DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

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

and

3727 Robertson, LLC
a California limited liability company

(3725 Robertson Boulevard, Culver City, California)

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ATTACHMENTS

DISPOSITION AND DEVELOPMENT AGREEMENT

(3725 Robertson Boulevard)

This Disposition and Development Agreement ("Agreement") is entered into by and between THE CITY OF CULVER CITY, a charter city of the State of California ("City"), and 3727 ROBERTSON, LLC, a California limited liability company ("Developer). This Agreement is dated as of the date the City executes this Agreement ("Effective Date"). The City and the Developer agree as follows:

RECITALS

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

A. The purpose of this Agreement is to effectuate certain public and municipal purposes of the City and certain public and governmental uses of the City Parcel, including but not limited to municipal public parking and affordable housing, by providing for the improvement and development of the City Parcel and the Developer Parcel (both parcels to be developed by Developer together as one parcel of real property (defined herein as the "Site")) with construction of a mixed use transit oriented development in conformity with the Scope of Development (Attachment No. 3), comprised of (i) one basement level of parking with 19 stalls, (ii) 3,884 square feet of retail and restaurant space and outdoor dining on the ground floor, (iii) 5,455 square feet of office space on the second floor, (iv) 12 residential units on the third, fourth and fifth floors, of which 3 are to be affordable, and (v) certain off-street parking improvements to include 3 at-grade public parking spaces for a 25 year period, all as defined herein as the "Project".

B. The Site is comprised of the Developer Parcel and the City Parcel. The Site, Developer Parcel and City Parcel are depicted on the Site Map, attached hereto, labeled "Attachment No. 1" and incorporated herein by this reference. The City Parcel is described on the Legal Description - City Parcel, attached hereto, labeled "Attachment No. 2-A" and incorporated herein by this reference. The Developer Parcel is described on the Legal Description - Developer Parcel, attached hereto, labeled "Attachment No. 2-B" and incorporated herein by this reference.

C. The Developer currently owns fee title to the Developer Parcel and shall acquire the City Parcel from the City and retain both parcels as one parcel of real property, defined as the Site herein, in accordance with the terms and conditions of this Agreement and the City Documents.

D. The City currently owns fee title to the City Parcel. The City shall acquire the Public Parking Easement within the Project to provide for the construction, maintenance, repair and replacement by the Developer at the sole cost and expense of the Developer of the Public Parking Improvements and the use and operation thereof by the City for a 25 year period.

E. By this Agreement, and subject to the terms and conditions herein, (i) the City agrees to convey to Developer, and Developer agrees to acquire from the City the City Parcel; (ii) the Developer agrees to retain the Developer Parcel and the City Parcel as one parcel, defined as the Site herein; (iii) Developer agrees to Develop and Construct (defined below) the Project and to record certain easements and covenants, conditions and restrictions against the Site for the benefit of the City, the public, and the Public Parking Easement, as described further in this Agreement; and (iv) the Developer agrees to grant to the City at Closing the Public Parking Easement.

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

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

100. DEFINITIONS

101. Definitions

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

"***Additional Letter of Credit***" shall have the meaning as set forth in Section 307.5.1 of the Agreement.

"Affiliate" means (i) any party directly or indirectly controlling, controlled by or under common control with another party, (ii) any party owning or controlling 50% or more of the outstanding voting securities of such other party, (iii) any officer, director or partner of such party, or (iv) if such other party is an officer, director or partner, any company for which such party acts in any such capacity. The term "control" as used in the immediately preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person, or the power to control election of the board of directors.

"Affordable Housing Covenants" means the covenants and restrictions which shall be applicable to the Affordable Housing Units in accordance with the provisions of this Agreement. The Affordable Housing Covenants shall be included in the Grant Deed as to the City Parcel and in the Agreement Containing Covenants as to the Developer Parcel.

"***Affordable Housing Restriction Period***" shall mean 55 years from the date of the issuance by the City of the Release of Construction Covenants for the Project. The Affordable Housing Restriction Period shall apply to each of the Affordable Housing Units.

"Affordable Housing Units" means the one low income, one moderate income and one workforce income dwelling units to be constructed and incorporated into the Project by

the Developer and operated by the Developer pursuant to the Affordable Housing Covenants and to be rented at an Affordable Rent exclusively to Low Income tenants, Moderate Income tenants and Workforce Income tenants respectively.

"***Affordable Rent***"

(i) As used in this definition, "family size appropriate to the unit" shall equal the number of bedrooms in the Affordable Housing Unit plus one.

(ii) With regard to Low Income tenants, Affordable Rent means a monthly rent that, when added to the Utility Allowance, does not exceed 1/12 of 30% of 60% of Area Median Income adjusted for family size appropriate to the unit.

(iii) With regard to Moderate Income tenants, Affordable Rent means a monthly rent that, when added to the Utility Allowance, does not exceed 1/12 of 30% of 110% of Area Median Income adjusted for family size appropriate to the unit.

(iv) With regard to Workforce Income tenants, Affordable Rent means a monthly rent that, when added to the Utility Allowance, does not exceed 1/12 of 30% percent of 192% of Area Median Income adjusted for family size appropriate to the unit.

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

"Agreement Containing Covenants" means the agreement containing covenants affecting real property to be recorded against the Developer Parcel at Closing for the benefit of the City and the City's Public Parking Easement and rights to enforce the Affordable Housing Covenants, substantially in the form attached to this Agreement as Attachment No. 6.

"ALTA Policy" is defined in Section 307.

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

"***Area Median Income***" means the median income of the Los Angeles-Long Beach, CA HUD Metro FMR Area, adjusted for family size by HUD, as determined by HUD and published annually by the California Department of Housing and Community Development.

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

"Change of Control" means the issuance or transfer of ownership interests in the Developer to any person or entity, when, as a result of such issuance or transfer, either (i) a new person or entity becomes the direct or indirect owner of more than fifty percent (50%) of the

ownership interests of the Developer, or (ii) a person or entity holding more than fifty percent (50%) of the Developer no longer holds an ownership interest in the Developer of more than fifty percent (50%). "Change of Control" shall exclude a Permitted Transfer.

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

"City Documents" means, collectively, this Agreement, the Public Parking Easement, Reports and Data, Guaranty Agreement, Right of Entry Agreement, Grant Deed, Agreement Containing Covenants, Affordable Housing Covenants, the Notice of Affordability Restrictions, the Subterranean and Airspace Encroachment Agreement and any and all other agreements, amendments or modifications entered into by and between the City and Developer to effect the purposes of the foregoing.

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

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

"City Parcel" means that certain real property located at 3725 Robertson Boulevard, Culver City, and legally described in the Legal Description attached to this Agreement as Attachment No. 2-A, that will be conveyed to the Developer at the Closing, which the Developer will hold as one parcel with the Developer Parcel to comprise the Site; and Developer shall Develop and Construct on the Site all of the Project Improvements pursuant to this Agreement.

"City Parcel Consideration" means the consideration to be received by the City for the conveyance of the City Parcel to Developer pursuant to this Agreement, including without limitation the Public Parking Easements, the Affordable Housing Covenants and the obligations of the Developer under the Grant Deed and the Agreement Containing Covenants.

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

"CLTA Policy" is defined in Section 307.

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

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

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

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

"Conveyance" is defined in Section 301.1.

"***Culver City Resident***" is defined in Section 501.3.

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

"Default" means the failure of a Party to perform any action or covenant required by this Agreement within the time periods provided therein following notice and opportunity to cure, as set forth in Section 601.

"Develop and Construct" means, with respect to any component of the Project, that Developer shall develop and cause a qualified and licensed contractor to construct such component. As used in the immediately preceding sentence, "cause" shall include without limitation the Developer taking all necessary steps and signing all necessary documents to effectuate such construction activities to be performed by duly licensed construction contractors or to otherwise be done in compliance with all applicable contractor licensing requirements of the State of California.

"Developer" means 3727 Robertson, LLC, a California limited liability company, whose address is 520 S. Lafayette Park Place, #503, Los Angeles, California 90057, and any permitted assignees or nominee. Michael A. Halaoui and Bernard F. Ashkar are managing members of the Developer.

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

"Developer Parcel" means that certain real property located at 3727 Robertson Boulevard, Culver City, California 90034 and legally described in the Legal Description attached to this Agreement as Attachment No. 2-B, which parcel will be retained by the Developer and held by Developer as one parcel together with the City Parcel to be acquired by Developer at the Closing to comprise the Site; and Developer shall Develop and Construct on the Site all of the Project Improvements pursuant to this Agreement.

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

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

"Encroachment" is defined in Section 803.1.

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

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

- Report of _____
- Report of _____.

"Escrow" means the escrow for the Conveyance and Closing to be established pursuant to Section 302.1.

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

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

"Escrow Costs" is defined in Section 302.2.

"Event of Default" is defined in Section 601.

"Evidence of Financing" is defined in Section 314.

"Final Map" means the map filed with the County of Los Angeles and recorded in the Official Records establishing the legal boundaries of the Site.

"Force Majeure" is defined in Section 706.

"General Contractor" is defined in Section 407.

"Good Faith Deposit" means the good faith deposit provided by the Developer to the City and described in Section 301.2.

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

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

"Guaranty Agreement" shall mean that document to be executed by Icon West, Inc., a California corporation, pursuant to Section 206.4 to guarantee the obligations of Developer under this Agreement, including without limitation the Completion of the development of the Project, substantially in the form attached to this Agreement as Attachment No. 10.

"Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, asbestos; polychlorinated biphenyls (whether or not highly chlorinated); radon gas; radioactive materials; explosives; chemicals known to cause cancer or reproductive toxicity; hazardous waste, toxic substances or related materials; petroleum and petroleum product, including, but not limited to, gasoline and diesel fuel; those substances defined as a "Hazardous Substance", as defined by Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et seq*., or as "Hazardous Waste" as defined by Section 6903 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*; an "Extremely Hazardous Waste," a "Hazardous Waste" or a "Restricted Hazardous Waste", as defined by The Hazardous Waste Control Law under Section 25115, 25117 or 25122.7 of the California Health and Safety Code, or is listed or identified pursuant to Section 25140 of the California Health and Safety Code; a "Hazardous Material", "Hazardous Substance," "Hazardous Waste" or "Toxic Air Contaminant" as defined by the California Hazardous Substance Account Act, laws pertaining to the underground storage of hazardous substances, hazardous materials release response plans, or the California Clean Air Act under Sections 25316, 25281, 25501, 25501.1 or 39655 of the California Health and Safety Code; "Oil" or a "Hazardous Substance" listed or identified pursuant to 311 of the Federal Water Pollution Control Act, 33 U.S.C. 1321; a "Hazardous Waste," "Extremely Hazardous Waste," or an "Acutely Hazardous Waste" listed or defined pursuant to Chapter 11 of Title 22 of the California Code of Regulations Sections 66261.1-66261.126; chemicals listed by the State of California under Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 as a chemical known by the State to cause cancer or reproductive toxicity pursuant to Section 25249.8 of the California Health and Safety Code; a material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, materially damages or threatens to materially damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or government agency requires in order for the property to be put to the purpose proposed by this Agreement; any material whose presence would require remediation pursuant to the guidelines set forth in the

California Leaking Underground Fuel Tank Field Manual, whether or not the presence of such material resulted from a leaking underground fuel tank; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 *et seq.*; asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*; any radioactive material including, without limitation, any "source material," "special nuclear material," "by-product material," "low-level wastes," "high-level radioactive waste," "spent nuclear fuel" or "transuranic waste" and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. 2011 *et seq.*, the Nuclear Waste Policy Act, 42 U.S.C. 10101 *et seq.*, or pursuant to the California Radiation Control Law, California Health and Safety Code, Sections 25800 *et seq.*; hazardous substances regulated under the Occupational Safety and Health Act, 29 U.S.C. 651 *et seq.*, or the California Occupational Safety and Health Act, California Labor Code, Sections 6300 *et seq.*; and/or regulated under the Clean Air Act, 42 U.S.C. 7401 *et seq.* or pursuant to the California Clean Air Act, Sections 3900 *et seq.* of the California Health and Safety Code; or any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Governmental Requirements either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as "hazardous" or harmful to human health or the environment.

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

"***HUD***" shall mean the United States Department of Housing and Urban Development.

"***Indemnitees***" shall have the meaning as set forth in Section 307.5.1 of the Agreement.

"Institutional Lender" means any of the following institutions having assets or deposits in the aggregate of not less than Fifty Million Dollars ($50,000,000): a California chartered bank; a bank created and operated under and pursuant to the laws of the United States of America; an "incorporated admitted insurer" (as that term is used in Section 1100.1 of the California Insurance Code); a "foreign (other state) bank" (as that term is defined in Section 1700(1) of the California Financial Code); a federal savings and loan association (Cal. Fin. Code Section 8600); a commercial finance lender (within the meaning of Sections 2600 *et seq*. of the California Financial Code); a "foreign (other nation) bank" provided it is licensed to maintain an office in California, is licensed or otherwise authorized by another state to maintain an agency or branch office in that state, or maintains a federal agency or federal branch in any state (Section 1716 of the California Financial Code); a bank holding company or a subsidiary of a bank holding company which is not a bank (Section 3707 of the California Financial Code); a trust company, savings and loan association, insurance company, investment banker; college or university; pension or retirement fund or system, either governmental or private, or any pension

or retirement fund or system of which any of the foregoing shall be trustee, provided the same be organized under the laws of the United States or of any state thereof; a Real Estate Investment Trust, as defined in Section 856 of the Internal Revenue Code of 1986, as amended, provided such trust is listed on either the American Stock Exchange or the New York Stock Exchange; or an investment fund, limited liability company or partnership with investors who themselves are Institutional Investors and who hold at least a 50% capital interest in such fund, limited liability company or partnership.

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

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

"***Letter of Credit***" shall have the meaning as set forth in Section 307.5.1 of the Agreement.

"***Liabilities***" shall have the meaning as set forth in Section 307.5.1 of the Agreement.

"*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.

"***Low Income***" shall have the meaning given to the term "lower income" in California Health and Safety Code Section 50079.5. The upper income limit for Low Income households shall be the income limits for such households published annually by the California Department of Housing and Community Development with adjustments for household size.

"Maintenance Standards" is defined in Section 502.

"***Marketing and Tenant Selection Plan***" means a plan for the marketing of the Affordable Housing Units and selection of qualified tenants thereof, to be submitted by the Developer to the City for City approval by the date set forth in the Schedule of Performance.

"***Moderate Income***" shall have the meaning given to the term "persons and families of moderate income" in California Health and Safety Code Section 50093(b), adjusted for applicable household size.

"Notice" shall mean a notice in the form prescribed by Section 701.

"***Notice of Affordability Restrictions***" shall mean the Notice of Affordability Restrictions on Transfer of Property to be recorded concurrently with the recording of the City Parcel Grant Deed and Agreement Containing Covenants in such form as is reasonably approved by the City, which Notice shall include reference to the 55-year Affordable Housing Restriction Period.

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

"Outside Closing Date" means _____, 20__ or such date as may be agreed to in writing signed by City and Developer.

"Party" means either Developer or City, ***"Parties"*** means both Developer and City.

"Permitted Transfer" means a Transfer to any person to whom a Transfer of this Agreement or the Site has been approved by the City in writing not to be unreasonably withheld or delayed or to whom the express provisions of this Agreement permit a Transfer to be made without City approval. A Permitted Transfer shall include any transfer of the membership interests of Developer, or of the membership interests in any entity which directly or indirectly controls Developer, by gift, bequest, inheritance or other estate planning process (such as transfer to a family-owned trust), provided that such action (a) does not result in a change in the identity of the managing member(s) of Developer, or any party which directly or indirectly controls Developer, or (b) does not otherwise result in a Change of Control.

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

"Plans" shall mean any architectural and construction plans and drawings prepared on behalf of Developer for the Project in accordance with this DDA.

"Project" means the Project Improvements to be Developed and Constructed on the Site, including without limitation the Public Parking Improvements and the Affordable Housing Units, and all on and off-site improvements for the Project Improvements, as more particularly described in this Agreement including, without limitation, the Scope of Development, and as more particularly described in plans and entitlements approved by the City for the Project Improvements.

"Project Costs" shall mean all costs which are actually incurred by Developer for the development of the Project, and shall include, without limitation, all of the items of cost as determined for the design, planning, development and construction of (i) the Project Improvements, (ii) the Public Parking Improvements, and (iii) the Affordable Housing Units.

"Project Improvements" means a mixed use transit oriented development comprised of (i)) one basement level of parking with 19 stalls, (ii) 3,884 square feet of retail and restaurant space and outdoor dining on the ground floor, (iii) 5,455 square feet of office space on the second floor, (iv) 12 residential units on the third, fourth and fifth floors, of which 3 are to be affordable, (v) certain off-street parking improvements to include 3 at-grade public parking spaces for a 25 year period (defined herein as the Public Parking Improvements) and (vi) miscellaneous other private and public improvements, all as more thoroughly described in the Scope of Development, to be owned by the Developer subject to the Public Parking Easement and Affordable Housing Covenants and the terms and conditions of this Agreement, and which the Developer shall Develop and Construct on the Site in accordance with this Agreement including, without limitation, the Scope of Development and Plans approved by the City for the Project.

"Proof of City Parcel Consideration" means satisfactory evidence submitted by the Developer to the City and approved by the City pursuant to this Agreement demonstrating that the City shall have received the City Parcel Consideration at the Closing.

"Public Parking Design Specifications" means the design criteria to which the Developer shall design, Develop and Construct the Public Parking Improvements in accordance with Section 901, attached to this Agreement as Attachment No. 11.

"Public Parking Easement" means the easement to be granted by the Developer to the City and recorded against the Site at Closing in favor of the City pertaining to the construction, use, operation, maintenance, repair and replacement of the Public Parking Improvements.

"Public Parking Improvements" means three (3) at-grade public parking spaces, as more thoroughly described in the Scope of Development, to be owned by the City, and which the Developer shall Develop and Construct on and within the Site, in accordance with the Public Parking Design Specifications and the Scope of Development, and this Agreement. The Public Parking Improvements shall be comprised of 3 non-tandem parking spaces meeting the Public Parking Design Specifications and shall be located as designated in the Public Parking Easement adjacent to the two required car share parking spaces, to be used and operated by the City for 25 years as public parking.

"Release of Construction Covenants" means the document which evidences Developer's satisfactory completion of the construction of the Project Improvements in accordance with this Agreement, as set forth in Section 413, and to be recorded against the Site, substantially in the form which is attached hereto as Attachment No. 7.

"***Relocation Costs***" shall have the meaning as set forth in Section 307.5.1 of the Agreement.

"***Relocation Laws***" means all applicable state and local laws providing relocation benefits and assistance, and providing for compensation for the acquisition of property interests, including, without limitation, the California Relocation Assistance Law, Government Code section 7260 *et seq*. and the implementing regulations thereto in the California Code of

Regulations, Title 24, section 6000 *et seq*. and the local implementing regulations thereto, and all applicable federal relocation laws, including, without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4201-4655, and 49 CFR Part 24, the acquisitions and eminent domain laws in Government Code section 7267 *et seq*. and Code of Civil Procedure section 1240.000 *et seq*. and any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance and benefits, and compensation for the acquisition of property interests.

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

"***Retail and Restaurant Space***" means the 3,884 square feet of retail and restaurant space and outdoor dining to be located on the ground floor of the Project Improvements.

"Retail and Restaurant Tenant" means those businesses or organizations that are approved by the City to occupy the Retail and Restaurant Space pursuant to the terms of this Agreement.

"Right of Entry Agreement" means that certain agreement to be executed by the Parties allowing the Developer to access the Site for predevelopment work, substantially in the form attached to this Agreement as Attachment No. 9.

"Right of Reverter" shall have the meaning given to it in Section 613.

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

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

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

"Site" consists of the Developer Parcel and the City Parcel, as described in Recitals C and D, as depicted on the Site Map, and as legally described in the Developer Parcel and City Parcel Legal Descriptions.

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

"***Survey***" is defined in Section 306.

"Title Company" is defined in Section 306.

"Title Report" is defined in Section 306.

"Transfer" means and includes any sale, transfer, assignment, subdivision, lease, sublease, license, franchise, conveyance, gift, hypothecation, mortgage, pledge or encumbrance, or refinancing, or the like (but excluding any Permitted Transfer) of the Site or the Developer or any portion thereof or any interest therein or of this Agreement, to any person or entity. Subsequent to the Completion of construction of the Project, "Transfer" shall expressly exclude any lease or sublease of a residential, retail or office unit for tenant occupancy.

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

"Utilities" is defined in Section 803.1.

"***Utility Allowance***" means an amount designated by the City's Housing Authority as a reasonable estimate of the cost of utilities paid by tenants of an Affordable Housing Unit, for purposes of calculating Affordable Rent.

"***Workforce Income***" means an income of a person or family not exceeding 192% of Area Median Income, adjusted for applicable household size.

102. Singular and Plural Terms

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

103. Accounting Principles

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

104. References and Other Terms

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

105. Attachments Incorporated

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

200. SUBJECT OF AGREEMENT

201. Purpose of the Agreement

The purpose of this Agreement is to provide for the sale of the City Parcel and development of the Site and the effectuation of the public purposes and uses referred to herein. This Agreement is entered into for the purpose of development of the Project on the Site pursuant to this Agreement. The fulfillment generally of the Agreement is in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws and requirements under which the Project has been undertaken and is being assisted.

202. Proposed Public Purposes

The proposed public purposes to be accomplished by the implementation of this Agreement include the provision of affordable housing, the provision of municipal public parking, and the furtherance of transit oriented development as a way of strengthening the use of the transportation facilities in the vicinity of the Site in which the City and other governmental agencies have invested substantial taxpayer funds.

203. Proposed Governmental Uses

The proposed governmental uses to be incorporated into the Site include the Affordable Housing Units and the Public Parking Improvements.

204. The Site

The Site consists of the Developer Parcel and the City Parcel, as described in Recitals C and D, and as depicted in the Site Map, and legally described in the Legal Descriptions.

The City Parcel is comprised of approximately 1,000 square feet of land. A parking lot and related improvements are currently located on the City Parcel. The City Parcel shall be conveyed to Developer "as is." The cost of any demolition of the improvements on the City Parcel, site preparation and grading shall be at the sole cost, expense and responsibility of Developer.

The Developer Parcel is comprised of approximately _____ square feet of land. A building and other improvements are currently located on the Developer Parcel, and such building is currently occupied. The Developer Parcel shall be retained by Developer as part of the Site, and Developer shall demolish all improvements, perform all site preparation and grading Develop and Construct the Project Improvements on and for the Site and pay for any and

all Relocation Costs in accordance with all applicable Relocation Laws at the sole cost, expense and responsibility of Developer.

No City or other public funds are to be expended on or for the development of the Site or for the development or construction of the Project Improvements, including the Affordable Housing Units and the Public Parking Improvements.

Developer agrees to hold the Developer Parcel and, upon conveyance under this Agreement, the City Parcel, together as one parcel of real property constituting the Site, and shall continue to own the Site subject to the restrictions on Transfer set forth in Section 206. Developer agrees that upon any Transfer of the Site, the Site shall continue to be subject to all of the terms, provisions, covenants and conditions of this Agreement, any subdivision or parcel map approved for the Site, and all exceptions, reservations, liens, encumbrances, qualifications, covenants, conditions, restrictions, easements, rights of way, and any and all matters or conditions reflected on or arising out of the Grant Deed, the Agreement Containing Covenants, the Affordable Housing Covenants, the Public Parking Easement, and any subdivision, zoning, land use or environmental approval or procedure of the City done in connection with the development of the Site.

205. Parties to the Agreement

205.1 The City

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

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

205.2 The Developer

The Developer is 3727 Robertson, LLC, a California limited liability company, whose address is 520 S. Lafayette Park Place, #503, Los Angeles, California 90057. Michael A. Halaoui and Bernard F. Ashkar are the managing members of the Developer.

All of the terms, covenants and conditions of this Agreement shall be binding on, and shall inure to the benefit of, Developer and any recipient of a Permitted Transfer. Wherever the term "Developer" is used herein, such term shall mean and include any such recipient of a Permitted Transfer.

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

206.1 Prohibition

The qualifications and identities of Developer and its members are of particular concern to the City. It is because of those unique qualifications and identities that the City has entered into this Agreement with the Developer and is imposing restrictions upon any Change of Control of the Developer and any Transfer which is not a Permitted Transfer until the

City issues the Release of Construction Covenants. Developer represents that it is purchasing the City Parcel to Develop and Construct the Project, and that it is not purchasing the City Parcel for purposes of resale to a third party prior to the Completion of construction of the Project. Accordingly, Developer agrees not to sell the City Parcel prior to the Completion of construction of the Project. No voluntary or involuntary successor in interest to Developer shall acquire any rights or powers in the Site or under this Agreement, except as expressly set forth herein.

Without the prior written approval of City, which approval may be granted or withheld in the discretion of the City, but which approval shall not be unreasonably withheld or delayed, Developer shall not (i) Transfer all or any part of its interest in or rights under this Agreement or the Site other than a Permitted Transfer, or (ii) effect any Change of Control. Any Permitted Transfer shall require notice to, but not the consent of, the City.

Any Transfer or Change of Control in violation hereof will constitute a breach and entitle the City to use any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement.

206.2 Change of Ownership or Control; Restriction on Investments

Any Change of Control of Developer in whole or in part is prohibited without the prior written consent of the City, which consent shall only be given in the sole and absolute discretion of the City.

Developer agrees that during the term of the covenants recorded against the Site in the Grant Deed and the Agreement Containing Covenants, it shall not use the Site as collateral for any loan or other financial transaction other than a loan or financial transaction for which the proceeds therefrom are used to Develop and Construct the Project Improvements or for operation or long term financing of the Project.

206.3 Permitted Transfers

In addition to the transfers described in the definition of "Permitted Transfer" and a Transfer to any person or party to whom a Transfer of this Agreement has first been approved by the City in writing, the following shall constitute "Permitted Transfers" hereunder:

(a) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Project Improvements; and

(b) Subject to the requirements of Section 501, the rental or lease of retail, rental or office space in the Project upon Completion of construction of the Project Improvements.

In the event of a Transfer by Developer under subparagraphs (a) and (b), (inclusive), above not requiring the City's prior approval, Developer nevertheless agrees that at least thirty (30) Days prior to such Transfer it shall give Notice to City of such Transfer.

206.4. Request for Transfer or Change of Control; Approval

Except as specifically set forth herein, upon Developer's delivery of written Notice to City requesting such approval, the City reserves sole and absolute discretion to approve or disapprove a request for Transfer or Change of Control made pursuant to this Section prior to the issuance of the Release of Construction Covenants. Any such Notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the City to evaluate the proposed assignee resulting from the Change of Control or Transfer as reasonably determined by City. An assignment and assumption agreement in form satisfactory to City's legal counsel shall also be submitted to City for all proposed Transfers. No Transfer shall be effective nor shall Developer be relieved of liability hereunder unless and until the transferee assumes all of the obligations of Developer with regard to this Agreement and the Site, and delivers a signed assignment and assumption agreement in a form reasonably satisfactory to City.

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

If the Developer forms a single purpose, limited liability entity to engage in the development of the Project, the City shall grant or withhold its approval in its reasonable discretion provided that (i) such entity shall assume the role of Developer under this Agreement and all of the Developer's obligations set forth in this Agreement, including all attachments, exhibits, and documents incorporated therein, pursuant to an assignment and assumption agreement in a form reasonably satisfactory to City, and (ii) Developer shall execute and deliver to the City, an agreement guaranteeing the performance of the Developer under this Agreement, substantially in the form of the Guaranty Agreement attached to this Agreement as Attachment No. 10. In addition Icon West, Inc., a California corporation shall execute and deliver such guaranty to the City prior to the Closing.

The form assignment and assumption agreement to be executed by any City-approved assignee or transferee shall include an express acknowledgment by the assignee or transferee of the existence and description of the Public Parking Improvements and the Affordable Housing Units within the Project, of all of the written agreements among the parties affecting the Public Parking Improvements and the Affordable Housing Units or related thereto, of the obligations of such assignee or transferee under such agreements, and of the rights of the City and its successors and of the owner, lessee and/or operator of the Public Parking Improvements and/or the Affordable Housing Units under such agreements, and shall include an

express agreement of the assignee or transferee to comply with and assume such obligations and rights.

207. Third Party Beneficiaries

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

208. Representations and Warranties

208.1 City's Representations

City represents and warrants to Developer as follows:

(a) Authority. The City is a charter city of the State of California. The execution, performance and delivery of this Agreement by the City have been fully authorized by all requisite actions on the part of the City.

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

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

(d) Title. At the Closing, the City shall deliver title to the City Parcel free of any right of any third party (except Developer) to possession of all or any part of the City Parcel.

(e) Litigation. To the best of the City's knowledge, there are no pending actions, suits, material claims, legal proceedings, or any other proceedings affecting title of the City Parcel or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.

(f) Governmental Compliance. The City has not received any notice from any governmental agency or authority alleging that the City Parcel is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation. If any such notice or notices are received by the City following the Effective Date of this Agreement, the City shall, within ten (10) Days of receipt of such notice, notify Developer.

