

REIMBURSEMENT AGREEMENT RELATING TO DESIGN SERVICES
FOR THE
PARCEL B IMPROVEMENTS AND PUBLIC IMPROVEMENTS

(City Contract No. _____)

THIS REIMBURSEMENT AGREEMENT RELATING TO DESIGN SERVICES FOR THE PARCEL B IMPROVEMENTS AND PUBLIC IMPROVEMENTS ("Agreement") is made and entered into this ____ day of _____, _____, 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"), with regard to the following: The City and Developer are also referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. On January 31, 2012, the City and Developer entered into that certain Disposition and Development Agreement (9300 Culver Boulevard), as subsequently amended by eleven (11) letter agreements (collectively, 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 and other documents expressly incorporated by reference in the DDA. The DDA is incorporated by this reference into this Agreement. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA.

B. Pursuant to 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") by sale to Developer, and 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 as provided for in the DDA (defined collectively in the DDA as the "Parcel B Improvements"), as more fully set forth in the DDA. In addition, as required by and in accordance with the DDA, Developer has agreed, in conjunction with the development of the Parcel B Improvements, to cause the development and construction of certain subterranean public parking improvements as provided for in the DDA (defined in the DDA as the "Public Parking Improvements") on, in primary part, certain real property owned by the City (defined in the DDA as the "City Parcel") and, in part, on the Developer Parcel, and to cause the development and construction on the City Parcel of certain public improvements relating to the expansion of the Town Plaza Project (defined in the DDA as the "Town Plaza Expansion Improvements"), as more fully set forth in the DDA. The Public Parking Improvements and the Town Plaza Expansion Improvements are collectively referred to herein as the

“Public Improvements”. The private parking improvements to be constructed as part of the Parcel B Improvements and the Public Parking Improvements are collectively defined herein as the integrated “Parking Improvements”. The Developer Parcel and the City Parcel are collectively defined in the DDA as the “Site”.

C. In furtherance of the terms of the DDA in connection with Developer’s development and construction of the Parcel B Improvements and the Public Improvements (collectively, the “Project Improvements”) on the Developer Parcel and the City Parcel, the City and Developer desire to enter into this Agreement for Developer’s retention of skilled and competent consultants to perform the necessary design work, construction observation services and other related services for the proposed Project Improvements and for the City’s reimbursement of its proportionate share of the costs incurred by Developer for such design work, construction observation services and other related services apportioned and allocable to the Public Improvements as further detailed in this Agreement.

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

Section 1. RETENTION OF CONSULTANT; DEVELOPER SUPERVISION.

A. Developer shall retain the services of those Consultants identified in Exhibit “A” attached hereto and incorporated by this reference into this Agreement and/or other licensed, skilled and competent consultants in place thereof or in addition thereto that are acceptable to the City prior to Developer’s retention of same (individually, a “Consultant” and, collectively, the “Consultants”), to prepare and complete the planning and design work and perform the construction observation and other related services for the proposed Project Improvements on the Site generally identified in the Site Plan attached hereto as Exhibit “B” and incorporated by this reference into this Agreement.

B. Developer shall exercise good faith and reasonable efforts to manage and supervise the performance of the Services (as defined below) by the Consultants in accordance with the terms of the respective Consultant Contract entered into by and between Developer and the applicable Consultant (“Consultant Contract”) for the provision of the Services. If Developer or its employees becomes aware or has actual knowledge of any uncured default or breach by a Consultant in the performance of its obligations and responsibilities under the respective Consultant Contract, Developer shall notify the City of such default or breach and, if necessary to protect the rights of Developer and/or City under that Consultant Contract, shall exercise its remedies under that Consultant Contract up to and including termination of that Consultant Contract, whereupon Developer will cause completion of those Services with a replacement Consultant that is reasonably acceptable to the City prior to Developer’s retention thereof. Developer shall periodically consult with the City on the progress of the planning and design work being performed by the Consultants including, without limitation, at all design submission review points specified in the DDA and the Schedule of Performance attached to the DDA as Attachment No. 4, as the DDA and Schedule of

Performance are amended and may be amended according to their terms. Developer shall deliver to the City copies of any notice and correspondence to or from the Consultants with respect to the Services that have a material impact upon the design or development of the Public Improvements and/or indicates an error or potential error in any resulting Services or plans.

C. Notwithstanding any other provisions herein contained in this Section 1, it is agreed and understood that Developer is not a licensed general contractor, construction contractor, architect, engineer or environmental expert and Developer is not expected to personally act as a licensed general contractor, construction contractor, architect, engineer or environmental expert with regard to the Services. Nothing contained in this Agreement shall be deemed to require Developer to personally perform any act which would constitute the rendering of professional architectural, engineering, laboratory testing, or other licensed professional services.

Section 2. SCOPE OF SERVICES.

A. The Services to be performed by each Consultant shall include planning and design work for the proposed Project Improvements including, without limitation, all tasks, obligations, and services for schematic design, design development, and construction documents, and construction observation services as further specified and described in each Consultant Contract, including, without limitation, the scope of services attached to that Consultant Contract (the "Services"), which scope of Services shall be subject to the City's prior reasonable approval. Depending on the nature of the specific Services rendered by each Consultant, the Services will include, where applicable, four (4) Phases: (1) Schematic Design, (2) Design Development, (3) Construction Documentation (including bidding and negotiations), and (4) Construction Observation, as more fully described in the respective scope of Services. Each Consultant Contract, in the form required by this Agreement, including the scope of Services, shall be delivered to the City in its final executed form prior to or concurrent with commencement of any reimbursement payments under this Agreement relating to Services for such Contract. Depending on the nature of the specific Services to be rendered by a particular Consultant, the applicable Consultant Contract shall include in its written terms or incorporate by reference as an attached rider the City-required provisions substantially in the form as set forth in Exhibit "C-1" (Public Parking Improvements Excluding Culver Boulevard Access Improvements) or Exhibit "C-2" (Town Plaza Expansion Improvements and Culver Boulevard Access Improvements) attached hereto and incorporated by this reference into this Agreement ("Rider"), with only such modifications therein as have been reasonably approved by the City. The Parties acknowledge and agree that the form of the Rider attached hereto as Exhibit "C-1" is intended to be incorporated into the Consultant Contract applicable to the Public Parking Improvements excluding the Culver Boulevard Access Improvements (defined below in Section 2.5), and that the form of the Rider attached hereto as Exhibit "C-2" is intended to be incorporated into the Consultant Contract applicable to the Town Plaza Expansion Improvements and/or the Culver Boulevard Access Improvements. The Consultants to be retained by Developer for which Services applicable to the Public Improvements will be sought for reimbursement by Developer pursuant to this

Agreement are listed in the List of Consultants attached hereto as Exhibit "A" and any other subsequently retained Consultants to provide Services applicable to the Public Improvements as otherwise approved in each case by the City. Any change to this expressed understanding of the Parties shall require the prior approval of the City.

B. Developer shall require that the Services provided by the Consultants incorporate or meet the Public Parking Design Specifications set forth in Exhibit "D" attached hereto and incorporated by this reference into this Agreement for the Public Parking Improvements as applicable to the scope of Services being performed by each Consultant, and shall also require that the scope of Services for the Project Improvements be sufficiently complete (together with the other consultant services acknowledged in a separate reimbursement agreement between the Parties titled "Reimbursement Agreement Relating to the Design Services for the Town Plaza Expansion Improvements" dated on or about the date of this Agreement) so as to allow Developer to commence and satisfactorily complete the development and construction of the Public Improvements in accordance with the contemplation of the DDA and Plans that are approved by the City. With respect to the Public Parking Improvements, the Services provided by Consultants and managed and supervised by Developer shall allow (i) for the Public Parking Improvements excluding the Culver Boulevard Access Improvements (defined below in Section 2.5) to be constructed for a projected maximum not-to-exceed construction budget of _____ (\$_____) and (ii) for the Culver Boulevard Access Improvements (defined below in Section 2.5) to be constructed for a projected maximum not-to-exceed construction budget of _____ (\$_____), or such greater amount as the City, in its sole discretion, may elect to approve from the available contingency budgeted and appropriated by the City for construction of the respective Public Parking Improvements and Culver Boulevard Access Improvements. With respect to the Town Plaza Expansion Improvements, the Services provided by the Consultants and managed and supervised by Developer shall allow for the Town Plaza Expansion Improvements to be constructed for a projected maximum not-to-exceed construction budget of _____, or such greater amount as the City, in its sole discretion, may elect to approve from the available contingency budgeted and appropriated by the City for construction of the Town Plaza Expansion Improvements.

C. Developer shall be responsible for causing the design and for the coordination of all consultants and contractors of both the City and Developer performing work on all Improvements (as defined in the DDA) to Completion for the integrated Project Improvements including, without limitation the progression of the Services performed by the Consultants and the progression of other services performed by other consultants and contractors retained by Developer or the City for the design and construction of the integrated Project Improvements.

D. The City shall be an express third party beneficiary of the respective Consultant Contracts between Developer and the Consultants, including without limitation a third party beneficiary of all guarantees, warranties, remedies,

indemnifications, and defend and hold harmless provisions accruing to Developer thereunder. Developer shall be obligated to provide evidence to the City that each Consultant Contract contains adequate and appropriate express third party beneficiary language in form and content acceptable to the City Attorney, which may be evidenced by incorporation into or attachment to such Consultant Contract of all terms of the applicable Rider set forth in Exhibit "C-1" or "C-2" attached hereto.

E. The Parties shall cooperate in good faith with each other in the exercise of any remedies as permitted by the applicable Rider or under the applicable Consultant Contract as permitted, including without limitation, providing necessary documents or participating in any administrative or court proceeding as needed.

Section 2.5 CULVER BOULEVARD ACCESS IMPROVEMENTS.

A. The Parties expressly acknowledge and agree that the design of the proposed Public Parking Improvements approved by the City as of the Effective Date of this Agreement includes certain access improvements from Culver Boulevard and Main Street through the City Parcel to the Parking Improvements and to certain private property owned by The Culver Studios located adjacent to the City Parcel (defined below as the "Culver Boulevard Access Improvements"), which Culver Boulevard Access Improvements are expressly made a part of the Public Parking Improvements described in this Agreement.

