, screens, linoleum, carpets, plumbing, bathtubs, sinks, basins, pipes, faucets, water closets, laundry equipment, washers, dryers, refrigerators, heating units, stoves, ovens, ranges, dishwashers, disposals, water heaters, incinerators, furniture, fixtures, and furnishings; all communication systems; all specifically designed installations and furnishings; all building materials, supplies and equipment now or later delivered to the Property; all office equipment, including, without limitation, all computer, computer systems, hardware and software, access codes, access keys, computer programs, file names, typewriters, duplicating machines, word processing equipment, adding machines, calculators, dictating equipment, printing presses, and related equipment; all inventories and supplies, including, without limitation, office supplies, soap, light bulbs and other electronic or audio/ video equipment; all security and cleaning deposits collected from any tenants or lessees of any part of the Property, all deposits collected from purchasers pursuant to contracts for sale of the Property or any portion of the Property; and, subject to the other provisions of this Deed of Trust, all proceeds of any fire and builder's risk insurance policy, or of any policy insuring the Property (and the contents of the Improvements) against any other perils, all awards made in eminent domain proceedings or purchases in lieu thereof made with respect to the Property, and any compensation, award, payment, or .relief given by any governmental agency or other source because of damage to the Property resulting from earthquake, flood, windstorm, or any emergency or any other event or circumstance. The specific enumerations in this Section and elsewhere in this Deed of Trust do not exclude the general.

The security interest also includes all additions to, substitutions for, changes in, or replacements of the whole or any part of these articles of property, together with all contract rights of Trustor in construction contracts, bonds, agreements for purchase and sale of the Property, all policies of insurance arising out of the improvement or ownership of the Property, and all accounts, contract rights, chattel paper, instruments, general intangibles, and other obligations of any kind now or later existing, arising out of, or in connection with the operation or development of the Property. The security interest also includes all rights now or later existing in all security agreements, leases, and other contracts securing or otherwise relating to any accounts, contract rights; chattel paper, instruments, general intangibles, or obligations; all causes of action and recoveries now or later existing for any loss or diminution in value of the Property; all proceeds of any of the Collateral; and to the extent not otherwise included, all payments under insurance (whether Beneficiary is the loss payee), or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the Collateral.

Section 9.2 Remedies

This Deed of Trust constitutes a security agreement with respect to the Collateral in which Beneficiary is granted a security interest. Beneficiary has all of the rights and remedies of a secured party under the California Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Trustor agrees to execute and deliver on demand and irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor to execute, deliver, and file, any security agreements, financing statements, continuation statements, or other instruments that Beneficiary may request to impose, perfect or continue the perfection of the lien or security interest created by this Deed of Trust. On the occurrence of any Event of Default (taking into account any applicable period of grace or cure), Beneficiary will have the right to sell at any public or private sale as permitted by applicable law any of the Collateral that is personal property. Beneficiary will also have any other rights and remedies, whether at law, in equity, or by statute that are available to secured creditors. Any disposition may be conducted by an employee or agent of Beneficiary or Trustee. Any Person, including both Trustor and Beneficiary, will be eligible to purchase any part or all of the Collateral at any disposition.

Section 9.3 Expenses

Expenses of retaking, holding, and preparing for sale, selling or the like will be borne by Trustor and will include Beneficiary's and Trustee's attorney's fees and legal expenses. Trustor, on demand of Beneficiary, will assemble the Collateral, and make it available to Beneficiary at the Property, a place deemed to be reasonably convenient to Beneficiary and Trustor. Beneficiary will give Trustor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of the Collateral or of the time after which any private sale or any other intended disposition is to be made. If the notice is sent to Trustor in the manner provided for the mailing of notices in this Deed of Trust, then such notice is deemed reasonable notice to Trustor.

Section 9.4 Fixture Filing

(a) This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to all Fixtures included within the term "Property" as used in this Deed of Trust and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures.

(b) To protect the Beneficiary against the effect of Uniform Commercial Code Section 9113, it is understood and agreed that except for ordinary maintenance and repair, if any fixture owned by Trustor on the Property, or any part of any fixture, is replaced or added to, or any new fixture owned by Trustor is installed by Trustor, and in each case the fixture has a cost or fair market value in excess of Twenty-Five Thousand Dollars ($25,000), and the fixture is or may be subject to a security interest held by a seller or any other party, the following will apply:

(i) Trustor or any owner of all or any part of the Property will, before the replacement, addition, or installation of any fixture, obtain the prior written approval of Beneficiary and give Beneficiary written notice that a security agreement with respect to the fixture has been or will be consummated, and the notice will contain the following information:

(A) a description of the fixtures to be replaced, added to, installed, or substituted;

(B) a recital of the location at which the fixtures will be replaced, added to, installed, or submitted;

(C) a statement of the name and address of the holder and amount of the security interest; and

(D) the date of the purchase of the fixtures.

Neither this Section nor any consent by Beneficiary pursuant to this Section will constitute an agreement to subordinate any right of Beneficiary in fixtures or other property covered by this Deed of Trust.

(ii) Beneficiary may at any time pay the balance due under any security agreement covering the fixtures, and the amount paid will be:

(A) secured by this Deed of Trust and will be a lien on the Property, enjoying the same priorities as this Deed of Trust,

(B) added to the amount of the Note or other obligations secured by this Deed of Trust, and

(C) payable on demand with interest at the Default Rate from the time of the payment; and if Trustor is in default for ten (10) days after demand, the entire principal sum secured with all unpaid interest will, at the Beneficiary's option, become immediately due, regardless of any contrary provision in this Deed of Trust or the Note; or Beneficiary will have the privilege of acquiring by assignment from the holder of the security interest any contract rights, accounts receivable, chattel paper, negotiable or nonnegotiable instruments, or other evidence of Trustor's indebtedness for the fixtures, and on acquiring these interests by assignment, will have the right to enforce the security interest as an assignee in accordance with the California Uniform Commercial Code and other applicable law.

(iii) whether Beneficiary has paid or taken an assignment of the security interest, if at any time Trustor is in default for a period of ten (10) days under the security agreement covering the fixtures, that default will be considered a material breach of Trustor's covenants under this Deed of Trust, and will, at Beneficiary's option, constitute a default under this Deed of Trust and the principal sum secured will, at Beneficiary's option, become immediately due.

(iv) the provisions of subsections (ii) and (iii) above will not apply if the goods that may become fixtures are of at least equivalent value and quality as any property being replaced and if the rights of the party holding the security interest have been expressly subordinated, at no cost to Beneficiary, to the lien of this Deed of Trust in a manner satisfactory to Beneficiary, including, without limitation, at Beneficiary's option, providing to Beneficiary a satisfactory opinion of counsel that this Deed of Trust constitutes a valid and subsisting first lien on the fixtures that is not subordinate to the lien of the security interest under any applicable law, including, without limitation, the provisions of Uniform Commercial Code Section 9313.

Section 9.5 Assignment of Agreements

(a) As partial security for performance of the conditions of the Loan, Trustor sells, assigns, transfers, sets over, and delivers to Beneficiary all of Trustor's right, title, and interest in all agreements, permits, and contracts pertaining to the use or operation of the Property, including, but not limited to, environmental impact reports, negative declarations, map approvals, grading and construction permits, conditional use permits, applications for all permits, management agreements, all development rights in the Property that Trustor may now or later acquire (including, without limitation, development rights arising in connection with any action by a governmental entity, including, by way of illustration, but not of limitation, inducement resolutions of county, municipal, or other governmental entities), and agreements pertaining to the transfer of development rights or permitted floor area under applicable laws or ordinances (collectively, "Agreements"), as they may be amended or otherwise modified from time to time, including, without limitation, the right of Trustor to terminate any of the Agreements, to perform under them, and to compel performance and otherwise exercise all remedies under them, together with the immediate and continuing right to collect and receive all sums that may become due to Trustor or which Trustor may now or later become entitled to demand or claim, arising or issuing out of the Agreements, including, without limitation, claims of Trustor for damages arising out breach of or default under any of the Agreements and all rights of Trustor to receive proceeds of any insurance, indemnity, warranty, or guaranty with respect to any of the Agreements. However, so long as no Event of Default has occurred and is continuing, Trustor will have the right under a license granted to collect and retain all sums that may become payable to Trustor under the Agreements.

(b) Trustor covenants and agrees to punctually observe, perform, and discharge the obligations, terms, covenants, conditions, and warranties to be observed, performed, and discharged by it under the Agreements. Beneficiary, upon an Event of Default, at its option and upon written notice to Trustor, will have the right to declare the assignment in this Section 9.5 to be absolute; and, in addition, Beneficiary will have the complete right then or later to exercise and enforce all of the rights and remedies provided by law.

(c) The acceptance by Beneficiary of the assignment in this Section, with all of the rights powers, privileges, and authority granted will not (prior to the exercise of Beneficiary's right to declare the assignment in this Section to be absolute) obligate Beneficiary to assume any obligations under the Agreements or to take any action under them, or to expend any money or incur any expense or perform or discharge any obligation, duty, or liability under the Agreements, or to assume any obligation or responsibility for the nonperformance of the provisions by Trustor.

III. ASSIGNMENT OF LEASES AND RENTS.

ARTICLE 10. ASSIGNMENT OF LEASES AND RENTS.

Section 10.1 Assignment

Trustor irrevocably assigns to Beneficiary:

(a) all of Trustor's right, title and interest in all leases, all agreements relating to the management, leasing, or operation of the Property, and all other agreements of any kind relating to the use or occupancy of the Property, whether now existing or entered into after the date of this Deed of Trust ("Leases"); and

(b) the rents, issues and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Trustor under the Leases ("Payments") for the purposes and on the terms and conditions below.

The term "Leases" will also include all guarantees of and security for the lessees' performance, and any amendments, extensions, renewals or modifications that are permitted. This is a present and absolute assignment, not an assignment for security purposes only, and Beneficiary's right to the Leases and Payments is not contingent on, and may be exercised without, possession of the Property. The terms "lessor" and "lessors" will include all owners, landlords, licensors, and other parties in a similar position with respect to the Leases. The terms "lessee" and "lessees" will include any tenants and licensees and any other parties in a similar position and will also include any guarantor of or other obligors under the Leases.

Section 10.2 License

Beneficiary confers on Trustor a license ("License") to collect and retain the Payments as they become due until the occurrence of an Event of Default. Upon an Event of Default, the License will be automatically revoked and Beneficiary may collect and retain the Payments without notice and without taking possession of the Property. Trustor irrevocably authorizes and directs the lessees under the Leases to rely on and comply with any notice or demand by Beneficiary for the payment to Beneficiary of any rental or other sums that may at any time become due under the Leases, or for the performance of any of the lessees' undertakings under the Leases. The lessees will have no right or duty to inquire as to whether any Default has actually occurred or then exists. Trustor relieves the lessees from any liability to Trustor by reason of relying on and complying with any notice or demand by Beneficiary.

Section 10.3 Effect of Assignment

The assignment will not impose on Beneficiary any duty to produce rents, issues or profits from the Property, or cause Beneficiary to be:

(a) a "mortgagee-in-possession" for any purpose;

(b) responsible for performing any of the obligations of the lessor under any of the

Leases; or

(c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property.

Beneficiary will not be liable to Trustor or any other party as a consequence of the exercise of the rights granted to Beneficiary under this assignment or the failure of Beneficiary to perform any obligation of Trustor arising under the Leases.

Section 10.4 Leasing Covenants

Trustor covenants and agrees as follows:

(a) at Trustor's sole cost to:

(i) perform all obligations of the lessor under the Leases and enforce performance by the lessees of their obligations under the Leases;

(ii) subject to the provisions of Section 10.4(b)(iv) below, enforce all remedies available to Trustor in case of default by the lessees under any of the Leases and prosecute and defend any action, arbitration, or other controversy relating to any of the Leases or to Trustor's interest in any of the Leases;

(iii) exercise diligent, good-faith efforts to keep all portions of the Property leased at all times;

(iv) promptly upon execution, deliver to Beneficiary fully executed counterpart originals of the Leases (if requested by Beneficiary); and

(b) except with Beneficiary's prior written consent, not to:

(i) enter into any Leases after the date of this Deed of Trust (except leases to residential tenants in the ordinary course of Trustor's business and in compliance with the terms and conditions set forth in the Loan Documents, and except that Trustor shall have the right to lease any portion of the Property constituting commercial space without the prior consent of Beneficiary);

(ii) except in connection with the senior conventional financing as accepted by Beneficiary (including without limitation the Senior Loan (as defined in the Loan Agreement)), execute any other assignment relating to any of the Leases or the Payments;

(iii) discount any rent or other sums due under the Leases or collect them in advance, other than to collect rent one (1) month.in advance of the time when it becomes due;

(iv) terminate, modify, or amend any of the terms of the Leases or release or discharge the lessees from any obligations (except in the case of leases to residential tenants in the ordinary course of Trustor's business and in compliance with the terms and conditions set forth in the Loan Documents);

(v) consent to any assignment or subletting by any lessee; or

(vi) subordinate any of the Leases to any other deed of trust or encumbrance.