Until the Closing, the City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true, immediately give written notice of such fact or condition to Developer.

208.2 Developer's Representations

Developer represents and warrants to the City as follows:

(a) Organization. Developer is a duly organized, validly existing limited liability company in good standing under the laws of the state in which such entity is registered and such entity has the power and authority to own and lease property and carry on its business as now being conducted and as will be required to perform the obligations of Developer under this Agreement. The copies of the documents evidencing the organization of Developer and setting forth the membership interests, control and management of Developer delivered to the City are true and correct (and true copies of the originals, if applicable) as of the Effective Date. Michael A. Halaoui and Bernard F. Ashkar are the managing members of the Developer. The Developer is owned and controlled by Michael A. Halaoui and Bernard F. Ashkar.

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

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

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

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

(f) No Conflict. Developer's execution and delivery of this Agreement and any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, and the performance of any provision, condition, covenant or other term hereof or thereof, do not or will not conflict with or result in a breach of any

statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Developer, or any provision of the organizational documents of Developer, or will conflict with or constitute a breach of or a default under any agreement to which Developer is a party, or will result in the creation or imposition of any lien upon any assets or property of Developer, other than liens established pursuant hereto.

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

(h) Title. At the Closing, the Developer shall own and retain fee simple marketable title to the Developer Parcel free of any right of any third party (except Developer) to possession of all or any part of the Developer Parcel, free and clear of any liens, mortgages, deeds of trust or encumbrances except as may be approved by City as a part of the Evidence of Financing, and free and clear of any liens, encumbrances, easements, covenants, restrictions, conditions or the like which could materially adversely affect the ability of the Developer to carry out its obligations hereunder.

Until the Closing, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true, immediately give written notice of such fact or condition to the City.

300. DISPOSITION OF THE CITY PARCEL AND RETENTION OF THE DEVELOPER PARCEL

301. Sale and Purchase

301.1 Sale and Purchase of the City Parcel; Consideration

Upon satisfaction of the City's Conditions Precedent to Closing and within the time frame set forth in the Schedule of Performance, the City agrees to convey to Developer and Developer agrees to acquire from the City ("Conveyance") all of the City's right, title and interest in and to the City Parcel, in consideration for providing the City pursuant to this Agreement, at the sole cost and expense of the Developer and at no cost or expense to the City, the City Parcel Consideration, including without limitation (i) the construction, maintenance, repair and replacement by Developer of the Affordable Housing Units and the Public Parking Improvements, (ii) the operation of the Affordable Housing Units by Developer in compliance with and for the term of the Affordable Housing Covenants, (iii) the execution and recordation against the Site of the Affordable Housing Covenants; (iv) the granting to the City of the Public Parking Easement at Closing providing for the City's exclusive use, access and operation for a twenty-five (25) year period of the Public Parking Improvements and the retention by the City as its property of all gross proceeds that might arise from the use of the Public Parking Improvements during the term of the Public Parking Easement. The City has determined, based on property appraisal and economic analysis and based on the conditions imposed on Developer with respect to the construction and development of the Project in accordance with the terms and

conditions of this Agreement, the provision at Closing to the City of the City Parcel Consideration, and Developer's promise to be bound by the obligations, covenants and restrictions set forth in this Agreement and the City Documents, that the City Parcel is being effectively conveyed to Developer pursuant to this Agreement at not less than its fair market value.

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

Upon Closing, the Developer shall own and retain the Developer Parcel and shall agree to hold the Developer Parcel and the City Parcel as one parcel of real property comprising the Site, and upon Closing the Agreement Containing Covenants shall be recorded against the Developer Parcel in favor of the City to assure that the Site is developed as one parcel in accordance with the terms, conditions, covenants and restrictions of this Agreement.

The Proof of City Parcel Consideration shall be delivered by the Developer to Escrow at the Closing.

301.2 Developer Deposit

In order to assure the good faith negotiations of Developer to carry out this Agreement, the Developer has deposited with the City concurrently with its execution of this Agreement, a good faith deposit in the total amount of Twenty Thousand Dollars ($20,000) ("Good Faith Deposit"). Up to one half of the Good Faith Deposit may be used by the City, in its sole discretion, to pay for any costs and fees incurred by the City in connection with drafting and negotiating this Agreement and its exhibits and attachments and preparing the property appraisal and the economic report required by applicable law and including, without limitation, consultant, professional, and legal fees and costs. In the event Closing is achieved under this Agreement, any unused portion of the Good Faith Deposit retained by the City will be returned by the City to the Developer upon the Developer's acquisition of the City Parcel in accordance with the terms and conditions of this Agreement.

301.3 Proof of City Parcel Consideration; Scheduled Close of Escrow

Within seventy two (72) hours of the scheduled Close of Escrow, Developer agrees to deposit into Escrow the Proof of City Parcel Consideration, as well as Developer's share of Escrow fees and costs. Escrow shall be scheduled to close on such date as the City's Conditions to Closing and the Developer's Conditions to Closing are met. Escrow shall close no later than the Outside Closing Date. If the City's Conditions to Closing and the Developer's Conditions to Closing are not satisfied or waived by the respective Party on or before the Outside Closing Date, this Agreement shall be subject to termination as herein provided.

302. Escrow

302.1 Escrow Instructions

The City and the Developer shall open an escrow for the sale and purchase of the City Parcel ("Escrow") with an escrow agent ("Escrow Agent") acceptable to the City and the Developer within the times established therefor in the Schedule of Performance. This Agreement constitutes the joint escrow instructions of the City and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the Escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent is hereby empowered to act under this Agreement and upon indicating its acceptance of the provisions of this Section 302.1 in writing, delivered to the City and to the Developer within five (5) Days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

302.2 Costs of Escrow

The following fees, charges and costs ("Escrow Costs") shall be paid by the Developer:

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

(b) The premium for standard coverage title insurance policies, as required by Section 303.2(e) of this Agreement (Developer shall pay the cost of any extended coverage requested on its lender's title insurance policy);

(c) Notary fees;

(d) Ad valorem taxes, if any, upon the Site after conveyance, or ad valorem taxes, if any, upon this Agreement, or any rights thereunder, before or after the conveyance of title;

(e) Costs necessary to place the title to the Developer Parcel in the condition for development of the Project as required by the provisions of this Agreement;

(f) Costs necessary for the conveyance of the Public Parking Easement to the City at Closing; and

(g) Cost to the City of the appraisal performed of the City Parcel in connection with the negotiation and entering into of this Agreement.

The City shall pay:

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

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

(iii) One half of the escrow fees attributable to the Conveyance of the City Parcel.

302.3 General Provisions Applicable to Escrow Agent

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

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

(b) The Parties to the Escrow jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorneys' fees, suffered or incurred by the Escrow Agent in connection with, or arising out of the Escrow, including, but without limiting the generality of the foregoing, a suit in interpleader brought by the Escrow Agent. In the event that the Escrow Agent files a suit in interpleader, the Escrow Agent shall be fully released and discharged from all obligations imposed upon the Escrow Agent in the Escrow.

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

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

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

302.4 Authority of Escrow Agent

The Escrow Agent is authorized to, and shall:

(a) pay and charge Developer and the City for any Escrow Costs payable under Section 302.2 hereof and pay and, if applicable, charge Developer for the cost of drawing the grant deed and the easement deed, recording fees, notary fees and any state, county or local documentary transfer fees;

(b) pay and charge the City any amount necessary to place title in the condition necessary to satisfy Section 306 hereof;

(c) pay and charge Developer for the premium of the CLTA Policy and ALTA Policy as set forth in Section 307 hereof and, if applicable, pay and charge Developer for any upgrade of the Title Policy or Additional Endorsements to the Title Policy which are requested by the City pursuant to Section 307 hereof;

(d) when both Developer's Conditions Precedent to Closing and the City's Conditions Precedent to the Closing are satisfied or waived in writing by the Party for whom the condition was established, disburse funds to the City and record the recordable documents and deliver such recordable and non-recordable documents (i) to the City, the Proof of City Parcel Consideration and the In Lieu Public Art Fee, (ii) to the City with copies to the Developer, the Public Parking Easement and the Agreement Containing Covenants, (iii) to the Developer, the Grant Deed;

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

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

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

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

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

302.5 Termination of Escrow

If the Escrow is not in a condition to close by the Outside Closing Date, as the same may be extended pursuant to this Agreement, then either Party which has fully performed under this Agreement may, in writing, demand the return of money, documents or property and terminate the Escrow and this Agreement. If either Party makes a written demand for the return of its money, documents or property, this Agreement shall not terminate until ten (10) Days after the Escrow Agent shall have delivered copies of such demand to the other Party

at the respective addresses set forth in Section 701 hereof. If any objections are raised by written Notice within such ten (10) Day period, the Escrow Agent is authorized to hold all money, documents or property until instructed by a court of competent jurisdiction or by mutual written instructions of the Parties. If no such objections are timely made, the Escrow Agent shall immediately return the demanded money and/or documents, and the escrow cancellation charges shall be paid by the undemanding Party. Termination of the Escrow shall be without prejudice as to whatever legal rights, if any, either Party may have against the other arising from this Agreement. If no demands are made, the Escrow Agent shall proceed with the Closing as soon as possible consistent with the terms of this Agreement. Nothing in this Section shall be construed to impair or affect the rights of Developer to specific performance.

302.6 Closing of Escrow

The Conveyance shall close within five (5) Days of the date upon which the Developer's Conditions Precedent to Closing and the City's Conditions Precedent to Closing are satisfied, but not later than the Outside Closing Date. The Closing shall occur at the offices of the Escrow Company. "Closing" shall mean the time and day that the Grant Deed, the Agreement Containing Covenants and the Public Parking Easement are recorded in the Official Records.

Possession of the City Parcel shall be delivered in "as is" condition to the Developer immediately following the Closing, except that limited access shall be permitted prior to Conveyance as permitted in Section 313 of this Agreement. Developer shall accept title and possession not later than the Outside Closing Date.

302.7 Closing Procedure

Upon receipt of written direction from both of the Parties to do so, Escrow Agent shall Close the Escrow as follows, with recordation to occur in the following order:

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

(b) record the Agreement Containing Covenants against the Developer Parcel with instruction to the Los Angeles County Registrar/Recorder to deliver such document to the City and a conforming copy thereof to Developer;

(c) record the Notice of Affordability Restrictions against the Site with instruction to the Los Angeles County Registrar/Recorder to deliver such document to the City and a conforming copy thereof to Developer;

(d) record the Public Parking Easement against the Site with instruction to the Los Angeles County Registrar/Recorder to deliver such document to the City and a conforming copy thereof to Developer;

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

(f) deliver the Title Policy for the City Parcel issued by the Title Company to Developer;

(g) deliver the Title Policy for the Public Parking Easement issued by the Title Company to City;

(h) deliver to the City the Proof of City Parcel Consideration and the In Lieu Public Art Fee to the City;

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

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

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

303. Conditions Precedent to Conveyance

The obligation of Developer and City to instruct the Escrow Agent to effect the Closing is conditioned upon satisfaction of the terms and conditions designated in this Section. If the Closing does not occur by the Outside Closing Date, this Agreement shall terminate and be of no further force and effect.

303.1 City's Conditions

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

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

(b) Execution of Documents. Developer shall have executed and delivered into Escrow or to the City all documents reasonably requested by the City including, without limitation, the Agreement Containing Covenants, the Public Parking Easement and other City Documents required by the City.

(c) Deposit of Funds. Developer shall have deposited into Escrow the Proof of City Parcel Consideration, the in Lieu Public Art Fee, and any such amounts necessary to pay any required costs of Escrow, Closing and the Title Policies.

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

(e) Plans. Developer shall have submitted to the City, and the City shall have approved, the Schematic Drawings and other plans required by Section 402 of this Agreement for the development of the Site.

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

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

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

(i) Construction Contract. The Construction Contract shall have been approved by the City in accordance with this Agreement, and the General Contractor and Developer shall have executed the Construction Contract and delivered to the City a copy of an effective contractor's performance bond.

(j) Approvals and Entitlements. Developer shall have submitted to the City, and the City shall have approved all approvals and entitlements required for the development of the Project on the Site, including, without limitation, the issuance of building permits and the completion of plan check by City Building and Safety Division.

(k) Lot Line Adjustments. Any lot line adjustments, parcel map adjustments or other changes to the legal boundaries of the Site required as a result of the Project shall have been completed by the City.

(l) Recordation of Final Map. The Final Map shall have been recorded in the Official Records.

(m) Bonds for Project Improvements. The Developer shall have provided or caused to be provided performance and payment bonds securing completion of the Project Improvements, in form and substance reasonably acceptable to the City Manager, guaranteeing for the benefit of the City the timely completion of the Project Improvements, the Public Parking Improvements, and the Affordable Housing Units by the Developer consistent with this Agreement, the Scope of Development, and the Schedule of Performance.

(n) Guaranty Agreement. The Developer shall have caused the Guaranty Agreement to be executed and delivered to the City, as required under the terms of Section 206.4.

(o) Developer Parcel Requirements. Developer shall have satisfied all of the Developer Parcel Requirements set forth in Section 307.5 below and shall have submitted to the City satisfactory proof thereof.

(p) Title Policy. The Title Company shall, upon payment of the Title Company's regularly scheduled premium, be irrevocably committed to issue the CLTA Policy for the Public Parking Easement upon the Closing, in accordance with Section 307.

303.2 Developer's Conditions

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

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

(b) Execution of Documents. The City shall have executed and deposited into Escrow all documents to which it is a Party hereunder, including, without limitation, this Agreement and the Grant Deed.

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

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

(e) Title Policy. The Title Company shall, upon payment of the Title Company's regularly scheduled premium, be irrevocably committed to issue the CLTA Policy for the City Parcel upon the Closing, in accordance with Section 307.

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

(g) Final Map. The Final Map shall have been recorded in the Official Records.

(h) Residential Unit Parking Relief. Action of the City to relieve the Project from off street parking space requirements otherwise applicable to the residential units.

(i) Pedestrian Setback Relief. Appropriate action of the City to relieve the Project from pedestrian setback requirements otherwise applicable to the Project.

(j) Low Income Dwelling Unit Compliance. Confirmation of the City that the one low income dwelling unit complies with SB 65915, and that the Developer is entitled to a "developer incentive" to allow one floor level of additional building height pursuant to SB 65915.

(k) Moderate Income and Workforce Income Dwelling Units Compliance. Confirmation of the City that the one moderate income and one workforce income dwelling units comply with the City's Community Benefit provisions in the Mixed Use Development Ordinance.

(l) Dedication Requirements. The entitlements issued for the Project Improvements shall include a dedication requirement along Robertson Boulevard of ten (10) feet.

(m) Encroachment Agreement. City and Developer shall have entered into a Subterranean and Airspace Encroachment Agreement pursuant to Sections 803 *et seq*. of this Agreement, to be effective at the Closing.

The inclusion of items referring to City approvals, exceptions or entitlements (including without limitation items (h) through (l), inclusive), is solely to provide conditions precedent to the obligation of Developer under this Agreement to accept title to the City Parcel. Such inclusion is in no way intended to be a covenant or contractual obligation of the City, and the City retains all discretion and authority to apply its land use regulations and ordinances to the Project pursuant to applicable law, ordinances, the Culver City Municipal Code and regulations.

304. Form of Deed and Agreement Containing Covenants

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

Developer shall retain title to the Developer Parcel in the condition provided in Section 307.5 of this Agreement by execution, delivery and recordation of the Agreement Containing Covenants against the Developer Parcel. The Agreement Containing Covenants shall include all of the covenants, conditions and restrictions required by this Agreement, including without limitation those required by this Agreement for the use and occupancy of the Affordable Housing Units.

The City Documents shall include a reservation and grant, as applicable, of all reasonably necessary and/or appropriate ancillary easements for pedestrian and vehicular access to and from the public streets, alleys and driveways and the Site and otherwise as required for the operation and use of the Public Parking Improvements.

The Grant Deed and the Agreement Containing Covenants shall include all of the covenants, conditions and restrictions required by this Agreement, including without limitation those required by this Agreement for the use and occupancy of the Affordable Housing Units.

305 Time For and Place of Delivery of Deed and Public Parking Easement

The City shall deposit the Grant Deed for the City Parcel with the Escrow Agent on or before the date established for Conveyance in the Schedule of Performance. The Developer shall deposit the Public Parking Easement Deed with the Escrow Agent on or before the date established for Closing in the Schedule of Performance.

306. Condition of Title

No later than thirty (30) Days prior to the date established for Conveyance in the Schedule of Performance, the Parties shall have obtained from a title company selected by City and reasonably acceptable to Developer ("Title Company") a preliminary report of title dated no later than forty-five (45) Days from the date established for Conveyance in the Schedule of Performance, together with legible copies of all documents referenced as exceptions therein ("Title Report") for the City Parcel. Developer may, at its sole cost and expense, obtain a current survey of the City Parcel ("Survey"). Except for the items, if any, to which Developer reasonably objects in writing within ten (10) Days following the later of its receipt of the Title Report or the Survey, if applicable, Developer will be deemed to have agreed (subject to the satisfaction of any non-title conditions precedent set forth herein) to take title to the City Parcel subject to any and all liens, easements, encumbrances, and other matters pertaining to or affecting title to the City Parcel that are reflected in the Title Report. In addition, title to the City Parcel shall be subject to the easements and other matters of record approved by Developer pursuant to this Section and rights reserved to the City as set forth in the Grant Deed, the Agreement Containing Covenants, the Affordable Housing Covenants and the Public Parking Easement.

The City and Developer shall follow the same process as is set forth in the immediately preceding paragraph with respect to approval by the City of the state of title for the Public Parking Easement and the Developer Parcel as required by this Agreement.

Notwithstanding anything herein to the contrary, the City shall be obligated to remove all monetary encumbrances against the City Parcel excluding non-delinquent real property taxes and assessments. Nothing in this Agreement shall obligate Developer to proceed with the purchase of the City Parcel in the event new liens or encumbrances on the City Parcel arise through no fault of Developer after the date of the Title Report and/or the Survey and are not removed by the City, unless Developer so elects to proceed. The City shall, promptly after receipt of written notice of any new liens or encumbrances on the City Parcel which arose through no fault of Developer after the date of the Title Report and/or the Survey, provide Developer with written notice of the City's election not to remove any such new liens or encumbrances. Except for any monetary encumbrances (excluding non-delinquent real property taxes and assessments), which shall be removed at or before Closing, Developer's failure to elect to proceed with the purchase of the City Parcel subject to such disapproved or new matters within a ten (10) Day period following receipt of the City's written election not to remove shall

be deemed an election to terminate this Agreement, and upon such termination, Developer shall have no further interest in the City Parcel or any further rights against the City. Except as otherwise expressly provided in this Agreement, the City shall not intentionally create or permit the creation of any new exceptions to title following the Effective Date.

307. Title Insurance

Concurrently with recordation of the Grant Deed conveying title to the City Parcel, the Title Company shall provide and deliver to Developer, at Developer's expense, a California Land Title Association Standard Coverage Policy Form of title insurance ("CLTA Policy") with a policy coverage limit in an amount equal to One Hundred Thousand Dollars ($100,000) insuring that the title to the City Parcel is vested in Developer in the condition required by Section 306. Such title policy shall be subject to the Title Company's standard terms, conditions and exceptions and such other exceptions to title as are approved by Developer (including matters approved as provided above). The Title Company shall provide the City with a copy of the CLTA Policy.

Concurrently with recordation of the Public Parking Easement Deed granting the Public Parking Easement to the City, the Title Company shall provide and deliver to City, at Developer's expense, a California Land Title Association Standard Coverage Policy Form of title insurance ("CLTA Policy") with a policy coverage limit in an amount equal to One Hundred Thousand Dollars ($100,000) insuring that the title to Public Parking Easement is vested in the City in the condition required by Section 306. Such title policy shall be subject to the Title Company's standard terms, conditions and exceptions and such other exceptions to title as are approved by City (including matters approved as provided above). The Title Company shall provide the Developer with a copy of the CLTA Policy.

Notwithstanding anything above which is or appears to be to the contrary, Developer shall have the right to request issuance of an ALTA Extended Coverage Owner's Policy of title insurance ("ALTA Policy") in lieu of the CLTA Policy for the City Parcel, or to seek any endorsements to the CLTA or ALTA Policy which it may desire. All incremental expense or cost which is attributable to issuance of any endorsement requested by Developer or which is attributable to issuance of an ALTA Policy rather than a CLTA Policy shall be the sole financial responsibility of Developer.

307.5 Developer Parcel Requirements

As a precondition to the Closing the Developer Parcel shall meet the following requirements:

A. Parcelization. All approvals and entitlements shall have been obtained by Developer to permit the Developer Parcel and the City Parcel to be held as one parcel and developed as the Site with the Project Improvements as required by this Agreement.

B. Title. Title to the Developer Parcel shall be approved by the City as being in the condition required by Section 306. There shall be no liens, encumbrances, mechanics liens or other title exceptions applicable to the Developer Parcel

that could delay or prevent the Developer from performing its obligations to Complete the Construction and Development of the Project Improvements within the time and as otherwise required by this Agreement. Any and all delinquent taxes and assessments, interest and penalties applicable to the Developer Parcel shall be paid in full at Closing.

C. Agreement Containing Covenants. All necessary arrangements and subordinations shall have been completed such that at the Closing the Agreement Containing Covenants shall be superior to and not subordinate to any encumbrance, lien or other title exception, including without limitation the Construction Loan.

D. Mortgages. At the Closing there shall be no mortgage, deed or trust, lien or encumbrance encumbering the Developer Parcel except as shall first be approved in writing by the City as part of the Evidence of Financing consistent with the same mortgage and deed of trust requirements applicable under this Agreement to the City Parcel.

E. Occupancy. The Developer Parcel shall be free of occupancy of any person or business.

307.5.1 Relocation; Developer's Relocation Obligations Payments

(a) City on behalf of the City, and, subject to the City's approval, not to be unreasonably withheld or delayed, Developer shall each use its good faith efforts to arrange for the vacation of the Developer Parcel by all existing tenants and occupants prior to the Closing, or, if applicable, the entry into binding relocation or termination agreements providing for the vacation of any premises located with the Developer Parcel prior to the Closing, all in accordance with the Relocation Laws. Relocation obligations, if any, which arise from the Agreement shall be administered by the City (or its designee, a qualified relocation consultant chosen by the City in consultation with Developer) in conformity with the Relocation Laws and in cooperation with Developer, with such administration paid by Developer. The City may decide either to limit its attempts to acquire any interests in property that may be required for such relocation to voluntary negotiation with property owners or to consider, in the City's sole and absolute discretion, exercising the power of eminent domain. The City expressly reserves the right to comply with all applicable laws in connection with any exercise or potential exercise of the power of eminent domain.

(b) The relocation of any occupants or businesses, if any, required for demolition, development and operation of the Developer Parcel in accordance with the Agreement, including provision of relocation assistance and benefits and compensation for the acquisition of interests in property pursuant to Relocation Laws, and including all Relocation Costs as defined below, shall be the sole financial responsibility of Developer.

(c) "Relocation Costs" means the costs of acquisition of any interest in real property necessary to relocate any occupants on the Developer Parcel incurred by

Developer or City by negotiation or eminent domain including, but not limited to, the purchase price, just compensation for the taking or threatened taking of property interests (leasehold interests, buildings, fixtures, equipment, loss of goodwill and improvements); all and any costs, expenses, benefits or assistance provided or required by Relocation Laws; costs for payment of goodwill as provided under California law in eminent domain actions; fees and actual expenses of acquisition agents; escrow fees; costs of drawing the deeds for each property acquired; recording fees; notary fees and premiums for title insurance policies; any state, county or city documentary stamps or transfer tax; court costs; witness fees; expert witness fees; prorated taxes; appraisal fees; reasonable attorney fees; deposits to obtain an order of prejudgment possession, if incurred; amounts to satisfy judgments of condemnation. All of the Relocation Costs shall be the sole financial responsibility of Developer and shall be administered and reviewed by the City (or its designee), in consultation and cooperation with Developer.

(d) Thirty (30) Days after the date of this Agreement Developer shall, at the sole cost and expense of Developer, deliver to the City an irrevocable letter of credit, first approved in writing by the City as to form, content and issuer, in the amount of _____ Dollars ($_____) (the "Letter of Credit"), to be used subject to the provisions of this Section 307.5.1 to assure the payment by Developer of its obligations under this Section 307.5.1 to pay Relocation Costs and indemnify the City with respect to same.

(e) In the event that City reasonably determines that remaining Relocation Costs are likely to exceed the amount of the original Letter of Credit, then within thirty (30) Days after the City provides written notice thereof to Developer setting forth the amount of the anticipated shortfall and the bases for the City determination, Developer shall, at the sole cost and expense of Developer, deliver to the City additional letter(s) of credit and/or amendment(s) to the original Letter of Credit, first approved in writing by the City as to form, content and issuer (each referred to herein as an "Additional Letter of Credit"), in the amount of such shortfall requested by the City.

(f) Developer shall (i) pay any Relocation Costs incurred by the City and (ii) reimburse the City for any Relocation Costs incurred by the City, within thirty (30) Days following the City's delivery to Developer of written notice thereof (which notice shall include unpaid invoices or demands and other reasonable documentation for such Relocation Costs paid or incurred by the City). In the event that Developer does not pay or reimburse the City for such Relocation Costs within such thirty (30) day period, the City shall have the right to draw on the Letter of Credit and any Additional Letter of Credit from time to time to pay such Relocation Costs. The only condition for any draw on the Letter of Credit shall be a certification by the City Manager or designee that the draw is permitted under the terms of this Agreement. Developer and City shall consult so as to attempt to schedule relocating and business closures so as to lawfully minimize Relocation Costs without delaying completion of the Project.

(g) The term of the original Letter of Credit shall be not less than two (2) years, and such term shall be subject to extension if Relocation Costs will or might be incurred following the scheduled expiration of the Letter of Credit. If the term of the

Letter of Credit is not so extended within thirty (30) Days following a request by the City for such an extension, the City shall have the right to draw on the Letter of Credit in an amount deemed sufficient by the City in its discretion to cover any Relocation Costs that may be incurred after the expiration of the Letter of Credit.

(h) Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, pay for, and defend the City and its representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all Relocation Costs, liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines, and monetary sanctions), losses, costs, or expenses, including, without limitation, reasonable consultants' and reasonable attorneys' fees (collectively, "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the displacement of businesses or other occupants from the Developer Parcel arising from the Agreement. This indemnification shall survive the termination of the Agreement (but only with respect to such Relocation Costs and Liabilities incurred or arising as a result of this Agreement prior to such termination) and shall continue after Completion.

(i) Developer, on behalf of itself and any and all successors and assigns, hereby fully and finally releases the City and its past and present elective and appointive boards, commissions, officials employees, representatives and agents from any and all manner of actions, causes of actions, suits, obligations, liabilities, judgments, executions, debts, claims, and demands of every kind and nature whatsoever, known and unknown, which Developer or any of its successors or assigns may now have or hereafter obtain against the City or its past and present elective and appointive boards, commissions, officials employees, representatives and agents by reason of, arising out of, relating to, or resulting from, in full or in part, the Relocation Laws. The Parties agree that, with respect to the release of claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

308. Insurance

308.1 General Requirements

At all times that this Agreement is in effect until a Release of Construction Covenants is issued by the City, without limiting the indemnity provisions set forth herein, Developer, at its sole cost, shall procure and maintain in full force and effect the following policies of insurance covering all activities on the Site or for the construction and development

of the Site or arising therefrom or connected thereto, from a company or companies authorized to do business in the State of California or from a company or companies listed on the California list of Eligible Surplus Lines Insurers (http://www.sla-cal.org/carrier_info/lesli/) with a current rating from A.M. Best Company of A:VIII or better:

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

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

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

(d) Property Insurance. Fire and hazard "all risk" insurance covering 100% of the replacement cost of the Project Improvements (including offsite materials) in the event of fire, lightening, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood and earthquake (if commonly carried by similar projects in the region and available at reasonable rates)).

It is understood and agreed that the City will cancel its own insurance policies or arrangements in connection with the City Parcel effective upon the Closing.

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

308.2 Endorsements

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

(a) The policies shall include an executed endorsement, on a form provided by the City Attorney, showing the City as an additional insured.

(b) A waiver of subrogation stating that the insurer waives indemnification from the City.

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

308.3 Deductible and Self-Insured Retention

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

308.4 Evidence of Insurance

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

308.5 Failure to Maintain Coverage

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

308.6 Insurance for Contractors and Subcontractors

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

309. Taxes and Assessments

Ad valorem taxes and easements, if any, on the Site or any portion thereof after the Closing, and ad valorem taxes upon this Agreement or any rights thereunder, if any levied, assessed or imposed before or after conveyance of title shall be paid by the Developer.

310. Occupants of the City Parcel

The City Parcel shall be conveyed free of any possession or right of possession excepting that of Developer and easements of record which would not impede the development of the City Parcel as set forth in this Agreement.

