

Any notice or demand required shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return-receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the address of the parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile if during regular business hours and if not, the next business day, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) business days after deposit in the United States mail in Los Angeles County. Agency [OR CITY] or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other party.

The parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Easement Agreement, but each alternate procedure shall be described in a writing and signed by LACMTA and Agency [OR CITY].

ARTICLE 13

MORTGAGES.

13.1 Right to Encumber. Subject to Section 13.6, below, Agency [OR CITY] and the owner(s) of the Washington National Project shall have the absolute right at any time, without consent from LACMTA, to encumber such party's interest in the Easement Area and/or this Easement Agreement in any way, including but not limited to, any mortgage or deed of trust and/or assignment or pledge of such party's interest in the Easement Area and/or this Easement Agreement, in Agency's [OR CITY'S] or the owner of the Washington National Project's sole discretion. Neither the Agency [OR CITY] nor the owner(s) of the Washington National Project shall have any right or authority to encumber LACMTA's fee interest or retained rights of LACMTA in the Easement Area.

13.2 Mortgagee's Opportunity to Cure. In addition to the other rights of mortgagees or lenders of the Washington National Project (each a "Mortgagee" or collectively the "Mortgagees") set forth in this Easement Agreement, during the continuance of any mortgage of or loan for the Washington National Project (each a "Mortgage") and until such time as the lien of any such mortgage has been extinguished and/or the loan has been repaid, any Mortgagees shall have the rights set forth below.

13.3 Payments by Mortgagees. Any Mortgagee shall have the right, but not the obligation, to pay all of the amounts due hereunder by Agency [OR CITY], to effect any insurance, to make any repairs and improvements, to do any act or thing required of the Agency [OR CITY] hereunder; and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent a default under this Easement Agreement by Agency [OR CITY]. All payments so made and all things so done and performed by a Mortgagee shall be effective to prevent a default

under this Easement Agreement as the same would have been if made, done and performed by Agency [OR CITY] instead of by the Mortgagee.

13.4 Notice to Mortgagees. At the request of a Mortgagee given in accordance with the notice provisions of this Easement Agreement, LACMTA shall mail or deliver to such Mortgagee a duplicate copy of any and all notices which LACMTA may from time to time give to or serve upon Agency [OR CITY] pursuant to the provisions of this Easement Agreement and such copy shall be mailed or delivered to each Mortgagee simultaneously with and in the same manner as the mailing or delivery of the same to Agency[OR CITY].

13.5 Limitation of Enforcement Against Mortgagee. No violation of this Easement Agreement by, or enforcement of this Easement Agreement against, Agency [OR CITY] shall defeat or render invalid, the lien and/or repayment of any Mortgage, provided that such Mortgage is and shall be subject to the terms and provisions of this Easement Agreement.

13.6 Insurance and Condemnation Proceeds. No provision of this Easement Agreement shall be construed to give either party or any other person priority over the rights of any Mortgagee with respect to the distribution of insurance proceeds or proceeds of a condemnation for property encumbered by such Mortgagee's Mortgage.

13.7 Subordination. Notwithstanding anything to the contrary in this Easement Agreement, the lien of any Mortgage shall be at all times subject and subordinate to this Easement Agreement and the REA. Notwithstanding anything to the contrary in this Easement Agreement, any lien or encumbrance on LACMTA's fee interest of record after the date of this Easement Agreement shall be at all times subject and subordinate to this Easement Agreement and the REA.

13.8 LACMTA Liens or Encumbrances. LACMTA shall not have any right or authority to encumber the Agency's [OR CITY'S] or the owner's(s') of the Washington National Project respective interest in the Easement Area in any way.

ARTICLE 14

MISCELLANEOUS

14.1 Table of Contents and Captions. The table of contents and captions of this Easement Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Easement Agreement, and they shall not affect the interpretation thereof. The term "over" with respect to an easement granted "over" a particular parcel means, as the context may require, across, in, on, over, through, to and upon, or any one or more of the foregoing.

14.2 Continuing Documents. Nothing in this Easement Agreement shall be deemed to amend or modify in any manner any documents in effect on the date of this Easement Agreement with respect to the subject matter herein or otherwise (including, without limitation, the MOU), all of which shall remain in full force and effect. This Easement Agreement supersedes all prior

oral discussions between the parties with respect to the subject matter of this Easement Agreement.

14.3 Modification. This Easement Agreement may not be modified, amended or otherwise changed in any manner, except by a prior written amendment executed by the parties, or their respective successors in interest.

