

REIMBURSEMENT AGREEMENT RELATING TO DESIGN SERVICES
FOR THE
TOWN PLAZA EXPANSION IMPROVEMENTS

(City Contract No. _____)

THIS REIMBURSEMENT AGREEMENT RELATING TO DESIGN SERVICES FOR THE TOWN PLAZA EXPANSION IMPROVEMENTS ("Agreement") is made and entered into this ____ day of _____, _____, by and between the CITY OF CULVER CITY, a charter city of the State of California ("City"), and COMBINED/HUDSON 9300 CULVER LLC, a Delaware limited liability company ("Developer"), with regard to the following: The City and Developer are also referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. On January 31, 2012, the City and Developer entered into that certain Disposition and Development Agreement (9300 Culver Boulevard), as subsequently amended by eleven (11) letter agreements (collectively, the "DDA"). The DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto and other documents expressly incorporated by reference in the DDA. The DDA is incorporated by this reference into this Agreement. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA.

B. Pursuant to and in accordance with the terms of the DDA, the City has agreed to convey title to certain real property (defined in the DDA as the "Developer Parcel") by sale to Developer, and Developer has agreed to develop and construct on the Developer Parcel a four level high quality office and retail complex with an Elevated Plaza and "Grand Stairs", providing approximately 115,108 square feet of gross building area containing a minimum of 32,654 square feet dedicated to retail and restaurant uses and containing a minimum of 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean parking as provided for in the DDA (defined collectively in the DDA as the "Parcel B Improvements"), as more fully set forth in the DDA. In addition, as required by and in accordance with the DDA, Developer has agreed, in conjunction with the development of the Parcel B Improvements, to cause the development and construction of certain subterranean public parking improvements as provided for in the DDA (defined in the DDA as the "Public Parking Improvements") on, in primary part, certain real property owned by the City (defined in the DDA as the "City Parcel") and, in part, on the Developer Parcel, and to cause the development and construction on the City Parcel of certain public improvements relating to the expansion of the Town Plaza Project (defined in the DDA as the "Town Plaza Expansion Improvements"), as more fully set forth in the DDA. The private parking improvements to be constructed as part of the Parcel B Improvements and the Public Parking Improvements are collectively defined herein as the integrated "Parking Improvements".

The Developer Parcel and the City Parcel are collectively defined in the DDA as the "Site".

C. In furtherance of the terms of the DDA in connection with Developer's development and construction of the Town Plaza Expansion Improvements on the City Parcel, the City and Developer desire to enter into this Agreement for Developer's retention of a skilled and competent consultant to prepare the necessary design work and perform the necessary construction observation services for the proposed Town Plaza Expansion Improvements and for the City's reimbursement of costs incurred by Developer for such design work and construction observation services as detailed in this Agreement.

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

Section 1. RETENTION OF CONSULTANT; DEVELOPER SUPERVISION.

A. Developer shall retain the services of SWA Group, a California corporation or other licensed, skilled and competent landscape architectural design consultant in place thereof that is acceptable to the City prior to Developer's retention of same (collectively, "Consultant"), to prepare and complete the planning and design work and perform the construction observation services for the proposed Town Plaza Expansion Improvements on the City Parcel portion of the Site generally identified in the Site Plan attached hereto as Exhibit "A" and incorporated by this reference into this Agreement.

B. Developer shall exercise good faith and reasonable efforts to manage and supervise the performance of the Services (as defined below) by Consultant in accordance with the terms of a Consultant Contract entered into by and between Developer and Consultant ("Consultant Contract") for the provision of the Services. If Developer or its employees becomes aware or has actual knowledge of any uncured material default or breach by Consultant in the performance of its obligations and responsibilities under the Consultant Contract relating to the Developer Services (defined below) or any uncured material or nonmaterial default or breach by Consultant in the performance of its obligations and responsibilities under the Consultant Contract relating to the City Services (defined below), Developer shall notify the City of such default or breach and, if necessary to protect the rights of Developer and/or City under the Consultant Contract, shall exercise its remedies under the Consultant Contract up to and including termination of the Consultant Contract, whereupon Developer will cause completion of Services with a replacement Consultant that is reasonably acceptable to the City prior to Developer's retention thereof. Developer shall periodically consult with the City on the progress of the planning and design work being performed by Consultant including, without limitation, at all design submission review points specified in the DDA and the Schedule of Performance attached to the DDA as Attachment No. 4, as the DDA and Schedule of Performance are amended and may be amended according to their terms. Developer shall deliver to the City copies of any notice and correspondence to or from Consultant with respect to the Services that has a material impact upon the

design or development of the Town Plaza Expansion Improvements and/or indicates an error or potential error in any resulting Services or plans.

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

Section 2. SCOPE OF SERVICES.