311. Zoning of the Site

The zoning of the Site upon the Closing shall permit development of the Project Improvements and the use, operation and maintenance of such Project Improvements in accordance with the provisions of this Agreement.

312. Condition of the Site; Release of City

The City expressly and specifically disclaims the making of any representations or warranties, express or implied, regarding the City Parcel or matters affecting the City Parcel including, without limitation, the physical and environmental condition of the City Parcel.

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

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

Developer hereby waives, releases and discharges forever the City and its Representatives from all present and future Losses and Liabilities, present and future, arising out of or in any way connected with the City's or Developer's use, maintenance, ownership or operation of the Site.

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

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

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

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

313. Preliminary Work by the Developer

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

Prior to the Closing and upon the Parties' execution of the Right of Entry Agreement attached to this Agreement as Attachment No. 9 and Developer's satisfaction of conditions precedent therein, the City shall permit Developer to enter the City Parcel for the purpose of soils testing, survey work and other predevelopment activities. The City agrees to provide, or cause to be provided, to Developer all data and information pertaining to the City Parcel which is available to the City when requested by Developer. Developer shall defend, indemnify, and hold the City harmless for all Losses and Liabilities incurred by the City arising out of any activity pursuant to this Section 313.

314. Evidence of Financing

Within the time set forth therefore in the Schedule of Performance, Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has obtained sufficient equity capital and commitments for the financing necessary for the acquisition of the City Parcel and the development of the Site and repayment of the Construction Loan. The City shall approve or disapprove such Evidence of Financing within thirty (30) Days of submission, with such approval not to be unreasonably withheld or delayed. Such evidence (collectively, "Evidence of Financing") shall include, at a minimum:

(a) A construction budget(s) for the Project broken down by Project Improvements, Public Parking Improvements, and the Affordable Housing Units.

(b) Construction loan documents from a lender reasonably acceptable to the City (including any amendments thereto, "Construction Loan") along with evidence reasonably satisfactory to the City Manager that the lender intends to execute the same and

provide an initial funding on or before the Closing. A Construction Loan may be secured by a deed of trust or other security instrument recorded against the Site, as reasonably approved by the City. Any such Construction Loan shall provide for notice of default to the City, the right to cure and such other terms as required by Section 406.

(c) Evidence of such other loans or grants or Developer Equity as may be required to pay (i) the amount of the Construction Contract for the Project Improvements (including the costs and expenses for the design and construction and development of the Public Parking Improvements and the Affordable Housing Units), plus (ii) an amount equal to all consultant and loan fees, "points," commissions, charges, furnishings, fixtures, taxes, interest, start up costs, Developer's overhead and administration, and other costs and expenses of developing and causing Completion of the Project.

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

(e) A copy of the most recently prepared reviewed annual financial statements (including the opinion of the Developer's accountant) for Developer, their managing members and parent company, if any, and a copy of Developer's most recent internally prepared, financial statements, which shall include a balance sheet, income statement, statement of retained earnings, statement of cash flows, and footnotes thereto, prepared in accordance with generally accepted accounting principals consistently applied.

(f) Evidence of permanent financing or a commitment therefor in an amount sufficient to repay in full the Construction Loan upon completion of construction of the Project Improvements.

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

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

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

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

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

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

315. Intentionally Omitted

316. Intentionally Omitted

317. Real Estate Commissions

The City shall not be liable for any real estate commissions or brokerage fees which may arise in connection with the sale of the City Parcel to Developer. The City represents that it has engaged no broker, agent, finder or third party in connection with this transaction. Developer hereby indemnifies the City from and against any and all costs, claims and judgments arising out of or related to the services of any broker or finder in connection with the City Parcel engaged by Developer, and Developer shall be solely responsible for any compensation that may be due such broker or finder.

318. Demolition of the Site

Subsequent to the Closing, Developer shall at its sole cost and expense demolish all improvements on the Site or those in or under the Site the removal of which is necessary for the satisfactory and lawful construction of the Project Improvements. Developer shall at its sole cost or expense excavate, rough grade and fine grade the Site as required by this Agreement and applicable laws, ordinances and regulations for the Construction and Development of the Project Improvements. Developer shall perform all demolition and containment activities in accordance with Environmental Laws and in such manner as to avoid damage to adjoining property. Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials onto the Site or onto adjacent property or into the environment in connection with the use or development thereof in violation of applicable Governmental

Requirements. Such precautions shall include complying with and causing all activities on the Site to comply with all Governmental Requirements with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to all procedures, requirements and restrictions imposed by Governmental Requirements pertaining to the disclosure, storage, use, removal and disposal of Hazardous Materials. Developer covenants that it shall not, except for customary materials used and applied in accordance with all Governmental Requirements and in the ordinary course of demolishing the improvements on, in or under the Site, (i) deposit Hazardous Materials in, on or upon the Site, in violation of any applicable Governmental Requirements, nor (ii) permit the deposit of Hazardous Materials in, on or upon the Site in violation of any applicable Governmental Requirements.

319. Developer Responsibilities after Closing

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

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

320. Required Disclosures after Closing

If, after Developer takes title to the City Parcel, Developer discovers the presence of Hazardous Materials under or upon the Site in violation of applicable Governmental Requirements, or there is a release of Hazardous Materials on or from the Site, Developer shall

provide to the City a copy of any environmental permits, disclosures, applications, entitlements or inquiries relating to such Hazardous Materials, including any notices of violation, notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self reporting requirements and reports filed or applications made pursuant to any Governmental Requirements relating to Hazardous Materials and underground tanks including, specifically, without limitation, the following:

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

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

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

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

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

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

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

In the event any Hazardous Materials are discovered on the Site after the Effective Date in violation of applicable Governmental Requirements, or a release of Hazardous Materials into the environment occurs in violation of applicable Governmental Requirements, the Developer shall promptly and fully remediate such Hazardous Materials in accordance with all Governmental Requirements, and such remediation shall be at the Developer's sole cost and expense. Upon request of the City, the Developer shall furnish to the City a copy of any and all other environmental documents or inquiries relating to or affecting the Developer Parcel from time to time during Developer's ownership or possession thereof.

321. Taxes and Assessments

Subsequent to the Conveyance, Developer shall pay, when due, all taxes, assessments, and special taxes levied on the Site, in accordance with applicable Governmental Requirements. Developer agrees to make no appeal or challenge of an assessment of the fair market value of the Site for property tax purposes, except for a decrease in value challenge or challenge to an initial assessment of a newly completed or rehabilitated building, to the extent the value challenged is in excess of the actual costs of construction and land.

322. City Rights of Entry

If at any time Developer fails to maintain the Site in accordance with all applicable Governmental Requirements and maintenance standards set forth in the Grant Deed

and the Agreement Containing Covenants, and such condition is not corrected (i) within forty eight (48) hours after written notice from the City for problems related to public health and safety, such as debris or waste material; (ii) within five (5) Days after written notice from the City for graffiti and general maintenance; or (iii) thirty (30) Days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever remedies it may have at law or at equity, shall have the right to enter upon the applicable portion of the Site and perform all acts and work necessary to protect, maintain, and preserve the Site and the Project Improvements and landscaped areas thereon, and to attach a lien upon the Site, or to assess the Site, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a ten percent (10%) administrative charge, which amount shall be promptly paid by the Developer upon demand.

323. Indemnification

Following the Conveyance, Developer agrees to save, protect, defend, indemnify and hold harmless the City, and its Representatives, from and against any and all Losses and Liabilities (including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, and remedial and response costs but excluding the extent to which such loss or liability arises from the active negligence or intentional misconduct of the City) which may now or in the future be incurred or suffered by the City, or its Representatives, by reason of, resulting from or arising in any manner whatsoever as a direct or indirect result of (i) the ownership (or possession) of all or any part of the Site for purposes of any Governmental Requirements regulating Hazardous Materials first discovered on the Site following the Conveyance, (ii) any act or omission on the part of Developer, or its Representatives, contractors or invitees with respect to the Site or construction of the Project Improvements thereon, (iii) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Site of any Hazardous Materials, (iv) any environmental or other condition of the Site, and (v) any Losses and Liabilities incurred with respect to the Site under any Governmental Requirements relating to Hazardous Materials. Developer's obligations under this Section 323 shall survive the issuance of the Release of Construction Covenants or any termination of this Agreement.

400. DEVELOPMENT OF THE SITE

401. Scope of Development; Schematic Drawings; Landscaping Plans

401.1 Scope of Development

Developer shall be solely responsible for making the Site usable for the Project and appropriate for construction of the Project Improvements as a result of any Site conditions, including, but not limited to, flood zones, Alquist Priolo, and similar matters. Developer shall construct the Project Improvements in accordance with the Scope of Development attached hereto, labeled "Attachment No. 3" and incorporated herein by this reference, the Schedule of Performance attached hereto, labeled "Attachment No. 4" and incorporated herein by this reference, and the Plans, drawings and documents submitted by Developer and approved by City as set forth herein, which approval shall not be unreasonably withheld, conditioned or delayed.

The Construction Contract entered into by Developer for the Project Improvements shall require construction of the Project Improvements in a manner consistent with the Plans, drawings, and documents approved by the City.

Development of the Site shall include the following:

(a) Project Improvements. The Developer shall Develop and Construct the Project, as more thoroughly described in the Scope of Development, to be owned by the Developer, and which the Developer shall Develop and Construct on the Site in accordance with this Agreement including, without limitation, the Scope of Development.

(b) Public Parking Improvements. The Developer shall Develop and Construct the Public Parking Improvements on the Site, as more thoroughly described in the Scope of Development, to be owned by the City in accordance with the Public Parking Easement, and which the Developer shall Develop and Construct on and within the Site in accordance with the Scope of Development, this Agreement, based on a description of design requirements provided to the Developer by the City, as set forth in the Public Parking Design Specifications attached to this Agreement as Attachment No. 11. The Public Parking Improvements shall include exclusive use, access and operation by the City for the public of three (3) non-tandem at-grade parking spaces in accordance with the Public Parking Easement.

(c) Affordable Housing Units. The Developer shall Develop and Construct the Affordable Housing Units on the Site, as more thoroughly described in the Scope of Development, to be owned and operated by the Developer in accordance with the Affordable Housing Covenants in the Grant Deed and the Agreement Containing Covenants. The Affordable Housing Units shall be three (3) dwelling units, one occupied by and affordable to Low Income persons and families, one occupied by and affordable to Moderate Income persons and families, and one occupied by and affordable to Workforce Income persons and families.

(d) Mobility Measures; Car Share Spaces. Provide mobility measures including telecommuting, flex hours and TAP cards for employees in the office and retail/restaurant spaces, an EV charging station, bike racks, TDM measures for employees (biking, ride share rewards) and the construction of two (2) car sharing parking spaces adjacent to the Public Parking Improvements;

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

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

The Project shall be developed consistent with plans and specifications approved by the City, and all applicable local, state and federal laws, rules and regulations.

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

401.2 Schematic Drawings

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

The Schematic Drawings shall include a site plan, elevations and sections of the Project as they are to be developed and constructed on the Site. The Schematic Drawings and related documents for the Public Parking Improvements shall be based on and conform to the Public Parking Design Specifications, attached to this Agreement as Attachment No. 11. The Schematic Drawings and related documents for the Affordable Housing Units shall be based on and conform to the provisions of this Agreement and any document or agreement entered into or recorded pursuant to this Agreement.

401.3 Landscaping Plans

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

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

(i) Project Architects: _____; and
(ii) Landscape Architects: _____.

402. Design Review

Developer acknowledges and agrees that, in reviewing and approving documents and Plans under this Agreement, the City's actions are separate and distinct from the City's conduct of its typical governmental and regulatory functions and exercise of its police powers in its governmental capacity. Nothing in this Agreement shall be construed to limit, amend or modify in any way the lawful powers, authority and discretion of the City and its representatives and commissions to apply the laws, ordinances and regulations of the City to the Project.

402.1 Review and Approval

Developer shall submit to the City a complete set of design development drawings for the Project within sixty (60) Days of the City's approval of the Schematic Drawings. The City shall have the right to approve the design development drawings for conformance with the Schematic Drawings, which approval shall not be unreasonably withheld or delayed, except that the proposed building materials and paint color scheme which shall be subject to approval at the City's reasonable discretion.

Developer shall submit to the City a complete set of building permit/construction drawings for the Project within one hundred twenty (120) Days of the City's approval of the design development drawings. The City shall have the right to approve, which approval shall not be unreasonably withheld or delayed, the building permit drawings for conformance with the Schematic Drawings and design development drawings. The drawings related to the Public Parking Improvements shall be based on and conform to the Public Parking Design Specifications, attached to this Agreement as Attachment No. 11, and the drawings related to the Affordable Housing Units shall be based on and conforming to the Scope of Development and Plans approved therefor by the City.

402.2 Standards for Approval

The City shall have the right to disapprove in its reasonable discretion any of the design development drawings if the same do not conform to the Schematic Drawings. The City shall have the right to disapprove in its reasonable discretion any of the building permit drawings if the building permit drawings do not conform to the approved design development drawings. The City shall grant or withhold such disapproval by delivery of written notice to Developer within fifteen (15) business days from delivery by Developer to the City, which notice shall state in writing the reasons for disapproval and the suggested means to correct the disapproved matters. Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such portions and promptly resubmit the revised documents to the City. Notwithstanding anything herein to the contrary, the Schedule of Performance may, upon the mutual agreement of the Parties, be extended for such time as is reasonable to permit Developer and the City to resolve any City disapproval.

402.3 Consultation and Coordination

During the preparation of the basic concept drawings, design development drawings and building permit drawings, staff of the City and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of the design development drawings and building permit drawings by the City. The staff of the City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the final submittal of any documents to the City can receive prompt and thorough consideration.

402.4 Revisions

Developer agrees not to make material changes to the exterior design of the Project Improvements without the prior written consent of the City once the Schematic Drawings, design drawing, plans and specifications, construction drawings and other items

documenting the design of the Project Improvements are approved by the City prior to the Conveyance.

Thereafter, if Developer desires to propose any material revisions to the exterior design of the Project Improvements set forth in the Schematic Drawings, design drawing, plans and specifications, construction drawings and other items documenting the design of the Project Improvements, Developer shall submit such proposed changes to the City and shall also proceed in accordance with any and all State and local laws and regulations regarding such revisions. The City shall grant or withhold such disapproval (such approval not to be unreasonably withheld or delayed) by delivery of written notice to Developer within fifteen (15) business days from delivery by Developer to the City of such revisions, which notice shall state in writing the reasons for disapproval and the suggested means to correct the disapproved matters. Developer, upon receipt of a disapproval based upon powers reserved by the City hereunder, shall revise such portions and promptly resubmit the revised documents to the City. Notwithstanding anything herein to the contrary, the Schedule of Performance may be extended for such time as is reasonable to permit Developer and the City to resolve any City disapproval. At the sole discretion of the City, if any change in the basic uses of the Site is proposed, then this Agreement is subject to renegotiation of all terms and conditions.

402.5 Defects in Plans

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

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

Developer hereby agrees to indemnify and hold harmless the City and its Representatives for any Losses and Liabilities (including attorneys' fees and costs) incurred as a result of third party claims of defects in the Project plans, design or drawings, including without limitation the violation of any laws, and for defects in any structural or other work performed by or on behalf of Developer in designing or constructing the Project.

403. Permits

Before commencement of the construction of the Project Improvements or other work upon the Site, Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required for the construction of the Project Improvements by the City or any other governmental agency with jurisdiction over such construction or work. Developer shall, without limitation, apply for and secure the following, and pay all costs, charges and fees associated therewith: all permits and fees required by the City, the County of Los Angeles, and all other governmental agencies with jurisdiction over the Project Improvements and the Site.

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

404 Schedule of Performance

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

405 Project Costs

The Project Costs of developing the Site and designing and constructing the Project, including any off-site or on-site improvements required by the City in connection therewith, shall be the responsibility of the Developer, without any cost to City.

406. Construction Budget; Construction Loan

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

The Construction Loan shall be consistent with the terms and provisions of this Agreement. Prior to execution of any final Construction Loan documents by Developer, Developer shall secure the City's approval of the terms and conditions of those Construction Loan documents, which approval shall be limited to and only for the purpose of assuring compliance of the Construction Loan documents with the requirements of this Agreement and

the Construction Contract. The City shall approve or disapprove said Construction Loan documents (which such approval shall not be unreasonably withheld or delayed). Concurrent with any disapproval, the City shall inform Developer in writing of the reasons for such disapproval.

The Construction Loan shall be made by an Institutional Lender and secured by Developer's interest in the Site and the Project Improvements to be constructed thereon and such other collateral and/or credit enhancement as needed.

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

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

407. Construction Contract

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

Each Construction Contract shall set forth a reasonably detailed schedule for completion of each stage of construction.

The City shall approve or disapprove said draft Construction Contract by the date set forth in the Schedule of Performance, which such approval shall not be unreasonably withheld or delayed. The City approval of a Construction Contract shall not constitute a waiver by the City of any breach or violation of this Agreement that is a result of acts that are or purport to be in compliance with or in furtherance of said Construction Contract. The City shall not be obligated to close Escrow until it has approved the Construction Contract and Developer and the General Contractor have signed the Construction Contract.

In connection with delivery of the Construction Contract, Developer shall furnish the City with a contractor's performance bond in an amount not less than one hundred percent (100%) of the costs for the applicable Project Improvements and a payment bond guaranteeing contractor's completion of those Project Improvements free from liens of material men, contractors, subcontractors, mechanics, laborers, and other similar liens. Said bonds shall be

issued by a responsible surety company, licensed to do business in California and with a financial strength and credit rating reasonably acceptable to the City and shall remain in effect until the entire costs for such Project Improvements shall have been paid in full. Any such bonds shall be in a form reasonably satisfactory to the City legal counsel.

408. Rights of Access

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

409. Compliance with Laws

Developer shall carry out the design and construction of the Project in conformity with all applicable Governmental Requirements, including without limitation all Labor Laws, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Culver City Municipal Code, and all applicable disabled and handicapped access requirements (including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101 *et seq*., Government Code Section 4450 *et seq*., Government Code Section 11135 *et seq*., and the Unruh Civil Rights Act, Civil Code Section 51 *et seq*.). The City makes no representation or warranty to Developer regarding the applicability of any Labor Laws to the Project.

409.1 Prevailing Wages

(Note: Underlining added for clarification purposes)

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

(b) Developer hereby expressly acknowledges and agrees that City has at no time ever previously affirmatively represented to Developer or its contractor(s) for the improvements in writing or otherwise, in a call for bids or otherwise, that the work to be covered by the bid or contract for all or any part of the Project Improvements is or is not a "public work," as defined in Section 1720 of the Labor Code. Developer hereby agrees that Developer shall

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

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

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

410. Nondiscrimination in Employment

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

411. Levies and Attachments on Site

Developer shall remove or have removed any levy or attachment made on any of the Site or any part thereof, or assure the satisfaction thereof within a reasonable time other than those levies or attachments imposed as a result of City activities. Nothing herein shall be deemed to prohibit Developer from contesting the validity or amount of any levy or attachment nor to limit the remedies available to Developer with respect thereto.

412. Financing of the Project Improvements

412.1 No Encumbrances Except Mortgages and Deeds of Trust

Mortgages and deeds of trust through an Institutional Lender for the purpose of securing loans of funds are to be used for (i) financing the acquisition, predevelopment or development of the Site or other costs of development of the Site, (ii) financing the construction of the Project Improvements (including architecture, engineering, legal, and related direct costs as well as indirect hard and soft costs such as real property taxes, insurance premiums, closing costs, loan carrying costs, costs of financing and overhead) on or in connection with the Site, or (iii) any other purposes necessary and appropriate in connection with the Project under this Agreement; and shall be permitted before issuance of the Release of Construction Covenants only with the City's prior written approval in accordance with Section 206. The City shall cooperate with Developer and will in good faith consider all reasonable requests by an Institutional Lender to modify this Agreement. Any mortgage or deed of trust or other grant of a security interest in the Site shall constitute a Transfer for purposes of this Agreement. The words "mortgage" and "trust deed" solely as used in this Section 412.1 shall include sale and lease-back and other means of financing which involve the granting of a security interest.

412.2 Holder Not Obligated to Construct Project Improvements

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

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

With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever the City may deliver any notice or demand to Developer with respect to any material breach or default by Developer in completion of construction of the Project Improvements, the City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by its Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by the City are concerned) have the right, at its option, within sixty (60) Days after the expiration of all cure periods available to Developer but in no event longer than one hundred eighty (180) Days after receipt of notice hereunder, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. If such default shall be a default which can only be remedied or cured by such holder upon obtaining possession of the Site or any portion thereof and such holder promptly commences and diligently prosecutes efforts to obtain possession with diligence through a receiver or otherwise, such holder shall have until sixty (60) Days after obtaining possession to cure such default but in no event longer that three hundred sixty-five (365) Days after receipt of notice hereunder. Notwithstanding anything to the contrary contained herein, in the case of a default which cannot with diligence be remedied or cured within sixty (60) Days, such holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence but in no event longer that three hundred sixty-five (365) Days after receipt of notice hereunder; provided, further, such holder shall not be required to remedy or cure any non curable default of Developer (such as an unauthorized attempted assignment or the failure to meet a deadline).

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

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

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

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

412.4 Failure of Holder to Complete Project Improvements

In any case where, sixty (60) Days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site or any part thereof receives a notice from the City of a default by Developer in completion of construction of any of the Project Improvements under this Agreement, and such holder has not exercised the option to construct within the time period set forth in Section 412.3, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the City may, upon thirty (30) Days prior written notice to holder, purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums and advances secured by the mortgage or deed of trust. If the ownership of the Site or any part thereof has vested in the holder and if such holder has not exercised its right to assume the obligations hereunder and commence construction activities, the City, if it so desires, may purchase such ownership interest from the holder upon payment to the holder of an amount equal to the sum of the following:

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

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

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

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

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

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

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

In the event of a material, uncured mortgage or deed of trust default or breach by Developer prior to the issuance of the Release of Construction Covenants (unless Developer is contesting such default in good faith), Developer shall immediately deliver to the City a copy of such mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct within the time periods set forth in Section 412.3, the City shall have the right, but not the obligation, upon ten (10) Days Notice to Developer, to cure the default. In such event, the City shall be entitled to reimbursement from Developer of all proper direct and actual out-of-pocket costs and expenses incurred by the City in curing such default. The City shall also be entitled to a lien upon the Site to the extent of such costs and disbursements; provided that any such lien shall be junior and subordinate to the mortgages, deeds of trust or any other security interests granted in accordance with this Section 412.5 and the City Manager, as a condition to the imposition of its lien, shall execute subordinate agreements to the extent required by the holder of any such mortgage, deed of trust or other security interests.

413. Release of Construction Covenants

Within thirty (30) Days of receipt by the City of Notice from Developer that the construction of the Project Improvements has been completed in conformity with this Agreement, the City shall furnish Developer with the Release of Construction Covenants. The City shall not unreasonably withhold the Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination of satisfactory completion of the construction of the Project Improvements and the Release of Construction Covenants shall so

state. Any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease or acquisition) incur any construction obligation under this Agreement.

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

The City shall not unreasonably withhold a Release of Construction Covenants. If the City refuses or fails to furnish the Release of Construction Covenants, after written request from Developer, the City shall, within fifteen (15) Days of written request therefore, provide Developer with a written statement of the reasons the City refused or failed to furnish the Release of Construction Covenants. The statement shall also contain the City's opinion of the actions Developer must take to obtain the Release of Construction Covenants. If the reason for such refusal is confined to the immediate unavailability of specific items or materials or otherwise constitutes minor unfinished work for which a cost can be specified, the City will issue its Release of Construction Covenants upon the posting of a bond or cash security by Developer with the City in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed or other evidence reasonably satisfactory to the City assuring the City that Developer will pay for and complete the same. If the reason for such refusal includes other uncompleted obligations of Developer under this Agreement which can otherwise be provided for to the reasonable satisfaction of the City, the City will issue its Release of Construction Covenants upon the City's approval of such measures as will reasonably satisfy the City that such obligations will be completed. Even if the City shall have failed to provide such written statement within such fifteen (15) Day period, Developer shall not be deemed entitled to the Release of Construction Covenants. The Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Project Improvements, or any part thereof. The Release of Construction Covenants is not a notice of completion as referred to in Section 3093 of the California Civil Code.

414. Bodily Injury and Property Damage Indemnification

The Developer agrees to and shall defend, release, indemnify and hold harmless the City and its Representatives from and against any and all Losses and Liabilities arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur directly or indirectly as a result of or in connection with the acts of or on behalf of the Developer in connection with the development of the Site, the construction of the Project Improvements and the use and operation of the Project Improvements, whether such damage shall occur or be discovered before or after termination of this Agreement.

This indemnification provision supplements and in no way limits the scope of the indemnification set out elsewhere in this Agreement. The indemnity obligation of Developer under this Section shall survive the expiration or termination, for any reason, of this Agreement.

415. Indemnification

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

Without affecting the rights of the City and its Representatives, under any provisions of this Agreement, Developer shall not be required to indemnify and hold harmless the City and its Representatives, for the percentage of liability attributable to the active negligence or intentional misconduct of the City and its Representatives, provided such active negligence or intentional misconduct is determined by agreement between the Parties or by the findings of a court of competent jurisdiction.

Developer agrees to be fully responsible to the City or its Representatives, and defend, indemnify and hold harmless such parties for any and all Losses and Liabilities resulting from any acts of each and every contractor or any other person or entity involved by, for, with or on behalf of Developer in the performance of this Agreement.

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

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

416. Disclaimer of Responsibility of City

The City neither undertakes nor assumes nor will have any responsibility or duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the development or construction of the Project Improvements on the Site, whether regarding the quality, adequacy or suitability of the plans, whether or not approved by the City, any labor, service, equipment or material furnished to the Site, any person furnishing the same, or otherwise. Developer and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer or to any third party by the City in connection with such matter is for the governmental purpose of the City regulating the development of the Site as the municipal corporation having jurisdiction thereover, and neither Developer any third party is entitled to rely thereon. The City shall not be responsible for any of the work of construction, improvement or development of the Site or any part of the Project relating to the Site.

500. COVENANTS AND RESTRICTIONS

501. Covenant Regarding Specific Uses

Developer shall use the Site to construct the Project. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to all applicable provisions of the Culver City Municipal Code, any other applicable Governmental Requirements, the Scope of Development, Plans approved for the Project by the City, and the City Documents. The Developer, for itself and on behalf of its successors and assigns to all or any portion of the Site, or any interest therein, agrees to the following covenants and restrictions running with the land, which are in addition to the rights reserved to the City in the Grant Deed and the covenants and conditions set forth in the Agreement Containing Covenants, the Affordable Housing Covenants and the Public Parking Easement:

501.1 Retail and Restaurant Space.

In facilitating the purchase of the City Parcel and the construction of the Project on the Site, the City's goal is to activate the Transit Oriented Development District area by increasing the number of retail and restaurant tenants. Prior to entering into any binding agreement for the lease of any space in the Project with any Retail and Restaurant Tenant, the Developer agrees that City shall have the right to review and approve the type of each proposed Retail and Restaurant Tenant. Developer further agrees to use commercially reasonable diligent efforts to locate and enter into leases with unique, high end and high quality tenants.

(a) Prohibited Operations. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Site, which use or operation is obnoxious to or out of harmony with the development, including, without limitation, the following:

i. Any warehouse, other than that which is incidental to the primary commercial use or business operation, and any assembly, manufacturing, distillation, refining, smelting, agriculture or mining operation;

ii. Any pawn shop or retail sales operation involving second-hand merchandise;

iii. Any adult business or facility as defined or regulated in City's Municipal Code. Such uses include, without limitation, massage establishments, adult news racks, adult bookstores, adult motion picture theaters and paraphernalia businesses;

iv. Any retail sales operation for which the average price of merchandise is $5 or less, unless otherwise first approved in writing by the Community Development Director;

v. Any use or operation which is incompatible with the proposed uses or operations at the Site as reasonably determined by the Community Development Director; and

vi. Any noise or sound that is objectionable due to intermittence, beat frequency, shrillness or loudness.

(b) General Restrictions; Expiration of Restrictions. Developer agrees that, unless the City otherwise agrees, throughout the Restriction Period set forth in Section 504(a) below, at least one restaurant is to be located within the Project and the Developer shall provide outdoor dining that faces the Robertson Boulevard street frontage area of the Project Improvements.

The City shall have no liability whatsoever in connection with the use and operation of the Retail and Restaurant Space including, without limitation, any payments to any Retail and Restaurant Tenant for lease termination, including, without limitation, any payment for lost rent, replacement tenant improvements allowances, broker fees, or any other similar amounts.

501.2 Public Parking Improvements

The Parties reasonably agree to incorporate into the Public Parking Easement certain use covenants and restrictions applicable to the Site and the Public Parking Easement in connection with all reasonably necessary and/or appropriate ancillary easements for pedestrian and vehicular access to and from the public streets and driveways and the Site and the Public Parking Improvements and otherwise as required for the operation, repair and maintenance of the Project Improvements and the Public Parking Improvements.