14.4 Section Headings. The section headings contained in this Easement Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

14.5 Waiver. No waiver of any provision of this Easement Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any provision of this Easement Agreement shall be deemed or shall constitute a waiver of any other provision.

14.6 Construction. It is expressly understood by the parties that the language of this Easement Agreement was jointly prepared and shall therefore not be construed for or against either Party.

14.7 Easement Agreement Runs with the Land. Agency [OR CITY] and LACMTA hereby agree that the LACMTA Parcel is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the limitations, restrictions, easements, covenants and conditions set forth in this Easement Agreement and that all of the limitations, restrictions, easements, covenants and conditions set forth in this Easement Agreement shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the LACMTA Parcel and the Easement Area and each of their respective successors and assigns and shall be enforceable in accordance with applicable law, including, but not limited to, the law of contracts, easements, equitable servitudes and the provisions of Section 1468 of the California Civil Code.

14.8 Governing Law. This Easement Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its internal laws without reference to choice of law or conflict of law provisions.

14.9 Date of Easement Agreement. This Easement Agreement shall be effective on the date that is set forth in the preamble to this Easement Agreement.

14.10 Indemnification.

a. LACMTA agrees to defend, indemnify, protect, and hold the Agency [OR CITY] and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of LACMTA's use of occupancy of the Easement Area, or performance under this Easement Agreement or any agreement entered into to implement this Easement Agreement, but only in proportion to and to

the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of LACMTA, its officers, agents, or employees.

b. The Agency [OR CITY] agrees to defend, indemnify, protect, and hold LACMTA and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the Agency's [OR CITY] use or occupancy of the Easement Area, or performance under this Easement Agreement or any agreement entered into to implement this Easement Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of the Agency [OR CITY], its officers, agents, or employees.

14.11 No Partnership, Joint Venture or Principal-Agent Relationship. Nothing contained in this Easement Agreement shall be deemed or construed by the Agency [OR CITY] or LACMTA hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of joint venture, or of partnership between or among Agency [OR CITY] or LACMTA under this Easement Agreement.

14.12 Assignment. Agency [OR CITY] shall have no right to assign any of its rights or obligations under this Easement Agreement, except that Agency [OR CITY] shall have the right from time to time to assign in whole or in part any or all of its rights under this Easement Agreement to any public and/or private persons or entities as deemed by the Agency [OR CITY] to be necessary or desirable in order to implement the Redevelopment Project, provided however, such assignment shall not be effective unless and until the Agency [OR CITY] receives LACMTA's prior written approval for any private persons or entities which approval shall be provided using reasonable commercial standards, such as credit worthiness and experience in the field and which approval shall not be unreasonably conditioned, withheld, or delayed. LACMTA's consent to any such assignment shall not relieve such assignee of the obligation to obtain LACMTA's consent to each subsequent assignment, and any assignment shall be subject to the assignee assuming all of the assignor's obligations under this Easement Agreement.

14.13 Consents. Except as otherwise may be provided in this Easement Agreement, whenever Agency [OR CITY] or LACMTA is requested to consent to or approve of any matter with respect to which its consent or approval is required by this Easement Agreement, such consent or approval, if given, shall be given in writing; and (b) wherever a Party is required to obtain the consent or approval of the other party, such consent or approval shall not be unreasonably withheld and shall be given in writing within a reasonable period of time.

14.14 Counterparts. This Easement Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

14.15 Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Easement Agreement.

14.16 Exhibits. All exhibits referred to in this Easement Agreement are incorporated herein by reference.

14.17 Other Documents. Each party shall furnish to the other Party, upon request, such other documents as may be reasonably required in order to carry out the provisions of this Easement Agreement.

14.18 Estoppel Certificates. LACMTA hereby covenants that, within thirty (30) days following any written request of Agency [OR CITY], LACMTA will provide Agency [OR CITY] and/or any Mortgagee an estoppel certificate stating as of the date of such certificate whether LACMTA knows: (a) of any default under this Easement Agreement, and if there are known defaults, specifying the nature thereof; (b) whether, to LACMTA's knowledge, this Easement Agreement has been assigned, modified or amended in anyway (and if it has, then stating the nature thereof); and (c) that, to LACMTA's knowledge, this Easement Agreement is in full force and effect.

14.19 Non-Liability of Officials and Employees.

a. No member, official, agent, legal counsel or employee of Agency [OR CITY] shall be personally liable to LACMTA or any of its successors in interest in the event of any default or breach by Agency [OR CITY] or for any amount which may become due or on any obligation under the terms of this Easement Agreement.

b. No member, official, agent, legal counsel or employee of LACMTA shall be personally liable to Agency, City or the owner(s) of the Washington National Project, or any of their respective successors in interest, in the event of any default or breach by LACMTA or for any amount which may become due or on any obligation under the terms of this Easement Agreement.

