MEETING DATE: **01/30/12**

AGENDA ITEM: **CITY COUNCIL AGENDA ITEM: A Public Hearing to Consider a Disposition and Development Agreement for the Sale of City Owned Property Located at 9300 Culver Boulevard (Parcel B) to Combined Properties Inc. / Hudson Pacific Properties Inc.**

ATTACHMENTS

SUMMARY REPORT PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 33433
ON A
DISPOSITION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF CULVER CITY,
AND
COMBINED/HUDSON 9300 CULVER, LLC.
A DELAWARE LIMITED LIABILITY COMPANY

The following Summary Report has been prepared pursuant to California Health and Safety Code Section 33433 (Section 33433). The Summary Report sets forth certain details of the proposed Disposition and Development Agreement (Agreement) between the City of Culver City (City), and a development team comprised of Combined/Hudson 9300 Culver (Developer). The Agreement requires the City to convey the 50,730 square foot parcel located at 9300 Culver Boulevard (Site) to the Developer for the construction of a 115,000 square foot retail/office development (Project).

The Culver City Redevelopment Agency (Agency) used property tax increment revenue to assemble the Site. Previously, the Agency entered into agreements with Oliver McMillan (1999-2002) and Rush Pacifica (2006) relating to the development of the Site (Original Agreements). Neither of the Original Agreements resulted in the development of the Site, and both were subsequently terminated by the Agency. In January 2011, the Agency transferred fee title ownership of the Site to the City.

The proposed Agreement is independent of any previous development plans for the Site. The purpose of the Agreement is to effectuate the Redevelopment Plan (Redevelopment Plan) for the Culver City Redevelopment Project, Component Area No. 3 (Project Area).

Due to the funding source used to acquire the Site, the proposed conveyance of the Site to the Developer is subject to the reporting requirements imposed by Section 33433. Specifically, Section 33433 requires the conveying entity to prepare a report that summarizes the financial terms associated with the disposition transaction for the Site. The following Summary Report is based upon the information contained within the Agreement, and is organized into the following seven sections:

I. **Salient Points of the Agreement:** This Section summarizes the major responsibilities imposed on the Developer and the City by the Agreement.

II. **Cost of the Agreement to the City and the Agency:** This section details the costs previously incurred by the Agency, and the additional costs that must be incurred by the City to implement the Agreement.

III. **Estimated Value of the Interests to be Conveyed Determined at the Highest Uses Permitted under the Redevelopment Plan:** This section estimates the value of the interests to be conveyed determined at the highest use permitted under the Redevelopment Plan.

IV. **Estimated Reuse Value of the Interests to be Conveyed:** This section summarizes the valuation estimate for the Site based on the required scope of development, and the other conditions and covenants required by the Agreement.

V. **Consideration Received and Comparison with the Established Value:** This section describes the compensation to be received by the City, and explains any difference between the compensation to be received and the established value of the Site.

VI. **Blight Elimination:** This section explains how the Agreement will assist in alleviating blight in the Project Area.

VII. **Conformance with the AB1290 Implementation Plan:** This section describes how the Agreement achieves goals identified in the adopted AB1290 Implementation Plan.

This Summary Report and the Agreement are to be made available for public inspection prior to the approval of the Agreement.

I. SALIENT POINTS OF THE AGREEMENT

Scope of Development

The proposed scope of development can be described as follows:

1. The Project's gross floor area totals 115,108 square feet, and it includes the following uses:

    a. Retail and restaurant uses totaling a minimum of 32,654 square feet; and

    b. Office space totaling a minimum 55,470 square feet.

2. The parking garage may include 200 spaces in a single subterranean level. The parking spaces are allocated as follows:

    a. The parking allocated to the Project totals 98 spaces (Project Parking). These spaces will be located on the Site.

    b. At the option of the City, the Site adjacent to the City owned property will be developed with approximately 102 public parking spaces (Public Parking).

The Agreement requires the Project to contain the following features:

1. The Project design must complement the adjacent Town Plaza, the nearby Culver Hotel and Culver Studios.

2. A “Grand Stair” must be constructed adjacent to Town Plaza and it will open at the top into an “Elevated Plaza” containing approximately 1/3 of an acre of open space.

3. An anchor retail tenant must be located at the corner of Culver Boulevard and Washington Boulevard;

4. At least one restaurant tenant must be located on the second level overlooking the neighboring Town Plaza.

5. The Project must feature Public Restrooms and a storage area to house Town Plaza equipment and furniture.

Developer Responsibilities

The Agreement requires the Developer to accept the following responsibilities:

1. The base purchase price for the Site is $4,022,400, and the land payment is due at the close of escrow. The purchase price will be reduced to reflect the following extraordinary costs that cannot be quantified at this time:

    a. The costs to build the private component of the Project, excluding the parking garage, will be bid assuming that union wages will be paid to the contractors and subcontractors engaged to construct the Project. A separate bid will be prepared to determine the costs that would be incurred if prevailing wages are paid. The City will reduce the compensation for the Site by an amount equal to the difference agreed upon by the City and the Developer. This amount is capped at $2 million.

    b. The Developer must pay 100% of the public permits and fees costs imposed on the Project. The City will reduce the compensation for the Site by an amount equal to the difference between $1,001,436 and the costs actually incurred by the Developer.

    c. The City will increase the compensation for the Site by an amount equal to any infrastructure costs the Developer incurs under $350,000.

2. The Developer must accept conveyance of the Site in an as-is condition.

    a. The Developer must pay any costs associated with remediating the Site. If these costs exceed $800,000, the Developer has the right to terminate the Agreement.

    b. Demolition of existing improvements will be performed at the Developer’s expense.

3. The Developer must provide the following prior to the close of escrow:

   a. An executed construction contract;

   b. Evidence that a construction loan has been obtained; and

   c. Evidence that the building permits have been issued.

4. If the Public Parking component is included in the Project, the Developer must adhere to the following design specifications:

   a. The parking structure design must not preclude a connection to the proposed Culver Studios garage;

   b. The Project's garage driveway should be located within the access road to maximize the parking configuration and to minimize increased trip generation impacts; and

   c. The garage entry ramp should be located as far as possible from the intersection to allow for adequate vehicle queuing during egress and between the proposed project loading dock/service area and the western boundary of the proposed Culver Studios garage.

5. The Developer must construct any off-site improvements required by the City to serve the Project.

6. The Developer must construct the Project in accordance with the Scope of Development attachment to the Agreement. This includes the following tenancy requirements:

   a. The Developer must pursue the list of tenants identified in its response to the City's request for proposal (RFP) for the Site, and cooperate with the City in pursuing additional qualified tenants;

   b. The Developer must maximize retail tenants and to minimize restaurant tenants on the ground level;

   c. The Project must include at least one restaurant on the second floor level abutting the Elevated Plaza; and

   d. The Project must include an outdoor dining area that faces Town Plaza and the Elevated Plaza, as described in the Developer's RFP response.

7. The Agreement requires the Developer to accept the following requirements with respect to the design and construction of the parking garage:

a. The Developer must agree to allow the City to retain a consultant to provide a preliminary parking study for the Project taking into consideration site access and shared parking issues. The Developer has the right to retain a consultant to study and review the results of the City's study.

b. The Developer must cause the construction of the entire parking garage (Project Parking and Public Parking); and

c. The Developer must pay for 100% of the costs associated with the Project Parking, and its pro rata share of the parking design, driveway costs, and access road costs as agreed upon by the Developer and the City.

8. The Developer must construct the following public uses:

a. The Developer must construct the Town Plaza improvements. The City will pay for 100% of the Town Plaza construction costs, and will pay the Developer a 4% fee to manage the construction.

b. The Developer must construct six-stall men and six-stall women Public Restrooms. The Public Restrooms will remain open during the regular business hours for the retail and restaurant uses, and during all scheduled City events.

c. The Developer must construct a minimum 500 square foot storage room to house Town Plaza event staging, chairs, lighting systems, and related equipment for City use.

9. The Developer must comply with the Art in Public Places Program requirement imposed by the City. A portion of the requirement can be fulfilled with art provided within the Project, and the balance can be fulfilled by the payment of an in-lieu fee to the City.

10. The Developer must maintain all required insurance coverages as outlined in the Agreement.

11. The Developer, and any contractors and subcontractors engaged to construct the Project, must comply with any applicable labor law requirements.

12. The Developer must enter into an irrevocable reciprocal easement with the City relating to the following:

a. Access between the subterranean parking level and the Project with shared use of elevators, stairs, and structural elements;

b. Adoption of a pro rata cost sharing agreement for ongoing maintenance and utilities of shared areas, taking into account the use of rooftop photovoltaic panels;

c. Location of utilities on the subterranean level;

d. Minimum insurance provisions;

e. Security;

f. Hours of operation;

g. Use of Elevated Plaza/Grand Stair for public events;

h. Public use of Public Restrooms during Town Plaza events, and a storage room to store Town Plaza event furniture and equipment; and

i. Maintenance requirements.

13. The Developer will be entitled to operate and manage the entire parking garage.

a. The Developer must remit any revenues generated by the Public Parking to the City.

b. The Developer and the City must each pay their pro rata share of the ongoing maintenance and operation costs for the parking garage.

14. The Developer agrees to the following with respect to the use of the Grand Stair and Elevated Plaza:

a. The Developer must maintain the Grand Stair and Elevated Plaza in good condition;

b. The Developer must allow the City exclusive use of the Grand Stair and Elevated Plaza for City sponsored events in accordance with a calendar agreed to by the Developer and the City each year; and

c. The Developer must allow the City to use and control the lighting system, water features and stage in the Grand Stair/Elevated Plaza during public events.

15. The Developer may not make any change in the operational control of the Project without first receiving approval from the City.

16. The Developer and the City may enter into an Historic Sign License Agreement with the City containing the following provisions:

a. The City will not impose a fee for the use of the historic Culver Script neon sign, however, the City will retain ownership of the sign;

b. The Developer must restore and install the sign at the Developer's expense;

c. The Developer must maintain the sign in good working order at the Developer's expense; and

d. The license will expire if the building is demolished or if the City wishes to use the sign elsewhere.

   i. If the City decides to terminate the license, the City must fund the cost of the removal and renovation.

   ii. If the Developer decides to terminate the license, the Developer must fund the cost of the removal, packing, and transport to the City for storage.

City Responsibilities

The Agreement imposes the following responsibilities on the City:

1. The City must provide the Developer with the reductions in the land price related to the extraordinary costs identified in the Agreement.

2. The City must fund the construction costs and construction management fee associated with the Town Plaza.

3. If the Public Parking component is included in the Project, the City will fund the following parking costs with the proceeds of a tax-exempt bond issued by the City:

   a. The City must pay the costs associated with constructing the Public Parking. These costs are equal to the incremental difference between the cost to build the Project Parking and the cost to build the Project Parking and the Public Parking. Bids will be obtained to establish the Public Parking costs to be incurred by the City:

      i. The bid for the Project Parking will be based on the assumption that union wages are paid to the contractors and subcontractors engaged to construct the Project Parking.

      ii. The bid for the Project Parking and Public Parking will be based on the assumption that prevailing wages are paid to the contractors and subcontractors engaged to construct the two parking components.

   b. The City must pay a pro rata share of the parking design costs;

   c. The City must pay a pro rata share of the driveway and access road design and construction costs; and

d. The City must pay the ongoing operating and maintenance costs associated with the Public Parking.

4. The City must provide a Parking License to the Developer containing the following provisions:

   a. The Parking License must provide the Developer with the right to use 317 parking spaces in the adjacent Ince Parking Structure;

   b. The location of the parking spaces subject to the Parking License are identified in the Agreement; and

   c. The Parking License term is 99 years as allowed by law.

5. The City must agree to the following with respect to the use of the Grand Stair and Elevated Plaza:

   a. The City must collaborate with Developer in preparing an annual calendar of public events; and

   b. The City must use good faith efforts accommodate use of any existing outdoor dining area in the Elevated Plaza when using the space for public events.

II. COST OF THE AGREEMENT TO THE CITY AND THE AGENCY

The Agency incurred costs associated with implementing the Original Agreements for the Site. In addition, the City will be required to incur additional costs to implement the currently proposed Agreement. Both the Agency and City costs are detailed in the following sections of this analysis.

The Summary Reports prepared in conjunction with the Original Agreements specified the Agency costs associated with assembling the site; the interest carrying costs incurred on assemblage expenditures; and the infrastructure costs. The costs incurred between September 1999 and January 2012 are estimated as follows:

	Total Dollars
Original Acquisition Cost [1]	$7,406,000
Interest Cost [2]	$8,369,000
Agency Share of Infrastructure Cost	$576,000
Total Previously Incurred Costs	**$16,351,000**

[1] As stated in the original September 1999 Summary Report for the Oliver McMillan DDA.
[2] Includes interest payments on acquisition costs incurred from the acquisition date through the execution of the currently proposed Agreement.

The City costs associated with implementing the currently proposed Agreement are assumed to be paid for using proceeds from the Hayden Tract Parking Bond Allocation and the MTA Funding Agreement. These costs are estimated as follows:

	Total Dollars
Town Plaza	
Construction Costs	$3,013,000
Construction Management Fee	130,000
Public Parking	
Construction Costs [3]	$3,672,000
Bond Interest [4]	3,904,000
Parking Design/Access Road/Driveway	100,000
Total City Costs	**$10,819,000**

Based on the terms of the Agreement, the City will receive a base land payment of $4,022,400. However, the actual purchase price will reflect credits for extraordinary costs that cannot be quantified at this time.

In addition to the new costs estimated to be borne by the City to implement the Project, the City will incur the annual operating and maintenance costs associated with the Public Parking. However, these costs will be offset by the annual revenues generated by the Public Parking. The net annual revenues to be received by the City are estimated as follows:

	Total Dollars
Public Parking Revenues [5]	$58,750
(Less) Public Parking Operations & Maintenance [6]	(43,350)
Net Annual City Revenues	**$15,400**

III. ESTIMATED VALUE OF THE INTERESTS TO BE CONVEYED DETERMINED AT THE HIGHEST USE PERMITTED UNDER THE REDEVELOPMENT PLAN

Section 33433 requires the City to identify the value of the interests being conveyed at the highest use allowed by the requirements imposed by the Redevelopment Plan. The valuation must be based on the assumption that near-term development is required, but the valuation

[3] Based on an allocation of 102 spaces for the Public Parking and an estimated cost of $36,000 per space.
[4] Based on a pro rata share of the interest costs associated with the debt service schedule for the City's outstanding bonds.
[5] Based on 102 spaces; an 80% occupancy rate; and $60 per space per month.
[6] Assumes $425 per space in annual operating costs.

does not take into consideration any extraordinary use, quality and/or income restrictions that are being imposed on the development by the City.

The Site is zoned C-3 Commercial/Downtown Overlay Zone and designated for Downtown land use in the City's General Plan and in the Redevelopment Plan. The Site has no floor area ratio (FAR) limit, but there is a 56 foot height limit. In an appraisal dated November 7, 2011, Lea Associates, Inc. (Appraiser) concluded that the fair market value of the unentitled Site is $5,050,000. This equates to approximately $100 per square foot of land area.

IV. ESTIMATED REUSE VALUE OF THE INTERESTS TO BE CONVEYED

Keyser Marston Associates, Inc. (KMA), the City's financial consultant, prepared a reuse valuation analysis of the Project based on the financial terms and conditions imposed by the Agreement. The KMA analysis concluded that the fair reuse value of the Site is $3,924,000. This equates to approximately $77 per square foot of land area.

V. CONSIDERATION RECEIVED AND COMPARISON WITH THE ESTABLISHED VALUE

The Agreement requires the City to convey the Site to the Developer for $4,022,400, which is greater than the $3,924,000 established fair reuse value of the Site. Thus, it can be concluded that the consideration being received by the City is not less than the fair reuse value for the Site given the use, the covenants and conditions, and the development costs required by the Agreement.

VI. BLIGHT ELIMINATION

The Site is located at a significant intersection that functions as a major gateway to Downtown Culver City. Currently, the Site is improved as a surface parking lot. Development of the Project on the Site will fill in a key gap in the Downtown fabric and eliminate the blighting conditions caused by the improper and underutilization of land.

The Project will address the following blighting conditions in Component Area No. 3 identified in the 2010 – 2014 Implementation Plan:

> Section 3.1 - Poor site planning resulting in inadequate parking and loading areas, poor interior vehicular circulation, inadequate landscaping, and non-conforming signage; and
>
> Section 3.7 - Significant business vacancies were noted in the eastern end of the Component Area.

Thus, the proposed Project fulfills the blight elimination requirement imposed by Section 33433.

VII. CONFORMANCE WITH THE AB1290 IMPLEMENTATION PLAN

The Project was identified in the Five Year Implementation Plan for 2010 – 2014. The goals and objectives that will be achieved through the implementation of the Project are outlined below:

Goal 1.0:	Eradicate blighting influences in the Project Area.
Objective 1.4:	Facilitate private investment in the Downtown commercial area.
Task:	Utilize Agency authority to acquire and assemble appropriate Downtown redevelopment sites for disposition and redevelopment.

Goal 2.0	Return land to productive use through a coordinated program of new construction, rehabilitation, and supportive public improvements in the Project Area.
Objective 2.1	Facilitate appropriate development of vacant and underutilized sites in the Project Area.
Task:	Accomplish the private reuse/redevelopment of the Site.

NOTICE OF CITY COUNCIL PUBLIC HEARING TO CONSIDER THE SALE OF 9300 CULVER BOULEVARD (PARCEL B) TO COMBINED PROPERTIES INC. / HUDSON PACIFIC PROPERTIES INC. PURSUANT TO A DISPOSITON AND DEVELOPMENT AGREEMENT AND SECTION 33433 OF THE CALIFORNIA HEALTH AND SAFETY CODE

YOU ARE INVITED to learn more about and participate in a City Council public hearing on **January 30, 2012** concerning the following:

The City of Culver City [the "City"] and Combined Properties Inc. / Hudson Pacific Properties Inc. [the "Developer" and the proposed purchaser of 9300 Culver Boulevard [the "Site"] presently owned by the City] have negotiated a pending Disposition and Development Agreement [DDA] to convey the Site from the City to the Developer developed based on conceptual plans. In addition, the developer will construct public parking beneath the Site and provide improvements both offsite and onsite [i.e., new curb, gutter, sidewalk, street lights, street trees, traffic signal system alterations, street lane and intersection redesign and town plaza expansion] to the right-of-way including those to Town Plaza.

The above proposed project requires the following action:

DDA and 33433 Report:
Approval of a DDA between the Developer and the City that outlines the terms and conditions in which the Site will be sold to the Developer and completion of report pursuant to section 33433 of the California Health and Safety Code.

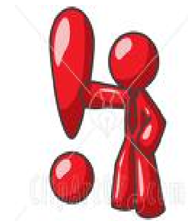
The January 30, 2012 public hearing will convene at 7:00 PM in the Mike Balkman Council Chambers at City Hall, 9770 Culver Boulevard. The Council Chambers are accessible to disabled persons and public parking is available in the City Hall parking structure from Duquesne Avenue. City Hall is served by the Culver CityBus. For information regarding the bus schedule, you may call (310) 253-6500. Other items may precede this item on the agenda.

The City Council shall consider the Planning Commission's Negative Declaration [ND] finding at their January 30, 2012 public hearing. A copy of the approved ND, the report pursuant to Section 33433 of the California Health and Safety Code, preliminary conceptual plans and related documents are available for public review at the Community Development public counter at City Hall, third floor.

For more information, to review related project documents, or to submit written comments on the DDA or pending sale of the Site, please write or call Joe Susca, Redevelopment Project Manager, Culver City Community Development Department, Post Office Box 507, Culver City, California 90232, (310) 253-5763. It is advisable to call prior to visiting City Hall to be certain that appropriate staff will be available. City Hall business hours are 7:30 AM to 5:30 PM, Monday through Friday, except alternate Fridays and holidays. City Hall shall be closed on Friday, January 13, 2012 and Friday, January 27, 2012.

City of Culver City
Official Courtesy Notification

Sale of 9300 Culver Boulevard (Parcel B) to Combined / Hudson Pacific Properties



The City Council is pleased to invite your participation in:

NOTICE OF CITY COUNCIL PUBLIC HEARING TO CONSIDER THE SALE OF 9300 CULVER BOULEVARD (Parcel B) TO COMBINED PROPERTIES INC. / HUDSON PACIFIC PROPERTIES INC. PERSUANT TO A DISPOSITON AND DEVELOPMENT AGREEMENT AND SECTION 33433 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHO: Staff Contact – Joe Susca, Redevelopment Project Manager, 310.253.5763 or joe.susca@culvercity.org

WHAT: Approval of a Disposition and Development Agreement [DDA] and 33433 Report for the sale of Parcel B to Combined Properties Inc. / Hudson Pacific Properties Inc. A copy of the approved Negative Declaration finding, the report pursuant to Section 33433 of the California Health and Safety Code, preliminary conceptual plans and related documents are available for public review at the Community Development public counter, at City Hall, third floor.

WHERE: City Hall - Mike Balkman Council Chambers,
9770 Culver Boulevard, Culver City, CA 90232

WHEN: Monday, January 30, 2012 – 7:00 PM

WHY: To obtain public comment and input on the land sale, ND and 33433 Report.

More Info: The staff report will be available for viewing on the City's website **on or after January 25, 2012**, at www.culvercity.org/agendas or at the City Hall Community Development Department, or the Julian Dixon Library, 4975 Overland Avenue, Culver City. Persons unable to attend the meeting who wish to submit written comments may do so by any of the following means to **Joe Susca, Redevelopment Project Manager** BEFORE Noon on January 30, 2012**:**

1. By LETTER (Culver City-City Hall, Redevelopment Division, 9770 Culver Blvd., Culver City, CA 90232);
2. By FAX to 310-253-5779
3. By E-MAIL to joe.susca@culvercity.org
4. By PHONE at 310-253-5763

City Council meetings can be viewed live on Channel 35 by most Time-Warner subscribers. To view the meetings live over the Internet please visit www.culvercity.org/agendas.

You may sign up for the City's E-Mail Notification System by visiting www.culvercity.org and selecting "Subscribe" from the very top right of the webpage or by calling the City Clerk's Office at 310-253-5851. A U.S. Post notification system is also available. They are both FREE!

This notice was mailed on January 12, 2012

ATTACHMENT 2

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter.
I am the principal clerk of the printer of the

Culver City News

a newspaper of general circulation, printed and published weekly in the City of Culver City, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of April 24, 1980 , Case Number 315458 ; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Publish
01/05/2012, 01/12/2012, 01/19/2012
all in the year **2012**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Los Angeles, California,

Signature

Culver City News
4351 Sepulveda Blvd.
Culver City, CA 90230
(310) 437-4401 ext. 230 Fax (310) 391-9068

NOTICE OF CITY COUNCIL PUBLIC HEARING TO CONSIDER THE SALE OF 9300 CULVER BOULEVARD (PARCEL B) TO COMBINED PROPERTIES INC. / HUDSON PACIFIC PROPERTIES INC. PURSUANT TO A DISPOSITON AND DEVELOPMENT AGREEMENT AND SECTION 33433 OF THE CALIFORNIA HEALTH AND SAFETY CODE

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Published in the Culver City News on January 12 and January 19, 2012.

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

THE CITY OF CULVER CITY,
a charter city of the State of California

and

COMBINED/HUDSON 9300 CULVER, LLC,
a Delaware limited liability company

(9300 Culver Boulevard, Culver City, California)

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DISPOSITION AND DEVELOPMENT AGREEMENT

(9300 Culver Boulevard)

This Disposition and Development Agreement ("Agreement") is entered into by and between THE CITY OF CULVER CITY, a charter city of the State of California ("City"), and COMBINED/HUDSON 9300 CULVER, LLC, a Delaware limited liability company ("Developer"). This Agreement is dated, for reference purposes, as of the date the City executes this Agreement ("Effective Date"). The City and the Developer agree as follows:

RECITALS

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

A. The purpose of this Agreement is to effectuate the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.* (defined herein as the "Act") by providing for the improvement and development of certain property (defined herein as the "Site") with construction of (i) a four level high quality office and retail complex with an Elevated Plaza and "Grand Stairs", providing approximately 115,108 square feet of gross building area containing a minimum of 32,654 square feet dedicated to retail and restaurant uses and containing a minimum of 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean parking (defined herein as the "Parcel B Improvements"); and (ii) certain subterranean public parking improvements located adjacent to the Parcel B Improvements and a portion located within a portion of the Parcel B Improvements (defined herein as "Public Parking Improvements"); and (iii) certain public improvements located adjacent to the Parcel B Improvements relating to the expansion of the Town Plaza Project (defined below) (defined herein as the "Town Plaza Expansion Improvements"). The Parcel B Improvements, the Public Parking Improvements, and the Town Plaza Expansion Improvements are collectively referred to and defined herein as the "Project"; subject to the terms and conditions of this Agreement.

B. The Site is located within the geographical area of the Culver City Redevelopment Project, Component Area 3 (defined herein as the "Project Area"). The proposed Project complies with and furthers the goals and objectives of the Redevelopment Plan for the Project Area approved and adopted by the City Council of the City on November 23, 1998 by Ordinance No. 98-014, as amended on November 23, 1998 by Ordinance No. 98-015, and as further amended on January 12, 2004 (defined herein as the "Redevelopment Plan") and the proposed Project also furthers municipal and other public purposes.

C. The Site is a component of the Town Plaza/Screenland cinema, restaurant, retail and office project (defined herein as the "Town Plaza Project") located at 9530 Washington Boulevard and 9300-9310 Culver Boulevard, Culver City, and commonly referred to as Parcels A, B, and C. The Town Plaza Project was proposed to be a total of approximately 202,000 square feet of gross leasable floor area. The Town Plaza Project was considered in a Final Supplemental Environmental Impact Report (FSEIR) which was certified by The Culver City

Redevelopment Agency (defined herein as the "Agency") on May 3, 1999. The Town Plaza Project was approved as Site Plan Review SPR P-1999044 by Planning Commission Resolution No. 2000-P0003 on January 31, 2000. This approval was modified by Modification No. 1, approved on July 11, 2001, by Planning Commission Resolution No. 2001-P007, and further modified by Modification No. 2, approved by Planning Commission Resolution No. 2002-P001.

D. Development on Parcels A and C of the Town Plaza Project has been completed, and the development of Parcel B with the Parcel B Improvements remains pending together with the Public Parking Improvements and the Town Plaza Expansion Improvements. The entitlements for the Project remain effective. Plans consistent with the approved entitlements may be approved with no further discretionary approval.

E. The City currently owns fee title of the Site which consists of (i) that certain real property and improvements located within the Town Plaza Project at 9300 Culver Boulevard, Culver City, on which all of the Parcel B Improvements are proposed to be constructed and developed pursuant to this Agreement and on which certain Public Parking Improvements are proposed to be constructed and developed pursuant to this Agreement, and legally described in the Legal Description (Attachment No. 2-A hereto) (defined herein as "Developer Parcel" or "Parcel B"); and (ii) that certain real property and improvements located within the Town Plaza Project on which a portion of the Public Parking Improvements and all of the Town Plaza Expansion Improvements are proposed to be constructed and developed pursuant to this Agreement, and legally described in the Legal Description (Attachment No. 2-B hereto) (defined herein as the "City Parcel"). The Developer Parcel and the City Parcel are each individually identified and depicted on the Site Map (Attachment No. 1 hereto) as Parcel 2 and Parcel 1 respectively.

F. The City also owns the parking facility located at 9099 Washington Boulevard, Culver City (defined herein as the "Ince Parking Structure"). The Developer desires to acquire a license (defined herein as the "Parking License") from the City to use certain of the parking spaces located in the Ince Parking Structure to provide parking for the Project.

G. By this Agreement, and subject to the terms and conditions herein, (i) the City agrees to convey to Developer, and Developer agrees to purchase from the City, the Developer Parcel; (ii) the Developer agrees to Develop and Cause Construction (defined below) of the Project and to record certain easements and covenants, conditions and restrictions against the Developer Parcel for the benefit of the City, the public, and the City Parcel, as the case may be; (iii) the City agrees to record certain easements against the City Parcel for the benefit of the Developer Parcel; (iv) the Developer and the City agree to enter into the Development and Construction Contract for Public Improvements pertaining to the Developer's development and construction of the Public Parking Improvements and the Town Plaza Expansion Improvements, and the City's payment of the costs for the Public Improvements except for the Developer's pro rata share of costs for the design and construction of the driveway access for the Parking Improvements; and (v) the Developer and the City agree to enter into the Parking License in connection with the Ince Parking Structure.

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

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Developer hereby agree as follows:

100. DEFINITIONS

101. Definitions

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

"Act" means the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*

"Affiliate" shall mean any Person directly or indirectly owned and controlled by CPI and Hudson. The term "control" (and other tenses or forms of that word) as used in the immediately preceding sentence and in this Agreement means the power to direct the management or the power to control election of the board of directors. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"Agency" shall mean The Culver City Redevelopment Agency, a public body, corporate and politic, having its offices at 9770 Culver Boulevard, Culver City, CA 90230-0507, and any assignee of, or successor to, the rights, powers, and responsibilities of the Agency.

"Agreement" or ***"DDA"*** means this Disposition and Development Agreement executed by and between the City and the Developer, including all attachments and exhibits attached to this Agreement, which attachments and exhibits are incorporated herein by this reference, all other documents incorporated herein by reference, and all other documents referenced in this Agreement for execution by the Parties upon the Closing.

"ALTA Policy" is defined in Section 307.

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

"Art in Public Places Program" means the Art in Public Places Program duly adopted by the City Council of the City and set forth and described in Sections 15.06.100 through 15.06.175 of the Culver City Municipal Code.

"Assignment of Construction Contract" means an assignment signed by the Developer, and consented to by the General Contractor, delivered to and for the benefit of the City, substantially in the form attached to this Agreement as Attachment No. 8.

"Assignment of Plans, Reports and Data" means an assignment signed by the Developer, and consented to by the Architect, delivered to and for the benefit of the City, substantially in the form attached to this Agreement as Attachment No. 9.

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

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

"City Documents" means, collectively, this Agreement, the Grant Deed, the Guaranty Agreement, the Parking License, the Assignment of Plans, Reports and Data, the Assignment of Construction Contract, the Memorandum of Right of First Offer, the Reciprocal Easement Agreement, the Guaranty Agreement, the Development and Construction Contract for Public Improvements, the Right of Entry Agreement and any and all other agreements, amendments or modifications entered into by and between the City and Developer to effect the purposes of the foregoing.

"City's Conditions Precedent to Closing" is defined in Section 303.1.

"City Manager" means the City Manager of the City or designee.

"City Parcel" means that certain real property located within the Town Plaza Project owned in fee by the City, on which the Developer will Develop and Cause Construction of a portion of the Public Parking Improvements and all of the Town Plaza Expansion Improvements pursuant to this Agreement including, without limitation, the Scope of Development, and the Development and Construction Contract for Public Improvements, and legally described in the Legal Description attached to this Agreement as Attachment No. 2-B.

"City Permits and Fees" is defined in Section 907.

"Closing" or ***"Close of Escrow"*** is defined in Section 302.6.

"Completion" shall mean, with regard to development of the Project, the satisfaction of each of the following events: (i) the City shall have determined that development of the Project has been completed in substantial compliance with this Agreement, the Scope of Development, the Development and Construction Contract for Public Improvements, and the Plans approved by the City, (ii) the temporary certificate of occupancy shall have been issued with respect to the completion of the building shell comprising the Parcel B Improvements, and a certificate of occupancy shall have been issued for the Public Improvements and the Town Plaza Expansion Improvements to the extent a certificate of occupancy is required by the City, (iii) the time for Developer's contractor, suppliers and subcontractors to file a claim pursuant to Civil Code Sections 3115-3117 in connection with the Project has expired or Developer has delivered to the City unconditional lien releases for its contractor, suppliers and subcontractors, and any mechanic's liens that have been recorded or stop notices that have been delivered have been paid, settled or otherwise extinguished, discharged, released, waived, bonded around or insured against, provided that a notice of completion pursuant to Civil Code Section 3117 has been duly recorded in the Official Records.

"Conceptual Plan for the Retail and Restaurant Space" means the conceptual plan for the retail and restaurant uses to be located on the ground and second levels of the Parcel B Improvements and is attached to this Agreement as Attachment No. 14.

"Consent to Assignment" means a consent, executed by the General Contractor, substantially in the form of Exhibit "B" attached to the Assignment of Construction Contract.

"Construction Contract" is defined in Section 314(c).

"Construction Loan" is defined in Section 314(a).

"Construction Lender" means the Institutional Lender making the Construction Loan to the Developer for the Developer to Develop and Cause Construction of the Parcel B Improvements and to fund other costs of development of the Site.

"Conveyance" is defined in Section 301.1.

"CPI" means COMBINED PROPERTIES, INCORPORATED, a District of Columbia corporation.

"CPI/Hudson Group" means any of the following (x) CPI and any Affiliate directly or indirectly owning a majority of shares in CPI, or (y) CPI and Hudson (and any of their Affiliates directly or indirectly owning a majority of shares in CPI and Hudson, respectively) taken together (or viewed collectively).

"Date of Agreement" is defined in the initial paragraph of this Agreement.

"Days" shall mean calendar days and the statement of any time period herein shall be calendar days and not working days, unless otherwise specified.

"Default" means the failure of a Party to perform any action or covenant required by this Agreement within the time periods provided therein following notice and opportunity to cure, as set forth in Section 701.

"Deposit" means the good faith deposit provided by the Developer and deposited into Escrow as described in Section 301.2.

"Develop and Cause Construction" means, with respect to any component of the Project, that Developer shall develop and cause a qualified and licensed contractor to construct such component. As used in the immediately preceding sentence, "cause" shall include without limitation the Developer taking all necessary steps and signing all necessary documents to effectuate such construction activities to be performed by duly licensed construction contractors or to otherwise be done in compliance with all applicable contractor licensing requirements of the State of California. The Parties acknowledge that Developer is not a licensed general contractor, and do not intend, and nothing in this Agreement shall be interpreted to mean, that the Developer or its guarantor is or is acting as a general contractor.

"Developer" means, COMBINED/HUDSON 9300 CULVER, LLC, a Delaware limited liability company, whose address for purposes of this Agreement is set forth in Section 801 below, and any permitted assignees or nominees of Developer.

"Developer Equity" shall mean funds provided by the Developer for payment of the Developer's share of Project Costs not funded by the Construction Loan and shall not include the Construction Loan or any other borrowed funds.

"Developer Parcel" or ***"Parcel B"*** means that certain real property and improvements thereon located within the Town Plaza Project at 9300 Culver Boulevard, Culver City, that will be conveyed to the Developer at the Closing, on which the Developer will Develop and Cause Construction of all of the Parcel B Improvements pursuant to this Agreement and a portion of the Public Parking Improvements, in accordance with the terms and conditions of this Agreement, and legally described in the Legal Description attached to this Agreement as Attachment No. 2-A.

"Developer's Conditions Precedent to Closing" is defined in Section 303.2.

"Development and Construction Contract for Public Improvements" means the construction contract between the City and the Developer under which the Developer shall Develop and Cause Construction of the Public Parking Improvements on and within the City Parcel and partially within the Developer Parcel, in accordance with the terms and conditions of this Agreement, and the Town Plaza Expansion Improvements on and within the City Parcel, in accordance with the terms and conditions of this Agreement, as described in Section 901. The Parties' execution of the Development and Construction Contract for Public Improvements is a condition of the Closing.

"Effective Date" means the date upon which this Agreement is executed by the City.

"Elevated Plaza" means the elevated plaza development component of the Parcel B Improvements as described in the Developer's Response to Request for Proposals dated September 8, 2011, and as further refined upon the approval by the City of the final Plans for the Project.

"Environmental Law(s)" means, as amended from time to time, (i) Sections 25115, 25117, 25122.7 or 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of

Hazardous Substances), (v) Article 9 or Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vi) Section 311 of the Clean Water Act (33 U.S.C. Sec.1317), (vii) Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec.6901 et seq. (42 U.S.C. Sec.6903) or (viii) Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 6901 et seq.

"Environmental Reports" means reports or assessments related to the environmental condition of the Site, including, without limitation, the following reports provided to Developer:

- Report of Geotechnical Studies, Proposed Parking Structure between Washington and Culver Boulevards and Main Street, dated December 27, 1989

- Environmental Site Assessment dated February 18, 1997 prepared by CTE Environmental Services, Inc.

"Escrow" means the escrow for the Conveyance and Closing to be established pursuant to Section 308.1.

"Escrow Agent" means the escrow agent of the Escrow Company for the Conveyance and Closing as set forth in Section 302.1.

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

"Escrow Costs" is defined in Section 302.2.

"Event of Default" is defined in Section 701.

"Evidence of Financing" is defined in Section 314.

"Executive Order" means the President's Executive Order No. 13224.

"Extraordinary Costs" mean the costs as determined by the City and Developer in accordance with Section 907, and approved by the City prior to the Close of Escrow that constitute adjustments in the Purchase Price payable by the Developer for the Developer Parcel, as set forth in Section 907.

"Final Purchase Price Payment" means the final purchase price payment to be deposited into Escrow by the Developer for the Developer's purchase of the Developer Parcel as described in Section 301.3.

"Force Majeure" is defined in Section 806.

"General Contractor" is defined in Section 407.

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

"Grand Stairs" means the "Grand Stairs" development component of the Parcel B Improvements as described in the Developer's Response to Request for Proposals dated September 8, 2011, and as further refined upon the approval by the City of the final Plans for the Project.

"Grant Deed" means the grant deed by which the City will convey the Developer Parcel to the Developer, substantially in the form attached to this Agreement as Attachment No. 5.

"Guaranty Agreement" shall mean that document to be executed by each CPI and Hudson (or a limited partnership of Hudson in which Hudson serves as its General Partner) pursuant to Section 205.2 to guarantee the obligations of Developer under this Agreement, including without limitation the completion of the development of the Project, substantially in the form attached to this Agreement as Attachment No. 12. The Guaranty Agreement shall be executed by CPI and Hudson prior to the City's execution of this Agreement.

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

"Hazardous Materials Activity" means any actual, proposed or threatened storage, holding, existence or suspected existence, release or suspected release, emission, discharge, generation, processing, abatement, removal, disposition, treatment, handling or transportation of any Hazardous Materials from, under, into, on, above, or across the Site or surrounding property or any other use of or operation on the Site or the surrounding property in violation of Environmental Laws that creates a risk of Hazardous Materials contamination of the Site.

"Hudson" means HUDSON PACIFIC PROPERTIES, INC., a Maryland corporation.

"Improvements" means the improvements that the Developer will Develop and Cause Construction of upon the Site in accordance with all approvals and permits required for Completion of the Improvements, all as more particularly described in the Scope of Development. The "Improvements" shall generally consist of the Parcel B Improvements, the Public Parking Improvements, and the Town Plaza Expansion Improvements.

"In-Lieu Public Art Fee" means the fee, if any, to be paid by the Developer to the City on or before the Closing toward the installation of public art within the City in accordance with the Art in Public Places Program, as required in Section 903.

"Ince Parking Structure" means that certain City-owned parking facility located at 9099 Washington Boulevard, Culver City.

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

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

Any work performed pursuant to this Agreement that Developer determines is a public work (as defined in Labor Code Section 1720) (the "work") shall comply with the requirements of Labor Code Section 1770 *et seq*. In all bid specifications for any such public work, and contracts and subcontracts for that work, Developer (or its general contractor, in the case of subcontracts) shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract for any such public work must contain the following provision:

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

The provisions of Labor Code Sections 1775 and 1813 regarding penalties to be paid upon the failure to pay prevailing wage and for failure to comply with the hours laws respectively shall be enforced. As set forth in Labor Code Section 1810, eight (8) hours labor constitutes a legal day's work. In accordance with the provisions of Labor Code Section 3700, Developer is required to secure payment of compensation to its employees. Developer shall include in every contract for the development of the Project: (a) a statement that in accordance with the provisions of Labor Code Section 3700, the contractor will be required to secure the payment of compensation to its employees; and (b) with respect to any work constituting a public work requiring payment of prevailing wages, copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

"Legal Description" means that certain legal description of the Site, attached to this Agreement as Attachment No. 2-A for the Developer Parcel and as Attachment No. 2-B for the City Parcel.

"List of Pre-Approved Tenants" means the list of pre-approved tenants for the Retail and Restaurant Space attached to this Agreement as Attachment No. 15, as further described in Section 501.1.

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

"Maintenance Standards" is defined in Section 502.

"Management Fee" means the fee to be paid to the Developer by the City for construction management services for the Developer to Develop and Cause Construction of the Public Parking Improvements and the Town Plaza Expansion Improvements. The amount of the Management Fee shall equal four percent (4%) of the total costs due and payable by the City for the design and construction of the Public Parking Improvements and the Town Plaza Expansion Improvements as said costs are approved by the City in its sole discretion, but not including the Developer's pro rata share of costs for the design and construction of the driveway access for the Parking Improvements, and as described in the Development and Construction Contract for Public Improvements. The payment of the Management Fee will be due and payable by the City to the Developer in monthly installments based upon the percentage of completion and in accordance with the terms of the Development and Construction Contract for Public Improvements.

"Memorandum of Right of First Offer" means the Memorandum of Right of First Offer to be recorded against the Developer Parcel in the records of the Official Records, substantially in the form attached to this Agreement as Attachment No. 7.

"Notice" shall mean a notice in the form prescribed by Section 801.

"Off-Site Cap Amount" is defined in Section 907.

"Offering Notice" is defined in Section 601.1.

"Official Records" shall mean the Official Records of the Los Angeles County-Registrar/Recorder.

"Outside Closing Date" means August 1, 2014, or such date as may be agreed to in a writing signed by both the City and Developer. If no Default by Developer has occurred hereunder which remains uncured and outstanding, and City approval of the Plans, including without limitation the Schematic Drawings, design development drawings and construction drawings, has not occurred not less than thirty (30) Days prior to the Outside Closing Date, the City and Developer agree to meet and to reasonably and in good faith negotiate an extension of the Outside Closing Date.