501.3 Affordable Housing Covenants

The following covenants shall comprise the Affordable Housing Covenants and shall be imposed on the Site and included in the Grant Deed and the Agreement Containing Covenants for the Affordable Housing Restriction Period:

(a) The Developer shall rent one Affordable Housing Unit exclusively to Low Income persons and families at a rental not to exceed an Affordable Rent for Low Income persons and families. The Developer shall rent one Affordable Housing Unit exclusively to Moderate Income persons and families at a rental not to exceed an Affordable Rent for Moderate Income persons and families. The Developer shall rent one Affordable Housing Unit exclusively to Workforce Income persons and families at a rental not to exceed an Affordable Rent for Workforce Income persons and families.

(b) The Low Income, Moderate Income and Workforce Income Affordable Housing Units shall be designated as such on the Plans approved by the City for the Project, and shall be rented by Developer as the respective Affordable Housing Units required by this Agreement.

(c) The Developer shall be responsible for obtaining all source documentation evidencing income (such as paycheck stubs, banking statements, tax returns, IRS transcripts, pension statements, Social Security Benefit statements, asset information, and/or family gifts and contributions) as necessary to comply with the Affordable Housing Covenants of this Agreement. To the extent permitted by law, the Developer shall provide priority in the selection of tenants of the Affordable Housing Units to persons and families who have been displaced as a result of the acquisition of property by the City or by other activities of the City. To the extent permitted by law, the Developer shall provide priority to tenants who live or work in the City (each, a "Culver City Resident"). The Developer shall cooperate with the City prior to the initial rental of any Affordable Housing Unit to effectuate this provision. The Developer shall use commercially reasonable best efforts to accept any City displacee or Culver City Resident who meets the Developer's selection criteria and the requirements of the Affordable Housing Covenants. To implement this provision, the Developer agrees to provide notice to the City, in writing, prior to beginning to market the Affordable Housing Units and shall have received City approval of the Marketing and Tenant Selection Plan consistent with the terms and provisions of this Agreement. This requirement shall be deemed satisfied when the Developer has rented all of the Affordable Housing Units to qualified Low Income, Moderate Income and Workforce Income tenants in accordance with this Agreement.

502. Covenants Regarding Maintenance

Developer shall maintain the Site and all Project Improvements and Public Parking Improvements thereon, including lighting and signage, in good condition, free of debris, waste and graffiti, and in compliance with the terms of all applicable provisions of the Culver City Municipal Code. The Site shall be maintained in good condition and in accordance with the custom and practice generally applicable to comparable developments.

In addition, Developer shall maintain the Public Parking Improvements, the car share spaces and the landscaping on the Robertson Boulevard frontage portion of the Site in accordance with the "Maintenance Standards," as hereinafter defined. To accomplish the maintenance, Developer shall contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Agreement.

The following shall constitute the maintenance standards referenced above ("Maintenance Standards"):

(a) The applicable portions of the Site shall be maintained in conformance and in compliance with the approved building permit drawings, and reasonable maintenance standards for similar, neighboring structures, including but not limited to painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curbline, and the prompt replacement of inoperative lighting.

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

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

503. Covenants Regarding Nondiscrimination

Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof that Developer, and its successors and assignees, shall devote the Site to the uses specified in the applicable provisions of the General Plan and Culver City Municipal Code, the Entitlements, Plans approved by the City for the

Project, and this Agreement for the periods of time specified therein. The foregoing covenants shall run with the land.

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

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

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

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

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

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

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

504. Effect of Violation of this Section

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

(a) The covenants pertaining to the Retail and Restaurant Space as set forth in Section 501.1, shall remain in effect until the date that is fifty-five (55) years after the City's recordation of the Release of Construction Covenants.

(b) The covenants pertaining to the Public Parking Improvements as set forth in Section 501.2 shall remain in effect until the date that is the twenty-five (25) years after the City's recordation of the Release of Construction Covenants.

(c) The Affordable Housing Covenants shall remain in effect until the expiration of the fifty-five (55) year period required by the Affordable Housing Restriction Period.

(d) The covenants pertaining to the Project Improvements set forth in this Agreement shall remain in effect in perpetuity.

(e) The covenants pertaining to maintenance of the Site and all Project Improvements as set forth in Section 502 shall remain in effect in perpetuity.

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

600. DEFAULTS, REMEDIES AND TERMINATION

601. Defaults - General

Subject to the extensions of time set forth in Section 706, failure or delay by either Party to perform any term or provision of this Agreement constitutes a "Default" under this Agreement.

In addition, each of the following shall constitute a Default of Developer hereunder:

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

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

(c) Construction of the Project Improvements is abandoned, or, subject to the provisions of Section 706, any element of the Project Improvements is not completed within the time allocated for it in the Schedule of Performance or the Project Improvements are not Completed by the date set forth therefore in the Schedule of Performance; or

(d) Construction of the Project Improvements is halted prior to Completion for any period of twenty (20) consecutive Days for any cause which is not described in Section 706; or

(e) A court of competent jurisdiction enters an order enjoining construction of the Project Improvements, or such a court or an authorized governmental agency orders that leasing of the Project Improvements be suspended or halted, or any required approval, license or permit is withdrawn or suspended, and the order, withdrawal or suspension remains in effect for a period of thirty (30) Days; or

(f) Developer is in default, after the expiration of any applicable notice or cure periods, under the architecture contract, any engineering contract, the Construction Contract or any other contract for or pertaining to the construction of the Project Improvements, and, as a result thereof, construction of the Project ceases for three (3) months; or

(g) Any surety obligated for any Project Improvements is called upon to perform its obligations; or

(h) Developer (i) is unable to pay their respective debts as they become due, or files of a petition in bankruptcy (or otherwise commences bankruptcy or a similar proceeding), or (ii) has filed by or against either of them or any other guarantor of Developer, under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, a petition in bankruptcy or other commencement of a bankruptcy or similar proceeding.

The injured Party shall give written Notice of Default to the Party in default, specifying the default complained of by the injured Party. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured Party may not institute proceedings against the Party in default until thirty (30) Days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default.

If the Default (i) is not cured by the defaulting Party within thirty (30) Days after service of the Notice of Default, or (ii) in the case of a default which by its nature cannot be cured within such 30 day period, is not commenced to be cured within such 30 day period and thereafter diligently pursued to completion of the cure, and in any event is cured within ninety (90) Days after service of the Notice of Default, then such failure shall constitute an "Event of

Default" under this Agreement and the defaulting Party will be liable to the other Party for any damages caused by the Default and other relief as is afforded by applicable Governmental Requirements. An Event of Default shall also result hereunder upon the occurrence of any failure or delay of performance under any other agreement secured by the Site (including, without limitation, the Construction Loan) and such delay or failure to perform is not remedied within the cure period set forth in the appropriate governing agreement.

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

602. Institution of Legal Actions

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

603. Termination by Developer Prior to Conveyance

Developer, at its option, shall have the right to terminate this Agreement by Notice to the City, in the event that Developer is not in Default and prior to the Closing:

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

(b) The City is in Default and has failed to cure the Default within thirty (30) Days after receipt of Notice of Default, or

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

From the date of the Notice of termination of this Agreement by Developer to the City pursuant to this Section 603, and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties. Upon such termination by Developer, all monies or documents deposited by any Party into Escrow shall be returned to the Party making such deposit. If this Agreement is terminated due to Default of the City, the City shall pay all escrow cancellation costs. If this Agreement is terminated for any other reason, the Parties shall each pay one-half of the escrow cancellation costs. If and only if Developer terminates this Agreement pursuant to paragraph (a) or (b) above, the City shall return any remaining unspent balance of the Good Faith Deposit held by the City. In the event of any other termination of this Agreement, the City shall have the right to retain the Good Faith Deposit as the City's sole property as minimum damages, but not as the City's sole damages.

604. Termination by City

604.1 Termination Prior to Conveyance

City, at its option, shall have the right to terminate this Agreement by Notice to the Developer, in the event that the City is not in Default and prior to the Closing:

(a) Developer does not accept title to any portion of the City Parcel pursuant to the Grant Deed in the manner and condition set forth herein on or before the Outside Closing Date, or

(b) Developer is in Default and has failed to cure the Default within thirty (30) Days after receipt of Notice of Default, or

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

(d) Developer assigns or Transfers or attempts to assign or Transfer this Agreement (or any rights herein), or sells, Transfers, conveys, assigns, or leases the whole or any part of the Site (or any portion thereof) or of the Project Improvements to be constructed thereon, except for a Permitted Transfer, or undergoes a Change of Control in violation of this Agreement, and after the City delivers a written demand to the Developer to void, cancel, rescind and terminate such Transfer or Change of Control within thirty (30) Days after the date of receipt of such demand, such Transfer or Change of Control is not voided, cancelled, rescinded and terminated within said thirty (30) Day period, or

(e) Developer fails to submit to the City in accordance with the Schedule of Performance the Schematic Drawings and/or the final drawings and related documents as required by Sections 402 and 403 of this Agreement or the Evidence of Financing as required by Section 314 of this Agreement, and after the City delivers a written demand to the Developer to cure such failure within thirty (30) Days after the receipt of such demand and such failure is not cured within said thirty (30) Day period.

From the date of the Notice of termination of this Agreement by the City to Developer pursuant to this Section 604, and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the Parties. Upon such termination by the City, all monies or documents deposited by any Party into Escrow shall be returned to the Party making such deposit. If the Agreement is terminated due to Default of Developer, Developer shall pay all escrow cancellation costs. If this Agreement is terminated for any other reason, the Parties shall each pay one-half of the escrow cancellation costs.

604.2 Termination After Conveyance

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

(a) Developer fails to commence construction of the Project as required by this Agreement for a period of ninety (90) Days after written notice from the City, provided that the Developer shall not have obtained an extension or postponement to which the Developer may be entitled pursuant to Section 706 hereof; or

(b) Developer abandons or substantially suspends construction of the Project for a period of ninety (90) Days after written notice has been given by the City to the Developer, provided the Developer has not obtained an extension or postponement to which the Developer may be entitled to pursuant to Section 706 hereof; or

(c) Developer assigns or Transfers or attempts to assign or Transfer this Agreement (or any rights herein), or sells, Transfers, conveys, assigns, or leases the whole or any part of the Site (or any portion thereof) or of the Project Improvements to be constructed thereon, except for a Permitted Transfer, or undergoes a Change of Control in violation of this Agreement, and after the City delivers a written demand to the Developer to void, cancel, rescind and terminate such Transfer or Change of Control within thirty (30) Days after the date of receipt of such demand, such Transfer or Change of Control is not voided, cancelled, rescinded and terminated within said thirty (30) Day period; or

(d) Developer otherwise breaches this Agreement, and such breach is not cured within the time provided in Section 601 of this Agreement.

In the event the City terminates this Agreement pursuant to this Section 604.2, the City shall retain its rights under Section 613, notwithstanding the termination of this Agreement.

605. Applicable Law

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

606. Acceptance of Service of Process

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

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

607. Rights and Remedies Are Cumulative

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

608. Damages

If either the Developer or the City defaults with regard to any of the provisions of this Agreement, the non-defaulting Party shall serve written Notice of such Default upon defaulting party. If the Default is not cured or commenced to be cured and thereafter diligently pursued to completion by the defaulting Party within thirty (30) Days after service of the Notice of Default, the defaulting Party shall be liable to the other party for any damages caused by such Default.

609. Consequential Damages

Without limiting the generality of the foregoing, Developer and the City shall not in any event be entitled to, and Developer and the City hereby waive, any right to seek consequential damages of any kind or nature from Developer, the City, as applicable, arising out of or in connection with this Agreement, and in connection with such waiver Developer and the City are familiar with and hereby waive the provision of Section 1542 of the California Civil Code which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

610. Specific Performance

If either the Developer or the City defaults under any of the provisions of this Agreement, the non-defaulting Party shall serve written Notice of such Default upon the defaulting Party. If the Default is not commenced to be cured by the defaulting Party within thirty (30) Days of service of the Notice of Default, and thereafter diligently pursued to completion, the non-defaulting Party at its option may institute an action for specific performance of the terms of this Agreement.

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

611. Inaction Not a Waiver of Default

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

612. Attorneys' Fees

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

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

613. Right of Reverter

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

(a) Fails to proceed with the construction of Project Improvements as required by this Agreement for a period of three (3) months, plus any extension as may be granted pursuant to Section 706 of this Agreement, after written notice thereof from the City.

(b) Abandons or substantially suspends construction of Project Improvements for a period of three (3) months after written notice of such abandonment or suspension from the City.

(c) Transfers or suffers any involuntary Transfer of the Site, or any part thereof, or any interest therein in violation of this Agreement.

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

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

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

The Grant Deed shall contain appropriate reference and provision to give effect to the City's right, as set forth in this Section 613 subject to the foregoing provisions.

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

Upon the revesting in the City of title to the City Parcel as provided in this Section 613, the City shall, pursuant to its responsibilities under applicable law, use its best efforts to resell the City Parcel or part thereof as soon and in such manner as the City shall find feasible and consistent with the objectives of such law and of the public purposes to be accomplished by implementation of this Agreement to a qualified and responsible party or parties (as determined by the City), who will assume the obligation of making or completing the Project Improvements, or such improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for the Site or part thereof in this Agreement, the Grant Deed, the Agreement Containing Covenants, the Affordable Housing Covenants and Plans approved by the City therefor. Upon such resale of the City Parcel, the proceeds thereof shall be applied:

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

(y) Second, to reimburse the Developer, its successor or transferee up to the amount equal to the costs incurred for the development of the City Parcel and for the improvements existing on the City Parcel at the time of the re-entry and repossession, less any gains or income withdrawn or made by the Developer from the City Parcel or the improvements thereon; and

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

To the extent that the rights established in this Section (collectively, the "**Right of Reverter**") involves a forfeiture, the rights of the City hereunder must be strictly interpreted in favor of the City, the Party for whose benefit the Right of Reverter is created. The Right of Reverter and other rights established in this Section are to be interpreted in light of the fact that

the City will convey the City Parcel to the Developer for development of the Project as set forth herein and not for speculation.

700. GENERAL PROVISIONS

701. Notices, Demands and Communications Between the Parties

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

To City:	The City of Culver City Attn: Sol Blumenfeld, Community Developer Director 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	The City of Culver City Attn: Carol Schwab, City Attorney 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	Kane, Ballmer & Berkman Attn: Todd C. Mooney, Esq. 515 S. Figueroa Street; Suite 780 Los Angeles, California 90071
To Developer:	3727 Robertson, LLC Attn: 520 S. Lafayette Park Place, #503 Los Angeles, California 90057

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

702. Intentionally Omitted

703. Conflicts of Interest

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

704. Warranty Against Payment of Consideration for Agreement

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

705. Nonliability of City Officials and Employees

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

706. Enforced Delay; Extension of Times of Performance

Failure by either Party to perform shall not be deemed a default hereunder and times for performance shall be extended as provided herein where delays are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts of failure to act of any public or governmental agency or entity (other than that acts or failure to act of the City shall not excuse performance by the City) or similar causes beyond the control and without the fault of the Party claiming an extension of time to perform (collectively, a "Force Majeure" delay); provided, however, that the Party claiming the existence of a Force Majeure delay and an extension of its obligation to perform shall notify the other Party in writing of the nature of the matter causing the delay within thirty (30) Days from the occurrence thereof.

The lack of funding to complete the design and development of the Site shall not constitute grounds of Force Majeure delay pursuant to this Section 706. Developer expressly assumes the risk of real estate market conditions, construction costs, interest rates, and other similar general economic circumstances that may make funding and/or construction of the Project difficult, more expensive, or infeasible, whether or not such events or causes are foreseeable as of the date of this Agreement. Developer acknowledges and agrees that the provisions of this Section 706 shall not operate to excuse Developer from prompt delivery of the Proof of City Parcel Consideration or payments of money when due.

The extension of time to perform shall commence to run from the time of the commencement of the cause and shall continue only for the period of the Force Majeure delay; provided, however, in no event shall performance be excused pursuant to this Section 706 for any Force Majeure delay for a cumulative period of more than twelve (12) months. If said Force Majeure delay extends for more than twelve (12) months, either Party may terminate this Agreement upon fifteen (15) Days written notice to the other Party.

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

707. Plans and Data

If this Agreement is terminated by Developer pursuant to Section 603, then the City shall have the right, but not the obligation, to purchase from Developer all plans, drawings, studies and related documents concerning the Project within Developer's possession and control, without representation or warranty. The purchase price for all or any part of such materials shall be their cost to Developer.

If this Agreement is terminated by the City pursuant to Section 604, then Developer shall deliver to the City any and all plans, drawings, studies and related documents concerning the Project within Developer's possession and control, without representation or warranty. Upon delivery to the City, the City shall have the right to use such materials as it deems necessary and appropriate to fulfill the purposes of this Agreement without obligation to Developer.

708. Approval by City and Developer

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

709. Relationship Between City and Developer

The Parties agree that the Developer, in the performance of this Agreement, shall act as and be an independent contractor and shall not act in the capacity of an agent, employee or partner of the City. It is hereby acknowledged that the relationship between the City and the Developer is not that of a partnership or joint venture and that the City and the Developer shall not be deemed or construed for any purpose to be the agent of the other. Developer agrees to indemnify, hold harmless and defend the City from any claim made against the City arising from a claimed relationship of partnership or joint venture between the City and the Developer with respect to the development, operation, maintenance or management of the Project on the Site or the Project Improvements developed thereon by Developer.

710. [Intentionally Deleted]

711. Computation of Time

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

712. Legal Advice

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

713. Time of Essence

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

714. Disclosure Authorization

By executing this Agreement, Developer hereby authorizes, consents and agrees to the disclosure to the City by any public or private entity of any information or data deemed necessary by the City in order to implement the provisions of this Agreement.

715. Administration

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

716. Mutual Cooperation

Each Party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement.

717. Ground Breaking and Grand Openings

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

718. Estoppel Letters

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

719. Counterparts

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

720. Entire Agreement, Waivers and Amendments

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

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

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

721. Time for Acceptance of Agreement by City

This Agreement, when executed by the Developer and delivered to the City, must be authorized and executed by the City within forty five (45) Days after date of signature by the Developer or this Agreement shall be void, except to the extent that the City and Developer shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement by the City. The date of this Agreement shall be the date when the Agreement shall have been signed by the City.

800. SPECIAL PROVISIONS

801. In Lieu Public Art Fee

As part of its development of the Site and the Project Improvements, the Developer shall pay to the City the In Lieu Public Art Fee by the Close of Escrow in accordance with the Culver City Municipal Code. Nothing contained in this section 801 shall be deemed to entitle Developer to any City approval necessary in connection with the Project's public art requirements, or waive any applicable City requirements relating thereto.

802. Public Parking Easement

As part of its development of the Site and the Project Improvements, the City and the Developer will enter into the Public Parking Easement, substantially in the form attached to this Agreement as Attachment No. 8 by the Close of Escrow. The entering into and implementation of the Public Parking Easement is a portion of the consideration to be provided to the City under this Agreement for the conveyance of the City Parcel to the Developer pursuant to the terms of this Agreement. The Public Parking Easement will provide the City the rights to use and operate the Public Parking Improvements for public parking, in accordance with the terms and conditions set forth in the Parking Easement. The City shall retain all gross revenues from the use of the Public Parking Improvements by the public. The Public Parking Easement will obligate the Developer to design, construct, develop, maintain, repair and replace the Public Parking Improvements at no cost or expense to the City. The Public Parking Easement shall have a term of twenty five (25) years.

803. Subterranean and Airspace Encroachment

803.1 Subterranean and Airspace Encroachment

To complete the Project Improvements in accordance with the Scope of Development (Attachment No. 3), Developer desires a subterranean and airspace encroachment onto City property to construct a portion of the Project Improvements, not to exceed _____ (_____) square feet of floor area of Project Improvements ("Encroachment"). As a condition to the conveyance of the Site, Developer shall provide an ALTA survey by a licensed civil engineer to ascertain the exact parameters of the Encroachment and the identity and location of any utilities located within the Encroachment area ("Utilities").

803.2 Payment of all Utility Relocation Costs

Developer covenants and agrees to pay all Utilities relocation costs, which costs shall be incorporated into the project budget.

803.3 Subterranean and Airspace Encroachment Agreement

A Subterranean and Airspace Encroachment Agreement, which is incorporated herein and attached hereto as Attachment No. 12, shall be entered into by and between the Developer and the City upon issuance of a building permit for the Project in accordance with the Schedule of Performance (Attachment No. 4) to allow for the Encroachment onto the City's property

consistent with Plans approved for the Project by the City and subject to the specific approval of the City as to the size, area, and location of the encroachments. Any such encroachment shall be subject to all applicable laws, ordinances, Culver City Municipal Code provisions and regulations of the City.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and Developer have executed this Agreement.

"**DEVELOPER**"

3727 ROBERTSON, LLC
a California limited liability company

Dated: _____ By: _____
Michael A. Halaoui, Managing Member

Dated: _____ By: _____
Bernard F. Ashkar, Managing Member

"**CITY**"

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

Dated: _____ By: _____
John M. Nachbar
City Manager

[Signatures Continue on Following Page]

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

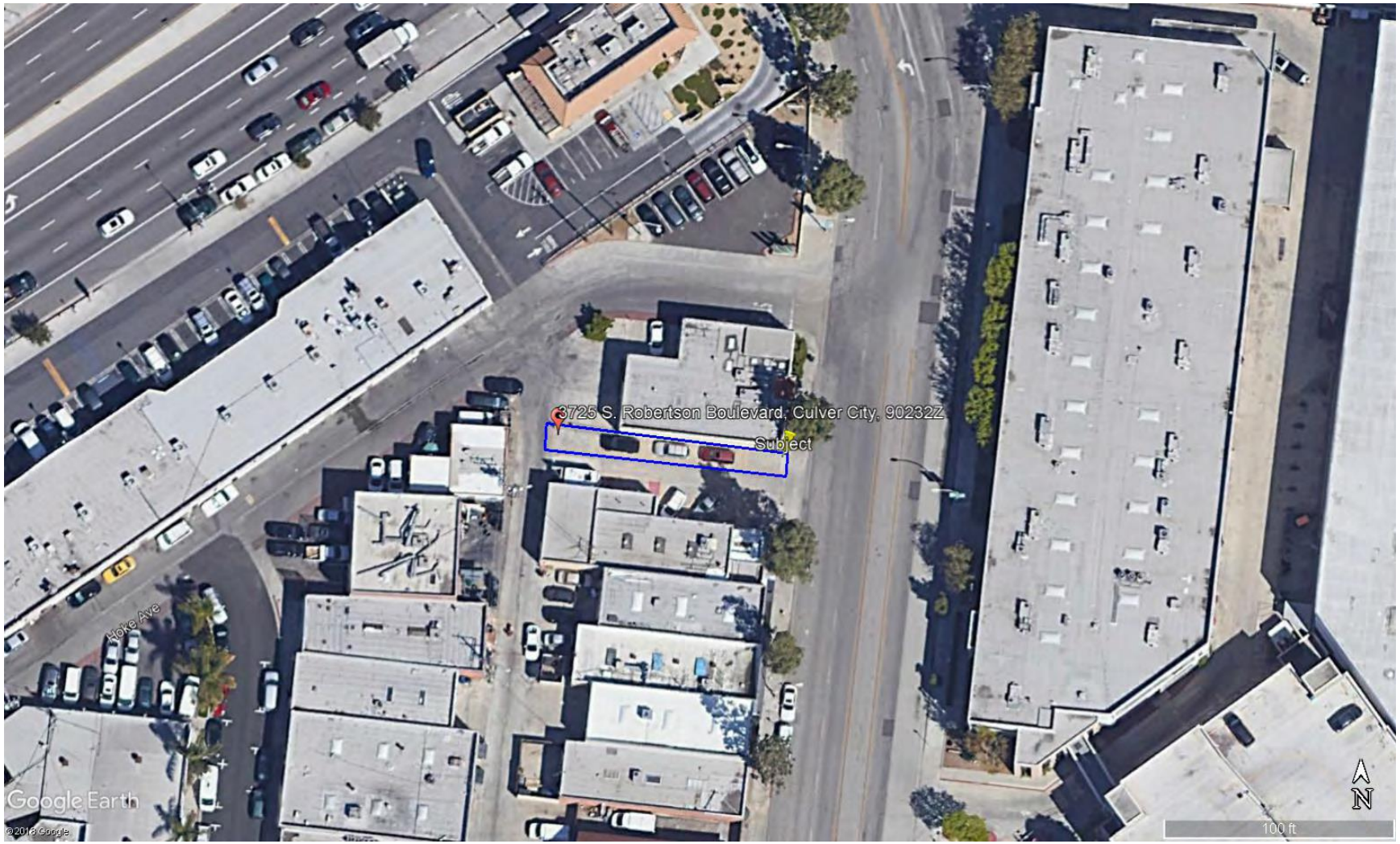
By: _____
Carol Schwab, City Attorney
By: Heather Baker, Assistant City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

ATTACHMENT NO. 1

SITE MAP

[See Attached]


3725 S. Robertson Boulevard, Culver City, 90232
Subject
Hoke Ave
Google Earth
© 2016 Google
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100 ft

ATTACHMENT NO. 2-A

LEGAL DESCRIPTION – CITY PARCEL

[See Attached]

ATTACHMENT NO. 2-A

Legal Description 3725 Robertson Blvd.

The Land referred to is described as follows:
Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 1: APN: 4206-033-925

THE MOST SOUTHERLY 10.00 FEET OF LOT 44 OF TRACT 3872, IN THE CITY OF CULVER CITY,
AS PER MAP RECORDED IN BOOK 42, PAGE 25 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM TO THE OWNERS THEREOF ALL OIL, GAS AND MINERAL SUBSTANCES,
TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED
THAT THE SURFACE OPENING OF ANY WELL, HOLE, SHAFT OR OTHER MEANS OF EXTRACTING
SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REDEVELOPMENT PROJECT NO. 3 AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO.
4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE
ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE
THEREOF RECORDED MAY 28, 1982 AS INSTRUMENT NO. 82-551969 OFFICIAL RECORDS.

ATTACHMENT NO. 2-B

LEGAL DESCRIPTION – DEVELOPER PARCEL

[See Attached]

ATTACHMENT NO. 2-B

Legal Description 3727 Robertson Blvd.

The Land referred to is described as follows:
Real property in the City of Culver City, County of Los Angeles, State of California, described as follows:

PARCEL 2:

THAT PORTION OF ROBERTSON BOULEVARD ADJOINING SAID LAND ON THE EAST, AND THAT PORTION OF THE 15 FOOT ALLEY ADJOINING SAID LAND ON THE WEST THAT WOULD PASS BY A LEGAL CONVEYANCE OF SAID LAND.

ATTACHMENT NO. 3

SCOPE OF DEVELOPMENT

[See Attached]

ATTACHMENT NO. 3 – SCOPE OF DEVELOPMENT

A. The Developer shall cause the improvement and development of the City Parcel and the Developer Parcel (both parcels to be developed by Developer together as one parcel of real property (defined above and herein as the "Site")) with construction of a mixed use transit oriented development comprised of (i) one basement level of parking with 19 stalls, (ii) 3,884 square feet of retail and restaurant space and outdoor dining on the ground floor, (iii) 5,455 square feet of office space on the second floor, (iv) 12 residential units on the third, fourth and fifth floors, of which 3 are to be affordable, and (v) certain off-street parking improvements to include 3 at-grade public parking spaces for a 25 year period, all as defined above and herein as the "Project".

ATTACHMENT NO. 4

SCHEDULE OF PERFORMANCE

[See Attached]

ATTACHMENT NO. 4

FORM OF SCHEDULE OF PERFORMANCE (EXAMPLE)

	Task	Deadline	Date
1.	Parties open Escrow with Escrow Agent (§302.1)	6 Months after Effective Date	April 8, 2019
2.	Developer submits name and qualifications of its architect, landscape architect and civil engineer (§401.3)	180 Days prior to Outside Closing Date	July 4, 2020
3.	Developer submits complete set of schematic drawings for Project (§401.2)	180 Days prior to Outside Closing Date	July 4, 2020
4.	Developer prepares and submits maintenance plan for Project with regard to Developer's compliance with Maintenance Standards (§502)	60 Days prior to Outside Closing Date	November 1, 2020
5.	Developer submits complete set of design development drawings for Project (§402.1)	120 Days prior to Outside Closing Date	September 2, 2020
6.	Developer's submits Evidence of Financing (§314)	60 Days prior to Outside Closing Date	November 1, 2020
7.	Developer delivers fixed price or guaranteed maximum cost Construction Contract(s) (§407)	30 Days prior to Outside Closing Date	December 1, 2020
8.	City approves or disapproves draft Construction Contract (§407)	20 Days after Developer submits	20 Days after Developer submits
9.	Developer submits complete set of building permit/construction drawings for Project (§402.1)	120 Days prior to Outside Closing Date	September 2, 2020
10.	Developer submit draft Construction Loan (if any) (§406)	60 Days prior to Outside Closing Date	November 1, 2020
11.	City approves or disapproves Construction Loan (if any) (§406)	30 Days after Developer submits	30 Days after Developer submits
12.	Conveyance (§301.1)	December 31, 2020	December 31, 2020
13.	Developer commences construction of Improvements (§404)	30 Days after Close of Escrow	30 Days after Close of Escrow
14.	Developer substantially completes all construction of Improvements (§404)	24 months after Construction Commencement	24 months after Construction Commencement

ATTACHMENT NO. 5

GRANT DEED

[See Attached]

RECORDING REQUESTED BY:

THE CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Mr. Sol Blumenfeld,
Community Development Director

WHEN RECORDED MAIL TO AND SEND
TAX STATEMENTS TO:

3727 Robertson, LLC
520 S. Lafayette Park Place, #503
Los Angeles, California 90057
Attn: Mr. Michael A. Halaoui and Mr. Bernard F. Ashkar

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s):

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per California Government Code § 27383

The undersigned Grantor declares:

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF CULVER CITY, a charter city of the State of California, herein called the "Grantor", for other municipal and public purposes, hereby grants to 3727 Robertson, LLC, a California limited liability company, herein called the "Grantee", the real property described in Exhibit "A" attached hereto (the "City Parcel") and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record described therein and consistent with the obligations of the Grantee and the Grantor under the hereinafter defined DDA.