14.20 Partial Invalidity. If any term or provision or portion thereof of this Easement Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term or provision or portion thereof to persons or entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Easement Agreement shall be valid and be enforced to the fullest extent permitted by law.

[remainder of page left intentionally blank]

[signatures on following pages]

75

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM:

Acting County Counsel

By: _____
Deputy

[signatures continued on following page]

76

CULVER CITY REDEVELOPMENT AGENCY

[IF CITY IS THE PARTY, CHANGE TO CITY SIGNATURE BLOCK]

By: _____ Date: _____

APPROVED AS TO FORM:

By: _____

Agency General Counsel

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 _____ (Seal)

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 _____ (Seal)

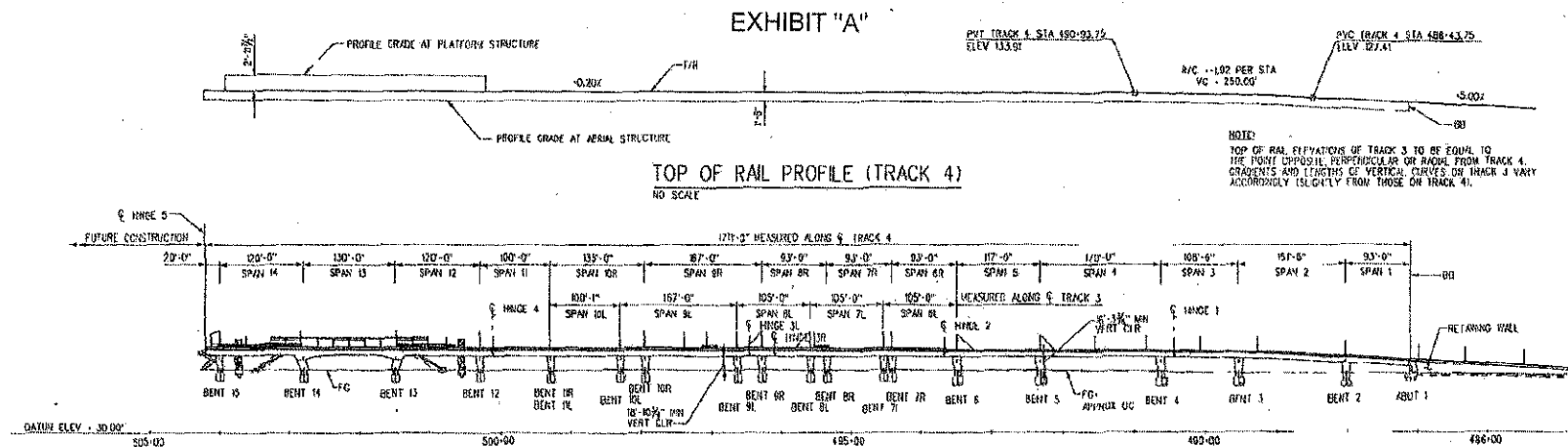
EASEMENT AGREEMENT
EXHIBIT LIST

Exhibit "A" - EXPO Station
Exhibit "B" - LACMTA Parcel Legal Description
Exhibit "C-1" - Depiction of Triangle Property
Exhibit "C-2" - Legal Description of Triangle Property
Exhibit "D" - Washington National Project Concept Plan
Exhibit "E-1" - Depiction of Easement Area
Exhibit "E-2" - Legal Description of Easement Area
Exhibit "F" - Permitted Paratransit Shuttle Service Area
Exhibit "G" - Deemed Approval Procedures
Exhibit "H" - Illustration of Transit Plaza Use
Exhibit "I" - Insurance Requirements