Any attempted action in violation of the provisions of Section 10.4(b) will be voidable at Beneficiary's election.

Section 10.5 Application of Rents

Beneficiary, in its sole discretion, may apply, or require the application of, all amounts received pursuant to the assignment to the payment of any one or more of the Secured Obligations in any order that Beneficiary may elect.

Section 10.6 Estoppel Certificates

Within twenty (20) days after request by Beneficiary, Trustor will deliver to Beneficiary and to any party designated by Beneficiary estoppel certificates executed by Trustor and will use commercially reasonable efforts to obtain estoppel certificates executed by each of the lessees, in recordable form, certifying:

(a) that the assignment and the Leases are in full force;

(b) the date of each lessee's most recent payment of rent;

(c) that there are no defenses or offsets outstanding, or stating those claimed by Trustor or lessees under the assignment or under the Leases; and

(d) any other information reasonably requested by Beneficiary.

Section 10.7 Remedies with Regard to Assignment of Leases and Rents

In addition to any other remedies in this Deed of Trust, Beneficiary will have the following rights and remedies upon the occurrence of an Event of Default:

(a) To receive the Payments and any other amounts arising or accruing under the Leases or from the Property;

(b) To collect, sue for, settle, compromise, and give releases for the Payments and pursue the remedies for the enforcement of the Leases or Trustor's rights under the Leases; and

(c) To take possession of the Property and hold, manage, lease and operate it on any terms and for any period of time that Beneficiary may deem proper and, either with or without taking possession of the Property, in its own name, make from time to time all alterations, renovations, repairs, or replacements that Beneficiary may deem proper.

ARTICLE 11. MISCELLANEOUS.

Section 11.1 Successor Trustee

Beneficiary may remove Trustee or any successor trustee at any time and appoint a successor trustee by recording a written substitution in the county where the Property is located, or in any other manner permitted by law. Upon that appointment, all of the powers, rights and authority of Trustee will immediately become vested in the successor.

Section 11.2 Deleted

Section 11.3 No Waiver

No waiver by Beneficiary of any default or breach by Trustor will be implied from any omission by Beneficiary to take action on account of that default if the default persists or is repeated. Also, no express waiver will affect any default other than the default expressly waived, and such waiver will be operative only for the time and to the extent stated. Waivers of any covenant, term, or condition in this Deed of Trust will not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Beneficiary for any act by Trustor requiring further consent or approval will not be deemed to waive or render unnecessary the consent or approval for any subsequent similar act.

Section 11.4 Abandonment

Subject to any chattel mortgages, security agreement, or other liens on title that may exist with the consent of Beneficiary, or any provided for in this Deed of Trust, all Personalty that upon foreclosure of the Property is owned by Trustor and is used in connection with the operation of the Property will be deemed at Beneficiary's option to have become on that date a part of the Property and abandoned to Beneficiary in its then condition.

Section 11.5 Notices

All notices, advices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmations, or denials that may be required or contemplated under this Deed of Trust ("Notices") for any party to serve on or give to any other will be in writing, and, if not in writing, will not be deemed to have been given. Notices shall be deemed served upon personal service or five (5) calendar days after deposit in certified first-class United States mail, postage prepaid, and addressed to the parties as follows:

(a) If to Trustor, addressed to:

4464 SEPULVEDA BLVD., L.P.
c/o Community Corporation of Santa Monica
1410 2nd Street, Suite 200
Santa Monica, CA 90401
Attention: Executive Director

With copies to:
Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94101
Attn: Nicole Kline

With copies to:

NEF Assignment Corporation
540 W. Madison Street, Suite 1900
Chicago, Illinois 60661
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83751

NEF Assignment Corporation
540 W. Madison Street, Suite 1900
Chicago, Illinois 60661
Attention: SVP Asset Management

Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, Suite 5880

Los Angeles, CA 90071
Attention: Rachel Rosner

(b) If to Beneficiary, addressed to:

City of Culver City
9770 Culver Boulevard
Culver City, California 90232
Attn: City Manager

With a copy to:

City Attorney's Office
9770 Culver Boulevard
Culver City, California 90232
Attention: City Attorney

And with a copy to:

Kane, Ballmer & Berkman
515 S. Figueroa Street, Suite 780
Los Angeles, CA 90071
Attention Todd C. Mooney

All Notices shall specify the address of the Property.

Section 11.6 Survival

The covenants and agreements in this Deed of Trust will bind and inure to the benefit of Beneficiary and Trustor and their successors and assigns. Beneficiary may assign to or grant a participation in any one or more lenders, free from any right of counterclaim, recoupment, or offset by Trustor, Beneficiary's rights and obligations in whole or if part under the Loan Documents. Nothing in this Section is intended to limit any other provisions in the Loan Documents that by their terms survive the repayment of the Indebtedness or the termination of any Loan Document.

Section 11.7 Severability

If any term, provision, covenant, or condition of this Deed of Trust or any application of it is held by a court of competent jurisdiction to be invalid, void or unenforceable in whole or in part, all terms, provisions, covenants and conditions of this Deed of Trust and all applications of it not held invalid, void or unenforceable will continue in full force and will not be affected, impaired or invalidated.

Section 11.8 References to Foreclosure

References in this Deed *of* Trust to "foreclosure" and related phrases are references to the appropriate procedure in connection with Trustee's private power of sale, any judicial foreclosure proceeding, and any deed given in lieu of foreclosure.

Section 11.9 Joinder of Foreclosure

If Beneficiary holds any other or additional security for the payment of any Indebtedness or performance of any Obligation, its sale or foreclosure on any default in the payment or performance, in Beneficiary's sole discretion, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure. In addition to the rights in this Deed of Trust specifically conferred, Beneficiary may at any time exercise any right or remedy now or later given by law or equity to beneficiaries under deeds of trust generally or to the holders of any obligations of the kind secured.

Section 11.10 Methods of Extension, Release and Reconveyance

At any time and from time to time, without liability and without notice, and without releasing or otherwise affecting the liability of any person for payment of any Indebtedness,

(a) Beneficiary, at its sole discretion and only in writing, may extend the time for or release any Person now or later liable for payment of any Indebtedness, or accept or release additional security, or subordinate the lien or charge of this Deed of Trust; or

(b) Trustee, on written request by Beneficiary and presentation of the Note and any additional notes secured by this Deed of Trust and this Deed of Trust for endorsement, may reconvey any part of the Property, consent to the making of any map or plat of it, join in granting any easement on it, or join in any agreement of extension or subordination.

On Beneficiary's written request and surrender of the Note and any additional notes secured by this Deed of Trust and this Deed of Trust to Trustee for cancellation, and on payment to Trustee of its fees and expense, Trustee will reconvey without warranty the then trust property. The recitals in any reconveyance will be conclusive proof of the truthfulness of them, and the grantee in any reconveyance may be described as "the person legally entitled."

Section 11.11 Copies

Trustor will promptly give to Beneficiary copies of all notices of violation that Trustor receives from any governmental agency or authority and all notices of default that Trustor receives under any agreement relating to the borrowing of money by Trustor from any Person.

Section 11.12 ERISA Compliance

Trustor will at all times comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), with respect to any retirement or other employment benefit plan to which it is a party as employer. As soon as possible after Trustor knows, or has reason to know, that any Reportable Event (as defined in ERISA) with respect to any plan of Trustor has occurred, it will furnish to Beneficiary a statement in writing setting forth details about the Reportable Event and the action, if any, that Trustor proposes to take, together with a copy of the notice of the Reportable Event furnished to the Pension Benefit Guaranty Corporation. In addition, if at any time the Indebtedness evidenced by the Note is deemed in whole or in part to be a transaction prohibited by the provisions of ERISA, Trustor will immediately reimburse Beneficiary on demand for all taxes levied against or costs incurred by Beneficiary or Trustee by reason of the Reportable Event.

Section 11.13 Subordination

At the option of Beneficiary, this Deed of Trust will become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to any insurance proceeds, damages, awards or compensation resulting from damage to the Property or condemnation or exercise of power of eminent domain), to other financing, any contracts of sale or any leases of the Property on the execution by Beneficiary and recording of a unilateral declaration to that effect in the official records of the county and state where the Property is located. Such subordination will be under terms and conditions to be approved by Beneficiary, provided that the terms of the subordination allow the Beneficiary remedies in the event of default by the Trustor of the document in priority, including reasonable opportunity to cure any default, as the Beneficiary deems adequate in the Beneficiary's sole discretion. Beneficiary agrees to subordinate this Deed of Trust to the deed of trust securing a loan from California Municipal Finance Authority, assigned to U.S. Bank Trust Company as Fiscal Agent for the benefit of CN Financing, Inc., a California corporation, its successors and assigns, securing a loan in the original principal amount of approximately $55,000,000, under terms of that certain Subordination Agreement by and among, Trustor, Beneficiary and Senior Lender, dated as of the date hereof. Beneficiary may require the issuance of any title insurance endorsements to the Title Policy in connection with any subordination that Beneficiary, in its judgment, determines are appropriate, and Trustor will be obligated to pay any cost or expense incurred in connection with the issuance.

Section 11.14 No Merger

So long as any of the Indebtedness remains unpaid or Trustor has any further obligation under the Loan Documents, unless Beneficiary otherwise consents in writing, the fee estate of Trustor in the Property or any part of it will not merge, by operation of law or otherwise, with any leasehold or other estate in the Property or any part of it, but will always be kept separate and distinct, regardless of the union of the fee estate and the leasehold or other estate in Trustor or any other Person.

Section 11.15 Inspection of Property

Beneficiary is authorized by itself or its agents, employees, or workers, to enter at any reasonable time on prior written notice to Trustor on any part of the Property for the purpose of inspecting it, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Deed of Trust. Trustor agrees to cooperate with Beneficiary to facilitate any inspection. Beneficiary agrees not to disturb the Trustor's quiet enjoyment of the Property in the course of Beneficiary's inspection.

Section 11.16 Performance by Trustor

Trustor will faithfully perform every covenant to be performed by Trustor under any lien or encumbrance, including, without limiting the generality of this Deed of Trust, any construction loan or permanent financing, mortgages, deeds of trust, leases, declarations or covenants, conditions and restrictions, and any other agreements that affect the Property in law or in equity that Beneficiary reasonably believes may be prior and superior to or on a parity with the lien or charge of this Deed of Trust. A breach of or a default under any lien or encumbrance that exists after any applicable grace period in the pertinent instrument has expired without that breach or default having been cured, will constitute an Event of Default under this Deed of Trust. If Trustor fails to do so, Beneficiary, without demand or notice and in its sole judgment, may do any act or thing required of Trustor by any of the provisions in this Deed of Trust and incur and pay expenses in connection with such act or thing. Nothing in this Section affects Trustor's obligations pursuant to Sections 5.2 and 5.3 of this Deed of Trust or limits Beneficiary's rights.

Section 11.17 Personality Security Instruments

Trustor agrees that if Beneficiary at any time holds additional security for any obligations secured by this Deed of Trust, it may enforce the terms of it or otherwise realize on it, at its option, either before or concurrently or after a sale is made under this Deed of Trust, and may apply the proceeds on the Indebtedness secured without affecting the status or waiving any right to exhaust any other security, including the security under this Deed of Trust, and without waiving any breach or default or any right or power, whether exercised under this Deed of Trust or in any other security.

Section 11.18 Suits to Protect Property

Trustor agrees to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or any additional or other security for the obligations secured, the interest of Beneficiary or the rights, powers or duties of Trustee, and to pay all costs and expenses, including, without limitation, cost of evidence of title and attorney's fees, in any action or proceeding in which Beneficiary or Trustee may appear or be made a party, including, but not limited to, any foreclosure or other proceeding commenced by those claiming a right to any part of the Property under subordinate liens, any action to partition or condemn all or part of the Property, whether pursued to final judgment, and any exercise of the power of sale in this Deed of Trust whether or not the sale is actually consummated.

Section 11.19 Junior Liens

Other than the Housing Authority and loans made by the Developer, Trustor agrees that as of the date of this Deed of Trust there are no encumbrances to secure debts junior to this Deed of Trust and that there are to be none as of the date when this Deed of Trust becomes of record.

Section 11.20 Further Advances

On the request of Trustor or its permitted successors in ownership of the land, Beneficiary may at its option at any time before full payment of the Indebtedness make further advances to Trustor or the successors in ownership, with interest and late charges to be secured by this Deed of Trust. However, the amount of principal secured by this Deed of Trust (including the advance) and remaining unpaid at the time of the advance will not exceed the original principal sum secured. Also, if Beneficiary, at its option, makes a further advance or advances, Trustor or the successors in ownership agree to execute and deliver to Beneficiary a note, payable on or before the maturity of the Indebtedness secured and bearing any other terms that Beneficiary will require.