B. The "Culver Boulevard Access Improvements" means that portion of the Public Parking Improvements to be located on and within the City Parcel depicted on the City-approved Plans as the "Culver Blvd. Access Improvements" and comprising the ramp, access, roadway, structural and other related improvements providing ingress and egress to and from Culver Boulevard through the City Parcel to a potential access point at The Culver Studios property and to an access point at the Developer Parcel to connect such improvements to the remaining Parking Improvements and including, without limitation, gating, signage, subterranean access road improvements, off-site improvements related to the ramp including any measures to address ramp ingress/egress requirements such as traffic lights and median improvements, and connections from such improvements to the Parking Improvements at the Developer Parcel and, to the extent required, streetlights, traffic signals and all utility relocations, including, but not limited to, storm drains, sewers, water, electricity and telephone, all in accordance with the Plans approved by the City. Unless the City, and the Developer to the extent the Developer has the right to approve such change under the immediately following sentence, otherwise approves in writing any change, the final Plans for the Culver Boulevard Access Improvements shall reflect the logical evolution of that certain Concept Design for the Culver Boulevard Access Improvements approved by the City Council of the City on December 14, 2015 and attached hereto as Exhibit "H" and incorporated herein by this reference. Such Developer right to approve shall apply in the event any of the following occur: (i) there is more than a de minimus change in the location of the ramp and tunnel of the Culver Boulevards Access Improvements, (ii) the proposed change would have a material impact to the look, quality, costs, or operations of the City Parcel or Public Improvements, and (iii) the proposed change would result in

a Material Timing Impact to the Project. For purposes of this Section 2.5(B), the term Material Timing Impact shall mean any proposed change or changes that could be expected, using commercially reasonable standards, to delay the outside critical path timing of the Project set forth in the Construction Contract for the Project by more than two (2) weeks cumulatively as a result of all such change or changes.

C. Services performed by the Consultants that are attributable to the Culver Boulevard Access Improvements will not be based on proportionate share and shall be separately identified in invoicing prepared by Developer in accordance with Exhibit "E" with specific cost amounts delineated for which the City will reimburse Developer in accordance with the terms of this Agreement, and up to the amounts and in the manner more fully set forth in Exhibit "E" attached hereto.

D. The Parties acknowledge and agree that, in addition to the City, both Developer and The Culver Studios are intended to each have access to the Culver Boulevard Access Improvements upon Completion for use as a means of ingress and egress to and from their respective properties. In this regard, the City and Developer each agrees to exercise reasonable and good faith efforts to diligently negotiate, process for approval, and execute a Shared Use Agreement for the shared use of the Culver Boulevard Access Improvements by and among the City, Developer and The Culver Studios no later than the Close of Escrow described in Section 302.6 of the DDA for the sale of the Developer Parcel to the Developer (the "SUA").

The SUA shall contain provisions relating to shared vehicular access commonly included in such agreements for comparable developments in the Southern California area, including without limitation, provisions which: are commercially and operationally feasible for the parties, are consistent with access to the development to be constructed by Developer pursuant to the DDA upon the Completion of the Culver Boulevard Access Improvements, provide for the relinquishment of the current surface vehicular access from Gate 1 of The Culver Studios, provide for suitable controls to protect the use and ownership of the properties involved owned and to be owned by the Developer, The Culver Studios and the City, address any further modification or alteration of the improvements and the allocation of costs of insurance, maintenance, repair, reconstruction and other like matters relating to the improvements, and address the management and operation of the improvements and the allocation of the costs thereof.

The Parties further acknowledge and agree that the negotiation, approval and execution of the SUA by and among the City, Developer and The Culver Studios shall, subject to the provisions of the immediately following paragraph, (i) constitute a condition precedent for the benefit of the City to the Close of Escrow and sale of the Developer Parcel to the Developer as described in the DDA, and (ii) following any failure to satisfy such condition, result in all rights of the City provided for in the DDA applicable to a failure of satisfaction of any condition precedent to the Close of Escrow becoming applicable.

Notwithstanding anything to the contrary in the provisions of the immediately preceding paragraph, so long as the Developer exercises reasonable and good faith efforts to diligently negotiate, approve and execute an SUA consistent with the requirements of this Section 2(D) by the Close of Escrow, then the failure of the City and The Culver Studios to approve and execute the SUA for any other reason shall result in the deemed waiver of the closing condition set forth in the immediately preceding paragraph, and in that event the negotiation, approval and execution of the SUA by and among the City, Developer and The Culver Studios shall not constitute a condition precedent to the Close of Escrow and shall not in and of itself delay the Close of Escrow. In the event the closing condition set forth in the immediately preceding paragraph is deemed waived pursuant to the provisions of this paragraph, then concurrent with the Close of Escrow, the City and Developer shall modify the Reciprocal Easement Agreement ("REA") to be entered into at the Close of Escrow pursuant to the DDA between the City and the Developer to also include the Culver Boulevard Access Improvements and to provide for the shared access of the City and the Developer to those improvements and for their operation, management, insurance, repair, reconstruction and maintenance under the REA.

If Developer or City fails to exercise reasonable and good faith efforts in negotiating, approving and executing the SUA by the Close of Escrow as discussed above, then such Party shall be in breach of the DDA and this Agreement and the other Party may terminate this Agreement for cause in accordance with Section 25 of this Agreement and/or exercise any or all remedies available to it in accordance with applicable law or equity, including without limitation, an action for specific performance of those covenants.

E. Notwithstanding anything contrary in this Agreement, Developer hereby waives and releases any Losses and Liabilities it may have against the City or its officers, officials, employees, agents, representatives and volunteers, for any monetary damages or compensation as a result of any delay to the design and development of the Project that may have resulted from including the Culver Boulevard Access Improvements as a part of the Public Parking Improvements, and 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."

Section 3. TERM OF AGREEMENT.

The term of this Agreement shall be from the Effective Date pursuant to Section 34 of this Agreement and shall end upon satisfactory completion of the Services, as reasonably determined by the Developer and the City's Community

Development Director, unless sooner terminated in accordance with Section 25 of this Agreement.

Section 4. PAYMENT FOR CITY'S PROPORTIONATE SHARE OF SERVICES.

A. Subject to Section 4(B) below, the City shall reimburse Developer for its proportionate share of the costs incurred by Developer for the Services that have not yet been reimbursed or paid for by the City, and performed by each Consultant pursuant to its respective Consultant Contract and in accordance with the City-approved Scope of Services and Fees for that Consultant Contract ("Consultant Scope") apportioned and allocable to the Public Improvements which Services shall reflect the logical evolution of any previous City-approved Plans as of the date of such work (i.e., logical evolution of Schematic Design to Design Development plans, logical evolution of Design Development plans to Construction Documents, etc.), and up to the amounts and in the manner more fully set forth in the "Schedule of Compensation" attached hereto as Exhibit "E" and incorporated by this reference into this Agreement. The compensation shall be paid at the time and manner set forth in said Exhibit "E", subject to the base maximum caps and, to the extent authorized and approved by the City's Community Development Director, contingency amounts as set forth in said Exhibit "E".

B. Notwithstanding the language set forth above in Section 4(A) relating to the City's proportionate share of costs, Services performed by the Consultants that are attributable to the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements will not be based on proportionate share of costs, and each such Services and resulting costs relating to the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements shall be separately identified in invoicing prepared by Developer in accordance with the Schedule of Compensation attached hereto as Exhibit "E" with specific cost amounts delineated for which the City will reimburse Developer up to the amounts and in the manner more fully set forth in the Schedule of Compensation.

C. Developer shall make timely payments to each Consultant in full for all Services performed by Consultant under its respective Consultant Agreement and not yet reimbursed or paid for by the City, upon the City's approval of the invoices and other required documents submitted by Developer in accordance with the Schedule of Compensation. If Developer receives the applicable reimbursement amount from the City prior to the required payment to such Consultant, Developer shall ensure that such reimbursement amount is timely paid to that Consultant. If Developer has already made the applicable payment to a Consultant at the time the corresponding reimbursement is received from the City, Developer may retain that reimbursement amount in satisfaction of the reimbursement obligation of the City with respect to such prior payment by Developer.

D. Consistent with Section 411 of the DDA, 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, including the performance of the Services. 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 or the City with respect thereto.

Section 5. TIME FOR PERFORMANCE.

Prior to commencement of any reimbursement payments to Developer under this Agreement with respect to Services performed by a Consultant under its respective Consultant Contract, Developer shall cause such Consultant to furnish such Consultant's proof of insurance to the City providing coverage for all Services described herein and in accordance with the "Insurance Requirements" attached hereto as Exhibit "F" and incorporated by this reference into this Agreement.

Section 6. DESIGNATED REPRESENTATIVE(S).

A. Scott Kend, Senior Director, Development & Acquisitions, Combined Properties, shall be the designated Developer Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City and the Consultants of the subject matter of this Agreement. Developer Representative shall provide management and primary supervision of Consultants' performance of their Services. Developer reserves the right to designate an alternative Developer Representative with comparable experience and abilities upon prior written notice to City.

B. The Community Development Director of the City shall be the designated City Representative, and shall be responsible for performance, negotiations, contractual matters, and coordination with Developer and the Consultants, as necessary, on behalf of the City of the subject matter of this Agreement. The scope of the Community Development Director's authority to act on behalf of the City is as set forth in Section 815 of the DDA. In accordance with said scope and Section 815 of the DDA, the Community Development Director shall have the administrative authority to issue interpretations, waive provisions, and enter into amendments of this Agreement (including the attached exhibits) so long as such actions do not substantially change the uses or development permitted for the Project (as defined in the DDA), or materially add to the costs of the City as specified in this Agreement or as agreed to by the City Council. Without limitation of the foregoing, the Community Development Director is expressly authorized to, and is hereby delegated the administrative authority to authorize, the City's use of contingency funds budgeted and allocated by the City to the design and planning of the Public Improvements to reimburse Developer for any prior City-approved cost and expense overruns incurred under a Consultant Agreement that are outside of the basic fixed fee services described in such Consultant Scope and which are attributable to additional Services approved by the City with respect to the Public Improvements as set forth in Exhibit "E" attached hereto; provided however that the contingency amounts for the Public Parking Improvements excluding the Culver Boulevard Access Improvements, the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements shall not be commingled and shall only be

used for their own respectively earmarked services. To the extent such cost or expense overrun is attributable solely to or located solely on the Town Plaza Expansion Improvements or the Culver Boulevard Access Improvements, and such cost or expense overrun and the use of contingency funds has been approved and authorized by the Community Development Director from available contingency budgeted and allocated by the City to the design and planning of the Town Plaza Expansion Improvements or the Culver Boulevard Access Improvements, respectively, the City shall bear the entire amount of such expense or cost payable from such available contingency. To the extent such cost or expense overrun is attributable to the integrated Parking Improvements of the Project Improvements excluding the Culver Boulevard Access Improvements, and such cost or expense overrun and the use of contingency funds has been approved and authorized by the Community Development Director from available contingency budgeted and allocated by the City to the design and planning of the Public Parking Improvements excluding the Culver Boulevard Access Improvements, the City shall bear twelve percent (12%) of such expense or cost in accordance with the allocation of shared costs between the City and Developer for such Parking Improvements as set forth in the Schedule of Compensation attached hereto as Exhibit "E". Any such additional contingency reimbursement to Developer shall not be subject to the reimbursement Maximum Cap Amounts (defined in the Schedule of Compensation attached hereto as Exhibit "E") under this Agreement set forth in the Schedule of Compensation (i.e. reimbursement Maximum Cap Amounts of \$330,000 for the integrated Parking Improvements costs of the Project Improvements excluding the Culver Boulevard Access Improvements, \$40,000 for the Town Plaza Expansion Improvements costs, and \$_____ for the Culver Boulevard Access Improvements costs), but such additional contingency reimbursements shall not, in any event, exceed the amounts of available contingency funds budgeted and allocated by the City to the design and planning of (i) the Public Parking Improvements excluding the Culver Boulevard Access Improvements, (ii) the Town Plaza Expansion Improvements, and (iii) the Culver Boulevard Access Improvements, without further authorization from the City Council.