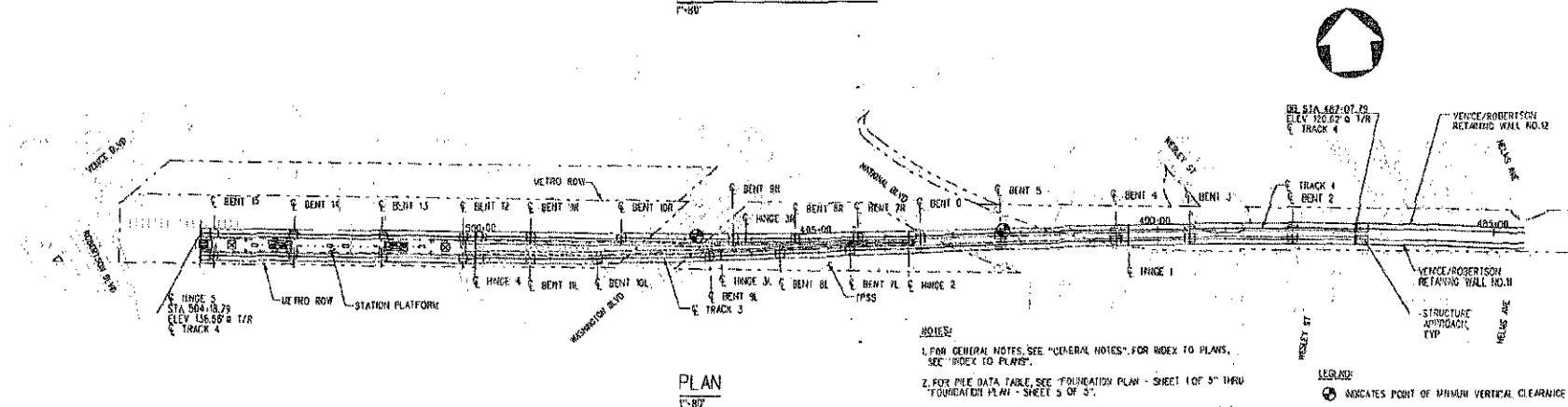
EXHIBIT A

EXPO STATION

[behind this page]



DEVELOPED ELEVATION



DESIGNED BY D. LINDA, MERSFERN CHECKED BY E. BALTAY IN CHARGE D. KNOX/TCM DATE 3/27/05 SEAL FOR CONSTRUCTION DESCRIPTION						EXPOSITION METRO LINE CONSTRUCTION AUTHORITY ECI/FLUOR/PARSONS A JACINT VENTURE 701 WILSHIRE BLVD., SUITE 2500 LOS ANGELES, CALIFORNIA 90017		MID-CITY/EXPOSITION LRT PROJECT VENICE/ROBERTSON AERIAL STRUCTURE GENERAL PLAN		CONTRACT NO. 1-05 DATE 5-10-001 SCALE AS NOTED SHEET NO.
--	--	--	--	--	--	---	--	---	--	--

EXHIBIT B

LACMTA PARCEL LEGAL DESCRIPTION

[behind this page]

EXHIBIT "B"
LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF THE RANCHO RINCON DE LOS BUEYES, PARTLY IN THE CITY OF LOS ANGELES AND PARTLY IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1 PAGES 207 AND 208 OF PATENTS, AS DESCRIBED IN THAT CERTAIN DEED FROM FRANCISCO HIGUERRA TO THE LOS ANGELES & INDEPENDENCE RAILROAD COMPANY, RECORDED IN BOOK 53 PAGE 522 OF DEEDS, BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 3, 1876, FROM FRANCISCO HIGUERRA TO LOS ANGELES INDEPENDENCE RAILROAD COMPANY, RECORDED JUNE 3, 1876, IN BOOK 47 PAGE 152 OF DEEDS, RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SITUATE FIFTY (50) FEET FROM AND BEARING SOUTH 49 DEGREES EAST FROM STATION 327 + 43 OF THE CENTER LINE OF THE LOS ANGELES AND INDEPENDENCE RAILROAD; THENCE NORTH 82 DEGREES 30' EAST (MAGNETIC) FIFTY (50) FEET DISTANT FROM AND PARALLEL TO SAID CENTER LINE FOR A DISTANCE OF 9665 FEET TO A POINT ON THE BOUNDARY BETWEEN SAID HIGUERRA AND MRS. AGUILAR; THENCE NORTHERLY ALONG SAID BOUNDARY LINE BETWEEN SAID HIGUERRA AND AGUILAR ONE HUNDRED (100) FEET; THENCE SOUTH 82 DEGREES 30' WEST FIFTY (50) FEET FROM AND PARALLEL TO AFOREMENTIONED CENTER LINE FOR A DISTANCE OF 9665 FEET; THENCE SOUTH 49 DEGREES EAST ONE HUNDRED (100) FEET TO POINT OF BEGINNING;

BOUNDED ON THE SOUTHWEST BY THE NORTHWESTERLY LINE OF WASHINGTON STREET (NOW WASHINGTON BOULEVARD), 60 FEET WIDE, AS SHOWN ON THE MAP OF THE SUBDIVISION OF THE SOUTHERN PORTION OF THE RANCHO RINCON DE LOS BUEYES, RECORDED IN BOOK 53, PAGE 25 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

BOUNDED ON THE WEST BY THE EASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 2 IN THE DEED TO THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, RECORDED IN BOOK 12951, PAGE 323, OF OFFICIAL RECORDS;

AND BOUNDED ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, RECORDED IN BOOK 4801, PAGE 100 OF OFFICIAL RECORDS.