Section 11.21 Waiver of Statute of Limitations

The pleading of any statute of limitations as a defense to obligations secured by this Deed of Trust is waived; to the fullest extent permissible by law.

Section 11.22 Charges for Statements

Trustor agrees to pay Beneficiary's reasonable charges, to the maximum amount permitted by law, for any statement regarding the obligations secured by this Deed of Trust requested by Trustor or on its behalf.

Section 11.23 Entire Agreement

This Deed of Trust and the other Loan Documents set forth the entire understanding between Trustor and Beneficiary, and they will not be amended except by a written instrument duly executed by each of Trustor and Beneficiary. Any previous representations, warranties, agreements and understandings among the parties regarding the subject matter of the Loan Documents, whether written or oral, are superseded by this Deed of Trust and the other Loan Documents.

Section 11.24 Incorporation

All terms of the Loan Documents are incorporated in this Deed of Trust by this reference. All persons who may have or acquire an interest in the Property will be deemed to have notice of the terms of the Loan Documents.

Section 11.25 Waiver of Marshaling Rights

Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Property, waives all rights to have the Property or any other property that is now or later may be security for any Obligation ("Other Property") marshaled on any foreclosure of this Deed of Trust or on a foreclosure of any other security for any of the Obligations. Beneficiary will have the right to sell, and any court in which foreclosure proceedings may be brought **will** have the right to order a sale of, the Property and any of the Other Property as a whole or in separate parcels, in any order that Beneficiary may designate. Beneficiary will have any rights provided by California Civil Code Sections 2899 and 3433, as such sections may be amended from time to time. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien, agrees that it shall be bound by the above waiver as if it had given the waiver itself.

Section 11.26 Acceptance of Trust; Powers and Duties of Trustee

Trustee accepts this trust when this Deed of Trust is recorded. From time to time on written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of an indebtedness or the performance of any obligations, Trustee may, without liability and without notice: (i) reconvey all or any part of the Property; (ii) consent to the making of any map or plat; or (iii) join in any grant of easement, any declaration of covenants, conditions and restrictions, any extension agreement, or any agreement subordinating the lien or charge of this Deed of Trust.

Except as may be required by applicable law, Trustee or, Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trust and the enforcement of the rights and remedies available and may obtain orders or decrees directing, confirming or approving acts in the execution of the trust and the enforcement of the remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding, including, without limitation, actions in which Trustor, Beneficiary, or Trustee will be a party, unless held or commenced and maintained by Trustee under this Deed of Trust. Trustee will not be obligated to perform any act required of it under this Deed of Trust unless the performance of the act is requested in writing and Trustee is reasonably indemnified and held harmless against any loss, cost, liability, or expense.

Section 11.27 Releases, Extensions, Modifications and Additional Security

Without notice to or the consent, approval, or agreement of any persons or entities having any interest at any time in the Property or in any manner obligated under the Obligations ("Interested Parties"), Beneficiary may, from time to time, release any person or entity from liability for the payment or performance of any Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Obligation, or accept additional security or release the Property or other security for any Obligation. None of these actions will release or reduce the personal liability of any of the Interested Parties, or release or impair the lien of this Deed of Trust, or the priority of it on the Property. However, no action taken or agreement made by Beneficiary to extend the maturity or otherwise alter the terms or increase the amount of any Obligation will be binding on Trustor without Trustor's consent.

Section 11.28 Reconveyance

Upon the payment and performance of all Secured Obligations, including, without limitation, Beneficiary's receipt of all sums owing and outstanding under the Note, Beneficiary will deliver to Trustee a written request for reconveyance, and will surrender to Trustee for cancellation this Deed of Trust and any note or instrument evidencing the Obligations. However, Beneficiary will have no obligation to deliver the written request and documents until Beneficiary has been paid. by Trustor, in immediately available funds, all escrow, closing and recording costs, the costs of preparing and issuing the reconveyance, and any trustee's or reconveyance fees. On Trustee's receipt of the written request by Beneficiary and the documents, Trustee will reconvey, without warranty, the Property or that portion then held. To the extent permitted by law, the reconveyance may describe the grantee as "the person or person legally entitled" and the recitals of any matters or facts in any reconveyance will be conclusive proof of the truthfulness of them. Neither Beneficiary nor Trustee will have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Property has been fully reconveyed, the last reconveyance will operate as a reassignment of all future rents, issues and profits of the Property to the person legally entitled.

Section 11.29 Subrogation

Beneficiary will be subrogated to the lien of all encumbrances, whether released of record, and paid in whole or in part by Beneficiary pursuant to this Deed of Trust or by the proceeds of any loan secured by this Deed of Trust.

Section 11.30 Obligations of Trustor, Joint and Several

If more than one person has executed this Deed of Trust as "Trustor," the obligations of all those persons will be joint and several.

Section 11.31 Recourse to Separate Property

Any married person who executes this Deed of Trust as a Trustor agrees that any money judgment that Beneficiary or Trustee obtains pursuant to the terms of this Deed of Trust or any other obligation of that married person secured by this Deed of Trust may be collected by execution on that person's separate property and on any community property.

Section 11.32 Rules of Construction

When the identity of the parties or other circumstances makes it appropriate, the singular number includes the plural.

Section 11.33 Successors in Interest

The terms, covenants and conditions in this Deed of Trust will be binding on and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section does not waive the provisions of Section 5.3.

Section 11.34 No Offset

Trustor will pay to Beneficiary all amounts owing under the Note, this Deed of Trust, or any of the other Obligations without deduction, setoff, or counterclaim of any kind.

Section 11.35 Governing Law

The parties expressly agree that this Deed of Trust (including, without limitation, all questions regarding permissive rates of interest) will be governed by or construed in accordance with the laws of California.

Section 11.36 Beneficiary's Capacity

Trustor agrees that Beneficiary, in making the Loan and entering into this Deed of Trust is acting and shall be deemed to be acting solely in Beneficiary's capacity as a lender for all purposes and in all respects, and nothing contained in this Deed of Trust shall be deemed directly or indirectly to restrict or impair in any manner or respect whatsoever any of Beneficiary's governmental powers or rights or the exercise thereof by Beneficiary, whether with respect to the Property or the use thereof or otherwise. It is intended that Trustor shall be obligated to fulfill and comply with all such requirements as may be imposed by any governmental agency or authority of the Beneficiary having or exercising jurisdiction over the Property in Beneficiary's governmental capacity.

Section 11.37 Reasonableness Standard

Each party to this Agreement shall act reasonably in taking any action or making any decision permitted or required pursuant to this Agreement; provided, however, that the foregoing shall not apply in situations in which this Agreement expressly provides that a party may act or make a decision in its "sole" or in its "sole and absolute" discretion.

SIGNATURE BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

TRUSTOR:

4464 Sepulveda Blvd., L.P.,
a California limited partnership

By: 4464 Sepulveda Blvd. LLC,
a California limited liability company,
its general partner

By: Community Corporation of Santa Monica,
a California nonprofit public benefit corporation,
its sole member/manager

By: T Barauskas

Tara Barauskas
Executive Director

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 December 22, 2025 before me, Monique Marie Gutierrez, a Notary Public, personally appeared Tara Barauskas, 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.

MONIQUE MARIE GUTIERREZ
Notary Public - California
Los Angeles County
Commission # 2463152
My Comm. Expires Sep 12, 2027

975.010/665012

EXHIBIT A

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

PARCEL C AS SHOWN ON PARCEL MAP NO. 83986, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 428 PAGES 48 TO 53 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

NONEXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, UTILITIES MAINTENANCE AND SUPPORT AS ESTABLISHED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDING FOR RECIPROCAL EASEMENTS, JOINT USE AND MAINTENANCE RECORDED CONCURRENTLY HEREWITH, IN THE OFFICE OF THE COUNTY OF SAID COUNTY, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

APN:4215-009-016 PORTION

Exhibit D

Option and Purchase Agreement

[behind this page]

This page is part of your document - DO NOT DISCARD

20260005606

Pages: 0022

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/05/26 AT 08:00AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

LEADSHEET

202601050110016

00026177738

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SEQ:
01

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

E704733

1909305z

Commonwealth Land Title Company

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Culver City
9770 Culver Boulevard
Culver City, California 90232
Attn: City Manager

NO FILING FEE REQUIRED:
GOVERNMENT CODE SECTION 27383

SPACE ABOVE FOR RECORDER'S USE

19 09305

OPTION AND PURCHASE AGREEMENT

THIS OPTION AND PURCHASE AGREEMENT (this "Option Agreement") is entered into on December 31, 2025, by and between the CITY OF CULVER CITY, a California municipal corporation ("Lender"), 4464 SEPULVEDA BLVD., LP., a California limited partnership ("Borrower"), and COMMUNITY CORPORATION OF SANTA MONICA, a California a nonprofit public benefit corporation, (the "Developer") and is made with reference to the following:

RECITALS

A. City of Culver City is a municipal corporation organized and existing under the laws of the State of California.

B. Borrower is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of California.

C. Borrower is or will have a leasehold interest in certain real property located in the City of Culver City, California and more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference (the "Site").

D. Borrower has applied to the Lender for a loan in the amount of FIFTEEN MILLION AND NO/100 DOLLARS ($15,000,000.00) (the "Loan") to fund construction costs associated with the Property, and intends to construct, and operate affordable housing on the Site ("Project") in consideration for the Loan.

E. As an inducement for the Lender to provide the Loan, Borrower has agreed to enter into the Loan Agreement ("Loan Agreement"), dated on or about the date hereof, Promissory Note ("Note"), Deed of Trust ("Deed of Trust"), UCC-1 Deed of Trust, Assignment of Contracts and Plans, and this Option Agreement (collectively, "the Loan Documents") and has agreed to the performance of the terms and conditions set forth therein.

975.010/688655

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, it is mutually agreed by and between the Lender and Borrower as follows:

1. **RECITALS.**

The above recitals are incorporated by reference into this Agreement.

2. **GRANT OF OPTION.**

2.1 **Grant of Option; Consideration.** In consideration of the Lender's provision of the Loan pursuant to the Loan Documents, Borrower hereby grants to the Lender, and its successors and assigns, an option (the "Option") to acquire Borrower's leasehold interest in the Site, and the Project and all personal property affixed to the Property ("Personal Property"), subject to the rights of any senior construction financing approved by Lender in accordance with the Loan Documents. For purposes of this Option Agreement "Property" includes all of Borrower's right, leasehold interest in and to the land described in Exhibit A, together with the following: (i) all improvements as of the date of this Option Agreement or thereafter acquired by Borrower and located on the Site; and (ii) all of Borrower's rights, title and interest as lessor under any tenant lease related to the Project.

2.2 **Exercise Date.** The Lender may exercise the Option under the terms and conditions set forth herein, upon the earliest to occur of (i) an Event of Default, as set forth in Section 10 of the Loan Agreement, subject to any rights to cure therein; or (ii) commencing from the end of the 15-year tax credit compliance period through the end of fifty-eight (58) year term of the Lender's Loan.

2.3 **Option Price.** The purchase price for the Lender's acquisition of the Property pursuant to the exercise of the Option herein granted (the "Option Price") shall be the Fair Market Value as determined by an MAI Appraiser selected by the Lender and the investor limited partner of Borrower (the "Investor"). In the event of a dispute between Lender and Borrower regarding Fair Market Value, Lender and Borrower agrees that Fair Market Value shall be determined in accordance with the dispute process described in Section 2.7, below. For purposes herein, "**Fair Market Value**" means the most probable sale price in terms of money which the Property should bring in a competitive and open market under the conditions' requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably in light of any then-existing restrictive covenants limiting uses of the Property.

2.4 **Payment of Option Price.** The Option Price shall be payable by the Lender by (i) crediting any remaining unpaid principal and all accrued but unpaid interest outstanding under the Loan

Documents against the Option Price (pursuant to which Lender will deliver the cancelled Note); (ii) the repayment by the Lender of any outstanding principal balance and accrued but unpaid interest of any third party loans secured by any mortgages or other liens recorded against the Property in a position senior to the Lender Lien and in accordance with the Loan Documents ("Senior Third Party Loans"); (iii) the assumption by the Lender of any outstanding principal balance and accrued but unpaid interest of any third party loans secured by any mortgages or other liens recorded against the Property in a position subordinate to the Lender Lien ("Subordinate Third Party Loans", and together with Senior Third Party Loans, "Third Party Loans") provided that any such Subordinate Third Party Loans were previously approved by the Lender in accordance with the terms and conditions of the Loan Documents; and (iv) the payment of the difference between the Option Price and the sum of the amounts described in subparagraphs (i) through (iv) of this Section ("Difference Amount"). If the Difference Amount is negative, then Lender shall have no payment obligation other than as provided in subparagraphs (i) through (iv).