Section 7. INDEMNIFICATION.

A. Developer shall indemnify, defend and hold harmless the City and the Successor Agency to the Culver City Redevelopment Agency and their Representatives (defined below) (collectively, "Indemnified Parties") from and against any and all Losses and Liabilities (defined below) for any third party claims against the Indemnified Parties for damages to property or injuries to persons, including personal injury and accidental death, which are caused by any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted by the Developer, including Consultants, and whether such Losses or Liabilities shall accrue or be discovered before or after termination of this Agreement, except to the extent caused by the willful misconduct or active negligence of the Indemnified Parties.

B. Developer's obligation to indemnify, defend and hold harmless the Indemnified Parties as set forth herein supplements and in no way limits, and is in no

way limited by, the scope of indemnifications set out elsewhere in this Agreement or the City's rights to or contractor/consultant obligations for indemnification to the City provided by the Rider attached hereto as Exhibits "C-1" and "C-2".

C. Developer's obligation to indemnify, defend and hold harmless the Indemnified Parties as set forth herein shall not be limited by amounts of insurance held by the Developer.

D. The Indemnified Parties have no obligation to monitor compliance with these requirements. Failure of Indemnified Parties to monitor compliance with these requirements imposes no obligations on the Indemnified Parties and will in no way act as a waiver of any rights hereunder; provided that the foregoing shall not waive or excuse the express obligations of the Indemnified Parties for notification of a Claim (defined below) and cooperation in defense set forth in this Section. This obligation to indemnify, defend and hold harmless the Indemnified Parties as set forth herein is binding on the successors, assigns, nominees, or heirs of the Developer and shall survive the expiration or termination of this Agreement or this Section as to any Claim that has accrued as of the date of such expiration or termination.

E. The City shall promptly notify the Developer of any claim asserted against the Indemnified Parties and within the scope of this Section (a "Claim"). The Indemnified Parties shall tender their defense to the Developer, and assist the Developer, as may be reasonably requested, in such defense. In the event of Claims against multiple parties, the Developer shall provide a joint defense with respect to any such Claims, including, if applicable, defense of the Developer, and shall, without cost to the Indemnified Parties, defend, indemnify and hold the Indemnified Parties harmless with respect to such joint Claim. Upon Developer's failure to defend, indemnify and hold the Indemnified Parties harmless from such Claims as required above, the Indemnified Parties subject to such Claim may employ their own defense counsel at Developer's cost. Upon such notification and tender, Developer shall have independent duties to defend (at its cost) such Claim, and to indemnify the Indemnified Parties with respect to such Claim, except to the extent that such injury, death or damage is determined by a court of competent jurisdiction to have been caused by the active negligence or willful misconduct of the Indemnified Parties. Payment of a Claim shall not be a condition precedent to an Indemnified Party's right to defense and indemnity.

F. The Developer shall not settle or compromise the defense of such claim or action on behalf of the Indemnified Parties, or permit a default judgment to be taken against the Indemnified Parties, without the prior written approval of the affected Indemnified Parties, which shall not unreasonably be withheld, conditioned or delayed. Nothing in this indemnity shall be construed or applied to waive, limit or reduce the express contractual obligations of the Indemnified Parties under any agreements to which they are a party or to transfer any such contractual obligations of an Indemnified Party to another party.

G. For purposes of this Section:

(1) The term “**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.

(2) The term “**Representatives**” means the agents, staff, employees, members, independent contractors, affiliates, principals, shareholders, officers, officials, 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.

Section 8. INSURANCE.

A. Without limiting the obligations described in Section 7 of this Agreement, Developer shall require that each Consultant procures and maintains, at no cost and expense to the City, insurance coverage for all Services provided by such Consultant in accordance with the “Insurance Requirements” set forth in Exhibit “F” attached hereto, subject to any modifications therein that may be approved by the City with respect to an individual Consultant.

B. Without limiting the obligations described in Section 7 of this Agreement, Developer shall procure and maintain, at no cost and expense to the City, insurance coverages in types, amounts, and form as required by the DDA and consistent with the sample Certificate of Liability Insurance attached hereto as Exhibit “G” and incorporated by this reference into this Agreement, with respect to Developer’s performance of its obligations set forth in this Agreement, effective prior to or as of the Effective Date of this Agreement.

Section 9. DEFECTS IN SERVICES OR WORK.

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 or errors in the Services, including without limitation the violation of any laws, and for defects or errors in any work done according to the approved Services. The City shall not be responsible either to Developer or a Consultant or any other third parties in any way for any defects or errors in the Services, nor for any structural or other defects or errors in any work done according to the approved Services. 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.”

Section 10. INDEPENDENT CONTRACTING STATUS.

The City and Developer agree that Developer, in performing the obligations described in this Agreement, shall act as an independent contracting party and not in the capacity of an agent or employee of the City, and shall have control of all work and the manner in which it is performed by Developer and the Consultants. Developer shall be free to contract for similar service or obligations to be performed for other parties while under contract with the City. Developer is not an agent or employee of the City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits the City provides for its employees. Developer shall be responsible to pay and hold the City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of any obligations, services, or other matters performed by Developer hereunder.

Section 11. DISCLAIMER OF RESPONSIBILITY OF CITY.

Except as expressly provided in this Agreement, by execution of this Agreement, the City neither undertakes nor assumes nor will have any responsibility or duty to Developer or to any Consultant or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any Consultant or any third party of any matter in connection with the design, development or construction of the Project Improvements, 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 City Parcel or for the Project Improvements in connection with or in furtherance of the Services, any person furnishing the same, or otherwise. Developer and the Consultants and all third parties shall rely upon their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer or to the Consultants 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 or any Consultant nor any other party is entitled to rely thereon. The City shall not be responsible for the manner of performance of the Services or the resulting work concerning the design of the City Parcel or any part of the Project Improvements.

Section 12. CITY APPROPRIATION OF FUNDS.

Payment due and payable to Developer in accordance with this Agreement and the Schedule of Compensation set forth in Exhibit “E” attached hereto as

reimbursement for Services described in the applicable Consultant Scope performed and provided by each Consultant is within the City's current budget and within an available, unexhausted and unencumbered appropriation of the City. However, any funds needed to make payments for any additional Services by the Consultants beyond the applicable Consultant Scope to be performed under this Agreement and in excess of the Maximum Cap Amounts set forth in Exhibit "E" would first need to be budgeted and appropriated by the City, or otherwise authorized by the City from available contingency funds budgeted and allocated by the City to the design and planning of (i) the Public Parking Improvements excluding the Culver Boulevard Access Improvements, (ii) the Town Plaza Expansion Improvements, and (iii) the Culver Boulevard Access Improvements, before any such additional Services may be reimbursed by the City; otherwise, this Agreement shall cover only those costs and expenses incurred up to the Maximum Cap Amounts set forth in Exhibit "E" and the City shall not be liable or responsible for any additional costs and expenses related to the Services. The City acknowledges that the Consultants shall have no obligation to continue with additional work on any Services for the integrated Parking Improvements of the Project Improvements or the Town Plaza Expansion Improvements beyond the applicable Consultant Scope if any request for such additional Services will require funding by the City and if the City has not budgeted or appropriated the required funds and provided Developer with the City's confirmation of authority for the same.

Section 13. ASSIGNMENT.

This Agreement is for the specific obligations of the City and Developer as described in this Agreement. Except for an assignment of this Agreement by Developer concurrent with an assignment of the DDA which is permitted by or approved by the City pursuant to the DDA, any attempt by either Party to assign the benefits or burdens of this Agreement without written approval of the other Party shall be prohibited and shall be null and void.

Section 14. RECORDS AND INSPECTIONS.

Developer shall maintain full and accurate records with respect to all obligations of Developer covered under this Agreement. The City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Developer shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

Section 15. OWNERSHIP OF WORK PRODUCT.

A. Excluding the City's irrevocable, nonexclusive license to use and copy the work product of Consultants that are performing Services relating to the Public Parking Improvements excluding the Culver Boulevard Access Improvements as expressly described in the Rider attached hereto as Exhibit "C-1" (Public Parking Improvements Excluding Culver Boulevard Access Improvements) which Rider shall be attached to the applicable Consultant Contracts and shall govern the City's rights to use and copy the

work product under those Consultant Contracts, the City shall be the owner of any and all other computations, plans, drawings, studies, and/or other pertinent data, documents and computer media, including disks and other materials gathered or prepared by Developer or caused to be gathered or prepared by Consultants in such Consultants' performance of City Services for the Town Plaza Expansion Improvements and/or the Culver Boulevard Access Improvements. Such work product for the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements, including without limitation the originals thereof and copyright and intellectual property rights, shall be transmitted or caused to be transmitted to the City by Developer within ten (10) calendar days after a written request therefor is made by the City, at no further cost to the City, and without cost, expense or obligation to Developer or any third party (including Consultant), whether the Town Plaza Expansion Improvements and/or the Culver Boulevard Access Improvements are developed or not, and whether or not this Agreement is terminated for any reason. Except for originals thereof, all such written documents shall be provided to the City in digital and in hard copy form. The City hereby grants to the Developer a perpetual, irrevocable (except for either of the following occurring pursuant to the DDA, upon which the license is revocable at the will of the City: (i) the DDA is terminated because of the uncured default of Developer and/or (ii) the City elects to undertake the construction of any of the Public Improvements without assistance by Developer), nonexclusive license, to use and copy the work product owned by the City pursuant to the foregoing for the sole purpose of performing the services required under this Agreement, the performance of its obligations in the DDA in connection with Developer's development and construction of the Public Improvements in accordance with the DDA and related agreements entered into by and between the City and Developer, and the operation of the Project upon Completion.

B. Upon delivery to the City pursuant to Section 15(A) above, the City shall have the right to use such materials as it deems necessary and appropriate without obligation or additional cost or expense to Developer or Consultant; provided, however, that neither the Developer nor Consultant shall be held responsible for the accuracy, completeness or constructability of improvements depicted on the plans, drawings, studies and related documents concerning the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements to the extent such items are changed after their receipt by the City without the involvement of Consultant or Developer or such items are completed by the City or by another party.

C. Nothing in this Section or in the Riders attached hereto as Exhibit "C-1" (Public Parking Improvements Excluding Culver Boulevard Access Improvements) and Exhibit "C-2" (Town Plaza Expansion Improvements and Culver Boulevard Access Improvements) shall (or shall be deemed or considered to) limit, waive, reduce or impact in any way the obligations of the Developer or the rights of the City under the DDA as implemented by this Agreement with respect to the City's use and ownership of all plans, drawings, studies and related documents concerning the "Project" (as defined in the DDA), including without limitation the City's rights under the Assignment of Plans, Reports and Data to be executed at the Close of Escrow for the sale of the Developer

Parcel, in accordance with and as provided in Section 807 of the DDA, and the City hereby reserves all such rights for its benefit.