A. The Services to be performed by Consultant shall include the planning and design work for the proposed Town Plaza Expansion Improvements including, without limitation, all tasks, obligations, and services for schematic design, design development, and construction documents, and construction observation services (collectively, "City Services"), and similar design and development work for the adjacent plaza and common area improvements located on the Developer Parcel and streetscape improvements in the Culver Boulevard and Ince Boulevard rights-of-ways fronting the Developer Parcel ("Developer Services"). City Services and Developer Services are collectively referred to herein as the "Services". The Services will be provided by Consultant pursuant to the Consultant Contract. The City Services shall include the following four (4) Phases: (1) Schematic Design, (2) Design Development, (3) Construction Documentation (including bidding and negotiations), and (4) Construction Observation, as more fully described in the Scope of Services for the "Town Plaza" set forth in Exhibit "A" attached to the Consultant Contract dated _____, 2015. The Consultant Contract shall either include in its written terms or incorporate by reference as an attached rider the City-required provisions substantially in the form as set forth in Exhibit "B" attached hereto and incorporated by this reference into this Agreement ("Rider"), with only such modifications therein as have been reasonably approved by the City.

B. Developer shall require that the scope of City Services provided by Consultant to prepare and complete the planning and design work for the proposed Town Plaza Expansion Improvements shall be sufficiently complete (together with the other consultant services acknowledged in a separate reimbursement agreement between the Parties titled "Reimbursement Agreement Relating to Design Services for the Parcel B Improvements and Public Improvements" dated on or about the date of this Agreement) so as to allow Developer to commence and satisfactorily complete the development and construction of the Town Plaza Expansion Improvements in accordance with the contemplation of the DDA and plans that were approved by the City for an amount that does not exceed a projected maximum construction budget of \$ _____ or such greater amount as the City, in its sole discretion, may elect to

approve from the available contingency budgeted and approved by the City for the Town Plaza Expansion Improvements.

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

D. The City shall be an express third party beneficiary of the Consultant Contract between Developer and Consultant, including without limitation a third party beneficiary of all guarantees, warranties, remedies, indemnifications, and defend and hold harmless provisions accruing to Developer thereunder. Developer shall be obligated to provide evidence to the City that the Consultant Contract contains adequate and appropriate express third party beneficiary language in form and content acceptable to the City Attorney, which may be evidenced by incorporation into or attachment to the Consultant Contract of all terms of the Rider set forth in Exhibit "B" attached hereto.

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

F. To the extent the City Services performed under this Agreement are attributable to Culver Boulevard Access Improvements, or the impact thereof, as that term is defined in that certain Reimbursement Agreement Relating to Design Services for the Parcel B Improvements and Public Improvements entered into by and between City and Developer of even date herewith (the "Public Improvements Reimbursement Agreement") then the funding and reimbursement provisions of the Public Improvements Reimbursement Agreement relating to the Culver Boulevard Access Improvements shall be applicable. Such portion of the City Services attributable to the Culver Boulevard Access Improvements is sometimes referred to in this Agreement as the "Culver Boulevard Access Improvements Services", and all other City Services are sometimes referred to in this Agreement as the "Original Town Plaza Expansion Improvement Services."

Section 3. TERM OF AGREEMENT.

The term of this Agreement shall be from the Effective Date pursuant to Section 34 of this Agreement and shall end upon satisfactory completion of the City Services, as reasonably determined by the City's Community Development Director, unless sooner terminated in accordance with Section 25 of this Agreement.

Section 4. PAYMENT FOR CITY SERVICES.

A. The City shall reimburse Developer for City Services that have not yet been reimbursed or paid for by the City, and performed by Consultant pursuant to the Consultant Contract and in accordance with the City-approved Scope of Services and Fees for the "Town Plaza" set forth in Exhibit "A" attached to the Consultant Contract dated _____, 2015 ("Consultant Scope"), including the Original Town Plaza Expansion Improvement Services and the Culver Boulevard Access Improvements Services. Such City Services shall reflect the logical evolution of any previous City-approved plans as of the date of such work (i.e., logical evolution of Schematic Design to Design Development plans, logical evolution of Design Development plans to Construction Documents, etc.), including without limitation the Concept Drawings for the Culver Boulevard Access Improvements approved on December 14, 2015 by the City Council of the City, and up to the amounts and in the manner more fully set forth in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated by this reference into this Agreement. The compensation shall be paid at the time and manner set forth in said Exhibit "C", subject to the base maximum caps and, to the extent authorized and approved by the City's Community Development Director, contingency amounts as set forth in said Exhibit "C".

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

C. Consistent with Section 411 of the DDA, Developer shall remove or have removed any levy or attachment made on any of the Site or any part thereof, or assure the satisfaction thereof within a reasonable time to the extent arising from Developer's direct or indirect actions, including the performance of the Services. Nothing herein shall be deemed to prohibit Developer from contesting the validity or amount of any levy or attachment nor to limit the remedies available to Developer or the City with respect thereto.

Section 5. TIME FOR PERFORMANCE.

Prior to commencement of any reimbursement payments to Developer under this Agreement with respect to City Services performed by Consultant under the Consultant Contract, Developer shall cause Consultant to furnish Consultant's proof of insurance to the City providing coverage for all City Services described herein and in accordance

with the "Insurance Requirements" attached hereto as Exhibit "D" and incorporated by this reference into this Agreement.