1. Conveyance in Accordance With Disposition and Development Agreement. The City Parcel is conveyed in accordance with and subject to the Disposition and Development Agreement dated as of _____, 2019 and entered into by and between the Grantor ("City" therein) and the Grantee ("Developer" therein) (the "DDA"), a copy of which is on file in the offices of the City Clerk of the Grantor as a public record and which is incorporated herein by reference. DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto

or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA. All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Grantee and the successors and assigns of the Grantee to the City Parcel, or any portion thereof or any interest therein. Whenever the term "Grantee" is used in this Grant Deed, such term shall include any other successors and assigns as herein provided.

2. Uses. In accordance with the DDA and the plans approved by the Grantor, the Grantee shall develop and construct on the Site comprised of the City Parcel and the Developer Parcel a mixed use transit oriented development comprised of (i) one basement level of parking with 19 stalls, (ii) 3,884 square feet of retail and restaurant space and outdoor dining on the ground floor, (iii) 5,455 square feet of office space on the second floor, (iv) 12 residential units on the third, fourth and fifth floors, of which 3 are to be affordable (defined in the DDA as the Affordable Housing Units), (v) certain off-street parking improvements to include 3 at-grade public parking spaces for a 25 year period (defined in the DDA as the Public Parking Improvements) and (vi) miscellaneous other private and public improvements, all as more thoroughly described in the Scope of Development, to be owned by the Grantee subject to the Public Parking Easement and Affordable Housing Covenants and the terms and conditions of the DDA, and which the Grantee shall Develop and Construct on the Site in accordance with the DDA, including, without limitation, the Scope of Development and Plans approved by the Grantor for the Project. As required by the DDA, the Grantee shall develop and construct the Project Improvements on the Site, which is comprised of the City Parcel and that certain real property owned and retained by the Grantor and located adjacent to the City Parcel and defined and described in the DDA as the Developer Parcel, all as more fully set forth in the DDA. The Grantee and the Grantor are on even date herewith entering into and recording against the Developer Parcel for the benefit of the City Parcel and the Public Parking Improvements and Affordable Housing Covenants that certain Agreement Containing Covenants Affecting Real Property imposing covenants on the Developer Parcel for the construction and development of the Project Improvements on the Developer Parcel as required by the DDA. The Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the City Parcel or any portion thereof or any interest therein, that upon the date of this Grant Deed and during construction through Completion of development and thereafter:

A. The Grantee shall develop, maintain, use and devote the City Parcel to the uses specified in the DDA including, without limitation, operational and maintenance covenants and covenants reserved for the benefit of the Grantor and the public, uses provided in that certain Public Parking Easement executed by and between the Grantor and the Grantee and recorded against the Site pursuant to the DDA, the Affordable Housing Covenants and this Grant Deed and in accordance with plans approved therefore by the Grantor, for the periods of time specified herein. All uses conducted on the City Parcel, including, without limitation, all activities undertaken by the Grantee pursuant to the DDA, shall conform to the DDA, plans approved by the Grantor, and all applicable provisions of the Culver City Municipal Code. The foregoing covenants shall run with the land.

B. Prior to entering into any binding agreement for the lease of any space in the Project with any Retail and Restaurant Tenant, the Grantee agrees that the Grantor shall have the right to review and approve the type of each proposed Retail and Restaurant Tenant. The Grantee further agrees to use commercially reasonable diligent efforts to locate and enter into leases with unique, high end and high quality tenants.

C. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Site, which use or operation is obnoxious to or out of harmony with the development, including, without limitation, the following:

i. Any warehouse, other than that which is incidental to the primary commercial use or business operation, and any assembly, manufacturing, distillation, refining, smelting, agriculture or mining operation;

ii. Any pawn shop or retail sales operation involving second-hand merchandise;

iii. Any adult business or facility as defined or regulated in City's Municipal Code. Such uses include, without limitation, massage establishments, adult news racks, adult bookstores, adult motion picture theaters and paraphernalia businesses;

iv. Any retail sales operation for which the average price of merchandise is $5 or less, unless otherwise first approved in writing by the Community Development Director;

v. Any use or operation which is incompatible with the proposed uses or operations at the Site as reasonably determined by the Community Development Director; and

vi. Any noise or sound that is objectionable due to intermittence, beat frequency, shrillness or loudness.

D. At least one restaurant is to be located within the Project and the Grantee shall provide outdoor dining that faces the Robertson Boulevard street frontage area of the Project Improvements.

E. The Grantee shall comply with the following Affordable Housing Covenants for the Affordable Housing Restriction Period:

i. The Grantee shall rent one Affordable Housing Unit exclusively to Low Income persons and families at a rental not to exceed an Affordable Rent for Low Income persons and families. The Grantee shall rent one Affordable Housing Unit exclusively to Moderate Income persons and families at a rental not to exceed an Affordable Rent for Moderate Income persons and families. The Grantee shall rent one Affordable Housing Unit exclusively to Workforce Income

persons and families at a rental not to exceed an Affordable Rent for Workforce Income persons and families.

ii. The Low Income, Moderate Income and Workforce Income Affordable Housing Units shall be designated as such on the Plans approved by the Grantor for the Project, and shall be rented by the Grantee as the respective Affordable Housing Units required by the DDA.

iii. The Grantee shall be responsible for obtaining all source documentation evidencing income (such as paycheck stubs, banking statements, tax returns, IRS transcripts, pension statements, Social Security Benefit statements, asset information, and/or family gifts and contributions) as necessary to comply with the Affordable Housing Covenants of this Grant Deed and the DDA. To the extent permitted by law, the Grantee shall provide priority in the selection of tenants for the Affordable Housing Units to persons and families who have been displaced as a result of the acquisition of property by the Grantor or by other activities of the Grantor. To the extent permitted by law, the Grantee shall provide priority to tenants who live or work in the City (each, a "Culver City Resident"). The Grantee shall cooperate with the Grantor prior to the initial rental of any Affordable Housing Unit to effectuate this provision. The Grantee shall use commercially reasonable best efforts to accept any City displacee or Culver City Resident who meets the Grantee's selection criteria and the requirements of the Affordable Housing Covenants. To implement this provision, the Grantee agrees to provide notice to the Grantor, in writing, prior to beginning to market the Affordable Housing Units and shall have received Grantor approval of the Marketing and Tenant Selection Plan consistent with the terms and provisions of the DDA.

F. The Grantee shall Construct and Develop the Public Parking Improvements and shall comply with all of its obligations under the Public Parking Easement.

G. The Grantee shall maintain the Site and all Project Improvements and Public Parking Improvements thereon, including lighting and signage, as required by the DDA.

3. Restrictions on Transfer. The Grantee further agrees as follows:

A. For the period commencing upon the date of this Grant Deed, no voluntary or involuntary successor in interest of the Grantee shall acquire any rights, interests or powers under the DDA or this Grant Deed, nor shall the Grantee make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the City Parcel without the prior written approval of the Grantor or as otherwise permitted pursuant to the DDA.

B. The Grantee shall not place or suffer to be placed on the City Parcel any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the improvements on the City Parcel, and any other

expenditures necessary and appropriate to develop the City Parcel pursuant to the DDA, as first approved by the Grantor pursuant to the DDA.

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

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

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

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

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

C. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

5. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the DDA; provided, however, that any subsequent owner of the City Parcel shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder except as provided hereunder and the DDA shall remain in effect in perpetuity.

7. Covenants For Benefit of Grantor. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor, its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor, its successors and assigns, against the Grantee, its successors and assigns, to or of the City Parcel conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the City Parcel or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

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

A. The covenants pertaining to the Retail and Restaurant Space as set forth in paragraphs 2.B and 2.D of this Grant Deed shall remain in effect until the date that is fifty-five (55) years after the Grantor's recordation of the Release of Construction Covenants.

B. The covenants pertaining to the Public Parking Improvements as set forth in paragraph 2.F of this Grant Deed shall remain in effect until the date that is the twenty-five (25) years after the Grantor's recordation of the Release of Construction Covenants.

C. The Affordable Housing Covenants as set forth in paragraph 2.E of this Grant Deed shall remain in effect until the expiration of the fifty-five (55) year period required by the Affordable Housing Restriction Period.

D. The covenants pertaining to the Project Improvements as set forth in paragraphs 2.A and 2.C of this Grant Deed shall remain in effect in perpetuity.

E. The covenants pertaining to maintenance of the Site and all Project Improvements as set forth in as set forth in paragraph 2.G of this Grant Deed shall remain in effect in perpetuity.

F. The covenants against discrimination, as set forth in paragraph 4 of this Grant deed, shall remain in effect in perpetuity.

G. The covenants pertaining to transfer requirements as set forth in paragraph 3 of this Grant Deed shall remain in effect the Grantor's recordation of the Release of Construction Covenants.

8. Revisions to Grant Deed. Both the Grantor, its successors and assigns, and the Grantee and the Grantee's successors and assigns in and to all or any part of the fee title to the City Parcel shall have the right with the mutual consent of the Grantee and the Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the City Parcel. However, the Grantee is obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside the Project Area, or any person or entity having any interest in any other such realty. No amendment to the Redevelopment Plan shall require the consent of the Grantee.

9. Right of Reverter. The Grantor shall have the right, at its option, to re-enter and take possession of the City Parcel conveyed by the Grantee to the Grantor, with all improvements thereon, and terminate and revest in the Grantor the estate theretofore conveyed to the Grantee, and the Grantee shall thereupon forfeit its title to the City Parcel and all improvements thereon if, after Conveyance of title and prior to recordation of the Release of Construction Covenants, the Grantee (or its successors in interest):

(a) Fails to proceed with the construction of Improvements as required by the DDA for a period of three (3) months, plus any extension as may be granted pursuant to Section 806 of the DDA, after written notice thereof from the Grantor.

(b) Abandons or substantially suspends construction of improvements for a period of three (3) months after written notice of such abandonment or suspension from the Grantor.

(c) Transfers or suffers any involuntary Transfer of the City Parcel, or any part thereof, or effects a Change of Control in violation of the DDA.

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

(i) Any mortgage, deed or trust or other security instrument permitted by the DDA.

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

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

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

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

(y) Second, to reimburse the Grantee, its successor or transferee up to the amount equal to (1) the sum of the final purchase price paid to the Grantor by the Grantee for the City Parcel; (2) the costs incurred for the development of the City Parcel and for the improvements existing on the City Parcel at the time of the re-entry and repossession, less (3) any gains or income withdrawn or made by the Grantee from the City Parcel or the improvements thereon.

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

To the extent that the rights established herein involve a forfeiture, it must be strictly interpreted against the Grantor, the party for whose benefit the right of reverter is created. The right of reverter and other rights established herein are to be interpreted in light of the fact that such right is expressly authorized by applicable provisions of law and in light of the fact that the Grantor is conveying the City Parcel to the Grantee for development of the Project as set forth in the DDA and not for speculation.

10. No Merger. None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by the Grantee or the Grantor in respect to the City Parcel or any part thereof after the conveyance of said City Parcel shall be deemed to be merged with this Grant Deed.

[*Signatures Begin On Next Page*]

[*Remainder of Page Intentionally Left Blank*]

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

"GRANTOR"

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

Date: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

[Signatures Continue On Next Page]

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

"GRANTEE"

3727 Robertson, LLC,
a California limited liability company

Date: _____ By: _____
Name: _____
Title: Managing Member

Date: _____ By: _____
Name: _____
Title: Managing Member

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"

LEGAL DESCRIPTION

CITY PARCEL

3725 Robertson Boulevard, Culver City, California

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

ATTACHMENT NO. 6

AGREEMENT CONTAINING COVENANTS

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Mr. Sol Blumenfeld,
Community Development Director

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s):

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per California Government Code § 27383

AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY
(3727 Robertson Boulevard)

This AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY (herein called this "**Agreement**"), dated as of _____, 2019, is entered into by and between 3727 Robertson, LLC, a California limited liability company (herein called the "**Developer**"), and the City of Culver City, a charter city of the State of California (herein called the "**City**").

RECITALS

A. The Developer is the owner of fee title to that certain real property (herein called the "**Developer Parcel**") located in the City of Culver City, commonly known as 3727 Robertson Boulevard and more particularly described in Exhibit "A-1" attached hereto and incorporated herein by this reference.

B. The City and the Developer entered into that certain Disposition and Development Agreement dated as of _____, 2019 (herein called the "**DDA**"), which is incorporated herein by this reference, and which provides for (i) the acquisition by the Developer of that certain real property adjacent to the Developer Parcel, located in the City of Culver City, commonly referred to as 3725 Robertson Boulevard and more particularly described in Exhibit "A-2" attached hereto and incorporated herein by this reference (herein called the "**City Parcel**"), (ii) the retention by the Developer of the Developer Parcel together with the City Parcel as one parcel of property (referred to and described in the DDA as the "**Site**"), and (iii) the construction and development on the Site of the Project Improvements. DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not defined herein shall have the meaning ascribed to it in the DDA.

C. This Agreement is entered into pursuant to the DDA and relates to the use of the Site both before and after Completion of the Project.

TERMS

The Developer hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site, or any portion thereof, or any interest therein, as follows:

1. In accordance with the DDA and the plans approved by the City, the Developer shall develop and construct on the Site comprised of the City Parcel and the Developer Parcel a mixed use transit oriented development comprised of (i) one basement level of parking with 19 stalls, (ii) 3,884 square feet of retail and restaurant space and outdoor dining on the ground floor, (iii) 5,455 square feet of office space on the second floor, (iv) 12 residential units on the third, fourth and fifth floors, of which 3 are to be affordable (defined in the DDA as the Affordable Housing Units), (v) certain off-street parking improvements to include 3 at-grade public parking spaces for a 25 year period (defined in the DDA as the Public Parking Improvements) and (vi) miscellaneous other private and public improvements, all as more thoroughly described in the Scope of Development, to be owned by the Developer subject to the Public Parking Easement and Affordable Housing Covenants and the terms and conditions of the DDA, and which the Developer shall Develop and Construct on the Site in accordance with the DDA, including, without limitation, the Scope of Development and Plans approved by the City for the Project. The Developer hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Developer Parcel or any portion thereof or any interest therein, that upon the date of this Agreement and during construction through Completion of development and thereafter:

A. The Developer shall develop, maintain, use and devote the Developer Parcel to the uses specified in the DDA including, without limitation, operational and maintenance covenants and covenants reserved for the benefit of the City and the public, uses provided in that certain Public Parking Easement executed by and between the City and the Developer and recorded against the Site pursuant to the DDA, the Affordable Housing Covenants and this Agreement and in accordance with plans approved therefore by the City, for the periods of time specified herein. All uses conducted on the Developer Parcel, including, without limitation, all activities undertaken by the Developer pursuant to the DDA, shall conform to the DDA, plans approved by the City, and all applicable provisions of the Culver City Municipal Code. The foregoing covenants shall run with the land.

B. Prior to entering into any binding agreement for the lease of any space in the Project with any Retail and Restaurant Tenant, the Developer agrees that the City shall have the right to review and approve the type of each proposed Retail and Restaurant Tenant. The Developer further agrees to use commercially reasonable diligent efforts to locate and enter into leases with unique, high end and high quality tenants.

C. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Site, which use or operation is obnoxious to or out of harmony with the development, including, without limitation, the following:

i. Any warehouse, other than that which is incidental to the primary

commercial use or business operation, and any assembly, manufacturing, distillation, refining, smelting, agriculture or mining operation;

ii. Any pawn shop or retail sales operation involving second-hand merchandise;

iii. Any adult business or facility as defined or regulated in City's Municipal Code. Such uses include, without limitation, massage establishments, adult news racks, adult bookstores, adult motion picture theaters and paraphernalia businesses;

iv. Any retail sales operation for which the average price of merchandise is $5 or less, unless otherwise first approved in writing by the Community Development Director;

v. Any use or operation which is incompatible with the proposed uses or operations at the Site as reasonably determined by the Community Development Director; and

vi. Any noise or sound that is objectionable due to intermittence, beat frequency, shrillness or loudness.

D. At least one restaurant is to be located within the Project and the Developer shall provide outdoor dining that faces the Robertson Boulevard street frontage area of the Project Improvements.

E. The Developer shall comply with the following Affordable Housing Covenants for the Affordable Housing Restriction Period:

i. The Developer shall rent one Affordable Housing Unit exclusively to Low Income persons and families at a rental not to exceed an Affordable Rent for Low Income persons and families. The Developer shall rent one Affordable Housing Unit exclusively to Moderate Income persons and families at a rental not to exceed an Affordable Rent for Moderate Income persons and families. The Developer shall rent one Affordable Housing Unit exclusively to Workforce Income persons and families at a rental not to exceed an Affordable Rent for Workforce Income persons and families.

ii. The Low Income, Moderate Income and Workforce Income Affordable Housing Units shall be designated as such on the Plans approved by the City for the Project, and shall be rented by the Developer as the respective Affordable Housing Units required by the DDA.

iii. The Developer shall be responsible for obtaining all source documentation evidencing income (such as paycheck stubs, banking statements, tax returns, IRS transcripts, pension statements, Social Security Benefit

statements, asset information, and/or family gifts and contributions) as necessary to comply with the Affordable Housing Covenants of this Agreement and the DDA. To the extent permitted by law, the Developer shall provide priority in the selection of tenants for the Affordable Housing Units to persons and families who have been displaced as a result of the acquisition of property by the City or by other activities of the City. To the extent permitted by law, the Developer shall provide priority to tenants who live or work in the City (each, a "Culver City Resident"). The Developer shall cooperate with the City prior to the initial rental of any Affordable Housing Unit to effectuate this provision. The Developer shall use commercially reasonable best efforts to accept any City displacee or Culver City Resident who meets the Developer's selection criteria and the requirements of the Affordable Housing Covenants. To implement this provision, the Developer agrees to provide notice to the City, in writing, prior to beginning to market the Affordable Housing Units and shall have received City approval of the Marketing and Tenant Selection Plan consistent with the terms and provisions of the DDA.

F. The Developer shall Construct and Develop the Public Parking Improvements and shall comply with all of its obligations under the Public Parking Easement.

G. The Developer shall maintain the Site and all Project Improvements and Public Parking Improvements thereon, including lighting and signage, as required by the DDA.

2. The Developer further agrees as follows:

A. For the period commencing upon the date of this Agreement, no voluntary or involuntary successor in interest of the Developer shall acquire any rights, interests or powers under the DDA or this Agreement, nor shall the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Developer Parcel without the prior written approval of the City or as otherwise permitted pursuant to the DDA.

B. The Developer shall not place or suffer to be placed on the Developer Parcel any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the improvements on the Developer Parcel, and any other expenditures necessary and appropriate to develop the Developer Parcel pursuant to the DDA, as first approved by the City pursuant to the DDA.

3. The Developer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Developer Parcel, nor shall the Developer itself or any person claiming under or through the Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,

number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Developer Parcel. The foregoing covenants shall run with the land.

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

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

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

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

C. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

4. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement or in the DDA shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other security interest permitted by this Agreement and made in good faith and for value; provided, however, that any subsequent owner of the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise, and shall be entitled to all the benefits granted to the Developer and its assigns hereunder.

5. All covenants contained in this Agreement shall be covenants running with the land. All of the Developer's obligations and covenants hereunder except as provided hereunder and the DDA shall remain in effect in perpetuity.

6. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the City, its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the City, its successors and assigns, against the Developer, its successors and assigns, to or of the Developer Parcel or any portion thereof or any interest therein, and any party in possession or occupancy of the Developer Parcel or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the City is an owner of any land or interest therein to which such covenants relate. The City, its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

7. The covenants contained in this Agreement shall remain in effect as follows:

A. The covenants pertaining to the Retail and Restaurant Space as set forth in paragraphs 1.B and 1.D of this Agreement shall remain in effect until the date that is fifty-five (55) years after the City's recordation of the Release of Construction Covenants.

B. The covenants pertaining to the Public Parking Improvements as set forth in paragraph 1.F of this Agreement shall remain in effect until the date that is the twenty-five (25) years after the City's recordation of the Release of Construction Covenants.

C. The Affordable Housing Covenants as set forth in paragraph 1.E of this Agreement shall remain in effect until the expiration of the fifty-five (55) year period required by the Affordable Housing Restriction Period.

D. The covenants pertaining to the Project Improvements as set forth in paragraphs 1.A and 1.C of this Agreement shall remain in effect in perpetuity.

E. The covenants pertaining to maintenance of the Site and all Project Improvements as set forth in as set forth in paragraph 1.G of this Agreement shall remain in effect in perpetuity.

F. The covenants against discrimination, as set forth in paragraph 3 of this Agreement, shall remain in effect in perpetuity.

G. The covenants pertaining to transfer requirements as set forth in paragraph 2 of this Agreement shall remain in effect the City's recordation of the Release of Construction Covenants.

8. Both the City, its successors and assigns, and the Developer and the Developer's successors and assigns in and to all or any part of the fee title to the Developer Parcel shall have the right with the mutual consent of the Developer and the City to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Agreement without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Developer Parcel. However, the Developer is obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Agreement. The covenants contained in this Agreement, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside the Project Area, or any person or entity having any interest in any other such realty. No amendment to the Redevelopment Plan shall require the consent of the Developer.

[*Signatures Begin On Next Page*]

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the City and the Developer have caused this instrument to be executed on their behalf by their respective officers hereinto duly authorized as of the date first set forth above.

"CITY"

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

Date: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

[Signatures Continue On Next Page]

"DEVELOPER"

3727 Robertson, LLC,
a California limited liability company

Date: _____ By: _____
Name: _____
Title: Managing Member

Date: _____ By: _____
Name: _____
Title: Managing Member

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A-1"

LEGAL DESCRIPTION

DEVELOPER PARCEL

3727 Robertson Boulevard, Culver City, California

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

EXHIBIT “A-2”

LEGAL DESCRIPTION

CITY PARCEL

3725 Robertson Boulevard, Culver City, California

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

ATTACHMENT NO. 7

RELEASE OF CONSTRUCTION COVENANTS

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Mr. Sol Blumenfeld,
Community Development Director

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s):

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per California Government Code § 27383

RELEASE OF CONSTRUCTION COVENANTS

THIS RELEASE OF CONSTRUCTION COVENANTS (this "Release") is hereby made as of this ___ day of _____, 20__, by THE CITY OF CULVER CITY, a charter city of the State of California (the "City"), in favor of 3727 ROBERTSON, LLC, a California limited liability company (the "Developer").

RECITALS

WHEREAS, the City and the Developer entered into a Disposition and Development Agreement dated _____, 2019 which was approved by the City Council of the City on _____, 2019 pursuant to Resolution No. R-_____ and filed as Document No. _____ in the official records of the City Clerk for the City (the "DDA") relating to, among other things, that certain real property located in the City of Culver City, County of Los Angeles, State of California and legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Site"), for the specific purpose of developing certain improvements (the "Project") on that certain real property sold by the City to the Developer (the "City Parcel") and on that certain real property owned and retained by the Developer adjacent to the City Parcel (the "Developer Parcel") in accordance with the terms and conditions contained in the DDA. The Site is comprised of the City Parcel and the Developer Parcel. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the DDA; and

WHEREAS, pursuant to the DDA, the City delivered a Grant Deed dated _____, 2019 conveying title of the City Parcel, which was accepted by the Developer and recorded in the Official Records of the Los Angeles County-Registrar on _____, 2019, as Document No. _____; and

WHEREAS, in accordance with and pursuant to Section 413 of the DDA, upon the Completion of the Project and upon the request of the Developer, the City shall issue for recordation against the Site a Release of Construction Covenants acknowledging the

Developer's satisfactory completion of the construction of the Project in accordance with the DDA; and

WHEREAS, the Developer has satisfactorily completed the construction of the Project as required by the DDA and has requested that the City issue this Release for the Project; and

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

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

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

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

3. Nothing contained in this instrument shall modify any provisions of the DDA.

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

[signatures on following page]

[remainder of page intentionally left blank]

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

"CITY"

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

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT “A”

LEGAL DESCRIPTION

(“Site”)

ATTACHMENT NO. 8

PUBLIC PARKING EASEMENT

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Mr. Sol Blumenfeld,
Community Development Director

SPACE ABOVE THIS LINE FOR RECORDING USE

Parcel Number(s):

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per California Government Code §27383

PUBLIC PARKING EASEMENT

by and between

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

and

3727 Robertson, LLC,
a California limited liability company

(3725 Robertson Boulevard, Culver City, California)

PUBLIC PARKING EASEMENT

THIS PUBLIC PARKING EASEMENT (this "**Agreement**") is made as of the ___ day of _____, 2019 (the "**Effective Date**"), by and between the **CITY OF CULVER CITY,** a charter city of the State of California (together with its permitted successors and assigns, the "**City**"), and **3727 Robertson, LLC**, a California limited liability company (together with its permitted successors and assigns, the "**Developer**"), with respect to the following facts:

A. The Developer is the owner of fee title to that certain real property (herein called the "**Developer Parcel**") located in the City of Culver City, commonly known as 3727 Robertson Boulevard and more particularly described in Attachment 1-A attached hereto and incorporated herein by this reference.

B. The City and the Developer entered into that certain Disposition and Development Agreement dated as of _____, 2019 (herein called the "**DDA**"), which is incorporated herein by this reference, and which provides for (i) the acquisition by the Developer of that certain real property adjacent to the Developer Parcel, located in the City of Culver City, commonly referred to as 3725 Robertson Boulevard and more particularly described in Attachment 1-B attached hereto and incorporated herein by this reference (herein called the "**City Parcel**"), (ii) the retention by the Developer of the Developer Parcel together with the City Parcel as one parcel of property (referred to and described in the DDA as the "**Site**"), and (iii) the construction and development on the Site of the Project Improvements. DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not defined herein shall have the meaning ascribed to it in the DDA.

C. Pursuant to the DDA, the Developer is required to grant to the City and record against the Site at Closing in favor of the City this Agreement pertaining to the construction, use, operation, maintenance, repair and replacement of the Public Parking Improvements. The Public Parking Improvements are comprised of three (3) at-grade public parking spaces, as more thoroughly described in the Scope of Development, to be owned by the City, and which the Developer shall Develop and Construct on and within the Site, in accordance with the Public Parking Design Specifications and the Scope of Development, Plans approved by the City and the DDA. The Public Parking Improvements shall be comprised of 3 non-tandem parking spaces meeting the Public Parking Design Specifications and shall be located as designated in Plans approved by the City and this Agreement adjacent to the two required car share parking spaces, to be used and operated by the City for 25 years after the City's recordation of the Release of Construction Covenants (herein called the **"Term"**) as public parking.

D. Pursuant to that certain Grant Deed from the City to the Developer recorded in the Official Records concurrently with the delivery and recording of this Agreement, the City conveyed the City Parcel to the Developer in accordance with the DDA, and the City and the Developer entered into and recorded against the Developer Parcel in the Official Records concurrently with the delivery and recording of this Agreement, the Agreement Containing Covenants.

E. The Public Parking Improvements include (a) three (3) non-tandem public parking spaces located within the Site as required by the DDA and Plans approved by the City and in the locations depicted on Attachment 2 (Site Plan and Depiction of Location of Public Parking Spaces), with such public parking spaces subject to exclusive easements for use, maintenance and repair thereof in favor of the City as provided below; (b) the operational equipment associated with the public parking spaces; and (c) the drive aisles and vehicular and pedestrian ways and access each as located within the Site in accordance with Plans approved by the City, with easements in favor of the City with respect to use, maintenance and repair thereof as provided below.

F. The three (3) public parking spaces included as a part of the Public Parking Improvements shall be located adjacent to the two (2) required car share parking spaces in accordance with Plans approved by the City, which shall also be operated by the City in accordance with this Agreement.

G. The Developer shall maintain on the Site a parking gating system in the location depicted on Attachment 2 permitting access to and from the Public Parking Improvements by the City and members of the public and restricting access to and from the parking spaces for purposes of ticket distribution and revenue collection, which are subject to the City's easements for use, maintenance and repair thereof as provided below.