"Parcel B Improvements" means a four level high quality office and retail complex with an Elevated Plaza and Grand Stairs, providing approximately 115,108 square feet of gross building area consisting of a minimum of 32,654 square feet dedicated to retail and restaurant uses and a minimum of 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean Private Parking Improvements, as more thoroughly described in the Scope of Development, to be owned by the Developer, and which the Developer shall Develop and Cause Construction of on the Developer Parcel in accordance with this Agreement including, without limitation, the Scope of Development.

"Parking Improvements" means collectively, the Private Parking Improvements and the Public Parking Improvements.

"Parking License" means that certain license agreement to be entered into between the City and Developer by the Closing in connection with the Ince Parking Structure, substantially in the form attached to this Agreement as Attachment No. 10.

"Parking Revenue Bonds" means the tax-exempt parking bonds sold by the Agency, the proceeds of which are intended to be used by the City to fund the development and construction of the Public Improvements.

"Party" means either Developer or City.

"Parties" means both Developer and City.

"Permit/Fee Cost Cap Amount" is defined in Section 907.

"Permitted Transfer" means a Transfer to any Person to whom a Transfer of this Agreement or Developer Parcel is specifically permitted by Section 206.3, subject to the terms and conditions of Section 206.3.

"Permitted Transferee" means the transferee of a Permitted Transfer.

"Person" shall mean an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, domestic or foreign.

"Plans" shall mean any and all architectural, design and construction plans and drawings prepared on behalf of Developer for the Project in accordance with this Agreement, including without limitation all such plans and drawings required and approved by the City, and including the Schematic Drawings.

"Prevailing Wage Cost Adjustment" means a reduction, if any, in the Purchase Price payable by the Developer for the Developer Parcel, as described and determined in accordance with the procedures set forth in Section 907 prior to the Close of Escrow.

"Private Parking Improvements" shall mean the portion of the Parcel B Improvements pertaining to the subterranean private parking spaces, to be owned by the Developer, to serve the Parcel B Improvements, and which the Developer shall Develop and Cause Construction of on and within the Developer Parcel, in accordance with this Agreement including, without limitation, the Scope of Development. The Private Parking Improvements shall include approximately 98 spaces within the property line of the Developer Parcel.

"Project" means the Parcel B Improvements, the Public Parking Improvements, and the Town Plaza Expansion Improvements, as more particularly described in this Agreement including, without limitation, the Scope of Development.

"Project Area" means The Culver City Redevelopment Project, Component Area 3, described in Recital B.

"Project Costs" shall mean all costs which are actually incurred by Developer for the development of the Project, and shall include, without limitation, all of the items of cost as determined for the design, planning, development and construction of (i) the Parcel B Improvements, (ii) the Public Parking Improvements, (iii) the Town Plaza Expansion Improvements, and (iv) similar costs, fees and expenses as approved or authorized by the City.

"Project Off-Sites" is defined in Section 907.

"Project Off-Sites Cost" is defined in Section 907.

"Prohibited Person" shall mean any of the following:

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

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

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

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

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

"Public Parking Design Specifications" means the design criteria to which the Developer shall utilize in the design to Develop and cause Construction of the Public Parking Improvements, as described in Section 901, and attached to this Agreement as Attachment No. 13.

"Public Parking Improvements" means certain subterranean public parking improvements, including without limitation the driveway to provide access to the Parking Improvements, to be constructed on the City Parcel adjacent to the Parcel B Improvements and a portion of which to be constructed within the Developer Parcel, as more thoroughly described in the Scope of Development, to be owned by the City, and which, at the City's election in accordance with the terms and conditions of this Agreement, the Developer shall Develop and Cause Construction on and within the City Parcel and within the Developer Parcel as applicable, in accordance with the Scope of Development, this Agreement, and the Development and Construction Contract for Public Improvements, and the cost of which shall be paid by the City except for the Developer's pro rata share of costs for the design and construction of the driveway access for the Parking Improvements, as approved by the City and the Developer. The Public Parking Improvements shall include approximately 100 non-tandem parking spaces.

"Public Restrooms" is defined in Section 401.1, and as further refined upon the approval by the City of the final Plans for the Project.

"Public Space" means the areas designated on the Developer Parcel as part of the Parcel B Improvements that are described in Section 501 of this Agreement and reserved in the Reciprocal Easement Agreement (i) for use by the public and the City, and referenced therein as the Elevated Plaza, the Grand Stairs, and the Public Restrooms, and (ii) for use by the City and referenced therein as the Storage Room, all upon the terms more fully set forth in the Reciprocal Easement Agreement.

"Purchase Price" means the Developer's purchase price for the Developer Parcel as described in Section 301.1.

"Reciprocal Easement Agreement" means the Grant of Reciprocal Easements by and between the City and the Developer, as described in Section 902, which shall include, without limitation, the perpetual irrevocable easements in connection with the Public Parking Improvements, and the covenants, conditions and restrictions governing the rights and obligations of owners of the Developer Parcel and the City Parcel, in connection with the Parcel B Improvements, the Public Parking Improvements, and the Town Plaza Expansion Improvements, and which shall be recorded against the Developer Parcel as a senior lien and encumbrance in priority, and the City Parcel, in the Official Records. The Reciprocal Easement Agreement shall be recorded in the Official Records upon Completion of any portion of the Project.

"Redevelopment Plan" means the Redevelopment Plan for the Project Area approved and adopted by the City Council of the City on November 23, 1998 by Ordinance No. 98-014, as amended on November 23, 1998 by Ordinance No. 98-015, and as further amended on January 12, 2004, as described in Recital B.

"Release of Construction Covenants" means the document which evidences Developer's satisfactory completion of the construction of the Improvements for the Project in accordance with this Agreement, as set forth in Section 413, and to be recorded against the Developer Parcel, substantially in the form which is attached hereto as Attachment No. 6.

"Reply Notice" is defined in Section 601.2.

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

"Retail and Restaurant Space" means that portion of the Parcel B Improvements containing a minimum of 32,654 square feet dedicated to retail and restaurant uses (and all ancillary areas associated therewith) in conformity with this Agreement including, without limitation, the Scope of Development, and consistent with the Conceptual Plan of the Retail and Restaurant Space.

"Retail and Restaurant Tenant" means those businesses or organizations that are permitted to occupy the Retail and Restaurant Space pursuant to the terms of this Agreement, including those meeting the requirements of Section 501.1.

"Right of Entry Agreement" means that certain agreement to be executed by the Parties allowing the Developer to access the Site for predevelopment work, substantially in the form attached to this Agreement as Attachment No. 11.

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

"***Right of Reentry***" or ***"Right of Reverter"*** shall have the meaning given to it in Section 712.

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

"Schematic Drawings" means the schematic drawings for the Project.

"Scope of Development" means that certain Scope of Development, attached to this Agreement as Attachment No. 3, that describes the development details of the Project.

"Site" is a component of the Town Plaza Project and consists of the Developer Parcel and the City Parcel, as described in Recitals C and E, depicted in the Site Map, and legally described in the Legal Description.

"Site Map" means the map of the Site identifying the Developer Parcel as Parcel 2 and the City Parcel as Parcel 1, attached to this Agreement as Attachment No. 1.

"Storage Room" is defined in Section 401.1, and as further refined upon the approval by the City of the final Plans for the Project.

"Survey" is defined in Section 306.

"Title Company" is defined in Section 306.

"Title Report" is defined in Section 306.

"Town Plaza Expansion Improvements" means certain public improvements, including without limitation construction of the access road, relating to the expansion of the Town Plaza Project, as more thoroughly described in the Scope of Development, that the Developer shall Develop and Cause Construction upon the City Parcel, in accordance with this Agreement including, without limitation, the Scope of Development, and the Development and Construction Contract for Public Improvements.

"Town Plaza Project" means the Town Plaza/Screenland cinema, restaurant, retail and office project located at 9530 Washington Boulevard and 9300-9310 Culver Boulevard, Culver City, and commonly referred to as Parcels A, B, and C, as described in Recital C.

"Transfer" means and includes any sale, transfer, assignment, subdivision, lease, sublease, license, franchise, issuance or transfer of ownership interests, conveyance, gift, hypothecation, mortgage, pledge or encumbrance, or refinancing, or the like (including those described in Section 412.1) of the Developer Parcel or the Developer or any portion thereof or any interest therein or of this Agreement, to any Person.

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

102. Singular and Plural Terms

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

103. Accounting Principles

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

104. References and Other Terms

Any reference to any document shall include such document both as originally executed and as it may from time to time be modified. References herein to Sections and Attachments shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include), without limitation."

105. Attachments Incorporated

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

200. SUBJECT OF AGREEMENT

201. Purpose of the Agreement

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

202. The Redevelopment Plan

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

203. The Project Area

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

204. The Site

The Site is a component of the Town Plaza Project and consists of the Developer Parcel and the City Parcel, as described in Recitals C and E, depicted in the Site Map, and legally described in the Legal Description.

The Developer Parcel is comprised of approximately 50,747 square feet of land. A parking lot is currently located on the Developer Parcel. The Developer Parcel shall be conveyed to Developer "as is." The cost of any demolition of the improvements on the Developer Parcel constituting the parking lot shall be the sole responsibility of Developer, without any cost or expense to the City.

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

205. Parties to this Agreement

205.1 The City

The City is a charter city of the State of California.

The principal office of the City is located at 9770 Culver Boulevard, Culver City, California 90232-0507.

205.2 The Developer

The Developer is Combined/Hudson 9300 Culver, LLC, a Delaware limited liability company, whose address is set forth in Section 801 below. The Developer is and shall remain in good standing under the laws of the State of Delaware during the effectiveness of this

Agreement and is and shall remain qualified to do business in the State of California. CPI is the ________________________ of the Developer. Hudson is the ____________________________ of the Developer.

All of the terms, covenants and conditions of this Agreement shall be binding on, and shall inure to the benefit of, Developer and any permitted assignees or nominees including Permitted Transferees. Wherever the term "Developer" is used herein, such term shall mean and include any permitted assignee or nominee including such Permitted Transferee.

Prior to the City's execution of this Agreement, the Developer shall have caused the Guaranty Agreement to be executed and delivered to the City by each CPI and Hudson (or a limited partnership of Hudson in which Hudson serves as its General Partner).

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

The terms and conditions of this Section 206 shall remain in effect after recordation of the Release of Construction Covenants and shall be applicable and remain in full force and effect until such time that the Parcel B Improvements are leased up and occupied to a level of ninety percent (90%) occupancy.

206.1 Prohibition

The qualifications and identities of Developer and its members are of particular concern to the City. It is because of those unique qualifications and identities that the City has entered into this Agreement with the Developer and is imposing restrictions upon any Transfer, which is not a Permitted Transfer. Developer represents that it is purchasing the Developer Parcel to Develop and Cause Construction of the Project, and that it is not purchasing the Developer Parcel for purposes of speculation or resale to a third party. Accordingly, Developer agrees not to engage in any Transfer, which is not a Permitted Transfer, until such time that the Parcel B Improvements are leased up and occupied to a level of ninety percent (90%) occupancy. No voluntary or involuntary successor in interest to Developer pursuant to any Transfer or otherwise shall acquire any rights or powers in the Site or under this Agreement except as expressly set forth in this Agreement.

Without the prior written approval of the City, which approval shall not be unreasonably conditioned, withheld or delayed, Developer shall not Transfer all or any part of its interest in or rights under this Agreement or the Site, other than in connection with a Permitted Transfer.

Any Transfer in violation of this Agreement will constitute a breach and, subject to the cure rights provided for herein, entitle the City to use any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement. Notwithstanding such a termination, the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect.

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

206.2 Change of Ownership; Restriction on Investments

If control or ownership of Developer must be changed in order for Developer to obtain debt or equity financing, then the Developer shall seek the prior written consent of the City, not to be unreasonably withheld or delayed, for such change of control or ownership in accordance with this Section 206.

Developer agrees that during the term hereof, it shall not use the Developer Parcel as collateral for any loan or other financial transaction other than a loan or financial transaction as permitted by this Agreement or as approved by the City, for which the proceeds therefrom are used for the construction and development of the Improvements or for operation or financing of the Project.

206.3 Permitted Transfer

In connection with any Permitted Transfer allowed under this Section 206.3, the Permitted Transfer shall not require the approval of the City; provided, that (i) the documents implementing any such Transfer shall be satisfactory and subject to the prior written approval of the City Manager, which approval shall not be unreasonably withheld or delayed, and shall include an assignment and agreement in a form reasonably acceptable to the City Manager to the extent that such Transfer attempts to effectuate, or effectuates, an assignment of the Developer's rights or obligations under this Agreement, whereby such transferee shall expressly assume the obligations of the Developer under this Agreement and all ancillary documents and agree to be subject to all conditions and restrictions applicable to the Developer in this Agreement and all ancillary documents, and (ii) such Transfer shall not involve any Prohibited Person or otherwise result in a violation of Anti-Terrorism Laws.

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

(a) Any transfer of the ownership interests of Developer, or of the ownership interests in any entity which directly or indirectly holds an interest in Developer, by gift, bequest, inheritance or other estate planning process (such as but not limited to transfer to a family-owned trust), provided that such action does not result in a change in the identity of the managing member(s) of Developer, or any Person which directly or indirectly controls Developer.

(b) Any transfer of any direct or indirect interest in Developer to any other owner of Developer or Affiliate of an owner of Developer, so long as the CPI/Hudson Group both continues to hold directly or indirectly in excess of fifty percent (50%) ownership interest in Developer <u>and</u> retains operational management and control of Developer.

(c) Any transfer of any direct or indirect interest in Developer to Hudson or an "institutional equity partner" reasonably approved by the City, so long as (1) both (i) Hudson or such institutional equity partner shall hold directly or indirectly a minimum of fifteen percent (15%) ownership interest in Developer, and (ii) shall retain operational management and control of Developer, and (2) CPI shall serve as the "Retail Development Manager" and shall remain responsible for both (x) the implementation of the retail tenant procurement and leasing plan, and (y) the conceptual design and physical integration of the retail within the greater Project including signage and storefront design. The Parties agree that the following entities shall constitute City approved institutional equity partners referenced in subparagraph (c)(1)(i) herein above: Invesco Real Estate; Prudential Real Estate Investors; Rockwood Capital, LLC; Morgan Stanley; Canyon Capital Realty Advisors; Oaktree Capital Management, L.P.; Blackstone Real Estate Partners; Phoenix Realty Group; Saban Capital Group Inc.; and The Carlyle Group.

(d) Any transfer of any direct or indirect interest in Developer to any transferee by devise or descent or by operation of law upon the death of a member, partner or shareholder of Developer or CPI/Hudson Group, or any member thereof.

(e) The sale, transfer or issuance of shares of common stock in the CPI/Hudson Group that is a publicly traded entity, provided such shares of common stock are listed on the New York Stock Exchange or another nationally recognized stock exchange.

(f) Any transfer of any direct or indirect interest in Developer to a transferee in connection with the estate planning of such transferor to (x) an immediate family member or life partner of such interest holder (or to partnerships or limited liability companies controlled solely by one or more of such family members or life partners) or (y) a trust established for the benefit of such immediate family member or life partner.

(g) Subject to the requirements set forth in Sections 501, any rental, lease, license or sublease providing for occupancy of the Parcel B Improvements, or a portion thereof, not restricted by Section 501, including leasing of office space improvements.

(h) The conveyance or dedication of any portion of the Developer Parcel to the City, Agency or other appropriate governmental agency, or the granting of easements or permits, for the purpose of facilitating construction of the Improvements.

(i) Subject to the requirements set forth in Section 501.1, the rental or lease of Retail and Restaurant Space (as provided in Section 501.1) in the Parcel B Improvements.

(j) A mortgage, deed of trust, security interest, hypothecation or other agreement for financing purposes as permitted by this Agreement, including a permitted financing under Section 412 in connection with the Construction Loan, and any Transfer resulting from a foreclosure or deed-in-lieu of foreclosure related to or in connection with any such permitted financing subject to the provisions of Section 412 and the rights of the City therein.

206.4 Request for Transfer; Approval

Except as specifically set forth herein, upon Developer's delivery of written Notice to City requesting approval of a Transfer not otherwise a Permitted Transfer, the City reserves its reasonable discretion to approve or disapprove a request for Transfer, made pursuant to this Section. Any such Notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the City to evaluate the proposed assignee resulting from the Transfer, as reasonably determined by the City. An assignment and assumption agreement in a form reasonably satisfactory to the City and the City's legal counsel shall also be submitted to the City for all proposed Transfers. No Transfer shall be effective nor shall Developer be relieved of liability hereunder unless and until the transferee assumes all of the obligations of Developer with regard to this Agreement and the Site and all ancillary documents entered into pursuant to this Agreement, and delivers a signed assignment and assumption agreement in a form reasonably satisfactory to the City. The assigning Developer shall not be released from any obligations hereunder or under any of the ancillary documents entered into pursuant to this Agreement, unless otherwise approved in writing by the City.

Within thirty (30) Days after the receipt of Developer's written Notice requesting City approval of a Transfer pursuant to this Section, the City shall either approve or disapprove such proposed Transfer and, in the event of disapproval, shall specify in reasonable detail the reasons therefor. Within ten (10) Days after receipt of the request for approval of any Transfer, the City shall identify what further information, if any, the City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer shall promptly furnish to the City such further information as may be reasonably requested. Developer agrees to promptly pay all of the City's reasonable out-of-pocket costs, including reasonable attorneys' fees, incurred in connection with review and processing of any request for a Transfer and/or consummation of such Transfer and preparation of any documentation and/or agreements in connection therewith.

The form assignment and assumption agreement to be executed by any City-approved assignee or transferee shall include an express acknowledgment by the assignee or transferee of the existence and description of (i) the Public Parking Improvements, (ii) the Town Plaza Expansion Improvements; (iii) all of the written agreements among the Parties affecting the Public Parking Improvements and the Town Plaza Expansion Improvements or related thereto; (iv) this Agreement and all other documents entered into by the Parties pursuant to this Agreement; (v) the obligations of such assignee or transferee under such agreements, and of the rights of the City and its successors in connection with this Agreement and all ancillary documents, and of the City, owner, lessee and/or operator of the Public Parking Improvements and/or the Town Plaza Expansion Improvements under such agreements; and (vi) an express agreement of the assignee or transferee to comply with such obligations and rights.

207. Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the City, its successors and assigns, and the Developer, its permitted successors and assigns, and no other person or persons shall have any right of action hereon or hereunder.

208. Representations and Warranties

208.1 City's Representations

City represents and warrants to Developer as follows:

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

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

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

(d) Title. At the Closing, the City intends on delivering title to the Developer Parcel free of any right of any third party (except Developer, and City in connection with the Public Parking Improvements) to possession of all or any part of the Developer Parcel.

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

(f) Governmental Compliance. To the best of City's knowledge, the City has not received any notice from any governmental agency or authority alleging that the Developer Parcel or this Agreement is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation. If any such notice or notices are received by the City following the Effective Date of this Agreement, the City shall, within ten (10) Days of receipt of such notice, notify Developer and if such violation was caused by the City or any Representative, the City shall promptly cure such violation prior to Closing as legally permitted. To the best of the City's knowledge, no Hazardous Materials have been or are located in, on, under or adjacent to the Developer Parcel or any portion thereof.

(g) No Conveyance. The City will not convey any interest in the Developer Parcel, and the City will not cause or consent to the recordation against the Developer Parcel of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date of this Agreement which will not be eliminated prior to the Close of Escrow.

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

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

Until the Closing, the City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true, immediately give written notice of such fact or condition to Developer and if such fact or condition is caused by the City, City shall promptly cure or remedy such fact or condition as legally permitted.

208.2 Developer's Representations

Developer represents and warrants to the City as follows:

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

(b) Authority. Developer has the legal power, right and authority to execute, deliver and enter into this Agreement and any and all other agreements and documents required to be executed and delivered by the Developer in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and to perform and observe the terms and provisions of all of the above. The Persons who have executed this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement are authorized to execute and deliver the same on behalf of the Developer and all actions required under Developer's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered pursuant hereto, have been duly taken.

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

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

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

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

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

While the Parcel B Improvements are in existence, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true, immediately give written notice of such fact or condition to the City and if such fact or condition is caused by the Developer, Developer shall promptly cure or remedy such fact or condition..

300. DISPOSITION OF THE DEVELOPER PARCEL

301. Sale and Purchase

301.1 Sale and Purchase of the Developer Parcel; Purchase Price

Upon satisfaction of the City's Conditions Precedent to Closing and within the time frame set forth in the Schedule of Performance, the City agrees to convey to Developer and Developer agrees to purchase from the City ("Conveyance") the Developer Parcel, for FOUR MILLION TWENTY TWO THOUSAND FOUR HUNDRED DOLLARS ($4,022,400) ("Purchase Price"). The Developer and the City agree, and the City has determined that, based on the conditions imposed on the Developer with respect to the construction of the Improvements, the Purchase Price for the Developer Parcel is not less than the fair reuse value of the Developer Parcel; accordingly, consideration for the Conveyance shall include Developer's payment of the Purchase Price, Developer's promise to Develop and Cause Construction of the Project, including the Improvements, in accordance with all terms and conditions of this Agreement, and Developer's promise to be bound by the obligations, covenants and restrictions set forth in this Agreement. The Purchase Price payable by Developer as set forth above shall be subject to an adjustment at the Closing for the Prevailing Wage Cost Adjustment, if any, as provided in Section 906, and the Extraordinary Costs, if any, as provided in Section 907.

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

The Purchase Price shall be paid by delivery of the Developer Deposit and the Final Purchase Price Payment.

The Parties agree that the Purchase Price includes and reflects certain reductions for costs to be incurred by the Developer as a result of specific requests made by the City in connection with the construction and development of the Project and such reductions are expressly provided as follows:

(a) Garage Ramp Relocation. A reduction by the total amount of SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS ($62,500) is included and reflected in the Purchase Price to reflect the design costs associated with relocating the garage ramp as a result of including the Public Parking Improvements as a part of the Project; and

(b) Public Restroom Expansion. A reduction by the total amount of SIXTY FIVE THOUSAND ONE HUNDRED DOLLARS ($65,100) is included and reflected in the Purchase Price to reflect the costs associated with the expansion of the Public Restrooms.

The City and Developer each agree that the reduction amounts set forth above in subparagraphs (a) and (b) and included and reflected in the Purchase Price are final amounts and are binding on the Parties. Any increase in the design costs associated with relocating the garage ramp or the expansion of the Public Restrooms shall be borne by the Developer, with no cost to the City.

301.2 Developer Deposit

Upon Developer's receipt of a fully executed copy of this Agreement together with the Escrow Agent's acceptance hereof but not later than the date provided in the Schedule of Performance, Developer shall deliver to Escrow Agent a cash deposit in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000) ("Deposit"). Upon Developer's written request, subject to the City's written approval, the Escrow Agent shall deposit the Developer's Deposit in an interest-bearing account, and as interest accrues or becomes payable thereon, such interest shall be added to and become part of the Deposit. The Deposit shall be held and applied in accordance with the terms of this Agreement and applied, together with the accrued interest thereon if any, towards the Purchase Price at Closing. Upon a termination of this Agreement by the City as a result of the Developer's uncured Default hereunder, the Deposit, and all interest accrued thereon, if any, shall be promptly delivered to the City and retained by the City as its sole and separate property. The City's retention of the Deposit in this regard is not and shall not constitute, be treated as, or deemed to constitute, liquidated damages to the City, and the City shall be permitted to exercise any and all available rights and remedies in connection with an uncured Default hereunder. Further, the City's retention of the Deposit as provided for herein shall not be considered a payment in lieu of or in place of any damages that the City may otherwise be entitled to under the law and as otherwise provided for herein. Upon a termination of this Agreement by the Developer as a result of the City's uncured Default hereunder, or upon a termination of this Agreement for any other reason other than as a result of Developer's uncured Default, the Developer shall be entitled to the prompt return of the Deposit, together with the interest, if any, that may have accrued thereon.

301.3 Final Purchase Price Payment; Scheduled Close of Escrow

Not less than three (3) business days prior to the scheduled Close of Escrow, Developer agrees to deposit into Escrow in cash or other readily available funds an amount equal to the Purchase Price minus the Deposit pursuant to Section 301.2, adjusted by the Extraordinary Costs, if any, as set forth in Section 907 below, minus the Prevailing Wage Cost Adjustment, if any, as set forth in Section 906 below (collectively, the "Final Purchase Price Payment"), plus Developer's share of Escrow fees and costs, and, to the extent applicable, any In Lieu Public Art Fee.

301.4 Scheduled Close of Escrow

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

302. Escrow

302.1 Escrow Instructions

The City and the Developer shall open an escrow for the sale and purchase of the Developer Parcel ("Escrow") with an escrow agent ("Escrow Agent") acceptable to the City and the Developer within the times established therefor in the Schedule of Performance. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the Escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent is hereby empowered to act under this Agreement and upon indicating its acceptance of the provisions of this Section 302.1 in writing, delivered to the City and to the Developer within two (2) Days after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder.

302.2 Costs of Escrow

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

(a) One half of the escrow fees attributable to the Conveyance of the Developer Parcel;

(b) The excess premium for extended coverage under an ALTA Owner's Title Policy, and the cost of any endorsements required by Developer which are not required to satisfy the City's obligations to deliver title to the Developer Parcel in the condition required by this Agreement; and

(c) Ad valorem taxes, if any, upon the Developer Parcel after conveyance, or ad valorem taxes, if any, upon this Agreement, or any rights thereunder, before or after conveyance of title.

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

(i) Costs necessary to place the title to the Developer Parcel in the condition for conveyance required by the provisions of this Agreement;

(ii) Any and all state, county, or city documentary stamps or transfer tax pertaining to the City's conveyance of the Developer Parcel;

(iii) One half of the escrow fees attributable to the Conveyance of the Developer Parcel; and

(iv) The premium for standard coverage under an ALTA Owner's Title Policy, and the cost of any endorsements required to satisfy the City's obligations to deliver title to the Developer Parcel in the condition required by this Agreement.

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

302.3 General Provisions Applicable to Escrow Agent

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

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

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

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

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

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

302.4 Authority of Escrow Agent

The Escrow Agent is authorized to, and shall:

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

(b) when both Developer's Conditions Precedent to Closing and the City's Conditions Precedent to the Closing are satisfied or waived in writing by the Party for whom the condition was established, disburse funds to the City and record the recordable documents and deliver such recordable and non-recordable documents (i) to the City, the Deposit, the Final Purchase Price Payment and any In Lieu Public Art Fee, as and if applicable, (less City's share of Escrow Costs), (ii) to the City with copies to the Developer, the Reciprocal Easement Agreement, the Parking License, the Development and Construction Contract for Public Improvements, the Assignment of Plans, Reports and Data, the Assignment of Construction Contract, and the Memorandum of Right of First Offer, (iii) to the Developer, with copy to the City, the Grant Deed, provided, however, that funds deposited as part of the Purchase Price shall not be disbursed by the Escrow to the City unless and until the Escrow Agent has recorded the Grant Deed, and delivered the Title Policy to Developer, and (iv) to the "Post-Closing Construction Escrow" (described in Section 903 below), the disbursement of City funds in accordance with the Development and Construction Contract for Public Improvements as contemplated by Section 903 below;

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

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

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

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

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

302.5 Termination of Escrow

If the Escrow is not in a condition to close by the Outside Closing Date, as the same may be extended pursuant to this Agreement, then either Party which has fully performed under this Agreement may, in writing, demand the return of money, documents or property deposited by such Party into Escrow and terminate the Escrow and this Agreement. If either Party makes a written demand for the return of its money, documents or property, this Escrow shall not terminate until ten (10) Days after the Escrow Agent shall have delivered copies of such demand to the other Party at the respective addresses set forth in Section 801 hereof. If any objections are raised by written Notice within such ten (10) Day period, the Escrow Agent is authorized to hold all money, documents or property until instructed by a court of competent jurisdiction or by mutual written instructions of the Parties. If no such objections are timely made, the Escrow Agent shall immediately thereafter return the demanded money and/or documents (subject to the distribution of the Deposit to the City in the event of an uncured Default of the Developer as provided in Section 301.2), and the escrow cancellation charges shall be shared equally by the Parties (unless one of the Parties is in Default, in which event such cancellation charges shall be paid by the defaulting Party). Termination of the Escrow shall be without prejudice as to whatever legal rights, if any, either Party may have against the other arising from this Agreement, and obligations and rights of the Parties under this Agreement that expressly continue notwithstanding a termination of this Agreement shall continue in effect. If no demands for termination are made, the Escrow Agent shall proceed with the Closing as soon as possible consistent with the terms of this Agreement. Nothing in this Section shall be construed to impair or affect the rights of the City or the Developer to specific performance.

302.6 Closing of Escrow

The Conveyance shall close within five (5) Days of the date upon which the Developer's Conditions Precedent to Closing and the City's Conditions Precedent to Closing are satisfied, but not later than the Outside Closing Date. Regardless of whether the Developer's

Conditions Precedent to Closing and the City's Conditions Precedent to Closing are satisfied, if the Closing does not occur on or before the Outside Closing Date (as may be extended by mutual agreement of the Parties), then any Party not then in Default of its obligations hereunder may terminate this Agreement and, upon such termination, this Agreement shall be of no further force and effect, except that the rights and obligations of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect. The Closing shall occur at the offices of the Escrow Company. "Closing" shall mean the time and day that the Grant Deed is recorded in the Official Records.

Possession of the Developer Parcel shall be delivered in "as is" condition to the Developer immediately following the Closing, except that limited access shall be permitted prior to Conveyance as permitted in Section 313 of this Agreement. Developer shall accept title and possession upon the Closing.

302.7 Closing Procedure

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

(a) record the Grant Deed with instruction to the Los Angeles County Registrar/Recorder to deliver the Grant Deed to Developer and a conforming copy thereof to the City;

(b) record the Reciprocal Easement Agreement and the Memorandum of Right of First Offer with instruction to the Los Angeles County Registrar/Recorder to deliver such documents to the City and a conforming copy thereof to Developer (the Reciprocal Easement Agreement shall be recorded against the Developer Parcel as a senior lien and encumbrance in priority, and the City Parcel, in the Official Records);

(c) record the deed of trust securing the Construction Loan with instruction to the Los Angeles County Registrar/Recorder to deliver the deed of trust to the Construction Lender and a conforming copy to Developer and City;

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

(e) deliver to the City the funds in an amount equal to the Deposit and the Final Purchase Price Payment and any In Lieu Public Art Fee, as applicable, less prorations and charges applicable against the City, including its share of the Escrow Costs and other costs set forth in Section 302.2 hereof, as evidenced by the settlement statement approved by the Parties;

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

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

(h) forward to Developer and the City a separate accounting of all funds received and disbursed for each Party and copies of all executed, recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon;

(i) deliver to the Post Closing Construction Escrow, the disbursement of City funds in accordance with the Development and Construction Contract for Public Improvements as is required therefor by Section 903;

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

303. Conditions Precedent to Conveyance

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

303.1 City's Conditions

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

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

(b) Execution of Documents. Developer shall have executed and delivered into Escrow or to the City all documents reasonably requested by the City including, without limitation, the Development and Construction Contract for Public Improvements, the Memorandum of First Right of Offer, the Assignment of Construction Contract, the Assignment of Plans, Reports and Data, the Parking License, the Reciprocal Easement Agreement, and other City Documents required by the City.

(c) Deposit of Funds. Developer shall have deposited into Escrow the Final Purchase Price Payment, the in Lieu Public Art Fee, if applicable, and any such amounts necessary to pay any required costs of Escrow, Closing and the Title Policy payable by Developer.

(d) Evidence of Financing. Developer shall have submitted to the City, and the City shall have approved, the Evidence of Financing in accordance with Section 314 hereof and the Schedule of Performance.

(e) Plans. Developer shall have submitted to the City, and the City shall have approved, the Schematic Drawings, design development drawings, construction drawings, and other Plans required by this Agreement, including without limitation Sections 401 and 402 of this Agreement, for the development of the Site.

(f) Insurance. Developer shall have delivered to the City the insurance certificates and endorsements required pursuant to Section 308 hereof.

(g) Construction Loan. The Construction Loan shall have been approved by the City in accordance with this Agreement and the Construction Lender and Developer shall have executed the Construction Loan documents.

(h) Construction Contract. The Construction Contract(s) for all Improvements shall have been approved by the City in accordance with this Agreement, and the General Contractor and Developer shall have executed the Construction Contract and delivered to the City a copy thereof, together with copies of performance and payment bonds required by the Construction Contract naming the City as an additional obligee.

(i) Approvals. Developer shall have submitted to the City, and the City shall have approved all approvals and entitlements required for the development of the Site, including, without limitation, the issuance of building permits (or permits in a ready to issue condition) and the completion of plan check by City Building and Safety Division.

(j) Entitlements. The Developer shall have secured all entitlements for the development of the Project which are required to be obtained by Developer prior to the Close of Escrow. Notwithstanding the foregoing, it is the Parties understanding that all entitlements for the Project have been obtained prior to execution of this Agreement.

(k) Reciprocal Easement Agreement. The City and Developer shall have reasonably agreed upon the form of Reciprocal Easement Agreement required by Section 905.

(l) Development and Construction Contract for Public Improvements. The City and Developer shall have reasonably agreed upon the form of development and Construction Contract for Public Improvements required by Section 901.

303.2 Developer's Conditions

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

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

(b) Execution of Documents. The City shall have executed and deposited into Escrow all documents reasonably requested by the Developer including, without limitation, the Grant Deed, the Development and Construction Contract for Public Improvements, the Parking License, the Reciprocal Easement Agreement and any other City Documents required by the Developer.

(c) Deposit of Funds. The City shall have deposited all funds required to be deposited by the City into Escrow.

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

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

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

(g) Approvals. Developer shall have received all approvals within the control of the City and entitlements required for the development of the Site, including, without limitation, the issuance of building permits (or permits in a ready to issue condition) and the completion of plan check by the City Building and Safety Division.

(h) Reciprocal Easement Agreement. The City and Developer shall have reasonably agreed upon the form of Reciprocal Easement Agreement required by Section 905.

(i) Development and Construction Contract for Public Improvements. The City and Developer shall have reasonably agreed upon the form of development and Construction Contract for Public Improvements required by Section 901.

304. Form of Deed

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

Through the Reciprocal Easement Agreement, the City and Developer shall reserve and create (i) all reasonably necessary and/or appropriate ancillary easements for pedestrian and vehicular access to and from the public streets and driveways and the City Parcel and Developer Parcel and otherwise as required for the operation, repair and maintenance of the Public Parking Improvements and the Town Plaza Expansion Improvements, including perpetual irrevocable easements in connection with the Public Parking Improvements, (ii) the Public Space designated on the Developer Parcel as part of the Parcel B Improvements for use by the public and the City, and referenced therein as the Elevated Plaza, the Grand Stairs, and the Public Restrooms, and for use by the City and referenced therein as the Storage Room; and (iii) maintenance, operation, repair and restoration requirements of the Developer in connection with the Parcel B Improvements.

305. Time For and Place of Delivery of Deed

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

306. Condition of Title

Within not more than one hundred eighty (180) Days after the Effective Date of this Agreement, or as otherwise expressly provided in the Schedule of Performance, the Title Company shall deliver to Developer, with a copy to the City, a title commitment for the Developer Parcel showing all title exceptions applicable thereto, a copy of all underlying documents referenced in such title commitment, and a plot of all easements, if any, applicable to the Developer Parcel (the foregoing is referred to herein as the "Title Commitment"). Developer may, at its sole cost and expense, obtain a current survey of the Developer Parcel ("Survey"). No later than the date that is sixty (60) Days after receipt of the Title Commitment ("Title Due Diligence Date"), Developer shall notify the City in writing ("Title Objection Notice") of any objections Developer may have to the title exceptions contained in the Title Commitment. In the event Developer delivers a Title Objection Notice disapproving any exceptions in the Title Commitment, the City shall have thirty (30) Days from receipt of Developer's Title Objection Notice to notify Developer in writing ("Title Response Notice") of the City's election to either (i) agree to remove or cure the objectionable items prior to the Close of Escrow, or (ii) decline to remove or cure the objectionable items. The City's failure to deliver a Title Response Notice shall be deemed City's election not to remove or cure the objectionable items; provided, that the Developer's Title Objection Notice states in bold capitalized letters in 14 point on the cover page of such Notice that the "**CITY'S FAILURE TO RESPOND TO THIS NOTICE WITHIN THIRTY (30) DAYS SHALL BE DEEMED TO CONSTITUTE THE CITY'S ELECTION REFERENCED IN THIS NOTICE PER THE DDA**". If the City notifies (or is deemed to have notified) Developer of the City's election not to remove and cure any objectionable items, then Developer shall have the right, by written notice delivered to the City no later than the date that is ten (10) Days after receipt of City's Title Response Notice, or twenty-five (25) Days after delivery of Developer's Title Objection Notice if City does not deliver a Title Response Notice, to agree to accept the Developer Parcel subject to the objectionable items, in which event the objectionable items shall be deemed approved by Developer, and Developer shall take title to the Developer Parcel at the Close of Escrow subject to such objectionable items without any adjustment to, reduction of, or credit against the Purchase Price. The exceptions to title that Developer approves pursuant to this Section 306 shall be referred to herein as the "Permitted Exceptions." The Permitted Exceptions shall also include non-delinquent real property taxes (which shall be prorated as of the Closing), and the documents to be recorded through the Escrow under this Agreement.

No later than thirty (30) Days prior to the date established for Conveyance in the Schedule of Performance, the Parties shall have obtained from the Title Company an update to the Title Commitment dated no later than forty-five (45) Days from the date established for Conveyance in the Schedule of Performance, together with legible copies of all documents referenced as exceptions therein which were not referenced in the Title Commitment ("Updated Title Commitment") for the Developer Parcel. Nothing in this Agreement shall obligate Developer to proceed with the Close of Escrow in the event new liens, encumbrances or exceptions on the Developer Parcel (other than any matters contemplated by this Agreement) are discovered or arise through no fault of Developer after the date of the Title Commitment and are not removed by the City at the City's sole cost, unless Developer so elects to proceed; provided City shall be obligated to the extent legally permissible to remove any new matters caused by the act or omission of the City, or any of its agents or representatives, at the City's sole cost and expense. In the event Developer elects to terminate Escrow, in accordance with the provisions of Section 302, and receive the return of the Deposit provided there is not an uncured Default of Developer, because of the discovery of such new matter, then upon such election, this Agreement shall terminate and, upon such termination, the Developer shall have no further interest in the Site or any further obligations hereunder, except that the rights and obligations of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect.

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

307. Title Insurance

Concurrently with recordation of the Grant Deed, Title Company shall provide and deliver to Developer a 2006 ALTA Extended Coverage Owner's Policy of title insurance ("**ALTA Policy**") with a policy coverage limit in the amount of the Purchase Price, as adjusted if at all pursuant to Sections 906 and 907. The cost of such ALTA policy shall be allocated between the City and Developer in accordance with Section 302.2 above. The ALTA Policy shall show title to the Developer Parcel vested in Developer. Such title policy shall be subject only to the Permitted Exceptions described above. The Title Company shall provide the City with a copy of the ALTA Policy. In the event the Title Company requires an ALTA survey as a condition to issuance of the ALTA Policy or as a condition to elimination of any survey exception shown therein, Developer shall provide such ALTA survey at its sole cost and expense or accept title subject to such limitation in or exception to the Title Policy.

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

308. Insurance

308.1 General Requirements

Prior to entry upon the Site (with respect to the liability coverages in (a)-(c) below) and prior to the Closing (with respect to the property insurance described in (d) below) and continuing in each case until a Release of Construction Covenants is issued by the City for all Improvements, without limiting the indemnity provisions set forth herein, to the fullest extent permitted by law, Developer, at its sole cost, shall procure and maintain in full force and effect the following policies of insurance with respect to the Developer Parcel from a company or companies authorized to do business in the State of California or from a company or companies listed on the California list of Eligible Surplus Lines Insurers (http://www.sla-cal.org/carrier_info/lesli/) with a current rating from A.M. Best Company of A:VIII or better:

(a) General Liability. Commercial general liability insurance which affords coverage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form ISO CG 00 01 11 85 with minimum limits of not less than $3,000,000 per occurrence.

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

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

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

Insurance policies held by the City on the Site (including, without limitation, those for fire or casualty) are not to be transferred, and the City will cancel its own policies in connection with the Developer Parcel effective upon the Closing, except in connection with the Public Parking Improvements located therein as applicable.

Except as otherwise required by the Reciprocal Easement Agreement, subsequent to the issuance of a Release of Construction Covenants, Developer shall maintain such insurance coverage as is customary for a building of the same general size and use in a similar area within the Culver City area and/or Los Angeles County.

308.2 Endorsements

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

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

(2) A waiver of subrogation stating that the insurer waives its rights of subrogation from the City or Agency.

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

308.3 Deductible and Self-Insured Retention

In the event any of the insurance coverages required to be furnished by Developer have deductible or self-insured provisions, Developer shall fully protect the City and the Agency in the same manner as those interests would have been protected had the policy not contained the deductible or self-insured provision. The deductible or self-insured amount shall be shown on any "evidence of insurance" provided to the City, and the City reserves the right to reasonably limit said amount and to review Developer's financial statements if the amount exceeds a level reasonably acceptable to the City Risk Manager. A deductible amount of not more than Five Thousand Dollars ($5,000.00) shall be acceptable to the City.

308.4 Evidence of Insurance

Developer shall deliver said policy or policies of insurance or certified true copies thereof, or endorsement forms furnished by the City Risk Manager, ("evidence of insurance") for approval as to sufficiency by the City Risk Manager and approval as to form by the City Attorney, as appropriate, which approval or disapproval shall be given within ten (10) business days and shall not be unreasonably withheld or delayed. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. If Workers' Compensation Coverage is placed with the State Compensation Insurance Fund, a State Compensation Insurance Fund Certificate of coverage will be acceptable if endorsed in accordance with Section 308.2(1), above.

308.5 Failure to Maintain Coverage

Should Developer fail to maintain policies with the coverages and limits specified in Section 308.1 above, in full force and effect at all times required, the City shall have the right to suspend Developer's operations until Developer has fully complied with these provisions and furnished the required evidence of insurance. In the event that Developer's operations are suspended for failure to maintain acceptable insurance coverage, Developer shall not be entitled to an extension of time for completion of the work.