Section 6. DESIGNATED REPRESENTATIVE(S).

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

B. The Community Development Director of the City shall be the designated City Representative, and shall be responsible for performance, negotiations, contractual matters, and coordination with Developer and Consultant, as necessary, on behalf of the City of the subject matters of this Agreement. The scope of the Community Development Director's authority to act on behalf of the City is as set forth in Section 815 of the DDA. In accordance with said scope and Section 815 of the DDA, the Community Development Director shall have the administrative authority to issue interpretations, waive provisions, and enter into amendments of this Agreement (including the attached exhibits) so long as such actions do not substantially change the uses or development permitted for the Project (as defined in the DDA), or materially add to the costs of the City as specified in this Agreement or as agreed to by the City Council. Without limitation of the foregoing, the Community Development Director is expressly authorized to, and is hereby delegated the administrative authority to authorize, the City's use of contingency funds budgeted and allocated by the City to pay for the Original Town Plaza Expansion Improvement Services and the Culver Boulevard Access Improvements Services to reimburse Developer for any prior City-approved cost and expense overruns incurred under the Consultant Agreement that are outside of the basic fixed fee services described in the Consultant Scope and which are attributable to additional City Services with respect to the Original Town Plaza Expansion Improvement Services and/or the Culver Boulevard Access Improvements Services as set forth in Exhibit "C" attached hereto; provided however that the contingency amounts for the Original Town Plaza Expansion Improvement Services and the Culver Boulevard Access Improvements Services shall not be commingled and shall only be used for their own respectively earmarked services. Any such additional contingency reimbursement to Developer shall not be subject to the reimbursement maximum cap amount set forth in Exhibit "C" (e.g. \$74,030 as to the Original Town Plaza Expansion Improvement Services), but such additional reimbursements shall not, in any event, exceed the amount of available contingency funds budgeted and allocated by the City for each of the Original Town Plaza Expansion Improvement Services and the Culver Boulevard Access Improvements Services without further authorization from the City Council.

Section 7. INDEMNIFICATION.

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

B. Developer's obligation to indemnify, defend and hold harmless the Indemnified Parties as set forth herein supplements and in no way limits, and is in no way limited by, the scope of indemnifications set out elsewhere in this Agreement or the City's rights to or contractor/consultant obligations for indemnification to the City provided by the Rider attached hereto as Exhibit "B".

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

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

E. The City shall promptly notify the Developer of any claim asserted against the Indemnified Parties and within the scope of this Section (a "Claim"). The Indemnified Parties shall tender their defense to the Developer, and assist the Developer, as may be reasonably requested, in such defense. In the event of Claims against multiple parties, the Developer shall provide a joint defense with respect to any such Claims, including, if applicable, defense of the Developer, and shall, without cost to the Indemnified Parties, defend, indemnify and hold the Indemnified Parties harmless with respect to such joint Claim. Upon Developer's failure to defend, indemnify and hold the Indemnified Parties harmless from such Claims as required above, the Indemnified Parties subject to such Claim may employ their own defense counsel at Developer's cost. Upon such notification and tender, Developer shall have independent duties to

defend (at its cost) such Claim, and to indemnify the Indemnified Parties with respect to such Claim, except to the extent that such injury, death or damage is determined by a court of competent jurisdiction to have been caused by the active negligence or willful misconduct of the Indemnified Parties. Payment of a Claim shall not be a condition precedent to an Indemnified Party's right to defense and indemnity.

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

G. For purposes of this Section:

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

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

Section 8. INSURANCE.

A. Without limiting the obligations described in Section 7 of this Agreement, Developer shall require that Consultant procures and maintains, at no cost and expense to the City, insurance coverage for all City Services described herein and as required by the "Insurance Requirements" set forth in Exhibit "D" attached hereto.

B. Without limiting the obligations described in Section 7 of this Agreement, Developer shall procure and maintain, at no cost and expense to the City, insurance coverages in types, amounts, and form as required by the DDA and consistent with the

sample Certificate of Liability Insurance attached hereto as Exhibit "E" and incorporated by this reference into this Agreement, with respect to Developer's performance of its obligations set forth in this Agreement, effective prior to or as of the Effective Date of this Agreement.

Section 9. DEFECTS IN SERVICES OR WORK.

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

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

Section 10. INDEPENDENT CONTRACTING STATUS.

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

Section 11. DISCLAIMER OF RESPONSIBILITY OF CITY.

Except as expressly provided in this Agreement, by execution of this Agreement, the City neither undertakes nor assumes nor will have any responsibility or duty to Developer or to Consultant or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or Consultant or any third party of any matter in connection with the design, development or construction of the Town Plaza Expansion

Improvements, whether regarding the quality, adequacy or suitability of the plans, whether or not approved by the City, any labor, service, equipment or material furnished to the City Parcel or for the Town Plaza Expansion Improvements in connection with or in furtherance of the Services, any person furnishing the same, or otherwise. Developer and Consultant and all third parties shall rely upon their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer or to Consultant or to any third party by the City in connection with such matter is for the public purpose of redeveloping the Site, and neither Developer or Consultant nor any third party is entitled to rely thereon. The City shall not be responsible for the manner of performance of the Services or the resulting work concerning the design of the City Parcel or any part of the Town Plaza Expansion Improvements.