EXHIBIT "B"

Order No.: 910065529-X49

LEGAL DESCRIPTION

(continued)

EXCEPT THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING WITHOUT LIMITATION, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS OF WHATEVER KIND OR CHARACTER, WHETHER NOW KNOWN OR HEREAFTER DISCOVERED, IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET UNDER THE SURFACE WITHOUT REGARD TO THE MANNER IN WHICH THE SAME MAY BE PRODUCED OR EXTRACTED FROM THE LAND, BUT WITHOUT ANY RIGHT TO ENTER UPON OR THROUGH THE SURFACE DOWN TO 500 FEET BELOW THE SURFACE TO EXTRACT, DRILL, EXPLORE OR OTHERWISE EXPLOIT SUCH MINERALS OR MINERAL RIGHTS AND WITHOUT ANY RIGHT TO REMOVE OR IMPAIR LATERAL OR SUBJACENT SUPPORT, AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED JANUARY 15, 1991 AS INSTRUMENT NO. 91-63428, OF OFFICIAL RECORDS.

PARCEL 2:

A PORTION OF THAT PART OF RANCHO RINCON DE LOS BUEYES, PROPERTY OF CLEMENTE C. DE CORONEL, PARTLY IN THE CITY OF LOS ANGELES AND PARTLY IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 18 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN THAT CERTAIN DEED FROM CLEMENTA CRUZ DE CORONEL, WIFE OF MANUEL CORONEL, TO LOS ANGELES & INDEPENDENCE RAILROAD COMPANY, RECORDED IN BOOK 53 PAGE 535 OF DEEDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ONE HUNDRED (100) FEET NORTHERLY FROM ENGINEER STATION 379 + 50 OF THE LOS ANGELES & INDEPENDENCE RAILROAD (NOW THE S.P.R.R.) AT THE POINT WHERE SAID RAILROAD CROSSES WASHINGTON STREET, AS SHOWN ON MAP OF A PORTION OF SAID RANCHO RINCON DE LOS BUEYES, RECORDED IN BOOK 13, PAGE 18, OF MISCELLANEOUS RECORDS; THENCE WESTERLY PARALLEL WITH AND ONE HUNDRED (100) FEET FROM THE CENTER LINE OF THE S.P.R.R. CO. RIGHT OF WAY NINE HUNDRED FIFTY (950) FEET TO A POINT OPPOSITE STATION 370 OF SAID RAILROAD; THENCE AT RIGHT ANGLES SOUTHERLY FIFTY (50) FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE EASTERLY ALONG SAID NORTHERLY LINE NINE HUNDRED FIFTY (950) FEET TO A POINT OPPOSITE STATION 379 + 50; THENCE NORTHERLY FIFTY (50) FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION, IF ANY, INCLUDED IN THE LINES OF WASHINGTON STREET.

Order No.: 910065529-X49

EXHIBIT "B"**LEGAL DESCRIPTION**

(continued)

ALSO EXCEPT THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING WITHOUT LIMITATION, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS OF WHATEVER KIND OR CHARACTER, WHETHER NOW KNOWN OR HEREAFTER DISCOVERED, IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET UNDER THE SURFACE WITHOUT REGARD TO THE MANNER IN WHICH THE SAME MAY BE PRODUCED OR EXTRACTED FROM THE LAND, BUT WITHOUT ANY RIGHT TO ENTER UPON OR THROUGH THE SURFACE DOWN TO 500 FEET BELOW THE SURFACE TO EXTRACT, DRILL, EXPLORE OR OTHERWISE EXPLOIT SUCH MINERALS OR MINERAL RIGHTS AND WITHOUT ANY RIGHT TO REMOVE OR IMPAIR LATERAL OR SUBJACENT SUPPORT, AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED JANUARY 15, 1991 AS INSTRUMENT NO. 91-63428, OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

EXHIBIT C-1

DEPICTION OF TRIANGLE PROPERTY

[behind this page]

EXHIBIT "C-1"