308.6 Insurance for Contractors and Subcontractors

All contractors and subcontractors shall name the Developer and the City as additional insureds under their policies, and Developer shall be responsible for causing such contractors and subcontractors to purchase the appropriate insurance in compliance with the terms of this Section. All coverages and endorsements of coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. In addition, contractors and subcontractors whose profession requires licensure, including, but not limited to architects and engineers, shall be required to maintain professional liability insurance, applicable to their respective professions, in an amount not less than $1 Million per claim, without environmental restrictions, for a period whose prior acts coverage shall be no later than the first date of this Agreement and whose extended reporting coverage period shall be at least three (3) years from the time that all work under this Agreement is completed.

309. Taxes and Assessments

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

310. Occupants of the Developer Parcel

The Developer Parcel shall be conveyed free of any possession or right of possession except that of Developer and easements of record constituting Permitted Exceptions, and except the interest of the City in connection with the Public Parking Improvements.

311. Zoning of the Developer Parcel

The zoning of the Developer Parcel at the time of Conveyance thereof shall permit development of the Parcel B Improvements and the use, operation and maintenance of such Improvements in accordance with the provisions of this Agreement.

312. Condition of the Developer Parcel; Release of City

The City expressly and specifically disclaims the making of any representations or warranties, express or implied, regarding the Developer Parcel or matters affecting the Developer Parcel including, without limitation, the physical and environmental condition of the Developer Parcel except as expressly set forth in this Agreement. The City shall, to the greatest extent legally allowable, assign to the Developer all rights, claims, actions and/or causes of action it may have against prior owners of the Developer Parcel and tenants and/or anyone who has occupied the Developer Parcel in connection with the environmental condition of the Developer Parcel.

The City represents and warrants that it has delivered to Developer all Environmental Reports prepared by the City pertaining to the Developer Parcel and/or in the City's possession with respect to the Developer Parcel. Developer acknowledges and agrees that the Developer Parcel is to be conveyed to, and accepted by, Developer, in its present condition, "AS IS," and Developer hereby assumes the risk of adverse physical characteristics and conditions, including, but not limited to, the presence of Hazardous Materials. After taking title to the Developer Parcel, the Developer shall be solely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination of the Developer Parcel.

Upon the Closing, the physical and environmental condition, possession or title of the Developer Parcel is and shall be delivered from the City to Developer in an “as-is” condition, with no warranty expressed or implied by the City, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Developer Parcel for the development purposes intended hereunder.

Except for obligations, representations and warranties of the City set forth in this Agreement, upon the Closing, Developer hereby waives, releases and discharges forever the City and its Representatives from all present and future Losses and Liabilities, arising out of or in any way connected with the City’s or Developer’s use, maintenance, ownership or operation of the Developer Parcel, except to the extent arising out of the negligence, willful misconduct or fraud of the City or its Representatives.

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

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

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Developer Initials

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

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

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

313. Preliminary Work by the Developer; Due Diligence Review

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

Prior to the Conveyance of the Developer Parcel and upon the Parties’ execution of the Right of Entry Agreement attached to this Agreement as Attachment No. 11 and

Developer's satisfaction of conditions precedent therein, the City shall permit Developer to enter the Site for the purpose of soils testing, survey work and other predevelopment activities by the representatives of Developer at all reasonable times. The City agrees to provide, or cause to be provided, to Developer all data and information pertaining to the Site which is available to the City when requested by Developer. Developer shall defend, indemnify, and hold the City harmless for all Losses and Liabilities incurred by the City arising out of any Site investigation activity pursuant to this Section 313; provided, that such indemnity shall not extend to the mere discovery of pre-existing conditions. The foregoing indemnity shall survive termination of this Agreement and shall continue after recordation of the Release of Construction Covenants.

Developer shall notify City in writing on or before the Day which is two hundred forty (240) Days after the Effective Date of this Agreement ("Due Diligence Period") of Developer's approval or disapproval, in its sole and absolute discretion, of the due diligence materials provided for its review, the condition of the Developer Parcel and Developer's investigations with respect thereto, including, without limitation, Developer's environmental review of the Developer Parcel and all studies, reports and assessments concerning the environmental condition of the Developer Parcel ("Due Diligence Notice"). Developer's disapproval of the Developer Parcel by delivery of the Due Diligence Notice within the Due Diligence Period shall constitute Developer's election to not acquire the Developer Parcel and, in such event, this Agreement shall terminate and any documents and funds delivered by either Party to the other or to Escrow shall be returned to it, including return of the Deposit to Developer provided there is not an uncured Default by Developer. Upon such termination, except that the rights and obligations of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect.

314. Evidence of Financing

Prior to the Closing and within the time set forth in the Schedule of Performance, Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has obtained sufficient equity capital and commitments for the financing necessary for the acquisition and development of the Developer Parcel and the Parcel B Improvements, the Developer's pro rata share of costs for the design and construction of the driveway access for the Parking Improvements, and permanent financing, if any, Developer intends to obtain upon completion of construction of the Improvements. The City shall approve or disapprove such Evidence of Financing within twenty (20) Days of submission, with such approval not to be unreasonably withheld or delayed. Such evidence (collectively, "Evidence of Financing") shall include, at a minimum:

(a) A construction budget(s) for the Project broken down by Parcel B Improvements, Public Parking Improvements, and Town Plaza Expansion Improvements.

(b) Draft Construction Loan documents from a lender reasonably acceptable to the City (including any amendments thereto, "Construction Loan") along with evidence reasonably satisfactory to the City Manager that the lender intends (subject to the satisfaction of all conditions set forth in such lender's term sheet, loan commitment or loan application) to execute the same and provide an initial funding on or before the Closing. A Construction Loan may be secured by a deed of trust or other security instrument recorded against the Developer Parcel, as reasonably approved by the City. In no event shall the City Parcel be encumbered by any of Developer's financing for the Project. Any such Construction Loan shall provide for notice of default to the City, the right to cure and such other terms as required by Section 406.

(c) Evidence of such other loans or grants or Developer Equity as may be required to pay (i) the amount of the Construction Contract(s) for the Improvements (including the Developer's pro rata share of the design and construction costs to develop the Parking Improvements), plus (ii) an amount equal to all consultant and loan fees, "points," commissions, charges, furnishings, fixtures, taxes, interest, start up costs, Developer's overhead and administration, and other costs and expenses of developing and completing the Project, less the City's pro rata share of the design and construction costs to develop the Parking Improvements and the Town Plaza Expansion Improvements.

(d) A fixed or guaranteed maximum price construction contract (including any amendments thereto, "Construction Contract") or other commitment acceptable to the City along with evidence reasonably satisfactory to the City Manager that the contractor intends to execute the same and is ready, willing and able to construct the Improvements for the cost indicated therein subsequent to the Closing. Any such Construction Contract shall provide for notice of default to the City, the right to cure and such other terms as required by Section 407.

(e) A copy of Developer's, CPI's and Hudson's most recent internally prepared, unaudited financial statements, which shall include a balance sheet, income statement, statement of retained earnings, statement of cash flows, and footnotes thereto, prepared in accordance with generally accepted accounting principles or federal income tax basis of accounting consistently applied, or in accordance with such other principles or methods as are reasonably acceptable to the City Manager.

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

(g) Such other documentation and financial information relating to evidence of financing as may be reasonably requested by the City with respect to Developer or otherwise with respect to the Conveyance and construction and operation of the Project.

To the extent the cost of acquisition of the Developer Parcel and the cost of the design, planning, construction and development of the Improvements are to be financed with funds other than the proceeds of a Construction Loan or City funds, evidence satisfactory to the City that Developer has, at the time such evidence of financing is required to be demonstrated, sufficient equity capital, in sufficiently liquid form, not otherwise encumbered by any pledge or grant of a security interest to a third party, to assure complete funding for the development and construction of the Improvements (as set forth in the Scope of Development and provided for in this Agreement). Developer shall have the right to use any funds or assets available to Developer for actual payment of costs, notwithstanding that said funds or assets may be different from the sources of equity capital utilized to demonstrate the evidence of equity financing required by this Agreement. Developer's evidence of equity financing shall be satisfied by evidence of any combination of the following:

(1) Cash, on deposit in a construction account, checking account, money market account, escrow or other immediately available form of deposit, held in the name of Developer, over which Developer retains the right to direct investments;

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

(3) An available line of credit with a bank or other financial institution approved in writing by the City Manager, the terms of which are consistent with this Agreement, provided that the collateral or assets pledged by Developer for such line of credit shall not otherwise be utilized to demonstrate the evidence of equity financing required by this Agreement, unless Developer has the right to substitute such collateral or assets with other collateral or assets which other collateral or assets are not otherwise utilized to demonstrate the evidence of equity financing required by this Agreement and which may or may not be liquid; or

(4) Evidence of any other comparable form of assets or funding commitment that the City Manager reasonably determines is sufficiently liquid to assure that it will be available to Developer when needed to pay Project expenses.

315. Intentionally Omitted

316. Intentionally Omitted

317. Real Estate Commissions

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

318. Demolition of the Developer Parcel

Subsequent to the Closing, Developer shall demolish the parking lot on the Developer Parcel. Developer shall perform all such demolition and containment activities in accordance with Environmental Laws. Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials onto the Developer Parcel or the Site or into the environment in connection with the use of Hazardous Materials and the Developer Parcel or development of the Developer Parcel in violation of applicable Governmental Requirements. Such precautions shall include complying with and causing all activities on the Developer Parcel to comply with all Governmental Requirements with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to all procedures, requirements and restrictions imposed by Governmental Requirements pertaining to the disclosure, storage, use, removal and disposal of Hazardous Materials. Developer covenants that it shall not, except for customary materials used and applied in accordance with all Governmental Requirements and in the ordinary course of demolishing the Developer Parcel, (i) deposit Hazardous Materials in, on or upon the Developer Parcel or the Site, in violation of any applicable Governmental Requirements, nor (ii) permit the deposit of Hazardous Materials in, on or upon the Developer Parcel or the Site in violation of any applicable Governmental Requirements.

319. Developer Responsibilities after Closing

After the Closing and subject to Section 324, it shall be Developer's responsibility to remedy any soil or geologic condition on the Developer Parcel, at its sole cost and expense, as required to fulfill its obligations hereunder. Developer shall perform all preparation of the Developer Parcel for construction of the Project in accordance with Environmental Laws. Developer shall be responsible for all Developer Parcel preparation costs after the Closing. Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials onto the Developer Parcel or the Site or into the environment in connection with the use of Hazardous Materials or the Developer Parcel or development of the Developer Parcel in violation of applicable Governmental Requirements. Such precautions shall include complying with and causing all activities on the Developer Parcel to comply with all Governmental Requirements with respect to Hazardous Materials. In addition, the Developer shall install and utilize such equipment and implement and adhere to all procedures, requirements and restrictions imposed by Governmental Requirements pertaining to the disclosure, storage, use, removal and disposal of Hazardous Materials. Developer further covenants that it shall not, except for customary materials used and applied in accordance with all Governmental Requirements and in the ordinary course of completing, maintaining and operating the Improvements or customarily utilized by households for domestic purposes in accordance with all Governmental Requirements, (i) deposit Hazardous Materials in, on or upon the Developer Parcel or the Site, in violation of any applicable Governmental Requirements, nor (ii) permit the deposit of Hazardous Materials in, on or upon the Developer Parcel or the Site in violation of any applicable Governmental Requirements.

Prior to and during construction of the Project, the City and Developer shall not engage in any Hazardous Materials Activity, except in strict compliance with all Environmental Laws, and shall comply with all Environmental Laws in connection with any activity on or about the Site, including the construction and operation of the Project. Developer shall maintain the Developer Parcel and any Improvements thereon in good condition free from graffiti and from any accumulation of debris or waste materials. Developer shall keep and maintain the Developer Parcel in conformity with the Culver City Municipal Code and all other applicable Governmental Requirements.

As provided for in the Development and Construction Contract for Public Improvements, the City shall be responsible for the cost of remediation of all Hazardous Materials located in, on or under the City Parcel. With respect to any environmental remediation performed by Developer on the City Parcel in connection with the construction of the Public Improvements, all such work shall be performed by an environmental contractor selected by the Developer and acceptable to the City, and the City shall be the signator party for any Hazardous Materials manifests required in connection with the performance of any such remediation work.

320. Required Disclosures after Closing

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

(a) All required reports of releases of Hazardous Materials, including notices of any release of Hazardous Materials as required by any Governmental Requirements;

(b) All notices of suspension of any environmental permits;

(c) All notices of violation from federal, state or local environmental authorities;

(d) All orders under the State Hazardous Waste Control Act and the State Hazardous Substance Account Act and corresponding federal statutes, concerning investigation, compliance schedules, clean up, or other remedial actions;

(e) All orders under the Porter Cologne Act, including corrective action orders, cease and desist orders, and clean up and abatement orders;

(f) Any notices of violation from OSHA or Cal OSHA concerning employees' exposure to Hazardous Materials; and

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

Subject to terms and conditions set forth in Section 324, in the event any Hazardous Materials are discovered on the Developer Parcel after the Closing in violation of applicable Governmental Requirements, or a release of Hazardous Materials into the environment occurs after the Closing in violation of applicable Governmental Requirements, the Developer shall promptly and fully remediate such Hazardous Materials in accordance with all Governmental Requirements, and such remediation shall be at the Developer's sole cost and expense; provided that nothing herein shall limit the responsibility of the City for any Hazardous Materials released or deposited by the City or its Representatives on the Site except to the extent of Developer's negligence. Upon reasonable request of the City, the Developer shall furnish to the City a copy of any and all other environmental documents or inquiries relating to or affecting the Developer Parcel from time to time during Developer's ownership or possession thereof.

321. Taxes and Assessments

Subsequent to the Conveyance, Developer shall pay, when due, all taxes, assessments, and special taxes levied on the Developer Parcel including without limitation such taxes and assessments levied in connection with the Parcel B Improvements, in accordance with applicable Governmental Requirements. Developer agrees to make no appeal or challenge of an assessment of the fair market value of the Developer Parcel for property tax purposes, except for a decrease in value challenge or challenge to an initial assessment of a newly completed or rehabilitated building, to the extent the value challenged is in excess of the actual costs of construction and land, or any increase in assessment because of a purported change of ownership where no such change of ownership occurred, or any increase in assessment because of a change in ownership that exceeds the bona-fide arms length consideration paid in connection with such sale.

322. City Rights of Entry

If, at any time, Developer fails to maintain the Developer Parcel in accordance with all applicable Governmental Requirements and such condition is not corrected (i) within forty eight (48) hours after written notice from the City for problems posing an immediate risk to public health and safety; (ii) within five (5) business days after written notice from the City for graffiti and general site maintenance; or (iii) thirty (30) Days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever remedies it may have at law or at equity, shall have the right to enter upon the applicable portion of the Developer Parcel and perform all acts and work necessary to protect, maintain, and preserve the Developer Parcel and the Improvements and landscaped areas thereon with respect to the matter identified in such written notice from the City, and to attach a lien upon the Developer Parcel, or to assess the Developer Parcel, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by the Developer upon demand; provided that such lien shall be effective only upon recordation of a written notice thereof and shall be subordinate to any deed of trust or other like encumbrance entered into in good faith and for value and recorded against the Developer Parcel prior to recordation of such lien.

323. Indemnification

Following the Conveyance, Developer agrees to save, protect, defend, indemnify and hold harmless the City and the Agency, and their respective Representatives, from and against any and all Losses and Liabilities (including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, and remedial and response costs but excluding the extent to which such loss or liability arises from the active negligence or intentional misconduct of the City, Agency, or their Representatives) which may now or in the future be incurred or suffered by the City and/or Agency, or their respective Representatives by reason of, resulting from or arising from, directly or indirectly, (i) the ownership (or possession) of all or any part of the Developer Parcel for purposes of any Governmental Requirements regulating Hazardous Materials first discovered on the Developer Parcel following the Conveyance, (ii) any act or omission on the part of Developer, or its Representatives, contractors or invitees with respect to the Developer Parcel or construction of the Improvements thereon, (iii) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Developer Parcel of any Hazardous Materials first discovered on the Developer Parcel following the Conveyance, (iv) any environmental or other condition of the Developer Parcel first discovered following the Conveyance, and (v) any Losses and Liabilities incurred with respect to the Developer Parcel under any Governmental Requirements relating to Hazardous Materials first discovered on the Developer Parcel following the Conveyance. The foregoing indemnity shall survive termination of this Agreement and shall continue after recordation of the Release of Construction Covenants.

In connection with construction of the Public Improvements on the City Parcel, the Development and Construction Contract for Public Improvements shall contain separate provisions relating to indemnification and remediation costs and responsibilities of the Parties in connection with all Hazardous Materials located in, on or under the City Parcel and costs incurred in connection therewith.

324. Right to Terminate this Agreement Before Closing For Hazardous Materials

324.1 Discovery of Hazardous Materials Prior to Closing.

(a) Identification of Projected Remediation Costs. Prior to the Closing, in the event that the Developer has, based on verifiable documentary evidence, reason to suspect or believe that Hazardous Materials are located in, on or under the Developer Parcel, an environmental consultant or other appropriate consultant selected by Developer and acceptable to the City ("Environmental Consultant") shall undertake any further investigation necessary to determine the environmental condition of the Developer Parcel, and shall estimate the projected cost, if any, of all activities necessary to design, process, permit and remove such Hazardous Materials or contamination in, on or under the Developer Parcel or to otherwise complete an environmental clean-up of the Developer Parcel suitable for commercial office and retail use with subterranean private parking in compliance with all Governmental Requirements ("Remediation Cost"). The Developer shall provide verifiable documentary evidence to the City Manager of the Remediation Cost.

(b) Remediation Costs. If the projected Remediation Cost is FIVE HUNDRED THOUSAND DOLLARS ($500,000) or less (either initially or during the course of performing the remediation work), the Developer shall not have the right to terminate this Agreement under this Section 324 and the Developer shall proceed with the required remediation work at its sole cost and expense and construct the Parcel B Improvements in accordance with the terms and conditions of this Agreement. If the projected Remediation Cost is in excess of FIVE HUNDRED THOUSAND DOLLARS ($500,000) (either initially or during the course of performing the remediation work), then the Developer may elect no later than one hundred eighty (180) business days from the Effective Date of this Agreement to terminate this Agreement. Upon the termination of this Agreement, the Developer shall have no further interest in the Developer Parcel, the Site or any further obligations hereunder, except that the rights and obligations of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect. Failure of the Developer to make such election and terminate this Agreement by the date that is one hundred days (180) business days from the Effective Date of this Agreement shall be a waiver by the Developer of the rights and conditions of this Section 324.

400. DEVELOPMENT OF THE SITE

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

401.1 Scope of Development

Developer shall be solely responsible for making the Site usable for the Project and appropriate for construction of the Improvements as a result of any Site conditions, including, but not limited to, flood zones, Alquist Priolo, and similar matters; provided that City shall be responsible for any such costs to the extent applicable to the Public Parking Improvements on the City Parcel. Developer shall construct the Improvements in accordance with the Scope of Development, the Schedule of Performance and the Plans, drawings and documents submitted by Developer and approved by City as set forth herein, which approval shall not be unreasonably withheld, conditioned or delayed. The entitlements for the Project remain effective. The Construction Contract(s) entered into by Developer for the Improvements shall require construction of the Improvements in a manner consistent with the Plans, drawings, and documents approved by the City.

Development of the Site will include the following:

(a) Parcel B Improvements. The Developer shall Develop and Cause Construction of a four level high quality office and retail complex with an Elevated Plaza and "Grand Stairs", providing approximately 115,108 square feet of gross building area containing a minimum of 32,654 square feet dedicated to retail and restaurant uses, consistent with the Conceptual Plan of the Retail and Restaurant Space attached to this Agreement as Attachment No. 15, and containing a minimum of 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean Private Parking Improvements of approximately 98 spaces within the property line of the Developer Parcel, as more thoroughly described in the Scope of Development, to be owned by the Developer, and which the Developer shall Develop and Cause Construction of on the Developer Parcel, and certain off-site improvements required to be developed in connection with the Parcel B Improvement, in accordance with this Agreement including, without limitation, the Scope of Development and the Plans approved by the City. In connection with the public restrooms, the Developer agrees to construct and maintain 6-stall men and 6-stall women public restrooms ("Public Restrooms"). In connection with the storage area, the Developer agrees to construct and maintain a minimum five hundred (500) square foot storage area for the storage of Town Plaza event staging, chairs, lighting systems and related equipment for the City's use ("Storage Room"). The City shall be responsible for reimbursement of a portion of the maintenance costs for the Public Restrooms and Storage Area as generally provided in Section 501.2 and as more fully described in the Reciprocal Easement Agreement.

(b) Public Parking Improvements. The Developer shall Develop and Cause Construction of certain subterranean and above ground Public Parking Improvements, including without limitation the driveway to provide access to the Parking Improvements, within the City Parcel and partially within the Developer Parcel, as more thoroughly described in the Scope of Development. The Public Parking Improvements shall be constructed in accordance with this Agreement and the Development and Construction Contract for Public Improvements, and the Plans approved by the City, which shall be based on a description set forth in the Scope of Development, the design requirements set forth in the Public Parking Design Specifications attached to this Agreement as Attachment No. 13, and the parking plan prepared by or on behalf of the City and provided to the Developer. The Public Parking Improvements shall include approximately 100 non-tandem parking spaces. Additionally, as a part of the Public Parking Improvements, Developer shall Develop and Cause Construction of motorcycle spaces and bicycle spaces, Operations Area and a police bicycle storage space in accordance with the requirements of the Public Parking Design Specifications or otherwise approved by the City. Further, the Developer shall design Develop and Cause Construction of the Public Parking Improvements such that the Public Parking Improvements, including the driveway access, shall be designed, constructed and developed to allow flexibility with future use and access to and from the Culver Studios property and to not preclude such use and access.

The procedure to determine the City's cost for the Developer to Develop and Cause Construction of the Public Parking Improvements and the City's funding of the Public Parking Improvements are based on City approved reliable, responsible and accurate contractor bids as described in Sections 405(b) and 901. Notwithstanding the foregoing, the City shall not be responsible for the Developer's pro rata share of costs for the design and construction of the driveway access for the Parking Improvements which shall be the sole cost and expense of the Developer.

(c) Town Plaza Expansion Improvements. The Developer shall Develop and Cause Construction of certain public improvements, including without limitation construction of the access road, relating to the expansion of the Town Plaza Project, as more thoroughly described in the Scope of Development. The Developer shall Develop and Cause Construction of the Town Plaza Expansion Improvements upon the City Parcel, in accordance with this Agreement including, without limitation, the Scope of Development, the Development and Construction Contract for Public Improvements, and the Plans approved by the City. The Developer shall design Develop and Cause Construction of the Town Plaza Expansion Improvements so that the access road shall be designed, constructed and developed to allow flexibility with future use and access to and from the Culver Studios property and to not preclude such use and access.

The procedure to determine the City's cost for the Developer to Develop and Cause Construction of the Town Plaza Expansion Improvements and the City's funding of the Town Plaza Expansion Improvements are based on City approved reliable, responsible and accurate contractor bids as described in Sections 405(c) and 901.

The Project shall be developed such that the Project may achieve, and Developer shall exercise all diligent efforts to achieve, LEED certification from the U.S. Green Building Council under the Leadership in Energy and Environmental Design Green Building Rating System for New Construction and Major Renovations (LEED-NC) (Version 2.2).

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

The Project shall be developed consistent with (i) the Request for Proposals issued by the City on July 8, 2011, (ii) the Developer's Response to Request for Proposals dated September 8, 2011, (iii) the Redevelopment Plan, (iv) all plans and specifications approved by the City, and (v) all applicable local, state and federal laws, rules and regulations.

All Plans for the construction of the Project shall be subject to applicable City design review approval procedures, and shall be consistent with, and a logical evolution of, the Scope of Development, except as otherwise approved by the City Manager.

401.2 Schematic Drawings

Developer shall submit to the City a complete set of Schematic Drawings for the Project by the date set forth in the Schedule of Performance. The City shall approve or disapprove the Schematic Drawings within fifteen (15) business days of their submittal. The City shall reasonably approve the Schematic Drawings provided that the City determines that such Schematic Drawings are in substantial conformance with the entitlements for the Project.

The Schematic Drawings shall include a site plan, elevations and sections of the Project as they are to be developed and constructed on the Site. The Schematic Drawings and related documents for the Public Parking Improvements shall be based on and conform to the Public Parking Design Specifications, attached to this Agreement as Attachment No. 13 and the parking plan prepared on behalf of the City and provided to the Developer.

401.3 Landscaping and Grading Plans

The Developer shall prepare and submit to the City for its approval preliminary and final landscaping and preliminary and finish grading plans for the Site, as required.

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

401.4 Pre-Approved List of Project Design Consultants

The City has preapproved the names and qualifications of the following firms or individuals as the "Project Design Consultants". Any change of services to other firms or individuals not identified on the following list shall require the City's prior approval (which approval shall not be unreasonably withheld, conditioned or delayed):

(i) Project Architects: Ehrlich Architects.

(ii) Landscape Architects: The OLIN Studio, West 8, SWA Group, Katherine Spitz Associates, Inc, LRM, Walker Macy, Valleycrest.

(iii) Civil Engineers: KPFF, Kimley-Horn & Associates, Fuscoe Engineering.

(iv) Structural Engineers: Seneca Engineers, Culp & Tanner, Inc., John A. Martin & Associates, Inc., Englekirk.

402. Design Review

Developer acknowledges and agrees that, in reviewing and approving documents under this Section, the City's actions are separate and distinct from the City's conduct of its typical governmental functions and exercise of its police powers in its governmental capacity.

402.1 Review and Approval

Developer shall submit to the City a complete set of design development drawings for the Project by the date set forth in the Schedule of Performance. The City shall have the right to approve the design development drawings for conformance with the Schematic Drawings as a logical evolution thereof, which approval shall not be unreasonably withheld or delayed, except that the proposed building materials and paint color scheme which shall be subject to approval at the City's reasonable discretion. The drawings related to the Public Parking Improvements shall be based on and conform to the Public Parking Design Specifications, attached to this Agreement as Attachment No. 13, and the parking plan prepared on behalf of the City and provided to the City.

Developer shall submit to the City a complete set of building permit/construction drawings for the Project within one hundred twenty (120) Days of the City's approval of the design development drawings. The City shall have the right to approve, which approval shall not be unreasonably withheld or delayed, the building permit drawings for conformance with the Schematic Drawings and design development drawings as a logical evolution thereof. The drawings related to the Public Parking Improvements shall be based on and conform to the Public Parking Design Specifications, attached to this Agreement as Attachment No. 13, and the parking plan prepared on behalf of the City and provided to the City.

402.2 Standards for Approval

The City shall have the right to disapprove in its reasonable discretion any of the design development drawings if the same do not conform to the Schematic Drawings as a logical evolution thereof. The City shall have the right to disapprove in its reasonable discretion any of the building permit/construction drawings if the building permit/construction drawings do not conform to the approved design development drawings as a logical evolution thereof. The City shall grant or withhold such disapproval by delivery of written notice to Developer within thirty (30) Days from delivery by Developer to the City, which notice shall state in writing the reasons for disapproval and the suggested means to correct the disapproved matters. The City's failure to approve or disapprove any submittal within that thirty (30) Day period shall constitute a deemed approval of that submission; provided, that the Developer's submission of any such submittal states in bold capitalized letters in 14 point on the cover page of such submittal that the "**CITY'S FAILURE TO RESPOND TO THIS DOCUMENT WITHIN THIRTY (30) DAYS SHALL BE DEEMED TO CONSTITUTE THE CITY'S APPROVAL REQUESTED IN THIS DOCUMENT PURSUANT TO THE DDA**". Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such portions and promptly resubmit the revised documents to the City. Notwithstanding anything herein to the contrary, the Schedule of Performance shall be extended for up to thirty (30) Days, and thereafter only upon the mutual agreement of the Parties, to permit Developer and the City to resolve any City disapproval.

402.3 Consultation and Coordination

During the preparation of the basic concept drawings, Schematic Drawings, design development drawings and building permit/construction drawings, staff of the City and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the basic concept drawings, Schematic Drawings, design development drawings and building permit/construction drawings by the City. The staff of the City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the final submittal of any documents to the City can receive prompt and thorough consideration. The City shall have the right, at any time, to retain a parking structure and/or public improvements design firm to prepare a preliminary study of the Public Improvements and any portion thereof. The Developer shall cooperate with the City in connection with resolving any design or cost discrepancies found or determined by the City as a result of this preliminary study.

402.4 Revisions

Developer agrees not to make material changes to the exterior design of the Improvements without the prior written consent of the City once the Schematic Drawings, design drawing, plans and specifications, building permit/construction drawings and other items documenting the design of the Improvements are approved by the City prior to the Conveyance.

Thereafter, if Developer desires to propose any material revisions to the exterior design of the Improvements set forth in the Schematic Drawings, design drawing, plans and specifications, building permit/construction drawings and other items documenting the design of the Improvements, Developer shall submit such proposed changes to the City and shall also proceed in accordance with any and all State and local laws and regulations regarding such revisions. The City shall grant or withhold such approval (such approval not to be unreasonably withheld or delayed) by delivery of written notice to Developer within fifteen (15) Days from delivery by Developer to the City of such revisions, which notice shall state in writing the reasons for any disapproval and the suggested means to correct the disapproved matters. Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such portions and promptly resubmit the revised documents to the City. Notwithstanding anything herein to the contrary, the Schedule of Performance shall be extended for up to thirty (30) Days, and thereafter only upon the mutual agreement of the Parties, to permit Developer and the City to resolve any City disapproval. At the sole discretion of the City, if any change in the basic uses of the Developer Parcel is proposed, then the City may require, without waiving any of the City's rights and remedies herein, that this Agreement be subject to renegotiation of all terms and conditions as a condition to proceeding with discussion for the modification in the basic uses of the Developer Parcel.

402.5 Defects in Plans

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

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

Developer hereby agrees to indemnify and hold harmless the City, the Agency and their respective Representatives for any Losses and Liabilities (including attorneys' fees and costs) incurred as a result of third party claims of defects in the Parcel B Improvements plans, design or drawings in connection with the Developer Parcel, including without limitation the violation of any laws, and for defects in any structural or other work performed by or on behalf of Developer in designing or constructing the Parcel B Improvements. The foregoing indemnity shall survive termination of this Agreement and shall continue after recordation of the Release of Construction Covenants.

403. Permits

Before commencement of the construction of the Improvements or other work upon the Site, Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required for the construction of the Improvements, whether required by the City or any other governmental agency affected by such construction or work. Developer shall, without limitation, apply for and secure the following, and pay all costs, charges and fees associated therewith: all permits and fees required by the City, the County of Los Angeles, and all other governmental agencies with jurisdiction over the Improvements and the Site. Notwithstanding the foregoing, Developer and the City acknowledge and agree that City entitlements for the Project remain effective, and that Developer has agreed to construct the Improvements in accordance with such entitlements. The City shall reasonably approve any plans consistent with the approved City entitlements in accordance with the terms and conditions of this Agreement.

The City staff will work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of any additional necessary permits, entitlements and approvals. However, the execution of this Agreement by the City does not constitute the granting of or a commitment to obtain any required land use permits, entitlements or approvals required by the City.

404. Schedule of Performance

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

405. Project Costs; Method of Financing

The Project Costs of developing the Site and designing and constructing the Project, including any off-site or on-site improvements required by the City in connection therewith, shall be the responsibility of the Developer, without any cost to City, except as specifically and expressly set forth in this Agreement as an obligation of the City. The Developer shall design and Develop and Cause Construction of the Project in accordance with the following provisions:

(a) The Developer shall Develop and Cause Construction of the Parcel B Improvements to Completion and shall fund, without any cost to the City, all of the cost of planning, designing, developing and constructing all of the Parcel B Improvements, and the Developer's pro rata share of costs for the design and construction of the driveway access for the Parking Improvements, in conformance with the approved Plans, including without limitation Schematic Drawings, design development drawings, and building permit/construction drawings, all as approved by the City. Evidence of Financing for all of the cost of planning, designing, developing and constructing all of the Parcel B Improvements, and the Developer's pro rata share of the costs for the design and construction of the driveway access for the Parking Improvements, shall be provided by the Closing, except for any incremental cost, if any, for prevailing wages that exceeds union wages as described in Section 906 which shall be paid according to the provisions of Section 906, and for Project Off-Sites that exceeds the Off-Site Cap Amount and/or for City Permits and Fees as described in Section 907 which shall be paid according to the provisions of Section 907.

(b) Subject to Section 901, the Developer shall Develop and Cause

Construction of the Public Parking Improvements to Completion, in conformance with the approved Plans, including without limitation Schematic Drawings, design development drawings, and building permit/construction drawings, all as approved by the City. Except with respect to Developer's pro rata share of the cost of planning, designing, developing and constructing the driveway access portion of the Public Parking Improvements that will provide access to the Parking Improvements, all costs of planning, designing, developing and constructing the Public Parking Improvements to Completion shall be funded by the City. Evidence of Financing for Developer's pro rata share of the cost of planning, designing, developing and constructing the driveway access portion of the Public Parking Improvements shall be provided by the Closing. The City intends on using unexpended proceeds of the Parking Revenue Bonds or, at the option of the City, any other lawfully available funds to fund its costs of the development and construction of the Public Parking Improvements. The City shall provide evidence of available funds required to fund the cost of the Public Parking Improvements payable by the City in a form reasonably acceptable to Developer prior to the Closing, consistent with Section 901.

The cost of the Public Parking Improvements shall be determined by reliable, responsible and reputable contractor bids based on the City's approved Plans, including design development drawings and complete building permit/construction drawings, in accordance with Sections 401 and 402. In accordance with Section 901, the City's cost to construct to Completion the Public Parking Improvements shall be equal to the difference between the cost to construct to Completion the Private Parking Improvements with payment of union wages and the cost to construct to Completion the Parking Improvements (collectively, the Public and Private Parking Improvements) with the payment of prevailing wages, with a reduction for the Developer's pro rata share of the cost of planning, designing, developing and constructing the driveway access portion of the Public Parking Improvements that will provide access to the Parking Improvements. If the City and the Developer are in disagreement over the total cost to construct the Public Parking Improvements, then the City shall retain an independent cost estimator, at the shared cost of the Developer and the City, to resolve the disagreement and determine the cost premium. The determination of the independent cost estimator shall be final and binding on the Parties.

(c) Subject to Section 901, the Developer shall Develop and Cause Construction of the Town Plaza Expansion Improvements to Completion, in conformance with the approved Plans and Schematic Drawings. The cost of planning, designing, developing and constructing the Town Plaza Expansion Improvements to Completion shall be funded by the City, upon its approval of final costs. The City shall provide evidence of available funds required to fund the cost of the Town Plaza Expansion Improvements in a form reasonably acceptable to Developer prior to the Closing, consistent with Section 901.

The cost of the Town Plaza Expansion Improvements shall be determined by reliable, responsible and reputable contractor bids based on the City's approved Plans, including design development drawings and complete building permit/construction drawings, in accordance with Sections 401 and 402. If the City and the Developer are in disagreement over the total cost to construct the Town Plaza Expansion Improvements, then the City shall retain an independent cost estimator, at the shared cost of the Developer and the City, to resolve the disagreement and determine the cost premium. The determination of the independent cost estimator shall be final and binding on the Parties.

406. Construction Budget; Construction Loan

By the deadline specified in the Schedule of Performance, Developer shall submit to the City a draft Construction Loan for financing the Parcel B Improvements and other costs of development of the Site. In connection with submission of the Construction Loan, Developer shall submit to and obtain the City's written approval (which such approval shall not be unreasonably withheld or delayed) of a construction budget, showing the projected predevelopment and development costs of the Improvements and a sources and uses statement showing that the projected funding sources will be available as needed to fund all such projected costs for the Project at the time incurred. The City shall approve or disapprove the Construction Loan with the time period set forth on the Schedule of Performance, which such approval shall not be unreasonably withheld or delayed.

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

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

In no event shall the Construction Loan be cross defaulted with any other loan secured by any other property of Developer other than the Developer Parcel. Developer shall draw upon and utilize the full amount of the Construction Loan only for financing the Project costs for the Site, and the Construction Loan shall be disbursed and applied in accordance with the approved construction budget, as it may be amended in connection with the Parcel B Improvements only from time to time upon notice to the City, or upon the City's approval in connection with the Public Improvements.

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

407. Construction Contract

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

Each Construction Contract shall give the City the right, but not the obligation, to cure defaults thereunder and to assume Developer's obligations and rights under the contract; provided, that such right to cure and assume that contract shall be subject to the rights, if any, of Developer's Construction Lender with respect to such Construction Contract. In addition, each Construction Contract shall provide, among other matters, that all change orders be provided to the City Manager concurrently with their submittal to the General Contractor, subject to the City's reasonable approval for any change orders that increase the stated Construction Loan amount in the City approved Construction Loan documents secured by the Developer Parcel. Further, each Construction Contract shall set forth a reasonably detailed schedule for completion of each stage of construction.

The City shall approve or disapprove said draft Construction Contract within twenty (20) Days after submission and, in any event, by the date set forth in the Schedule of Performance, which approval shall not be unreasonably withheld or delayed. Failure to approve or disapprove such draft Construction Contract within such twenty (20) Day period shall be deemed to constitute approval of such submission; provided, that the Developer's submission of any such submittal states in bold capitalized letters in 14 point on the cover page of such submittal that the "**CITY'S FAILURE TO RESPOND TO THIS DOCUMENT WITHIN TWENTY (20) DAYS SHALL BE DEEMED TO CONSTITUTE THE CITY'S APPROVAL REQUESTED IN THIS DOCUMENT PURSUANT TO THE DDA**". The City approval of a Construction Contract shall not constitute a waiver by the City of any breach or violation of this Agreement that is a result of acts that are or purport to be in compliance with or in furtherance of said Construction Contract. The City shall not be obligated to close Escrow until it has approved the Construction Contract and Developer and the General Contractor have signed the Construction Contract.

In the event of any disapproval of the draft Construction Contract, the City shall, concurrently with delivery of the notice of such disapproval to Developer, inform Developer in writing of the reasons for disapproval and the required changes to the draft Construction Contract. Developer and General Contractor shall have twenty (20) Days from receipt of any notice from the City specifying required changes ("Construction Contract Disapproval Notice"), within which to notify the City that Developer agrees to negotiate with the General Contractor to make such changes or that Developer objects to any such requested changes. If Developer notifies the City within said twenty (20) Day period of its objections to any such requested changes, then the City and Developer shall meet at a mutually acceptable time to discuss their differences within fifteen (15) Days after the Developer gives such notice. Following such meeting, Developer shall use commercially reasonable efforts to cause the General Contractor to revise the Construction Contract and resubmit it for approval to the City as required by this Agreement by the later of (i) forty-five (45) Days after receipt of the Construction Contract Disapproval Notice, or (ii) fifteen (15) Days after such meeting between the City and the Developer, unless the nature of such changes requires a longer period of time, in which case Developer shall resubmit said revised Construction Contract as soon as possible, and, in any case, no later than sixty (60) Days after receipt of the Construction Contract Disapproval Notice. Any such resubmissions shall be approved or disapproved and revised within the times set forth herein with respect to the initial submission, and such resubmissions shall not extend any of the outside dates set forth in the Schedule of Performance. If, notwithstanding compliance with the above procedure, the Developer fails to provide the City with a Construction Contract acceptable to the City within the time provided in the Schedule of Performance (or within such additional time as the City shall allow), and such failure is not cured within the cure period provided by this Agreement, then either party may thereafter elect to terminate this Agreement. Upon such termination, the rights and obligations of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect.

In connection with delivery of the Construction Contract, Developer shall furnish the City with a contractor's performance bond in an amount not less than one hundred percent (100%) of the costs for the applicable Improvements and a payment bond guaranteeing contractor's completion of those Improvements free from liens of material men, contractors, subcontractors, mechanics, laborers, and other similar liens. Said bonds shall be issued by a responsible surety company, licensed to do business in California, and with a financial strength and credit rating reasonably acceptable to the City and shall remain in effect until the entire costs for such Improvements shall have been paid in full. Any such bonds shall be in a form reasonably satisfactory to the City's legal counsel, and shall name the City as an additional obligee. In lieu of the payment and performance bonds, Developer or the General Contractor may provide a letter of credit to the City in the amount of not less than one hundred percent (100%) of the costs for the applicable Improvements, in a form and from an Institutional Lender approved by the City, which approval shall not be unreasonably withheld.

408. Rights of Access

Prior to the issuance of the Release of Construction Covenants, for purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to all portions of the Developer Parcel, without charges or fees, at normal construction hours during the period of construction for the purpose of ensuring compliance with this Agreement, including but not limited to, the inspection of the work being performed in the construction of the Improvements so long as the City representatives comply with all safety rules and, at Developer's option, are escorted by a representative of Developer. The City (or its Representatives) shall, except in emergency situations, notify Developer prior to exercising its rights pursuant to this Section. The City shall have unrestricted authority and absolute right to enter upon and inspect the City Parcel prior to the issuance of the Release of Construction Covenants, without charges or fees, at any hour on any day during the period of construction for the purpose of ensuring compliance with this Agreement, including but not limited to, the inspection of the work being performed in the construction of the Improvements. The City shall indemnify, defend and hold harmless Developer for any Losses and Liabilities (including, without, limitation, attorneys' fees and costs) arising out of any of the foregoing inspection activities, except those arising out of the negligence or misconduct of the Developer or its employees, officers, agents or representatives.

409. Compliance with Laws

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

409.1 Prevailing Wages

(a) Developer hereby agrees to carry out the rehabilitation, construction, development (as defined by applicable law) and operation of the Improvements on the Site, including, without limitation, any and all public works (as defined by applicable law), in conformity with all applicable Federal and State labor laws, including, without limitation, the payment of State prevailing wages for the Project.