Section 16. THIRD PARTY BENEFICIARIES.

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

Section 17. NOTICES.

A. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail." For purposes of this section, a general business day on which the Culver City City Hall is closed shall not constitute a business day.

B. Notices shall be addressed as follows:

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

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

Copy to: Kane, Ballmer & Berkman, Special Counsel
Attn: Kendall D. Levan, Esq.
515 S. Figueroa Street; Suite 780
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: General Counsel
Combined Properties, Incorporated
1025 Thomas Jefferson Street NW; Suite 700 East
Washington, DC 20007-5201

Copy to: Combined/Hudson 9300 Culver, LLC
c/o Hudson Pacific Properties, Inc.
Attn: Alex Vouvalides
Senior Vice President, Acquisitions
11601 Wilshire Boulevard; Suite 1600
Los Angeles, California 90025

Copy to: Chris Barton
Executive Vice President, Operations and Development
Hudson Pacific Properties, Inc.
11601 Wilshire Boulevard; Suite 1600
Los Angeles, California 90025

Copy to: General Counsel
Hudson Pacific Properties, Inc.
11601 Wilshire Boulevard; Suite 1600
Los Angeles, California 90025

Copy to: Liner LLP
1100 Glendon Avenue; 14th Floor
Los Angeles, California 90024-3503
Attn: Dennis S. Roy, Esq.

Section 18. TAXPAYER IDENTIFICATION NUMBER.

Developer shall provide the City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.

Section 19. PERMITS AND LICENSES.

Developer shall obtain and maintain during the term of this Agreement, or require each Consultant to obtain and maintain during the term of such Consultant Agreement, as applicable, all appropriate permits, licenses, and certificates that may be required in connection with the performance of their contractual obligations relating to the Services including, but not limited to, a Culver City business tax certificate.

Section 20. APPLICABLE LAWS, CODES, REGULATIONS, AND REQUIREMENTS.

Developer shall perform, and shall require each Consultant to perform, all of its work in accordance with all applicable laws, codes, regulations and requirements required by all authorities having jurisdiction over such work including, without limitation,

(i) compliance with prevailing wage requirements as specified in the California Labor Code, Section 1720, et seq., including without limitation applicable requirements of Senate Bill No. 854 signed into law on June 20, 2014, (ii) compliance with all City requirements, rules and regulations concerning the Project Improvements, including any such requirements, rules or regulations relating to improving public property, and designing and constructing public parking, public garages, public spaces and public plazas, and including the Public Parking Design Specifications set forth in Exhibit "D" attached hereto, (iii) compliance with all applicable governmental requirements, rules and regulations relating to water consumption and stormwater and waste water retention and discharge, and (iv) compliance with the applicable provisions of the DDA.

Section 21. RIGHT TO UTILIZE OTHERS.

The City reserves the right to utilize others to perform work similar to the Services and other matters described in this Agreement, at the City's sole cost and expense.

Section 22. MODIFICATION OF AGREEMENT.

This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by the City and Developer.

Section 23. WAIVER.

If, at any time, one Party waives any term, provision or condition of this Agreement, either before or after any default or breach thereof, no Party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

Section 24. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by either Party shall be construed to be both a covenant and a condition.

Section 25. EFFECT OF TERMINATION.

Upon termination other than by reason of default, the City shall be liable to Developer only for reimbursement of costs to Developer not yet reimbursed by the City for Services performed by a Consultant pursuant to a Consultant Contract and in accordance with the applicable Consultant Scope which reflect the logical evolution of any previous City-approved plans as of the date of such work (i.e., logical evolution of Schematic Design to Design Development plans, logical evolution of Design Development plans to Construction Documents), and up to the amounts and in the manner provided in the "Schedule of Compensation" set forth in Exhibit "E" attached hereto, and up to and including the date of termination of this Agreement, unless the termination is by the City for cause, in which event Developer need be compensated only to the extent required by law. Such payment will be subject to the City's receipt of a close-out billing in accordance with Exhibit "E". Termination of this Agreement shall

not waive, limit or otherwise affect the provisions of the DDA or any other agreements executed by the Parties pursuant thereto, which shall remain applicable in accordance with their terms.

Section 26. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.

Section 27. LITIGATION FEES.

If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or reasonably incurred in good faith.

Section 28. INTEGRATED AGREEMENT.

This Agreement, together with the DDA, the Reimbursement Agreement for Costs to Date entered into by and between the City and Developer on July 13, 2015, and a separate Reimbursement Agreement Relating to Design Services for the Town Plaza Expansion Improvements entered into by and between the City and Developer on or about the date of execution of this Agreement, represents the entire Agreement between the City and Developer regarding the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement, and any subsequent successors and assigns.

Section 29. NONLIABILITY OF OFFICIALS AND EMPLOYEES.

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

Section 30. CONTINUING RIGHTS AND OBLIGATIONS OF THE PARTIES.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall waive, modify, limit, reduce, or in any way affect the provisions of the DDA or the obligations or rights of the Parties set forth in the DDA, or any rights or requirements of the City with respect to the City in its municipal or regulatory capacity.

Section 31. 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.

Section 32. NONDISCRIMINATION IN EMPLOYMENTS.

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, sexual orientation, 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 the City access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by the City.

Section 33. EFFECTIVE DATE.

The effective date of this Agreement is the last date on which this Agreement is signed by both the City and Developer. This Agreement shall remain in full force and effect until amended by the Parties or terminated; provided, that the indemnification, defend and hold harmless provisions shall survive the termination of this Agreement with respect to any obligations that have accrued under this Agreement as of the date of such termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement 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

Dated: _____

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

Dated: _____

By: _____
Name: _____
Its: _____

[Signatures Continue on Following Page]

"CITY"

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: _____
Martin Cole
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

Exhibit "A"

LIST OF CONSULTANTS

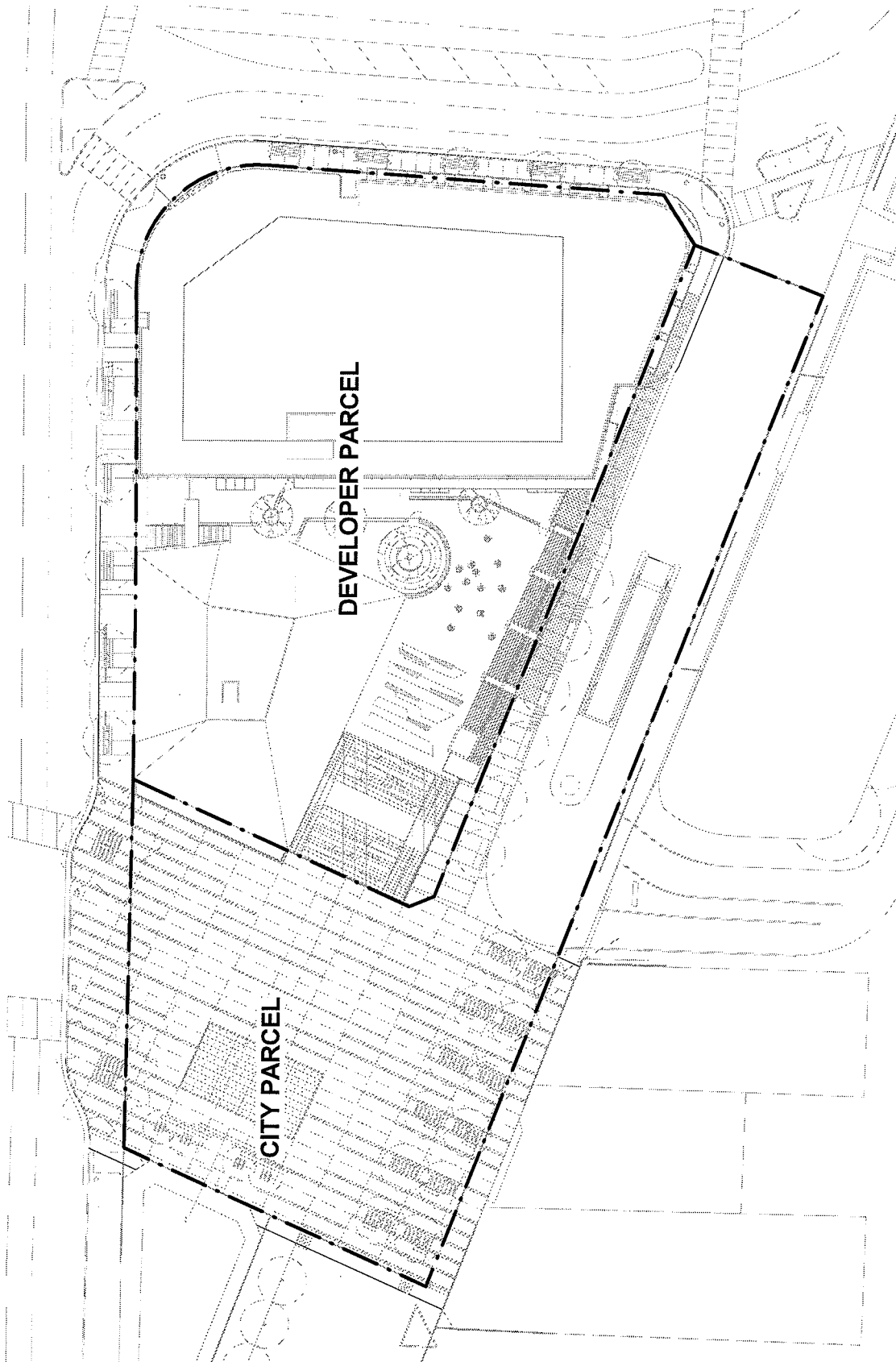
[behind this page]

1. Ehrlich Associates, Inc. (Architectural Services)
10865 W. Washington Boulevard
Culver City, California 90232
2. Cefali & Associates, Inc. (Structural Engineering Services)
4344 Laurel Canyon Boulevard; Suite 3
Studio City, California 91604

Exhibit "B"

SITE PLAN

[behind this page]



1 PARCEL PLAN
1" = 40'-0"

Combined Properties / Hudson Development/ Ehrlich Architects	PROJECT NAME: PARCEL B	SHEET NAME: PARCEL PLAN	00	DATE / TIME STAMP: 6/16/2015 11:05:40 PM
--	---------------------------	----------------------------	----	---

Exhibit "C-1"

(Applicable to Services on Public Parking Improvements Excluding Culver Boulevard
Access Improvements)

CITY REQUIRED PROVISIONS

(For Consultant Contracts)

[behind this page]

EXHIBIT C-1**TO****REIMBURSEMENT AGREEMENT**

**(Applicable to Services on Public Parking Improvements Excluding
Culver Boulevard Access Improvements)**

**CITY CONTRACT REQUIREMENTS
RIDER TO CONTRACT**

Unless such requirements are waived or modified by the City of Culver City ("City") in writing, each Consultant Contract entered into by Developer for the Public Parking Improvements (excluding the Culver Boulevard Access Improvements which, if applicable to Architect's/Consultant's services, shall be covered by a separate Rider to Contract) shall include in its written terms the following requirements or meet the following requirements by attachment to and incorporation into such Consultant Contract the following Rider to Contract.