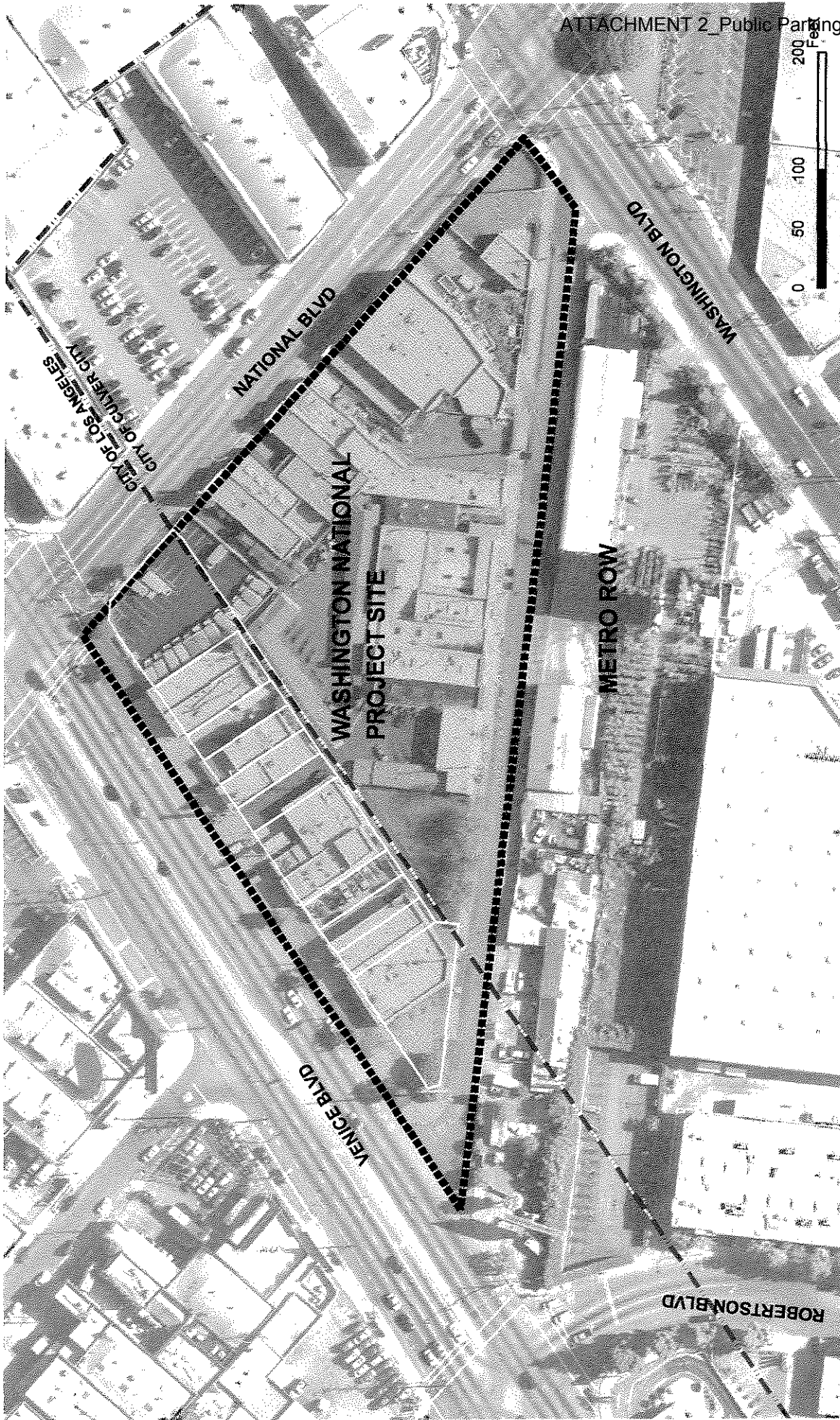


EXHIBIT C-2

TRIANGLE PROPERTY LEGAL DESCRIPTION

[behind this page]

EXHIBIT "C-2"

Parcel A (City of Los Angeles)

Legal Descriptions Washington-National Project Site

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

APN:

4312-014-057, 4312-014-004, 4312-014-005, 4312-014-006, 4312-014-054, 4312-014-055, 4312-014-052, 4312-014-011, 4312-014-012, 4312-014-013, 4312-014-014, 4312-014-020, 4312-014-021, 4312-014-022, 4312-014-023, 4312-014-024, 4312-014-059, 4312-014-027, 4312-014-058, 4312-014-029, 4312-014-030, 4312-014-031, 4312-014-038, 4312-014-039, 4312-014-040, 4312-014-041, 4312-014-042, 4312-014-053, 4312-014-046, 4312-014-047, 4312-014-048.

Lots 1, 2, 3, 4, 5, 6, 16, 17 and 18 in the City of Los Angeles, County of Los Angeles, and lots 19 and 20, partly in the Cities of Los Angeles and Culver City, County of Los Angeles, and lots 7, 8, 9, 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, 26, 27, 37, 38, 39, 28, 29, 30, 31, 36, 32, 33, 34, 35, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, all in the City of Culver City, County of Los Angeles, and that part of lot 52 in the City of Culver City, County of Los Angeles, all in Tract 5461, as per Map recorded in Book 57 Page 76 of Maps, in the Office of the County Recorder of said County.