(b) The Project is a "public work," as defined in Section 1720 of the Labor Code. Developer hereby agrees that Developer shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. Developer hereby agrees that Developer shall have the obligation to provide and maintain any and all bonds to secure the payment to contractors (including the payment of wages to workers performing any public work) which may be required by Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. Developer hereby agrees that Developer shall have the obligation, at Developer's sole cost, risk and expense, to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law. Developer shall indemnify, protect, defend and hold harmless the City, the Agency, and their respective officers, representatives, employees, contractors and agents, with counsel reasonably acceptable to the City and the Agency, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the rehabilitation, construction and/or development (as defined by applicable law) of the Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay state prevailing wages); (2) the implementation of Sections 1726 and 1781 of the Labor Code with respect to the Project, as the same may be enacted, adopted or amended from time to time, or any other similar law; (3) failure by Developer to provide any required disclosure, representation, statement, rebidding and/or identification which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law; (4) failure by Developer to provide and maintain any and all bonds to secure the payment to contractors (including the payment of wages to workers performing any public work) which may be required by Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law; and/or (5) failure by Developer to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, any other similar law.

(c) It is agreed by the Parties that, in connection with the Developer's rehabilitation, construction and/or development (as defined by applicable law) of the Project, including, without limitation, any public work (as defined by applicable law), Developer shall bear all risks of payment or non payment of state prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other similar provision of law. "Increased costs" as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time.

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

410. Nondiscrimination in Employment

Developer certifies and agrees that all persons employed or applying for employment by it and all general contractors, subcontractors, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. Section 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. Section 1324b, et seq., 42 U.S.C. Section 1981, the California Fair Employment and Housing Act, Cal. Government Code Section 12900, et seq., the California Equal Pay Law, Cal. Labor Code Section 1197.5, Cal. Government Code Section 11135, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., and all other antidiscrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended. Developer shall allow representatives of City access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by City.

411. Levies and Attachments on Site

Developer shall remove or have removed any levy or attachment made on any of the Site or any part thereof, or assure the satisfaction thereof within a reasonable time to the extent arising from Developer's direct or indirect actions. Nothing herein shall be deemed to prohibit Developer from contesting the validity or amount of any levy or attachment nor to limit the remedies available to Developer with respect thereto.

412. Financing of the Improvements

412.1 No Encumbrances Except Mortgages and Deeds of Trust

Mortgages and deeds of trust, recordable against the Developer Parcel only, through an Institutional Lender only for the purpose of securing loans of funds are to be used for (i) financing the acquisition, predevelopment or development of the Developer Parcel or other costs of development of the Site, (ii) financing the construction of the Improvements (including architecture, engineering, legal, and related direct costs as well as indirect hard and soft costs such as real property taxes, insurance premiums, closing costs, loan carrying costs, costs of financing and overhead) on or in connection with the Developer Parcel, or (iii) any other purposes necessary and appropriate in connection with the Project under this Agreement; and shall be permitted in connection with the Developer Parcel only before issuance of the Release of Construction Covenants with the City's prior written approval in accordance with Section 206. The City shall cooperate with Developer in facilitating all required financing for the Project and will in good faith consider all reasonable requests by an Institutional Lender providing existing or proposed financing to the Project to modify certain provisions of this Agreement. Any mortgage or deed of trust or other grant of a security interest in the Developer Parcel shall constitute a Transfer for purposes of this Agreement. The words "mortgage", "trust deed" and "deeds of trust" solely as used in this Section 414.1 shall include sale and lease-back and other means of financing which involve the granting of a security interest, including mezzanine financing.

412.2 Holder Not Obligated to Construct Improvements

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

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

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

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

It is understood that a holder shall be deemed to have satisfied the sixty (60) Day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Developer Parcel (or portion thereof) if and to the extent any such holder has within such sixty (60) Day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and thereafter cures or remedies such default within one hundred eighty (180) Days of receipt of notice hereunder. All rights and obligations of a lender or holder pursuant to this Agreement shall also accrue to any purchaser, assignee or successor of a lender or holder upon acquisition of title to any portion of the Developer Parcel by such purchaser, assignee or successor pursuant to a judicial or nonjudicial foreclosure or a deed in lieu of foreclosure, or pursuant to a conveyance from a holder by deed in lieu of foreclosure. In the event of such conveyance to a purchaser, assignee or successor, then the City agrees that it shall not unreasonably withhold, condition or delay its approval of further extensions of time for performance of Developer's obligations under this Agreement as appropriate but in no event for a period of time longer than three hundred sixty-five (365) Days to permit such purchaser, assignee or successor to obtain possession of such property and enter into contracts for the construction of improvements to complete the development of such property.

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

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

412.4 Failure of Holder to Complete Improvements

In any case where, sixty (60) Days after obtaining title to or possession of the Developer Parcel, the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Developer Parcel or any part thereof has not exercised the option to construct the Improvements, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, then the City may, upon thirty (30) Days prior written notice to holder, purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums and advances secured by the mortgage or deed of trust. If the ownership of the Developer Parcel or any part thereof has vested in the holder and if such holder has not exercised its right to assume the obligations hereunder and commence construction activities, the City, if it so desires, may purchase such ownership interest from the holder upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less the amount received by holder from collection and application of rentals and other income received during foreclosure proceedings);

(b) All expenses with respect to foreclosure including reasonable attorneys' fees;

(c) The expenses, if any (inclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Developer Parcel or part thereof (including without limitation, insurance premiums and real property taxes);

(d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest at the applicable rate (including, without limitation, interest at the default rate to the extent provided for in the applicable loan documents) that would have accrued on the aggregate of the amounts described in Section (a) from and after the time title became vested in holder and in Sections (b) through (d), inclusive, had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City; and

(f) Any late payment fees and/or prepayment charges imposed by the lender pursuant to the terms of the loan documents agreed to by Developer.

412.5 Right of City to Cure Mortgage or Deed of Trust Default

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

413. Release of Construction Covenants

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

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

If the City refuses or fails to furnish the Release of Construction Covenants, after written request from Developer, the City shall, within ten (10) Days of written request therefore, provide Developer with a written statement of the reasons the City refused or failed to furnish the Release of Construction Covenants. The statement shall also contain the City's opinion of the actions Developer must take to obtain the Release of Construction Covenants. If the reason for such refusal is confined to the immediate unavailability of specific items or materials or otherwise constitutes minor unfinished work for which a cost can be specified, the City will issue its Release of Construction Covenants upon the posting of a bond or cash security by Developer with the City in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed or other evidence reasonably satisfactory to the City assuring the City that Developer will pay for and complete the same. If the reason for such refusal includes other uncompleted obligations of Developer under this Agreement which can otherwise be provided for, to the reasonable satisfaction of the City, the City will issue its Release of Construction Covenants upon the City's approval of such measures as will reasonably satisfy the City that such obligations will be completed. Even if the City shall have failed to provide such written statement within such ten (10) Day period, Developer shall not be deemed entitled to the Release of Construction Covenants. The Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Improvements, or any part thereof. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

The City shall not unreasonably withhold a Release of Construction Covenants for the satisfactory Completion of the construction and development of the Parcel B Improvements if the reasons for the City failing to issue such a Release of Construction Covenants relates solely to specific items or materials, or otherwise constitutes unfinished work or uncompleted obligations of the Developer, in connection with the construction and development of the Public Improvements which any such matters do not relate indirectly or directly to the Completion of the construction of the Parcel B Improvements.

414. Bodily Injury and Property Damage Indemnification

The Developer agrees to and shall defend, release, indemnify and hold harmless the City, the Agency and their respective officers, officials, agents, representatives, members, contractors, staff and employees from and against any and all Losses and Liabilities arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur directly or indirectly as a result of or in connection with the acts of or on behalf of the Developer in connection with the development of the Developer Parcel or the construction and operation of the Parcel B Improvements, whether such damage shall occur or be discovered before or after termination of this Agreement.

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

415. Indemnification

To the full extent permitted by law, Developer shall indemnify, defend and hold harmless the City, the Agency, and their respective officers, officials, agents, representatives, members, contractors, staff and employees, from and against any and all Losses and Liabilities, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, to: (i) Developer's compliance with or failure to comply with all applicable Governmental Requirements, including all applicable Labor Laws; (ii) defects in the design of the Parcel B Improvements, including (without limitation) the violation of any Governmental

Requirements, and for defects in any work done according to the City approved plans; or (iii) any breach of or any other performance or act or failure to perform or act pursuant to this Agreement by Developer, or by any individual or entity that Developer shall bear the legal liability thereof, including but not limited to, officers, agents, employees, contractors or subcontractors of Developer, in connection with the development of the Parcel B Improvements.

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

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

In the event that any claim or legal action is brought against the Developer and/or the City pertaining to an act or failure of Developer to act for which the City or the Agency is indemnified hereunder, or pertaining to the compliance of the construction, alteration, demolition, installation or repair of the Improvements with any Labor Laws, the Developer shall defend itself and, without cost to the City or the Agency, defend, indemnify and hold the City and the Agency harmless therefrom. Upon the Developer's failure to defend, indemnify and hold the City and the Agency harmless from such claims, the City and the Agency shall be entitled to recover from the Developer all of the City's and the Agency's costs and expenses incurred on account of such failure, including (but not limited to) reasonable attorneys' fees and costs. Each Party shall promptly notify the other Party of the filing of any such claim or action and cooperate with the defense thereof. The Developer shall not settle or compromise the defense of such claim or action on behalf of the City or the Agency, or permit a default judgment to be taken against the City or the Agency, without the prior written approval of the City, which shall not unreasonably be withheld.

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

In connection with construction of the Public Improvements on the City Parcel, the Development and Construction Contract for Public Improvements shall contain separate provisions relating to indemnification and responsibilities of the Parties in connection therewith.

416. Disclaimer of Responsibility of City

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

500. COVENANTS AND RESTRICTIONS

501. Covenant Regarding Specific Uses

Developer shall use the Site to construct the Project. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to all applicable provisions of the Redevelopment Plan, the Culver City Municipal Code and any other applicable Governmental Requirements. The Developer, for itself and on behalf of its successors and assigns, agrees to the following covenants and restrictions, which shall be included in the Reciprocal Easement Agreement, and which are in addition to the covenants, restrictions, and rights reserved to the City in the Grant Deed and in addition to all other covenants and conditions set forth in the Reciprocal Easement Agreement:

501.1 Retail and Restaurant Space.

In facilitating the purchase of the Developer Parcel and the construction of the Project, the City's goal is to activate the downtown area by increasing the number of retail and restaurant tenants. Accordingly, the Developer agrees that its leasing of the Project shall be subject to, and each proposed tenant of the Retail and Restaurant Space shall meet the requirements of, the procedures set forth below, and Developer shall use commercially reasonable diligent efforts to locate and enter into leases with high quality tenants.

(a) <u>Retail and Restaurant Leasing Restrictions</u>. Prior to the seventh (7^{th}) anniversary of the City's recordation of the Release of Construction Covenants in connection with the Parcel B Improvements ("Restriction Period"), the ground floor space within the Parcel B Improvements shown in the Plans approved by the City consisting of approximately

26,189 square feet and intended for Retail and Restaurant Tenant occupancy ("Retail and Restaurant Space") shall be subject to the following requirements, (such Retail and Restaurant Space shall exclude the approximately 5,100 square feet of ground floor space on the south face of the Parcel B Improvements across from Culver Studios, as approved by the City, from being subject to these the requirements of this Section 501.1 provided that such uses are allowed uses consistent with the City's zoning regulations for the Commercial Downtown (CD) District Requirements):

(i) Until at least eighty five percent (85%) occupancy of the Retail and Restaurant Space has been achieved ("Threshold Occupancy") and thereafter with respect to any vacancy that would cause the occupancy of the Retail and Restaurant Space to fall below the Threshold Occupancy, except as provided for in subsection (b) below, all Retail and Restaurant Tenants necessary to meet the Threshold Occupancy shall be "Qualifying Tenants" (as defined below) and Developer shall exercise commercially reasonable efforts to obtain such Qualifying Tenants for that Retail and Restaurant Space.

(ii) In order to assure implementation of the foregoing, Developer shall notify the City of any tenant(s) Developer proposes for the Retail and Restaurant Space and which are required to meet the Threshold Occupancy requirement, prior to execution of a lease with that tenant, and the City shall have ten (10) business days after receipt of that notice to notify Developer of any City comments concerning consistency of the proposed tenant with the "Qualifying Tenants" standard. "Qualifying Tenants" shall mean proposed Retail and Restaurant Tenants meeting either of the following requirements: (A) such tenant is shown on a "List of Pre-Approved Tenants" attached to this Agreement as Attachment No. 15 and incorporated herein, and as such List of Pre-Approved Tenants may be amended from time to time pursuant to the provisions and procedures below (as such proposed tenant is equivalent in nature and quality to one of the tenants shown on that list, e.g., if a Levi store is on the list, a Lucky Brand Jeans store would also be an acceptable tenant), or (B) such proposed tenant is a tenant currently located in an established high quality retail district or mall location, such as Melrose Avenue, Third Street Promenade, Robertson Boulevard, The Grove, Santana Row at Santana Row in San Jose, California, Soho in New York City, Santa Monica Place, or the Century City Mall (or such proposed tenant is equivalent in nature and quality to one of those tenants, e.g., if a Levi store is in that location, a Lucky Brand Jeans store would also be an acceptable tenant).

(iii) The procedure for establishing and updating the "List of Pre-Approved Tenants" shall be as set forth herein. The "List of Pre-Approved Tenants" shall include: (A) any of the tenants listed on the List of Pre-Approved Tenants attached to this Agreement as Attachment No. 15; and (B) any tenant, who, although not initially listed on the approved List of Pre-Approved Tenants, is proposed by Developer and approved or deemed approved by City Manager pursuant to this clause (B) for addition to the List of Pre-Approved Tenants (any such tenant added to the List of Pre-Approved Tenants pursuant to this clause (B) is referred to herein as an "Additional Approved Tenant"). For purposes of this clause (B), if Developer wishes to obtain approval of an Additional Approved Tenant or Tenants, it shall notify the City in writing of the tenant or tenants it wishes to add to the List of Pre-Approved Tenants. Within twenty (20) Days after such submission, the City Manager shall approve or disapprove the proposed Additional Approved Tenant in a written notice to Developer, which, in the event of disapproval, shall specify in reasonable detail the basis therefor. The City approval of a proposed tenant or tenants as Additional Approved Tenant shall be based upon whether the proposed tenant is reasonably comparable to any one or more of the tenants then listed on the List of Pre-Approved Tenants in terms of quality and nature of operation and shall not be unreasonably withheld, conditioned or delayed by the City. If City reasonably requires any additional information from the Developer in order to determine whether any proposed tenant or tenants should be approved as an Additional Approved Tenant, the City shall request such additional information within five (5) Days after receipt by the City of the request for approval of a proposed Additional Approved Tenant. If the City fails to respond to Developer's request for approval of any proposed Additional Approved Tenant within twenty (20) Days after receipt of said request from Developer, the proposed tenant or tenants shall be deemed approved and shall thereafter constitute Additional Approved Tenant and constitute a part of the List of Pre-Approved Tenants; provided, that the Developer's submission of such notice states in bold capitalized letters in 14 point on the cover page of such submittal that the "**CITY'S FAILURE TO RESPOND TO THIS DOCUMENT WITHIN TWENTY (20) DAYS SHALL BE DEEMED TO CONSTITUTE THE CITY'S APPROVAL REQUESTED IN THIS DOCUMENT PURSUANT TO THE DDA**".

(b) Conversion of Retail and Restaurant Space to Other Uses. In the event that, prior to expiration of the Restriction Period, any Retail and Restaurant Space is vacated, or remains vacant following Completion and prior to initial occupancy, and Developer wishes to lease that space for other than a restaurant or retail use, Developer shall first comply with the following procedures:

(i) Developer shall provide the City with written notice of the existing tenant's intent to vacate within fifteen (15) Days of Developer's receipt of knowledge of the tenant's intent to vacate, or, if there is no existing tenancy, the vacancy of the Retail and Restaurant Space ("Notice of Vacancy");

(ii) Developer agrees to provide the City with a leasing and marketing plan to search for an appropriate Retail and Restaurant Space replacement tenant, or initial tenant, as applicable, for up to six (6) months after delivery of the Notice of Vacancy to the City. The City shall have the right to request as frequently as determined by the City, and the Developer shall be obligated to provide within five (5) business Days of such City request, a status report on the Developer's efforts to locate potential tenants; and

(iii) If such a Retail and Restaurant Space replacement or initial tenant has not been located and a lease executed with that tenant prior to expiration of that six (6) month period notwithstanding Developer's commercially reasonable efforts to locate such a tenant, then the Developer shall be permitted to lease that space to any tenant without restriction by this provision, and, upon any subsequent vacancy of that space, no further or additional six (6) month waiting period shall apply and there shall be no further restriction upon the use of that space under this Paragraph (b).

(c) General Restrictions; Expiration of Restrictions. Without limitation of the restrictions set forth above in this Section 501.1, Developer further agrees to use commercially reasonable efforts throughout the Restriction Period to maximize the number of retail tenants and minimize the number of restaurant tenants within the ground floor Retail and Restaurant Space. Developer further agrees that, unless the City otherwise agrees, throughout the Restriction Period, at least one restaurant is to be located on the second floor of the Parcel B Improvements adjacent to the Elevated Plaza area and shall provide outdoor dining that faces the Town Plaza/Elevated Plaza area of the Improvements. Following the expiration of the Restriction Period, all restrictions and requirements imposed under this Section 501.1 shall terminate, and there shall be no further restrictions upon the leasing of the Retail and Restaurant Space of the Parcel B Improvements under this Section 501.1.

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

501.2 Public Space

The following areas of Public Space on the Developer Parcel as part of the Parcel B Improvements shall be available for use by the public and the City, as applicable, in accordance with the terms set forth herein and in the Reciprocal Easement Agreement: (i) the Elevated Plaza, Grand Stairs, and Public Restrooms shall be available for use by the public and the City, and (ii) the Storage Room shall be available for use by the City, and subject to the following requirements:

(a) Elevated Plaza and Grand Stairs.

(i) The City shall have access to and use of the Elevated Plaza and Grand Stairs including, without limitation, the amphitheater seating and stage, for City sponsored events (“City Events”) in accordance with and at the times provided by a calendar of events (“Annual Calendar”) which shall be developed and approved by the City and Developer upon an annual basis for each calendar year, or portion thereof, following the Completion of the Parcel B Improvements. The Annual Calendar shall also identify programs to be hosted by the Developer in the Elevated Plaza and Grand Stairs at the Developer’s expense, without any cost to the City and at which the general public shall be invited to attend.

(ii) The Developer shall maintain the Elevated Plaza and Grand Stairs at all times in good working condition at the Developer’s expense, without any cost to the City; provided, that City shall be required to reimburse Developer for all maintenance costs and expenses or any repair or replacement costs incurred as a result of or arising from any City Events and not otherwise attributable to the acts or omissions of the Developer. Prior to the conduct of any City Events and as a condition thereto, the City or the designated independent producer, conductor, promoter, or organizer of the City Event shall provide to the Developer evidence of liability insurance in form and amount and from an insurer reasonably acceptable to

Developer and naming Developer as an additional insured (the City's self insurance shall satisfy this requirement if insurance is provided by the City), and the City or such independent producer, conductor, promoter or organizer of the City Event, at the City's election, shall provide Developer with a waiver and indemnity upon a standard form to be created by the City and Developer, which shall contain an exception for such claims or actions caused by, that result from, or created by the negligence of the Developer. The City and Developer shall also coordinate any security measures which are reasonably required or appropriate for any City Event; provided that any incremental cost resulting from those measures shall be paid by the City or the independent producer, conductor, promoter or organizer of the City Event.

(iii) During the City Events, the City and Developer shall coordinate City use and control of the lighting system, water features and stage in the Elevated Plaza and Grand Stairs for each such event.

(iv) The City agrees to preserve, to the extent reasonably feasible, the use of any existing outdoor dining area in the Elevated Plaza when using the space for the City Events and to coordinate such City Events so that they do not unreasonably interfere with the operation of the Parcel B Improvements.

(v) The Developer agrees and acknowledges that the primary purpose of the Elevated Plaza and Grand Stairs is to be open and available to the public for use by the public during regular business hours in connection with the operation, use and enjoyment of the Parcel B Improvements. Therefore, during those hours the Developer shall keep open and available to the public for use by the public the Elevated Plaza and the Grand Stairs, except during exclusive use events held on the Elevated Plaza and Grand Stairs. Nothing herein shall be construed or understood to grant an easement to members of the public over the Elevated Plaza or Grand Stairs and the rights of public use shall be limited to the express provisions for access set forth in this Agreement and the Reciprocal Easement Agreement.

(vi) The Developer shall maintain the Elevated Plaza and Grand Stairs at all times in good working condition at the Developer's expense, without any cost to the City, except as expressly provided herein.

(b) Public Restrooms.

(i) The Developer shall maintain the Public Restrooms at all times in good working condition at the Developer's expense, without any cost to the City; provided that the City shall be responsible for all routine maintenance and repair or replacement costs incurred or necessitated as a result of or arising from the conduct of any City Events and not otherwise attributable to the acts or omissions of the Developer.

(ii) The Developer shall keep open and available to the public for use by the public the Public Restrooms during normal business hours of the retail component of the Parcel B Improvements and during the City Events held within the Elevated Plaza and/or Grand Stairs. Except as provided in the previous sentence, all hours of operation of the Public Restrooms shall be in the Developer's control.

(c) Storage Room.

(i) The Developer shall maintain the exterior and all structural components of the Storage Room at all times in good working condition at the Developer's expense, without any cost to the City. The City shall reimburse Developer for operating costs of the Storage Room and all routine maintenance and repair of the Storage Room. The City shall either repair or replace, or reimburse Developer for the repair or replacement, of any damage to the Storage Room or any finishes therein caused by the use of the Storage Room by the City or any of its Representatives and not otherwise attributable to the acts or omissions of the Developer.

(ii) The City shall have unrestricted access to the Storage Room and unrestricted permission to store the Town Plaza event staging, chairs, lighting systems and related equipment for the City's use. The Developer shall provide the City a key allowing City unrestricted access to the Storage Room.

501.3 Public Parking Improvements, Parcel B Improvements and Town Plaza Expansion Improvements

The Parties reasonably agree to incorporate into a mutually agreeable Reciprocal Easement Agreement certain use covenants and restrictions applicable to the Developer Parcel and the City Parcel in connection with (i) all reasonably necessary and/or appropriate ancillary easements for pedestrian and vehicular access to and from the public streets and driveways and the City Parcel and the Developer Parcel and otherwise as required for the operation, repair and maintenance of the Parcel B Improvements, the Public Parking Improvements, and the Town Plaza Expansion Improvements, and (ii) the Public Space designated on the Developer Parcel as part of the Parcel B Improvements intended for use by the public and the City in accordance with the terms set forth above, and referenced therein as the Elevated Plaza, the Grand Stairs, and the Public Restrooms, and for use by the City of the Storage Room.

502. Covenants Regarding Maintenance

Subject to allocation of costs between the Developer and the City pursuant to the Reciprocal Easement Agreement in connection with the Parking Improvements, Developer shall maintain the Developer Parcel and all Parcel B Improvements thereon and all Public Parking Improvements (to the extent the Developer and City agree that the Developer shall maintain all Public Parking Improvements as set forth in the Reciprocal Easement Agreement or other agreement approved by the Parties) (not including the Town Plaza Expansion Improvements which will be maintained by the City), including lighting and signage, in good condition, free of debris, waste and graffiti, and in compliance with the terms of the Redevelopment Plan, all applicable provisions of the Culver City Municipal Code, and all applicable policies, rules and regulations approved by the City. Developer shall maintain the Parcel B Improvements, the Public Parking Improvements, and landscaping on the Developer Parcel and within Public Parking Improvements in accordance with the "Maintenance Standards," as hereinafter defined. Such Maintenance Standards shall apply to all buildings, open areas, signage, lighting, landscaping, irrigation of landscaping, architectural elements identifying the Developer Parcel, the Public Parking Improvements and any and all other common area of the Parcel B Improvements and the Public Parking Improvements on the Site. To accomplish the maintenance, Developer shall contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Agreement.

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

(a) The Developer Parcel and Public Parking Improvements shall be maintained in conformance and in compliance with the approved building permit drawings, and reasonable maintenance standards for similar, neighboring structures, including but not limited to painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curbline. The Developer Parcel and Public Parking Improvements shall be maintained in good condition and in accordance with the custom and practice generally applicable to comparable developments.

(b) Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

(c) Clean up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

The City agrees to notify Developer in writing if the condition of the Developer Parcel and Public Parking Improvements does not meet with the Maintenance Standards specified herein and to specify the deficiencies and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any maintenance deficiency, Developer shall have thirty (30) Days within which to correct, remedy or cure the deficiency, unless such deficiency cannot be reasonably corrected, remedied or cured within such period, in which case, such period shall be extended for such time as is necessary to accomplish the same provided that Developer is diligently pursuing such correction, remedy or cure. If the written notification states the problem is urgent relating to an imminent risk to public health and safety of the City, then Developer shall have forty-eight (48) hours to commence curing the problem. In the event Developer does not maintain the Site in the manner set forth herein and in accordance with the Maintenance Standards specified herein, the City shall have, in addition to any other rights and remedies hereunder, the right to maintain the Developer Parcel and Public Parking Improvements, or to contract for the correction of such deficiencies, after written notice to Developer, and Developer shall be responsible for the payment of all such out of pocket third party costs incurred by the City.

503. Covenants Regarding Redevelopment Plan, Nondiscrimination

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

Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Developer Parcel or any part thereof, including without limitation the Retail and Restaurant Space and the office space of the Project, nor shall Developer itself or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Developer Parcel. The foregoing covenants shall run with the land.

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

(a) In deeds. "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee 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, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

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

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

504. Effect of Violation of this Section

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

(a) The covenants pertaining to the Retail and Restaurant Space as set forth in Section 501.1, shall remain in effect until the date that is seventh (7^{th}) anniversary of the City's recordation of the Release of Construction Covenants for the Parcel B Improvements.

(b) The covenants pertaining to the Public Space as set forth in Section 501.2, shall remain in effect so long as the Project remains on the Site.

(c) The covenants pertaining to the Public Parking Improvements, the Parcel B Improvements, and the Town Plaza Expansion Improvements as set forth in Section 501.3, shall remain in effect in accordance with the terms of the Reciprocal Easement Agreement.

(d) The covenants pertaining to maintenance of the Developer Parcel and all Parcel B Improvements and Public Parking Improvements thereon, as set forth in Section 502, shall remain in effect so long as the Project remains on the Developer Parcel and as otherwise provided in accordance with the terms of the Reciprocal Easement Agreement.

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

600. RIGHT OF FIRST OFFER

601. Right of First Offer for City to Purchase Developer Parcel

If the Developer desires to sell the Developer parcel, or any portion thereof, to a third party for consideration, the Developer shall first comply with the procedures set forth in this Section 600. Nothing in this Section 600 shall relieve the developer from its obligation to comply with Section 206 hereof.

601.1 Offering Notice

If at any time prior to the date which is five (5) years from the Effective Date of this Agreement, the Developer desires to sell its fee interest in the Developer Parcel, or any portion thereof, to a third party for consideration, the Developer, for itself and its successors and assigns, covenants and agrees that it shall, before pursuing such sale provide written notice ("Offering Notice") to the City of such intent.

601.2 Right of First Offer

The City shall provide the Developer a written notice ("Reply Notice") within thirty (30) Days of the date of receipt of an Offering Notice from the Developer of the terms which have been authorized by the City Council for purchase of the Developer Parcel or any portion thereof, and upon which the City would be willing to proceed with purchase of the Developer Parcel, or such portion thereof. If the Developer and City staff, each acting in their sole discretion, reach tentative agreement upon the terms, conditions and form of the purchase and sale agreement within sixty (60) Days after delivery of the Offering Notice, City staff shall undertake such actions as are necessary to bring the purchase and sale agreement to the City Council for consideration within thirty (30) Days of reaching such tentative agreement. Nothing herein shall be deemed a pre-commitment on behalf of either the City or the Developer to reach agreement on the terms and conditions of the purchase and sale agreement or a representation that the City's governing board will approve the purchase and sale agreement. Without limiting the generality of the foregoing, the Developer acknowledges that the City's governing board's approval of the purchase and sale agreement will be subject to those public hearings and notices as may be required by law.

601.3 Right of Developer to Proceed

If the City does not provide a Reply Notice to the Developer within thirty (30) Days of the receipt of the Offering Notice, or if the City provides such Reply Notice but the Developer and City staff are unable after good faith negotiations to agree upon the terms, conditions and form of the purchase and sale agreement within sixty (60) Days after delivery of the Offering Notice, or if the City's governing board does not timely approve any purchase and sale agreement presented for its consideration, Developer shall be free to thereafter enter into a transaction for sale of the Developer Parcel, or such portion thereof, to a third party; provided that, if the City did timely deliver a Reply Notice to Developer: (i) the transaction with such third party proceeds upon terms and conditions which, in their totality, are not materially less favorable to the Developer than those set forth in the later of (A) the last written offer, if any, from the City or (B) the last form of the purchase and sale agreement (if any) which the City proposed prior to the expiration of the sixty (60) Day negotiating period described above (with respect to the purchase price, the Parties acknowledge that materially shall mean a purchase price that is more than twenty percent (20%) less than the City proposed price identified above); and (ii) the transaction with such third party is entered into within one (1) year after the expiration of the sixty (60) Day negotiating period described above or the failure of the City Council to approve any agreement submitted for its approval, whichever is later. If the City timely delivers the Reply Notice and the transaction with such third party is not entered into within such one (1) year period, or if the City timely delivers the Reply Notice and the proposed subsequent transaction would be concluded on terms and conditions materially less favorable to the Developer than those set forth in the last written offer from the City or the last form of the purchase and sale agreement (if any) which the City proposed prior to the expiration of the sixty (60) Day negotiating period, as applicable, then, in such event, the Developer shall not thereafter enter into an agreement for sale of the Developer Parcel, or portion thereof, to a third party without first giving the City another right of first offer in accordance with the provisions of this Section 600.

601.4 Expiration of Right of First Offer

The City's rights under this Section 600 shall survive with respect to the Developer Parcel, or any portion thereof, until the earlier of: (i) the fifth (5^{th}) anniversary of the Effective Date of this Agreement, (ii) upon the conclusion of a transaction between the Developer and a third party transferee following Developer's compliance with the applicable requirements of this Section 600 for the Developer Parcel, or such portion thereof, (iii) upon the City's failure to timely deliver a Reply Notice following receipt of the Developer's Offering Notice as to the Developer Parcel, or such portion thereof, (iv) upon a failure of the City Council to approve any purchase agreement submitted by City staff to the City Council for approval following delivery of the City's Reply Notice, or, if such purchase agreement is approved by the City Council, upon a failure of the City to close upon the purchase of the Developer Parcel, or portion thereof, pursuant to that purchase agreement as a result of any act or omission of the City, or any party acting on its behalf or at its direction, in connection with the Developer Parcel, or such portion thereof, or (v) upon a foreclosure or deed in lieu of foreclosure of the Developer Parcel, or a portion thereof, resulting from a default under any financing for the Project or a portion thereof (and such lender's exercise of its rights and remedies upon a default with respect to such financing shall not be limited in any way by the City right of first offer set forth herein). For purposes of clarity, notwithstanding a sale of one or more portions of the Developer Parcel to a third party following compliance with the provisions of the Section 600 with respect to such sale(s), the City's right of first offer provided for in this Section 600 shall continue to apply to all remaining portions of the Developer Parcel after any such portion(s) of the Developer Parcel is (are) sold, and the City's rights under this Section 600 do not expire or terminate as to any portion of the Developer Parcel as to which the Developer retains fee title until the provisions of this Section 600 are complied with by the Developer with respect to such portion of the Developer Parcel and until such right expires or terminates by the provisions of subsections 601.4(i)-(v) above with respect to such portion of the Developer Parcel. For purposes of clarity and without thereby implying any expansion of the scope of the City right of first offer and not as a limitation of the rights and obligations of the Parties set forth in Section 206, the right of first offer set forth in this Section shall not, in any event, (i) apply to a Transfer between Developer and an Affiliate of Developer, but, in that event, such Affiliate shall remain subject hereto with respect to any proposed subsequent third party sale of the Developer Parcel, or any portion thereof, by such Affiliate, or (ii) to any Transfer between the members of the Developer, including any such transfer pursuant to a buy-sell provision or other like provision in the operating agreement of the Developer as approved by the City. In any event, the right of first offer herein is personal to the City and, in no event, shall the City have the right to assign or otherwise transfer that right to any other person or entity.

602. Memorandum of Right of First Offer

Developer and the City agree to cause a Memorandum of Right of First Offer to be recorded against the Developer Parcel to include specific reference to the foregoing Right of First Offer. The terms of this Section 600 shall survive any termination of this Agreement.

700. DEFAULTS, REMEDIES AND TERMINATION

701. Defaults - General

Subject to the extensions of time set forth in Section 806, failure or delay by either Party to perform any term or provision of this Agreement constitutes a "Default" under this Agreement.

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

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

(b) The occurrence of any default under any of the Construction Loan documents or other loan documents secured by an interest in the Developer Parcel or under any other documents entered into by the Developer pursuant to this Agreement prior to the completion of construction following the expiration of any applicable notice or cure period set forth therein; or

(c) Construction of the Improvements is abandoned, or, subject to the provisions of Section 806, the Improvements are not completed within the time provided in the Schedule of Performance; or

(d) Following commencement of construction of the Improvements, construction of the Improvements is halted prior to completion for a period of forty-five (45) consecutive Days for any cause which is not described in Section 806; or

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

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

If the Default is not cured or commenced to be cured and thereafter diligently pursued to completion by the defaulting Party within thirty (30) Days after service of the Notice of Default, such failure shall constitute an "Event of Default" under this Agreement and the defaulting Party will be liable to the other Party for any damages, subject to the limitations set forth in Section 708, caused by the Default and other relief as is afforded by applicable Governmental Requirements.

This Agreement may be terminated by the nondefaulting Party upon an Event of Default and, in addition, the nondefaulting Party may exercise any other rights and remedies to which it may be entitled under the law.

702. Institution of Legal Actions

In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any Default, or to recover damages, subject to the limitations set forth in Section 708, for any Event of Default, or to obtain any other legal equitable remedy consistent with the purpose of this Agreement. To the extent permitted by law, such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.

703. Termination by Developer Prior to Closing

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

(a) The City does not (or demonstrably cannot) deliver title to any portion of the Developer Parcel pursuant to the Grant Deed in the manner and condition set forth herein on or before the Outside Closing Date without the fault of Developer, or

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

(c) The Developer exercises its right to terminate this Agreement pursuant to and in accordance with the terms and conditions set forth in Section 324; or

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

then this Agreement may, at Developer's option, be terminated by Notice to the City. From the date of the Notice of termination of this Agreement by Developer to the City and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties, except that the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect. Upon such termination by Developer, all monies or documents deposited by any Party into

Escrow shall be returned to the Party making such deposit. If this Agreement is terminated due to Default of the City, the City shall pay all escrow cancellation costs. If this Agreement is terminated for any other reason, the Parties shall each pay one-half of the escrow cancellation costs. In the event of a termination as a result of a City Event of Default, Developer shall have remedies provided by applicable law, subject to the limitations on damages set forth in Section 708.

704. Termination by City

704.1 Termination Prior to Closing

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

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

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

(c) Developer does not accept title to the Developer Parcel or any portion thereof pursuant to the Grant Deed in the manner and condition set forth in this Agreement on or before the Outside Closing Date;

then this Agreement may, at the City's option, be terminated by Notice to Developer. From the date of the Notice of termination of this Agreement by the City to Developer and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties, except that the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect. Upon such termination by the City, all monies or documents deposited by any Party into Escrow shall be returned to the Party making such deposit, unless the City is entitled to the Deposit as provided for in Section 301.2. If the Agreement is terminated due to an Event of Default of Developer, Developer shall pay all escrow cancellation costs. If this Agreement is terminated for any other reason, the Parties shall each pay one-half of the escrow cancellation costs. In the event of a termination as a result of a Developer Event of Default, the City shall have remedies provided by applicable law, subject to the limitations on damages set forth in Section 708.

704.2 Termination After Closing

After the Close of Escrow but before Completion of the Project, the City shall have the additional right to terminate this Agreement, in the event any of the following defaults shall occur:

(a) Developer fails to commence construction of the Project as required by this Agreement for a period of ninety (90) Days after written notice from the City, provided that the Developer shall not have obtained an extension or postponement to which the Developer may be entitled pursuant to Section 806 hereof; or

(b) Developer abandons or substantially suspends construction of the Project for a period of ninety (90) Days after written notice has been given by the City to the Developer, provided the Developer has not obtained an extension or postponement to which the Developer may be entitled to pursuant to Section 806 hereof; or

(c) Developer commits a Transfer not expressly permitted under this Agreement or approved in advance in writing by the City; or

(d) Developer otherwise materially breaches this Agreement, and such breach is not cured within the time provided in this Agreement.

then this Agreement may, at the City's option, be terminated by Notice to Developer. From the date of the Notice of termination of this Agreement by the City to Developer and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties, except that the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect. In the event of a termination as a result of a Developer Event of Default, the City shall have remedies provided by applicable law, subject to the limitations on damages set forth in Section 708.

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

In the event the City terminates this Agreement pursuant to this Section 704.2, the City shall retain its rights under Section 712, notwithstanding the termination of this Agreement.

705. Applicable Law

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

706. Acceptance of Service of Process

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

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

707. Rights and Remedies Are Cumulative

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

708. Damages

If either the Developer or the City defaults with regard to any of the provisions of this Agreement, the non-defaulting Party shall serve written Notice of such Default upon the defaulting Party. If the Default is not cured within the cure period provided in this Agreement, then the defaulting Party shall be liable to the other party for any damages caused by such Default. Neither Party, however, shall have any right to indirect or consequential or punitive damages against the other, and each Party hereby waives the right to claim the same against the other.

709. Specific Performance

If either the Developer or the City defaults under any of the provisions of this Agreement, the non-defaulting Party shall serve written Notice of such Default upon the defaulting Party. If the Default is not cured within the cure period provided in this Agreement, then the non-defaulting Party at its option may institute an action for specific performance of the terms of this Agreement.

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

710. Inaction Not a Waiver of Default

Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either 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 at any time

711. Attorneys' Fees

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

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

712. Right of Reverter

The City shall have the additional right, at its option, to re-enter and take possession of all portions of the Developer Parcel conveyed to the Developer pursuant to this Agreement, with all improvements thereon, and revest in the City the estate theretofore conveyed to the Developer if, after Conveyance of title and prior to recordation of the Release of Construction Covenants for such portions of the Developer Parcel, the Developer (or its successors in interest):

(a) Fails to proceed with construction of the Improvements as required by this Agreement for a period of ninety (90) Days after written notice from the City, provided that the Developer shall not have obtained an extension or postponement to which the Developer may be entitled pursuant to Section 806 hereof; or

(b) Abandons or substantially suspends construction of the Improvements for a period of ninety (90) Days after written notice has been given by the City to the Developer, provided the Developer has not obtained an extension or postponement to which the Developer may be entitled to pursuant to Section 806 hereof; or

(c) Commits a Transfer not expressly permitted under this Agreement or approved in advance in writing by the City; or

(d) Otherwise materially breaches this Agreement, and such breach is not cured within the time provided in this Agreement.

Such right to repurchase, re-enter and repossess shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage, deed or trust or other security instrument permitted by this Agreement.

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

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

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

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

(x) First, to reimburse the City on its own behalf and on behalf of the Agency for all reasonable and necessary costs and expenses incurred by the City in connection with reentering, terminating and revesting and resale of all such portions of the Developer Parcel, including but not limited to, salaries of personnel employed or utilized in connection with the recapture, management and resale of the Developer Parcel or part thereof (but less any income derived by the City from the Developer Parcel or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Developer Parcel or part thereof (or, in the event the Developer Parcel is exempt from taxation or assessment of such charges during the period of ownership, such taxes, assessments or charges (as determined by the City assessing official) as would have been payable if the Developer Parcel were not so exempt); any payments made or necessary to be made to discharge or to prevent from attaching or being made any encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Developer Parcel or part thereof; and any amounts otherwise owing the City by the Developer and its successor or transferee; and

(y) Second, to reimburse the Developer, its successor or transferee up to the amount equal to (1) the sum of the Final Purchase Price Payment (as described in Section 301.3) paid to the City by the Developer for the Developer Parcel; (2) the costs incurred for the development of the Developer Parcel and for the improvements existing on the Developer Parcel at the time of the re-entry and repossession, less (3) any gains or income withdrawn or made by the Developer from the Developer Parcel or the improvements thereon; and

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

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

713. Special Limited Obligation; No General Fund Liability

Developer acknowledges and agrees that to the extent that the City has any financial obligation to the Developer pursuant to this Agreement and the ancillary agreements and documents, such financial obligation is and shall be a special limited obligation, payable solely from payments made to the City by the Agency, and is not and shall not be a pledge of or obligation payable through the City's general fund or any other funds of the City. Accordingly, nothing in this Agreement or any ancillary agreements or documents shall require or be deemed to require the City to expend or commit to expend monies from its general fund to satisfy any of the obligations set forth in this Agreement or any ancillary agreement or document. In the event the City does not have the funds to fulfill any financial obligation under this Agreement or any ancillary agreement or document, it shall not be considered a default or an Event of Default under this Agreement or under such ancillary agreement or document.

800. GENERAL PROVISIONS

801. Notices, Demands and Communications Between the Parties

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

To City:	The City of Culver City Attn: Sol Blumenfeld, Community Developer Director 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	The City of Culver City Attn: Carol Schwab, City Attorney 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	Kane, Ballmer & Berkman Attn: Murray O. Kane, Esq. 515 S. Figueroa Street; Suite 1850 Los Angeles, California 90071
To Developer:	Combined/Hudson 9300 Culver, LLC c/o Combined Properties, Incorporated Attn: Marianne Lowenthal, Executive Vice President, Development & Acquisitions 9320 Wilshire Boulevard; Suite 310 Beverly Hills, California 90212

Copy to: Combined/Hudson 9300 Culver, LLC
c/o Hudson Pacific Properties. Inc.
Attn: Victor J. Coleman,
Chairman and Chief Executive Officer
11601 Wilshire Boulevard; Suite 1600
Los Angeles, California 90025

Copy to: Mckenna Long and Aldridge
300 S. Grand Ave. Ste 1400
Los Angeles, California 90071
Attn: Dennis Roy, Esq.