Section 12. CITY APPROPRIATION OF FUNDS.

Payment due and payable to Developer in accordance with this Agreement and the Schedule of Compensation set forth in Exhibit "C" attached hereto as reimbursement for City Services described in the Consultant Scope performed and provided by Consultant is within the City's current budget and within an available, unexhausted and unencumbered appropriation of the City. However, any funds needed to make payments for any additional City Services beyond the Consultant Scope to be performed under this Agreement and in excess of the maximum cap amount set forth in Exhibit "C" would first need to be budgeted and appropriated by the City, or otherwise authorized by the City from available contingency funds budgeted and allocated by the City to pay for the Original Town Plaza Expansion Improvement Services and the Culver Boulevard Access Improvements Services, before any such additional City Services may be reimbursed by the City; otherwise, this Agreement shall cover only those costs and expenses incurred up to the maximum cap amount set forth in Exhibit "C" and the City shall not be liable or responsible for any additional costs and expenses related to the City Services. The City acknowledges that Consultant shall have no obligation to continue with additional work on any City Services beyond the Consultant Scope if any request for such additional City Services will require funding by the City and if the City has not budgeted or appropriated the required funds and provided Developer with the City's confirmation of authority for the same.

Section 13. ASSIGNMENT.

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

Section 14. RECORDS AND INSPECTIONS.

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

Section 15. OWNERSHIP OF WORK PRODUCT.

A. In addition to the City's ownership of work product of Consultant prepared and gathered in Consultant's performance of the City Services as described in the Rider attached hereto as Exhibit "B", to the extent applicable work product has been paid for by the City in accordance with this Agreement, the City shall be the owner of any and all computations, plans, drawings, studies, and/or other pertinent data, documents and computer media, including disks and other materials gathered or prepared by Developer or caused to be gathered or prepared by Consultant in Consultant's performance of such City Services for the Town Plaza Expansion Improvements. Such work product, including without limitation the originals thereof and copyright and intellectual property rights, shall be transmitted or caused to be transmitted to the City by Developer within ten (10) calendar days after a written request therefor is made by the City, at no further cost to the City, and without cost, expense or obligation to Developer or any third party (including Consultant), whether the Town Plaza Expansion Improvements are developed or not, and whether or not this Agreement is terminated for any reason. Except for originals thereof, all such written documents shall be provided to the City in digital and in hard copy form. The City hereby grants to the Developer a license to use and copy such documents for the purpose of performing the services required under this Agreement and the performance of the obligations in the DDA.

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

C. Nothing in this Section or in the Rider attached hereto as Exhibit "B" shall (or shall be deemed or considered to) limit, waive, reduce or impact in any way the obligations of the Developer or the rights of the City under the DDA as implemented by this Agreement with respect to the City's use and ownership of all plans, drawings, studies and related documents concerning the "Project" (as defined in the DDA), including without limitation the City's rights under the Assignment of Plans, Reports and Data to be executed at the Close of Escrow for the sale of the Developer Parcel, in accordance with and as provided in Section 807 of the DDA.

Section 16. THIRD PARTY BENEFICIARIES.

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

Section 17. NOTICES.

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

B. Notices shall be addressed as follows:

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

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

Copy to: Kane, Ballmer & Berkman, Special Counsel
Attn: Kendall D. Levan, Esq.
515 S. Figueroa Street; Suite 780
Los Angeles, California 90071

To Developer: Combined/Hudson 9300 Culver, LLC
c/o Combined Properties, Incorporated
Attn: Marianne Lowenthal,
Executive Vice President, Development & Acquisitions
9320 Wilshire Boulevard; Suite 310
Beverly Hills, California 90212

Copy to: General Counsel
Combined Properties, Incorporated
1025 Thomas Jefferson Street NW; Suite 700 East
Washington, DC 20007-5201

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

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

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

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

Section 18. TAXPAYER IDENTIFICATION NUMBER.

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

Section 19. PERMITS AND LICENSES.

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

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

Developer shall, and shall require Consultant to, perform all of its work in accordance with all applicable laws, codes, regulations and requirements required by all authorities having jurisdiction over such work including, without limitation, (i) compliance with prevailing wage requirements as specified in the California Labor Code, Section 1720, et seq., including without limitation applicable requirements of Senate Bill No. 854 signed into law on June 20, 2014, (ii) compliance with all City requirements, rules and

regulations concerning the Town Plaza Expansion Improvements, including any such requirements, rules or regulations relating to improving public property, and designing and constructing public spaces and public plazas, (iii) compliance with all applicable governmental requirements, rules and regulations relating to water consumption and stormwater and waste water retention and discharge, and (iv) compliance with the applicable provisions of the DDA.

Section 21. RIGHT TO UTILIZE OTHERS.

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

Section 22. MODIFICATION OF AGREEMENT.