2.5 Written Updates Regarding Option.

2.5.1 Annual Notices by Borrower. In the annual report to the Lender as required by the terms of the Loan Documents, Borrower will provide notice to the Lender of the remaining period for the Exercise Date of the Option. The notice pursuant to this Section 2.5.1 shall include a statement that effective up through the Exercise Date, the Lender shall have certain Option rights to acquire the Property as more particularly set forth in this Option Agreement.

2.5.2 Option Notice. In addition to the annual report, Borrower shall also notify the Lender, in writing in accordance with the notice provisions set forth further below, of the Lender's right to exercise the Option in accordance with this Option Agreement ("Option Notice"). Borrower shall send the Option Notice not more than six months and not less than three months prior to the Exercise Date, or such other date as agreed to in writing by the Parties.

2.6 Lender's Exercise of Option. The Lender may deliver to Borrower written notice of the Lender 's intent to exercise the Option at any time prior to the expiration of the Exercise Date, or such other date as agreed to in writing by the Parties.

2.7 Dispute Process for Fair Market Value Determination.

2.7.1 Dispute Process. If the Lender and Borrower do not agree on the Fair Market Value, then each party, at its own cost and by giving notice to the other party, shall appoint a Qualified Appraiser to provide its determination of the Fair Market Value. If a party does not appoint a Qualified Appraiser within thirty (30) days following the appointment of a Qualified Appraiser by the other party, then the single Qualified Appraiser appointed shall be the sole Qualified Appraiser and shall set the Fair Market Value.

2.7.2 Process for Appraisals. Within sixty (60) days following the notice by the first party designating a Qualified Appraiser, the parties shall cause their respective Qualified Appraisers to exchange their determinations of the Fair Market Value based on the assumptions and criteria set forth in the definition of Fair Market Value contained in Section 1 above. If a party fails to cause its Qualified Appraiser to timely provide its determination of the Fair Market Value in accordance with the preceding sentence, then the Fair Market Value determined by the other Qualified Appraiser that timely provides its determination of such Fair Market Value shall be the amount of the Fair Market Value.

2.7.3 Deemed Fair Market Value. If the two Appraisals are within ten percent (10%) of the higher of the two Appraisals, then the Fair Market Value shall be deemed the average of the two Appraisals.

2.7.4 Binding Fair Market Value. If the two Appraisals are not within ten percent (10%) of the higher of the two Appraisals, then the two previously appointed Qualified Appraisers shall, within fifteen (15) business days, jointly select a third Qualified Appraiser (the "Jointly Selected. Appraiser") and instruct the Jointly Selected Appraiser to conduct a third appraisal. If the third appraised value is less than either of the previous two appraised values, then the Fair Market Value will be the average of the two lowest appraised values. If the third appraisal is greater than the first two, then Fair Market Value shall be the average of the two highest appraised values. If the third appraised value is between the previous two appraised values, then the Fair Market Value shall be the third appraised value. The Joint Selected Appraiser shall render his/her determination within sixty (60) days of his/her appointment. If the two Qualified Appraisers fail to appoint a Jointly Selected Appraiser within such fifteen (15) business day period, then either the Lender or the Borrower may petition a court of competent jurisdiction to appoint a third Qualified Appraiser in the same manner provided for the appointment of an arbitrator pursuant to California Code of Civil Procedure Section 1281.6.

Upon receipt by the Lender and Borrower of the Jointly Selected Appraiser's determination of the Fair Market Value, such Fair Market Value shall be binding on the Lender, the Borrower, and the Investor.

2.7.5 Costs. Lender and the Borrower shall each be responsible for payment of the Qualified Appraiser selected by the Lender and the Borrower, respectively. If a third Qualified Appraiser is selected to determine any matters, the Lender and the Borrower shall each pay 50% of said third Qualified Appraiser's cost.

2.8 Developer's ROFR and Option. The Lender acknowledges that the Borrower and the Investor, pursuant to that certain Purchase Option and Right of First Refusal Agreement ("ROFR and Option Agreement") dated on or about the date hereof, have granted to Community Corporation of Santa Monica, a California nonprofit public benefit corporation ("Developer") that is the sole member of the Borrower's general partner, a right of first refusal ("ROFR") and an option to purchase ("Developer Option"), after the end of the 15-year compliance period (as defined in Section 42(i)(l)) of the Project, to acquire the Assets. So long as no Event of Default exists and is continuing, the Lender agrees that Developer or a successor general partner selected by the Investor for admission to the Borrower (the "Successor GP") shall have the right to exercise the ROFR and Developer Option to purchase the Property or the limited partner interests under the ROFR and Option Agreement or an agreement among the Borrower, the Successor GP, and the Investor in a form substantially similar to the ROFR and Option Agreement, as applicable, and such exercise shall not constitute an Event of Default under the Loan Documents and shall not trigger the Lender's Option, provided that this Option Agreement shall be binding upon Developer or the Successor GP after Developer's or the Successor GP's acquisition of the Property, provided however, that Developer or the Successor GP may enter into a similar ROFR and Option Agreement with a subsequent investor to which this Option Agreement shall be subject to. The Lender's Option is subordinate to the Developer Option.

3. PROCEDURES FOR PURCHASE.

To the extent possible, and unless otherwise agreed in writing by the parties, the following procedures shall apply with regard to the purchase:

3.1 Escrow Company. Upon issuance of the Lender's exercise of its Option, if any, the Lender shall open an escrow at an escrow company selected by the Lender as soon as feasibly thereafter from the date of such notice.

3.2 Title Insurance; Survey. The Lender shall be responsible for obtaining and paying for any policy of title insurance desired by the Lender; and the Lender shall be responsible for any survey desired by the Lender.

3.3 Transfer of Real Property. Borrower shall convey and transfer title to the Property by a recordable statutory grant deed (the "Grant Deed") in a form reasonably acceptable to the Lender.

3.4 Personal Property. All Personal Property shall be conveyed by a bill of sale to the Lender at closing.

3.5 Closing Deposits. Borrower shall deposit with the escrow holder the Grant Deed, property documents, surveys, specifications and plans, assignment of contracts, assignment and assumption of leases, and any other documents customarily deposited by sellers with escrow, and with the Lender the tenant leases, rent roll, tenant income certifications, books and records, and other documents rental documents customarily provided by landlords to the transferee at the time of sale.

3.6 Closing Costs. All customary real estate transfer closing costs incurred in connection with the conveyance of the Property to the Lender pursuant to the exercise of the Option shall be paid for by the Lender.

3.7 Closing Date; Possession. The closing of the sale of the. Property shall occur as soon as feasibly possible after the Lender exercises the Option. As used herein, references to "closing" or "Closing Date" shall mean the closing of the purchase and sale pursuant to the Option, as evidenced by the recordation of the Grant Deed in the Official Records of Los Angeles County. The Lender shall be entitled to possession of the Property on the Closing Date, subject to rights of tenants in possession.

3.8 Prorations. The parties shall prorate the following as of the Day of Closing Option: real property taxes and special assessments for the tax year of the closing date; utility charges; operating expenses with respect to the Project; rents, and such other items that are customarily prorated in transactions of this nature shall also be prorated.

4. ENVIRONMENTAL TESTS.

4.1 Access Rights for Testing. During the period commencing upon the Exercise Date and ending upon the Closing Date, Borrower shall cooperate with and permit the Lender to access the Property during regular business hours and upon reasonable notice for the purpose of obtaining data and conducting any surveys and tests requested by the Lender, including, without limitation, an inspection of the improvements on the Property and the environmental condition of the Property. Any surveys and tests conducted on the Property by the Lender's Representatives shall be done at the sole expense of the Lender.

4.2 Right to Cancel Exercise of Option. In the event that the Lender finds, in its sole discretion, that the title of the Property cannot be conveyed in an acceptable manner or that the Property or improvements thereon contain defects or Hazardous Materials as such terms is defined in the Deed of Trust which is unacceptable to the Lender, then the Lender shall have the right to cancel its exercise of the Option. The Lender shall provide Borrower with written notice of such cancellation prior to the Closing Date.

5. REPRESENTATIONS AND WARRANTIES.

BORROWER hereby represents and warrants to the Lender as follows:

5.1. Authorization. Borrower has the legal power, right and authority to execute, deliver and enter into this Option Agreement and any and all other agreements and documents required to be executed and delivered by Borrower in order to carry out, give effect to, and consummate the transactions contemplated by this Option Agreement, and to perform and observe the terms and provisions of all of the above.

5.2. Valid and Binding Agreements. This Option Agreement and other documents or instruments which have been executed and delivered pursuant to or in connection with this Option Agreement constitute or, if not yet executed or delivered, will constitute when so executed and delivered, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

5.3 Contingent Obligations. Based upon information currently known to Borrower, Borrower does not have any contingent obligations or any contractual agreements which could materially adversely affect the ability of Borrower to carry out its obligations hereunder.

5.4 Litigation. To Borrower's best knowledge, no action, suit or proceedings are pending or threatened before any govemmental department, commission, board, bureau, agency or instrumentality to which Borrower 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 Lender which could materially adversely affect the ability of Borrower to carry out its obligations hereunder.

5.5 No Conflict. Borrower's execution and delivery of this Option Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Option 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 Borrower, or any provision of the organizational documents of Borrower, or, to the best of Borrower's knowledge, will conflict with or constitute a breach of or a default under any agreement to which Borrower is a party, or will result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

5.6 No Borrower Bankruptcy. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, receivership or other proceedings are pending or threatened against Borrower or any other parties affiliated with Borrower, nor are any of such proceedings contemplated by Borrower or any parties affiliated with Borrower.

6. DEFAULTS, REMEDIES AND TERMINATION

6.1 Notice of Default; Obligation to Cure. If either Borrower or the Lender defaults with regard to any provision of this Option Agreement, the non-defaulting party will serve written notice of default on the defaulting party. If the default is not cured or commenced to be cured and thereafter diligently pursued to completion by the defaulting party within thirty (30) calendar days after service of the notice of default (an "Event of Default"), the defaulting party will be liable to the other party for any damages caused by the default and other relief as is afforded by applicable law.

6.2 Remedies; Action for Specific Performance.

6.2.1 Notice of Default. If either Borrower or the Lender defaults under any of the provisions of this Option Agreement after the Lender's Conveyance of title, the non-defaulting party will serve written notice of the default on the defaulting party. If the default is not commenced to be cured and thereafter diligently pursued to completion by the defaulting party within thirty (30) calendar days of service of the notice of default (an "Event of Default"), the non-defaulting party at its option may institute an action for specific performance of the terms of this Option Agreement.

6.2.2 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Option Agreement, either party may institute an action at law or equity to cure, correct or remedy any Event of Default, to recover damages as provided herein for any Event of Default, or to obtain any other remedy consistent with the purpose of this Option Agreement. Such legal actions may be instituted in the Superior Court of the County of Los Angeles, State of California.

6.2.3 Rights and Remedies are Cumulative. To the extent permitted by law and except with respect to rights and remedies expressly declared to be exclusive in this Option 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 Event of Default or any other Event of Default by the other party.

6.2.4 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such 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.

7. NOTICES, DEMANDS AND COMMUNICATIONS BETWEEN THE PARTIES

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Option Agreement shall be in writing ("Notice") and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

If to Borrower:
4464 SEPULVEDA BLVD., L.P.
c/o Community Corporation of Santa Monica
1410 2nd Street, Suite 200
Santa Monica, CA 90401
Attention: Executive Director

With a copy to:
Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Nicole Kline

If to Investor:
NEF Assignment Corporation
540 W. Madison Street, Suite 1900
Chicago, Illinois 60661
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT #83751

With a copy to:
NEF Assignment Corporation
540 W. Madison Street, Suite 1900
Chicago, Illinois 60661
Attention: SVP Asset Management

With a copy to:
Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, Suite 5880
Los Angeles, CA 90071
Attention: Rachel Rosner

If to Developer:
Community Corporation of Santa Monica
1410 2nd Street, Suite 200
Santa Monica, CA 90401
Attention: Executive Director

If to City:
City of Culver City
9770 Culver Boulevard
Culver City, California 90232
Attention: City Manager

With a copy to: City Attorney's Office
9770 Culver Boulevard
Culver City, California 90232
Attention: City Attorney

And with a copy to:
Kane, Ballmer & Berkman
515 S. Figueroa Street, Suite 780
Los Angeles, CA 90071
Attention Todd C. Mooney

Any Notice shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail. All Notice(s) shall specify the address of the Property and shall specifically reference this Purchase Option.

8. GENERAL PROVISIONS

8.1 Successors and Assigns. All of the terms, covenants and conditions of this Option Agreement shall be binding upon Borrower and the permitted successors and assigns of Borrower, including Developer or the Successor GP if it acquires the Property pursuant to the exercise of the ROFR and Option Agreement or an agreement in substantially the same form as the ROFR and Option Agreement.