H. To ensure that (1) the Project is used and maintained as a high-quality development; (2) the City and members of the public have the appropriate vehicular and pedestrian access to, from, among and between the Project, the Public Parking Improvements, and the public right-of-way; (3) the Public Parking Improvements are exclusively available for the City and members of the public; (4) the Project's parking facilities are maintained and function in a coordinated manner; (5) the operation, maintenance, repair, restoration and replacement of the Public Parking Improvements are conducted and operating costs therefor are paid for by the Developer; (6) the rights and responsibilities of the Developer are established to collect gross revenues arising from the use of the Public Parking Improvements and to pay such revenues to the City; (7) all reasonably necessary and/or appropriate ancillary easements are granted for pedestrian and vehicular access to and from the public streets and driveways and the Site, the Project and the Public Parking Improvements and otherwise as required for the operation, repair and maintenance of the Project Improvements and the Public Parking Improvements; and (8) other matters, necessary to establish a secure, equitable and efficient coordination between the Public Parking Improvements and the Project Improvements, the City and the Developer desire to enter into this Agreement to create certain easements, to establish certain rights for use of certain non-exclusive pedestrian and vehicular access ways, to provide for certain maintenance obligations, to allocate costs and responsibilities, and to otherwise impose certain conditions, provisions and restrictions upon the Project.

NOW, THEREFORE, with reference to the foregoing recitals, in consideration of the promises, covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Developer hereby grants to the City the following easements and agrees as follows:

ARTICLE 1
RESTRICTIONS AND USE REGULATIONS

1. Restrictions, Covenants and Easements.

The Developer hereby agrees, declares and covenants that the Site shall be held, developed, sold, conveyed, hypothecated, encumbered, leased, rented, used, operated and occupied subject to the DDA, the Grant Deed the Agreement Containing Covenants, and this Agreement, all and each of which are for the purposes of enhancing and preserving the desirability, attractiveness and economic value of the Site and every portion thereof and all Improvements thereon, and effectuating the public purposes of the DDA and this Agreement. All and each of the easements and covenants contained herein: (a) are imposed as easements, covenants and equitable servitudes upon the Site, or the applicable portions thereof, as so indicated; (b) shall run with the land; and (c) shall be binding upon and inure to the benefit of the City.

2. Governmental Requirements.

All uses conducted on the Site shall conform to all applicable provisions of the Culver City Municipal Code and any other applicable Governmental Requirements. The Developer, for itself and on behalf of its successors, agrees to the following covenants and restrictions, which are in addition to the covenants, restrictions, and rights reserved to the City in the Grant Deed and the Agreement Containing Covenants and in addition to all other covenants and conditions set forth in this Agreement:

3. Prohibition Against Transfer and Changes in Management and Control of Developer.

The qualifications and identities of the Developer and its members are of particular concern to the City. It is because of those unique qualifications and identities that the City entered into the DDA with the Developer and is imposing restrictions upon any Transfer which is not a Permitted Transfer in accordance with the DDA, the Grant Deed and the Agreement Containing Covenants. Accordingly, the Developer agrees not to engage in any Transfer which is not a Permitted Transfer or which is not approved by the City in accordance with the provisions of the DDA, the Grant Deed and the Agreement Containing Covenants. No voluntary or involuntary successor in interest to the Developer pursuant to any Transfer or otherwise shall acquire any rights or powers in the Site or under this Agreement except as expressly set forth in the DDA, the Grant Deed and the Agreement Containing Covenants.

4. City Parking Spaces.

The Public Parking Improvements shall be exclusively occupied, used, licensed and/or leased by the City as public parking, available for parking use by members of the public in accordance with procedures implemented by the City, including, without limitation, daily parking use, monthly parking, movie crew parking, exhibitions and special events within or in the vicinity of the Project. The Developer acknowledges that the City has the authority, in its sole discretion, to manage the use and occupancy of the Public Parking Improvements.

5. Effect of Violation.

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

6. Term.

The covenants and easements contained in this Agreement shall remain in effect for a Term that is twenty-five (25) years after the City's recordation of the Release of Construction Covenants pursuant to the DDA.

7. No Change to Layout or Use of Parking Improvements.

Notwithstanding any other provision of this Agreement, there shall be no change to (i) the physical layout and accessibility of the Public Parking Improvements including, without limitation, the three (3) public parking spaces; (ii) the two (2) required car share parking spaces; and/or (iii) the uses of the Project Improvements including the layout and accessibility of the private parking spaces which materially interferes with the use by the City and members of the public of the Public Parking Improvements, without the prior written approval of the City, in its sole discretion.

ARTICLE 2
EASEMENTS, LICENSES AND OTHER COVENANTS

1. General.

The easements granted in this Article 2 shall not permit the City or its permittees: (a) access to areas located on the Site intended for the exclusive use of the retail, office or residential portions of the Project, such as walkways, lobbies, elevators, or elevator floors which exclusively service those areas of the Project; (b) unless otherwise agreed by the Developer in writing, access to or parking within the parking spaces other than the public parking spaces; (c) access to maintenance rooms, utility shafts, trash collection areas or rooms, and other areas within the Project that are fenced, walled and not generally accessible for public vehicular or pedestrian purposes; and (d) shall not permit the Developer or its permittees, unless otherwise agreed by the City in writing, access to parking within the Public Parking Improvements. Except as otherwise set forth herein, all easements granted to the City are granted for the Term. In no event shall the Developer grant any easements, rights or interests or otherwise use the Site in a manner that unreasonably interferes with the use, enjoyment and operation by the City of each of the easements granted to the City herein for its intended purpose.

2. **Easement for Pedestrian and Vehicular Access**.

The Developer hereby grants to the City, for the use and benefit of the City and members of the public, and declares and establishes, a non-exclusive easement in, on, over and across the Project for pedestrian and vehicular ingress and egress between and among the Site, the Project, the Public Parking Improvements, the all adjacent public rights of ways, in each case subject to all the provisions of this Agreement.

3. **Easement for Parking Access**.

The Developer hereby grants to the City, for the use and benefit of the City and members of the public, and declares and establishes, a non-exclusive easement in, on, over and across the Project (a) for vehicular ingress, egress and passage to, from, and between the Public Parking Improvements and all drive aisles, entrances and access gates to the parking for the Project; and (b) for pedestrian ingress, egress and passage to, from and between the Public Parking Improvements, the Project parking areas, the vertical transportation elements, drive aisles and pedestrian ways are shown on Attachment 2.

4. **Easement for Public Parking Improvements**.

The Developer hereby grants to the City, for the use and benefit of the City and members of the public, for the duration of the Term, an exclusive easement in, on, over across and through the Public Parking Improvements, including, without limitation, the three (3) public parking spaces, constructed by the Developer within the Site in the location shown on Attachment 2, including, without limitation, the right to use, occupy, and operate the Public Parking Improvements and the three (3) public parking spaces.

5. **Building Code Safety Covenant**.

For safety purposes and as required by the building codes adopted by the City, the Developer hereby covenants and agrees for itself and its successors and assigns to the Site and any portion thereof and any interest therein, for the benefit of the Public Parking Improvements and the easements granted to the City herein, that the Public Parking Improvements shall comply with all applicable regulations set forth in the City's building code, as adopted by the City.

6. **Easements for Exercise of Remedies**.

The Developer hereby grants to the City an easement to enter the Site to exercise its self-help rights for purposes of curing a failure by the Developer to perform any of its maintenance, repair and replacement obligations under this Agreement.

7. **Regulation of Work**.

From and after the Completion of the Project (which shall be governed by the DDA), all work of any kind to be conducted on the Site (individually and collectively, "**Work**") shall be carried out by the Developer in accordance with the all applicable laws including obtaining and complying with any permits required and issued by any governmental authorities having jurisdiction over such Work. No Work on the Site shall unreasonably interfere with the

operation or use by the City of the Public Parking Improvements as the same are required or allowed under this Agreement. For purposes of this Agreement, the term "**unreasonably interfere**" shall include any interference that (a) materially interferes with pedestrian or vehicular (as applicable) access rights granted hereby; (b) creates excessive noise; (c) prevents the use of drive aisles such that vehicles cannot reasonably use the same, and/or (d) prevents use of, if any, the vertical transportation elements, the private elevators, the private stairs or the elevator lobbies. Each Party shall use all reasonable efforts to perform any Work within the Public Parking Improvements in a manner that minimizes the interference of such Work with the use, enjoyment and operation of the drive aisles and pedestrian ways within the Public Parking Improvements.

All Work conducted on the Site affecting the City's use of the Public Parking Improvements shall be performed: (a) at the sole expense of the Developer as expeditiously as reasonably practicable; (b) in a good and workmanlike manner; and (c) in a manner that conforms with all safety measures required by applicable law and as would otherwise be reasonably prudent so as to protect the Developer, the City, their respective permittees and the public from injury or damage that may be caused by or result from such Work.

The Developer shall prior to commencing or permitting commencement of any substantial Work (other than routine and customary maintenance, repair or replacement as required hereunder), reasonably notify the City.

ARTICLE 3
OPERATION, MAINTENANCE AND REVENUES

1. **Responsibility for Maintenance, Repair and Replacement of Public Parking Improvements**.

The Developer shall be responsible for the maintenance, repair and replacement of the Public Parking Improvements for the Term of this Agreement at the sole cost and expense of the Developer. The Public Parking Improvements, during the Term of this Agreement, shall be maintained in good condition, free of debris, waste and graffiti, in accordance with the custom and practice generally applicable to comparable developments and at all times to ensure the Public Parking Improvements are maintained to not less than the standard maintained by the City at its City operated garages, and in compliance with the terms of the maintenance covenants of the DDA, the Grant Deed, the Agreement Containing Covenants and all applicable provisions of the Culver City Municipal Code and the Public Parking Design Specifications and all additional rules and regulations provided for hereunder.

2. **Meet and Confer**.

Without limiting any other remedy provided for under this Agreement, at law or in equity, if the Developer defaults, in whole or in part, in the observance, performance or compliance of its maintenance or other obligations under this Article 3 with respect to the Public Parking Improvements, then the City shall have the right to demand such observance, performance or compliance by written notice to the Developer. After issuance of such notice, the Developer and the City shall meet and confer to resolve differences with respect to

identifying maintenance defaults and failures to observe, perform or comply with the subject maintenance standards. If the deficiency specified in any such notice is not adequately addressed within thirty (30) calendar days of such meet and confer period or within forty-eight (48) hours with respect to any deficiency posing an emergency or risk to public health or safety, then the City may pursue any remedy with respect thereto provided by this Agreement or at law or in equity.

3. **Operation of Public Parking Improvements**.

The City shall exercise sole control over the use and operation of the Public Parking Improvements as public parking.

4. **City Parking Signs**.

The Developer shall at its expense construct, install, maintain, repair and replace consistent and effective directional signage providing directions to members of the public to, from and between the Public Parking Improvements and pedestrian and vehicular access to the Site, in accordance with Plans approved by the City. Prior to Completion of the initial construction of the Project, the City shall approve a plan setting forth the location, type and size of the City parking signage to be placed on the Site.

5. **City Revenues**.

The City shall be entitled to all gross parking fees derived from the Public Parking Improvements. Unless otherwise agreed by the City, the Developer shall collect parking revenues from public parking spaces within the Public Parking Improvements and shall disburse all such revenues to the City on a monthly basis. The amount of revenue to be charged to members of the public to use the Public Parking Improvements shall be as first approved by the City in writing. The Developer and the City shall reasonably agree during the Project entitlement process on a method of collection and identification of all such revenues due to be paid to the City under this Agreement.

The Developer shall maintain, for a period of four (4) years following the end of each calendar year, in a commercially reasonable form consistent with generally accepted accounting principles, its books, records and related documents of all revenues collected for the use of the Public Parking Improvements and shall provide true and correct copies of all such records to the City each fiscal year or as the City may sooner request. The City may inspect such records at the Site or at such other location in Los Angeles County reasonably designated by the Developer, upon providing at least five (5) calendar days' prior notice to the Developer.

The City and the Developer shall meet upon the reasonable request of either Party, at mutually agreed upon dates and times, to discuss matters relating to the operation and maintenance of the Public Parking Improvements and to other matters relating generally to the integrated or shared use areas of the Project Site.

ARTICLE 4
ADDITIONAL OPERATING AGREEMENTS

1. **Hours of Parking Operation, Use and Access**.

The parking for the Project shall be operated and maintained in a manner that permits open and unimpeded vehicular ingress and egress for members of the public to have access to and use the Public Parking Improvements in accordance with this Agreement. Vehicular access to the members of the public to use the Public Parking Improvements shall be provided through gated entry access passes or other means first approved in writing by the City, twenty-four hours per day/seven days per week.

2. **Parking Rates**.

The City shall have the right, in its sole discretion and without restriction, to establish and modify parking rates to be charged to members of the public, its permittees and all other patrons using the Public Parking Improvements.

3. **Gates and Traffic Controls**.

As part of the initial construction of the Project pursuant to Plans approved by the City, a City approved gating or other access system shall be installed by the Developer to allow the City and members of the public to utilize the easements and other rights which are granted under this Agreement for the Public Parking Improvements.

4. **Rules and Regulations**.

The City and the Developer hereby adopt the Rules and Regulations set forth in Attachment 3 for the operation, maintenance and use of the Public Parking Improvements by the City and members of the public. Amendments to the Rules and Regulations approved as set forth above shall be appended by the City and the Developer to copies of this Agreement and kept on file at City Hall, and such amended Rules and Regulations shall be deemed to be Attachment 3 to this Agreement and to replace and supersede the Rules and Regulations attached as Attachment 3 hereto, as the same may have been so modified from time to time, without the need for further amendment of this Agreement.

ARTICLE 5
INSURANCE AND INDEMNITY

1. **Developer Indemnity**.

From and after the Effective Date and during the Term hereof, the Developer agrees to save, protect, defend, indemnify and hold harmless the City, and its Representatives, from and against any and all Losses and Liabilities (including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, and remedial and response costs but excluding the extent to which such loss or liability arises from the active negligence or intentional misconduct of the City in the use or operation of the Public Parking Improvements) which may now or in the future be incurred or suffered by the City, or its Representatives, by

reason of, resulting from or arising in any manner whatsoever as a direct or indirect result of (i) the ownership (or possession) of all or any part of the Site for purposes of any Governmental Requirements regulating Hazardous Materials first discovered on the Site following the Conveyance, (ii) any act or omission on the part of the Developer, or its Representatives, contractors or invitees with respect to the Site or construction or operation of the Project Improvements thereon, (iii) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Site of any Hazardous Materials, (iv) any environmental or other condition of the Site, and (v) any Losses and Liabilities incurred with respect to the Site under any Governmental Requirements relating to Hazardous Materials.

2. **General Provisions Applicable to Developer Indemnity**.

The indemnification, protection, defense and hold harmless obligations of the Developer set forth in this Article 5, (a) shall not be limited by any insurance held by or available to the Developer or the Developer's Indemnitees; (b) shall survive the termination or expiration of the Term of this Agreement with respect to Losses and Liabilities accruing during the Term; (c) supplement and in no way limit, and are in no way limited by, the scope of indemnification, protection, defense and hold harmless provisions set out elsewhere in this Agreement or in any other agreement to which the City and the Developer are parties; and (d) are binding on the successors of the Developer.

The Developer shall promptly notify the City of the filing or assertion of any Losses and Liabilities against the City or any of the Indemnitees of the City and the Developer, and the City shall cooperate with the defense thereof. The Developer shall not settle or compromise the defense with respect to asserted Losses and Liabilities on behalf of the City or its Indemnitees, without the prior written approval of the City, which approval shall not be unreasonably conditioned, withheld or delayed. The City shall use reasonable efforts to mitigate the damages or losses if any hereunder.

3. **Insurance**.

The provisions of Attachment 4 shall govern the insurance obligations of the Developer and the City. The requirement to obtain and maintain any particular insurance in accordance with Attachment 4 may be modified or waived if the Parties agree to such modification or waiver in writing and if such waiver or notification would not violate the terms of any mortgage. The City hereby delegates to the City Manager the authority to modify in whole or in part the provisions of Attachment 4. The Parties shall review and modify as they deem necessary or appropriate the requirements set forth in Attachment 4 at least once in the first two (2) years after the Effective Date and thereafter at least once every five (5) years, such that the insurance requirements hereunder are consistent with prudent risk management practices, taking into account insurance market conditions, utilized in other similar integrated mixed-use development projects.

ARTICLE 6
DEFAULT

1. **Default**.

The following shall constitute a "**Default**" under this Agreement:

i. The failure by the Developer or the City to timely pay amounts due from it under this Agreement or to perform any term or provision of this Agreement applicable to the Developer or the City, including the breach by the City or the Developer of any material covenant made by such Party in this Agreement;

ii. The Developer (i) knows or should reasonably know that it is unable to pay its respective debts as they become due, or files a petition in bankruptcy (or otherwise commences bankruptcy or a similar proceeding under any federal or state bankruptcy or insolvency law), or (ii) has filed by or against it, under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, a petition in bankruptcy or other commencement of a bankruptcy or similar proceeding or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the Developer and such petition, proceeding or action is not dismissed within ninety (90) calendar days after filing.

iii. The Developer fails to make a payment or perform any obligation required by any note, mortgage, deed of trust or other document evidencing an obligation or security for any obligation which is secured by the Site or any portion thereof or any interest therein.

iv. Prior to exercising any right or remedy because of a Default and as a condition thereto, a non-Defaulting Party shall give written notice of Default (a "**Notice of Default**") to the Party in Default, specifying the Default complained of by the injured Party. Failure or delay in giving such Notice of Default shall not constitute a waiver of any Default, nor shall it change the time of Default.

v. Unless a longer time period is specified in this Agreement (in which event such time period to cure shall apply prior to declaration of an Event of Default), if, (a) as to non-monetary defaults, the Default is not cured or commenced to be cured and thereafter diligently pursued to completion and completed by the Defaulting Party within sixty (60) calendar days after service of the Notice of Default or, if such Default cannot be cured within such sixty (60) calendar days, to diligently commence curing within such time and to diligently pursue such cure within a reasonable time thereafter but no later than one hundred eighty (180) calendar days after service of the Notice of Default, and, (b) as to monetary defaults, the Default is not cured by the Party in Default within fifteen (15) calendar days after service of the Notice of Default, such failure to cure shall constitute an "**Event of Default**" under this Agreement.

ARTICLE 7
CASUALTY AND REPLACEMENT

1. **Partial Destruction**.

If the Public Parking Improvements are partially damaged, then the Developer shall

expeditiously repair and/or replace the Public Parking Improvements at the existing location to meet the requirements of the DDA and this Agreement to construct the Public Parking Improvements, at the sole cost and expense of the Developer, and the City shall have all rights under this Agreement with respect to the repaired and/or replaced Public Parking Improvements for the balance of the Term of this Agreement, not counting the period of repair.

2. **Total Destruction**.

If the Public Parking Improvements are totally damaged or destroyed, then the Developer shall do the following at the sole cost and expense of the Developer:

i. Unless physically or economically infeasible, the Developer shall expeditiously repair and/or replace the Public Parking Improvements at the existing location, comparable in size, quality and accessibility to the original Public Parking Improvements, and meeting the requirements of the DDA and this Agreement to construct the Public Parking Improvements, and the City shall have all rights under this Agreement with respect to the repaired and/or replaced Public Parking Improvements for the balance of the Term of this Agreement, not counting the period of repair and/or replacement.

ii. In the event that such repair and/or replacement is physically or economically infeasible, and the Developer and/or its successors and assigns rebuild or replace the Project, then the Developer shall expeditiously replace the Public Parking Improvements at a location within the rebuilt or replacement Project first reasonably approved in writing by the City, comparable in size, quality and accessibility to the original Public Parking Improvements, and the City shall have all rights under this Agreement with respect to the replaced Public Parking Improvements for the balance of the Term of this Agreement, not counting the period of replacement.

iii. In the event that such repair and/or replacement is physically or economically infeasible, and the Developer and/or its successors and assigns do not rebuild or replace the Project, then the Developer and/or its successors and assigns shall expeditiously perform its clearance of debris duties under Section 3 below and shall expeditiously provide the City with replacement surface parking spaces at a location within the Site first reasonably approved in writing by the City, comparable in size, quality and accessibility to the original Public Parking Improvements, and the City shall have all rights under this Agreement with respect to the surface replacement Public Parking Improvements for the balance of the Term of this Agreement, not counting the period of replacement. In the event during such balance of the Term the Developer and/or its successors and assigns rebuild or replace the Project, then the City's rights under this Agreement shall be exercised in accordance with Clause ii above for the then remaining balance of the Term of this Agreement, not counting the period of replacement.

3. **Obligation to Clear Debris**.

If any of the Project Improvements and/or Public Parking Improvements are damaged or destroyed, then, unless otherwise agreed by the Developer and the City Manager on behalf of the City, pending the commencement of repair, replacement or reconstruction of those improvements, the Developer shall cause the Site to be maintained in a clean, safe and secure condition, including: (a) razing damaged or destroyed above-ground improvements, wherever

located on the Site, along with all undamaged improvements attached thereto or associated therewith that will not be put to further use by the Developer; (b) removing all of the razed improvements and construction debris from the Site; (c) filling all holes or indentations on the ground of the Site with properly compacted backfill material containing no Hazardous Materials; (d) grading the surface of the Site in the area of the razed improvements to provide a clean and level appearance; (e) maintaining the surface of such area so as to keep it in a clean, weed-free and dust-free condition; and (f) to the extent applicable, securing or separating any damaged improvements or areas from the balance of the Site so as to allow the Project to continue to function to the extent practicable pending commencement of such reconstruction and during the course thereof.

ARTICLE 8
NON-DISCRIMINATION

1. **Non-Discrimination Covenant**.

The Developer covenants to refrain from restricting the rental, sale or lease of the Developer Parcel or any part thereof on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. The Developer covenants by and for itself and its successors 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 Project Improvements or any part thereof, nor shall the Developer itself or any person claiming under or through the Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site.

2. **Provisions in Documents**.

All deeds, leases or contracts made or entered into by the Developer or its successors, as to any portion of the Site, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

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

In Leases. "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and

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

In Contracts. "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees of the land."

ARTICLE 9
MORTGAGEE OBLIGATIONS AND PROTECTIONS

1. Mortgagee Right to Receive Notice.

If a mortgagee has delivered to the City a written notice in substantially the form set forth below, then a true and correct copy of any Notice of Default from the City to the Developer shall be provided to such mortgagee at the address specified in the mortgagee's request for notice at the same time such notice is provided to the Developer. The form of the mortgagee's request for notice shall be in substantially the following form:

> "The undersigned, whose address is _____, does hereby certify that it is a mortgagee (as described in that certain Public Parking Easement, dated as of _____, 20___, between the City of Culver City and 3727 Robertson, LLC (the "Agreement")), of the parcel of land described on Schedule A attached hereto, which parcel is owned by 3727 Robertson LLC, which is the Developer under the Agreement. The undersigned hereby requests, pursuant to the Agreement, that copies of any notices alleging a Default given by the Developer pursuant to the Agreement be given concurrently to the undersigned at the address stated above or at such other address as the undersigned shall provide to the City from time to time."

Any such request for notice delivered to the City by a mortgagee shall remain effective without any further action by such mortgagee for so long as the facts set forth in such notice remain unchanged. The giving of any Notice of Default to any mortgagee or the failure of any

mortgagee to receive such Notice of Default shall not create any liability on the part of the City so declaring a Default.

2. Mortgagee Protection.

No breach or enforcement of this Agreement shall defeat or render invalid any mortgage now or hereafter existing on any portion of the Site. The provisions, easements, conditions, restrictions, and covenants of this Agreement shall be binding and effective against any Person whose title is acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise. The foregoing shall not affect or diminish the responsibilities and/or obligations (including continuing maintenance and repair obligations) of such mortgagee or such purchaser after it becomes an owner of the Site under this Agreement.

3. Priority of Easements; No Subordination.

This Agreement shall be prior and superior to, and shall not be subordinated to, the lien of any mortgage or deed of trust now or hereafter existing on or affecting any portion of the Project or the Site. Any and all financial liens or financial encumbrances with priority over this Agreement existing as of the date of the recording of this Agreement shall have been subordinated in writing and recorded concurrently with the recording of this Agreement. The Developer shall cooperate with the City and take any and all action required to assure the foregoing priority of this Agreement as set forth herein.

ARTICLE 10
GENERAL PROVISIONS

1. Term.

This Agreement shall continue in full force and effect for the period commencing on the Effective Date hereof and expiring on the date which is twenty-five (25) years following the City's recordation of the Release of Construction Covenants, unless expressly extended pursuant to any of the terms and conditions of this Agreement.

2. Amendment.

Except as otherwise set forth herein, this Agreement may be amended or modified only by a written instrument executed and acknowledged by the City and the Developer.

3. Successors and Assigns; Mutuality; Runs With Land.

The terms of this Agreement and all of the covenants, restrictions, easements, and conditions contained in this Agreement shall run with the land (as defined in California Civil Code Sections 1460 and 1462) and each and every portion thereof for the Term, and shall be binding upon or inure to the benefit of (as the case may require) the Party that is obligated to perform or are benefited or burdened by such term or terms, and their respective successors and all other persons acquiring their respective portion of the Site or any part thereof, whether by operation of law or in any other manner whatsoever and shall continue to be imposed upon the Site and each portion thereof as a servitude in favor of each and every other portion of the Site,

as the case may be. In no event shall any breach or violation of this Agreement by any Party give the other Party the right to terminate this Agreement. In no event may Developer or any of its successors transfer or assign the rights and obligations granted or reserved to it hereunder except together with a conveyance of title to the Site, or any legal portion thereof over which such rights and obligations are to be transferred.

4. Effect.

Exercise or performance of any rights, powers or obligations by the Developer shall be binding upon all persons or entities having a fee or leasehold interest or other right in the Site or portion thereof.

5. Status of Developer.

The Developer shall be the agent of each person or entity having an interest in the Site or portion thereof for purposes of implementing this Agreement and is hereby irrevocably appointed for such purpose, and, in that event, the Developer shall be the proper person upon whom service of any process, writ, summons, order or other mandate of any nature of any court in any action, suit or proceeding arising out of this Agreement shall be made.

6. Obligation of Other Persons.

Notwithstanding anything to the contrary herein contained, the designation or obligation of the Developer to act as the agent on behalf of other persons or entities shall not for any purpose relieve any such other person or entity from the obligations or liabilities created by or arising from this Agreement.

7. Constructive Notice and Acceptance.

Every mortgagee, developer, successor, lessee, licensee and other occupant who now or hereafter owns or acquires any right, title or interest in or to any portion of the Site or the Project Improvements located thereon is and shall be conclusively deemed to have consented and agreed to the terms and conditions contained herein, whether or not any reference to this Agreement is contained in the instrument by which such mortgagee, party, lessee, licensee or other occupant acquired such right, title or interest.

8. Recitals and Attachments; Captions.

The Recitals set forth at the beginning of this Agreement and the Attachments attached to this Agreement are incorporated into this Agreement by this reference as though fully set forth in this Section. Each reference to an article, a section, subsection, clause, or Attachment in this Agreement shall mean the articles, sections, subsections and clauses of this Agreement and the Attachments attached to this Agreement, unless specifically otherwise stated. The section headings or captions used herein are for convenience only and are not a part of this instrument.

9. No Partnership or Joint Venture.

Neither anything contained in this Agreement nor in any amendment hereto, nor any act of any person or entity hereunder shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Developer and the City.

10. Severability.

If any term, covenant, condition or provision of this Agreement, or of any amendment hereto, or the application thereof to any person, entity or circumstance(s), shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11. California Laws Govern.

This Agreement is made with respect to real property located in the State of California and shall be construed, interpreted and applied in accordance with the laws of that State, without regard to conflict of laws provisions. The venue for all suits shall be Los Angeles County, California.

12. Excuse for Non-Performance.

The City and the Developer shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded, or hindered by act of God, including inclement weather, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, terrorism, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials, or supplies in the ordinary course on the open market not caused by the delayed Party; failure of normal transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil or military authorities, or other like matters beyond the reasonable control of the delayed Party.

13. Interpretation.

No inference in favor of or against any Party hereto shall be drawn from the fact that such Party has drafted any portion of this Agreement. The City and the Developer have each participated substantially in the negotiation, drafting and revision of this Agreement with representation by legal counsel and such other advisors as they have deemed appropriate. Wherever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The words "include" and "including" shall be construed to be followed by the words "without limitation", and are intended as words of illustration and not limitation.