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

Section 23. WAIVER.

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

Section 24. COVENANTS AND CONDITIONS.

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

Section 25. EFFECT OF TERMINATION.

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

executed by the Parties pursuant thereto, which shall remain applicable in accordance with their terms.

Section 26. GOVERNING LAW.

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

Section 27. LITIGATION FEES.

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

Section 28. INTEGRATED AGREEMENT.

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

Section 29. NONLIABILITY OF OFFICIALS AND EMPLOYEES.

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

Section 30. CONTINUING RIGHTS AND OBLIGATIONS OF THE PARTIES.

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

Section 31. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Section 32. NONDISCRIMINATION IN EMPLOYMENTS.

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

[This Portion of the Page is Intentionally Left Blank]

Section 33. EFFECTIVE DATE.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

"DEVELOPER"

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

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

Dated: _____

By: _____
Name: _____
Its: _____

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

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

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

Dated: _____

By: _____
Name: _____
Title: _____

[Signatures Continue on Following Page]

"CITY"

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

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

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Martin Cole
City Clerk

APPROVED AS TO FORM:

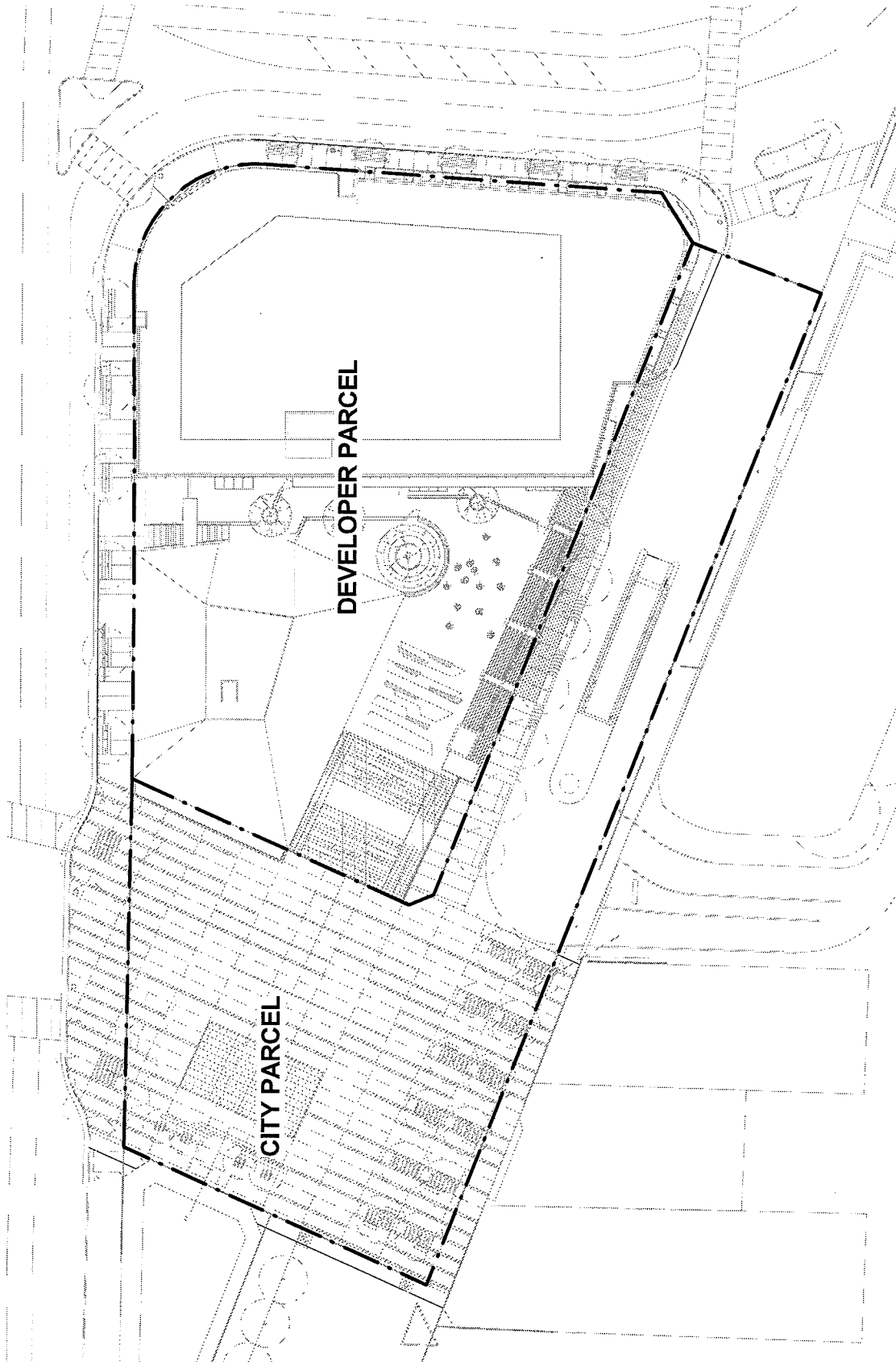
By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