8.2 **Applicable Law; Interpretation.** The laws of the State of California shall govern the interpretation and enforcement of this Option Agreement. This Option Agreement shall be construed as a whole and in accordance with its fair meaning and as though both of the parties participated equally in its drafting. Captions and organizations are for convenience only and shall not be used in construing meaning.

8.3 **Prohibition Against Transfer.** This Option Agreement is binding upon the parties hereto and their respective successors and assigns. Borrower shall not assign, hypothecate, or transfer this Agreement or any interest herein directly or indirectly, by operation of law or otherwise, without the prior written consent of the Lender which may be withheld in the Lender's sole discretion. Any attempt to do so without said consent shall be null and void, and any assignee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

8.4 **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 Option Agreement.

8.5 **Third Party Beneficiaries.** This Option Agreement is made and entered into for the sole protection and benefit of the Lender, its successors and assigns, and Borrower, its permitted successors and assigns, and no other person or persons other than the Investor shall have any right of action hereon.

8.6 Entire Agreement. This Option Agreement, along with the Loan Documents incorporated herein by reference, constitute the entire understanding and agreement of the Parties with respect to the subject matter between the parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral. Any amendment of this Option Agreement must be in writing and signed by the appropriate authorities of the Lender or Borrower.

8.7 Waiver. No waiver of a breach of any provision of this Agreement shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

8.8 Counterparts. This Option Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this Option Agreement to be executed the day and date first above written.

LENDER:

APPROVED AS TO CONTENT:

By:
Tevis Barnes
Housing and Human Services Director

CITY OF CULVER CITY,
a California municipal corporation

By:
Name: JOHN M NACHBAR
City Manager

APPROVED AS TO FORM:

By:
For Heather Baker
City Attorney

KANE, BALLMER & BERKMAN
City Special Counsel

By: Signed in Counterpart
Todd C. Mooney

975.010/638...

IN WITNESS WHEREOF, the parties have caused this Option Agreement to be executed the date first above written.

LENDER:

APPROVED AS TO CONTENT:

By: Signed in Counterpart
Tevis Barnes
Housing and Human Services Director

CITY OF CULVER CITY,
a California municipal corporation

By: Signed in Counterpart
Name: John M. Nachbar
City Manager

APPROVED AS TO FORM:

By: Signed in Counterpart
Heather Baker
City Attorney

KANE, BALLMER & BERKMAN
City Special Counsel

By: Todd C. Mooney
Todd C. Mooney

975.010/688655

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 December 22, 2025 before me MARIAN T. Aspnes, Notary Public personally appeared John M. Nackbar, 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.

MARIAN T. ASPNES
Notary Public - California
Los Angeles County
Commission # 2408170
My Comm. Expires Jul 11, 2026

WITNESS my hand and official seal.

Marian T. Aspnes
Signature of Notary Public

MARIAN T. ASPNES
Notary Public - California
Los Angeles County
Commission # 2408170
My Comm. Expires Jul 11, 2026

975.010/688/13

ILLEGIBLE NOTARY DECLARATION

GOVERNMENT CODE 27361.7

NAME OF NOTARY PUBLIC: MARIAN T. ASPNES

DATE COMMISSION EXPIRES: JULY 11, 2026

NOTARY IDENTIFICATION NUMBER: 2408170

MANUFACTURER/VENDOR IDENTIFICATION NUMBER: NNA1

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

PLACE OF EXECUTION: Los Angeles, CA

DATE: 12/26 /2025

Debbie Rubio , COMMONWEALTH TITLE COMPANY

BORROWER:

4464 SEPULVEDA BLVD., LP.,
a California limited partnership

By: 4464 Sepulveda Blvd. LLC,
a California limited liability
company, its general partner

By: Community Corporation of Santa Monica,
a California nonprofit public benefit
corporation, its sole member / manager

By: TBarauskas

Tara Barauskas
Executive Director

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 December 22, 2025 before me Monique Marie Gutierrez, notary public personally appeared Tara Barauskas, 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.

MONIQUE MARIE GUTIERREZ
Notary Public - California
Los Angeles County
Commission # 2463152
My Comm. Expires Sep 12, 2027

Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

DEVELOPER:

COMMUNITY CORPORATION OF
SANTA MONICA,
a California nonprofit public benefit corporation

By: [signature]
Tara Barauskas,
Executive Director

975.010/688655

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 December 22, 2025 before me Monique Marie Gutierrez, Notary public personally appeared Tara Baravskas, 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.

MONIQUE MARIE GUTIERREZ
Notary Public - California
Los Angeles County
Commission # 2463152
My Comm. Expires Sep 12, 2027

Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

ILLEGIBLE NOTARY DECLARATION

GOVERNMENT CODE 27361.7

NAME OF NOTARY PUBLIC: Monique Marie Gutierrez

DATE COMMISSION EXPIRES: Sep 12, 2027

NOTARY IDENTIFICATION NUMBER: 2463152

MANUFACTURER/VENDOR IDENTIFICATION NUMBER: NNA1

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

PLACE OF EXECUTION: Los Angeles, CA

DATE: 12/31/2025

Chelsea Trutanich

Chelsea Trutanich, COMMONWEALTH TITLE COMPANY

EXHIBIT A

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

PARCEL C AS SHOWN ON PARCEL MAP NO. 83986, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 428 PAGES 48 TO 53 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

NONEXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, UTILITIES MAINTENANCE AND SUPPORT AS ESTABLISHED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDING FOR RECIPROCAL EASEMENTS, JOINT USE AND MAINTENANCE RECORDED CONCURRENTLY HEREWITH, IN THE OFFICE OF THE COUNTY OF SAID COUNTY, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

APN: 4215-009-016 PORTION

Exhibit E

Assignment of Contracts and Plans

[behind this page]

ASSIGNMENT OF CONTRACTS AND PLANS

THIS ASSIGNMENT OF CONTRACTS AND PLANS ("Assignment"), dated as of December ___, 2025 is made by 4464 SEPULVEDA BLVD., L.P., a California limited partnership (the "Borrower") in favor of the CITY OF CULVER CITY, a municipal corporation of the State of California (the "Lender"), in connection with that certain Loan Agreement dated concurrently with this Assignment, between Borrower and Lender and related financing agreements (collectively, the "Loan Documents"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth for them in the Loan Documents.

1. Assignment. As security for the performance in full of all obligations of Borrower to Lender under the Loan Documents, subject to the rights of any senior lender, Borrower hereby assigns and transfers to Lender all of its right, title and interest in and to:

(a) All construction, development, easement, service, supply, management, landscaping, engineering, consulting, and architectural contracts and agreements and all other similar contracts and agreements relating to the development of the real property described in the Loan Documents as the "Property", whoever the parties are to such contracts and agreements and whether such contracts and agreements are currently in existence or are subsequently entered into, together with all amendments, modifications, and supplements thereto and any collateral for any third party's performance under any of the contracts and agreements herein described.

(b) All permits, plans, specifications, surveys, drawings, and other technical descriptions of whatever nature now or hereafter existing that relate to the development, construction, reconstruction, restoration, decoration, repair, or replacement of the Project, including without limitation the plans and specifications for the Project including without limitation those prepared by Borrower's architect , and all amendments, modifications, and supplements to any of the writings described in this subparagraph (b), (collectively referred to as the "Plans").

All of the writings described in subparagraphs (a) and (b) above are sometimes herein referred to collectively as the "Contracts". This Assignment of the Contracts is an absolute assignment thereof for security purposes, which shall become void and of no further force or effect with respect to the Property upon the Lender's determination that development of the Project has been completed as agreed between the parties.

2. Warranties and Representations. Borrower warrants and represents that (a) it is the true owner of the interests under the Contracts; and (b) it has not assigned or granted a security interest in any of the Contracts to any person or entity other than the Lender, except as required to secure Borrower's financing for construction of the Project.

3. No Assumption by Lender. Neither this Assignment nor any action or actions on the part of the Lender shall constitute an assumption of any obligations on the part of the Lender under the Contracts, and Borrower shall continue to be liable for all obligations thereunder. Borrower hereby agrees to perform any and all uncontested obligations it may have under the Contracts and to take such steps as may be reasonably necessary or appropriate to secure performance by all other parties of their obligations under the Contracts.

4. Use of Plans. The Lender may use the Plans for any purpose relating to the Project, including, without limitation, inspections of construction and the completion of the Project, subject to the rights of the architect. For the purpose of completing, maintaining, restoring, and otherwise dealing with the Project, the Lender may reassign its right, title, and interest in the Plans to any persons or entities succeeding to the Lender 's or Borrower's interest in the Project or any portion thereof, in the Lender's sole discretion without any requirements for the consent of Borrower or Borrower's architect or other party who prepared the Plans, and any such reassignment shall be valid and binding upon Borrower and Borrower's architect as fully as if each had expressly approved the same.

5. No Approval of Plans. The Lender's acceptance of this Assignment shall not constitute approval of the Plans by the Lender. The Lender has no liability or obligation whatsoever in connection with the Plans and no responsibility for the adequacy thereof or for the construction of the Project. Subject to the provisions of the Loan Documents, the Lender has the right but not the duty to inspect the Project. No such inspection nor any failure by the Lender to make objections after any such inspection shall constitute a representation by the Lender that the Project is in accordance with the Plans or constitute a waiver of the Lender's right thereafter to insist that the Project be constructed in strict accordance with the Plans.

6. Benefits Conditionally Retained by Borrower. The Lender hereby grants Borrower the right to continue to receive the benefits of, and exercise the rights under, the Contracts unless and until an Event of Default under the Loan Documents occurs, in which event such rights may be revoked

at any time thereafter at the option of the Lender. The Lender may not exercise its rights under this Assignment until an Event of Default under the Loan Documents occurs.

7. Action by the Lender Following Default. The Lender shall have the right, but not the obligation, at any time following the occurrence of an Event of Default subject to any notice requirements and cure periods under the Loan Documents, without notice and without taking possession of the Project or any part thereof, to take in its name or in the name of Borrower or otherwise such action as the Lender may at any time or from time to time determine to be necessary to cure any default under the Contracts or to protect or exercise the rights of Borrower or the Lender thereunder, and may otherwise exercise any other rights or remedies the Lender has under the Loan Documents. The Lender agrees to indemnify and hold the Borrower and Borrower's contractors free and harmless from and against any loss, costs, liability, or expense (including but not limited to actual attorneys' and accountants' fees and expenses, based on itemized invoices for time and charges, court costs and investigation expenses) directly resulting from the Lender's exercise of rights hereunder, unless such loss, cost, liability, or expense arises from or results from (a) the negligence or willful misconduct of Borrower, its employees or agents, or (b) any other act or omission of the Borrower, its employees and agents, to the extent it is not covered by any insurance policy required to be and actually carried by Borrower under the Loan Documents.

8. Power of Attorney. Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful agent and attorney-in-fact, with full power of substitution, to demand, receive, and enforce all rights of Borrower under the Contracts, to modify, supplement, and terminate the Contracts, to give appropriate releases, receipts for or on behalf of Borrower in connection with the Contracts, with the same force and effect as Borrower could do if this Assignment had not been made, which appointment shall be effective following the occurrence of an Event of Default under the Loan Documents. Borrower authorizes any third party to exclusively rely on the certificate of an officer of the Lender for the establishment of an Event *of* Default and hereby waives and releases any claim Borrower may have against such third party for such reliance. Borrower hereby agrees to deliver to the Lender, upon the Lender's written demand, originals of all of the Contracts and such other instruments and documents as the Lender may reasonably require in order to permit the Lender's succession to the right, title, and interest of Borrower in and to the Contracts as provided herein. It is

hereby recognized that the power of attorney herein granted is coupled with an interest and is irrevocable.

9. Binding Effect. This Assignment shall be binding upon Borrower and Borrower's heirs, executors, administrators, legal representatives, successors, and assigns, and shall inure to the benefit of the Lender and its successors and assigns. The Lender may reassign its right, title, and interest in and to the Contracts in whole or in part, to any person or entities succeeding to the Lender's or Borrower's interest in any portion *of* the Site, in the Lender's sole discretion without any requirement for Borrower's or any other party's consent, and any such reassignment shall be valid and binding upon Borrower and the other parties to the Contracts as fully as if each had expressly approved the same.

10. Governing Law. This Assignment shall be governed by and construed under the laws of the State of California, except to the extent preempted by federal law, in which case federal law shall control.

SIGNATURE ON NEXT PAGE

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the date first written above.