14. Notices.

All notices, demands, consents, requests and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed conclusively to have been duly given (a) when hand delivered to any Party or mortgagee; (b) three (3) business days after such notice has been sent by U.S. Postal Service via certified mail, return receipt requested, postage prepaid, and addressed to any recipient as set forth below; (c) the next business day after such notice has been deposited with a reputable overnight delivery service (such as Federal Express, Overnite Express, United Parcel Service or U.S. Postal Service), postage prepaid, addressed to the recipient as set forth below with next-business-day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider; or (d) when transmitted if sent by facsimile transmission or email to the fax number or email address set forth below; provided, however, that notices given by facsimile or email shall not be effective unless either (i) a duplicate copy of such notice is promptly sent by any method permitted hereunder other than by facsimile or email (provided that the recipient need not receive such duplicate copy prior to any deadline set forth herein); or (ii) the recipient delivers a written confirmation of receipt for such notice either by facsimile, email or any other method permitted under this Section. Any notice given by facsimile or email shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a non-business day. Unless otherwise provided in writing, all notices hereunder shall be addressed as follows:

If to City:	City of Culver City Attn: Mr. Sol Blumenfeld, Community Development Director 9770 Culver Boulevard Culver City, CA 90232-0507 sol.blumenfeld@culvercity.org Fax: (310) 253-5779
With a copy to:	City of Culver City Attn: Carol Schwab, Esq., City Attorney 9770 Culver Boulevard Culver City, CA 90232-0507 carol.schwab@culvercity.org Fax: (310) 253-5664
And with a copy to:	Kane, Ballmer & Berkman, Special Counsel Attn: Todd C. Mooney, Esq. 515 S. Figueroa Street, Suite 780 Los Angeles, CA 90071 tmooney@kbblaw.com Fax: (213) 625-0931

If to Developer: 3727 Robertson, LLC
Attn: Mr. Michael A. Halaoui and Mr. Bernard F. Ashkar
520 S. Lafayette Park Place, #503
Los Angeles, CA 90057
Email: _____
Fax: _____

With a copy to: Law Offices of Arkin and Weissman
Attn: Andrew Weissman, Esq.
9696 Culver Boulevard; Suite 106
Culver City, CA 90232

andrewweissman@anwlaw.com
Fax: (310) 559-0518

Any Party may by written notice to the other Party in the manner specified in this Agreement change the address to which notices to such Party shall be delivered. For purposes of obligations to be performed by the City or of calculation of noticing under this Agreement, a general business day on which the Culver City City Hall is closed shall not constitute a business day in this Agreement.

15. Attorneys' Fees.

In the event of a judicial dispute between the Parties with respect to the terms or conditions of this Agreement, the prevailing party in a dispute proceeding shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge presiding over such dispute proceeding.

16. Waivers.

Any Party from time to time may waive any of its rights under this Agreement without effecting a waiver with respect to any subsequent occurrences or transactions hereunder. All waivers, consents or approvals under this Agreement must be in writing to be effective, and the failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

17. Cooperation; Further Actions.

The Parties shall cooperate fully with each other in order to promptly and fully carry out the terms and provisions of this Agreement. Each Party shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement. If any easement,

license, covenant or right intended to be conveyed or reserved as to certain portions of the Site by this Agreement is determined to have been an ineffective transfer or reservation due to the lack of ownership by the granting or reserving Party of the necessary real property interests as of the Effective Date, then the Parties shall take all reasonably necessary steps and execute and record all reasonably necessary documents to effectuate the intended transfer and/or reservation of real property rights and interests.

18. Proprietary and Governmental Roles; Standards Applicable.

Except where expressly provided to the contrary in this Agreement, the capacity of the City shall be in its proprietary capacity only (its "**Proprietary Capacity**"), and any obligations or restrictions imposed by this Agreement on the City shall be limited to that capacity and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the governmental capacities or police powers of the City (its "**Governmental Capacity**"), and no portion of this Agreement shall be interpreted as an approval by the City, acting in its Governmental Capacity, of any design, plan, use or improvement on the Site. Whenever not expressly stated to the contrary, (a) the City, when acting in its Proprietary Capacity, shall not unreasonably withhold, condition or delay its approvals to matters requiring its approval hereunder, and (b) the Developer shall not unreasonably withhold, condition or delay its approval to matters requiring its approval hereunder.

19. Compliance With Laws.

Each Party shall comply with all applicable laws, including Environmental Laws that apply to the Site in connection with its conduct thereon.

20. Federal Tax Law.

In no event shall the Developer or any successor take any federal tax position inconsistent with the City's ownership of its interests under this Agreement and the Public Parking Improvements. This Section does not prohibit the Developer from deducting business expenses relating to charges or fees for maintenance, repair and replacement of the Public Parking Improvements.

21. 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 but one and the same instrument.

22. Entire Agreement.

This Agreement constitutes the entire agreement between the Developer and the City pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof, except for the provisions of the DDA, the Grant Deed and the Agreement Containing Covenants. Any other prior agreement, representation, negotiation, and understanding of the Developer and the City, oral or written, express or implied, relating to the subject matter of this Agreement are hereby superseded and merged herein.

23. Conflict Between DDA and Agreement.

Following Completion of the Project, the use, maintenance or operation of the Project shall be governed by the Grant Deed, the Agreement Containing Covenants and this Agreement. To the extent there is a conflict between the terms of the DDA, on the one hand, and the terms of this Agreement, on the other hand, with respect to the use, maintenance or operation of the Project following Completion, the terms of this Agreement shall govern.

24. Breach Shall Not Permit Termination.

It is expressly agreed that no breach of this Agreement or any Default or Event of Default hereunder shall entitle any person to cancel, rescind, or otherwise terminate this Agreement; provided, however, that such limitations shall not affect in any manner any other rights or remedies (other than termination) which the Parties may have by reason of such breach of this Agreement.

25. Conflicts of Interest.

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

26. Warranty Against Payment of Consideration for Agreement.

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

27. Non-Liability of City Officials.

No member, officer, official, agent, representative or employee of the City shall be personally liable to the Developer or its successors in the event of any Default or Event of Default by the City or for any amount which may become due to the Developer or its successors on any obligation under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date first set forth above.

"**DEVELOPER**"

3727 ROBERTSON, LLC,
a California limited liability company

Dated: _____ By: _____
Michael A. Halaoui, Managing Member

Dated: _____ By: _____
Bernard F. Ashkar, Managing Member

[Signatures Continue on Following Page]

"**CITY**"

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

Date: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by this Public Parking Easement by and between 3727 Robertson, LLC, a California limited liability company, and the CITY OF CULVER CITY, a charter city of the State of California, are hereby accepted by the undersigned officer or agent on behalf of the City pursuant to authority conferred by the City Council through Resolution No. 2019-R_____ adopted on June 10, 2019, and the City consents to recordation thereof by its duly authorized officer.

Dated as of this ____ day of _____, at Culver City, California.

"**CITY**"

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

ATTEST:

_____
Jeremy Green, City Clerk

By:_____
John M. Nachbar, City Manager

APPROVED AS TO FORM:

By:_____
Carol Schwab, City Attorney

By: _____
KANE, BALLMER & BERKMAN,
City Special Counsel

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld,
Community Development Director

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

State of California

County of _____

On _____ before me, _____,
Date (Insert Name and Title of the Officer)

personally appeared _____
Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp above

Signature: _____
Signature of Notary Public

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

State of California

County of _____

On _____ before me, _____,
Date (Insert Name and Title of the Officer)

personally appeared _____
Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp above

Signature: _____
Signature of Notary Public

ATTACHMENT 1

LEGAL DESCRIPTION OF SITE

[behind this page]

ATTACHMENT 2

SITE PLAN AND DEPICTION OF LOCATION OF PUBLIC PARKING SPACES

[see attached]

ATTACHMENT 3

PARKING FACILITY RULES AND REGULATIONS

The following rules and regulations (the "**Parking Rules and Regulations**") shall govern the use of the parking spaces within the Project, including the Public Parking Improvements. The three (3) parking spaces that are owned and controlled by the City are referred to as the "Public Spaces". The two (2) parking spaces that are designated as the car-sharing spaces required by the City as a condition of approval by the City of the Project are referred to as the "Car-Sharing Spaces". All other parking spaces located in the Project are owned and controlled by the Developer and are referred to as the "Private Spaces".

100. PARKING FACILITY RULES AND REGULATIONS APPLICABLE TO PUBLIC SPACES AND PRIVATE SPACES

1. Parkers (each, a "**Parker**") granted a monthly parking license (a "**Licensee**") may obtain access to the Parking Facility outside the hours set forth herein by use of a parking access card, sticker or other parking identification device issued by the Developer (a "Reserved Parking Card"). For holders of a Reserved Parking Card, ingress/egress will be controlled by License Plate Recognition and/or a Reserved Parking Card. Reserved Parking Cards are issued for ingress to and egress from the Parking Facility and for the use of the parking spaces specifically marked as a "Reserved Space" or "Reserved Spaces" or other spaces allotted for Licensees (collectively, "Licensee Parking Spaces"). The applicable Party has the right to exclude any car from Licensee Parking Spaces that does not have an identification device or Reserved Parking Card.

2. Licensee Parkers must register their vehicle(s) online at the Internet website designated by the applicable Party and ensure that their vehicle(s) have a front license plate. Otherwise, parking privileges in the Parking Facility may not be granted.

3. Maximum speed limit in the Parking Facility is 5 miles per hour (MPH).

4. Hours of Operation: Daily 6:00 a.m. – 2:00 a.m.

5. Vehicles that weigh in excess of 5,000 pounds (other than service vehicles), vehicles that have more than two (2) axles, and inoperable vehicles are prohibited within the Parking Facility.

6. Except for City, state or federal emergency vehicles, no parking shall be permitted in the fire lanes within the Parking Facility, or in any portion of the parking area other than the designated parking spaces within the Parking Facility.

7. Except as set forth in Section 200 or Section 300 below, parking spaces are not assigned to any specific individual, and the sublicensing, leasing, subleasing, or assigning the individual use of the Licensee Parking Spaces is prohibited.

8. Reserved Parking Cards are issued for ingress to and egress from the Parking Facility for the Licensee Parking Spaces.

9. Vehicle storage is prohibited and subject to citation and/or towing of vehicle.

10. Vehicle repair, service and/or detail is prohibited.

11. Only "Head In" parking is allowed.

12. Vehicles violating parking space time restrictions will be cited.

13. No bailment is created by parking in the Parking Facility.

14. Parking is at the Parker's sole risk. The Developer will neither guard or assume care, custody or control of the Parker's vehicle or its contents nor be responsible for fire, theft, damage or loss to the Parker's vehicle or its contents.

15. The Parker shall be responsible for any damage caused by the Parker or the Parker's vehicle.

16. The Parker will not hold the Developer responsible for any damage resulting from the loss, theft or damage to the Parker's vehicle or any article of personal property left in any vehicle.

17. The Developer is not responsible for any vehicles parked overnight.

18. Reckless driving or other improper behavior (as determined by the Developer) may result in cancellation and revocation of parking privileges. The 5 MPH speed limit must be adhered to at all times.

19. Parking in unauthorized areas is subject to towing, citation, deactivation of Reserved Parking Card and termination of parking privileges.

20. Vehicles must be parked entirely within painted stall lines of a single parking stall.

21. All directional signs and arrows must be observed.

22. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; (f) in loading areas; (g) in tunnels; and (h) in such other areas as may be designated by the Developer or the parking operator for the Parking Facility. Public parking is prohibited in Licensee Parking Spaces and any other parking spaces identified as reserved for use by specified Licensees or generally identified as tenant parking or similar.

23. Any parking identification devices reported lost or stolen and found on any unauthorized car will be confiscated.

24. Except where bicycle parking is expressly authorized, parking of vehicles other than automobiles, motorcycles, motor driven or non-motor driven bicycles or four wheeled trucks is prohibited.

25. Maximum daily rate will be charged for a lost ticket of a transient Parker.

26. Parking space users attempting to obtain free parking by exiting and reentering the Public Parking Improvements after any initial free period will be required to pay the maximum daily rate.

27. Vehicles with disabled accessible license plates or identification must pay to park.

28. Vehicles with license plates issued to Medal of Honor recipients, Legion of Valor recipients, Purple Heart recipients, Pearl Harbor Survivors, and Former Prisoners of War will be provided free parking. This policy applies to vehicle license plates of such type from all states.

200. PUBLIC SPACES RULES AND REGULATIONS

Note: A violation of these parking policies may result in revocation of parking privileges. The City shall have the right to remove or tow away a vehicle that is the subject of a violation of these Parking Rules and Regulations in emergency situations, or in non-emergency situations after the City issues two (2) separate notices of violation involving the same vehicle and places said notices on the windshield of the same vehicle, and in accordance with applicable law. Such remedies of the City are in addition to all other rights and remedies of the City. The City may charge all costs incurred by the City as a result of the violation (including applicable costs incurred by parking operators, managers and attendants of the Parking Facility) to the registered owner of the vehicle that is the subject of the violation of these Parking Rules and Regulations, including, without limitation, vehicle leakage clean-up costs, which costs, as shown in reasonable supporting documentation, shall be immediately payable by such registered owner upon demand by the City.

1. Sublicensing, leasing, subleasing, or assigning the use of the Public Spaces is prohibited, except as permitted by the City as set forth in a separate written agreement.

2. Residential and overnight parking is prohibited.

3. City may require the removal of any vehicle found to be leaking oil or fluids, subject to written notice and opportunity to cure except in an emergency as determined by the City upon which no notice and opportunity to cure prior to removal of the vehicle is required.

4. The City reserves the right to establish and change parking fees.

5. Violation Fees or Other

Violation	Authority	Fee or Other
1. Vehicles parked overnight or stored may be towed	Culver City Police Department. Towing will be performed by a private contractor.	Applicable towing and impound fees charged by the private contractor.

2. Vehicles leaking oil or fluids may be towed	Culver City Police Department. Towing will be performed by a private contractor.	Applicable towing and impound fees charged by the private contractor, and fees associated with any oil or fluid removal.
3. Vehicles speeding	City of Culver City	Revocation of parking privilege
4. Parking space users who exit and re-enter a parking facility in order to obtain free parking	City of Culver City	$12 per day*
5. Unauthorized vehicles parking in a disabled accessible space	Culver City Police Department	$365 per incident*
6. Parking space time restriction	Culver City Police Department	$60 per incident*

*Fees and rates subject to change.

300. PRIVATE SPACES RULES AND REGULATIONS

1. The Developer reserves the right to establish and change parking fees. Nothing herein shall require the Developer to charge a uniform parking fee for the use of the Private Spaces including for the use of Reserved Spaces or Licensee Parking Spaces, it being expressly acknowledged and agreed that parking fees may differ based on any factor deemed sufficient by the Developer, in is sole discretion.

2. The Developer may assign all of the Private Spaces as Licensee Parking Spaces and/or as Reserved Spaces on a per space basis in accordance with a parking license agreement between the Developer and its Licensee provided the same is in compliance with all governmental laws and ordinances.

3. For Reserved Parking Cards, the holder must immediately notify the Developer in writing if his/her Reserved Parking Card is lost or stolen. In case of a lost or stolen Reserved Parking Card, the holder will be held fully responsible for any fees incurred by any unauthorized user prior to holder notifying the Developer that the Reserved Parking Card has been lost or stolen and for the cost of any replacement Reserved Parking Card.

4. A Licensee shall not park, and shall not permit any person deriving its right to park through the Licensee to park, in any parking areas designated as areas for parking by visitors to the Project; nor shall a Licensee or any such other person park in parking areas designated by the Developer for the exclusive use of other Licensees or occupants of the Project.

5. Loss or theft of Reserved Parking Cards must be reported to the Developer immediately, and a lost or stolen report must be filed by the Licensee or user of such parking identification device at the time.

6. The Developer reserves the right to refuse the sale of Reserved Parking Cards to any Licensee or person and/or his agents or representatives who willfully refuse to comply with these Parking Rules and Regulations and all unposted city, state or federal ordinances, laws or agreements.

7. Reserved Parking Cards (including stickers or any other device or form of identification) supplied by the Developer as a condition of use of the Private Spaces shall remain the property of the Developer. Such Reserved Parking Cards must be displayed as requested and may not be mutilated in any manner. The serial number of the Reserved Parking Cards, if any, may not be obliterated. Reserved Parking Cards are not transferable and any device in the possession of an unauthorized holder will be void. The Developer may charge a fee for parking stickers, cards or other parking control device supplied by the Developer.

8. Sublicensing, leasing, subleasing, or assigning the use of the Private Spaces is prohibited, except as permitted by the Developer for the Licensee Parking Spaces as set forth in a separate written agreement.

9. The Developer may require the removal of any vehicle found to be leaking oil or fluids.

10. The Parker will not hold Developer responsible for any damage resulting from the loss, theft or damage to article of personal property left in any vehicle.

11. Vehicles parked overnight, stored or located in a Reserved Space or other Licensee Parking Space in violation of the Parking Rules and Regulations may be towed by a private contractor and the applicable towing and impound fees charged by the private contractor will be borne by the Parker.

12. Remedies of the Developer set forth herein are in addition to all other rights and remedies of the Developer. The Developer may charge all costs incurred by the Developer as a result of a violation (including applicable costs incurred by parking operators, managers and attendants of the Public Parking Improvements) to the registered owner of the vehicle that is the subject of the violation of these Parking Rules and Regulations, including, without limitation, vehicle leakage clean-up costs, which costs, as shown in reasonable supporting documentation, shall be immediately payable by such registered owner upon demand by the Developer.

ATTACHMENT 4

INSURANCE REQUIREMENTS

This Attachment 4 is attached to and forms part of that certain Public Parking Easement by and between the City of Culver City and 3727 Robertson, LLC (the "**Agreement**"), and the initially capitalized terms used in this Attachment 4 shall have the meanings set forth in the Agreement and the DDA. Pursuant to and in accordance with the Agreement, the Developer and its successors shall obtain and maintain, or cause to be obtained and maintained, the required insurance policies and policy limits described below to cover claims and losses to which the coverage described below applies arising out of or related to ownership or operation of the Project, including, without limitation, the Public Parking Improvements (collectively, the "**Covered Property**"). Such insurance policies are intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City and and/or its Covered Parties. As used in this Attachment, the term "**Covered Parties**" means (a) as to the City, the City's elected and appointed officers and officials, directors, and employees (b) as to the Developer and any other party, such Developer's officers, members, directors, and employees.

A failure of the Developer or its successors to obtain and maintain, or cause to be obtained and maintained, all insurance policies and policy limits required to be provided by the Developer as set forth in this Attachment from and after Completion of each and any portion of the Project Improvements and the Public Parking Improvements and during the effectiveness of the Agreement shall constitute a Default under the Agreement, and the City shall have available to it all remedies provided pursuant to the Agreement. A failure of the Developer to pay all costs required to be paid for such insurance policies shall be a Default by the Developer under the Agreement, and the City shall have available to it all remedies provided pursuant to the Agreement.

At all times from and after the Completion of each and any portion of the Project Improvements and the Public Parking Improvements and during the effectiveness of the Agreement, the Developer and its successors shall obtain and maintain, or cause to be obtained and maintained, in full force and effect, at the sole cost and expense of the Developer, the following required insurance policies and policy limits in accordance with the terms described in this Attachment 4:

(1) Commercial General Liability. A policy or policies of insurance using Insurance Services Office (ISO) form CG 00 01 or an equivalent form providing coverage at least as broad as the ISO form and shall provide, at a minimum, full TRIA coverage for terrorism. Total limits shall be no less than Ten Million Dollars ($10,000,000) per occurrence and policy aggregate, and may be provided through any combination of primary and excess or umbrella policies. Any excess or umbrella policies shall "follow form" of the primary policy. Any excess or umbrella policy shall contain a clause stating that it takes effect and thereby drops down in the event the primary policy limits are impaired or exhausted. The City and the City's Covered Parties shall be additional insureds under any primary policy provided to satisfy the requirements of this Section. The primary policy shall be endorsed to add the City and the City's Covered Parties as

additional insureds under ISO form CG 20 10 10 01 or the exact equivalent, and any umbrella or excess policies shall follow form as to insureds.

(2) Workers' Compensation. Each Developer Party having employees, the property manager (the "**Property Manager**"), and the general contractor shall provide a policy or policies of insurance providing statutory workers' compensation benefits and employer's liability coverage for its employees. Employer's liability limits shall be no less than One Million Dollars ($1,000,000) each accident, each employee, and policy limit. The workers' compensation policies shall provide the following:

(a) A voluntary compensation endorsement;

(b) An alternate employer endorsement; and

(c) A provision extending coverage to all states operations as appropriate.

(3) Automobile Liability. A policy of insurance using ISO form CA 00 01 or an equivalent form providing coverage at least as broad as the ISO form. Limits shall be no less than Five Million Dollars ($5,000,000) combined single limit and may be provided through any combination of primary and excess or umbrella policies. This insurance shall extend to all owned, non-owned and hired automobiles.

(4) Property.

A policy of "all risk" property insurance covering the Covered Property, fixtures, equipment, building, all property situated in, on, or constituting a part of the Covered Property and any improvements and shall include the following:

(a) Coverage shall be at least as broad as the ISO's special causes of loss form CP 10 30, and approved of in writing by the City. The City shall be included as a named insured and loss payee under the policy.

(b) Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions, except that coverage shall include the perils of flood and earthquake to a limit of Five Million Dollars ($5,000,000), which limit applies to the entire Project (*i.e.*, the Project Improvements and the Public Parking Improvements). The policy limit shall be increased annually in each accounting period ("**Accounting Period**") after the initial Accounting Period by an amount equal to the percentage increase in the Consumer Price Index for the prior Accounting Period multiplied by the policy limit in that prior Accounting Period, with the new limit rounded to the nearest practical amount reasonably acceptable to the insurer. In the event of any major renovation, addition or replacement, if requested in writing by any Party, the Parties shall meet and confer to establish an acceptable policy limit reflecting the then-estimated replacement value of the Project Improvements and the Public Parking Improvements, as applicable. In no event shall the Project Improvements or the Public Parking Improvements be required to be insured for an amount that is in excess of their full replacement cost. The policy shall include 100% rents coverage, ordinance or law and increased cost of construction coverage. Coverage shall include equipment breakdown insurance covering the building and Public Parking Improvements fixtures, and equipment comprising the Covered Property.

(c) Coverage shall apply to furniture, fixtures, equipment, and other items of property (other than personal property) intended for use solely at the Covered Property. Each of the Developer and the City may, at its option, purchase insurance to cover its own personal property at its sole cost and expense.

(d) Extended coverage for terrorism shall be provided to the extent available at Commercially Reasonable Insurance Rates (as defined below). Such coverage may be provided as part of the property insurance policy described above or may be carried as a separate policy naming the Developer and the City as named insureds.

(e) Subject to the requirements of any mortgagee with respect to proceeds paid under the property insurance policy (collectively, "**Proceeds**") to the Developer for the Project Improvements only (it being expressly understand and agreed to by the Parties that no mortgagee or Party shall have any right or claim to or interest in any Proceeds paid under the property insurance policy for the Public Parking Improvements, and that all such Proceeds are solely owned by the City), the Parties agree that any and all Proceeds paid from the property insurance policy disbursed pursuant to the Agreement shall be used to rebuild or repair the Improvements for which such Proceeds are paid, provided that there are sufficient Proceeds available to such owner to rebuild or repair the impacted Improvements to the level required by the Agreement and that such Proceeds shall not be used for any other purpose whatsoever.

(f) The Parties agree that the City shall be the sole owner of all Proceeds from such property insurance policy disbursed pursuant to the Agreement applicable to the Public Parking Improvements and that no mortgagee shall have any right or claim to or interest in any Proceeds paid under the property insurance policy for the Public Parking Improvements and/or the City Parcel.

(5) General Requirements of Insurance Required of Developer.

(a) Primary Insurance and Submittal of Claims. All property and liability insurance policies required to be provided by the Developer pursuant to this Attachment is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City and/or City's Covered Parties. The Developer and its successors shall submit, or cause to be submitted, all claims under the insurance policies on behalf of the City. With respect to property loss, any Proceeds paid for coverage relating to the City's property or interests and solely relating to the Public Parking Improvements shall be issued in the name of the City or, if issued in the name of both Developer and the City, shall be assigned in their entirety by the Developer to the City without any conditions or requirements imposed by the Developer on such assignment. If Proceeds are paid jointly for both the City's and Developer's interests, then payment shall be issued in the name of both the City and the Developer for the portion of their respective interests in the Proceeds; however, the Parties shall use commercially reasonable efforts to establish by endorsement the portion of the Proceeds of any property insurance policy applicable to the Project Improvements, on the one hand, and the Public Parking Improvements, on the other.

(b) Proof of Insurance. At each time that the Developer is required to initially obtain or cause to be obtained each insurance policy required by this Attachment 4, including

insurance coverage required of all Persons described in Section 5(e) below, and thereafter not later than ten (10) business days prior to the expiration date of each insurance policy, or at such later date as the Developer may request with the City's approval (but in no event later than one (1) business day prior to the expiration date of such insurance policy), the Developer shall deliver to the City a written binder of insurance. The binder of insurance shall be on a form reasonably acceptable to the City. In addition, as soon as they become available, the Developer shall promptly deliver to the City (i) a complete certified copy of each such insurance policy or such modification, or renewal or replacement insurance policy and all endorsements thereto and (ii) satisfactory evidence of payment of the premium therefor. The Developer shall cooperate with the City and provide to the City Manager or his designee reasonable access to the Developer's broker or agent responsible for facilitating the issuance of the insurance policies obtained and maintained by the Developer as required by this Attachment 4 if the City has questions on such policies or coverages provided therefor.

(c) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned A.M. Best Rating of A- (or higher) and Financial Size Category Class VII (or larger) unless otherwise approved by the City.

(d) Waiver of Right of Recovery.

(1) Pre-Loss Waivers. All insurance policies other than workers' compensation policies shall contain, or shall be endorsed to contain, language that allows, or at least does not prohibit, the insured's providing pre-loss waiver of rights of recovery from third parties who may cause damage, loss, or injury for which the insured would otherwise be entitled to recovery of damages. Workers' compensation policies must be endorsed specifically to waive the insurer's right of recovery against any of the Parties to the Agreement, including Covered Parties. Such endorsements, or policy language, shall not contain any additional restrictions.

(2) Waiver of Certain Rights of Recovery. The City and the Developer, on behalf of themselves and their successors, hereby waive any recovery of damages against each other and their respective Covered Parties for loss or damage to the building, tenant improvements and betterments, fixtures, equipment, and any other personal property to the extent covered by insurance, and shall require similar written express waivers in favor of the City and the Developer and their respective Covered Parties from each of its property managers, contractors, or tenants with whom the City or the Developer have entered into agreements related to the use, maintenance or operation of the Covered Property.

(e) Contractors/Tenants Insurance. The Developer shall require each of its contractors, each property manager and/or tenants and any person directly or indirectly employed by any of them with respect to construction and/or maintenance of the Covered Property, to provide and maintain insurance as required by this Section (5)(e) unless the contractor or tenant is covered by the Developer's insurance. The Developer shall require general liability, auto liability and workers' compensation/employer's liability insurance ("basic coverages") of its contractors or tenants and if their work or occupancy involves specific exposures, including environmental and professional liability exposures, not covered by the basic coverages, such additional coverages as such owner deems commercially reasonable. Limits of insurance

required of its contractors or tenants shall be at such owner's discretion, but shall be consistent with custom and practice for such requirements in the geographical area where the work or activities are being performed. Each owner to which the provisions of this Section apply shall cause each contractor or tenant to include the City and the City's Covered Parties as additional insureds (or if the City is the owner to which the provisions of this Section apply, the City shall cause each contractor or tenant to include the Developer and the Developer's Covered Parties) under each such contractor's or tenant's insurance policies obtained, except for any professional liability or workers' compensation insurance. Each owner to which this Section applies shall require that each contractor or tenant obtain from his/her/its workers' compensation insurer a waiver of subrogation rights that such insurer may have against the other owner and, in the case of the City, the City and the City's Covered Parties (or if the City is the owner to which the provisions of this Section apply, then the Developer and the Developer's Covered Parties) as additional insureds. Upon request by any owner, the owner required to assure coverage hereunder shall promptly provide certificates of insurance, endorsements, or copies of policies, as requested, evidencing coverage for each such contractor, Property Manager or tenant. The City, the Developer, and their respective Covered Parties shall be insureds under such policies of the Property Manager. The Property Manager's insurance policies shall apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City, the Developer, or any of their respective Covered Parties.

(f) Enforcement of Contract Provisions (Non-Estoppel). The Developer acknowledges and agrees that any actual or alleged failure on the part of the City to inform the Developer of non-compliance with any requirement of these Insurance Requirements imposes no additional obligations on the City nor does it waive any of the City's rights hereunder.

(g) Specifications Not Limiting. Requirements of specific coverage features or limits contained in these Insurance Requirements are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(h) Notice of Cancellation. All insurance policies required by these Insurance Requirements shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after providing the City with thirty (30) calendar days' prior written notice, except for nonpayment for which ten (10) calendar days' prior written notice is required. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.

(i) Self-insured Retentions and Deductibles. The Developer shall be responsible for payment of any self-insured retentions and deductibles for the insurance policies described in this Attachment 4. Self-insurance or self-insured retentions will not be considered to comply with these specifications unless approved in writing in advance by the City. Any self-insured retentions and deductibles shall be no greater than five percent (5%) of the total coverage amount (or such greater amount necessitated in order to obtain Commercially Reasonable Insurance Rates), unless otherwise approved in writing in advance by the owners. The City

reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible.