RIDER TO CONTRACT

This Rider to Contract ("Rider") is attached to and incorporated in that certain Owner-Architect Agreement ("Agreement") dated _____, _____, by and between COMBINED/HUDSON 9300 CULVER LLC, a Delaware limited liability company ("Owner") and _____, a California corporation ("Architect or "Consultant"). This Rider shall form an integral part of the Agreement and the provisions set forth below shall be controlling notwithstanding anything to the contrary in the Agreement. Wherever possible, the provisions of this Rider and the Agreement shall be construed consistently so that each is given application to the fullest extent possible consistent with its intent. All defined terms used in this Rider and not otherwise defined herein, shall have the meaning prescribed for such term in the Agreement.

1. Architect hereby agrees that, with respect to the Services to be performed by Architect for the proposed Public Parking Improvements (excluding the Culver Boulevard Access Improvements which, if applicable to Architect's Services, shall be covered by a separate Rider to Contract) ("Public Improvements Services"), the City shall be an express third party beneficiary of the Agreement, including without limitation a third party beneficiary of all guaranties, warranties, indemnities, defend and hold harmless provisions, and remedies provided to the Owner pursuant to the terms of the Agreement with the same right and authority to enforce the same either concurrently with or separate from the Owner. Loss, waiver or other limitation on such rights as to the Owner shall not affect or impact the City's rights under those provisions, nor shall any such loss, waiver or other limitation on such rights as to the City affect or impact the Owner's rights under such provisions, and each of Owner and City shall have the right to separately and independently exercise such rights as their interests may appear. Nothing herein shall limit Architect's right to require Owner's timely performance of the Responsibilities of the Owner in accordance with the terms of

the Agreement, including Article ____ thereof. Nothing in this Rider 1 shall modify the provisions of the Agreement requiring and/or providing for the Architect to take direction from or obtain the approvals of Owner, and Architect shall rely and act upon such directions and approvals from Owner in accordance with the provisions of the Agreement.

2. Without limitation of Rider 1 above, Architect specifically acknowledges that, with respect to the Public Improvements Services, the City shall be an express third party beneficiary of the indemnities by Architect set forth in Sections ____ and ____ of the Agreement. In implementation of Sections ____ and ____ of the Agreement, Architect further acknowledges and agrees that the Architect's indemnity obligations under those provisions to the City are not limited by the insurance coverages that Architect is required to maintain and if, for any reason such insurance coverages are insufficient to cover all obligations under those indemnity provisions, Architect shall nevertheless remain responsible to perform those indemnity obligations in full. Architect further acknowledges and agrees that the Architect's indemnity obligations under those provisions shall survive termination of the Agreement.

3. The City shall also be named as an additional insured in an endorsement to the insurance policies required by Section ____ and Exhibit C of the Agreement. Architect shall furnish the City with evidence that such insurance has been obtained upon execution of this Rider by Architect, Owner and City.

4. In accordance with Section ____ of the Agreement, Architect acknowledges that it is acting as an independent contractor in performing its obligations under the Agreement and that, without limitation of said Section ____, Architect shall in no event be considered an agent or employee of the City, and in no event shall Architect or any of its employees have any right to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits the City provides for its employees. Architect shall be responsible to pay and hold the City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of any obligations, services or other matters performed by Architect or its agents or employees pursuant to the Agreement.

5. The City neither undertakes nor assumes nor will it have any responsibility or duty to Architect or to any employee or agent of Architect to review, inspect, supervise, pass judgment upon or inform Architect or any such third party of any matter in connection with the design, development or construction of the Project Improvements, 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 or used in connection with the Public Improvements Services or the Project, any person furnishing the same, or other like matters. Architect and all employees and agents of Architect shall rely upon their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Architect or to any such third party by the City in connection with such matters is for the public purpose of redeveloping the Site, and neither Architect nor any third party is entitled to rely thereon. Nothing contained in this Rider shall abrogate, supersede, or nullify any right the Owner has to approve design documents produced by the Architect as set forth in the Agreement.

6. Any notices to the City pursuant to the Agreement shall be delivered to the City in the manner provided in Section ____ of the Agreement as the address set forth below. For purposes of

this Rider 6, a general business day on which the Culver City City Hall is closed shall not constitute a business day:

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

With a Copy to: City of Culver City
Attn: Carol Schwab, City Attorney
9770 Culver Boulevard
Culver City, CA 90232-0507

With a Copy to: Kane, Ballmer & Berkman, City Special Counsel
Attn: Kendall D. Levan, Esq.
515 South Figueroa Street, Suite 780
Los Angeles, CA 90071

7. As provided in Section ____ of the Agreement, for the benefit of the City as well as Owner, the Architect shall comply with all applicable laws, ordinances, rules, regulations and requirements governing the Project, including, without limitation, current California state laws regarding water consumption and stormwater and waste water retention and discharge. Architect shall also, at its expense, procure and maintain all permits, licenses and certificates which may be required at any time in connection with the performance of any work or services performed by or through Architect pursuant to the Agreement, including, without limitation, a Culver City business tax certificate. Without limitation of the foregoing, Architect specifically acknowledges and agrees that it shall be responsible for complying with all prevailing wage requirements applicable to the Architect's services under California Labor Code Section 1720 et. seq., including any work performed by employees, agents or consultants of Architect pursuant to the Agreement, and including without limitation complying with applicable requirements of California Senate Bill No. 854 signed into law on June 20, 2014.

8. To the extent that applicable Public Improvements Services have been paid for under the Agreement, Architect specifically acknowledges and agrees that with respect to the work performed, gathered and prepared by Architect or caused to be performed, gathered and prepared in Architect's performance of the Public Improvements Services, the City shall also have the right to exercise and enjoy the benefits of the irrevocable, nonexclusive license described therein, including the right to copy, retain, and use all computations, plans, drawings, studies, specifications, design documents, and any other instruments, data, computer media and materials gathered or prepared by Architect or caused to be gathered or prepared in Architect's performance of the Public Improvements Services, at no further cost to the City, and without cost, expense or obligation to Architect, Owner or any third party, and whether or not the Agreement is terminated for any reason, and whether the Public Improvements or the Project for which they are provided are developed or not. All such work product shall be transmitted or caused to be transmitted to the City by Architect within ten (10) calendar days after a written request therefor is made by the City. The City shall also have the right to exercise and enjoy the benefits of such an irrevocable, nonexclusive license,

including the right to copy, retain, and use all such design or other work product produced by any third party consultant whose services are retained by Architect for the Public Parking Improvements (excluding the Culver Boulevard Access Improvements which, if applicable to Architect's Services, shall be covered by a separate Rider to Contract), and Architect shall deliver such work product to the City within the time frame described in this Rider 8 when the City provides Architect a written request for such work product. All written documents that are intended for public review shall be provided to the City by Architect in a format suitable for posting on the internet. Any reuse of such drawings, specifications, and other documents by the City for a purpose other than for the Public Improvements, or any portion thereof, without the written agreement of the Architect shall be at the City's risk and expense, and without any liability or exposure to the Architect; and the City shall indemnify and hold harmless the Architect from any and all third party claims, damages, losses, and expenses arising out of or resulting therefrom.

9. In maintaining its records of Basic Services, Additional Services and Reimbursable Expenses, Architect shall maintain sufficiently detailed records of the Services performed by or on behalf of Architect and resulting work that are attributable to the Public Parking Improvements (excluding the Culver Boulevard Access Improvements which, if applicable to Architect's Services, shall be covered by a separate Rider to Contract) so that the calculations and resulting costs and expenses attributable to the portion of Architect's Services for the Public Parking Improvements (excluding the Culver Boulevard Access Improvements which, if applicable to Architect's Services, shall be covered by a separate Rider to Contract) shall be separately identified and distinguished from the remaining scope of work performed by or on behalf of Architect pursuant to the Agreement.

10. Architect acknowledges and agrees that Architect shall have no rights or remedies against the City for any payments due by Owner to Architect under the Agreement or for the performance of any of Owner's obligations under the Agreement, and the City's execution of this Rider shall not be construed or interpreted in any way as the City's agreement or consent to be subject to Owner's obligations under the Agreement or to be a guarantor for the performance of Owner's obligations under the Agreement. Except as expressly provided in the last sentence of Rider 8 above, the City shall have no liability whatsoever to Architect due to the City's execution of this Rider or otherwise.

11. In connection with performance and implementation of the Agreement, Architect agrees 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 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. Without limitation of the foregoing, Architect further certifies and agrees that all persons employed or applying for employment by it and all of its subcontractors, sub-consultants, 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, sexual orientation, 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. Architect shall allow representatives of the Owner and City access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by the Owner or City.

12. In connection with performance and implementation of the Agreement, Architect agrees to reasonably coordinate its performance of the Services as necessary with other civil engineering and structural engineering consultants, and other consultants or contractors retained by Owner or the City for the Project.

13. Architect specifically acknowledges and agrees, that with respect to the work performed by Architect for the Public Parking Improvements, such work shall comply and be done in compliance with the Public Parking Design Specifications set forth in Attachment No. 1 attached hereto and incorporated by this reference into the Agreement.

[This Portion of the Page is Intentionally Left Blank]

14. There shall be no modification, waiver or other alteration or change to the provisions of this Rider without the written consent of all of the parties hereto. In order to evidence their agreement to the provisions of this Rider and their incorporation into the Agreement in accordance with the terms above, Architect, Owner and City have separately executed this Rider below.

“OWNER”

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”

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: _____
Martin R. Cole, City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“ARCHITECT”

_____,
a California corporation
**see notes below*

Dated: _____ By: _____
Name: _____
Title: _____

Dated: _____ By: _____
Name: _____
Title: _____

*Notes: This document must be executed by the Corporation’s Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations’ Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

ATTACHMENT NO. 1
PUBLIC PARKING DESIGN SPECIFICATIONS

PUBLIC PARKING DESIGN SPECIFICATIONS

The Public Parking Design Specifications include the required design criteria for the design and construction of 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 prior to the Close of Escrow. 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 through fee and easement rights.

I. DESIGN CRITERIA**A. Building Codes:**

All design, construction and installation shall conform 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.

B. Facility Description:

The Developer’s proposed development is described in the DDA and the Scope of Development attached to the DDA as Attachment No. 3. The development includes two levels of below ground parking, which is comprised of approximately 100 public spaces and up to approximately 171 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 and partially within the City 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 “mechanically ventilated” parking structure of Group S2 occupancy, per the California State Building Code. The 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 a parking ramp and/or express ramp. The express ramp shall be designed to rise one level per run.