BORROWER:

4464 SEPULVEDA BLVD., LP.,
a California limited partnership

By: 4464 Sepulveda Blvd. LLC,
a California limited liability company, its general partner

By: Community Corporation of Santa Monica,
a California nonprofit public benefit corporation, its sole member/manager

By: TBarauskas
Tara Barauskas
Executive Director

Exhibit F
Subordination Agreement

[behind this page]

This page is part of your document - DO NOT DISCARD

20260005612

Pages: 0027

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/05/26 AT 08:00AM

FEES:	97.00
TAXES:	0.00
OTHER:	0.00
PAID:	97.00

LEADSHEET

202601050110016

00026177744

015719781

SEQ:
07

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

E704733

1909305z

Commonwealth Land Title Company

Recording Requested By
And When Recorded Mail To:

CN Financing, Inc.
c/o City National Bank
Attention: Note Room 391-04
1801 W. Olympic Blvd.
Los Angeles, CA 90006

Attn: Taehee Kim

Account No. XXXX78
1909305

A.P.N.: 4215-009-016

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR RIGHTS UNDER CERTAIN AGREEMENTS RELATING TO CERTAIN REAL PROPERTY BECOMING SUBJECT TO, AND OF LOWER PRIORITY THAN, THE LIEN OF A SECURITY INTEREST.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "**Agreement**") dated as of December 1, 2025 is made by and between the CITY OF CULVER CITY, a municipal corporation of the State of California (together with its permitted successors and assigns as legal or beneficial owner of the Junior Loan Documents ("**Junior Lender**") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, in its capacity as fiscal agent (together with its successors and assigns, "**Senior Lender**").

RECITALS:

A. 4464 Sepulveda Blvd., L.P., a California limited partnership (the "**Borrower**"), California Municipal Finance Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California ("**Governmental Lender**"), and Senior Lender are entering into a Project Loan Agreement (the "**Loan Agreement**") pursuant to which Governmental Lender has agreed to make to Borrower a loan in the maximum principal amount of $60,000,000 (the "**Senior Loan**") to cover a portion of the cost of constructing the Improvements and certain other costs related thereto, which Senior Loan is evidenced by that certain Note Secured by Deed of Trust (Tax-Exempt) dated as of December 31, 2025, made by Borrower, payable to the order of Governmental Lender in the original principal amount of $ 40,326,843 (the "**Tax-Exempt Note**") and that certain Note Secured by Deed of Trust (Taxable) dated as of December 31, 2025, made by Borrower, payable to the order of Governmental Lender in the original principal amount of $19,673,157 (the "**Taxable Note**", and together with the Tax-Exempt Note, the "**Senior Note**"), and secured by that certain Construction Leasehold Deed of

Exempt from fee per GC 27388.1 (a) (1);
fee cap of $225.00 reached.

Trust, Assignment of Rents, Security Agreement and Fixture Filing, executed by Borrower as Trustor, for the benefit of Governmental Lender, as Beneficiary of even date of the Senior Note, to be recorded* in the Official Records of Los Angeles County ("**Official Records**") ~~substantially currently herewith~~ (the "**Senior Security Instrument**"), which Senior Security Instrument encumbers the Borrower's leasehold interest in the Property (as hereinafter defined). *01-02-2026 INST NO. 20260002315

B. The Senior Loan is being made by Governmental Lender from the proceeds of a loan (the "**Funding Loan**") from CN Financing, Inc., a California corporation, in its capacity as funding lender ("**Funding Lender**") pursuant to that certain Funding Loan Agreement among Governmental Lender, Funding Lender and Senior Lender, in its capacity as fiscal agent dated December 1, 2025 ("**Funding Loan Agreement**"). In order to secure repayment of the Funding Loan, Governmental Lender has assigned the Senior Loan to Senior Lender, for the benefit of Funding Lender, and has appointed Funding Lender as its agent with respect to the Senior Loan as set forth in the Funding Loan Agreement and that certain Assignment of Deed of Trust and Related Loan Documents dated December 1, 2025 by Governmental Lender in favor of Senior Lender, for the benefit of Funding Lender.

C. Concurrently herewith, Funding Lender and Borrower are also entering into a certain Construction Loan Covenant Agreement ("**Covenant Agreement**") to provide for the method of disbursement of the Loan and to make certain other agreements and representations, provide Funding Lender with certain financial information and agree to certain other conditions to obtain the Senior Loan as more particularly set forth therein.

D. Together, the Senior Security Instrument, the Senior Note, the Loan Agreement, the Funding Loan Agreement, the Covenant Agreement and all other documents executed in connection with the Senior Loan, including, without limitation, as each of the foregoing may from time to time be extended, modified or amended in accordance with the provisions of this Agreement, are the "**Senior Loan Documents.**"

E. Junior Lender is making a loan (the "**Junior Loan**") to Borrower in the original principal amount of $15,000,000, which Junior Loan is being used for the acquisition, construction, rehabilitation, development, equipping and/or operation of the Property (as hereinafter defined) and which Junior Loan is evidenced by that certain Promissory Note Secured by Deed of Trust dated as of December 1, 2025** made by Borrower to Junior Lender (the "**Junior Note**") and secured by the Junior Security Instrument (as hereinafter defined) encumbering the Property. **RECORDED 01-02-26 INST NO. 20260002318

F. As a condition to the making of the Senior Loan, Senior Lender requires that Junior Lender execute and deliver this Agreement in connection with Junior Lender and Borrower entering into the Junior Loan Documents (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the making of the Senior Loan and to induce Senior Lender to consent to the Junior Loan and the Junior Security Instrument, Junior Lender hereby agrees as follows:

AGREEMENT

1. **Definitions**. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Senior Security Instrument. As used in this Agreement, the terms set forth below shall have the respective meanings indicated:

"**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower or the Property.

"**Casualty**" means the occurrence of damage to or loss of any of the Property by fire or other casualty.

"**Condemnation**" means any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

"**Junior Indebtedness**" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Junior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"**Junior Lender**" shall have the meaning set forth in the introductory paragraph to this Agreement.

"**Junior Loan Default**" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "**Event of Default**" as defined in the Junior Loan Documents.

"**Junior Loan Documents**" means, collectively, the Junior Note, the Junior Security Instrument, and all other documents evidencing, securing or delivered in connection with the Junior Loan, as the same may be extended, modified and amended in accordance with the provisions hereof.

"**Junior Security Instrument**" means that certain Leasehold Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents recorded substantially concurrently herewith in the Official Records, as the same may from time to time be extended, modified or amended in accordance with the provisions hereof.

"**Loss Proceeds**" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"**Property**" means (i) a 95-unit multifamily residential project located in the City of Culver City, County of Los Angeles, State of California, known or to be known as Jubilo Village, which Property is more particularly described on Exhibit A attached hereto, and (ii) all furniture, fixtures and equipment located at such apartments and other property, accounts, deposits and rights and interests of Borrower related thereto.

"**Senior Indebtedness**" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"**Senior Lender**" shall have the meaning set forth in the introductory paragraph to this Agreement.

"**Senior Loan Default**" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "**Event of Default**" as defined in the Senior Loan Documents.

"**Senior Loan Documents**" shall have the meaning set forth in the Recitals.

2. Junior Loan and Junior Loan Documents are Subordinate to Senior Loan Documents; Acts by Senior Lender Not Affecting Subordination of Junior Loan Documents.

(a) Junior Lender hereby covenants and agrees on behalf of itself and its successors and permitted assigns that the Junior Indebtedness is and shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the prior payment in full of the Senior Indebtedness, and that the liens, rights, payment interests, priority interests and security interests granted to Junior Lender in connection with the Junior Loan and under the Junior Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights, payment, priority and security interests granted to Senior Lender under the Senior Loan and the Senior Loan Documents and the terms, covenants, conditions, operations and effects thereof.

(b) Prior to a Senior Loan Default (regardless of whether such Senior Loan Default occurs prior to or during the pendency of a Bankruptcy Proceeding), Junior Lender shall be entitled to receive and retain scheduled payments made pursuant to and in accordance with the terms of the Junior Loan Documents. Junior Lender agrees that from and after a Senior Loan Default (until such time as such default has either been cured or has been expressly waived in writing by Senior Lender), such period being referred to as the "**Senior Default Period**", Junior Lender shall promptly remit, any payments, properties, and assets received by Junior Lender during the Senior Default Period to the address set forth herein or such other address designated by Senior Lender in a written notice. Senior Lender shall apply any payment, asset, or property so received from Junior Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender shall determine in its sole and absolute discretion.

(c) Without limiting the complete subordination of the Junior Loan to the payment in full of the Senior Loan, in any Bankruptcy Proceeding, upon any payment or distribution to creditors, the Senior Loan shall be paid in full first in cash before the Junior Lender shall be entitled to receive any payment or other distribution on account of or in respect to the Junior Loan and, until the entire Senior Loan is paid in full in cash, any payment or distribution to which the Junior Lender will be entitled but for this Agreement (whether in cash, property or other assets) shall be paid to Senior Lender.

(d) The subordination of the Junior Loan Documents to the Senior Indebtedness hereunder shall continue in the event that any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.

(e) The subordination of the Junior Loan Documents to the Senior Indebtedness shall apply and continue notwithstanding (i) the actual date and time of execution, delivery, recording, filing or perfection of the documents, and (ii) the availability of any collateral to Senior Lender, including the availability of any collateral other than the Property.

(f) By reason of, and without in any way limiting, the subordination provided for in this Agreement, all rights and claims of Junior Lender under the Junior Security Instrument or under the Junior Loan Documents in or to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto, are expressly subject and subordinate in all respects to the rights and claims of Senior Lender under the Senior Loan Documents in and to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto.

(g) Junior Lender hereby acknowledges and agrees that Senior Lender may, without the prior written consent of Junior Lender, agree with Borrower to extend, modify, or amend any or all the Senior Loan Documents and otherwise act or fail to act with respect to any matter set forth in any Senior Loan Document. Notwithstanding the foregoing, no modification or amendment of the Senior Loan Documents shall be effective against Junior Lender without its prior written consent, not to be unreasonably withheld, conditioned or delayed (and deemed received if no response is received from Junior Lender within thirty (30) days following delivery of a written request therefor stating that the matters therein will be deemed approved if no response is delivered thereto within 30 days) which does any of the following: (1) increases the principal loan amount due and payable thereunder, excluding any increases due solely to any protective advances (as permitted under applicable law) under the Senior Security Instrument, (2) increases the interest rate payable under the Senior Indebtedness, (3) reduces the term of the Senior Loan or (4) increases the amount of the periodic debt service payments due under the Senior Loan.

3. Junior Lender Agreements.

(a) Junior Lender may not, without the prior written consent of Senior Lender, agree with Borrower to extend, modify, or amend any or all of the Junior Loan Documents and otherwise act or fail to act with respect to any matter set forth in any Junior Loan Document.

(b) Junior Lender and Senior Lender agree that all original policies of casualty and property damage insurance required pursuant to the Senior Loan Documents and the Junior Loan Documents shall be held by Borrower, or with the consent of Borrower or as required by the Senior Loan Documents, by Senior Lender. Both Senior Lender and Junior Lender may require that they each be named as a loss payee, as their respective interests may appear, under all policies of casualty and property damage insurance maintained by Borrower with respect to the Property; and both Senior Lender and Junior Lender shall be given notice of and be entitled to participate in and give their input with respect to any and all negotiations and settlements of, and decisions with respect to, any and all insurance claims under all such policies, including without limitation any agreements as to the amount and timing of all insurance payments due thereunder. Until the Senior Loan is repaid in full or this Agreement is terminated, Senior Lender shall have the sole right to settle and adjust all casualty insurance claims.

(c) Junior Lender and Senior Lender further agree that both Senior Lender and Junior Lender shall be given notice of and be entitled to participate in any and all negotiations and settlements of, and decisions with respect to, any and all Condemnations related to the Property, including without limitation any agreements as to the amount, manner of payment, interests being compensated for and timing of any and all awards or other payments made with respect thereto. Until the Senior Loan is repaid in full or this Agreement is terminated, Senior Lender shall have the sole right to settle and adjust all Condemnation claims.

(d) Until the Senior Loan is paid in full or this Agreement is terminated, all Loss Proceeds received or to be received on account of a Casualty or a Condemnation action, or both, shall be applied (either to the payment of the costs and expenses of repair and restoration of the Property or to the payment of the Senior Loan) in the manner determined by Senior Lender pursuant to the terms of the Senior Loan Documents; provided, however, that if Senior Lender elects to apply such Loss Proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any Loss Proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall immediately upon such satisfaction be paid and disbursed to, and may, subject to the rights of any other lenders senior in priority to the liens of the Junior Security Instrument, be applied by, Junior Lender in its sole and absolute discretion in accordance with the applicable provisions of the Junior Loan Documents.