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

802. Intentionally Omitted

803. Conflicts of Interest

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

804. Warranty Against Payment of Consideration for Agreement

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

805. Nonliability of City Officials and Employees

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

806. Enforced Delay; Extension of Times of Performance

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

The lack of funding to complete the design and development of the Site shall not in itself constitute grounds of Force Majeure delay pursuant to this Section 806. Developer expressly assumes the risk of real estate market conditions, construction costs, interest rates, and other similar general economic circumstances that may make funding and/or construction of the Project difficult, more expensive, or infeasible, whether or not such events or causes are foreseeable as of the date of this Agreement. Developer acknowledges and agrees that the provisions of this Section 806 shall not operate to excuse Developer from prompt payment of Purchase Price or other monies when due.

The extension of time to perform shall commence to run from the time of the commencement of the cause and shall continue only for the period of the Force Majeure delay; provided, however, in no event shall performance be excused pursuant to this Section 806 for any Force Majeure delay for a cumulative period of more than eighteen (18) months. If said Force Majeure delay extends for more than eighteen (18) months, then either Party may terminate this Agreement upon fifteen (15) Days written notice to the other Party and upon such termination all documents and funds deposited into Escrow shall be returned to the Party depositing those funds or documents, subject to the provisions regarding the Deposit as set forth in Section 301.2. Upon such termination, the obligations and rights of the Parties under this Agreement that expressly continue after termination of this Agreement shall continue in effect.

Notwithstanding the foregoing, Developer shall be entitled to an extension of its obligation to complete development of the Project on the Site for up to six (6) additional months (for a total of up to twenty-four (24) consecutive months, but provided that any extension shall only be for the period of the Force Majeure delay if the period of such delay is less than six (6) months) if Developer demonstrates to the reasonable satisfaction of the City that solely as a result of a Force Majeure event, conditions are such that no commercially reasonable person or entity exercising timely and consistent commercially reasonable best efforts could obtain financing or complete construction of the Project. Developer shall notify the City in writing of its intention to seek such additional six (6) month period (including a description of the Force Majeure event causing such conditions and Developer's efforts to complete the development of the Project in spite of such conditions) not later than thirty (30) Days prior to the expiration of the eighteen (18) month period specified above. The City shall notify Developer of its approval or disapproval of such additional six (6) month period within ten (10) Days of the receipt of Developer's notice.

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

807. Plans and Data

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

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

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

808. Approval by City and Developer

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

809. Relationship Between City and Developer

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

810. Real Estate Brokerage Commission

The City and Developer each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction as a result of the actions of the representing Party, and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action or inaction on its part.

811. Computation of Time

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

812. Legal Advice

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

813. Time of Essence

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

814. Intentionally Omitted

815. Administration

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

816. Mutual Cooperation

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

817. Ground Breaking and Grand Openings

To insure proper protocol and recognition of the City Council, the Developer shall cooperate with City staff in the organization of any Project-related ground breaking, grand openings or any other such inaugural events/ceremonies sponsored by the Developer and celebrating the development which is the subject of this Agreement by providing City staff with at least three (3) weeks written prior notice of any such event.

818. Estoppel Letters

Each Party shall, upon the reasonable request of the other, issue estoppel letters indicating the absence of any default of the requesting Party, if such be the case, and the effectiveness of this Agreement, if such be the case, and such other matters as may be reasonably requested.

819. Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed to be an original.

820. Entire Agreement, Waivers and Amendments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes one hundred (100) pages, two signature pages and Attachment Nos. 1 through 15, and any agreements entered into by the Parties substantially in the form of Attachment Nos. 1 through 15, which constitute the entire understanding and agreement of the Parties.

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

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

821. Time for Acceptance of Agreement by City

This Agreement, when executed by the Developer and delivered to the City, must be authorized and executed by the City within forty five (45) Days after date of signature by the

Developer or this Agreement shall be void, except to the extent that the City and Developer shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement by the City. The date of this Agreement shall be the date when the Agreement shall have been signed by the City.

900. SPECIAL PROVISIONS

901. Development and Construction of the Public Improvements

901.1 Development and Construction Contract for Public Improvements

(a) Subject to the provisions of this Section 901, the Developer shall Develop and Cause Construction of the Public Parking Improvements and the Town Plaza Expansion Improvements ("Public Improvements") to Completion on and within the Site pursuant to this Agreement including, without limitation, the Scope of Development, the Plans (including all necessary modified plans for the Town Plaza Expansion Improvements), Schematic Drawings, design development drawings and building permit/construction drawings, and the Development and Construction Contract for Public Improvements to be entered into between the City and Developer by the Close of Escrow.

(b) The Development and Construction Contract for Public Improvements shall be subject to the prior written approval of the City and the Developer and the Parties shall cooperate in good faith to complete the form of that agreement consistent with the terms of this Agreement.

(c) The City shall have reviewed and approved all Plans, including without limitation Schematic Drawings, building permit/construction drawings, and design development drawings, prior to the Developer seeking contractor bids for the construction and development of the Public Improvements. The design for the Public Parking Improvements shall be based on the parking plan prepared by or on behalf of the City in connection with the Public Improvements and the Public Parking Design Specifications attached to this Agreement as Attachment No. 13. The design for the Town Plaza Expansion Improvements shall be based on any and all plans and designs provided by the City to the Developer or otherwise approved by the City in connection with the Town Plaza Expansion Improvements. The Developer shall Develop and Cause Construction of the Public Improvements, and the Development and Construction Contract for Public Improvements shall obligate the Developer to Develop and Cause Construction of the Public Improvements, in accordance with all such Plans as approved by the City. The City shall have reviewed and approved the contractor bid proposed to be selected for the construction and development of the Public Improvements, prior to the Developer making the selection of the contractor bid for the construction and development of the Public Improvements.

(d) Although the Private Parking Improvements and the Public Parking Improvements shall be constructed by the Developer as a seamless parking structure facility, the Developer shall Develop and Cause Construction of the Private Parking Improvements portion of the Parcel B Improvements at no cost to the City in accordance with this Agreement and consistent with the description set forth in the Scope of Development and the Plans approved by the City.

(e) The Development and Construction Contract for Public Improvements shall contain the requirement for the provision of performance, payment and completion bonds, as approved by the City or required by law, provided that all cost and expense attributable to those bonds shall be funded by the City pursuant to the Development and Construction Contract for Public Improvements. The fact that Developer is not a licensed general contractor shall not be used by the City as a defense against paying Developer any amounts that otherwise may be due under the Development and Construction Contract for Public Improvements or any other agreement approved in writing by the City.

(f) Developer shall be obligated to diligently take all steps required to complete the design of the Public Improvements and obtain all necessary City approvals for those improvements in connection with the requirements of the Schedule of Performance. Upon Completion of the Project, the Public Parking Improvements shall be operated and maintained in accordance with the requirements of the Reciprocal Easement Agreement and will be operated and controlled by the Developer under and in accordance with the terms of the Reciprocal Easement Agreement or such other agreement approved by the Parties, unless as otherwise determined by the City should the City desire to assume operation and control of the Public Parking Improvements. Upon Completion of the Town Plaza Expansion Improvements, the operation and control of the Town Plaza Expansion Improvements shall be turned over to the City regardless of the status and progress of the construction of the remainder of the Project but subject to the City’s compliance with its obligations under the Development and Construction Contract for Public Improvements. Following such transfer of operation and control to the City, the City shall be solely responsible for all further costs of operation or maintenance of the Town Plaza Expansion Improvements, and shall cause those improvements to be operated and maintained in accordance with the requirements of the Reciprocal Easement Agreement.

(g) Commencing upon the City’s execution of this Agreement, the City shall pay monthly, upon receipt of invoices with supporting documentation from Developer, for the architecture and engineering costs, except for Developer’s pro rata share of the cost of planning, designing, developing and constructing the driveway access portion of the Public Parking Improvements, related to the Public Parking Improvements and the Town Plaza Expansion Improvements, as approved by the City, which are incurred by the Developer to perform its obligations under this Section 901 to complete the design of the Public Parking Improvements and the Town Plaza Expansion Improvements consistent with the timelines for preparation of the Plans as set forth in the Schedule of Performance. The City shall approve any work to be performed by the Developer or on behalf of the Developer in connection with the architectural and engineering services and the costs to be incurred as a result thereof and such approval shall be provided by the City in advance of the services being rendered and the costs incurred therefrom. Any services and costs not otherwise approved in advance by the City shall be at the sole cost and expense of the Developer. Any and all Plans and materials produced as a result of such architectural and engineering services that have been paid for by the City shall be deemed the property of the City and not the Developer. Upon a termination of this Agreement for any reason, Developer shall promptly provide the City with all such Plans and materials at no further cost to the City.

(h) At the Closing, the City shall deposit funds into an escrow account ("Post Closing Funding Escrow") for the benefit of the City and Developer in an amount equal to the projected cost of the Public Parking Improvements and the Town Plaza Expansion Improvements, except for Developer's pro rata share of the cost of planning, designing, developing and constructing the driveway access portion of the Public Parking Improvements, from which monthly payments will be made to Developer in accordance with customary draw requests and documentation for the costs of the Public Parking Improvements and the Town Plaza Expansion Improvements incurred by the Developer as provided in the Development and Construction Contract for Public Improvements.

(i) The City shall be a third-party beneficiary of the general contractor's obligation to Developer under the Development and Construction Contract for Public Improvements, including without limitation all guarantees, warranties, and remedies accruing to Developer thereunder.

(j) The Developer shall maintain accurate records in a commercially customary form of all costs incurred in connection with the Parking Improvements and the Town Plaza Expansion Improvements and shall provide copies of all such records to the City promptly upon the City's request.

901.2 Financing the Public Improvements

(a) Other than Developer funding the Developer's cost of planning, designing, developing and constructing the Private Parking Improvements as a component of the Parcel B Improvements and Developer's pro rata share of the cost of planning, designing, developing and constructing the driveway access portion of the Public Parking Improvements, each of which shall be funded by the Developer without any cost to the City, the City shall fund the remaining cost of planning, designing, developing and constructing the Public Parking Improvements and the Town Plaza Expansion Improvements to Completion, provided the City has reviewed and approved (i) all Plans for the Public Improvements including without limitation, the Schematic Drawings, design development drawings and building permit/construction drawings, (ii) the contractor bids selected for construction of the Public Improvements, and (iii) the construction contract for construction of the Public Improvements. The City may use the unexpended proceeds of the Parking Revenue Bonds or, at the City's option in its sole discretion, use other lawfully available funds to fund its costs of the development and construction of the Public Improvements. As more thoroughly described in this subparagraphs (b) and (c) below, the cost of the Public Parking Improvements and the Town Plaza Expansion Improvements for which the City shall be responsible shall be determined by reputable, responsible and reliable contractor bids following completion of final construction drawings for the Project as approved by the City, with a reduction from such cost for the Developer's pro rata share of costs for the design and construction of the driveway access for the Parking Improvements which shall be the sole cost and expense of the Developer.

(b) The results of the contractor bid process for the Town Plaza Expansion Improvements shall be subject to the City's approval and will determine the cost payable by the City for the construction and development of the Town Plaza Expansion Improvements. If the Parties are not in agreement on the bid identifying the cost of the Town Plaza Expansion

Improvements, the City will retain, at the shared cost of the City and the Developer, and subject to the reasonable approval of the City and Developer, an independent cost estimator to resolve the disagreement of the Parties and establish the cost for the Town Plaza Expansion Improvements. The decision of the cost estimator shall be final. The Developer shall cause the Town Plaza Expansion Improvements bids to be completed by the date set forth in the Schedule of Performance.

(c) Since the Parking Improvements will be constructed as a seamless parking facility in conjunction with the Parcel B Improvements, the process for determining the City's share of cost for the construction and development of the Public Parking Improvements shall be determined by reputable, responsible and reliable contractor bids administered by the Developer with the approval of the City upon the City's approval of final construction drawings and all other Plans. To implement the foregoing, by the date set forth in the Schedule of Performance, the Developer will (i) cause the Private Parking Improvements (approximately 98 parking spaces within the property line of the Developer Parcel) bid by reputable, reliable and responsible contractors reasonably acceptable to the City on the basis that the entire Private Parking Improvements is being constructed using only union labor, and (ii) cause both the Private Parking Improvements and the Public Parking Improvements collectively (i.e. Parking Improvements) bid by the same reputable and responsible contractors reasonably acceptable to the City on the basis that the entire Parking Improvements is being constructed in accordance with all prevailing wage requirements. The results of the bids identifying the incremental cost to the Parking Improvements which is attributable to the cost of construction of the Public Parking Improvements (including prevailing wages) relative to a baseline cost of construction of the Private Parking Improvements as a union wage project, except for the Developer's pro rata share of costs for the design and construction of the driveway access for the Parking Improvements which shall be the sole cost and expense of the Developer, will be the total cost of the Public Parking Improvements payable by the City as set forth in this Section 901.2. If the Parties are not in agreement on the bid identifying a differential in the bid amounts of the Private Parking Improvements using union wage and the Parking Improvements using prevailing wage, the City will retain, at the shared cost of the City and the Developer, and subject to the reasonable approval of the City and Developer, an independent cost estimator to resolve the disagreement of the Parties and establish the incremental cost premium for the Public Parking Improvements. The decision of the cost estimator shall be final.

902. Reciprocal Easement Agreement

A Reciprocal Easement Agreement shall be prepared, executed and recorded concurrent with the Closing, in form and substance subject to the approval of the City Manager and Developer, and consistent with terms and conditions of this Agreement. The Reciprocal Easement Agreement shall provide for the operation, maintenance, repair, restoration and replacement, detailed allocation of operating costs, arrangements for ingress and egress, and other matters necessary to establish a secure, equitable and efficient coordination between the Public Parking Improvement, the Town Plaza Improvements, and the Parcel B Improvements and among the Developer Parcel and the City Parcel, comparable in coverage and conditions to such reciprocal easement agreements for mixed use developments similar to the Project, and shall include the following terms and conditions:

(a) The Developer (or its permitted successors and assigns) shall have the obligation to manage, repair, maintain and operate the Master Common Area (as defined below) of the Parking Improvements (and all portions of the Public Parking Improvements at the City's option in its sole discretion) only (City shall have the obligation to manage, repair, maintain and operate the Town Plaza Expansion Improvements and Developer shall have the obligation to manage, repair, maintain and operate the Parcel B Improvements), and to collect assessments from the Developer Parcel and the City Parcel for their respective shares of the costs incurred in connection therewith, including costs of insurance and taxes on such Master Common Area. Without limiting the generality of the foregoing, the Developer shall be responsible at all times for: (a) the maintenance and repair in a high-quality manner appropriate to the Improvements of the Master Common Area including all exterior and interior surfaces and public areas in and about the Parking Improvements such as building curtain walls, walkways, sidewalks, lighting, planters, utilities, signs, stairways, escalators and elevators serving the Parking Improvements, except to the extent any such areas are or become the responsibility of the Developer Parcel or the City Parcel owner either because such areas are part of the remaining Parcel B Improvements not included within the Private Parking Improvements or such areas are part of the Town Plaza Expansion Improvements ("Master Common Area"); and (b) the coordination between all elements of the Parking Improvements. The Reciprocal Easement Agreement shall include remedies of the Parties in the event of a default by an individual Party with respect to its obligations under the Reciprocal Easement Agreement.

(b) The Reciprocal Easement Agreement shall provide for payment to the project manager by each of the owner of the Developer Parcel and the owner of the City Parcel of its share (as determined in accordance with the Reciprocal Easement Agreement) of the costs of repair, maintenance and operation of the Master Common Area (and all portions of the Public Parking Improvements if the Developer is selected by the City to operate and control all of the Public Parking Improvements). The Reciprocal Easement Agreement shall include customary remedies for property owners in the event the Developer fails to maintain and operate the Master Common Area in accordance with the required standards, and shall include customary remedies for collection and enforcement of assessments.

(c) The Reciprocal Easement Agreement shall include provisions regarding the respective obligations of the Parties regarding insuring and rebuilding the Parking Improvements if they are damaged or destroyed in any manner, and any associated common areas needed for vehicle and pedestrian access, including elevators, stairs, columns, and signage.

(d) The Parties hereby agree, and in the Reciprocal Easement Agreement or a separate agreement among the City and the Developer, the Parties shall ensure, the proper operation of the Public Parking Improvements and the Private Parking Improvements including, without limitation: (i) that all parking in the Public Parking Improvements shall be operated on a transient basis with all revenue proceeds (including parking receipts) from the parking operations, less applicable expenses, to be retained by the City as its sole and separate property, which will include some type of mechanism to track the revenue and use of the public parking spaces; (ii) that all parking in the Private Parking Improvements shall be operated primarily as monthly leased parking serving the tenants of the Parcel B Improvements which will include some type of mechanism to track the revenue and use and to control the use of the private parking spaces; and (iii) that the City shall have the right to audit annually all revenue proceeds (including parking receipts) from the parking operations of the Public Parking Improvements, at the City's sole cost subject to the right to recover those costs in the event such audit confirms a material error in revenue reports and payments made to the City.

(e) The Reciprocal Easement Agreement shall include an irrevocable and perpetual easement for the use and operation of the Public Parking Improvements including those public parking spaces located on the Private Parking Improvements. The Reciprocal Easement Agreement shall include provisions that require the City to cooperate, but not financially unless otherwise as agreed to by the City, with the Developer in good faith for the rebuilding and redesigning of the Private Parking Improvements and the public parking spaces located thereon should the Private Parking Improvements and the public parking spaces located thereon become substantially or completely destroyed or damaged and are no longer functionally operational.

(f) The Reciprocal Easement Agreement shall include requirements for the Developer's (or its permitted successors and assigns) obligations to manage, repair, maintain and operate the Parcel B Improvements consistent with the provisions of this Agreement. Without limiting the generality of the foregoing, the Developer shall be responsible, at all times, at its own cost except as expressly provided in this Agreement where the City may cause reimbursement for certain maintenance and repair costs, for (a) the operation of the Parcel B Improvements as a four level high quality office and retail complex with Private Parking Improvements, and (b) the maintenance and repair in a high-quality manner appropriate to the Improvements of the Parcel B Improvements including all exterior and interior surfaces and public areas in and about the Parcel B Improvements such as building curtain walls, walkways, sidewalks, lighting, planters, utilities, signs, stairways, escalators and elevators serving the Improvements.

(g) The Reciprocal Easement Agreement shall contain such restrictions on the Developer in connection with a Transfer consistent with this Agreement as applicable for the period required herein.

(h) The Reciprocal Easement Agreement shall include each and every covenant set forth in Section 501 (Covenants Regarding Specific Uses), Section 502 (Covenants Regarding Maintenance), Section 503 (Covenants Regarding Redevelopment Plan; Nondiscrimination), and Section 504 (Effect of Violation).

(i) The Reciprocal Easement Agreement shall be recorded against the Developer Parcel as a senior lien and encumbrance in priority, and the City Parcel, in the Official Records. The Reciprocal Easement Agreement shall be recorded in the Official Records upon Completion of any portion of the Project.

903. Art in Public Places Program Requirements

As part of its development of the Developer Parcel and the Parcel B Improvements, the Developer shall comply with the provisions of the Art in Public Places Program and be responsible for either paying the In Lieu Public Art Fee in the amount required by the Art in Public Places Program and/or providing on-Site artwork equal in value to the amount required by the Art in Public Places Program, in accordance with the terms and conditions set forth in the Art in Public Places Program. If the Developer chooses to satisfy the Art in Public Places Program by paying the In Lieu Public Art Fee in accordance with the Art in Public Places Program, the Developer shall submit payment of the In Lieu Public Art Fee to the City by the Close of Escrow and such funds will be allocated to artwork for the Town Plaza Expansion Improvements or as otherwise approved by the City. Nothing contained in this Section 903 shall be deemed to entitle Developer to any City approval necessary in connection with the requirements of the Art in Public Places Program, or waive any applicable City requirements relating thereto. Nothing in this Agreement shall obligate the City to contribute any funds toward artwork on the Project, including without limitation, in the Developer Parcel or the City Parcel except for the application of any In Lieu Public Art Fee as provided above.

904. Parking License

As part of its development of the Developer Parcel and the Parcel B Improvements, the City and the Developer will enter into the Parking License, substantially in the form attached to this Agreement as Attachment No. 10, by the Close of Escrow. The Parking License will provide Developer, for a monthly fee, a non-exclusive license to access and use a total of three hundred seventeen (317) parking spaces at the Ince Parking Structure to serve patrons and tenants of the Parcel B Improvements, in accordance with the terms and conditions set forth in the Parking License. The Parking License shall have a term equal to the maximum permitted by applicable law up to a term of ninety nine (99) years (which shall, at a minimum be a term of fifty five (55) years with an option for renewal in accordance with the terms therefore), subject to termination rights of the Parties as expressly provided therein. In connection with the foregoing, the Parties shall exercise good faith efforts to cooperate in taking all reasonable steps necessary to authorize a license term of up to 99 years. The License Agreement shall provide the City with the right to relocate the 317 parking spaces to another permissible and available location within the commercial downtown pooled parking district described in the City's Zoning Ordinance if the Ince Parking Structure is damaged by casualty and is not repaired to an operational condition, as more fully provided in the License Agreement.

905. Historic Culver Sign License

As part of its development of the Developer Parcel and the Parcel B Improvements, the City will, at the Developer's election, and subject to the Parties' reasonable approval of the form of the Historic Culver Sign License, enter into the Historic Culver Sign License prior to the Close of Escrow, providing Developer an exclusive license to use the historic Culver Script neon sign owned by the City in conjunction with the Parcel B Improvements, in accordance with the terms and conditions set forth in the Historic Culver Sign License. The City shall retain ownership of the Culver sign. The Historic Culver Sign License shall provide that the Developer shall restore and install the sign, at Developer's sole cost, in the Parcel B Improvements in a location approved in advance by the City, and Developer shall maintain the Culver sign in good working order at Developer's sole expense. The Historic Culver Sign License shall terminate if the Parcel B Improvements are demolished or at the will of the City upon its sole and absolute discretion, in accordance with the terms therefore in the Historic Culver Sign License. Upon termination of the Historic Culver Sign License, the

Developer shall promptly return to the City the historic Culver Script neon sign, in accordance with the terms therefore in the Historic Culver Sign License. If the Historic Culver Sign License is terminated at the Developer's election, then removal, relocation, and delivery to the City of the Culver sign shall be at the Developer's sole cost and expense. If the Historic Culver Sign License is terminated at the City's election, then removal, relocation, and delivery to the City of the Culver sign shall be at the City's sole cost and expense. Developer shall not receive any reimbursement from the City for its restoration and installation of the Culver sign.

906. Purchase Price Adjustment for Prevailing Wage Cost of Above Ground Commercial Portion of Project

The Parties have agreed and determined that the City will be responsible for any incremental cost to the above ground portion of the Project, if any, which is attributable to the cost of construction of the above ground portion of the Project as a prevailing wage project relative to a baseline cost of construction of the above ground portion of the Project as a union wage project up to a maximum amount of TWO MILLION DOLLARS ($2,000,000), and that such agreement will be implemented by applying such differential, if any, but not to exceed TWO MILLION DOLLARS ($2,000,000), as a reduction to the Purchase Price for the Developer Parcel payable by Developer as set forth in Section 301.1 at the Closing.

In order to implement the foregoing, following completion of final construction drawings for the Project and all other Plans as approved by the City and by the date set forth in the Schedule of Performance, the Developer shall have the above ground commercial portion of the Project bid by reputable, reliable and responsible contractors reasonably acceptable to the City on the basis that the entire above ground commercial portion of the Project is being constructed using only union labor and separately on the basis that the entire above ground commercial portion of the Project is being constructed in accordance with all prevailing wage requirements. The results of the bids identifying an incremental cost to the above ground commercial portion of the Project, if any, which is attributable to the cost of construction of the above ground commercial portion of the Project as a prevailing wage project relative to a baseline cost of construction of the above ground commercial portion of the Project as a union wage project will be the amount of the reduction applied to the Purchase Price for the Developer Parcel payable by Developer as set forth in Section 301.1 at the Closing, up to a maximum reduction of TWO MILLION DOLLARS ($2,000,000).

If the Parties are not in agreement on the bid identifying a differential in the bid amounts using union wage and prevailing wage, the City will retain, at the shared cost of the City and the Developer, and subject to the reasonable approval of the City and Developer, an independent cost estimator to resolve the disagreement of the Parties and establish the incremental cost premium, if any. The decision of the cost estimator shall be final. To the extent that the prevailing wage bid of the contractor selected to perform the work exceeds the union labor bid of that contractor, the difference between the two bids shall be applied as a reduction to the Purchase Price for the Developer Parcel payable by Developer at the Close of Escrow up to a maximum reduction amount of TWO MILLION DOLLARS ($2,000,000).

The Developer shall be responsible for any incremental cost above the TWO MILLION DOLLARS ($2,000,000). The Parties further acknowledge that, in any event, the

Improvements will be constructed as a prevailing wage project and in accordance with all requirements applicable thereto.

907. Extraordinary Costs

The Parties have agreed and determined that the City and/or the Developer, as provided below, be will be responsible for certain extraordinary costs as defined herein and as approved by the Parties prior to the Closing ("Extraordinary Costs") in connection with the construction and development of the Project and the requirements and conditions imposed on the Developer pursuant to this Agreement. The amounts of the Extraordinary Costs as determined in accordance with this Section 907 will constitute certain reductions and/or additions in the Purchase Price payable by the Developer for the Developer Parcel at the Closing as set forth in Section 301.1, as set forth as follows:

(a) Project Off-Sites: The City and Developer have determined the Purchase Price based upon the premise and with the understanding, at City's request, that the Developer assume a maximum cost for the hard costs of constructing the off-site improvements in connection with the Parcel B Improvements of THREE HUNDRED AND FIFTY THOUSAND DOLLARS ($350,000) ("Off-Site Cap Amount"), and the Developer is undertaking the Parcel B Improvements based upon such understanding. The Parties each agree as follows that: (i) if the total projected cumulative hard cost ("Project Off-Sites Cost") applicable to the off-site improvements required in connection with the Parcel B Improvements (collectively, "Project Off-Sites") are less than the Off-Site Cap Amount, then the Purchase Price shall be increased at the Closing by an amount equal to the difference between the Off-Site Cap Amount and the Project Off-Sites Cost and shall be payable by the Developer for the Developer Parcel at the Closing; and (ii) if the Project Off-Sites Cost applicable to the Project Off-Sites is greater than the Off-Site Cap Amount, then there will be a reduction to the Purchase Price payable by the Developer for the Developer Parcel at the Closing by an amount equal to the difference between the Off-Site Cap Amount and the Project Off-Sites Cost. In order to implement the foregoing understanding, the City and Developer agree to proceed as follows: (i) once all required Project Off-Sites have been finally determined (which Project Off-Sites shall substantially conform to the Project Off-Sites described in the Scope of Development attached hereto unless otherwise approved by the Parties) and are ready for bid, and by the date set forth in the Schedule of Performance, the Developer will obtain at least three bids for that work, or each applicable portion thereof, from qualified contractors; (ii) if those bids show a Project Off-Sites Cost for the Project Off-Sites in excess of the Off-Site Cap Amount, the Parties shall meet and confer as to whether the scope of the Project Off-Sites may be modified without material adverse impact to the Parcel B Improvements so as to bring the Project Off-Sites Cost of Project Off-Sites within the Off-Site Cap Amount, and, if so, the Project Off-Sites shall be so modified; (iii) if the Project Off-Sites cannot be so modified to bring the Project Off-Sites Cost within the Off-Site Cap Amount, an amount equal to such excess projected cost over the Off-Site Cap Amount shall be applied as a reduction to the Purchase Price payable by the Developer for the Developer Parcel at the Closing as an Extraordinary Cost; (iv) if those bids show a Project Off-Sites Cost for the Project Off-Sites less than the Off-Site Cap Amount, then an amount equal to such reduction from the Off-Site Cap Amount shall be added to and shall increase the Purchase Price payable by the Developer for the Developer Parcel at the Closing. The amount of the Project Off-Sites Cost for the Project Off-Sites after the bid process and the amount, if any, determined as a reduction to the Purchase Price or an increase to the Purchase Price shall be final on the Parties. Any increase in the cost for the Project Off-Sites after the Closing shall be borne by the Developer with no cost to the City.

(b) City Permits and Fees: The City and Developer have determined the Purchase Price based upon the premise and with the understanding, at City's request, that the Developer assume a maximum cost for the City permits and fees of constructing the Parcel B Improvements at EIGHT DOLLARS AND SEVENTY CENTS ($8.70) per square foot of gross building area (collectively, "Permit/Fee Cost Cap Amount"), and the Developer is undertaking the Project based upon the understanding and agreement that the City will fund, as a reduction to the Purchase Price payable by the Developer for the Developer Parcel at the Closing, any such costs applicable to the City permits and fees required in connection with the Parcel B Improvements (collectively, "City Permits and Fees") that cumulatively exceed the Permit/Fee Cost Cap Amount. In order to implement the foregoing understanding, the City and Developer agree to proceed as follows: (i) once all required Parcel B Improvements have been finally determined (which Parcel B Improvements shall substantially conform to the Parcel B Improvements described in the Scope of Development attached hereto); and (ii) if the cumulative total City Permits and Fees based on the gross building area of the Parcel B Improvements exceed the Permit/Fee Cost Cap Amount, an amount equal to such excess of City Permits and Fees over the Permit/Fee Cost Cap Amount shall be applied as a reduction to the Purchase Price payable by the Developer for the Developer Parcel at the Closing as an Extraordinary Cost. The cumulative amount of the City Permits and Fees for the Parcel B Improvements as determined by the City prior to the Closing by the date set forth in the Schedule of Performance, and the amount, if any, determined as an Extraordinary Cost shall be final on the Parties. Any increase in the City Permit and Fees after the Closing shall be borne by the Developer, with no cost to the City.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and Developer have signed this Agreement on the dates set forth below.

"**DEVELOPER**"

COMBINED/HUDSON 9300 CULVER LLC,
a Delaware limited liability company

By: Combined Culver Venture LLC,
a Delaware limited liability company,
its managing member

Date: ___________________

By: _____________________________
Name: __________________________
Its: _____________________________

By: Hudson 9300 Culver, LLC,
a Delaware limited liability company,
its managing member

By: Hudson Pacific Properties, L.P.,
a Maryland limited partnership,
its sole member

By: Hudson Pacific Properties, Inc.,
a Maryland corporation,
its general partner

Date: ___________________

By: _____________________________
Name: ___________________________
Title: ____________________________

[Signatures Continue on Following Page]

“**CITY**”

THE CITY OF CULVER CITY,
a charter city of the State of California

Date: ____________________ By: ____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _________________________________
Sol Blumenfeld
Community Development Director

ATTEST:

By: _________________________________
City Clerk

APPROVED AS TO FORM:

By: _______________________
Carol Schwab
City Attorney

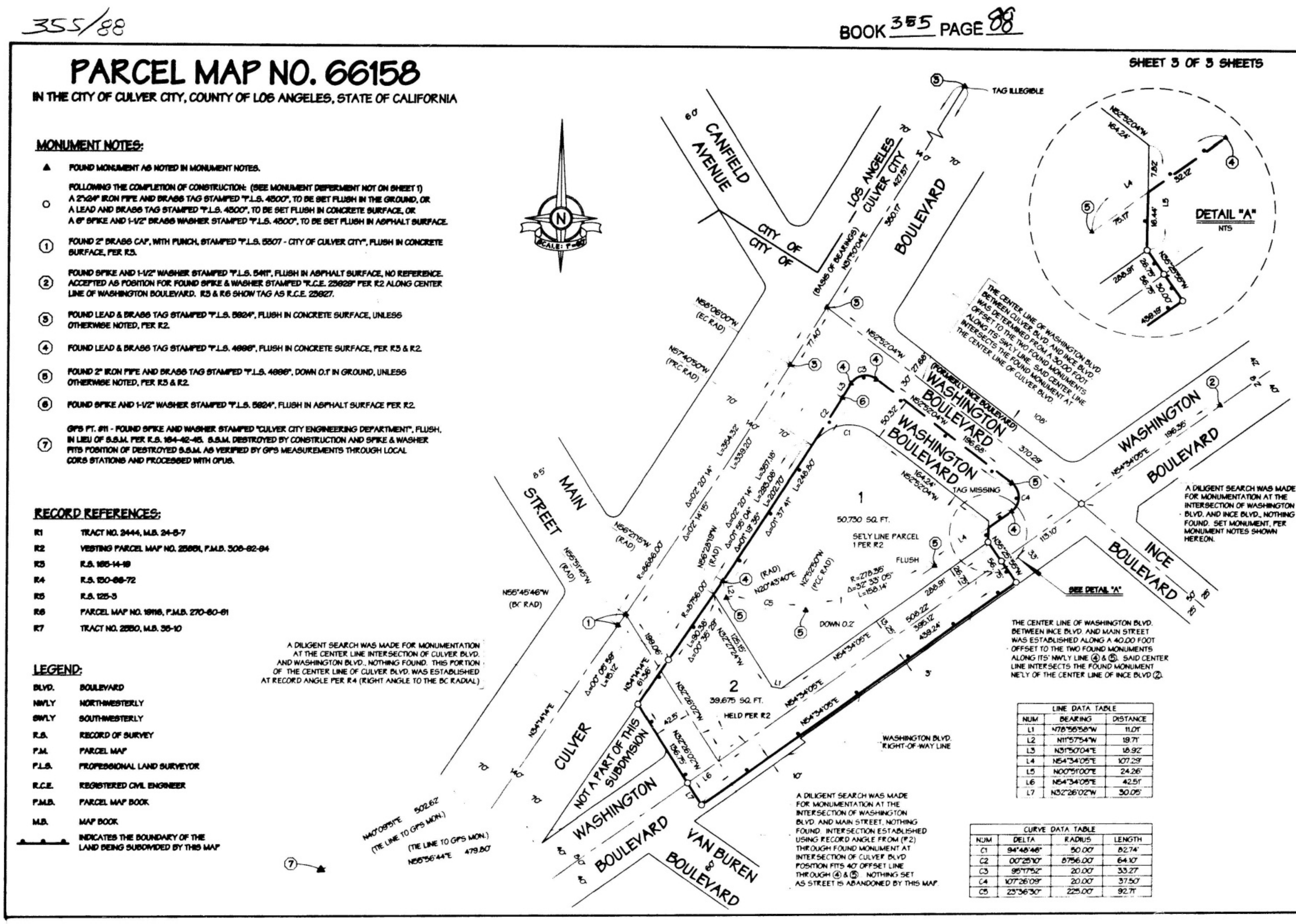
By: ____________________________________
KANE, BALLMER & BERKMAN
City Special Counsel

ATTACHMENT NO. 1

SITE MAP

(Developer Parcel identified as Parcel 1; City Parcel identified as Parcel 2)

[See Attached]


355/88
BOOK 355 PAGE 88
PARCEL MAP NO. 66158
IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
SHEET 3 OF 3 SHEETS
MONUMENT NOTES:
FOUND MONUMENT AS NOTED IN MONUMENT NOTES.
FOLLOWING THE COMPLETION OF CONSTRUCTION: (SEE MONUMENT DEFERMENT NOT ON SHEET 1) A 2"x24" IRON PIPE AND BRASS TAG STAMPED "P.L.S. 4500", TO BE SET FLUSH IN THE GROUND, OR A LEAD AND BRASS TAG STAMPED "P.L.S. 4500", TO BE SET FLUSH IN CONCRETE SURFACE, OR A 6" SPIKE AND 1-1/2" BRASS WASHER STAMPED "P.L.S. 4500", TO BE SET FLUSH IN ASPHALT SURFACE.
1 FOUND 2" BRASS CAP, WITH PUNCH, STAMPED "P.L.S. 5507 - CITY OF CULVER CITY", FLUSH IN CONCRETE SURFACE, PER R3.
2 FOUND SPIKE AND 1-1/2" WASHER STAMPED "P.L.S. 5411", FLUSH IN ASPHALT SURFACE, NO REFERENCE. ACCEPTED AS POSITION FOR FOUND SPIKE & WASHER STAMPED "R.C.E. 23628" PER R2 ALONG CENTER LINE OF WASHINGTON BOULEVARD. R3 & R6 SHOW TAG AS R.C.E. 23627.
3 FOUND LEAD & BRASS TAG STAMPED "P.L.S. 5924", FLUSH IN CONCRETE SURFACE, UNLESS OTHERWISE NOTED, PER R2.
4 FOUND LEAD & BRASS TAG STAMPED "P.L.S. 4686", FLUSH IN CONCRETE SURFACE, PER R3 & R2.
5 FOUND 2" IRON PIPE AND BRASS TAG STAMPED "P.L.S. 4686", DOWN 0.1' IN GROUND, UNLESS OTHERWISE NOTED, PER R3 & R2.
6 FOUND SPIKE AND 1-1/2" WASHER STAMPED "P.L.S. 5924", FLUSH IN ASPHALT SURFACE PER R2.
7 GPS PT. #11 - FOUND SPIKE AND WASHER STAMPED "CULVER CITY ENGINEERING DEPARTMENT", FLUSH, IN LIEU OF S.S.M. PER R.S. 164-42-45. S.S.M. DESTROYED BY CONSTRUCTION AND SPIKE & WASHER FITS POSITION OF DESTROYED S.S.M. AS VERIFIED BY GPS MEASUREMENTS THROUGH LOCAL CORS STATIONS AND PROCESSED WITH OPUS.
RECORD REFERENCES:
R1 TRACT NO. 2444, M.B. 24-6-7
R2 VESTING PARCEL MAP NO. 25881, P.M.B. 308-92-94
R3 R.S. 185-14-19
R4 R.S. 150-68-72
R5 R.S. 125-3
R6 PARCEL MAP NO. 19116, P.M.B. 270-60-61
R7 TRACT NO. 2550, M.B. 35-10
LEGEND:
BLVD. BOULEVARD
NWLY NORTHWESTERLY
SWLY SOUTHWESTERLY
R.S. RECORD OF SURVEY
P.M. PARCEL MAP
P.L.S. PROFESSIONAL LAND SURVEYOR
R.C.E. REGISTERED CIVIL ENGINEER
P.M.B. PARCEL MAP BOOK
M.B. MAP BOOK
INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
A DILIGENT SEARCH WAS MADE FOR MONUMENTATION AT THE CENTER LINE INTERSECTION OF CULVER BLVD. AND WASHINGTON BLVD., NOTHING FOUND. THIS PORTION OF THE CENTER LINE OF CULVER BLVD. WAS ESTABLISHED AT RECORD ANGLE PER R4 (RIGHT ANGLE TO THE BC RADIAL)
THE CENTER LINE OF WASHINGTON BLVD. BETWEEN CULVER BLVD. AND INCE BLVD. WAS DETERMINED FROM A 30.00 FOOT OFFSET TO THE TWO FOUND MONUMENTS ALONG ITS SWLY LINE. SAID CENTER LINE INTERSECTS THE FOUND MONUMENT AT THE CENTER LINE OF CULVER BLVD.
A DILIGENT SEARCH WAS MADE FOR MONUMENTATION AT THE INTERSECTION OF WASHINGTON BLVD. AND INCE BLVD., NOTHING FOUND. SET MONUMENT, PER MONUMENT NOTES SHOWN HEREON.
THE CENTER LINE OF WASHINGTON BLVD. BETWEEN INCE BLVD. AND MAIN STREET WAS ESTABLISHED ALONG A 40.00 FOOT OFFSET TO THE TWO FOUND MONUMENTS ALONG ITS' NWLY LINE 4 & 5. SAID CENTER LINE INTERSECTS THE FOUND MONUMENT NE'LY OF THE CENTER LINE OF INCE BLVD 2.
A DILIGENT SEARCH WAS MADE FOR MONUMENTATION AT THE INTERSECTION OF WASHINGTON BLVD. AND MAIN STREET. NOTHING FOUND. INTERSECTION ESTABLISHED USING RECORD ANGLE FROM (R2) THROUGH FOUND MONUMENT AT INTERSECTION OF CULVER BLVD POSITION FITS 40' OFFSET LINE THROUGH 4 & 5. NOTHING SET AS STREET IS ABANDONED BY THIS MAP.
DETAIL "A"
NTS
LINE DATA TABLE
NUM BEARING DISTANCE
L1 N78°55'58"W 11.01'
L2 N11°57'54"W 19.71'
L3 N31°50'04"E 18.92'
L4 N54°34'05"E 107.29'
L5 N00°51'00"E 24.26'
L6 N54°34'05"E 42.51'
L7 N32°26'02"W 30.05'
CURVE DATA TABLE
NUM DELTA RADIUS LENGTH
C1 94°48'46" 50.00' 82.74'
C2 00°25'10" 8756.00' 64.10'
C3 95°17'52" 20.00' 33.27
C4 107°26'09" 20.00' 37.50'
C5 23°36'30" 225.00' 92.71'

ATTACHMENT NO. 2-A

LEGAL DESCRIPTION – DEVELOPER PARCEL

[See Attached]

LEGAL DESCRIPTION

DEVELOPER PARCEL

(9300 Culver Boulevard, Culver City, California)

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 1, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OFCALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO.3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-

TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED INDEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11,1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY

PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J.MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY

OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDEDJULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

ATTACHMENT NO. 2-B

LEGAL DESCRIPTION – CITY PARCEL

[See Attached]

LEGAL DESCRIPTION

CITY PARCEL

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 2, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO. 3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID

PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854 OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11, 1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

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ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

ATTACHMENT NO. 3

SCOPE OF DEVELOPMENT

[See Attached]

ATTACHMENT NO. 3

Scope of Development

Parcel B Improvements: The Parcel B Improvements are comprised of an office and retail complex of three uniquely styled contemporary buildings set on a podium of ground level retail as described and depicted in the Developer's September 8, 2011 proposal. Stepped roof lines, setbacks, cantilevers and varying window treatment create the building form for the office which reveals as two or three buildings depending upon orientation to the project. The project materials include wood, brick, copper, colored metal panels and green glass. The development includes an "Elevated Plaza" and "Grand Stairs" that front on the adjacent Town Plaza. The project contains providing approximately 115,108 square feet of gross building area containing a minimum of 32,654 square feet dedicated to retail and restaurant uses and containing a minimum of 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean parking designed and constructed in conjunction with the Public Parking Improvements. The Grand Stairs are 50 feet in width, rise one story and connect at the second level with an elevated plaza, a large restaurant, retail space, stairs and offices. The project includes both conventional office and "loft-style" creative office space fronting the Elevated Plaza. The stair and plaza features are to be dedicated for public use and are intended to be used in connection with public art and performance events in conjunction with the adjacent Town Plaza. In conjunction with the Developer's development of the Parcel B Improvements and included as part of the City's approval of the entitlements for the Parcel B Improvements, Developer is required to construct certain off-site improvements. Such off-site improvements include: (i) Washington/Ince intersection modifications (estimated cost at $35,000), (ii) Eastbound Culver Boulevard grooved pavement (estimated cost at $5,000), and (iii) installation of bollards on Washington/Culver island (estimated cost at ($10,000), for a total estimated cost of $50,000. As discussed in Sections 301.1 of the Agreement in connection with the Purchase Price for the Developer Parcel and Section 907 of the Agreement in connection with "Extraordinary Costs", the Purchase Price for the Developer Parcel assumes a cost for off-site improvements of $350,000. If such off-site improvements cost is less than or greater than $350,000 as determined by the Closing, the Purchase Price at the Closing will be adjusted accordingly at the Closing. The cost of the off-site improvements determined at Closing shall be the final cost and binding on the Parties. Any off-site improvements costs determined or incurred after Closing in excess of the final costs for the off-site improvements determined at Closing shall be the sole responsibility of the Developer. All improvements referenced above in this paragraph are referred to as the "**Parcel B Improvements**".