Exhibit "A"

SITE PLAN

[behind this page]



1 PARCEL PLAN
1" = 40'-0"

Combined Properties / Hudson Development/ Ehrlich Architects	PROJECT NAME: PARCEL B	SHEET NAME: PARCEL PLAN	00	DATE / TIME STAMP: 6/16/2016 11:05:40 PM
--	---------------------------	----------------------------	----	---

Exhibit "B"

CITY REQUIRED PROVISIONS

(For Consultant Contract)

[behind this page]

EXHIBIT B**TO****REIMBURSEMENT AGREEMENT**

(Applicable to SWA Group, Inc.'s Services on Town Plaza Expansion Improvements)

**CITY CONTRACT REQUIREMENTS
RIDER TO CONTRACT**

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

RIDER TO CONTRACT

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

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

and Architect shall rely and act upon such directions and approvals from Owner in accordance with the provisions of the Agreement.

2. Without limitation of Rider 1 above, Architect specifically acknowledges that, with respect to the City Services, the City shall be an express third party beneficiary of the indemnities by Architect set forth in Sections 9.20 and 9.31 of the Agreement. Architect further acknowledges and agrees that the Architect's indemnity obligations under those provisions are not limited by the insurance coverages Architect is required to maintain and if, for any reason such insurance coverages are insufficient to cover all obligations under those indemnity provisions, Architect shall nevertheless remain responsible to perform those indemnity obligations in full. Architect further acknowledges and agrees that the Architect's indemnity obligations under those provisions shall survive termination of the Agreement.

3. The City shall also be named as an additional insured in an endorsement to the insurance policies required by Section 9.18 and Exhibit C of the Agreement. Architect shall furnish the City with evidence that such insurance has been obtained upon execution of this Rider by Architect, Owner and City.

4. In accordance with Section 9.22 of the Agreement, Architect acknowledges that it is acting as an independent contractor in performing its obligations under the Agreement and that, without limitation of said Section 9.22, Architect shall in no event be considered an agent or employee of the City, and in no event shall Architect or any of its employees have any right to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits the City provides for its employees. Architect shall be responsible to pay and hold the City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of any obligations, services or other matters performed by Architect or its agents or employees pursuant to the Agreement.

5. The City neither undertakes nor assumes nor will it have any responsibility or duty to Architect or to any employee or agent of Architect to review, inspect, supervise, pass judgment upon or inform Architect or any such third party of any matter in connection with the design, development or construction of the Project improvements, whether regarding the quality, adequacy or suitability of the plans, whether or not approved by the City, any labor, service, equipment or material furnished in connection with the City Services or the Project, any person furnishing the same, or other like matters. Architect and all employees and agents of Architect shall rely upon their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Architect or to any such third party by the City in connection with such matters is for the public purpose of redeveloping the site, and neither Architect nor any third party is entitled to rely thereon. Nothing contained in this Rider shall abrogate, supersede, or nullify any right the Owner has to approve design documents produced by the Architect as set forth in the Agreement.

6. Any notices to the City pursuant to this Agreement shall be delivered to the City in the manner provided in Section 9.10 of the Agreement as the address set forth below:

To City: City of Culver City
Attn: Sol Blumenfeld, Community Developer Director

9770 Culver Boulevard
Culver City, CA 90232-0507

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

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

7. As provided in Section 9.5 of the Agreement, for the benefit of the City as well as Owner, the Architect shall comply with all applicable laws, ordinances, rules, regulations and requirements governing the Project, including, without limitation, current California state laws regarding water consumption and stormwater and waste water retention and discharge. Architect shall also, at its expense, procure and maintain all permits, licenses and certificates which may be required at any time in connection with the performance of any work or services performed by or through Architect pursuant to the Agreement, including, without limitation, a Culver City business tax certificate. Without limitation of the foregoing, Architect specifically acknowledges and agrees that it shall be responsible for complying with all prevailing wage requirements applicable to the Architect's services under California Labor Code Section 1720 et. seq., including any work performed by employees, agents or consultants of Architect pursuant to the Agreement, and including without limitation complying with applicable requirements of California Senate Bill No. 854 signed into law on June 20, 2014.

8. Consistent with Section 9.15 of the Agreement, to the extent that applicable City Services have been paid for under the Agreement, Architect specifically acknowledges and agrees that the City shall be the owner of any and all computations, plans, drawings, studies, and/or other pertinent data, documents and computer media, including disks and other materials gathered or prepared by Architect or caused to be gathered or prepared in Architect's performance of the City Services under the Agreement. Such work product, including without limitation the originals thereof and copyright and intellectual property rights, shall be transmitted or caused to be transmitted to the City by Architect within ten (10) calendar days after a written request therefor is made by the City, at no further cost to the City, and without cost, expense or obligation to Architect, Owner or any third party, whether the Town Plaza Expansion Improvements or the Project are developed or not, and whether or not the Agreement is terminated for any reason. Except for originals thereof, all such written documents shall be provided to City in digital and in hard copy form. The City shall be the owner of all design or other work product produced by any third party consultant whose services are retained by Architect for the Town Plaza Expansion Improvements, and Architect shall deliver such work product to the City within the time frame described in this Rider 8 when the City provides Architect a written request for such work product. All written documents that are intended for public review shall be provided to the City by Architect in a format suitable for posting on the internet. Architect shall be deemed to have irrevocably assigned to the City in perpetuity with no reserved or retained rights in any other persons or entities, all copyrights to such work product. The City hereby grants to Architect a license, revocable at will of the City, to use and copy such documents during