(j) Timely Notice of Claims. The Developer shall give the City prompt and timely written notice of Losses and Liabilities, including claims made or suits instituted against or with respect to the Public Parking Improvements.

(k) Additional Insurance. The Developer shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection in connection with the Agreement.

(l) Renewal Policies. The Developer shall promptly deliver to the City a certificate of insurance and copies of all required endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance policies under the terms specified herein.

(m) Support of Indemnifications. The insurance policies provided hereunder by the Developer are not intended to, and shall not be considered, interpreted, or deemed, to limit the Developer's indemnification obligations under the Agreement.

(n) No Recourse. Except as provided in the Agreement or this Attachment or as otherwise agreed to in writing in advance by the Parties, there shall be no recourse against the City or the City's Covered Parties for payment of premiums, deductibles, self-insured retentions or any other amounts with respect to insurance policies required by this Attachment 4, nor shall any policies of insurance require such payment from the City or the City's Covered Parties. The Developer agrees to timely pay all premiums for each of the insurance policies required by this Attachment 4 hereof and to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance coverages. If the Developer fails or refuses to procure or maintain insurance as required by this Attachment 4 hereof, then the City shall have the right, but not the obligation, at the City's election and upon ten (10) days' prior written notice to the Developer delivered in a manner as set forth in Section 14 of Article 10 (Notices) of the Agreement, to procure and maintain such insurance. The cost of the premiums paid by the City, except for the City's proportionate share of such cost as described in Section (4)(d) above, shall be treated as a loan, due from the Developer, to be paid on the first day of the month following the date on which the premiums were paid by the City. If the Developer fails to pay the cost of such premiums on the first day of the month following the date on which such premiums were paid by the City, then the City shall have the authority without any further notice to the Developer to lien the Developer Parcel for such amounts, in addition to off-setting such amount from Developer parking revenue collected by the City as permitted in the Agreement, and all other remedies available to the City at law or in equity. The City shall provide prompt notice to the Developer of the payment of such premiums, stating the amounts paid and the name of the payee.

(o) Unavailability or Commercially Unreasonable Availability of Required Coverages. If the Developer demonstrates to the City's reasonable satisfaction that the Developer has used diligent efforts in the global insurance and reinsurance markets to procure the required insurance coverages, and if despite such diligent efforts and through no fault of the

Developer, any of the coverages required in this Attachment 4 (or any of the required terms of such coverages, including policy limits, self-insured retentions or deductibles) become unavailable or are available only with commercially unreasonable premiums, then the City will consider in good faith alternative insurance packages and programs that provide coverage as comparable to that contemplated in this Attachment 4 as is feasible under then-existing insurance market conditions and, in such instances, the failure to provide the policies upon the terms set forth in this Attachment 4 shall not be a Default of the Developer hereunder provided that the Developer does provide alternative insurance packages or programs that provide coverage as comparable to that contemplated in this Attachment 4 as is feasible under then-existing insurance market conditions. If any of the coverages required in this Attachment 4 (or any of the required terms of such coverages, including policy limits) become unavailable or are available only with commercially unreasonable premiums, then the Developer shall review the global insurance and reinsurance markets at least annually thereafter, but no later than one hundred twenty (120) days prior to insurance program renewal, to track changes in market conditions, and the Developer shall use commercially reasonable efforts to adjust insurance coverages as soon as the coverages become available at Commercially Reasonable Insurance Rates. The Developer shall keep the City reasonably informed of insurance market conditions and deliver to the City the information obtained from such annual reviews. The term "**Commercially Reasonable Insurance Rates**" means insurance rates that a reasonable and prudent risk manager seeking to insure comparable risks would conclude are justified by the risk protection afforded.

ATTACHMENT NO. 9

RIGHT OF ENTRY AGREEMENT

[See Attached]

RIGHT OF ENTRY AGREEMENT TO ENTER CITY PARCEL FOR ENVIRONMENTAL TESTING

THIS RIGHT OF ENTRY AGREEMENT TO ENTER CITY PARCEL FOR ENVIRONMENTAL TESTING (this "Agreement"), dated as of _____, 2019 (the "Date of Agreement"), is entered into by and between THE CITY OF CULVER CITY, a charter city of the State of California (the "City"), and 3727 ROBERTSON, LLC, a California limited liability company (the "Developer").

RECITALS

A. The City is the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "City Parcel").

B. The City and the Developer entered into that certain Disposition and Development Agreement dated as of _____, 2019 (the "DDA") pursuant to which, and in accordance with the terms of the DDA, the City has agreed to convey title to the City Parcel to the Developer and the Developer has agreed to acquire the City Parcel and retain title to that certain real property located adjacent to the City Parcel defined in the DDA as the Developer Parcel, and construct on the City Parcel and the Developer Parcel (defined collectively as the "Site" in the DDA) a mixed use transit oriented development comprised of (i) one basement level of parking with 19 stalls, (ii) 3,884 square feet of retail and restaurant space and outdoor dining on the ground floor, (iii) 5,455 square feet of office space on the second floor, (iv) 12 residential units on the third, fourth and fifth floors, of which 3 are to be affordable, (v) certain off-street parking improvements to include 3 at-grade public parking spaces for a 25 year period (defined in the DDA as the Public Parking Improvements) and (vi) miscellaneous other private and public improvements, all as more thoroughly described in the Scope of Development attached to the DDA, to be owned by the Developer subject to the Public Parking Easement and Affordable Housing Covenants and the terms and conditions of the DDA. The DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA.

C. The Developer desires to enter the City Parcel for the purpose of conducting environmental testing and surveys of the City Parcel prior to acquisition of the City Parcel and development and construction on the City Parcel, and the City desires to accommodate the Developer's desire to commence such actions by granting a right of entry as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Right of Entry. Provided that all of the terms and conditions of Section 2 of this Agreement are fully satisfied, the City hereby grants to the Developer and its agents and contractors, a temporary and conditional right to enter upon, in and below the City Parcel for a continuous period from the Date of Agreement to _____, 2019, for the purpose of surveying the City Parcel for purposes of designing the Project and for carrying out relevant and necessary environmental testing of the City Parcel.

Section 2. Conditions to Entry. Prior to the Developer entering the City Parcel, or any portion of the City Parcel, the following conditions must be satisfied:

(a) The Developer shall give the City at least five (5) days written notice prior to each act of entering the City Parcel and conducting investigation and testing of the City Parcel;

(b) The Developer shall furnish to the City evidence satisfactory to the City that the Developer or its contractors have obtained comprehensive liability insurance in an amount as is approved by the City for the purpose of protecting the City from claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs, including the reasonable value of the services of in-house counsel), which may be caused by any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after the termination of this Agreement; and

(c) The Developer or its contractors shall have submitted to the City, and the City shall have reasonably approved, a work plan setting forth the actions needed to carry out the environmental and other required testing or actions to be performed on the City Parcel pursuant to this Agreement.

Section 3. Liens. With regard to actions performed on the City Parcel under this Agreement, the Developer shall not permit to be placed against the City Parcel, or any part thereof, any design professional's, mechanic's, materialmen's, contractor's, or subcontractor's liens (collectively, the "Liens"). The Developer shall indemnify, defend and hold harmless the City from and against all liability for any and all liens, claims and demands, together with costs of defense and reasonable attorneys' fees (including the reasonable value of the services of in-house counsel), arising from any Liens. The City reserves the right, at its sole cost and expense, at any time and from time to time, to post and maintain on the City Parcel, or any portion thereof, or on the improvements on the City Parcel, any notices of non-responsibility or other notice as may be desired by the City to protect the City against liability. In addition to, and not as a limitation of the City's other rights and remedies under this Agreement, should the Developer fail, within ten (10) calendar days after written request from the City, either to discharge any Lien or to bond against any Lien, or to defend, indemnify, and hold harmless the City from and against any loss, damage, injury, liability or claim arising out of a Lien, then the City, at its option but without the obligation, may elect to pay such Lien, or settle or discharge such Lien

and any action or judgment related thereto and all costs, expenses and attorneys' fees (including the reasonable value of the services of in-house counsel) incurred in doing so shall be paid to the City by the Developer upon written demand.

Section 4. Minimal Interference; Restoration of City Parcel. The Developer shall take all reasonable measures to minimize interference with the use of the City Parcel by the City and any party permitted by the City to use the City Parcel. The Developer shall promptly repair and restore any damage caused by its entry to the City Parcel and any environmental or other testing or other activity performed by or on behalf of the Developer on the City Parcel.

Section 5. Compliance With Laws/Permits. The Developer shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees, including, but not limited to, all environmental laws. Without limiting the generality of the foregoing, the Developer, at its sole cost and expense, shall obtain any and all permits which may be required by any environmental law or other law for any activities the Developer desires to conduct or have conducted pursuant to this Agreement. In the event that the Developer or its agents or employees discover(s) any substance on the City Parcel, the Developer shall immediately notify or cause notice to be given to the City.

Section 6. Indemnification. The Developer hereby agrees to indemnify, defend, assume all liability for and hold harmless the City and its agents, employees, members, independent contractors, affiliates, principals, shareholders, officers, council members, board members, committee members, and planning and other commissioners, partners, attorneys, accountants, representatives, and staff, from and against all actions, claims, suits, penalties, obligations, liabilities, damages to property, claims or injuries to persons (collectively "Claims") which may be caused by or arising out of or in connection with the Developer's, its agents' and/or contractors' activities pursuant to this Agreement. The Developer's indemnity given under this Section 6 shall apply whether such acts are by the Developer or anyone directly or indirectly employed or under contract with the Developer, and whether such Claims shall accrue or be discovered before or after the termination of this Agreement. The indemnity and other rights afforded the City by this Section 6 shall survive after the expiration of this Agreement.

Section 7. Inspection. The City and its representatives, employees, agents or independent contractors may enter and inspect the City Parcel or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify the Developer's compliance with the terms and conditions of this Agreement.

Section 8. No Real Property Interest. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the City Parcel to the Developer.

Section 9. Notices. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

To City:	The City of Culver City Attn: Mr. Sol Blumenfeld, Community Developer Director 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	The City of Culver City Attn: Carol Schwab, Esq., City Attorney 9770 Culver Boulevard Culver City, California 90232-0507
Copy to:	Kane, Ballmer & Berkman Attn: Todd C. Mooney, Esq. 515 S. Figueroa Street; Suite 780 Los Angeles, California 90071
To Developer:	3727 Robertson, LLC Attn: Mr. Michael A. Halaoui and Mr. Bernard F. Ashkar 520 S. Lafayette Park Place, #503 Los Angeles, California 90057
Copy to:	Law Offices of Arkin and Weissman Attn: Andrew Weissman, Esq. 9696 Culver Boulevard; Suite 106 Culver City, California 90232

Any notice shall be deemed received immediately if delivered by hand and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 11. Interpretation. This Agreement shall be interpreted as a whole and in accordance with its fair meaning and as if each party hereto participated in its drafting. Captions are for reference only and are not to be used in construing meaning.

Section 12. Amendment of Agreement; Merger. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Developer and the City. This Agreement merges all negotiations, stipulations and provisions relating to the subject matter of this Agreement which preceded or may accompany the execution of this Agreement.

Section 13. Attorneys' Fees. In the event of a dispute between the parties hereto with respect to the terms or conditions of this Agreement, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one and the same instrument.

Section 15. Damages. Neither party hereto shall have any right to indirect or consequential or punitive damages against the other, and each party hereto hereby waives the right to claim the same against the other.

[signatures on following page]

[remainder of page intentionally left blank]

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

"**DEVELOPER**"

3727 Robertson, LLC,
a California limited liability company

Date: _____ By: _____
Name: _____
Title: Managing Member

Date: _____ By: _____
Name: _____
Title: Managing Member

[signatures continue on following page]

"**CITY**"

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

Dated: _____ By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

CITY PARCEL

3725 Robertson Boulevard, Culver City, California

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

ATTACHMENT NO. 10

GUARANTY AGREEMENT

[See Attached]

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this "Guaranty") is made and entered into by ICON WEST, INC, a California corporation (referred to herein as the "Guarantor"), to and for the benefit of THE CITY OF CULVER CITY, a charter city of the State of California (the "City"), and its successors and assigns, effective as of _____, 2019.

R E C I T A L S

A. 3727 Robertson, LLC, a California limited liability company (the "Developer"), and the City entered into that certain Disposition and Development Agreement dated _____, 2019 (the "DDA"), pursuant to which the Developer is required to cause the construction and development of certain improvements (the "Project Improvements") upon real property more particularly described in the DDA individually as the "Developer Parcel" to be retained by the Developer and the "City Parcel" to be acquired by the Developer from the City pursuant to the DDA (the City Parcel and the Developer Parcel are collectively referred to in the DDA and this Guaranty as the "Site"). All of the terms and provisions of the DDA are fully incorporated herein by this reference as though fully set forth herein. The DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA.

B. The Guarantor is an affiliate of the Developer and it will directly benefit should the Developer acquire title to the City Parcel and develop the Site in the manner and in accordance with the terms of the DDA. The Guarantor acknowledges that this Guaranty is required by the City as a condition precedent and as an inducement to the City to enter into the DDA and to convey by grant deed title to the City Parcel to the Developer and to carry out its obligations in accordance with the terms of the DDA.

G U A R A N T Y

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

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

2. If for any reason, other than uncured acts or omissions of the City, the Developer should fail to perform any of its obligations under the DDA, including but not limited to failure

to complete its construction of the Project Improvements on or before the date required by the DDA in all respects and in accordance with and in the manner set forth in the DDA and the plans and specifications approved therefor by the City (which obligations are hereinafter referred to as the "Performance Obligations"), then the City at its option, and upon thirty (30) calendar days' prior written notice to the Guarantor, shall call upon the Guarantor and the Guarantor shall assume each and all of the outstanding obligations of the Developer constituting the Performance Obligations, and shall promptly commence and diligently prosecute to completion all such Performance Obligations in accordance with the terms of the DDA.

3. If for any reason the Developer fails to timely meet any of its financial obligations under the DDA or to pay any amounts for which the Developer may become liable under the DDA under the DDA prior to and after the issuance of a Release of Construction Covenants (which obligations are collectively and hereinafter referred to as the "Payment Obligations"), then the City, at its option, and upon thirty (30) calendar days' prior written notice to the Guarantor, shall call upon the Guarantor and the Guarantor shall assume each and all of the Payment Obligations, and promptly pay each and all of the outstanding balances of the Payment Obligations in accordance with the terms of the DDA as they become due and payable.

4. The Guarantor's performance of the Performance Obligations may be excused during periods of delay caused by the City or pursuant to the force majeure provisions of Section 706 of the DDA.

5. To the full extent of the Developer's responsibility therefor under the DDA or applicable law, the Guarantor will pay and discharge all mechanic's and materialmen's liens or claims therefor imposed against the Site and/or the Project Improvements and there shall be no mechanic's, materialmen's or other like liens or claims outstanding against the Site, excepting the lien of a first priority deed of trust for the construction financing of the Project Improvements approved in advance and in writing by the City in accordance with the DDA and any such liens which shall have been bonded over or for which adequate surety has been posted, all to the satisfaction of the City as permitted by the DDA, and except as otherwise specifically permitted under the DDA.

6. This Guaranty is a present, absolute and continuing guaranty; the execution by the City of the DDA shall conclusively evidence of the reliance by the City upon this Guaranty and the obligations and agreements of the Guarantor as set forth herein.

7. The Guarantor waives (i) any right to require that any action be brought against the Developer or any other person, or to require that resort be first had to any security for the performance of the Developer's obligations prior to the enforcement of this Guaranty by the City, and (ii) any right to pursue any remedy in the Developer's power whatsoever; and if any right of action shall accrue to the City by reason of the failure of the Developer to perform any obligation or pay any sum of money required of the Developer pursuant to the DDA then, unless such default shall be cured by the Guarantor as aforesaid, the City, at its election, may proceed

against: (A) the Guarantor, together with the Developer (B) the Guarantor, and the Developer, severally; or (C) the Guarantor only, in each case, without having commenced any action or having obtained any judgment against the Developer and whether or not the Developer is a party in any such action.

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

9. The Guarantor hereby expressly waives (a) notice of acceptance of this Guaranty; (b) all notices to which the Guarantor might otherwise be entitled, except as required herein; (c) any defense arising (i) by reason of any disability of the Developer or (ii) by reason of the cessation from any cause whatsoever (except a defense available to the Developer under the DDA) of the liability of the Developer other than full performance of the Guaranteed Obligations; (d) diligence in enforcement and any and all formalities which might otherwise be legally required to charge the Guarantor with liability; and (e) all diligence in collection or protection and all presentment, demand, protest and notice of protest, notice of dishonor and notice of default.

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

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

(b) from time to time and without first requiring full performance of any of the Guaranteed Obligations by the Developer and without being required to exhaust any or all security held by the City, to require (subject to Section 4 above) performance by the Guarantor of all of the Guaranteed Obligations (or any part thereof) pursuant to the terms hereof, by action

at law or in equity or both, and further to collect in any such action compensation for all loss, cost, damage, injury and expense sustained or incurred by the City as a consequence of such breach.

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

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

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

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

15. Until the Guaranteed Obligations have been performed in full, the Guarantor shall have no right of subrogation, and hereby waives any right to enforce any remedy that the City now has or may hereafter have against the Developer and waives the benefit of, and any right to participate in, any security now or hereafter held by the City from the Developer, except to the extent such security remains after full performance of the Guaranteed Obligations.

16. This Guaranty shall terminate upon the satisfaction of both the issuance by the City of the Release of Construction Covenants pursuant to the DDA and full payment by the Developer of the financial obligations constituting the Payment Obligations.

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

18. Each reference herein to the "City" shall be deemed to include The City of Culver City in its capacity as the City under the DDA, and each of its successors and assigns; and all of the provisions of this Guaranty shall run in favor of said named City and its said successors and assigns.

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

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

21. In addition to any other rights or remedies, the parties hereto may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Guaranty. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court of that county, or in the Federal District Court in the Central District of California. Neither party hereto, however, shall have any right to indirect or consequential or punitive damages against the other, and each party hereto hereby waives the right to claim the same against the other.

22. In the event that any legal action is commenced by the Guarantor against the City, service of process on the City shall be made by personal service upon the City Manager, or in such other manner as may be provided by law. In the event such legal action is commenced by the City against the Guarantor, service of process on the Guarantor shall be made by personal service upon Mr. Michael A. Halaoui for the Guarantor, and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

23. Time is of the essence hereof.

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

25. This Guaranty may be executed by the parties hereto in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

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

"Guarantor"

Icon West, Inc.,
a California corporation

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

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

[Signatures Continue on Following Page]

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

"City"

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

Dated: _____ By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

ATTACHMENT NO. 11

PUBLIC PARKING DESIGN SPECIFICATIONS

[See Attached]

ATTACHMENT NO. 11

REVISED PUBLIC PARKING DESIGN SPECIFICATIONS

See Attached

PUBLIC PARKING DESIGN SPECIFICATIONS

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.

Exceptions to the specifications may be allowed by the City Manager, or his designee, so long as the design complies with all applicable codes.

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 one level of below ground parking, which is comprised of three (3) public spaces and up to 21 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 parking of passenger vehicles.

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. The Developer shall use reasonable efforts to minimize the number of drop beams crossing drive aisles in the final design. Drop beams over drive aisles providing access to handicapped spaces are prohibited. 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 approximately 24 total parking spaces, of which three are City Spaces and 21 are Developer Spaces. There are approximately six (6) non-tandem spaces, and approximately 18 tandem spaces, which shall be allocated to the Developer. The structure 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. Subject to Section 17.320.35(C) of the Culver City Municipal Code and other applicable laws and codes, 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; and all stalls adjacent to any obstructions (columns, walls…) shall be minimum 9'-0" wide if single or 9'-4" wide if tandem.
2. Intentionally omitted.
3. Minimum drive aisle widths for 90 degree angle of park to be 24'-0".
4. Minimum 15' auto turn radius shall be provided at the top and bottom of ramps to ensure the proper ease of movement for vehicles, or as otherwise required by the applicable laws and codes. All columns located in between parking rows shall be located with a minimum setback from the face of the column to the edge of the drive aisle, compliant with the Culver City Municipal Code.
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 the greater of a 15% slope or what is allowed by Section 17.320.35(E) of the Culver City Municipal Code and other applicable laws and codes. Transition ramps shall not exceed a maximum of 8% slope, except, where within 20' of the ramp exit, the transition shall not exceed 3%. 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. The garage deck and ramps shall be finished with a swirl finish to minimize noise to surrounding areas.

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. The floor slope towards the drain shall be 1% minimum to insure positive drainage. Minimum floor slopes must consider any camber in the floor system to insure positive drainage.

The drainage shall comply with the Storm Water Development requirements in the Storm Water Management and Discharge Control Ordinance, the City's SUSMP, and the City's grading and drainage regulation and implementing documents.

G. Deck Surfacing:

The garage deck and ramps shall be finished with a swirl finish to minimize noise to surrounding areas.

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 laws and 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. 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 by the architect 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.

1. Elevator Finishes—Doors and frames shall be brushed stainless steel. Interior cab finishes shall be stainless steel, with non-slip flooring to be approved 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 three (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 approved by the City. As part of CCTV system, provide connection for the video signal from cameras to a Security and/or Parking Control Office

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

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

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 and be subject to the approval of the City.

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 1 entry lane and 2 dedicated exit lanes.

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.

The garage shall include City-approved public parking signs and LED signage denoting parking spaces available as part of the Parking Control System.

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:
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 galvannealed furniture steel with 18 gage minimum face sheets and shall be used for all rooms and where required by applicable Building Code. Frames shall be welded type steel frames, fabricated of cold-rolled galvannealed furniture steel; 16 gage steel for 3'-0" openings, 14 gage over 3'-0".

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.

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 by the architect from a full range of colors approved 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.

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) and as approved by the City.

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 ¼" ridges, on parking floors. Provide sample panel for the City's approval.

C. Concrete Walls:
Walls shall have all fins and projections removed and voids filled. Walls shall receive an architectural "sack finish" and be painted. Exterior corners are to be chamfered. Horizontal form joints shall be covered by reveals. Provide reveals as required.

D. Concrete Block Walls:
All CMU walls shall be 8" x 8" x 16" standard concrete masonry units fully grouted with required reinforcing. All CMU walls shall be painted. All CMU walls in the immediate vicinity of the elevator (what would be the elevator lobby area – similar to the tiled floor landing area) shall receive an enhanced finish.

E. Vehicular Restraint:
Vehicular restraint shall be provided by cast-in-place concrete or precast concrete, 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 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.

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):

	Average Maintained
Interior driving aisles	10.0
Interior parking areas at vehicle door	5.0
Interior parking areas at front of each vehicle	1.0

Stairways, elevators, elevator lobbies	20.0
Entry / exit areas	50.0

Light distribution is important. The average maintained maximum to minimum ratio must not exceed 10:1.

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

D. Light Fixtures:
Parking area fixtures 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.

ATTACHMENT NO. 12

SUBTERRANEAN AND AIRSPACE ENCROACHMENT AGREEMENT

[See Attached]

SUBTERRANEAN AND AIRSPACE ENCROACHMENT AGREEMENT

[all terms herein first must be approved by the Director of Public Works]

THIS SUBTERRANEAN AND AIRSPACE ENCROACHMENT AGREEMENT (this "Agreement"), dated as of this _____ day of _____, 2019, is entered into by and between the CITY OF CULVER CITY, a charter city of the State of California (herein called the "City"), and 3727 Robertson, LLC, a California limited liability company (herein called the "Developer"), with reference to the facts set forth below:

RECITALS

A. The Developer is the owner of fee title to that certain real property (herein called the "Developer Parcel") located in the City of Culver City, commonly known as 3727 Robertson Boulevard and more particularly described in Exhibit "A-1" attached hereto and incorporated herein by this reference.

B. The City and the Developer entered into that certain Disposition and Development Agreement dated as of _____, 2019 (herein called the "DDA"), which is incorporated herein by this reference, and which provides for (i) the acquisition by the Developer of that certain real property adjacent to the Developer Parcel, located in the City of Culver City, commonly referred to as 3725 Robertson Boulevard and more particularly described in Exhibit "A-2" attached hereto and incorporated herein by this reference (herein called the "City Parcel"), (ii) the retention by the Developer of the Developer Parcel together with the City Parcel as one parcel of property (referred to and described in the DDA as the "Site"), and (iii) the construction and development on the Site of the Project Improvements. DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not defined herein shall have the meaning ascribed to it in the DDA.

C. Both before and after the development of the Project Improvements by the Developer on the Site, the City will retain ownership and continue to own fee title to real property adjacent to the Site on, in, under and above which certain rights of way are located (herein called the "Public Property").

D. In connection with the development of the Project Improvements by the Developer on the Site, the Developer desires to excavate a certain portion of and erect certain structures upon and within certain subterranean and airspace portions of the Public Property, in accordance with plans first approved in writing by the City, not to exceed _____ (_____) square feet of floor area of Project Improvements (herein called the "Encroachment").

E. The parties hereto now desire to enter into this Agreement in order to provide for certain rights with respect to the Encroachment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Excavation of Public Property. The Developer intends to excavate within the following dimensions _____ below the present surface area of the Public Property (herein called the "Excavation Area"), commencing approximately _____, 20____. The Developer shall construct retaining walls, shoring, underpinning and any other structures, or undertake any other measures reasonably necessary and reasonably required by the City in order to prevent loss of lateral support to the Public Property and the Site or any structures thereon. Prior to exercising any rights under this Agreement, the Developer shall provide the City with (i) a copy of the shoring and excavation plan for such work and (ii) an ALTA survey of the Encroachment Area performed by a California licensed civil engineer, and shall obtain the prior written approval of the City and all required approvals and shall pay all costs and expenses in connection with such activities, including, without limitation, payment for removal and relocation of any utilities located within the proposed Encroachment Area and full compensation or indemnification of the City for any property damage or personal injuries resulting therefrom, including, without limitation, to the repair and replacement as directed by the City of any damage to any existing City improvements located within the Public Property. The City hereby consents to such excavation and the protective measures described herein.

2. Tieback Requirements. The Developer shall have the right to use _____ [describe area] of the Public Property for the purpose of installing and maintaining approximately _____ tiebacks which are necessary to be installed in connection with the shoring system being constructed in conjunction with the construction by the Developer of the Project Improvements, subject to the prior written approval of the City. Such tiebacks shall be installed at approximately _____ (___) inches below _____ on the Public Property in accordance with plans first approved in writing by the City.

3. Right of Use. The Developer shall have the right to use that portion of the Public Property more specifically described in the attached Exhibit "B", attached hereto and made a part hereof, for the Encroachment for the purpose of constructing, installing, maintaining, and using a portion of the Project Improvements in accordance with plans first approved in writing by the City, not to exceed _____ (_____) square feet of floor area of the Project Improvements.

4. Indemnification. The Developer hereby indemnifies and agrees to defend and hold the City and its Indemnitees harmless from and against any and all costs, losses, liabilities, claims, judgments or damages resulting from bodily injury, property damage or loss of business income which may result or arise from any of the Developer's activities on, in, under, above or adjacent to the Public Property and/or the Encroachment and/or the use or exercise of any rights hereunder.

5. Miscellaneous Provisions.

(a) All of the rights and obligations and covenants, agreements and conditions contained in this Agreement shall be binding upon and shall inure to the benefit of the City and its successors and assigns, and shall be binding on the Developer and its successors and assigns.

(b) Nothing in this Agreement is intended nor shall it be construed as creating any rights in or for the benefit of the general public, and each owner of the properties affected hereby retains the right to take any action as may be reasonably necessary to avoid the accrual of any rights in the general public by easement, prescription, adverse possession, or otherwise with respect to all or any portion of the Public Property and/or the Site.

(c) In the event that any term, covenant, condition, provision, or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

(d) This Agreement is not intended to create a joint venture, partnership, or agency relationship between or among the parties hereto, nor is it intended to create joint ownership by the parties hereto of either the Public Property or the Site, nor is it intended to create or constitute a "condominium project" or other "common interest development" as defined by applicable law.

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

(f) The waiver of or failure to enforce any breach or violation of any covenant herein contained shall not be deemed to be a waiver or abandonment of such covenant, or any waiver of the right to enforce any subsequent breach or violation of such covenants.

[*Signatures Begin On Next Page*]

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date first set forth above.

"DEVELOPER"

3727 Robertson, LLC,
a California limited liability company

By: _____
Name: _____
Title: Managing Member

By: _____
Name: _____
Title: Managing Member

[Signatures Continue On Next Page]

"CITY"

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

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

EXHIBIT “A-1”

LEGAL DESCRIPTION

DEVELOPER PARCEL

3727 Robertson Boulevard, Culver City, California

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

EXHIBIT “A-2”

LEGAL DESCRIPTION

CITY PARCEL

3725 Robertson Boulevard, Culver City, California

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

EXHIBIT “B”

DESCRIPTION OF ENCROACHMENT AREA

[behind this page]