A. Town Plaza Expansion Improvements: The Town Plaza Expansion Improvements shall be collectively referred to herein as the "**Expansion Improvements**". The City has prepared the design, construction documents, bid documents, cost estimates, and other criteria for the construction of the Expansion Improvements by LRM Landscape Architects Ltd. Developer agrees to hire a landscape architect and civil engineering firm to modify the existing construction documents to reflect an "on structure" design atop one level of subterranean parking, as depicted in the Final Parcel Map attached hereto as Exhibit "A" and incorporated herein by this reference, on property that is legally described in the Legal Description attached hereto as Exhibit "B" and incorporated herein by this reference. The Developer agrees to design and construct and to prepare bid documents for the Expansion Improvements at City's expense subject to the City's prior approval of costs. Developer agrees to design the Access Road in such a manner that it may be connected to The Culver Studios subterranean parking garage, if built. City agrees to pay Developer a construction management fee amounting to 4% of the Expansion Improvements construction cost to oversee the design, bidding and construction of the Expansion Improvements.

B. Public Parking Improvements: Developer agrees to design and construct the maximum number of parking spaces achievable beneath the Site and Expansion Improvements area with a shared subterranean ramp located within the Access Road and to prepare bid documents for the Public Parking Improvements at City's expense (with exception to Developer funding a pro rata share of the cost to design and construct the subterranean parking ramp within the Access Road). Developer agrees to design the Access Road ramp in such a manner that it may be connected to The Culver Studios subterranean parking garage, if built. If The Culver Studios subterranean parking garage is built, Developer agrees to enter into an agreement with the City and The Culver Studios for the shared use of the Access Road ramp. City agrees to pay Developer a construction management fee amounting to 4% of the Public Parking Improvements construction cost to oversee the design, bidding and construction of the Public Parking Improvements (with exception to Developer funding a pro rata share of the cost to design and construct the subterranean parking ramp within the Access Road). The parking spaces beneath the Parcel B Improvements (with the exception of the public spaces) will be designed, constructed and owned by the Developer at Developer expense. The parking spaces beneath the City Parcel (including those public spaces located beneath the Parcel B Improvements) shall be referred to herein as the **"Public Parking"** amounting to approximately 100 parking spaces and will be owned by the City and designed and constructed at City expense. Developer and City will pay their pro rata share for ongoing maintenance and operation of the parking spaces. The Developer receives the revenue for its parking spaces and the City receives the revenue from the Public Parking spaces. A reciprocal easement is required, as set forth in Section 902 of the Agreement, to accommodate parking access, elevators, stairs and utility access, among other matters.

C. Budget for Expansion Improvements and Public Parking: The Budget for the Expansion Improvements and Public Parking is set forth in the Project Budget attached hereto as Exhibit "C" and incorporated herein by this reference.

Exhibit "A"

Final Parcel Map – Parcel 2: Location of Expansion Improvements

The Town Plaza Expansion Improvements will be located in Parcel 2 of the Final Parcel Map below (Not to scale, and intended solely for purposes of general reference to the area and not meant to be exact in any manner.)

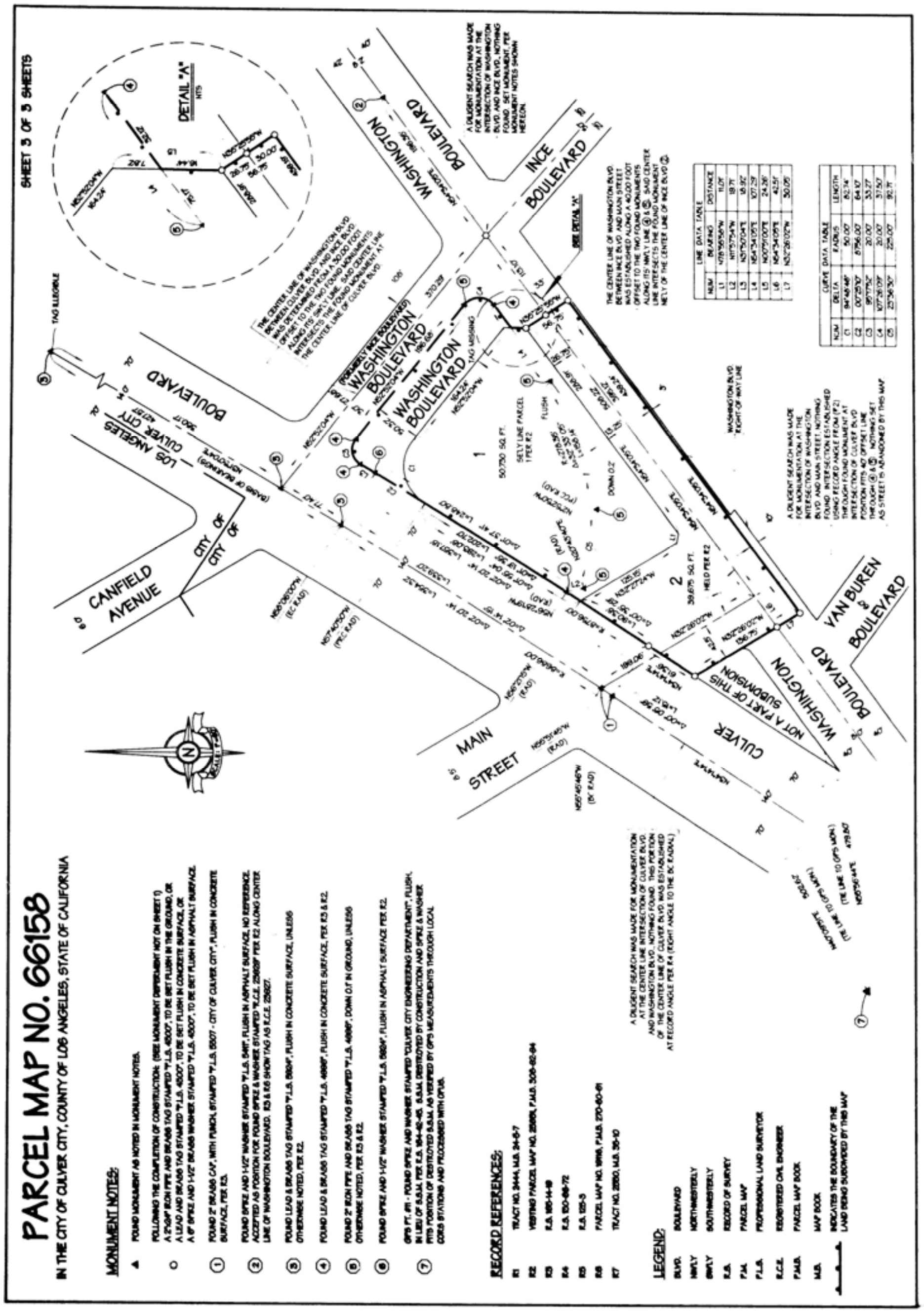

Exhibit “B”

Legal Description - Town Plaza Expansion Improvements

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 2, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO. 3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY

PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854 OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11, 1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J. MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR

DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

Exhibit "C"

Project Budget – Expansion Improvements and Public Parking

Construction Costs

Expansion Improvements	$3,243,000*
102 Public Parking Spaces	$3,700,000**
Total Project Budget:	**$6,943,000**

* Actual cost will be determined when General Contractor bids are received and are subsequently verified and approved by the City's construction cost consultant. The estimated fee to Developer for construction management is based on total Expansion Improvements Construction Cost and total Public Parking Improvements Construction Cost (with exception to Developer funding a pro rata share of the cost to design and construct the subterranean parking ramp within the Access Road) and is estimated to be 4% x $3,243,000 (Expansion Improvements) and 4% x $3,700,000 (Public Parking Improvements) = $277,720 (4% x $6,943,000).

**$37,000 per space X 100 spaces = $3,700,000. Cost includes design and construction. Actual cost will be determined when General Contractor bids are received and are subsequently verified and approved by the City's construction cost consultant. The estimated fee to Developer for construction management is based on total Expansion Improvements Construction Cost and total Public Parking Improvements Construction Cost (with exception to Developer funding a pro rata share of the cost to design and construct the subterranean parking ramp within the Access Road) and is estimated to be 4% x $3,243,000 (Expansion Improvements) and 4% x $3,700,000 (Public Parking Improvements) = $277,720 (4% x $6,943,000).

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

[See Attached]

PRELIMINARY

COMBINED/HUDSON 9300 CULVER LLC PARCEL B DDA

SCHEDULE OF PERFORMANCE

1.	Execution of DDA by Developer.	Approximately 5 calendar days prior to DDA consideration by City Council.
2.	City Council Consideration of DDA. City and Agency hold joint public hearing to consider DDA.	Within 5 calendar days after submittal by Developer of executed DDA and legally required notice of joint public hearing; provided that Developer executes DDA.
3.	Execution of DDA by City (the Effective Date).	Within 5 business days after City Council approves DDA.
4.	Opening of Escrow for Transfer of Property.	Within 5 business days after the Effective Date.
5.	City Deposits into Escrow the Grant Deed. City provides Developer with all Plans and Reports in its possession.	Within 15 days of opening escrow.
6.	Parties Order Title Report for Property.	Within 30 days of opening Escrow.
7.	Developer completes its Environmental Review and Developer & City complete all outstanding Agreements including the REA and Construction Agreement.	Within 240 days of the Effective Date.
8.	City provides preliminary parking design for public and private parking layout in collaboration with Developer. City engages parking consultant to study the parking layout options and the access issues. Consultant provides a recommendation, in conjunction with	Within 60 days of the Effective Date.

	input from Developer and its Architect. City pays up to $20,000 for the study. City and Developer complete the Parking License Agreement.	
9.	Developer submits Schematic Drawings for the Parcel B Improvements and Public Parking Improvements. Developer will incorporate the recommendation of the parking study for the Public Parking and private parking.	Within 90 days of completion of #7.
10.	City determines if the Schematic Drawings are in substantial conformance with the existing entitlements.	Within 15 days of receipt thereof.
11.	Developer bids project with City assistance with Public Parking and without Public Parking	Within 45 days of completion of #10
12.	City approval of preliminary bid amount for maximum parking and prevailing wage allowance. If bids accepted, City deposits the approximate funds required to complete the public parking component and requisite plans in Escrow.	Within 30 days of completion of #11.
13.	Commence Town Plaza Design	Within 15 days of completion of #12.
14.	Developer submits Project, Public Parking and Town Plaza design development drawings to City.	Within 120 days of completion of #12 and City's approval of final Town Plaza Schematic Design.
15.	City approval or disapproval of Project, Public Parking and Town Plaza design development documents.	Within 15 days of receipt thereof.

16.	Developer submits Project, Public Parking and Town Plaza construction documents to City.	Within 120 days of City approval of design development drawings.
17.	General Contractor Selection: Developer chooses a General Contractor to construct the Project, Public Parking and Town Plaza. Developer may choose multiple Contractors to perform the work. Town Plaza Contractor selection subject to City's reasonable approval.	Within 90 days of the receipt of final Construction Drawing approval.
18.	Building Permit Submittal	Within 15 days of completion of #17.
19.	Developer bids Parcel B above-grade improvements with prevailing wage and with union wage exclusive of parking to establish the incremental cost. Developer bids the public parking with prevailing wage and the private parking with union to establish the incremental cost.	Within 60 days of the completion of #17.
20.	Finalize Purchase Price, Public Parking Cost and Town Plaza Cost. City deposits requisite funds for Public Parking Cost and Town Plaza in Escrow	Within 30 days of the receipt of bids outlined in #19.
21.	Submission of Project Evidence of Financing. Includes draft Parcel B Construction Loan, draft Project Construction Contracts, construction budgets and other financial information showing evidence of financing.	Within 60 days of finalization of purchase price, City approval of construction documents and building permit drawings, but not less than 30 days prior to scheduled close of Escrow.
22.	Approval of Project Evidence of Financing and Construction Loan. The Community Development Director shall approve, conditionally approve or disapprove draft Construction Loan, draft Construction Contract and other evidence of financing.	Within 20 days of submittal by Developer.

23.	Parties Update Title Report for Property.	At least 15 days prior to the close of escrow.
24.	Obtain all necessary City approvals for construction. Developer shall have obtained all City approvals, easements, license agreements and permits required for the development of the Site, including, without limitation, the completion of plan check by City Building and Safety Division and the building permits shall be ready for issue.	Prior to close of escrow.
25.	Deposit of Final Purchase Price Payment. Developer shall deposit the Final Purchase Price Payment into Escrow.	Prior to the scheduled close of Escrow.
26.	Close of Escrow for Transfer of Property. Title to Property is conveyed to Developer.	Upon satisfaction of the Conditions Precedent by the Developer and City.
27.	Commence Construction. Developer shall commence the construction of the Project	No later than 30 days after the close of Escrow.
28.	Completion of Construction. Developer shall complete construction of the Project	Within 24 months from the commencement of construction. City may allow construction extension for cause.
29.	Final Inspection. City shall conduct a final inspection of the completed construction of the Project	Within 10 days of written notice of completion by Developer.
30.	Release of Construction Covenants. City shall issue a Release of Construction Covenants for the Project, or Parcel B Improvements, as applicable	Upon satisfactory completion of the conditions set forth in the DDA, and within 15 days of written request from Developer.

31.	Final Payment. Release of escrow for final payment for construction, planning and oversight of the Public Parking and Town Plaza.	35 days after City approves filing the Notice of Completion.

ATTACHMENT NO. 5

GRANT DEED

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Sol Blumenfeld,
Community Development Director

MAIL TAX STATEMENTS TO:

____
c/o Combined Properties Incorporated
9320 Wilshire Boulevard; Suite 310
Beverly Hills, California 90212
Attn: Marianne Lowenthal,
Executive Vice President, Development & Acquisitions

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number:

Separate Statement of Tax Due Submitted
Per Revenue & Taxation Code § 11932

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per Government Code §§ 6103 & 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF CULVER CITY, a charter city of the State of California, herein called "Grantor", acting to carry out the Redevelopment Plan ("Redevelopment Plan") for the Culver City Redevelopment Project, Component Area 3 ("Project Area"), under the Community Redevelopment Law of the State of California, and for other municipal and public purposes, hereby grants to _________________________, a California __________________, herein called "Grantee", the real property described in Exhibit "A" attached hereto ("Developer Parcel") and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record described therein and consistent with the obligations of the Grantee and the Grantor under the DDA.

1. Conveyance in Accordance With Redevelopment Plan, Disposition and Development Agreement. The Developer Parcel is conveyed in accordance with and subject to the Redevelopment Plan and the Disposition and Development Agreement dated as of ______________________, 2012 and entered into by and between the Grantor ("City" therein) and the Grantee ("Developer" therein) (the "DDA"), a copy of which is on file in the offices of the City Clerk of Grantor as a public record and which is incorporated herein by reference. DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA. All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Grantee and the permitted successors and assigns of the Grantee. Whenever the term “Grantee” is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

2. Uses. In accordance with the DDA and the plans approved by the Grantor, the Grantee shall develop and construct on the Developer Parcel a four level high quality office and retail complex with an Elevated Plaza and “Grand Stairs”, providing approximately 115,108 square feet of gross building area consisting of approximately 47,638 square feet dedicated to retail and restaurant uses and approximately 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean parking (“Parcel B Improvements”), as more fully set forth in the DDA. In addition, as required by the DDA and subject to the approval of the Grantor, the Grantee shall, in conjunction with the development of the Parcel B Improvements, develop and construct on that certain real property owned and retained by the Grantor and located adjacent to the Developer Parcel certain subterranean public parking improvements (“Public Parking Improvements”), as more fully set forth in the DDA. The Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Developer Parcel or any part thereof, that upon the date of this Grant Deed and during construction through Completion of development and thereafter, the Grantee shall develop, maintain, use and devote the Developer Parcel to the uses specified in the DDA including, without limitation, operational and maintenance covenants and covenants reserved for the benefit of the Grantor and the public, uses provided in that certain Reciprocal Easement Agreement executed by and between the Grantor and Grantee and recorded against the Developer Parcel pursuant to the DDA, the Redevelopment Plan and this Grant Deed and in accordance with plans approved therefore by the Grantor, for the periods of time specified therein. All uses conducted on the Developer Parcel, including, without limitation, all activities undertaken by the Grantee pursuant to the DDA, shall conform to the DDA, the Redevelopment Plan, plans approved by the Grantor, and all applicable provisions of the Culver City Municipal Code. The foregoing covenants shall run with the land.

3. Restrictions on Transfer. The Grantee further agrees as follows:

a. For the period commencing upon the date of this Grant Deed, no voluntary or involuntary successor in interest of the Grantee shall acquire any rights or powers under the DDA or this Grant Deed, nor shall the Grantee make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Developer Parcel without the prior written approval of the Grantor or as otherwise permitted pursuant to the DDA.

b. The Grantee shall not place or suffer to be placed on the Developer Parcel any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the improvements on the Developer Parcel, and any other expenditures necessary and appropriate to develop the Developer Parcel pursuant to the DDA.

4. Nondiscrimination. The Grantee herein 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 race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

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

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee 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, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

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

> "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

5. Reserved.

6. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the DDA; provided, however, that any subsequent owner of the Developer Parcel shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder except as provided hereunder and the DDA shall remain in effect in perpetuity.

8. Covenants For Benefit of Grantor. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor, its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor, its successors and assigns, against Grantee, its successors and assigns, to or of the Developer Parcel conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Developer Parcel or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

9. Revisions to Grant Deed. Both the Grantor, its successors and assigns, and the Grantee and Grantee's successors and assigns in and to all or any part of the fee title to the Developer Parcel shall have the right with the mutual consent of the Grantee and Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Developer Parcel. However, the Grantee is obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside the Project Area, or any person or entity having any interest in any other such realty. No amendment to the Redevelopment Plan shall require the consent of the Grantee.

10. Right of Reverter. The Grantor shall have the right, at its option, to re-enter and take possession of the Developer Parcel conveyed by the Grantee to the Grantor, with all improvements thereon, and terminate and revest in the Grantor the estate theretofore conveyed to the Grantee, and Grantee shall thereupon forfeit its title to the Developer Parcel and all improvements thereon if, after Conveyance of title and prior to recordation of the Release of Construction Covenants, the Grantee (or its successors in interest):

(a) Fails to proceed with the construction of Improvements as required by the DDA for a period of three (3) months, plus any extension as may be granted pursuant to Section 806 of the DDA, after written notice thereof from the Grantor.

(b) Abandons or substantially suspends construction of improvements for a period of three (3) months after written notice of such abandonment or suspension from the Grantor.

(c) Transfers or suffers any involuntary Transfer of the Developer Parcel, or any part thereof, or effects a Change of Control in violation of the DDA.

Such right to re-enter, repossess, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage, deed or trust or other security instrument permitted by the DDA.

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

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

Upon the revesting in the Grantor of title to the Developer Parcel as provided herein, the Grantor shall, pursuant to its responsibilities under State law, use its best efforts to resell the Developer Parcel or part thereof as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the Grantor), who will assume the obligation of making or completing the Improvements, or such improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for such Developer Parcel or part thereof in the Redevelopment Plan. Upon such resale of the Developer Parcel, the proceeds thereof shall be applied:

(x) First, to reimburse the Grantor on its own behalf or on behalf of The Culver City Redevelopment Agency ("Agency") for all reasonable and necessary costs and expenses incurred by the Grantor, including but not limited to, salaries of personnel employed or utilized in connection with the recapture, management and resale of the Developer Parcel or part thereof (but less any income derived by the Grantor from the Developer Parcel or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Developer Parcel or part thereof (or, in the event the Developer Parcel is exempt from taxation or assessment or such charges during the period of ownership to such taxes, assessments or charges (as determined by the Grantor's assessing official) as would have been payable if the Developer Parcel were not so exempt); any payments made or necessary to be made to discharge to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Developer Parcel or party thereof; and any amounts otherwise owing the Grantor by the Grantee and its successor or transferee; and

(y) Second, to reimburse the Grantee, its successor or transferee up to the amount equal to (1) the sum of the final purchase price paid to the Grantor by the Grantee for the Developer Parcel; (2) the costs incurred for the development of the Developer Parcel and for the improvements existing on the Developer Parcel at the time of the re-entry and repossession, less (3) any gains or income withdrawn or made by the Grantee from the Developer Parcel or the improvements thereon.

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

Upon the revesting in the Grantor of title to the Developer Parcel as provided herein, the Grantor shall also be entitled to exercise all of its rights under the Assignment of Construction Contract (Attachment No. 8 to the DDA) and the Assignment of Plans, Reports and Data (Attachment No. 9 to the DDA).

To the extent that the rights established herein involve a forfeiture, it must be strictly interpreted against the Grantor, the party for whose benefit the right of reverter is created. The right of reverter and other rights established herein are to be interpreted in light of the fact that such right is expressly authorized by California Health and Safety Code Section 33438 and in light of the fact that the Grantor is conveying the Developer Parcel to the Grantee for development of the Project as set forth in the DDA and not for speculation.

11. No Merger. None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to Developer Parcel or any part thereof after the conveyance of said Developer Parcel shall be deemed to be merged with this Grant Deed.

[*Signatures On Next Page*]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of ________________, 2012.

"GRANTOR"

THE CITY OF CULVER CITY,
a charter city of the State of California

Date: ___________________ By: __________________________________
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _______________________________
Sol Blumenfeld
Community Development Director

ATTEST:

By: _______________________________
City Clerk

APPROVED AS TO FORM:

By: __________________________________
Carol Schwab
City Attorney

By: __________________________________
KANE, BALLMER & BERKMAN
City Special Counsel

[Signatures Continue On Next Page]

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

"GRANTEE"

____

____

Date: ______________________ By: ____________________________________

State of California)
)
County of Los Angeles)

On __________________, 2012 before me, ______________________(here insert name of the officer), Notary Public, personally appeared _________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. ____
Signature of Notary Public

[Seal]

State of California)
)
County of Los Angeles)

On __________________, 2012 before me, ______________________(here insert name of the officer), Notary Public, personally appeared _________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

____
Signature of Notary Public

[Seal]

EXHIBIT “A”

LEGAL DESCRIPTION

9300 Culver Boulevard, Culver City, California

(Developer Parcel)

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 1, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO.3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED INDEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11,1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO

PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J.MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

ATTACHMENT NO. 6

RELEASE OF CONSTRUCTION COVENANTS

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Sol Blumenfeld,
Community Development Director

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number:

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per Government Code §§ 6103 & 27383

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS ("Release") is hereby made as of this ___ day of ________, 201_, by THE CITY OF CULVER CITY, a charter city of the State of California ("City") in favor of COMBINED/HUDSON 9300 CULVER LLC, a Delaware limited liability company ("Developer").

RECITALS

WHEREAS, the City and the Developer entered into a Disposition and Development Agreement dated _________________, 2012 which was approved by the City Council of the City on _________________, 2012 pursuant to Resolution No. R-_________ and filed as Document No. __________________ in the official records of the City Clerk for the City ("DDA") relating to, among other things, that certain real property located in the City of Culver City, County of Los Angeles, State of California and legally described in Exhibit "A" attached hereto and incorporated herein by this reference ("Developer Parcel"), for the specific purpose of developing certain improvements on the Developer Parcel and adjacent to the Developer Parcel ("Project") in accordance with the terms and conditions contained in the DDA. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the DDA; and

WHEREAS, pursuant to the DDA, the City delivered a Grant Deed dated ______________ conveying title of the Developer Parcel, which was accepted by the Developer and recorded in the Official Records of the Los Angeles County-Registrar on ______________________, as Document No. _______________ ("Grant Deed"); and

WHEREAS, in accordance with and pursuant to Section 413 of the DDA, upon the Completion of the Project and upon the request of the Developer, the City shall issue for recordation against the Developer Parcel a Release of Construction Covenants acknowledging the Developer's satisfactory completion of the construction of the Project in accordance with the DDA; and

WHEREAS, the Developer has satisfactorily completed the construction of the Project as required by the DDA and has requested that the City issue the Release for the Project; and

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

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

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

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

3. Nothing contained in this instrument shall modify any provisions of the DDA.

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

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

"CITY"

THE CITY OF CULVER CITY,
a charter city of the State of California

By: ________________________________
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: ______________________________
Sol Blumenfeld
Community Development Director

[Signatures Continue On Next Page]

ATTEST:

By: ______________________________
City Clerk

APPROVED AS TO FORM:

By: ________________________________
Carol Schwab
City Attorney

By: ________________________________
KANE, BALLMER & BERKMAN
City Special Counsel

State of California)
)
County of Los Angeles)

On __________________, 2012 before me, ______________________(here insert name of the officer), Notary Public, personally appeared _________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. ____

Signature of Notary Public

[Seal]

State of California)
)
County of Los Angeles)

On __________________, 2012 before me, ______________________(here insert name of the officer), Notary Public, personally appeared _________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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Signature of Notary Public

[Seal]

EXHIBIT “A”

LEGAL DESCRIPTION

9300 Culver Boulevard, Culver City, California

(Developer Parcel)

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 1, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO.3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED INDEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11,1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO

PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J.MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

ATTACHMENT NO. 7

MEMORANDUM OF RIGHT OF FIRST OFFER

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Sol Blumenfeld,
Community Development Director

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number:

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per Government Code §§ 6103 & 27383

MEMORANDUM OF RIGHT OF FIRST OFFER

(DEVELOPER PARCEL)

THIS MEMORANDUM OF RIGHT OF FIRST OFFER ("Memorandum of Right of First Offer") is executed in connection with that certain Disposition and Development Agreement dated as of ___________________, 2012 and entered into by and between the undersigned COMBINED/CULVER 9300 CULVER LLC, a Delaware limited liability company ("Developer") and THE CITY OF CULVER CITY, a charter city of the State of California ("City") ("DDA"), relating to, among other things, that certain real property located in the City of Culver City, County of Los Angeles, State of California and legally described in Exhibit "A" attached hereto and incorporated herein by this reference ("Developer Parcel"), for the specific purpose of developing certain improvements on the Developer Parcel and adjacent to the Developer Parcel ("Project") in accordance with the terms and conditions contained in the DDA. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the DDA.

Pursuant to Sections 600 through 602 of the DDA, the Developer granted to the City the right of first offer to purchase the Developer Parcel, and any portion thereof, at a price and under the terms and conditions described in detail in the DDA, the terms of which bind the heirs, successors, and assigns of the Developer.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

"DEVELOPER"

________________________________,
a California limited liability company

By: ________________________

"CITY"

THE CITY OF CULVER CITY, a charter city of the State of California

By: ________________________________
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: ____________________________
Sol Blumenfeld
Community Development Director

ATTEST:

By: ________________________________
City Clerk

APPROVED AS TO FORM:

By: ________________________________
Carol Schwab
City Attorney

By: ________________________________
KANE, BALLMER & BERKMAN
City Special Counsel

State of California)
)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

____
Signature of Notary Public

[Seal]

State of California)
)
County of Los Angeles)

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

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WITNESS my hand and official seal.

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Signature of Notary Public

[Seal]

EXHIBIT "A"

LEGAL DESCRIPTION

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(Developer Parcel)

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EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

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ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG,

DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED INDEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11,1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE

THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J.MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO,

IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

ATTACHMENT NO. 8

ASSIGNMENT OF CONSTRUCTION CONTRACT

[See Attached]

ASSIGNMENT OF CONSTRUCTION CONTRACTS

For Valuable Consideration, receipt of which is hereby acknowledged, COMBINED/HUDSON 9300 CULVER LLC, a Delaware limited liability company ("Developer"), as additional security for its obligations under that certain Disposition and Development Agreement ("DDA"), dated as of __________________, 2012 to which the Developer and THE CITY OF CULVER CITY, a charter city of the State of California ("City") are parties, hereby assigns to the City all of the Developer's rights, title and interest, but not its obligations, in, under and to a construction contract between the Developer and _________________________, a California corporation ("Contractor") dated ______________________, upon the following terms and conditions. The DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA.

A. The Developer is the owner of that certain real property described in Exhibit "A-1" attached hereto and incorporated herein by this reference ("Developer Parcel"), on which the Developer intends to construct certain of those certain Improvements and the Project defined and described in the DDA. The City is the owner of that certain real property adjacent to the Developer Parcel and described in Exhibit "A-2" attached hereto and incorporated herein by this reference ("City Parcel"), on which the Developer intends to construct certain of those certain Improvements and the Project defined and described in the DDA.

B. Pursuant to and in accordance with the DDA, the City has agreed to convey the Developer Parcel to the Developer for development of the Improvements and the Project on the Developer Parcel, and on the City Parcel as applicable and required by the DDA. As a requirement of the DDA and in order to protect the City's right in the event the Developer Parcel reverts to the City, the City has required that the Developer execute and deliver this Assignment of Construction Contracts ("Assignment") to the City as security for the performance of the Developer's obligations under the DDA. All of the terms and agreements contained in this Assignment shall be binding upon the Developer and Developer's successors and assigns.

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

1. The Developer hereby assigns, conveys and transfers to the City, as security for the Developer's obligations under the DDA, all of the Developer's rights, title, interest, privilege, benefit and remedies in, to and under the following:

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

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

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

A complete copy of each document listed on Exhibit "B" shall be provided to the City concurrently with delivery of this Assignment. Each of the agreements described above in this Section 1 is referred to herein as an "Agreement."

2. (a) The Developer agrees to obtain and deliver to the City, concurrently with delivery of this Assignment, a Consent to Assignment from the Contractor substantially in the form attached hereto as Exhibit "C" and incorporated herein by this reference ("Consent").

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

3. Upon the occurrence of an Event of Default by the Developer under the DDA resulting in the City's exercise of its right of reverter under Section 713 of the DDA, the City may, at its option and with no obligation, upon written notice to the appropriate Contractor, exercise any or all of the rights and remedies granted to the Developer under the Construction Contract as if the City had been an original party to such Construction Contract. The City may elect to assume some or all of the obligations of the Developer under the Construction Contract by giving notice to that effect to the Contractor; provided, however, that the City shall not be responsible for any default, liability, or obligation of the Developer under the Construction Contract occurring prior to the time the City gives such notice to the Contractor, and the City shall thereafter be responsible only to the extent expressly set forth in said notice.

4. The Developer hereby irrevocably constitutes and appoints the City as its attorney-in-fact, which power is coupled with an interest, so that the City shall have the right upon the exercise of its right of reverter to demand, receive and enforce the Developer's rights with respect to the Construction Contract, to give appropriate receipts, releases and satisfactions for and on behalf of the Developer, and to do any and all acts in the name of the Developer or in the name of the City with the same force and effect as the Developer could have done.

5. The Developer hereby represents and warrants to the City that, except for any assignment as may be required by the Developer's construction lender for the Project, the Developer has not made any previous assignment of the Construction Contract, and Developer agrees not to assign, sell, pledge, transfer or otherwise encumber its interest in the Agreements so long as this Assignment is in effect. The Developer represents and warrants that the copy of the Construction Contract provided by the Developer to the City shall be the complete and entire agreement between the parties thereto. The Developer agrees not to modify the Construction Contract without the City's written consent, except to the extent otherwise permitted in the DDA.

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

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

7. The Developer shall indemnify and hold harmless the City against any liabilities, claims, costs or expenses, including reasonable attorneys' fees (including the market value of services of in-house counsel), incurred by the City as a result of this Assignment or the City's exercise of its rights hereunder. The indemnity contained in this section shall not extend to any actions, suits, claims, demands, liabilities, losses, damages, obligations, costs or expenses caused as a result of the City's gross negligence or willful misconduct.

8. This Assignment shall be binding upon the Developer and the Developer's successors, legal representatives and assigns, and shall inure to the benefit of the City, its successors and assigns, including any purchaser upon foreclosure of the deed of trust securing any loan contemplated by the DDA, any receiver in possession of the property described therein, and any corporation formed by or on behalf of the City which assumes the City's rights and obligations under the DDA.

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

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

[*Signatures On Next Page*]

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

DEVELOPER:

COMBINED/HUDSON 9300 CULVER LLC,
a Delaware limited liability company

By: Combined Culver Venture LLC,
a Delaware limited liability company,
its managing member

Date: ___________________

By: ______________________________
Name: ___________________________
Its: ______________________________

By: Hudson 9300 Culver, LLC,
a Delaware limited liability company,
its managing member

By: Hudson Pacific Properties, L.P.,
a Maryland limited partnership,
its sole member

By: Hudson Pacific Properties, Inc.,
a Maryland corporation,
its general partner

Date: ___________________

By: ______________________________
Name: ____________________________
Title: _____________________________

EXHIBIT “A-1”

LEGAL DESCRIPTION

DEVELOPER PARCEL

9300 Culver Boulevard, Culver City, California

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 1, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO.3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED INDEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11,1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO

PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J.MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

EXHIBIT "A-2"

LEGAL DESCRIPTION

CITY PARCEL

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 2, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO. 3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854 OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11, 1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL

MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J. MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

EXHIBIT "B"

LIST OF CONSTRUCTION CONTRACTS

[to be inserted]

EXHIBIT "C"

FORM OF
CONSENT TO ASSIGNMENT OF CONSTRUCTION CONTRACTS

The undersigned hereby consents to that certain Assignment of Construction Contracts ("Assignment") dated as of even date herewith, executed by __________________________, a California limited liability company ("Developer") for the benefit of THE CITY OF CULVER CITY, a charter city of the State of California ("City"), and agrees to perform pursuant to the terms and conditions of the undersigned's Construction Contract and/or Agreement with the Developer described in Exhibit "B" attached to said Assignment. If requested by the City in the exercise of its rights under the Assignment, the undersigned shall continue to perform its obligations under its Construction Contract and/or Agreement for which the undersigned shall be compensated in accordance with such document. The undersigned agrees that, upon request by the City, the undersigned shall provide a complete list of all of its subcontractors in connection with work for or on the Developer Parcel and the City Parcel done or to be done pursuant to the DDA and shall cooperate to provide and permit access to the City or its agents for inspection of the Site and the work in process. The undersigned also agrees that, in the event of a breach by the Developer of any of the terms and conditions of said Construction Contract and/or Agreement, the undersigned will give prompt written notice of such breach to the City at the City's address set forth below. The City shall have sixty (60) calendar days from the receipt of such notice of default to remedy or cure said default; provided, however, that neither the Assignment nor this Consent shall require the City to cure said default, but the City shall, in its sole discretion, have the option to do so but without the obligation therefor. The undersigned acknowledges that the City is relying on this Consent and the assurances herein in conveying the Developer Parcel to the Developer and approving the DDA and that this Consent shall also be for the benefit of and bind any assignee or successors of the City and the undersigned. All capitalized terms used in this Consent shall have the same meaning as in the Assignment. The Construction Contract and/or Agreement between the Developer and the undersigned is in full force and effect as of the date hereof.

Dated as of _____________, 20__

___________________________________,
a California corporation

By: _______________________________
Name: _____________________________
Title: ______________________________

Contractor's Address:	__________________________ __________________________ __________________________ __________________________
City's Address:	THE CITY OF CULVER CITY 9770 Culver Boulevard Culver City, California 90232-0507 Attn: Sol Blumenfeld, Community Development Director

ATTACHMENT NO. 9

ASSIGNMENT OF PLANS, REPORTS AND DATA

[See Attached]

ASSIGNMENT OF PLANS, REPORTS AND DATA

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, COMBINED/HUDSON 9300 CULVER LLC, a Delaware limited liability company ("Developer"), does hereby, pursuant to this Assignment of Plans, Reports and Data ("Assignment") assign, pledge, transfer and set over to THE CITY OF CULVER CITY, a charter city of the State of California ("City"), all of its rights, title and interest in and to the following (collectively, "Plans, Reports and Data"): any and all plans, drawings, studies, reports and related documents concerning the Site (collectively, "Developer Parcel" and "City Parcel" defined below), and all amendments, modifications, supplements, general conditions and addenda thereto, including, without limitation, Environmental Reports (defined below), all architectural and engineering plans, any architect's agreement entered into hereafter ("Architect's Agreement") by and between the Developer and any architect engaged to perform services with respect to the Site ("Architect") and those certain plans and specifications referred to therein, and all amendments, modifications, supplements, general conditions and addenda thereto (collectively, "Architectural Plans") prepared by the Architect for the account of the Developer in connection with the development of certain real property located in the City of Culver City, County of Los Angeles, State of California more particularly described on Exhibit "A-1" attached hereto and incorporated herein by this reference ("Developer Parcel") and on Exhibit "A-2" attached hereto and incorporated herein by this reference ("City Parcel"). The Plans, Reports and Data, including, without limitation, the Architect's Agreement and the Architectural Plans, are hereby assigned as consideration for the City's execution of that certain Disposition and Development Agreement dated _____________________, 2012 and entered into by and between the Developer and the City ("DDA"). All capitalized terms not defined herein shall have the meaning set forth in the DDA. For purposes hereof, "Environmental Reports" means any "Phase I" and/or "Phase II" investigations of the Site, and all final reports and test results (not including drafts) provided by the Developer's environmental consultant.

Upon the occurrence and during the continuance of a default under the DDA, the City shall have the right, but not the obligation, at any time, in its own name or in the name of the Developer, or otherwise, to take such action as the City may at any time or from time to time determine to be necessary or desirable in order to cure any default by the Developer under the Architect's Agreement, including, without limitation, the protection of the Developer's rights with respect to the Architectural Plans or to protect the rights of the Developer thereunder. The City shall not incur any liability if any action taken by the City or on its behalf in good faith, pursuant to the foregoing sentence, shall prove to be, in whole or in part inadequate or invalid, and the Developer hereby indemnifies and agrees to hold the City harmless from and against any and all loss, claim, demand, cost, liability, damage or expense, including, without limitation, attorneys' fees and expenses in connection with any such action or actions. The Developer agrees to have each Architect engaged to perform services in connection with the Site execute a Consent in the form attached hereto.

Upon a termination of the DDA, the City may exercise its rights hereunder and take possession of and title to the Plans, Reports and Data. The Developer shall deliver possession of and title to the Plans, Reports and Data to the City within forty-eight (48) hours of the City's request.

The Developer and Architect, by executing the Consent to this Assignment, agree that the City does not assume any of the Developer's obligations or duties concerning the Architect's Agreement and the Architectural Plans, including, but not limited to, the obligation to pay for the preparation of the Architect's Agreement and the Architectural Plans at the City's request, until and unless the City shall exercise its rights hereunder.

The Developer hereby represents and warrants to the City that no previous assignment of its interest in the Plans, Reports and Data, including, without limitation, the Architect's Agreement and the Architectural Plans, has been made, and the Developer agrees not to assign, sell, pledge, transfer, mortgage or otherwise encumber its interest in the Plans, Reports and Data, including, without limitation, the Architect's Agreement and the Architectural Plans, so long as this Assignment is in effect.

This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, or successors in interest of the Developer and the City.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Developer has caused this Assignment of Plans, Reports and Data to be executed as of ______________, _____.

DEVELOPER:
COMBINED/HUDSON 9300 CULVER LLC,
a Delaware limited liability company

By: Combined Culver Venture LLC,
a Delaware limited liability company,
its managing member

Date: ___________________

By: _____________________________
Name: __________________________
Its: _____________________________

By: Hudson 9300 Culver, LLC,
a Delaware limited liability company,
its managing member

By: Hudson Pacific Properties, L.P.,
a Maryland limited partnership,
its sole member

By: Hudson Pacific Properties, Inc.,
a Maryland corporation,
its general partner

Date: ___________________

By: _____________________________
Name: ___________________________
Title: ____________________________

CONSENT

The undersigned has prepared or will prepare the Architectural Plans, and hereby consents to the above Assignment. The undersigned also agrees that in the event of a breach by the Developer of any of the terms and conditions of the Architect's Agreement or any other agreement entered into with the undersigned in connection with the Architectural Plans, that so long as the Developer's interest in the Architectural Plans is assigned to the City, the undersigned will give written notice to the City of such breach. The City shall have sixty (60) calendar days from the receipt of such notice of default to remedy or cure said default; however, nothing herein shall require or obligate the City to cure said default, but only gives it the option to do so.