the term of the Agreement for the sole purpose of performing the City Services required under the Agreement. Upon delivery of the work product to the City pursuant to this Rider 8, the City shall have the right to use such materials as it deems necessary and appropriate without obligation or additional cost or expense to Architect or Owner. Any reuse of such drawings, specifications, and other documents by the City for a purpose other than the Town Plaza Expansion Improvements without the written agreement of the Architect shall be at the City's risk and expense, and without any liability or exposure to the Architect; and the City shall indemnify and hold harmless the Architect from any and all third party claims, damages, losses, and expenses arising out of or resulting therefrom.

9. In maintaining its records of Basic Services, Additional Services and Reimbursable Expenses, Architect shall maintain sufficiently detailed records of the work performed that the calculation of the costs and expenses attributable to the portion of the Architect's services performed for the City Services can be separately identified and distinguished from the remaining scope of work performed by Architect pursuant to the Agreement.

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

11. In connection with performance and implementation of the Agreement, Architect agrees that there shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises. Without limitation of the foregoing, Architect further certifies and agrees that all persons employed or applying for employment by it and all of its subcontractors, sub-consultants, bidders and vendors, are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, sexual orientation, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability, and in compliance with Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et seq., the Federal Equal Pay Act of 1963, 29 U.S.C. Section 206(d), the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 621, et seq., the Immigration Reform and Control Act of 1986, 8 U.S.C. Section 1324b, et seq., 42 U.S.C. Section 1981, the California Fair Employment and Housing Act, Cal. Government Code Section 12900, et seq., the California Equal Pay Law, Cal. Labor Code Section 1197.5, Cal. Government Code Section 11135, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., and all other antidiscrimination laws and regulations of the United States and the State of California as they now exist or may hereafter be amended. Architect shall allow representatives of the Owner and City access to its employment records related to this

Agreement during regular business hours to verify compliance with these provisions when so requested by the Owner or City.

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

[THIS PORTION OF THE PAGE IS INTENTIONALLY LEFT BLANK]

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

“OWNER”

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

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

Date: _____

By: _____

Name: _____

Its: _____

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

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

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

Date: _____

By: _____

Name: _____

Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“CITY”

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

Dated: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Martin R. Cole, City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“ARCHITECT”

SWA GROUP, INC.,
a California corporation
**see notes below*

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

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

Exhibit "C"

SCHEDULE OF COMPENSATION

[behind this page]

SCHEDULE OF COMPENSATION

1. METHOD OF PAYMENT. Payment to Developer pursuant to the terms of this Agreement as reimbursement for City Services performed by Consultant in accordance with the Consultant Scope, and not yet reimbursed or paid for by the City, including meetings with City staff, shall be made on the basis of the monthly billings consistent with the Consultant Contract, plus actual out-of-pocket costs incurred in performing the work, subject to the maximum compensation by the City provided for in Section 4 below. With regard to the above, the City Services performed by the Consultant in accordance with the Consultant Scope for which the City is agreeing to reimburse Developer the City's share of costs resulting therefrom in accordance with this Exhibit "C" shall reflect the logical evolution of any previous City-approved plans as of the date of such work (i.e., logical evolution of Schematic Design to Design Development plans, logical evolution of Design Development plans to Construction Documents).
2. BILLING. At the end of each calendar month in which Developer incurs costs and expenses for City Services performed by Consultant pursuant to the Consultant Contract and in accordance with the Consultant Scope which reflect the logical evolution of any previous City-approved plans as of the date of such work (i.e., logical evolution of Schematic Design to Design Development plans, logical evolution of Design Development plans to Construction Documents), and prior to the 10th day of the following month, Developer shall submit an invoice to the City at the following address:

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

The invoice submitted pursuant to this paragraph shall show the City Agreement Number, hours worked by each person who performed services during the billing period and the hourly rate of pay for each person who performed services if the billing is for additional services being billed on an hourly basis, the dates on which the services were performed, a description of the services performed including the estimated percentage of the applicable Phase of work then completed of the City Services (e.g. (1) Schematic Design Phase, (2) Design Development Phase, (3) Construction Documentation Phase (which includes bidding and negotiations), and (4) Construction Observation Phase), actual out-of-pocket expenses incurred in the performance of the City Services, and such other information as the City may reasonably require. In connection with submission of each invoice, Developer shall separately identify to the City to the extent possible the invoice items which involve the Original Town Plaza Expansion Improvement Services and those which involve the Culver Boulevard Access Improvements Services. With respect to all requests for reimbursements for which payment has already been made by

Developer to Consultant but not yet reimbursed by the City, Developer shall also submit to the City a certification of the date and amount of such payment made to Consultant. Developer agrees that it will not submit to the City a request for reimbursement for any Consultant City Services that have already been paid to Developer or are payable to Developer under any agreement entered into between City and Developer prior to the Effective Date of this Agreement, and that Developer's requests for reimbursement of costs under this Agreement will be made solely for Consultant City Services that are not already otherwise reimbursable to Developer or have not already otherwise been reimbursed to Developer.