EXHIBIT "C-2"

Parcel B (City of Culver City)

Legal Descriptions Washington-National Project Site

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

APN:

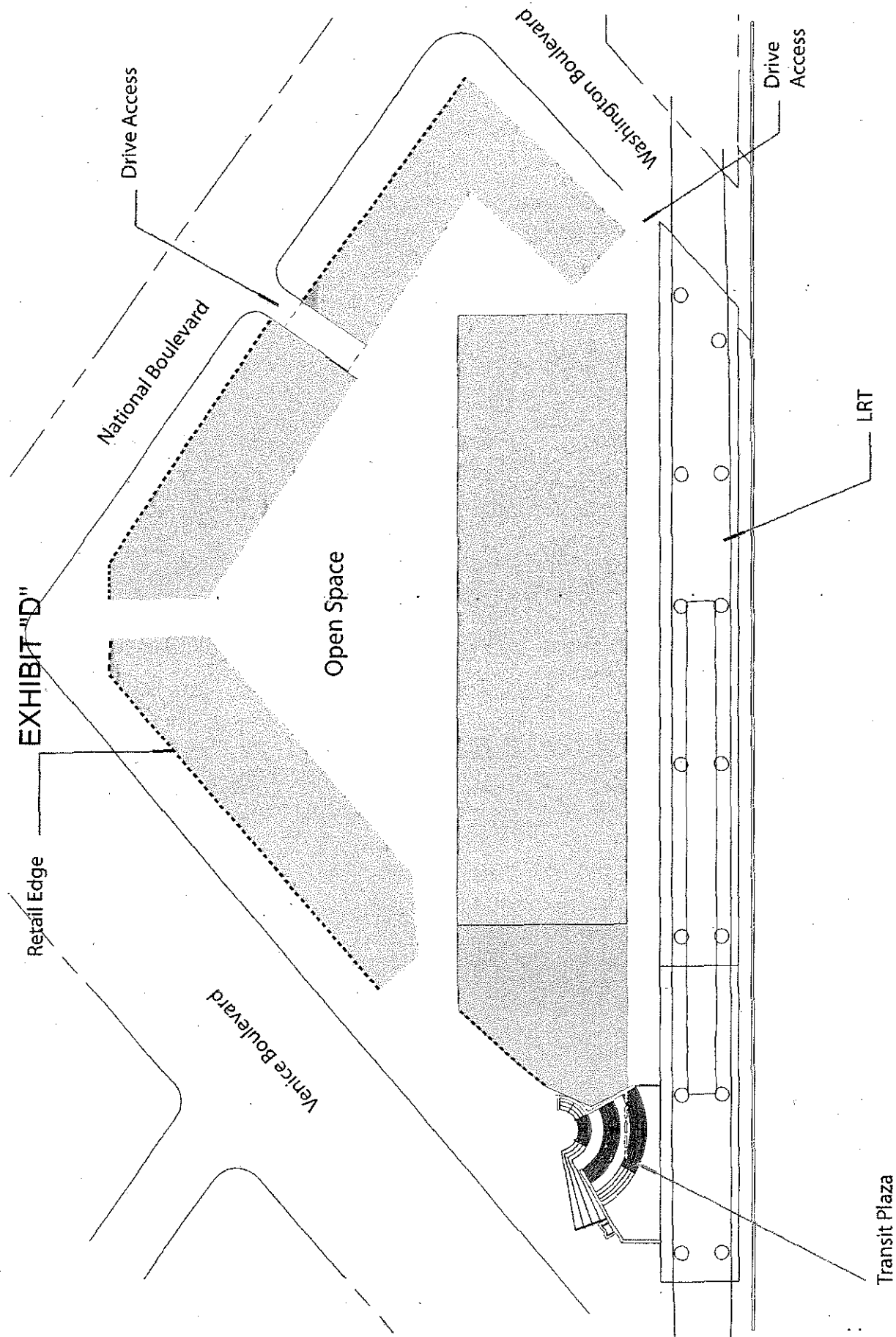
4312-014-020, 4312-014-021, 4312-014-022, 4312-014-023, 4312-014-024, 4312-014-059, 4312-014-027, 4312-014-058, 4312-014-029, 4312-014-030, 4312-014-031, 4312-014-038, 4312-014-039, 4312-014-040, 4312-014-041, 4312-014-042, 4312-014-053, 4312-014-046, 4312-014-047, 4312-014-048.