C. Dimensions and Clearances:

The minimum vertical clearance from the finish floor to the finished ceiling shall be 7’-0” clear height and 8’-2” clear height where ADA circulation is required. Appurtenances such as lighting, signage, sprinklers, etc., shall not encroach within the minimum clear heights. 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

PUBLIC PARKING DESIGN SPECIFICATIONS

aisles in the final design. Drop beams over drive aisles providing access to handicapped spaces are prohibited. The structural system utilized shall further provide for installation of lighting, signage 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 up to approximately 271 parking spaces in total, of which up to approximately 200 shall be non-tandem spaces, and shall include the requisite number of accessible parking spaces per State of California Building Code Title 24 (ADA) requirements, and as many motorcycle parking spaces and bicycle parking spaces as determined feasible and appropriate by Developer and the City.

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 24'-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 parking 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.
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 no less than 10' 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.

PUBLIC PARKING DESIGN SPECIFICATIONS

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 pour strips, 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 and all areas noted above, 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.

All treads and intermediate landings shall have non-slip surfaces and comply with all applicable codes. 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. Elevators:

Provide two 3,500 lb. minimum, or sized as needed to meet stretcher requirement, 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. minimum, or sized as needed to meet stretcher requirement, 350 ft./min., elevators located towards the southerly side 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.

Elevators and shafts shall be designed to use the exception in ASME 17.1 to eliminate the sprinkler at the top of the elevator shafts.

PUBLIC PARKING DESIGN SPECIFICATIONS

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. 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 separately by the City at a later date.

Blue light Emergency Phones shall be provided in every elevator lobby, on every floor.

PUBLIC PARKING DESIGN SPECIFICATIONS

All light fixtures, plumbing items, signs and other equipment shall be installed with "tamper-proof" hardware to minimize vandalism and theft.

K. Signs and Graphics:

Overhead traffic directional signs shall be required. Interior signs to minimum 8" height letters, 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 a City approved Master Sign Program.

1. 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.

L. Parking Control System:

The parking structure access is provided thru 2 entry lanes and one dedicated exit lane.

Provide Amano McGann, or other City approved, public access system consistent with other City parking structures with automatic gates, ticket dispensers, red/green ball-type traffic control lights.

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 by the City at a later date.

PUBLIC PARKING DESIGN SPECIFICATIONS

M. 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.

N. 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 galvanized 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 galvanized furniture steel; 16 gage steel for 3'-0" openings, 14 gage over 3'-0".

O. 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.

P. 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.

Q. 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.

PUBLIC PARKING DESIGN SPECIFICATIONS

R. 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.

S. 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 respective owner's direction (i.e. Developer or City).

T. Bicycle Storage Space

Public bicycle parking shall be provided as required per applicable code(s).

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.

U. Alternate Materials

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 reasonably 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.

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.

B. Floors:

Finish with steel trowel, finish in rotary pattern to obtain heavy/coarse sweated swirl finish with 1/4" 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.

PUBLIC PARKING DESIGN SPECIFICATIONS

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, 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 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 the Culver City Municipal Code 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.

PUBLIC PARKING DESIGN SPECIFICATIONS

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.

A. Electrical Service:

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):

	<u>Average Maintained</u>
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

PUBLIC PARKING DESIGN SPECIFICATIONS

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 shall be LED. The fixtures shall be energy efficient fixtures, meeting LEED standards. Fixtures in rooms shall be LED 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.

Exhibit "C-2"

(Applicable to Services on Town Plaza Expansion Improvements and Culver Boulevard
Access Improvements)

CITY REQUIRED PROVISIONS

(For Consultant Contracts)

[behind this page]

EXHIBIT C-2**TO****REIMBURSEMENT AGREEMENT (Alternate Form)**

**(Applicable to Services on Town Plaza Expansion Improvements and
Culver Boulevard Access Improvements)**

**CITY CONTRACT REQUIREMENTS
RIDER TO CONTRACT**

Unless such requirements are waived or modified by the City of Culver City ("City") in writing, each Consultant Contract entered into by Developer for the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements (the remaining Public Parking Improvements, if applicable to Consultant's services, shall be covered by a separate Rider to Contract) shall include in its written terms the following requirements or meet the following requirements by attachment to and incorporation into such Consultant Contract the following Rider to Contract.

RIDER TO CONTRACT

This Rider to Contract ("Rider") is attached to and incorporated in that certain Professional Services Agreement ("Agreement") dated _____, 2015, by and between COMBINED/HUDSON 9300 CULVER LLC, a Delaware limited liability company ("Owner") and _____ ("Consultant"). This Rider shall form an integral part of the Agreement and the provisions set forth below shall be controlling notwithstanding anything to the contrary in the Agreement. Wherever possible, the provisions of this Rider and the Agreement shall be construed consistently so that each is given application to the fullest extent possible consistent with its intent. All defined terms used in this Rider and not otherwise defined herein, shall have the meaning prescribed for such term in the Agreement.

1. Consultant hereby agrees that, with respect to the Services to be performed by Consultant for the proposed Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements (collectively, the "Public Improvements Services"), the City shall be an express third party beneficiary of the Agreement, including without limitation a third party beneficiary of all guaranties, warranties, indemnities, defend and hold harmless provisions, and remedies provided to the Owner pursuant to the terms of the Agreement with the same right and authority to enforce the same either concurrently with or separate from the Owner. Loss, waiver or other limitation on such rights as to the Owner shall not affect or impact the City's rights under those provisions, nor shall any such loss, waiver or other limitation on such rights as to the City affect or impact the Owner's rights under such provisions, and each of Owner and City shall have the right to separately and independently exercise such rights as their interests may appear. Nothing herein shall limit Consultant's right to require Owner's timely performance of the Responsibilities of the Owner in accordance with the terms of the Agreement. Nothing in this Rider 1 shall modify the provisions of

the Agreement requiring and/or providing for the Consultant to take direction from or obtain the approvals of Owner, and Consultant shall rely and act upon such directions and approvals from Owner in accordance with the provisions of the Agreement.

2. Without limitation of Rider 1 above, Consultant specifically acknowledges that, with respect to the Public Improvements Services, the City shall be an express third party beneficiary of the indemnities by Consultant set forth in Section ___ of the Agreement. In implementation of Section ___ of the Agreement, Consultant further acknowledges and agrees that the Consultant's indemnity obligations under those provisions to the City are not limited by the insurance coverages that Consultant is required to maintain and if, for any reason such insurance coverages are insufficient to cover all obligations under those indemnity provisions, Consultant shall nevertheless remain responsible to perform those indemnity obligations in full. Consultant further acknowledges and agrees that the Consultant's indemnity obligations under those provisions shall survive termination of the Agreement.

3. The City shall also be named as an additional insured in an endorsement to the insurance policies required by Section ___ and Exhibit C of the Agreement. Consultant shall furnish the City with evidence that such insurance has been obtained upon execution of this Rider by Consultant, Owner and City.

4. In accordance with Section ___ of the Agreement, Consultant acknowledges that it is acting as an independent contractor in performing its obligations under the Agreement and that, without limitation of said Section ___, Consultant shall in no event be considered an agent or employee of the City, and in no event shall Consultant or any of its employees have any right to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits the City provides for its employees. Consultant shall be responsible to pay and hold the City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of any obligations, services or other matters performed by Consultant or its agents or employees pursuant to the Agreement.

5. The City neither undertakes nor assumes nor will it have any responsibility or duty to Consultant or to any employee or agent of Consultant to review, inspect, supervise, pass judgment upon or inform Consultant or any such third party of any matter in connection with the design, development or construction of the Project Improvements, 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 or used in connection with the Public Improvements Services or the Project, any person furnishing the same, or other like matters. Consultant and all employees and agents of Consultant shall rely upon their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Consultant or to any such third party by the City in connection with such matters is for the public purpose of redeveloping the Site, and neither Consultant nor any third party is entitled to rely thereon. Nothing contained in this Rider shall abrogate, supersede, or nullify any right the Owner has to approve documents produced by the Consultant as set forth in the Agreement.

6. Any notices to the City pursuant to the Agreement shall be delivered to the City in the manner provided in Section ___ of the Agreement as the address set forth below. For purposes of this

Rider 6, a general business day on which the Culver City City Hall is closed shall not constitute a business day:

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

With a Copy to: City of Culver City
Attn: Carol Schwab, City Attorney
9770 Culver Boulevard
Culver City, CA 90232-0507

With a Copy to: Kane, Ballmer & Berkman, City Special Counsel
Attn: Kendall D. Levan, Esq.
515 South Figueroa Street, Suite 780
Los Angeles, CA 90071

7. As provided in Section ___ of the Agreement, for the benefit of the City as well as Owner, the Consultant shall comply with all applicable laws, ordinances, rules, regulations and requirements governing the Project, including, without limitation, any current California state laws regarding water consumption and stormwater and waste water retention and discharge to the extent applicable to the scope of Consultant's Services. Consultant shall also, at its expense, procure and maintain all permits, licenses and certificates which may be required at any time in connection with the performance of any work or services performed by or through Consultant pursuant to the Agreement, including, without limitation, a Culver City business tax certificate. Without limitation of the foregoing, Consultant specifically acknowledges and agrees that it shall be responsible for complying with all prevailing wage requirements applicable to the Consultant's services under California Labor Code Section 1720 et. seq., including any work performed by employees, agents or consultants of Consultant pursuant to the Agreement, and including without limitation complying with applicable requirements of California Senate Bill No. 854 signed into law on June 20, 2014.

8. To the extent that applicable Public Improvements Services have been paid for under the Agreement, Consultant specifically acknowledges and agrees that the City shall be the sole owner of any and all computations, plans, drawings, studies, and/or other pertinent data, documents and computer media, including disks and other materials gathered or prepared by Consultant or caused to be gathered or prepared in Consultant's performance of the Public Improvements Services under the Agreement. Such work product, including without limitation the originals thereof and copyright and intellectual property rights, shall be transmitted or caused to be transmitted to the City by Consultant within ten (10) calendar days after a written request therefor is made by the City, at no further cost to the City, and without cost, expense or obligation to Consultant, Owner or any third party, whether the Town Plaza Expansion Improvements, the Culver Boulevard Access Improvements, or the Project are developed or not, and whether or not the Agreement is terminated for any reason. Except for originals thereof, all such written documents shall be provided to City in digital and in hard copy form. The City shall be the owner of all design or other work product produced by any third party consultant whose services are retained by Consultant for the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements, and Consultant shall

deliver such work product to the City within the time frame described in this Rider 8 when the City provides Consultant a written request for such work product. All written documents that are intended for public review shall be provided to the City by Consultant in a format suitable for posting on the internet. Consultant shall be deemed to have irrevocably assigned to the City in perpetuity with no reserved or retained rights in any other persons or entities, all copyrights to such work product. The City hereby grants to Consultant a license, revocable at will of the City, to use and copy such documents during the term of the Agreement for the sole purpose of performing the City Services required under the Agreement. Upon delivery of the work product to the City pursuant to this Rider 8, the City shall have the right to use such materials as it deems necessary and appropriate without obligation or additional cost or expense to Consultant or Owner. Any reuse of such drawings, specifications, and other documents by the City for a purpose other than for the Town Plaza Expansion Improvements or the Culver Boulevard Access Improvements, or any portion thereof, without the written agreement of the Consultant shall be at the City's risk and expense, and without any liability or exposure to the Consultant; and the City shall indemnify and hold harmless the Consultant from any and all third party claims, damages, losses, and expenses arising out of or resulting therefrom.