(e) Junior Lender shall not (i) commence or join with any other creditor for the purpose of commencing any involuntary Bankruptcy Proceeding involving

Borrower or (ii) commence any action, motion or request, in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding. Notwithstanding the foregoing, once any such Bankruptcy Proceeding, consolidation, or other proceeding has been independently initiated and commenced, then each of Junior Lender and Senior Lender shall, in their independent discretion and election, be free to participate in and/or take any other actions with respect to any and all such proceedings in such manner as each may, in its sole and absolute discretion, determine is in its respective best interests. In the event of any Bankruptcy Proceeding relating to Borrower or the Property or, in the event of any Bankruptcy Proceeding relating to any other person or entity into which (notwithstanding the covenant in the first sentence of this paragraph) the assets or interests of Borrower are consolidated, then in either event, until the payment in full of the Senior Loan or other termination of this Agreement, any and all rights and interests granted to Junior Lender under the Junior Loan Documents in and to any and all payments, revenues and proceeds generated by the Property in such bankruptcy or other proceedings, and all claims and rights of Junior Lender to receive and apply the same as contemplated in the Junior Loan Documents, are, and are hereby expressly acknowledged to be in all respects and at all times prior to the full repayment of the Senior Loan or other termination of this Agreement, subject, subordinate and inferior in priority to any and all rights and interests granted to Senior Lender in and to the such proceeds under the Senior Loan Documents, including any and all claims and rights to receive and apply the same as contemplated therein, so long as the same are either used and applied to the repayment of the Senor Loan or for the repair and restoration of the Property. Junior Lender agrees that (i) the Senior Lender shall receive all payments and distributions of every kind or character in respect of the Junior Lender's Loan to which the Junior Lender would otherwise be entitled, before the subordination provisions of this Agreement (including, without limitation, any payments or distributions during the pendency of any bankruptcy, insolvency, receivership or similar proceeding involving Borrower or the Property) until the Senior Loan is repaid in full, and (ii) the subordination of the Junior Lender's Loan and the Junior Loan Documents shall not be affected in any way by the Senior Lender electing, under Section 1111(b) of the Federal Bankruptcy Code, to have its claim treated as being a fully secured claim. In addition, Junior Lender hereby covenants and agrees that, in connection with such a proceeding involving Borrower, neither Junior Lender nor any of its affiliates shall (i) make or participate in a loan facility to or for the benefit of Borrower on a basis that is senior to or pari passu with the liens and interests held by Senior Lender pursuant to the Senior Loan Documents and (ii) not contest the continued accrual of interest on the Senior Loan, in accordance with and at the rate specified in the Senior Loan Documents, both for periods before and for periods after commencement of such proceedings.

(f) Junior Lender acknowledges that it entered into the transactions contemplated by the Junior Loan Documents and made the Junior Loan to Borrower without reliance upon any judgment or advice from Senior Lender. Junior Lender made its own underwriting analysis in connection with the Junior Loan, its own credit review of Borrower, and investigated all matters pertinent, in Junior Lender's judgment, to its determination to make the Junior Loan to Borrower.

(g) Borrower hereby represents and warrants that: (i) Junior Lender is now the owner and holder of the Junior Loan Documents; (ii) the Junior Loan Documents are now in full force and effect; (iii) the Junior Loan Documents have not been modified or amended; (iv) no default or event which, with the passing of time or giving of notice would constitute a default, under the Junior Loan Documents has occurred; and (v) as of the date hereof, the outstanding principal amount of the Junior Indebtedness is $0. Borrower further represents and warrants that it has provided to Senior Lender a true, complete, and correct copy of all the Junior Loan Documents.

(h) Borrower hereby represents and warrants that: (i) Senior Lender is now the owner and holder of the Senior Loan Documents; (ii) the Senior Loan Documents are now in full force and effect; (iii) the Senior Loan Documents have not been modified or amended; (iv) no default or event which, with the passing of time or giving of notice would constitute a default, under the Senior Loan Documents has occurred; and (v) as of the date hereof, the outstanding principal amount of the Senior Indebtedness is $55,000. Borrower further represents and warrants that it has provided to Junior Lender a true, complete, and correct copy of all the Senior Loan Documents.

(i) Junior Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing but not including additional funds above the then-current Senior Loan unpaid principal balance together with such reasonable and necessary closing and/or refinancing costs) and protective advances pursuant to the Senior Security Instrument. All the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and all references to the Senior Loan, the Senior Note, the Loan Agreement, the Funding Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder thereof.

(j) For purposes of this Agreement, Junior Lender acknowledges that Junior Lender has been provided the opportunity to review the Senior Loan Documents before executing this Agreement;

(k) Junior Lender acknowledges that Senior Lender, in making disbursements of the Senior Loan, is under no obligation or duty to insure, nor has Senior Lender represented that it will insure, the proper application of such proceeds by the person(s) to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than as provided in any such agreement shall not defeat or render invalid, in whole or in part, the subordination provided for in this Agreement;

(l) Junior Lender acknowledges that Senior Lender has not made any warranty or representation of any kind or nature whatsoever to Junior Lender with respect to (i) the application of the proceeds of the Senior Loan being made by Senior Lender to Borrower upon the security of the Senior Deed of Trust, (ii) the value of the Property, the improvements constructed or to be constructed thereon, or the marketability or value thereof upon completion of such construction, or (iii) the ability of Borrower to honor its covenants and agreements with Senior Lender or Junior Lender;

(m) Junior Lender acknowledges that Senior Lender's release of any security for the Senior Loan, including, without limitation, the reconveyance of any portion(s) of the Property from the lien of the Senior Deed of Trust shall not constitute a waiver or relinquishment of Junior Lender's unconditional subordination of the liens or charges of Junior Lender Documents against the Project to the lien or charge of the Senior Deed of Trust;

(n) Junior Lender acknowledges that Senior Lender would not make the Senior Loan to Borrower absent the execution of this Agreement by Junior Lender;

(o) Junior Lender acknowledges that Senior Lender has no duty to disclose to Junior Lender any facts Senior Lender may now know or hereafter know about Borrower or the partners or successors of Borrower, regardless of whether (i) Senior Lender has reason to believe that any such facts may increase materially the risk beyond that which Junior Lender intends to assume, (ii) Senior Lender may have reason to believe that such facts are unknown to Junior Lender, or (iii) Senior Lender has a reasonable opportunity to communicate such facts to Junior Lender, it being understood and agreed that Junior Lender is fully responsible for being and keeping informed of the financial condition of Borrower and/or any partners or successors of Borrower and of all circumstances bearing on the risk of non-payment of any indebtedness of Borrower to Senior Lender described in this Agreement;

(p) As of the date set forth above, Junior Lender has no offset, defense, deduction or claim against Borrower under any of the Junior Loan Documents;

(q) Each and every covenant, condition and obligation contained in the Junior Loan Documents required to be performed or satisfied as of the date hereof, and each and every matter required to be approved the Junior Lender as of the date hereof, has been satisfied and/or approved and/or waived as applicable, including, without limitation, all conditions precedent to Borrower's right to commence and/or complete construction of the improvements, all of which conditions have been satisfied and/or approved and/or waived, as applicable, as of the date set forth above;

(r) Construction of the Improvements need not be completed until December 31, 2027, subject to extension for force majeure;

(s) Notwithstanding anything stated to the contrary in the Junior Loan Documents, (i) the limited partner in Borrower shall have the right at any time and from time to time, without the approval or consent of the Junior Lender, to assign, sell or otherwise transfer to any third party its limited partnership interest in Borrower, provided that Borrower provides notice to the Junior Lender of such assignment, sale or transfer concurrently with such assignment, sale or transfer, and (ii) the general partner in Borrower shall have the right, without the approval or consent of the Junior Lender, to pledge or otherwise encumber its partnership interest in Borrower to Senior Lender and the foreclosure of such pledge by Senior Lender shall not cause an event of default under the Junior Loan Documents;

(t) Notwithstanding anything stated to the contrary in the Junior Loan Documents, Junior Lender's interest in the plans and specifications and all data, drawings, contracts and agreements relating thereto and all contracts and agreements relating to the construction of the improvements shall be subject and subordinate to Senior Lender's interest in the same;

(u) Notwithstanding anything stated to the contrary in the Junior Loan Documents, Junior Lender's rights in and to the leases and rents of the Property shall be subject and subordinate to the rights of Senior Lender to same;

(v) Notwithstanding anything stated to the contrary in the Junior Loan Documents, the occurrence of a Senior Loan Default shall not in and of itself constitute a Junior Loan Default unless the occurrence of such event shall constitute a separate default under the Junior Loan Documents; and

(w) The subordination of the Junior Loan shall continue in the event that any payment with respect to any Senior Loan Document (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, a receiver or other similar party under any bankruptcy, insolvency or receivership or similar law under any bankruptcy, insolvency, receivership or similar proceeding. In such event, the Senior Loan or any part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding to the extent of any repayment, return or other action, as if such payment on account of the Senior Loan had not been made.

4. Standstill Agreement; Right to Cure Senior Loan Default.

(a) Until such time as any of the Senior Indebtedness has been repaid in full and the Senior Security Instrument has been released and discharged, for a period of sixty (60) days from the date of delivery to Senior Lender of a written notice of a Junior Loan Default after the expiration of any notice and cure periods applicable thereto, Junior Lender shall not without the prior written consent of

Senior Lender, which may be withheld only in the exercise of Senior Lender's sole and absolute discretion, commence any judicial or non-judicial foreclosure action or proceeding nor shall Junior Lender exercise any other rights or remedies it may have under the Junior Loan Documents, including, but not limited to accelerating the Junior Loan (and enforcing any "**due on sale**" provision included in the Junior Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder; provided, however, that such limitation on the remedies of Junior Lender shall not limit Junior Lender's rights to (i) send all pre-notice of default letters, default notices (other than a recorded statutory notice of default under Civil Code Section 2924c) and/or other notices to Borrower or other persons, including without limitation any such notices or letters determined by Junior Lender as being necessary or desirable to get any and all pre-cure, cure or other periods running and/or taking any and all other actions necessary to satisfy any and all other preconditions to an Event of Default under the Junior Loan Documents, or (ii) compute interest on all amounts due and payable under the Junior Loan Documents at the default rate described in the Junior Loan Documents and computing prepayment premiums, if any, and late charges thereunder.

(b) Senior Lender hereby consents to the existence of the Junior Loan Documents and agrees that the execution and, where applicable, recording of the Junior Loan Documents does not constitute a Senior Loan Default. Senior Lender shall, simultaneously with the sending of any notice of a Senior Loan Default to Borrower, send to Junior Lender a copy of said notice under the Senior Loan Documents; provided, however, failure to send such notice of default shall not affect the validity of such notice or any obligation of Borrower to Senior Lender and shall not affect the relative priorities between the Senior Loan and the Junior Loan as set forth herein. Borrower covenants and agrees to forward to Junior Lender, within three (3) business days of Borrower's receipt thereof, a copy of any notice of a Senior Loan Default that Borrower receives from Senior Lender.

(c) Upon the occurrence of a Senior Loan Default, Senior Lender shall concurrently with notifying Borrower of the occurrence of such Senior Loan Default, notify Junior Lender at its address set forth herein of the occurrence of such Senior Loan Default. Junior Lender shall have the right, to the extent that Borrower has any such cure right under the Senior Loan Documents, but shall have no obligation, to cure any Senior Loan Default; provided, if Junior Lender shall elect to cure any such Senior Loan Default, it shall so notify Senior Lender and shall commence and complete such curing within any applicable notice or grace period, if any, as Borrower is permitted by the terms of the Senior Loan Documents to cure such Senior Loan Default. Senior Lender shall have the continuing right to commence to pursue its remedies under the Senior Loan Documents on account of such Senior Loan Default, including but not limited to the right to accelerate the Senior Loan, record a notice of default and to obtain a receiver; provided further, that if the cure is completed by Junior Lender within such permitted cure period, Senior Lender will rescind any Senior Loan Default after reimbursement of all of its costs incurred in connection with the Senior Loan Default, including, without limitation, attorneys' fees and court costs. Senior Lender shall accept all payments and all acts done by Junior Lender on behalf of Borrower within such permitted cure period as though the same had been timely done and performed by Borrower, so that such acts and payments shall fully and totally cure and correct all such defaults, breaches, failures or refusals for all purposes. Junior Lender shall not be subrogated to the rights of Senior Lender under the Senior Loan Documents by reason of Junior Lender having cured any Senior Loan Default; however, Senior Lender acknowledges that, to the extent so provided in the Junior Loan Documents, amounts advanced or expended by Junior Lender to cure a Senior Loan Default may be added to and become a party of the Junior Lender's Loan. The provisions of this Section 4(c) are intended to supplement, and not to limit, terminate, waive, modify or replace, in whole or in part, those provisions of law pertaining to notice and cure rights of junior encumbrancers including, without limitation, those set forth in California Civil Code Sections 2924b and 2924c (if applicable), all of which shall continue to be available to Junior Lender, regardless or any other term or provision of this Agreement, or whether or not Junior Lender avails itself of any rights granted to it under this Agreement, including, without limitation this Section 4(c).