3. TIME OF PAYMENT. Payment to Developer shall be made within thirty (30) calendar days after submittal of Developer's invoice and approval by City, in accordance with City's normal demand procedure. If the City objects to any invoice or portion thereof, the City and Developer agree to meet and confer as soon as possible to discuss and attempt to resolve in good faith any such objection of the City.
4. MAXIMUM COMPENSATION. Notwithstanding the foregoing, the total amount of the City's reimbursement of expenses and costs to Developer for the Original Town Plaza Expansion Improvement Services, which amount shall include (i) the \$11,500 for Consultant City Services already reimbursed or reimbursable by the City pursuant to the Reimbursement Agreement for Costs to Date entered into by and between the Parties on July 13, 2015, and (ii) those City Services contemplated in this Agreement, shall not exceed the total amount of SEVENTY-FOUR THOUSAND THIRTY DOLLARS (\$74,030), which amount includes all out-of-pocket expenses, unless any increase therein is authorized by written change order approved in writing by the City or other authorization is executed by the City for additional City Services and additional funds are budgeted and appropriated by the City to pay for said work.

Notwithstanding the foregoing, the total amount of the City's reimbursement of expenses and costs to Developer for the Culver Boulevard Access Improvements Services shall not exceed the total amount of _____ (\$_____), which amount includes all out-of-pocket expenses, unless any increase therein is authorized by written change order approved in writing by the City or other authorization is executed by the City for additional City Services and additional funds are budgeted and appropriated by the City to pay for said work.

Notwithstanding the foregoing, as set forth in Section 6 above, the foregoing reimbursement maximum cap amounts shall not apply to cost or expense overruns for City Services under the Consultant Contract that are outside of the basic fixed fee services contemplated therein and set forth in the Consultant Scope which overruns are attributable to additional Original Town Plaza Expansion Improvement Services and/or Culver Boulevard Access Improvements Services only and that are approved in writing and authorized by the Community

Development Director for reimbursement from available contingency funds budgeted and allocated by the City for the payment of the Original Town Plaza Expansion Improvement Services and the Culver Boulevard Access Improvements Services, respectively. The amount of available authorized contingency for any such cost or expense overrun for the Original Town Plaza Expansion Improvement Services which is subject to such City administrative approval is the amount of Zero Dollars (\$0.00). The amount of available authorized contingency for any such cost or expense overrun for the Culver Boulevard Access Improvements Services which is subject to such City administrative approval is the amount of Zero Dollars (\$0.00).

Exhibit "D"

INSURANCE REQUIREMENTS

(For Consultant)

[behind this page]

EXHIBIT D
TO
REIMBURSEMENT AGREEMENT (SWA)

EXHIBIT C TO SWA ARCHITECT-OWNER AGREEMENT
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

designees and lenders, as Additional Insureds pursuant to the Additional Insured Endorsement on either ISO form CG 2010 11 85, or the combination of forms CG 2010 10 93 and CG 2037 10 01.

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

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

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

1.5 Term of Insurance. The insurance to be obtained hereunder shall remain in effect for a period of three (3) years from the date of final acceptance of the Project or services by the Owner. Architect shall have the right to change insurance carriers only if such change is without prejudice to any claim (asserted or unasserted) of Owner, City of Culver City, or Successor Agency to the Culver City Redevelopment Agency, and this is confirmed in writing to the Owner and the City of Culver City by the new insurance carrier, whether asserted or unasserted, and Architect shall deliver a certified copy of such proposed replacement insurance certificate to Owner and the City of Culver City at least thirty (30) days prior to the expiration date of Architect's insurance policy then in effect. If the terms of coverage (other than limits as set forth above) of such policies are reasonably unacceptable to the Owner, Architect shall at Owner's request and expense revise its coverage or obtain additional coverage, as the Owner may deem appropriate.

1.6 Waiver of Subrogation.

1.6.1 Owner and Architect hereby waive rights of subrogation against each other and each other's employees, agents, affiliates, consultants and contractors to the extent such claims are covered by builder's risk insurance provided under this Agreement by either party. Such waivers shall be endorsed on to the builder's risk policy carried by either party.

1.6.2 All insurance listed in this exhibit, above, shall include an endorsement providing a waiver of subrogation stating that the insurer waives its rights of subrogation against the

Owner, the City of Culver City, and the Successor Agency to the Culver City Redevelopment Agency.

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

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

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

Exhibit "E"

SAMPLE CERTIFICATE OF LIABILITY INSURANCE

(For Developer)

[behind this page]

TO BE UPDATED