9. In maintaining its records of Basic Services, Additional Services and Reimbursable Expenses, Consultant shall maintain sufficiently detailed records of the Services performed by or on behalf of Consultant and resulting work that are attributable to the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements so that the calculations and resulting costs and expenses attributable to the portion of Consultant's Services for the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements shall be separately identified and distinguished from the remaining scope of work performed by or on behalf of Consultant pursuant to the Agreement.

10. Consultant acknowledges and agrees that Consultant shall have no rights or remedies against the City for any payments due by Owner to Consultant under the Agreement or for the performance of any of Owner's obligations under the Agreement, and the City's execution of this Rider shall not be construed or interpreted in any way as the City's agreement or consent to be subject to Owner's obligations under the Agreement or to be a guarantor for the performance of Owner's obligations under the Agreement. Except as expressly provided in the last sentence of Rider 8 above, the City shall have no liability whatsoever to Consultant due to the City's execution of this Rider or otherwise.

11. In connection with performance and implementation of the Agreement, Consultant agrees 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 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. Without limitation of the foregoing, Consultant further certifies and agrees that all persons employed or applying for employment by it and all of its subcontractors, sub-consultants, 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, sexual orientation, 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. Consultant shall allow representatives of the Owner and City access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by the Owner or City.

12. In connection with performance and implementation of the Agreement, Consultant agrees to reasonably coordinate its performance of the Services as necessary with other consultants or contractors retained by Owner or the City for the Project.

[This Portion of the Page is Intentionally Left Blank]

13. There shall be no modification, waiver or other alteration or change to the provisions of this Rider without the written consent of all of the parties hereto. In order to evidence their agreement to the provisions of this Rider and their incorporation into the Agreement in accordance with the terms above, Consultant, Owner and City have separately executed this Rider below.

“OWNER”

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”

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: _____
Martin R. Cole, City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“CONSULTANT”

a _____
**see notes below*

Dated: _____ By: _____
Name: _____
Title: _____

Dated: _____ By: _____
Name: _____
Title: _____

*Notes: This document must be executed by the Corporation’s Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations’ Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

[behind this page]

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

The Public Parking Design Specifications include the required design criteria for the design and construction of 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 prior to the Close of Escrow. 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 through fee and easement rights.

I. DESIGN CRITERIA

A. Building Codes:

All design, construction and installation shall conform 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.

B. Facility Description:

The Developer's proposed development is described in the DDA and the Scope of Development attached to the DDA as Attachment No. 3. The development includes two levels of below ground parking, which is comprised of approximately 100 public spaces and up to approximately 171 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 and partially within the City 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 "mechanically ventilated" parking structure of Group S2 occupancy, per the California State Building Code. The 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 a parking ramp and/or express ramp. The express ramp shall be designed to rise one level per run.

C. Dimensions and Clearances:

The minimum vertical clearance from the finish floor to the finished ceiling shall be 7'-0" clear height and 8'-2" clear height where ADA circulation is required. Appurtenances such as lighting, signage, sprinklers, etc., shall not encroach within the minimum clear heights. 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

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

spaces are prohibited. The structural system utilized shall further provide for installation of lighting, signage 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 up to approximately 271 parking spaces in total, of which up to approximately 200 shall be non-tandem spaces, and shall include the requisite number of accessible parking spaces per State of California Building Code Title 24 (ADA) requirements, and as many motorcycle parking spaces and bicycle parking spaces as determined feasible and appropriate by Developer and the City.

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 24'-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 parking 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.
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 no less than 10' 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.

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

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 pour strips, 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 and all areas noted above, 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.

All treads and intermediate landings shall have non-slip surfaces and comply with all applicable codes. 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. Elevators:

Provide two 3,500 lb. minimum, or sized as needed to meet stretcher requirement, 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. minimum, or sized as needed to meet stretcher requirement, 350 ft. /min., elevators located towards the southerly side 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.

Elevators and shafts shall be designed to use the exception in ASME 17.1 to eliminate the sprinkler at the top of the elevator shafts.

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

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. 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 separately by the City at a later date.

Blue light Emergency Phones shall be provided in every elevator lobby, on every floor.

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

All light fixtures, plumbing items, signs and other equipment shall be installed with "tamper-proof" hardware to minimize vandalism and theft.

K. Signs and Graphics:

Overhead traffic directional signs shall be required. Interior signs to minimum 8" height letters, 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 a City approved Master Sign Program.

1. 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.

L. Parking Control System:

The parking structure access is provided thru 2 entry lanes and one dedicated exit lane.

Provide Amano McGann, or other City approved, public access system consistent with other City parking structures with automatic gates, ticket dispensers, red/green ball-type traffic control lights.

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 by the City at a later date.

M. Miscellaneous Metal:

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

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.

N. 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 galvanized 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 galvanized furniture steel; 16 gage steel for 3'-0" openings, 14 gage over 3'-0".

O. 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.

P. 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.

Q. 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.

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

R. 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.

S. 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 respective owner's direction (i.e. Developer or City).

T. Bicycle Storage Space

Public bicycle parking shall be provided as required per applicable code(s).

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.

U. Alternate Materials

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 reasonably 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.

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.

B. Floors:

Finish with steel trowel, finish in rotary pattern to obtain heavy/coarse sweated swirl finish with 1/4" 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.

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

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, 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 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 the Culver City Municipal Code 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.

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

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.

A. Electrical Service:

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):

	<u>Average Maintained</u>
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.

Exhibit "D"

PUBLIC PARKING DESIGN SPECIFICATIONS

Provide lighting panel-boards adjacent to the main switchboard. Circuits to be time switched by programmable lighting controller.

D. Light Fixtures:

Parking area fixtures shall be LED. The fixtures shall be energy efficient fixtures, meeting LEED standards. Fixtures in rooms shall be LED 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.

Exhibit "E"

SCHEDULE OF COMPENSATION

[behind this page]

SCHEDULE OF COMPENSATION

1. METHOD OF PAYMENT. Payment to Developer pursuant to the terms of this Agreement as reimbursement for:

(a) the City's proportionate share of the costs incurred by Developer for Services performed by the Consultants in accordance with their respective Consultant Scope, and not yet reimbursed or paid for by the City, including meetings with City staff, apportioned and allocable to the Public Parking Improvements excluding the Culver Boulevard Access Improvements, which reimbursement shall be made at the rate of twelve percent (12%) of the cost amounts payable to each such Consultant under its Consultant Contract, including actual out-of-pocket costs incurred in performing the Services; and

(b) the City's share of the costs incurred by Developer for Services performed by the Consultants in accordance with their respective Consultant Scope, and not yet reimbursed or paid for by the City, including meetings with City staff, specifically applicable to the Town Plaza Expansion Improvements, which reimbursement shall be made in the amount equal to the full amount of such costs attributable to the Town Plaza Expansion Improvements, subject, in total, to the Maximum Cap Amounts of the City provided for in Section 4 below; and

(c) the City's share of the costs incurred by Developer for Services performed by the Consultants in accordance with their respective Consultant Scope, and not yet reimbursed or paid for by the City, including meetings with City staff, specifically applicable to the Culver Boulevard Access Improvements, which reimbursement shall be made in the amount equal to the full amount of such costs attributable to the Culver Boulevard Access Improvements, subject, in total, to the Maximum Cap Amounts of the City provided for in Section 4 below.

With regard to each of the above, the Services performed by the Consultants in accordance with their respective Consultant Scope for which the City is agreeing to reimburse Developer the City's share of costs resulting therefrom in accordance with this Exhibit "E" shall reflect the logical evolution of any previous City-approved Plans as of the date of such work (i.e., logical evolution of Schematic Design to Design Development plans, logical evolution of Design Development plans to Construction Documents).

2. BILLING. At the end of each calendar month in which Developer incurs costs and expenses for Services performed by a Consultant pursuant to its respective Consultant Contract and in accordance with its respective Consultant Scope, which Services reflect the logical evolution of any previous City-approved Plans as of the date of such work (i.e., logical evolution of Schematic Design to Design Development plans, logical evolution of Design Development plans to

Construction Documents), and prior to the 10th day of the following month, Developer shall submit an invoice to the City at the following address:

City of Culver City
Attn: Community Development Director
9770 Culver Boulevard
Culver City, CA 90232-0507

The invoice submitted pursuant to this paragraph shall identify in writing the City Agreement Number, hours worked by each person who performed services during the billing period and the hourly rate of pay for each person who performed services if the billing is for additional services being billed on an hourly basis, the dates on which the services were performed, a description of the services performed including the estimated percentage of the applicable Phase of work then completed (e.g., (1) Schematic Design Phase, (2) Design Development Phase, (3) Construction Documentation Phase (which includes bidding and negotiations), and (4) Construction Observation Phase), actual out-of-pocket expenses incurred in the performance of the Services, and such other information as the City may reasonably require. Services performed by the Consultants that are attributable to the Town Plaza Expansion Improvements and/or the Culver Boulevard Access Improvements and resulting costs and expenses relating to the Town Plaza Expansion Improvements and/or the Culver Boulevard Access Improvements shall be separately identified in the invoices with specific cost and expense amounts delineated. With respect to all requests for reimbursements for which payment has already been made by Developer to a Consultant but not yet reimbursed by the City, Developer shall also submit to the City a certification of the date and amount of such payment made to such Consultant. Notwithstanding anything herein to the contrary, promptly following the Effective Date of this Agreement, the Parties acknowledge and agree that a catch-up request for reimbursement, including the required detail for invoices described above, will be made by Developer and payable by the City for all reimbursable costs and expenses approved by the City and due from Services performed by a Consultant with respect to the Parking Improvements prior to the Effective Date of this Agreement which are not covered and reimbursed under the Reimbursement Agreement for Costs to Date entered into by and between the Parties on July 13, 2015 and which are not yet reimbursed or paid for by the City, in the total amount of _____ (\$ _____), which amount includes _____ (\$ _____) applicable to the Culver Boulevard Access Improvements.

3. TIME OF PAYMENT. Payment to Developer of any undisputed portion of the invoice shall be made within thirty (30) calendar days after submittal of Developer's invoice and approval by City, in accordance with City's normal demand procedure. If the City objects to or disputes any invoice or portion thereof, the City and Developer agree to meet and confer as soon as possible to

discuss and attempt to resolve in good faith any such objection or dispute of the City.