The undersigned also agrees that in the event of default by the Developer under any of the documents or instruments entered into in connection with said Architect's Agreement, the undersigned, at the City's request, shall continue performance under the Architect's Agreement in accordance with the terms hereof, provided that the undersigned shall be reimbursed in accordance with the Architect's Agreement for all services rendered on the City's behalf.

Dated:_________________________

ARCHITECT:

____

By:__________________________________
Name:_______________________________
Title:________________________________

EXHIBIT “A-1”

LEGAL DESCRIPTION

DEVELOPER PARCEL

9300 Culver Boulevard, Culver City, California

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 1, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO.3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED INDEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11,1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO

PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J.MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

EXHIBIT “A-2”

LEGAL DESCRIPTION

CITY PARCEL

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 2, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO. 3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854 OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11, 1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL

MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J. MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

ATTACHMENT NO. 10

PARKING LICENSE

[See Attached]

PARKING LICENSE

(Ince Parking Structure)

THIS PARKING LICENSE ("License"), dated as of **______________**, **_____**, is made and entered into by and between COMBINED/HUDSON 9300 CULVER LLC, a Delaware limited liability company ("Developer" or "Licensee"), and THE CITY OF CULVER CITY, a charter city of the State of California ("City" or "Licensor"). Licensee and Licensor are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

The following recitals and all Exhibits to this License are substantive parts of this License:

A. The City owns the Ince Parking Structure ("Parking Facility") located at 9099 Washington Boulevard in the City of Culver City, County of Los Angeles, State of California.

B. The City and the Developer entered into that certain Disposition and Development Agreement dated as of **______________________**, 2012 ("DDA") pursuant to which, and in accordance with the terms of the DDA, the City has agreed to convey title to certain real property (defined in the DDA as the "Developer Parcel") to the Developer and the Developer has agreed to develop and construct on the Developer Parcel a four level high quality office and retail complex with an Elevated Plaza and "Grand Stairs", providing approximately 115,108 square feet of gross building area containing a minimum of 32,654 square feet dedicated to retail and restaurant uses and containing a minimum of 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean parking (defined herein as the "Parcel B Improvements"), as more fully set forth in the DDA. In addition, as required by, and in accordance with, the DDA, the Developer has agreed, in conjunction with the development of the Parcel B Improvements, to develop and construct on certain real property owned by the City (defined in the DDA as the "City Parcel") certain subterranean public parking improvements (defined in the DDA as the "Public Parking Improvements") and certain public improvements relating to the expansion of the Town Plaza Project (defined in the DDA as the "Town Plaza Expansion Improvements"). The Developer Parcel and the City Parcel are collectively defined in the DDA as the "Site". The DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA.

C. In connection with the Developer's development and construction of the Parcel B Improvements, the City desires to grant to Licensee, and Licensee desires to acquire from the City, a license to use up to a maximum of three hundred seventeen (317) parking spaces located in the Parking Facility to provide parking for the Parcel B Improvements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants to Licensee the license and other rights set forth herein in accordance with the terms and conditions of this License.

1. **License.** Effective upon the recordation of a Release of Construction Covenants (as defined in the DDA) for the Parcel B Improvements ("Effective Date"), Licensor hereby grants to Licensee a non-exclusive license ("License") to access and use up to a maximum of three hundred seventeen (317) parking spaces ("Licensed Spaces") located within the Parking Facility. The Licensed Spaces will consist of: (i) one hundred thirteen (113) spaces on the first and second floors of the Parking Facility for use by the customers of the Parcel B Improvements ("Customer Spaces"), and (ii) up to a maximum of fifty eight (58) spaces on the fourth floor of the Parking Facility and up to a maximum of one hundred forty six (146) spaces on the fifth floor of the Parking Facility that are made available on a monthly basis to tenants of the Parcel B Improvements on Monday through Friday, 6:00 a.m. to 6:00 p.m. ("Monthly Tenant Spaces"). The Licensed Spaces are licensed for use by the customers and the tenants of the Parcel B Improvements, subject to the terms and conditions set forth herein. Licensor further grants Licensee controlled access to the Monthly Tenant Spaces on the fourth and fifth floors of the Parking Facility as described in Section 3(H). The foregoing License includes such additional rights as are reasonably necessary and incidental to Licensee's use and enjoyment of the Licensed Spaces, including, but not limited to, the right to ingress and egress through the Parking Facility.

The City and Licensee agree and acknowledge that the first and second floors of the Parking Facility, including access to the Customer Spaces, shall remain open for use by the general public. Notwithstanding the foregoing, the City agrees from and after the Effective Date (i) to use commercially reasonable efforts not to over-allocate the guest parking areas on the first and second floors of the Parking Facility; and (ii) other than the right of the general public to access the first and second floors of the Parking Facility, not to grant any other party rights to use the Customer Spaces, except as otherwise provided herein.

The City and Licensee agree and acknowledge that at any time during the Term of this License, the Licensee is not using all Monthly Tenant Spaces allocated to Licensee pursuant to this Section 1 above of this License, then the City shall have the right to authorize the use of such unused Monthly Tenant Spaces to any other third parties on a month to month basis. In such event, and at such time thereafter the Licensee elects to use such Monthly Tenant Spaces, Licensee shall provide the City with thirty (30) calendar days' prior written notice of such election. Upon the City's receipt of such election notice from Licensee, the City shall provide the number of Monthly Tenant Spaces elected to be used by Licensee, up to the maximum number of remaining Monthly Tenant Spaces allocated under this License, to the Licensee and such Monthly Tenant Spaces shall continue to be subject to the terms and conditions of this License.

The City and Licensee agree and acknowledge that the City shall have the right during the Term to temporarily relocate all or any portion of the Licensed Spaces to, and make available to Licensee the Licensed Spaces at, one or more permissible and available alternative locations within the commercial downtown pooled parking district described in the City's Zoning Code if the City is required by agreement or arrangement in existence prior to the Effective Date to provide the Licensed Spaces to a third party on a temporary basis.

2. **License Fee; Failure to Pay License Fee.** Upon commencement of the Term of this License, the monthly parking license fee ("License Fee") payable by the Licensee to the City for the Monthly Tenant Spaces shall be an amount equal to Sixty Dollars ($60.00) per Monthly Tenant Space entitled to be used five days per week, Monday through Friday, during the operating hours outlined in the Parking Rules (as defined in Section 8 hereof), or at such amount imposed by the Licensor from time to time. Licensor may adjust the License Fee during the Term of this License at any time upon thirty (30) calendar days' prior written notice to Licensee; however, any such change must be commercially reasonable. There shall be no License Fee payable by the Licensee for the Customer Spaces; however, the users of the Customer Spaces shall pay the standard rates applicable to transient users of the Parking Facility.

The License Fee shall be due and payable by Licensee to the City on the first day of each month. If the License Fee is not received by Licensor by the tenth (10^{th}) day of any calendar month, Licensor shall deliver a written late notice ("Late Notice") to Licensee in accordance with Section 24 hereof notifying Licensee that this License will be suspended if payment of any past due License Fees and Late Fees (as hereinafter defined) are not received within ten (10) calendar days of the date of delivery of the Late Notice. Upon such date as is ten (10) calendar days after the date of delivery of the Late Notice, if payment of the License Fee and Late Fee have not been received, Licensor may deactivate all Monthly Tenant Parking Cards (as defined in Section 3) issued by Licensee and may cause the access control arm to be raised on the fourth and fifth floors of the Parking Facility. As a result thereof, Licensee will not be entitled to exclusive use of the spaces on the fourth and fifth floors of the Parking Facility, nor will parties in possession of Monthly Tenant Parking Cards (as defined in Section 3) issued by Licensee be permitted to use the Licensed Spaces without paying the daily fee charged to other patrons of the Parking Facility.

A late fee equal to ten percent (10%) of the total License Fee ("Late Fee" or "Late Fees") shall be paid if the License Fee is not received by the Licensor on or before the tenth (10^{th}) day of any calendar month. Late Fees shall include an additional ten percent (10%) of the total License Fee for each additional month payment of the License Fee is past due. For example, if a License Fee payment is due April 1, and such payment is not made until May 15, the total Late Fee for the April 1 fee shall be equal to twenty percent (20%) of the License Fee due April 1. In addition, if the May 1 License Fee is also not paid in such example until May 15, a ten percent (10%) Late Fee on the May 1 payment shall be due in addition to the Late Fees on the April 1 payment.

If all past due License Fees and Late Fee are not received by Licensor within fifteen (15) calendar days after the date of delivery of a Late Notice, the City may deliver a written termination notice ("Termination Notice") in accordance with Section 24 hereof notifying Licensee that if any past due License Fees and Late Fees are not received by Licensor within thirty (30) calendar days of the date of delivery of the Termination Notice, then the License granted hereunder shall automatically and permanently terminate and be of no further force and effect.

3. Administration.

A. Licensee (and any party utilizing a parking space pursuant to this License) shall be subject to the lost card fees, citations, and violation penalty fees outlined in the Parking Rules (as defined in Section 9).

B. Upon the commencement of the Term (as defined in Section 4), and from time to time thereafter, after receipt of the appropriate deposit fees charged by the City and adjusted in its discretion from time to time, Licensor shall provide Licensee with parking access cards for the Monthly Tenant Spaces ("Monthly Tenant Parking Cards" or individually, "Monthly Tenant Parking Card"). The deposit fee for a Monthly Tenant Parking Card shall be refunded by Licensor to Licensee upon return of such Monthly Tenant Parking Card. If the Monthly Tenant Parking Card is not returned to the Licensor for any reason, the deposit fee shall be retained by the City as its sole and separate property.

C. Licensee shall be in charge of allocating the Monthly Tenant Parking Cards to the tenants of the Parcel B Improvements and shall so allocate such Monthly Tenant Parking Cards in a fair and reasonable manner. Licensee shall be in charge of issuing the Monthly Tenant Parking Cards to the tenants of the Parcel B Improvements for use of the Monthly Tenant Spaces together with a copy of the Parking Rules (defined in Section 9).

D. Licensee shall not charge any tenant of the Parcel B Improvements more than a commercially reasonable market rate fee for use of the Monthly Tenant Spaces.

E. Licensee shall not be permitted to issue Monthly Tenant Parking Cards to any party or individual other than the tenants of the Parcel B Improvements.

F. The Customer Spaces shall be used for customer parking only, and with respect to Licensee's license under this Parking License, such customers shall be customers of the Parcel B Improvements. At Licensee's sole cost and expense, the Licensor shall install signs stating "Customer Parking Only" on the first and second floors of the Parking Facility. No time limit shall be imposed on the second floor Customer Spaces. At Licensee's sole cost and expense, the Licensor shall install and maintain software in connection with the access control arms to the first and second floors to prevent monthly parkers of the Monthly Tenant Spaces from using any of the Customer Spaces.

G. Licensee agrees and acknowledges that sixty (60) spaces (which such sixty (60) spaces are not included in the one hundred thirteen (113) spaces constituting the Customer Spaces) limited to use for forty five (45) minutes will remain, to the extent reasonably feasible and practical, on the first and second floors of the Parking Facility, which such spaces are not "Licensed Spaces" subject to this License.

H. Licensor will install an access control system on the fourth and fifth floors of the Parking Facility that includes a security feature that identifies the user as a tenant of the Parcel B Improvements authorized to park in the Monthly Tenant Spaces. Licensor shall maintain the access control system at its sole cost and expense. Licensee shall be responsible for damage caused by tenants of the Parcel B Improvements. The access control arm of the access control system shall remain in the "up" position on weeknights from 6:00 p.m. to 3:00 a.m. and on holidays and weekends so that all parking spaces including the Monthly Tenant Spaces may be used by the general public. Licensee shall provide Licensor, on a monthly basis, a list of names to whom Monthly Tenant Parking Cards are assigned. The list shall identify the access card holder's vehicle make, model, color and license plate number.

I. The Monthly Tenant Spaces shall be centralized and assigned by Licensee, subject to the reasonable discretion and approval of the Licensor. At Licensee's sole cost and expense, the Licensor shall install signs stating "Monthly Tenant Parking Only" on the fourth and fifth floors of the Parking Facility.

J. Licensee shall be responsible for payment of its pro rata share of capital expenses. Licensee's pro rata share shall be the average number of Licensed Spaces rented during a calendar year. Licensor shall provide License with a detailed summary of all capital expenditures incurred during a calendar year for Licensee's commercially reasonable approval.

K. Licensee shall be responsible for paying any and all possessory interest tax or other taxes and assessments imposed as a result of this License and the rights granted to Licensee herein.

4. **Term; Option to Extend.** The initial term of this License shall be for a fifty five (55) year term commencing on the Effective Date ("Initial Term"). The Initial Term, and the Option Term if exercised and upon being exercised in accordance with this Section 4, shall be referred to herein as the "Term."

Provided that no event of default is continuing and that this License remains in full force and effect, and as permitted by applicable law, the City hereby grants Licensee an option to extend this License for up to an additional forty four (44) year term from the date of the expiration of the Initial Term ("Option Term"), or such shorter term as requested by Licensee or required by federal income tax or other laws, at a License Fee equal to the fair market value of the Licensed Spaces as of the date of commencement of the Option Term, or such lower rate as required by federal income tax or other laws. Except for the Term and the License Fee, the terms and conditions of this License shall apply to the Option Term, unless otherwise agreed to in a writing signed by Licensor and Licensee. Provided that no event of default is continuing and that the License granted herein remains in full force and effect, the option for the Option Term shall be exercisable by Licensee upon written notice to the City from and after such date as is six (6) months prior to the expiration of the Initial Term, but no later than such date as is one (1) month prior to the expiration of the Initial Term.

5. **Condition of Licensed Area-No Licensee Alterations.** Licensee shall be deemed to have: (a) inspected the Parking Facility and (b) accepted the Licensed Spaces "as is" with no representation or warranty by Licensor as to the condition of the Parking Facility and/or the Licensed Spaces. The Licensee shall not materially alter, add to or in any material way change or make alterations or installations to the Parking Facility and/or the Licensed Spaces without the prior written consent of Licensor, which may be given or withheld at Licensor's sole discretion.

6. <u>Reserved</u>.

7. <u>Conduct</u>. Licensee shall keep the Licensed Spaces in good, clean and safe condition and observe all Governmental Regulations (as defined in the DDA). Licensor shall provide services to the Licensed Spaces in a manner and practice similar to that provided to other parking areas within the Parking Facility, including operational staffing, maintenance, lighting and security.

8. <u>Rules and Regulations</u>. Licensee shall use commercially reasonable efforts to cause the parties utilizing the Licensed Spaces to abide by the parking rules and regulations attached hereto as Exhibit "A" and incorporated herein by this reference, as such rules and regulations may be amended in a commercially reasonable manner from time to time by Licensor (collectively, "Parking Rules"). Licensor may change the Parking Facility's operating hours and Parking Rules at any time upon thirty (30) calendar days' prior written notice to Licensee; however, any such change must be commercially reasonable.

If Licensee or a user of a Licensed Space pursuant to this License commits, permits or allows any of the prohibited activities described in the Parking Rules then in effect, then Licensor shall have the right, without notice, in addition to such other rights and remedies that it may have, to terminate the Monthly Tenant Parking Card related to such user, and to remove or tow away the vehicle involved and charge all costs incurred by the City associated with the removal or tow and storage of the vehicle to Licensee, which costs shall be immediately payable upon demand by Licensor.

9. <u>Maintenance</u>. Licensor shall have the right to temporarily relocate the Licensed Spaces for maintenance purposes to a different location within the Parking Facility so long as Licensor provides alternative parking for the number of Licensed Spaces paid for by Licensee for the period of the temporary relocation. If the maintenance work being performed prevents the Licensor from relocating all or a portion of the Licensed Spaces within the Parking Facility, Licensor shall use commercially reasonable best efforts to find alternative nearby parking during the time the temporary maintenance activities are being performed. When commercially feasible, Licensor shall give Licensee not less than ten (10) calendar days' prior written notice of the temporary relocation, except in emergency situations.

10. <u>Parking Facility Damage</u>.

A. <u>Damage which prevents any substantial use of the Licensed Spaces</u>. Subject to Paragraph D below, if at any time during the Term of this License, the Parking Facility experiences damage that prevents Licensee from making substantial use of the Licensed Spaces, Licensor may, at Licensor's option, either (i) repair such damage as soon as reasonably possible at Licensor's expense, in which event this License shall continue in full force and effect, or (ii) give written notice to Licensee within thirty (30) calendar days after the date of the occurrence of such damage of Licensor's intention to modify or terminate this License as of the date of the occurrence of such damage, in which event this License shall be modified or terminated effective of the date of the occurrence of such damage.

B. Total destruction. Subject to Paragraph D below, if at any time during the Term of this License, there is damage which destroys the Parking Facility, Licensor may, at Licensor's option, either (i) repair such damage or destruction as soon as reasonably possible at Licensor's expense (to the extent the required materials are readily available through usual commercial channels) to its condition existing at the time of the damage, and this License shall continue in full force and effect, or (ii) give written notice to Licensee within thirty (30) calendar days after the date of the occurrence of such damage of Licensor's intention to cancel and terminate this License, in which case this License shall terminate as of the date of occurrence of such damage.

C. Damage near end of Term. Subject to Paragraph D below, if at any time during the last twelve (12) months of the Term, there is substantial damage to the Licensed Spaces or Parking Facility, Licensor may, at Licensor's option, cancel and terminate this License as of the date of the occurrence of such damage by giving written notice to Licensee of Licensor's election to do so within thirty (30) calendar days after the date of the occurrence of such damage.

D. Obligation to Replace or Rebuild. Notwithstanding the foregoing Paragraphs A, B, and C, and provided that (i) prior to such damage to the Parking Facility, no termination of this License has occurred and no breach or default by Licensee has occurred and is continuing hereunder; (ii) the damage to the Parking Facility results from an event specific to the Parking Facility (as opposed to a catastrophic event also affecting other buildings in the Culver City area, such as an earthquake, tsunami or act of terrorism affecting buildings in addition to the Parking Facility); and (iii) the destruction of the Parking Facility is not accompanied by an event which also results in the cessation of occupation of the Parcel B Improvements; Licensor shall, at its option, upon any termination of this License pursuant to this Section 10, either (a) rebuild the Parking Facility as soon as is reasonably possible, or (b) relocate the Licensed Spaces to, and make available to Licensee the Licensed Spaces at, one or more permissible and available alternative locations within the commercial downtown pooled parking district described in the City's Zoning Code.

11. Assignment. Licensee shall not have the right to sell, assign or otherwise transfer this License to its successor in interest, if any, to the Parcel B Improvements, without the prior written approval of the City. Other than the provision of Monthly Tenant Parking Cards to tenants of the Parcel B Improvements to use the Monthly Tenant Spaces in accordance with this License, Licensee shall not sell, assign, mortgage, pledge or in any manner transfer this License or any interest herein, nor sublet or sublicense all or any part of the Licensed Spaces, by operation of law or otherwise, without Licensor's prior written approval, which approval may be withheld in Licensor's sole and absolute discretion. The City shall have the right, without the consent of the Licensee, to sell, assign or otherwise transfer this License.

12. Indemnification. For purposes of this License, "Claims" means any and all liabilities, actions, proceedings, losses, damages, costs, expenses (including, without limitation, all attorneys' fees and litigation expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, including, without limitation, third party claim and death of or injury to any person or damage to any property.

Licensee shall pay, defend (with counsel reasonably acceptable to the City), indemnify and hold harmless the City and its respective officers, officials, contractors, employees, agents, and representatives, from and against any and all Claims based upon, arising from or connected in any manner with (a) Licensee's or its employees, tenants, agents, contractors, subtenants, licensees, invitees, customers or representatives use of the Licensed Spaces; (b) the violation by the Licensee or its employees, tenants, agents, contractors, subtenants, licensees, invitees, customers or representatives of the Parking Rules; or (c) the breach or default in performance by Licensee of any obligation, covenant, representation or warranty contained in this License.

The City shall pay, defend (with counsel reasonably acceptable to Licensee), indemnify and hold harmless Licensee, its officers, employees, agents, and representatives, from and against any and all Claims based upon, arising from or connected in any manner with (a) the violation by the City or its agents, contractors, or employees of any Governmental Regulations or Parking Rules in connection with the performance of its obligations under this License; (b) any negligence or reckless or intentional misconduct of the City or its agents, contractors, or employees in connection with this License; (c) the City's use of the Parking Facility; or (d) the breach or default in performance by the City of any obligation, covenant, representation or warranty contained in this License.

The obligations of the Parties under this Section 12 shall commence to accrue on the Effective Date and shall survive any termination of this License.

13. <u>Default; Remedies</u>. In the event of any default by a Party under this License that is not cured within twenty (20) calendar days of written notice to the defaulting Party, the Party claiming a default shall have all rights and remedies provided by law or in equity, including the right and collect all damages directly and indirectly caused by the default (provided, however, that the Party claiming a default shall have no right to consequential damages, as set forth in Section 14 below) and the right to enforce specific performance of this License.

14. <u>Limitation on Damages</u>. Without limiting the generality of Section 13, neither Party hereto shall be entitled to, and each Party hereto waives, any right to seek consequential damages of any kind or nature from the other Party arising out of or in connection with this License, and in connection with such waiver each Party is familiar with and hereby waives the provision of Section 1542 of the California Civil Code which provides as follows:

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

____________________	____________________
Licensee Initials	Licensor Initials

15. **<u>Termination</u>.** The City shall have the right to terminate this License for an uncured default after the expiration of the applicable cure period set forth in Section 13. Upon expiration of the Term or earlier termination of this License, this License and the license to use the Licensed Spaces and the Option Term granted herein shall terminate and be of no further force and effect. Upon expiration of the Term or earlier termination of this License, Licensee agrees to promptly pay to the City all License Fees and Late Fees due through such date of expiration or earlier termination of the License.

16. **<u>Attorneys' Fees</u>.** In the event of a dispute between the Parties with respect to the terms or conditions of this License, the prevailing Party shall be entitled to collect from the other Party its reasonable attorneys' fees and costs as established by the judge or arbitrator presiding over such dispute.

17. **<u>Severability</u>.** The invalidity or illegality of any provision shall not affect the remainder of this License and all remaining provisions shall, notwithstanding any such invalidity or illegality, continue in full force and effect.

18. **<u>Successors</u>**. Each and all of the covenants and conditions of this License shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors, executors, administrators, assigns, and personal representatives.

19. **<u>Waiver</u>**. The waiver by either Party of any term, covenant, or condition contained in this License shall not be deemed to be a subsequent waiver of the same or any other term, covenant, or condition or of any subsequent default or breach of the same or any other term, covenant, or condition.

20. **<u>Amendment</u>.** No modification, rescission, waiver, release or amendment of any provision of this License shall be made except by a written agreement executed by the Developer and the City.

21. **<u>Effectiveness; Integration</u>.** This License shall become valid and effective only when executed by both the Licensee and the Licensor. This License supersedes all prior discussions and agreements of the Parties relating to the subject matter of this License.

22. **<u>Relationship Between Licensor and Licensee</u>.** It is hereby acknowledged and agreed by the Parties that the relationship between the Licensor and the Licensee is not that of a partnership or joint venture and that the Licensor and the Licensee shall not be deemed or construed for any purpose to be the agent of the other. Licensee agrees to indemnify, hold harmless and defend the Licensor from any claim made against the City arising from a claimed relationship of partnership or joint venture between the Licensor and the Licensee with respect to the License.

23. **<u>Counterparts</u>.** This License may be executed by the Parties hereto in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

24. **<u>Governing Law and Venue</u>.** This License shall be governed by, and construed and interpreted in accordance with, the laws of the State of California. In the event that either Party institutes an action at law or equity to cure, correct or remedy any default under this License, such legal actions shall, to the extent permitted by law, be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate court in that County, or in the Federal District Court in the Central District of California.

25. **<u>No Interest or Estate</u>.** Other than the License granted herein, Licensee agrees that it does not and shall not claim at any time any interest or estate of any kind or extent in the Licensed Spaces or the Parking Facility by virtue of this License, the License granted hereby, or Licensee's use hereunder.

26. **<u>Administration</u>.** The City Manager or the Community Development Director of the City is authorized to act on behalf of the City with respect to all actions to be undertaken by the City under this License. ________________________ is authorized to act on behalf of the Licensee with respect to all actions to be undertaken by the licensee under this License.

27. **<u>Notice</u>.** Unless otherwise specified in this License, it shall be sufficient service or giving of any notice, request, certificate, demand or other communication if the same is sent by (and all notices required to be given by mail will be given by) first-class registered or certified mail, postage prepaid, return receipt requested, or by private courier service or personal delivery which provides evidence of delivery. Unless a different address is given by any Party as provided in this Section 27, all such communications will be addressed as follows:

To City:	The City of Culver City Attn: Sol Blumenfeld, Community Developer Director 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	The City of Culver City Attn: Carol Schwab, City Attorney 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	Kane, Ballmer & Berkman Attn: Murray O. Kane, Esq. 515 S. Figueroa Street; Suite 1850 Los Angeles, California 90071
To Developer:	Combined/Hudson 9300 Culver, LLC c/o Combined Properties, Incorporated Attn: Marianne Lowenthal, Executive Vice President, Development & Acquisitions 9320 Wilshire Boulevard; Suite 310 Beverly Hills, California 90212
Copy to:	Combined/Hudson 9300 Culver, LLC

c/o Hudson Pacific Properties, Inc.
Attn: Victor J. Coleman,
Chairman and Chief Executive Officer
11601 Wilshire Boulevard; Suite 1600
Los Angeles, California 90025

Copy to: Mckenna Long and Aldridge
300 S. Grand Avenue; Suite 1400
Los Angeles, California 90071
Attn: Dennis Roy, Esq.

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

28. **No Third Party Beneficiary.** The terms of this License are only for the benefit of the City and Licensee, and there are no other intended or incidental third party beneficiaries hereto.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the Licensor and the Licensee have signed this License as of the date set forth above.

"LICENSEE"

COMBINED/HUDSON 9300 CULVER LLC,
a Delaware limited liability company

By: Combined Culver Venture LLC,
a Delaware limited liability company,
its managing member

Date: ____________________

By: ______________________________
Name: ___________________________
Its: ______________________________

By: Hudson 9300 Culver, LLC,
a Delaware limited liability company,
its managing member

By: Hudson Pacific Properties, L.P.,
a Maryland limited partnership,
its sole member

By: Hudson Pacific Properties, Inc.,
a Maryland corporation,
its general partner

Date: ____________________

By: ______________________________
Name: ___________________________
Title: ____________________________

[Signatures Continue on Following Page]

"LICENSOR"

THE CITY OF CULVER CITY,
a charter city of the State of California

Dated: ________________________ By: ____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: ________________________________
Sol Blumenfeld
Community Development Director

ATTEST:

By: ________________________________
City Clerk

APPROVED AS TO FORM:

By: __________________________________
Carol Schwab
City Attorney

By: ___________________________________
KANE, BALLMER & BERKMAN
City Special Counsel

EXHIBIT "A"

Parking Rules and Regulations

The following are the parking policies for City of Culver City owned and/or operated parking facilities.

100. PARKING FACILITY

INCE PARKING STRUCTURE
9099 Washington Boulevard

Hours of Operation:	Monday – Thursday	8 a.m. – 2 a.m.
	Friday & Saturday	8 a.m. – 3 a.m.
	Sunday	10 a.m. – 1 a.m.

Outside these hours, the Parking Facility is closed to non-cardholders.

200. POLICIES

Monthly Parking

The following policies are in place and are relevant to all parking facilities:

1. Monthly Rates*
   - $60 – per person (Monday-Friday)
   - $80 – per person (7 days per week)
2. Parking spaces are made available per person, not per space.
3. For the parking structures, access cards are issued for entrance and exit to the structures.
4. Vehicle storage is prohibited and subject to citation and/or towing of vehicle.
5. Subletting is prohibited and may cause the revocation of parking privileges.
6. Residential and overnight parking is prohibited.
7. Car repair and/or service is not allowed.
8. The City may require the removal of any vehicles found to be leaking oil, subject to written notice and opportunity to cure.
9. Only "Head In" parking allowed.
10. The following fees apply:
    - A replacement fee of $25 is charged for the replacement of a lost or damaged access card.
    - For those who park in the parking structures, a fee of $5 will be charged for each instance a monthly parker does not park in the designated employee parking area.
    - For those who park in the parking structures, if found to be parked in the customer parking area, the vehicle will be cited.
11. "Turn around" parking (i.e., parking in the structure for the 2 hour free period and exiting and reentering the structure for a subsequent 2 hour free period) is prohibited. Individuals identified as turn around drivers will be required to pay the daily maximum rate.
12. Parking space users shall comply with all governmental laws, ordinances and resolutions.

Daily Parking for Parcel B Improvements Guests and Patrons

1. First two hours free with validation. $1.00 per hour thereafter up to a maximum of $6.00.
2. Validation stickers are provided to Culver City business owners at $.50 per sticker. Validation stickers are to be provided to customers only and are not valid for employees or students. Validation stickers used by employees or students to exit the structure will not be honored. Businesses that do not have offices within Culver City who desire validation stickers for their customers may purchase them at a cost of $1 per sticker. The validations are provided in books of 100 stickers.
3. Maximum rate charged for lost ticket.
4. Vehicles with handicapped identification must pay to park.
5. Free parking for veterans parking vehicles with specific license plates issued to Medal of Honor recipients, Legion of Valor recipients, Purple Heart recipients, Pearl Harbor Survivors, and Former Prisoners of War. This policy applies to vehicle license plates of such type from all states.

ATTACHMENT NO. 11

RIGHT OF ENTRY AGREEMENT

[See Attached]

RIGHT OF ENTRY AGREEMENT

(Due Diligence)

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") dated as of _______________, ____ ("Date of Agreement"), is entered by and among THE CITY OF CULVER CITY, a charter city of the State of California ("City") and COMBINED/HUDSON 9300 CULVER LLC, a Delaware limited liability company ("Developer").

RECITALS

A. The City is the owner of that certain real property described in Exhibit "A-1" attached hereto and incorporated herein by this reference ("Developer Parcel") and that certain real property adjacent to the Developer Parcel and described in Exhibit "A-2" attached hereto and incorporated herein by this reference ("City Parcel"). The Developer Parcel and the City Parcel are collectively referred to as the "Site".

B. The City and the Developer entered into that certain Disposition and Development Agreement dated as of _____________________, 2012 ("DDA") pursuant to which, and in accordance with the terms of the DDA, the City has agreed to convey title to the Developer Parcel to the Developer and the Developer has agreed to develop and construct on the Developer Parcel a four level high quality office and retail complex with an Elevated Plaza and "Grand Stairs", providing approximately 115,108 square feet of gross building area consisting of approximately 47,638 square feet dedicated to retail and restaurant uses and approximately 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean parking ("Parcel B Improvements"), as more fully set forth in the DDA. In addition, as required by the DDA and subject to the approval of the City, the Developer has agreed, in conjunction with the development of the Parcel B Improvements, to develop and construct on the City Parcel certain subterranean public parking improvements ("Public Parking Improvements"), as more fully set forth in the DDA. The DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA.

C. The Developer desires to enter the Site for the purpose of conducting environmental testing and surveys of the Site prior to acquisition of the Developer Parcel and the development and construction on the Site, and the City desires to accommodate the Developer's desire to commence such actions by granting a right of entry as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Right of Entry. Provided that all of the terms and conditions of Section 2 of this Agreement are fully satisfied, the City hereby grants to the Developer and its agents and contractors, a temporary and conditional right to enter upon, in and below the Site ("Right of Entry") for a continuous period from the Date of Agreement to January 31, 2014, for the purpose of surveying the Site for purposes of designing the Project and for carrying out relevant and necessary environmental testing of the Site in accordance with the work plan attached hereto as Exhibit "B" and incorporated herein by this reference.

Section 2. Conditions to Entry. Prior to the Developer entering the Site, or any portion of the Site, the following conditions must be satisfied:

(a) The Developer shall give the City two (2) weeks written notice prior to each act of entering the Site and conducting investigation and testing of the Site.

(b) The Developer shall furnish to the City evidence satisfactory to the City that the Developer or its contractors have obtained comprehensive liability insurance in an amount as is approved by the City for the purpose of protecting the City from claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after the termination of this Agreement.

(b) The Developer or its contractors must have submitted to the City, and the City shall have reasonably approved, a work plan setting forth the actions needed to carry out the environmental and other required testing or actions of the Site to be performed on the Site pursuant to this Agreement.

Section 3. Liens. With regard to actions performed on the Site under this Agreement, the Developer shall not permit to be placed against the Site, or any part thereof, any design professional's, mechanic's, materialmen's, contractor's, or subcontractor's liens (collectively, "Liens"). The Developer shall indemnify, defend and hold harmless the City from all liability for any and all liens, claims and demands, together with costs of defense and reasonable attorneys' fees, arising from any Liens. The City reserves the right, at its sole cost and expense, at any time and from time to time, to post and maintain on the Site, or any portion thereof, or on the improvements on the Site, any notices of non-responsibility or other notice as may be desirable to protect the City against liability. In addition to, and not as a limitation of the City's other rights and remedies under this Agreement, should the Developer fail, within ten (10) calendar days of written request from the City, either to discharge any Lien or to bond for any Lien, or to defend, indemnify, and hold harmless the City from and against any loss, damage, injury, liability or claim arising out of a Lien, then the City, at its option but without the obligation, may elect to pay such Lien, or settle or discharge such Lien and any action or judgment related thereto and all costs, expenses and attorneys' fees incurred in doing so shall be paid to the City by the Developer upon written demand.

Section 4. Minimal Interference; Restoration of Site. The Developer shall take all reasonable measures to minimize interference with the use of the Site by the City and any party permitted by the City to use the Site. The Developer shall promptly repair and restore any damage caused by its entry to the Site and any environmental or other testing or other activity performed by the Developer on the Site.

Section 5. Compliance With Laws/Permits. The Developer shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees, including, but not limited to, all environmental laws. Without limiting the generality of the foregoing, the Developer, at its sole cost and expense, shall obtain any and all permits which may be required by any environmental law or other law for any activities the Developer desires to conduct or have conducted pursuant to this Agreement. In the event the Developer or its agents or employees discover any substance on the Site, the Developer shall immediately notify or cause notice to be given to the City.

Section 6. Indemnification. The Developer hereby agrees to indemnify, defend, assume all liability for and hold harmless the City and its agents, employees, members, independent contractors, affiliates, principals, shareholders, officers, council members, board members, committee members, and planning and other commissioners, partners, attorneys, accountants, representatives, and staff, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, claims or injuries to persons (collectively "Claims") which may be caused by the Developer's negligence or wrongful acts arising out of or in connection with the Developer's activities pursuant to this Agreement. The Developer's indemnity given under this Section 6 shall apply whether such negligence or wrongful acts are by the Developer or anyone directly or indirectly employed or under contract with the Developer, and whether such Claims shall accrue or be discovered before or after the termination of this Agreement. The indemnity and other rights afforded the City by this Section 6 shall survive after the expiration of this Agreement. Notwithstanding the foregoing, the Developer's indemnity shall not apply to the extent claims are caused by, arise out of, or in connection with, any negligent or intentional acts of the Developer.

Section 7. Inspection. The City and its representatives, employees, agents or independent contractors may enter and inspect the Site or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify the Developer's compliance with the terms and conditions of this Agreement, and to conduct environmental testing and remediation upon receipt of the notice required pursuant to Section 4 hereof.

Section 8. No Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Site to the Developer.

Section 9. Notices. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

To City:	The City of Culver City Attn: Sol Blumenfeld, Community Developer Director 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	The City of Culver City Attn: Carol Schwab, City Attorney 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	Kane, Ballmer & Berkman Attn: Murray O. Kane, Esq. 515 S. Figueroa Street; Suite 1850 Los Angeles, California 90071
To Developer:	Combined Properties, Incorporated Attn: Marianne Lowenthal, Executive Vice President, Development & Acquisitions 9320 Wilshire Boulevard; Suite 310 Beverly Hills, California 90212
To Developer:	Hudson Pacific Properties. Inc. Attn: Victor J. Coleman, Chairman and Chief Executive Officer 11601 Wilshire Boulevard; Suite 1600 Los Angeles, California 90025

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.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 11. Interpretation. This Agreement shall be interpreted as a whole and in accordance with its fair meaning and as if each party participated in its drafting. Captions are for reference only and are not to be used in construing meaning.

Section 12. Amendment of Agreement; Merger. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Developer and the City. This Agreement merges all negotiations, stipulations and provisions relating to the subject matter of this Agreement which preceded or may accompany the execution of this Agreement.

Section 13. Attorneys' Fees. In the event of a dispute between the parties with respect to the terms or conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties hereto have executed this Right of Entry Agreement as of the date first written above.

"**DEVELOPER**"
COMBINED/HUDSON 9300 CULVER LLC,
a Delaware limited liability company

By: Combined Culver Venture LLC,
a Delaware limited liability company,
its managing member

Date: ___________________

By: ______________________________
Name: ___________________________
Its: ______________________________

By: Hudson 9300 Culver, LLC,
a Delaware limited liability company,
its managing member

By: Hudson Pacific Properties, L.P.,
a Maryland limited partnership,
its sole member

By: Hudson Pacific Properties, Inc.,
a Maryland corporation,
its general partner

Date: ___________________

By: ______________________________
Name: ____________________________
Title: ____________________________

[Signatures Continue on Following Page]

"**CITY**"

THE CITY OF CULVER CITY,
a charter city of the State of California

Dated: ______________________ By: ________________________________
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: ______________________________
Sol Blumenfeld
Community Development Director

ATTEST:

By: ______________________________
City Clerk

APPROVED AS TO FORM:

By: ________________________________
Carol Schwab
City Attorney

By: ________________________________
KANE, BALLMER & BERKMAN
City Special Counsel

EXHIBIT "A-1"

LEGAL DESCRIPTION

DEVELOPER PARCEL

9300 Culver Boulevard, Culver City, California

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 1, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO.3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED INDEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11,1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO

PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J.MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

EXHIBIT "A-2"

LEGAL DESCRIPTION

CITY PARCEL

Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 2, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REIMPROVEMENT PROJECT NO. 3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED AUGUST 20, 1980 AS INSTRUMENT NO. 80-799836, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854 OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED JANUARY 8, 1982 AS INSTRUMENT NO. 82-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11, 1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS RESERVED BY BILL

MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J. MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT AND RIGHT TO PENETRATE USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY. BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF THE SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF THE SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

EXHIBIT "B"

WORK PLAN

[to be inserted]

ATTACHMENT NO. 12

GUARANTY AGREEMENT

[See Attached]

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty") is made and entered into by COMBINED PROPERTIES, INCORPORATED, a District of Columbia corporation ("CPI"), and HUDSON PACIFIC PROPERTIES, L.P., a Maryland limited partnership ("Hudson") (collectively and individually referred to herein as "Guarantor"), to and for the benefit of THE CITY OF CULVER CITY, a charter city of the State of California ("City"), and its successors and assigns, effective as of ________________________, 2012 ("Effective Date").

R E C I T A L S

A. Combined/Hudson 9300 Culver LLC, a Delaware limited liability company ("Developer") and the City entered into that certain Disposition and Development Agreement dated ____________, 2012 ("DDA"), pursuant to which the Developer is required to cause the construction and development of certain improvements ("Improvements") upon real property more particularly described in the DDA individually as the "Developer Parcel" and the "City Parcel" and collectively the "Site". All of the terms and provisions of the DDA are fully incorporated herein by this reference as though fully set forth herein. The DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA.

B. Guarantor is an affiliate of Developer and it will directly benefit should the Developer acquire title to the Developer Parcel and develop the Site in the manner and in accordance with the terms of the DDA. The Guarantor acknowledges that this Guaranty is required by the City as a condition precedent and as an inducement to the City to enter into the DDA and to convey by grant deed title to the Developer Parcel to the Developer and to carry out its obligations in accordance with the terms of the DDA.

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

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

2. If for any reason, other than acts or omissions of the City, the Developer should fail to perform any of its obligations under the DDA, including but not limited to failure to complete its construction of the Improvements on or before the date required by the DDA in all respects and in accordance with and in the manner set forth in the DDA and the plans and specifications approved by the City (which obligations are hereinafter referred to as the "Performance Obligations"), then the City at its option, and upon thirty (30) calendar days' prior

written notice to the Guarantor, shall call upon the Guarantor and the Guarantor shall assume each and all of the outstanding obligations of the Developer constituting the Performance Obligations, and shall promptly commence and diligently prosecute to completion all such Performance Obligations in accordance with the terms of the DDA.

3. If for any reason the Developer fails to timely meet any of its financial obligations under the DDA or to pay any amounts for which the Developer may become liable under the DDA, including but not limited to the payment of the final Purchase Price payable by the Developer for the Developer Parcel and all other payments due from the Developer to the City under the DDA prior to and after the issuance of a Release of Construction Covenants (which obligations are collectively and hereinafter referred to as the "Payment Obligations"), then the City, at its option, and upon thirty (30) calendar days' prior written notice to the Guarantor, shall call upon the Guarantor and the Guarantor shall assume each and all of the outstanding financial obligations of the Developer constituting the Payment Obligations, and promptly pay each and all of the outstanding balances of the Payment Obligations in accordance with the terms of the DDA as they become due and payable.

4. The Guarantor's performance of the Performance Obligations may be excused during periods of delay caused by the City or by the occurrence of events described in Section 806 of the DDA.

5. To the full extent of the Developer's responsibility therefor, the Guarantor will pay and discharge all mechanic's and materialmen's liens or claims therefor imposed against the Site and/or Improvements and there shall be no mechanic's, materialmen's or other like liens or claims outstanding against those portions of the Developer Parcel and/or the Improvements for which the Developer is responsible for the construction financing of the Improvements, excepting the lien of a first priority deed of trust for the construction financing of the Improvements approved in advance and in writing by the City and any such liens which shall have been bonded over or for which adequate surety has been posted, all to the satisfaction of the City, and except as otherwise specifically permitted under the DDA.

6. This Guaranty is a present, absolute and continuing guaranty; the execution by the City of the DDA shall conclusively evidence the reliance by the City upon this Guaranty and the obligations and agreements of Guarantor as set forth herein.