(d) In the event that a Senior Loan Default occurs and Senior Lender has recorded a notice of default, then for the period from the date of recordation of the notice of default, until the date of recordation of a notice of sale, so long as the noticed Senior Loan Default continues, Junior Lender shall have the right, but not the obligation, in lieu of curing the Senior Loan Default, to purchase the Senior Loan. Such purchase will be accomplished by Junior Lender paying to Senior Lender the outstanding principal amount of the Senior Loan, plus all accrued and unpaid interest thereon and any prepayment premium, together with reasonable expenses incurred by Senior Lender in connection therewith (including reasonable attorneys' fees and costs), in exchange for the assignments of the Senior Loan Documents without recourse or warranty except that Senior Lender will warrant that it owns and has all requisite authority to transfer the Senior Loan at the time of the transfer. Borrower acknowledges and agrees, by executing this Agreement, that after the Senior Loan has been assigned to Junior Lender or its nominee, Senior Lender shall be relieved from all liability to Borrower under or in connection with the Senior Loan Documents.

(e) Junior Lender acknowledges that any conveyance or other transfer of title to the Property pursuant to a foreclosure of the Junior Security Instrument (including a conveyance or other transfer of title pursuant to the exercise of a power of sale contained in the Junior Security Instrument), shall be subject to the transfer provisions of the Senior Loan Documents; and the person (including Junior Lender) who acquires title to the Property pursuant to the foreclosure proceeding (or pursuant to the exercise of a power of sale contained in the Junior Security Instrument) shall not be deemed to be automatically approved by Senior Lender.

5. Junior Loan Default. Junior Lender shall give Senior Lender a concurrent copy of each notice of a Junior Loan Default or other material notice given by Junior Lender under the Junior Loan Documents; provided, however, that failure to send such notice of default shall not affect the validity of such notice or any obligation of Borrower to Junior Lender. Senior Lender shall have the right, but not the obligation, to cure any Junior Loan Default within sixty (60) days following the date of such notice; provided, however that Junior Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Junior Loan Documents, subject to the rights and limitations contained in this Agreement. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Junior Loan Default shall be deemed to have been advanced by Senior Lender pursuant to the Senior Loan Documents, and shall be secured by, the Senior Security Instrument.

6. **Default**. Senior Lender and Junior Lender each acknowledge and agree that in the event either party fails to comply with its obligations hereunder, the other party shall have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief, but the exercise of such rights shall be subject to the terms and limitations of this Agreement, including, without limitation, Section 4(a). If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, or Senior Lender agrees to waive the same, as evidenced by written notice from Senior Lender to Junior Lender that such default has been fully cured or waived and that Borrower is no longer in default under the Senior Loan Documents, any default under the Junior Loan Documents to the extent arising from such Senior Loan Default shall be deemed cured and provided there are no other, independent defaults under the Junior Loan Documents, the Junior Loan and Senior Loan shall both be retroactively reinstated as if such Senior Loan Default had never occurred.

7. **Enforcement Costs**. In the event any legal action is filed to enforce or interpret this Agreement, then the prevailing party in such action shall be entitled to receive from the non-prevailing party the prevailing party's reasonable attorneys' fees and other legal costs.

8. **NOTICES**. All written notices or demands of any kind that either party hereto may be required or may desire to serve on the other in connection with this Agreement shall be served by (a) personal service; (b) registered or certified mail; (c) recognized overnight courier service; or (d) electronic mail accompanied with a return receipt/return read transmission. Any such notice or demand so to be served by registered or certified mail, recognized overnight courier service or electronic mail transmission shall be delivered with all applicable delivery charges thereon fully prepaid and addressed as follows:

JUNIOR LENDER: ______________

COPIES TO: ______________

SENIOR LENDER: c/o City National Bank
555 South Flower Street, 19th Floor
Los Angeles, CA 90071
Attn: Keith Wan
E-mail: Keith.Wan@cnb.com

COPIES TO: City National Bank
555 South Flower Street, 18th Floor
Los Angeles, CA 90071
Attn: Office of the General Counsel
E-mail: LegalDiv.Credit@cnb.com

Service of any such notice or demand so made by personal service, mail, recognized overnight courier, or electronic mail shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or "**answer back confirmation,**" as applicable, or at the expiration of the third business day after the date of dispatch, whichever is earlier in time. Either party hereto may from time to time, by notice in writing served upon the other as provided in this paragraph, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed. Notwithstanding the foregoing, to the extent any party delivers notice or demand under this Agreement via electronic mail pursuant to the terms hereof, such party shall also send hard copies of the contents of such notice or demand via the methods described in clauses (a) through (c) of the first sentence of this Section 8, provided the later delivery of such hard copies shall not affect the effectiveness of the corresponding electronic mail transmission or the date on which such electronic mail transmission is deemed effective.

9. **Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Junior Loan Documents, other than by reason of payments which Junior Lender is obligated to remit to Senior Lender pursuant to the terms hereof; (iii) the acquisition by Senior Lender of Borrower's interest in the Property pursuant to a foreclosure, of (or the exercise of a power of sale contained in) the Senior Security Instrument; or (iv) the acquisition by Junior Lender of Borrower's interest in the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Junior Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement.

10. **Miscellaneous.**

(a) Either party to this Agreement shall, within thirty (30) business days following a request from the other party, provide the requesting party with a written statement setting forth the then current outstanding principal balance of that party's loan, the aggregate accrued and unpaid interest under their loan, and stating whether, to the knowledge of that lender, any default or event of default exists under the loan, and containing such other information with respect to the indebtedness as the requesting party may reasonably require.

(b) This Agreement shall bind and inure to the benefit of all successors and assigns of Junior Lender and Senior Lender. Senior Lender may assign its interest in the Senior Loan Documents without advance notice to or consent of Junior Lender. Junior Lender shall not, without the prior written approval of Senior Lender, assign the Junior Loan Documents to any party other than another governmental entity.

(c) Senior Lender hereby consents to the Junior Loan and the Junior Loan Documents; provided, however, that this Agreement does not constitute an approval by Senior Lender of the terms of the Junior Loan Documents. Junior Lender hereby consents to the Senior Loan and the Senior Loan Documents; provided, however, that this Agreement does not constitute an approval by Junior Lender of the terms of the Senior Loan Documents.

(d) This Agreement may be executed in counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

(e) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER, THIS AGREEMENT HAS BEEN ENTERED INTO AND DELIVERED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW.

(f) Time is of the essence in the performance of every covenant and agreement contained in this Agreement.

(g) If any provision or remedy set forth in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.

(h) Each party hereto hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable in all material respects in accordance with its terms.

(i) Borrower hereby acknowledges and consents to the execution of this Agreement, and agrees to be bound by the provisions hereof that are applicable to Borrower. By executing this Agreement in the place provided below, Borrower hereby (i) acknowledges the provisions hereof, (ii) agrees not to take any action inconsistent with Senior Lender's rights or Junior Lender's rights under this Agreement, (iii) waives and relinquishes to the maximum extent permitted by law any and all rights, defenses and claims now existing or hereinafter accruing relating to Junior Lender's forbearance from exercising any rights and remedies pursuant to Section 4 of this Agreement, including, without limitation, any defenses based on the statute of limitations or any equitable defenses, such as laches, and (iv) acknowledges and agrees that (A) this Agreement is entered into for the sole protection and benefit of Senior Lender and Junior Lender (and their respective successors, assigns and participants), and no other person (including Borrower) shall have any benefits, rights or remedies under or by reason of this Agreement, (B) nothing in this Agreement is intended, or shall be construed to, relieve or discharge the obligations or liabilities of any third party (including Borrower under the Senior Loan Documents and the Junior Loan Documents), (C) neither of them nor any of their affiliates shall be, or be deemed to be, beneficiaries of any of the provisions hereof or have any rights hereunder whatsoever, and (D) no provision of this Agreement is intended to, or shall be construed to, give any such third party (including Borrower) any right subrogating to the rights of, or action against, Senior Lender or Junior Lender.

(j) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against any party unless such amendment, supplement, modification, waiver or termination is contained in a writing signed by such party.

(k) No party other than Senior Lender and Junior Lender shall have any rights under, or be deemed a beneficiary of any of the provisions of, this Agreement.

(l) Nothing herein or in any of the Senior Loan Documents or Junior Loan Documents shall be deemed to constitute Senior Lender as a joint venturer or partner of Junior Lender.

11. Loan Servicing. Junior Lender and Borrower further acknowledge, agree and waive any right to assert anything to the contrary that (a) CNF shall have the right to appoint, in its sole and absolute discretion, a person to service and administer the Funding Loan and the Loan on behalf of CNF (the "**Servicer**"), which appointment may be subject to a separate agreement between CNF and Servicer, (b) CNF hereby appoints City National Bank, a national banking association, to service and administer the Funding Loan and the Loan on behalf of CNF, (c) any references herein to any determinations, consents, approvals, disapprovals, calculations, requirements, requests, acts, actions, elections, selections, opinions, judgments, exercise of rights, remedies or indemnities, satisfaction of conditions or other decisions of or to be made by CNF (collectively, "**Determinations**") if made by the Servicer will have the same force and effect as if made by CNF, with Junior Lender and Borrower entitled to rely on any Determinations made by Servicer as having been made by CNF, (d) any information or notice delivered to Servicer shall have the same effect as if delivered to CNF, (e) Servicer is acting on behalf of CNF and as such is afforded all indemnifications, limitations on liability and other protections provided to CNF, (f) CNF may, in its sole discretion, terminate or replace the Servicer, and (g) Servicer is a third-party beneficiary to each of the Funding Loan Documents and Senior Loan Documents. Junior Lender and Borrower shall not be responsible for monitoring the performance of the Servicer or for any acts or omissions of the Servicer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination Agreement or caused this Subordination Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

JUNIOR LENDER:

CITY OF CULVER CITY,
a California municipal corporation

By: ______________________
Name: JOHN M NACHBAR
City Manager

APPROVED AS TO CONTENT:

By: ______________________
Tevis Barnes
Housing and Human Services Director

APPROVED AS TO FORM:

By: ______________________
Heather Baker
City Attorney

KANE, BALLMER & BERKMAN
City Special Counsel

By: ______________________
Todd C. Mooney

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination Agreement or caused this Subordination Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

JUNIOR LENDER:

CITY OF CULVER CITY,
a California municipal corporation

By: Signed in Counterpart
Name: John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: Signed in Counterpart
Tevis Barnes
Housing and Human Services Director

APPROVED AS TO FORM:

By: Signed in Counterpart
Heather Baker
City Attorney

KANE, BALLMER & BERKMAN
City Special Counsel

By: Todd C. Mooney
Todd C. Mooney

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 December 29, 2025, before me, MARIAN T. ASPNES, Notary Public, personally appeared John M. Nachbar, 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 Marian T. Aspnes (Seal)

MARIAN T. ASPNES
Notary Public - California
Los Angeles County
Commission # 2408170
My Comm. Expires Jul 11, 2026

<u>SENIOR LENDER</u>:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
a national banking association

By: Blia
Name: Blia Lee
Title: Vice President

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 Minnesota)
County of Ramsey)

On December 18, 2025, before me, Kristi M. Pardee, Notary Public, personally appeared Blia Lee, 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 Minnesota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature KMPardee (Seal)

KRISTI M. PARDEE
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2026

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:

4464 Sepulveda Blvd., L.P.,
a California limited partnership

By: 4464 Sepulveda Blvd. LLC,
a California limited liability company,
its general partner

By: Community Corporation of Santa Monica,
a California nonprofit public benefit corporation,
its sole member/manager

By: TBarauskas
Tara Barauskas
Executive Director

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 December 22, 2025, before me, Monique Marie Gutierrez Notary Public, personally appeared Tara Barauskas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ____________________ (Seal)

MONIQUE MARIE GUTIERREZ
Notary Public - California
Los Angeles County
Commission # 2463152
My Comm. Expires Sep 12, 2027

ILLEGIBLE NOTARY DECLARATION

GOVERNMENT CODE 27361.7

NAME OF NOTARY PUBLIC: MONIQUE MARIE GUTIERREZ

DATE COMMISSION EXPIRES: SEPTEMBER 12, 2027

NOTARY IDENTIFICATION NUMBER: 2463152

MANUFACTURER/VENDOR IDENTIFICATION NUMBER: NNA1

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

PLACE OF EXECUTION: Los Angeles, CA

DATE: 12/26 /2025

Debbie Rubio , COMMONWEALTH TITLE COMPANY

EXHIBIT A

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

PARCEL C AS SHOWN ON PARCEL MAP NO. 83986, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 428 PAGES 48 TO 53 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

NONEXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, UTILITIES MAINTENANCE AND SUPPORT AS ESTABLISHED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDING FOR RECIPROCAL EASEMENTS, JOINT USE AND MAINTENANCE RECORDED CONCURRENTLY HEREWITH, IN THE OFFICE OF THE COUNTY OF SAID COUNTY, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

APN: 4215-009-016 PORTION