4. MAXIMUM COMPENSATION. Notwithstanding the foregoing, the total amount of the City's reimbursement of expenses and costs to Developer for the Services performed by the Consultants relating to the Public Improvements, which amount includes (i) the total amount of _____ (\$ _____) to be reimbursed or reimbursable to Developer as a catch-up payment in accordance with Section 2 above for Consultant Services performed prior to this Agreement but not yet reimbursed or paid for by the City, (ii) the \$107,232 for Consultant Services already reimbursed or reimbursable by the City pursuant to the Reimbursement Agreement for Costs to Date entered into by and between the Parties on July 13, 2015, and (iii) the Services contemplated in this Agreement, shall not exceed the total amount of (individually referred to as the "Maximum Cap Amount" and collectively referred to as the "Maximum Cap Amounts"):

(a) THREE HUNDRED AND THIRTY THOUSAND DOLLARS (\$330,000) with respect to the costs apportioned and allocable to the Public Parking Improvements excluding the Culver Boulevard Access Improvements, which amount includes all out-of-pocket expenses;

(b) FORTY THOUSAND DOLLARS (\$40,000) with respect to the costs attributable to the Town Plaza Expansion Improvements, which amount includes all out-of-pocket expenses; and

(c) _____ (\$ _____) with respect to the costs attributable to the Culver Boulevard Access Improvements, which amount includes all out-of-pocket expenses.

Notwithstanding the foregoing, as set forth in Section 6 of the Agreement, the foregoing reimbursement Maximum Cap Amounts shall not apply to a reimbursement to Developer for any prior City-approved cost and expense overruns incurred under a Consultant Agreement that are outside of the basic fixed fee services described in such Consultant Scope and which are attributable to additional Services that were approved by the City with respect to the Public Improvements, and for which the Community Development Director has expressly authorized the City's use of available contingency funds budgeted and allocated by the City to the design and planning of the Public Improvements. To the extent such cost or expense overrun is attributable solely to or located solely on the Town Plaza Expansion Improvements or the Culver Boulevard Access Improvements, or solely on the Town Plaza Expansion Improvements and the Culver Boulevard Access Improvements, and such cost or expense overrun and the use of contingency funds has been approved and authorized by the Community Development Director from available contingency budgeted and allocated by the City to the design and planning of the Town Plaza Expansion Improvements or the Culver Boulevard Access Improvements, respectively, the

City shall bear the entire amount of such expense or cost payable from such available contingency. To the extent such cost or expense overrun is attributable solely to the integrated Parking Improvements of the Project Improvements excluding the Culver Boulevard Access Improvements, and such cost or expense overrun and the use of contingency funds has been approved and authorized by the Community Development Director from available contingency budgeted and allocated by the City to the design and planning of the Public Parking Improvements excluding the Culver Boulevard Access Improvements, the City shall bear twelve percent (12%) of such expense or cost in accordance with the allocation of shared costs between the City and Developer for such Parking Improvements as set forth in Section 1(a) above. To the extent such cost or expense overrun is attributable to both (i) Town Plaza Expansion Improvements and/or the Culver Boulevard Access Improvements and (ii) the Parking Improvements exclusive of the Culver Boulevard Access Improvements, the Parties shall equitably allocate the cost of the work involved in such cost overrun among those improvements and the reimbursement shall be based upon the applicable principles set forth above for each type of work (e.g. 12% to the City for Parking Improvements exclusive of the Culver Boulevard Access Improvements, and 100% to the City for the Town Plaza Expansion Improvements and/or the Culver Boulevard Access Improvements). Such additional reimbursement to Developer shall not, in any event, exceed the amounts of available contingency funds budgeted and allocated by the City to the design and planning of (i) the Public Parking Improvements excluding the Culver Boulevard Access Improvements, (ii) the Town Plaza Expansion Improvements, and (iii) the Culver Boulevard Access Improvements, without further authorization from the City Council. The amount of available authorized contingency for any such cost or expense overrun for the Public Parking Improvements excluding the Culver Boulevard Access Improvements which is subject to such City administrative approval is the amount of Zero Dollars (\$0.00). The amount of available authorized contingency for any such cost or expense overrun for the Town Plaza Expansion Improvements which is subject to such City administrative approval is the amount of Zero Dollars (\$0.00). The amount of available authorized contingency for any such cost or expense overrun for the Culver Boulevard Access Improvements which is subject to such City administrative approval is the amount of Zero Dollars (\$0.00).

Exhibit "F"

INSURANCE REQUIREMENTS

(For Consultants)

[behind this page]

EXHIBIT F**TO****REIMBURSEMENT AGREEMENT (Ehrlich and Other Consultants)****EXHIBIT __ TO OWNER-ARCHITECT AGREEMENT/OWNER-CONSULTANT
PROFESSIONAL SERVICES AGREEMENT****INSURANCE REQUIREMENTS**

The Architect/Consultant shall furnish the following insurance with respect to the Project or the Services required under the Agreement:

1.1 Professional Liability. The Architect/Consultant shall obtain for the benefit of the Project or Services under the Agreement professional liability insurance, including contractual liability coverage, having a minimum limit in the aggregate of \$2,000,000 for each claim, and an aggregate limit of \$2,000,000 for all claims arising out of Services performed under the Agreement. Such insurance shall be maintained for a period of three (3) years after completion of the Services. Limits shall apply on a "per project" basis. The professional liability policy shall not exclude bodily injury or property damage, and shall not have a residential/multi-family exclusion. The professional liability deductible or SIR shall not exceed \$25,000.

1.2 Commercial Liability and Other Insurance. At all times while the Agreement is in effect, Architect/Consultant shall maintain in force at its expense:

1.2.1 Commercial general liability insurance, including insurance against assumed or contractual liability of the Architect/Consultant, with a combined single limit for each occurrence of not less than \$3,000,000 (by combination of primary and excess coverage) with respect to claims and damages arising out of personal injury, bodily injury, accident, sickness, disease, death, advertising injury, or property damage. The general aggregate amount shall apply on a "per project" basis. The commercial general liability policy deductible or SIR shall not exceed \$25,000. The commercial general liability policy shall not have a Completed Operations exclusion.

1.2.2 If and to the extent required by law, worker's compensation or similar insurance in amounts, and in a form, as required by California law. Employer's Liability coverage shall also be provided with not less than a \$1,000,000 limit per accident.

1.2.3 Automobile liability insurance to insure Architect/Consultant for operations of all hired and non-owned vehicles with limits for each accident of not less than \$1,000,000 Combined Single Limit with respect to Bodily Injury, Death and Property Damage.

1.2.4 All insurance required under this Section 1.2, with the exception of Section 1.2.2, shall name (a) City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (b) Successor Agency to the Culver City Redevelopment Agency, members of the Board of Directors, its officers, agents, and employees, and (c) Owner, Combined

Properties Incorporated and/or, at the option of the Owner, the Owner's affiliated or related designees and lenders, as Additional Insureds pursuant to the Additional Insured Endorsement on either ISO form CG 2010 11 85, or the combination of forms CG 2010 10 93 and CG 2037 10 01.

1.2.5 All insurance required under paragraphs 1.2.1 and 1.2.3, above, shall be primary, and any insurance carried by Owner or the City of Culver City or the Successor Agency to the Culver City Redevelopment Agency shall be non-contributory.

1.3 Valuable Papers Insurance. Architect/Consultant shall maintain valuable papers insurance for all plans, designs, drawings, specifications and documents in an amount not less than thirty-five percent (35%) of the total amount to be paid to Architect/Consultant.

1.4 Certificates of Insurance. At the time of commencement of Services under the Agreement, certificates of insurance and policy endorsements reflecting the actual maintenance and validity of the insurance policies required by this Article shall be filed by Architect/Consultant with the Owner and City of Culver City. Additionally, Architect/Consultant shall file with the Owner and City of Culver City the provision in the insurance policies that expressly allows, but does not require, third parties or additional insureds, as applicable, to pay the applicable deductible or SIR if Architect/Consultant fails to do so, as described below in Section 1.9. All certificates of insurance shall bear the endorsement "not to be canceled, allowed to lapse or substantially modified without thirty (30) days' prior written notice (ten (10) days prior notice for cancellation for nonpayment of premium) by certified mail, return receipt requested, to the (a) Owner, c/o Combined Properties, Incorporated, 1025 Thomas Jefferson St., NW Suite 700 East Washington, DC 20001, Attn: Project Manager, by Certified Mail, Return Receipt Requested, (b) City of Culver City, Attn: Sol Blumenfeld, Community Development Director, 9770 Culver Boulevard, Culver City, California 90232-0507, by Certified Mail, Return Receipt Requested."

1.5 Term of Insurance. The insurance to be obtained hereunder shall remain in effect for a period of three (3) years from the date of final acceptance of the Project or Services by the Owner. Architect/Consultant shall have the right to change insurance carriers only if such change is without prejudice to any claim (asserted or unasserted) of Owner, City of Culver City, or Successor Agency to the Culver City Redevelopment Agency, and this is confirmed in writing to the Owner and the City of Culver City by the new insurance carrier, whether asserted or unasserted, and Architect/Consultant shall deliver a certified copy of such proposed replacement insurance certificate to Owner and the City of Culver City at least thirty (30) days prior to the expiration date of Architect's/Consultant's insurance policy then in effect. If the terms of coverage (other than limits as set forth above) of such policies are reasonably unacceptable to the Owner, Architect/Consultant shall at Owner's request and expense revise its coverage or obtain additional coverage, as the Owner may deem appropriate, which changes in coverage shall not affect the terms for insurance coverage required for the benefit of the City of Culver City or the Successor Agency to the Culver City Redevelopment Agency described in this exhibit without their respective written consent.

1.6 Waiver of Subrogation.

1.6.1 Owner and Architect/Consultant hereby waive rights of subrogation against each other and each other's employees, agents, affiliates, consultants and contractors to the extent

such claims are covered by builder's risk insurance provided under the Agreement by either party. Such waivers shall be endorsed on to the builder's risk policy carried by either party.

1.6.2 All insurance listed in this exhibit, above, shall include an endorsement providing a waiver of subrogation stating that the insurer waives its rights of subrogation against the Owner, the City of Culver City, and the Successor Agency to the Culver City Redevelopment Agency.

1.7 Consultant Requirements. Unless otherwise authorized by the Owner in writing, the Architect/Consultant shall insure that each consultant retained by the Architect/Consultant on this Project maintains the same insurance coverage as required of the Architect/Consultant in this Exhibit F for the same period of time as is required of the Architect/Consultant, and the Architect/Consultant shall provide Owner with evidence of such insurance upon request of the Owner.

1.8 All insurance listed in this exhibit shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-:VII or better in the current Best's Insurance Reports.

1.9 All insurance listed in this exhibit, above, shall allow, but not require, third parties or additional insureds, as applicable, to pay the applicable deductible or SIR if Architect/Consultant fails to do so. Notwithstanding, however, for each insurance coverage listed above that has a deductible or SIR provision, Architect/Consultant shall be responsible for paying the applicable deductible and SIR for all insurance and be liable to the City of Culver City and Successor Agency to the Culver City Redevelopment Agency for said payments, in the same manner as those interests would have been protected had the policies not contained a deductible or SIR provision. The deductible or SIR amount shall be shown on any "evidence of insurance" provided to the City of Culver City and Successor Agency to the Culver City Redevelopment Agency.

Exhibit "G"

SAMPLE CERTIFICATE OF LIABILITY INSURANCE

(For Developer)

[behind this page]

TO BE UPDATED

Exhibit "H"

CONCEPT DESIGN – CULVER BOULEVARD ACCESS IMPROVEMENTS

[behind this page]

TO BE UPDATED