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

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

9. The Guarantor hereby expressly waives (a) notice of acceptance of this Guaranty; (b) all notices to which the Guarantor might otherwise be entitled, except as required herein; (c) any defense arising (i) by reason of any disability of the Developer or (ii) by reason of the cessation from any cause whatsoever (except a defense available to the Developer under the DDA) of the liability of the Developer other than full performance of the Guaranteed Obligations; (d) diligence in enforcement and any and all formalities which might otherwise be legally required to charge the Guarantor with liability; and (e) all diligence in collection or protection and all presentment, demand, protest and notice of protest, notice of dishonor and notice of default.

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

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

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

11. This Guaranty is a guaranty of the performance and payment of certain obligations contained and provided for herein by the Guarantor, and the Guarantor shall be personally liable for any claims by the City against the Developer with respect to the Guaranteed Obligations. Nothing contained herein shall limit or otherwise impair the Guarantor's obligation to pay to the City, upon demand, all fees and costs (including, without limitation, attorneys' fees

and disbursements) incurred by the City in instituting and/or maintaining any action for damages or specific performance against the Guarantor pursuant to the terms of this Guaranty.

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

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

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

15. Until the Guaranteed Obligations have been performed in full, the Guarantor shall have no right of subrogation, and hereby waives any right to enforce any remedy that the City now has or may hereafter have against the Developer and waives the benefit of, and any right to participate in, any security now or hereafter held by the City from the Developer, except to the extent such security remains after full performance of the Guaranteed Obligations.

16. This Guaranty shall terminate upon the satisfaction of both the issuance by the City of the Release of Construction Covenants pursuant to the DDA and full payment by Developer of the financial obligations constituting the Payment Obligations.

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

18. Each reference herein to "City" shall be deemed to include The City of Culver City in its capacity as the City under the DDA, and each of its successors and assigns; and all of the provisions of this Guaranty shall run in favor of said named City and its said successors and assigns.

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

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

21. In addition to any other rights or remedies, the parties hereto may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Guaranty. Such legal actions must be instituted

in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court of that county, or in the Federal District Court in the Central District of California.

22. In the event that any legal action is commenced by the Guarantor against the City, service of process on the City shall be made by personal service upon the City Manager, or in such other manner as may be provided by law. In the event such legal action is commenced by the City against the Guarantor, service of process on the Guarantor shall be made by personal service upon ________________ for CPI and _______________ for Hudson, and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

23. Time is of the essence hereof.

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

25. This Guaranty may be executed by the Parties hereto in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

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

[Signatures on Following Page]

COMBINED PROPERTIES, INCORPORATED,
a District of Columbia corporation

Date: ______________________ By: _______________________________________
Marianne Lowenthal
Executive Vice President,
Development & Acquisitions

HUDSON PACIFIC PROPERTIES, L.P,
a Maryland limited partnership

By: Hudson Pacific Properties, Inc.
a Maryland corporation,
its general partner

Date: ______________________ By: _________________________________
Name: _______________________________
Title: ________________________________

[Signatures Continue on Following Page]

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

THE CITY OF CULVER CITY,
a charter city of the State of California

Dated: ________________________ By: ______________________________________
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: ________________________________
Sol Blumenfeld
Community Development Director

ATTEST:

By: ________________________________
City Clerk

APPROVED AS TO FORM:

By: ___________________________________
Carol Schwab
City Attorney

By: ___________________________________
KANE, BALLMER & BERKMAN
City Special Counsel

ATTACHMENT NO. 13

PUBLIC PARKING DESIGN SPECIFICATIONS

[See Attached]

ATTACHMENT NO. 13

PUBLIC PARKING DESIGN SPECIFICATIONS

The Public Parking Design Specifications include the design criteria to which the Developer (defined below) shall design and construct the Public Parking Improvements in accordance with the Disposition and Development Agreement ("DDA") entered into by and between THE CITY OF CULVER CITY, a charter city of the State of California ("City"), and COMBINED/HUDSON 9300 CULVER, LLC, a Delaware limited liability company ("Developer"), dated on or about January 31, 2012, and in accordance with the Development and Construction Contract for Public Improvements ("Public Improvement Contract") to be entered into by and between the City and the Developer by the Closing (defined in the DDA) pursuant to the DDA. The Public Parking Improvements will be built within the City Parcel (defined in the DDA) and partially within the Developer Parcel (defined in the DDA) also known as "Parcel B", and the Public Parking Improvements will be owned by the City.

I. DESIGN CRITERIA

A. <u>Building Codes:</u>
The Developer assumes the sole responsibility for insuring that all design, construction and installation conforms to the California State Building Code and to all applicable provisions of the latest Building, Zoning, Plumbing, HVAC, and Electrical Codes as adopted and amended by the City of Culver City.

B. <u>Facility Description:</u>
The Developer's proposed development, as described in the DDA, and the Scope of Development attached to the DDA as Attachment No. 3. The development includes one level of below ground parking, which is comprised of approximately 100 public spaces and approximately 98 private spaces. The public spaces will be located within the City Parcel and partially within the Developer Parcel and the private spaces will be located within the Developer Parcel.

The primary use of the Public Parking Improvements portion of the Parking Improvements structure is for the self-parking of passenger vehicles with certain areas devoted to dedicated stairs and elevators for the vertical circulation of pedestrians within the Parcel B Improvements and subterranean parking level.

The public parking level is designed as a partially open "mechanically ventilated" parking structure of Group S3 occupancy, per the California State Building Code. The one level subterranean parking is designed for a two-way traffic flow with majority of spaces situated in the two-way aisles with 90° angle of parking. Vertical vehicular circulation will be via an express ramp, located within the Access Road. The express ramp shall be designed to rise one level per run, with the ramps to all levels stacked, up to the Level 7 parking.

C. <u>Dimensions and Clearances:</u>
The minimum vertical clearance from the finish floor to the finished ceiling shall be 9'-0". The minimum vertical clearance to underside of any structural element, ductwork, piping or other obstruction shall be 8'-2" at drive aisles. Generally, there may be eight to ten drop beams crossing over the drive aisles as required to support the building structure. The Developer shall use reasonable efforts to minimize the number of drop beams crossing drive aisles in the final design. Drop beams over drive aisles providing access to handicapped

spaces are prohibited. Frame beams between parking spaces may encroach to 7’-0”. The structural system utilized shall further provide for installation of lighting and piping above the 8'-2" minimum clearance required. Sleeves through beams are required where horizontal pipe runs thru beams are necessary.

D. Parking Spaces:

The structure shall provide approximately 200, non-tandem spaces, including 2 accessible stalls per State of California Building Code Title 24 (ADA) requirements, and as many as feasible motorcycle parking stalls and bicycle parking spaces. To the extent feasible, the Developer shall use reasonable efforts to increase the number of spaces beyond the 200 spaces in the final design.

1. Parking spaces shall be a minimum of 8'-6" x 18', except stalls located between stalls measuring 9’0”-wide can be reduced to 8’3”-wide. All stalls adjacent to any obstructions (columns, walls…) shall be minimum 9’-0” wide.
2. The base number of parking spaces shall be accessible for self-parking; i.e., no spaces shall be "buried", or situated in such a manner that it would become necessary to move another car to utilize the parking space.
3. Minimum drive aisle widths for 90 degree angle of park to be 27’-0”.
4. Minimum 15’ inside turning radius shall be provided at the top and bottom of ramps to ensure the proper ease of movement for vehicles. For a minimum of 30% of all 630 spaces, all columns located in between parking rows shall be located with minimum 2’ setback from the face of the column to the edge of the drive aisle.
5. Final plans must be approved by the City of Culver City.
6. Parking for persons with disabilities shall conform to the State of California Building Code Title 24 (ADA) requirements. In addition, disabled persons exiting a vehicle must not pass behind any vehicle other than their own. A dedicated accessible path shall be provided.
7. Motorcycle parking spaces shall be a minimum of 3’ wide x 8’ Long.

E. Ramp / Floor Slopes:

Express ramps shall not exceed a 14% slope. Transition ramps shall not exceed a maximum of 8% slope. Ramp slopes over 10% are required to have 12' long transitions at the top and the bottom. Minimum floor slope shall be 1% at all points. Floors are to be sloped to interior drains.

F. Drainage:

Provide a trench drain at the bottom of each entry or exit ramp into the parking structure and appropriate drainage, provided such appropriate drainage does not drain to the bottom of each entry or exit ramp. The parking structure shall be designed in such a manner that each floor shall be sloped locally toward drains to provide drainage for water blown in through unprotected or exposed exterior wall openings during inclement weather. The floor slope towards the drain shall be 1% minimum to insure positive drainage. Minimum floor slopes must consider any camber in the floor system to insure positive drainage.

The drainage shall comply with the Storm Water Development requirements in the Storm Water Management and Discharge Control Ordinance, the City's SUSMP, and the City's grading and drainage regulation and implementing documents.

G. Deck Surfacing:
Approved slip-resistant epoxy or elastomeric membrane waterproof wear coating shall be applied to all slabs over construction joints, storage rooms, electrical rooms, elevator equipment rooms and any other areas not used solely for the parking of passenger vehicles. All traffic membrane areas shall have a UV/wear-resistant abrasive finish.

Minimum thickness for 2 coat epoxy systems to be 42 mils minimum or 3 coat urethane coatings to be 70 mils at all vehicular traffic areas. At pour strips provide coating over an area 12" beyond each side of said pour strip.

Provide inspection reports and manufacturer warranty for waterproofing.

H. Stairways and Exits:
The number and location of stairways and exits, as well as the stairway construction shall conform in all details to the minimum requirements of the California State Building Code, and other adopted regulations. All stairways shall be enclosed with a 2-hour rating and contain vision windows on the exterior side of the building consistent with the building's architecture (as depicted in the Basic Concept and Schematic Drawings).

All treads and intermediate landings shall be concrete and shall have non-slip surfaces. All treads nosing pieces shall be beveled or rounded (No sharp corners) as part of the tread pan assembly.

All hand railings, guardrails (if installed), stringers and metal stair components shall have joints continuously welded and ground smooth. Steel shall be galvanized or shop blasted and primed with a zinc-rich epoxy primer and site top coated with a polyurethane steel coating system. Handrail ends shall be turned against the adjacent walls and (if pipe or tube) capped. All embeds and sleeves encased in concrete or masonry shall be galvanized after fabrication. All railings shall be painted. Color to be selected and approved by the City (i.e. Grey).

I. Elevators:
Provide two 3,500 lb., 350 ft. /min., for the primary use of the public parking and accessory access from the Parcel B Improvements podium level, and a single 3,500 lb., 350 ft. /min., elevators located on the northwest corner of the parking levels for the primary use of the public parking, with accessory access from Parcel B Improvements podium level. The elevators must be designed to serve all levels for both locations.

1. Elevator Finishes—Doors and frames shall be brushed stainless steel. Interior cab finishes shall be brushed stainless steel, with non-slip ceramic tile flooring. Tile size and color to be identified by the City.

Elevators are for public use at all times by using the elevator call buttons. Elevator glass shall be etch free and vandal proof.

2. Reference Standards—Compliance with Regulatory Agencies shall include the most-stringent applicable provisions of following Codes and/or Authorities, including revisions and changes in effect on date of these specifications.
   - CCR Title 8, Subchapter 6, Elevator Safety Orders (Register 79, No. 1, 1-6-79 with all update amendments);
   - Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks, AMSE/ANSI A17.1;
   - Inspectors' Manual, AMSE/ANSI A17.2;
   - California Electrical Code;
   - Life Safety Code, NFPA No. 101;
   - The California Elevator Safety Construction Code, CCR Title 24, Part 7;
   - Handicapped Code, Title 24, CCR Part 2, and American with Disabilities Act (ADA); and
   - Requirements of and any other Codes, Ordinances and Laws applicable within the governing jurisdiction.

J. Subterranean Ramp Screening:
The materials and design of the subterranean ramp screening to be determined and approved by City after the samples have been provided.

K. Security:
The vehicular entries and exits must be able to be secured with powered, key operated roll-down security grilles. The area will require 3 individual grilles that can be operated separately, for operational flexibility. The grille type, material, and finish will be determined by the City.

Maximum surveillance of parking floor is essential to obtain adequate security. For this reason interior walls and obstructions must be kept to a minimum.

Provide all conduit, wiring and cameras for a complete CCTV system. The cameras shall be located at stair and elevator cores on every level, to provide full coverage of the area. Cameras will be required inside the elevator cabs. Cameras will also be required at the vehicular entries and exits aimed so that the license plate and drive can be recorded. Additional cameras will potentially be required within the parking floors. The cameras shall be pan-zoom-tilt, bubble style with vandal proof enclosures/casing. The total number of cameras and final locations will be determined by the City. As part of CCTV system, provide connection for the video signal from cameras to a Security and/or Parking Control Office to be designated by the City. Specifications for the camera system will be provided, as an attachment to this document, by the City (at a later date).

Blue light Emergency Phones shall be provided in every elevator lobby, on every floor.

All light fixtures, plumbing items, signs and other equipment shall be installed with "tamper-proof" hardware to minimize vandalism and theft.

L. Signs and Graphics:
Overhead traffic directional signs will be required. Interior signs to be Sintra with painted background and 3M reflective sheeting for sign copy. Pedestrian way finding signage within the garage will be required.

Identification of each parking level through use of graphics, 2’ wide color band on each column, letters, numerals, etc. on columns, and elevator doors shall be provided. The City to determine and approve the colors and design. Parking structure exterior and interior, illuminated and non-illuminated vehicular and pedestrian directional signage and graphics shall be provided subject to receiving approval from the City.

Exterior signage shall conform to City requirements, and consist of the following:

1. A projecting sign consisting of individual 4’ by 4’ square internally illuminated sign cabinets spelling out “P-A-R-K” (one letter per cabinet), shall be located on the exterior building wall edge immediately north of the public parking garage access along Eighth Avenue and depicted on Basic Concept and Schematic Drawing page number 8.04. The top of the “P” letter cabinet shall not be placed above 65’ in height; the bottom of the “K” letter cabinet shall be no lower than the general floor level of the project’s Level 3. The letter cabinets shall be spaced approximately 1’ from each other, and approximately 1’ from the face of the exterior building wall on supports compatible with building architecture. Sign shall not project more than 5’ from property line. Letter font shall be “Interstate Bold.” Letters shall be white on teal background (teal color specification is “3M Scotchcal Series 230-246.” Letter height shall be 2’-9”.

2. A projecting sign meeting the requirements of number 1 (above) shall be located on the exterior building wall edge at the corner of Eighth Avenue and Market Street (perpendicular to the Market face of the building wall) and depicted on Basis Concept and Schematic Drawing page number 8.03. A 2-SF arrow (“Interstate Bold” font) shall be installed at the bottom of the “K” letter cabinet. The arrow shall be individually-shaped and not within a cabinet, and meet the color specifications for letters noted above.

3. A wall-mounted sign consisting of individual letters spelling out “PUBLIC PARKING” shall be located on the face of the exterior building wall located immediately above the public parking garage driveway. Letter font shall be “Interstate Bold” and be all capital letters.

M. Parking Control System:
The parking structure access is provided thru 3 entry / exit lanes, one dedicated entry lane, one dedicated exit lane and one reversible lane (equipped to allow for reversible operation).

Provide Amano McGann public access system consistent with other City parking structures with automatic gates, ticket dispensers, red/green ball-type traffic control lights and cashier/attendant booth with the required equipment and intercom system. The booth type, size, and finishes to be determined and approved by the City.

In addition, the system shall provide employee/staff card access with card readers, transponders, nested areas and other required Parking Control System equipment.

Developer must provide for the complete Parking Control System to be On-Line to the Ince Parking Structure parking management control office located at 9099 Washington Boulevard in Culver City, California.

Developer must provide a complete revenue control system with ticket dispensers, automatic fee calculation, cashier booth, and a complete automatic count system, including but not limited to, buried detector loops, count monitoring system, illuminated signs at entry, etc. to advise parkers as to how many spaces are available as they are entering the parking structure.

Specifications for the Parking Access and Revenue Control Equipment will be provided, as an attachment to this document, by the City (at a later date).

N. Miscellaneous Metal:
Trench and area drain assemblies, pipe sleeves, embeds, supports, miscellaneous supports, anchorages, etc. encased in or in contact with concrete or masonry, shall be galvanized. Where the Design Criteria indicate that metals are to be painted, surface preparation, priming and steel coating will conform to the 80% Construction Drawing specifications.

O. Hollow Metal Doors and Frames:
Hollow metal doors and pressed metal frames as required.
Doors and frames, to be color code painted as selected by the City. Provide U.L. Fire Rating labels where required.
Doors shall be fabricated of cold-rolled galvannealed furniture steel with 18 gage minimum face sheets and shall be used for all rooms and where required by applicable Building Code.
Frames shall be welded type steel frames, fabricated of cold-rolled galvannealed furniture steel; 16 gage steel for 3'-0" openings, 14 gage over 3'-0".

P. Finish Hardware:
Locksets, latch sets, etc., shall be heavy-duty Lever Series type with removable 6 pin core as approved to match other hardware used by the Developer. All locksets shall be keyed to the City’s standards.

Q. Painting:
Paints shall be as manufactured by Dunn-Edwards, Frazee, ICI Dulux, Sherwin Williams, or other manufacturers will be acceptable subject to the City's prior approval and in conformance to specified systems in type and quality.

All ferrous and non-ferrous metals shall be protected by a steel coating system finish. Metals shall be either galvanized or primed with a zinc-rich epoxy primer followed by a High-build intermediate coat and a polyurethane topcoat.

Paint all concrete beams, ceiling areas and walls with primer and final coats.

Concrete form release agents shall be selected for compatibility with subsequent coatings. Paint colors to be selected from a full range of colors by the City.

R. Marking, Striping and Curbs:
Provide all labor and materials required for striping all parking spaces and for painting directional arrows for the parking space layout and traffic flow. All parking spaces shall be double striped using 4" painted lines. Precast concrete curb bumpers (wheelstops) are not required. Galvanized metal concrete filled bollards, as accessible sign post, will be required as barrier for these stalls. Concrete filled bollards will also be required, as barriers at the edge of exit / entry lanes, all access points to elevator / stair lobbies, providing separation and barrier between pedestrian and vehicular areas. Bollards shall be placed at 4’-0” O.C. Max. Pipe-guards are required to protect drain piping, exposed electrical boxes and conduits. All column corners in the path of vehicular travel or impact shall have galvanized metal corner guards, from slab to 30” AFF, as required by the City.

S. Storage / Electrical / Elevator Machine Rooms:
To be provided as required. Lighting, fire protection system and HVAC of rooms shall be as required by applicable codes and ordinances.

T. Level 1 (Street Level) Elevator Lobby:
All flooring, light fixtures, wall finishes, the glass window between the lobby and the entry drive lane to be designed by architect upon the Owner’s direction.

U. Operations Area:
An operations area consisting of the following five components shall be located on Level 1 (Street Level) immediately north of the vehicle entry and exit lanes along Eighth Avenue:

V. Police Bicycle Storage Space (if provided)
A police bicycle storage space, with a minimum area of 370 S.F., shall be built. Access to the storage space shall be through the public parking areas of the structure. The storage space tenant improvements shall be determined and approved by the City and the Culver City Police Department.

II. INTERIOR TREATMENTS

A. Columns, Beams and Underside of Slabs:
To have surfaces smooth free of fins and projections, rock pockets, or pin holes and voids greater than 3/16" filled. Surfaces shall be sacked if necessary to achieve uniform smooth

finish and painted. Ceiling soffits shall be free of deck panel buttons, have all nails/staples, bolts, wood form chips and other projections removed and all voids filled to match color and texture of adjoining concrete. Form all soffit/slab edges above grade exposed to the exterior with a continuous uniform drip 4" from edge.

B. Floors:
Finish with steel trowel, finish in rotary pattern to obtain heavy/coarse sweated swirl finish with ¼" ridges, on parking floors. Provide sample panel for the City's approval. All stair / elevator stops on the upper levels to be finished in ceramic tiles. All walls in these areas shall also be finished. All finishes, wall finishes or other upgraded finishes to be selected and approved by the City.

C. Concrete Walls:
Walls shall have all fins and projections removed and voids filled. Walls shall receive an architectural "sack finish" and be painted. Exterior corners are to be chamfered. Horizontal form joints shall be covered by reveals. Provide reveals as required.

D. Concrete Block Walls:
All CMU walls shall be 8" x 8" x 16" standard concrete masonry units fully grouted with required reinforcing. All CMU walls shall be painted. All CMU walls in the immediate vicinity of the elevator (what would be the elevator lobby area – similar to the tiled floor landing area) shall receive an enhanced finish.

E. Vehicular Restraint:
Vehicular restraint shall be provided by cast-in-place concrete or precast concrete spandrels, or as otherwise selected, with review and approval of the City.
Any spandrel connections shall be galvanized and concealed in grout pockets or in curbs.
Spandrels shall be designed in accordance with the minimum standards of the
California State Building Code for vehicular impact loads and heights.

F. Building Entries/Exits:
Building entry and exit area finishes shall be determined in conjunction with and approved by the City.

G. Fencing (if provided):
Any fencing material used within the interior portions of the public parking garage shall be vinyl-coated chain link, with posts and all other members painted to match the vinyl coating color, unless another material is approved by the City.

III. PLUMBING AND FIRE PROTECTION SYSTEMS

All plumbing work shall conform to all applicable codes and ordinances of the City of Culver City and State of California.

Provide required standpipe systems, sprinkler system, storm sewer system and storm drain connections.

Interior emergency floor drain system connected through vertical interior storm drain risers and conducted through horizontal below grade storm drain piping to the site drainage system.
Provide storm water grease/oil, sand interceptor or fossil fuel filter system per code conformance with storm water mitigation requirements.

Any sprinkler system that may be necessary, the use of horizontal pipe runs in excess of five feet must be approved by the City.

Provision of fire protection systems shall be provided in conformance with applicable codes, Fire Department regulations and local authority's approval. Provide fire extinguishers as required by the Fire Department and agreed to by the City. Per City of Culver City and Uniform Fire Code, provide sprinkler system. Standpipes are required at stairwells. The sprinklers and standpipes shall be interconnected to form a "combined system". All piping to be cleaned and painted.

IV. ELECTRICAL

The electrical work to be provided shall include the furnishing of all labor and materials for a complete and operable electrical system for the parking levels. Provide a separate meter for the City parking levels.

Prepare detailed electrical drawings showing the lighting system, power supply, circuitry, and appurtenant electrical work. All electrical work shall conform to all applicable City and State Codes and Ordinances.
All contractors proposed alternates shall be approved in advance by the City. In the event the Contractor installs alternate materials or installation methods, differing from the approved plans, that are not acceptable to the City, the Contractor shall make the necessary corrections or do the additional work required, or both, at no additional cost to the City.

A. <u>Electrical Service:</u>
Provide primary conduit /feeder, medium voltage transformer and secondary conduit/feeder to main parking structure meter and switchgear. Meter, switchgear, and all panel boards are to be located in the electrical room. Serving voltage to be 277/480 V-three phase, 4 wire. Provide dry-type transformers as required. Power wiring and disconnect switches to be provided and installed for each circuit. Secondary voltage is 120/208, 3 phase, 4 wire. Provide power wiring for convenience outlets at each elevator on each level, storage room, electrical room and elevator equipment rooms. Provide telephone switchboard in electrical equipment room and phone service to elevator cab, and to top and bottom Level of the shaft near each elevator. Confirm other phone service locations with the City.
Provide additional circuits as required for the operation of the parking control equipment. All transformers and meters shall be located underground or behind the property lines, screened from public view.

B. Emergency Power:
Provide emergency power to elevators, sump pumps, mechanical ventilation system and emergency lighting per applicable codes.

C. Lighting:
Drawings of the Entry (Ground) Level and a Typical Level showing the lighting layout and the computer generated point by point photometrics for each level, must be submitted for City's review and approval. Lighting layout and controls shall have the capability of providing the following minimum maintained foot-candle levels measured at the floor (or as required by Codes):

	Average Maintained
Interior driving aisles	10.0
Interior parking areas at vehicle door	5.0
Interior parking areas at front of each vehicle	1.0
Stairways, elevators, elevator lobbies	20.0
Entry / exit areas	50.0

Light distribution is important. The average maintained maximum to minimum ratio must not exceed 10:1.
Provide lighting panel-boards adjacent to the main switchboard. Circuits to be time switched by programmable lighting controller.

D. Light Fixtures:
Parking area fixtures will all be Fluorescent Fixtures. The fixtures shall be energy efficient fixtures, meeting LEED standards. Fixtures in rooms will be florescent with zero degree electronic ballasts and T-8 lamps.

V. MECHANICAL

Provide mechanical ventilation system in accordance with the State of California Building Codes. Where possible the system should be a "Push-Pull" system to avoid any unnecessary ductwork. Mechanical fans to be variable speed and controlled with a Carbon- Monoxide Monitoring System.

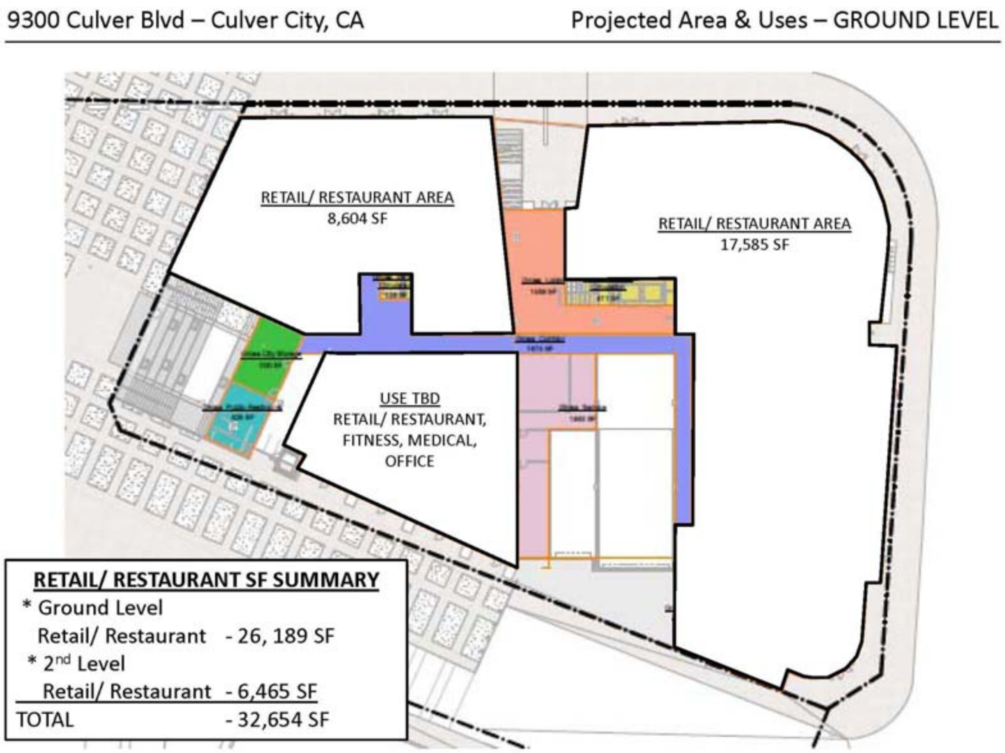
ATTACHMENT NO. 14

CONCEPTUAL PLAN OF RETAIL AND RESTAURANT SPACE

[See Attached]

ATTACHMENT NO. 14

CONCEPTUAL PLAN OF THE RETAIL AND RESTAURANT SPACE



ATTACHMENT NO. 15

LIST OF PRE-APPROVED TENANTS

[See Attached]

LIST OF PRE-APPROVED TENANTS

January 2012

(9300 Culver Boulevard – *Qualifying Tenants)*

Clothing/Shoes/Jewelry/Acc.	50 Digs	100 Kenneth Cole New York	150 Quicksilver
1 7 For All Mankind	51 DNA	101 Kicks	151 Ralph Lauren
2 A|X Armani Exchange	52 Dosa	102 Koi	152 Rampage
3 Adidas	53 Eggy	103 Lacoste	153 Rebel
4 Agnes B	54 Eileen Fisher	104 Laundry By Shelli Segal	154 Reinstein/Ross
5 Aldo	55 Eli Thomas for Men	105 Lazaro Jewelry & Home Acces.	155 Replay
6 Alexia Crawford Accessories	56 Elisa	106 Lesportsac	156 Robert Lee Morris
7 Allen Edmonds	57 Em& Co.	107 Levi's	157 Robert Marc Opticians
8 American Eagle Outfitters	58 Epic Apparel	108 LF	158 Rolling Robots
9 Ann Taylor Loft	59 Ernest Sewn	109 London Sole	159 Rosie Pope Maternity
10 Anne Fontaine	60 Ever	110 Look! Optical	160 San Francisco Shirt Company
11 Annie Creamcheese	61 Eye Society	111 Lovella Bridal	161 SelimaOptique&Accessories
12 Anthropologie	62 Facial Index	112 Lucky Brand	162 Sketchers
13 Anubee Children’s Boutique	63 Flying A	113 Lucy	163 Smith Alder
14 Arche	64 Flying Lizard Designs	114 LululemonAthletica	164 Spazio
15 Ash Francomb	65 Foravi	115 M0851	165 Sports Footwear
16 Athleta	66 Fragments	116 Madewell	166 St. Croix
17 Barneys New York CO-OP	67 Franco Uomo	117 Malo	167 Stade
18 BCBG Max Azria	68 Free People	118 Marc Jacobs	168 Steve Madden
19 Beach Bunny	69 French Connection	119 Marithe + Francois Girbaud	169 Steven Alan
20 Beau Bijou	70 FrontRunners	120 Max Studio	170 Stuart Moore
21 Becker Surf	71 Furla	121 Maxmara	171 Stuart Weitzman
22 Belenky Brothers	72 Gap	122 Michael Stars	172 Sunglass Hut
23 Betsy Johnson	73 Gap Body	123 MiuMiu	173 Swatch
24 Big Buddha	74 Georgiou Studio	124 Moondance Jewelry	174 Swiss Army
25 Blue Jean Bar	75 Gilly Hicks	125 Morgenthal-Frederics Opticians	175 Ted Baker
26 Boca Men and Women	76 Guess by Marciano	126 Myoptics	176 The Blue Jeans Bar
27 Boutique Fushia	77 H&M	127 Nanette Lepore	177 The Hundreds
28 Boutique Harajuku	78 Hlaska	128 Nike	178 The Walking Company
29 Brandy Melville	79 IceBreaker	129 North Face	179 Timberland
30 Buffalo Exchange	80 Il Bisonte	130 Oakley	180 Tommy Bahama
31 By George	81 Ilori	131 Old Focals	181 Toms
32 Calleen Cordero	82 Irene's Story	132 Olive And Bette’S	182 Top to Top
33 Calvin Klein	83 Ivan Grundahl/Linea S	133 Oliver Peoples	183 Topman
34 Calypso St. Barth Home	84 James Perse	134 Onassis	184 Topo Ranch
35 Camper	85 J Crew (New Concept)	135 Original Penguin Soho	185 Tourneau
36 Chico's	86 J. Crew	136 Orvis	186 True Religion
37 Christopher Fischer	87 J’adore Paris	137 Patagonia	187 Tse
38 Citizens for Humanity	88 Jack Spade	138 Penelope Boutique	188 Union Made
39 Club Monaco	89 Jest Jewels	139 Pharmacy Board Shop	189 Unis
40 Cole Haan	90 Jill Platner	140 Phat Farm/Baby Phat	190 United Colors Of Benetton
41 Crumpler	91 Joan's on Third	141 Pink Stripes	191 Urban Outfitters
42 Custo	92 Joe's Jeans	142 Pitaya	192 Vajra Collection
43 Custo Barcelona	93 John Varvatos	143 Platt Boutique Jewelry	193 Vera Bradley
44 D.L Rhein	94 Johnny Cupcakes	144 Pleats Please Issey Miyake	194 Versani
45 Dan Deutch Optical Outlook	95 Juicy Couture	145 Popkiller	195 Via Spiga
46 David’s	96 K.Swiss	146 Prana	196 Weathervane
47 Dean's Leather	97 Kaitlyn	147 Pretty Ballerinas	197 XXI Forever
48 Denim Bar	98 Kaori'S Closet Tokyo	148 Puma	198 Zina
49 Diesel	99 Kate Spade	149 Push	

LIST OF PRE-APPROVED TENANTS

January 2012

(9300 Culver Boulevard – *Qualifying Tenants)*

Home Furnishings	**Specialty Store/Services**	296 Papyrus	344 Left Bank Brasserie
199 CarrolBoyes	247 100% Pure	297 Priscilla of Boston	345 Lemonade
200 CB2	248 Amorepacific	298 Pure Beauty	346 Literati Café
201 Crate & Barrel	249 Apple	299Pylones	347 Lovebirds Café
202 Flou*	250 Art of Shaving	300Rasputins Records	347 Madame Chocolat
203 Hastens*	251 Atelier, AVEDA Lifestyle Salon Spa	301Senna Makeup Studio	348 Market Gourmet
204 Jonathan Adler	252 Bang And Olufsen	302 Sephora	349 Meatball Shop
205 Kreiss Collection*	253 Bare Escentuals	303 Skincare Lab	350 Mendocino Farms
206 LigneRoset*	254 Barnes and Noble	304 Sony	351 Mini Bay Cities
207 Luce Plan*	255 Bella Cures	305 Swatch	352 Novel Café
208 Maclaren	256 Bellarmine Salon	306 Vintage Wine Merchants	353 Pasta Pomodoro
209 MaisonParadi	257 Benefit	307 W's Salon	354Petros
210 Michele Varian	258 Bliss	308 White Lilac	355 Pierre la Fond
211 Modernica*	259 Boffi	309 Optometrist Office	356 Pizza Antica
212 Module R	260 BrujaBotanica	310 Dentist Office 360 Pluto's	357Porta Via
213 Montauk Sofa*	261 Cohiba Cigar Lounge		358 Potato Corner
214 Moroso*	262 Cork	**Dining/Restaurant/Lounge**	359 Richie Palmer's Pizzeria
215 Poltrona Frau*	263 CosBar	311 5 Napkin Burger	360 Rosa Mexicano
216 PomPom	264 Dry Bar	312 7 Grand	361 Rosie McCann's Irish Pub & Rest.
217 Property*	265 Empty Vase	313 800 Degrees	362 Roux Louisiana Kitchen
218 Restoration Hardware	266 Face Stockholm	314 Ahn-Joo	363 Santa Monica Seafood
219 Rooms and Gardens*	267 Village Dental	315 Amber India	364Silvergreens
220 Sur la Table	268 Floral Art	316 Beard Papa's	365 Sino
221 The Container Store*	269 Floyd's Barbershop	317 Blowfish Sushi	366 Spotted Pig
222 The Shade Store*	270 Gilly Hicks	318 Bottega Louie	367 Straits
223 Vera Bradley	271 Hairroin Salon	319 Boudin	368Tartinery
224 West Elm	272 Hastens*	320 Bread Bar	369 The Counter
225 Williams Sonoma	273 Hennessey + Ingalls	321 Burger Lounge	370 The Curious Palate
226 Z Gallerie	274 Ideal Image*	322 Café Almadine	371 The Gypsy Den
	275 Ingo Mauer	323 Chi Dynasty	372Thea Mediterranean Cuisine
Sweets/Dessert	276 InSpa	324 Cocola Bakery & Café	373TrattoriaAmic
227 21 Choices	277 Jacob Maarse	325 Consuelo Mexican Bistro	374 Umami Burger
228 Babycakes	278 Keetsa*	326 Coral Tree	375Urth Café
229 Bennett's	279 Kiehl's	327 CrepeMaker	376Village California Bistro & Wine Bar
230 Bulgarini Gelato	280 KLEUR Nail Art Studio	328 D'Angelo	377Vintage Wine Bar
231 Crumbs Bake Shop	281 Laser Away*	329 Dean & Deluca	378Wahoo's Fish Taco
232 Kara's Cupcakes	282 Lather	330 Deluca's Italian Deli	379Wonderlust
233 LetteMacarons	283 Lavande Nail Spa	331 Eataly	380Yankee Pier
234 Menchie's	284 L'Occitane	332 El Jardin Tequila Bar & Rest.	381 Yard House
235 Milk	285 MAC Cosmetics	333 Frida Mexican Cuisine	
236 Pazzo Gelato	286 MaiDo	334 Granville Café	**Fitness/Studio**
237 Pinkberry	287 Malin& Goetz	335 Hatfield's Sycamore Kitchen	382 Club One Fitness
238 Platine Bakery	288 Nail Bar	336 Huckleberry	383 Curves
239 Sprinkles	289 Nixon	337 It's All About the Bread	384 Flywheel
240 Suzie Cakes Market	290 Olin Avenue	338 Jewel City Diner	385 Karina Smirnoff Dance
241 Sweet Rose	291 Optical Illusions	339Katsuya	386 Soul Cycle

LIST OF PRE-APPROVED TENANTS

January 2012

(9300 Culver Boulevard – *Qualifying Tenants)*

242 Swenson's	292 Ora Gold	340Katwalk	387 YAS Fitness Center
243 Temptations	293 Origins	341 La Boulange	388YogaWorks
244 Twirl	294 Paper Source	342 LB Steak	389 Bar Method
245 Yogurtland	295 Dan Deutsch Optical Outlook	343 Le Pain Quotidien	390 Pop Physique
246 Nice Cream			
*** First Floor Use Prohibited**			

RESOLUTION NO. 2012-R___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING THE SALE OF 9300 CULVER BOULEVARD PURSUANT TO THAT CERTAIN DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CULVER CITY AND COMBINED PROPERTIES INC. / HUDSON PACIFIC PROPERTIES INC.

WHEREAS, 9300 Culver Boulevard is located in Component Area No. 3 of the Culver City Redevelopment Project Area ("the Project Area"), the disposition and development of which is included in the Culver City Redevelopment Agency's ("Agency") activities for execution and implementation of the Redevelopment Plan for the Project Area; and

WHEREAS, the development of 9300 Culver Boulevard ("Parcel B") was considered as part of the Town Plaza/Screenland cinema, restaurant, retail and office project (the "Town Plaza Project") located at 9530 Washington Boulevard (Parcel A) and 9300-9310 Culver Boulevard (Parcels B and C, respectively); and

WHEREAS, the Town Plaza Project was considered in a Final Supplemental Environmental Impact Report (FSEIR), which was certified by the Agency on May 3, 1999, and approved as Site Plan Review, SPR P-1999044, by Planning Commission Resolution No. 2000-P0003 on January 31, 2000; and

WHEREAS, subsequent modifications to the Town Plaza Project were made as follows: Modification No. 1, approved on July 11, 2001, by Planning Commission Resolution No. 2001-P007; Modification No. 2, approved on February 13, 2002, by Planning Commission Resolution No. 2002-P001; and Modification No. 3, approved on July 11, 2007, by Planning Commission Resolution No. 2007-P012; and

WHEREAS, the development on Parcels A and C of the Town Plaza Project has been completed and the development of Parcel B remains pending. The approved development of the Parcel B portion of the Town Plaza Project (the "Parcel B Project") consists of the construction of a high quality, four-story structure accommodating pedestrian oriented restaurant/retail uses on the ground floor, retail/restaurant and office space uses on the floors above, 200 subterranean parking spaces, ample open space for outdoor congregating and dining, and appropriate streetscape, totaling approximately 115,108 gross square feet of building area; and

WHEREAS, in order to implement the Redevelopment Plan for the Project Area, the City proposes to sell Parcel B (the "Property"), which consists of real property located in the 9300 block of Culver Boulevard, identified as Lots 6-17 and 20-30 of Block 19, Tract 2444, pursuant to the terms and provisions of a certain Disposition and Development Agreement ("Agreement") by and between the City and Combined Properties Inc. / Hudson Pacific Properties Inc. ("Developer"); and

WHEREAS, the proposed Agreement contains all the provisions, terms, conditions and obligations required by State and local law; and

WHEREAS, the City has prepared, and the City Council has reviewed and considered, a summary report setting forth the cost of the Agreement to the City and including the sale of the Property to the Developer and has made said summary report available for public inspection in accordance with Section 33433 of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.); and

WHEREAS, pursuant to provisions of California Community Redevelopment Law, the City Council has noticed and held a duly noticed public hearing on the proposed Project and on the proposed Agreement; and

WHEREAS, in accordance with the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (Title 14, California Code of Regulations Section 15000 et seq.), and procedures adopted by the City relating to environmental evaluation of public and private projects, the City certified a Final Supplemental Environmental Impact Report (FSEIR) on May 3, 1999, which identified and analyzed the potential environmental impacts associated with the Parcel B Project; and

WHEREAS, the City Council has considered all terms and conditions of the proposed Agreement, and has determined that the sale of the Property pursuant to the proposed Agreement is in the best interests of the City and in accord with the public purposes and provisions of applicable State and local laws.

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

1. The City Council hereby finds and determines that the sale of the Property pursuant to the Agreement will assist in effectuating the purposes of the Redevelopment Plan for the reasons set forth in the summary report.

2. The City Council hereby finds and determines that the sale of the Property will assist in the elimination of blight and that the consideration to be paid by the Developers in accordance with the terms and provisions of the Agreement is not less than the fair reuse value of the Property.

3. The City Council hereby finds and determines that the sale of the Property pursuant to the Agreement complies with the Implementation Plan adopted for this Redevelopment Project Area pursuant to Section 33490 of the California Health and Safety Code.

4. The City Council hereby finds and determines that the FSEIR certified by the Agency on May 3, 1999, satisfies the requirements under CEQA, the circumstances under which the FSEIR was prepared and certified have not significantly changed, and no new significant information has been found that would impact the FSEIR; therefore, no additional environmental analysis is required in connection with the proposed sale and development of the Property and approval of the Agreement.

APPROVED and ADOPTED this ______ day of ________________, 2012.

____
MICHEÁL O'LEARY, MAYOR
City of Culver City, California

ATTEST:

____
MARTIN R. COLE, City Clerk

APPROVED AS TO FORM:

for CAROL A. SCHWAB, City Attorney

A12-00071