Lots 21, 22, 23, 24, 25, 26, 27, 37, 38, 39, 28, 29, 30, 31, 36, 32, 33, 34, 35, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, all in the City of Culver City, County of Los Angeles, and that part of lot 52 in the City of Culver City, County of Los Angeles, all in Tract 5461, as per Map recorded in Book 57 Page 76 of Maps, in the Office of the County Recorder of said County.

EXHIBIT D

WASHINGTON NATIONAL PROJECT CONCEPT PLAN

[behind this page]



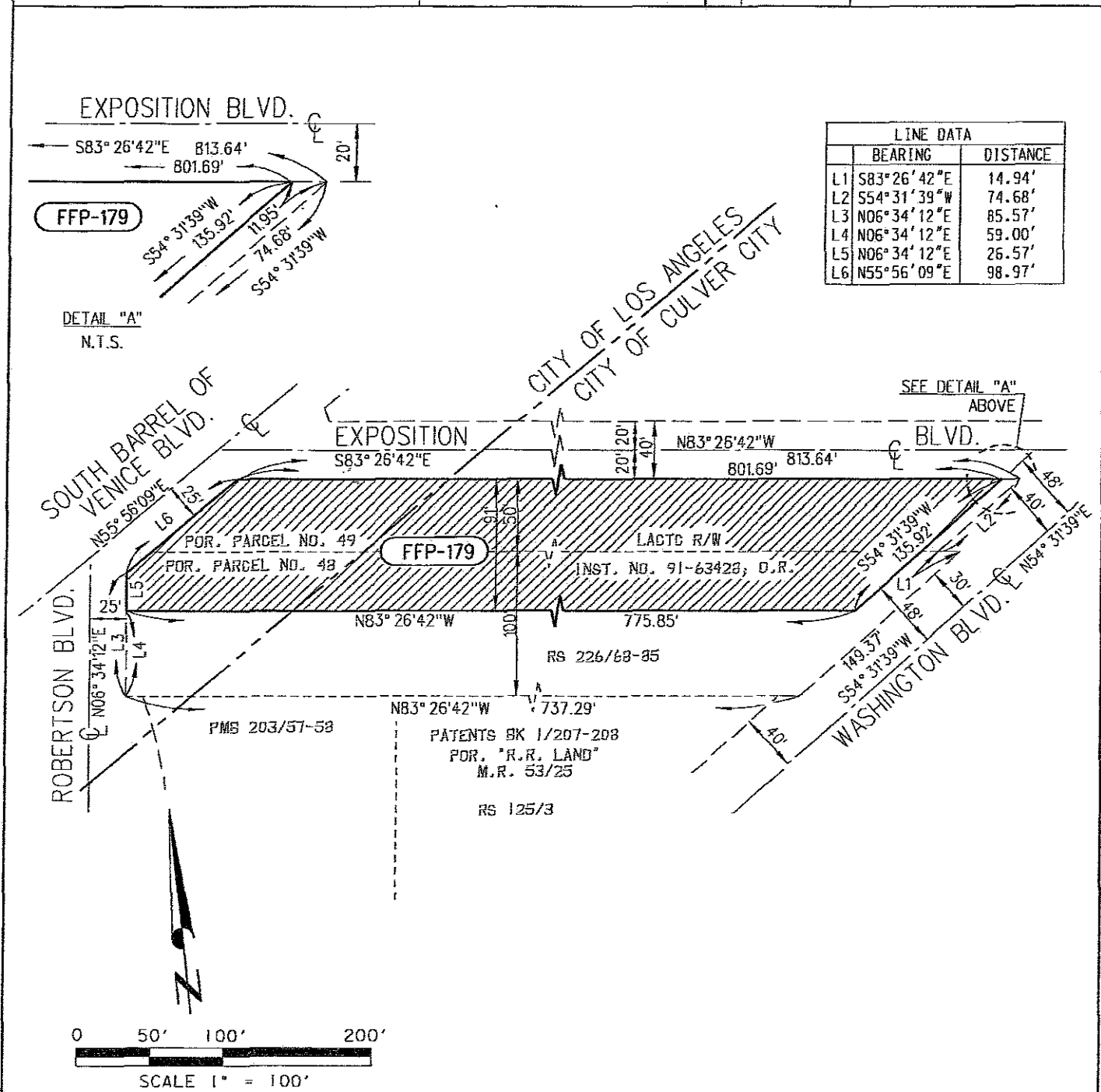
CONCEPT SITE PLAN

EXHIBIT E-1

DEPICTION OF EASEMENT AREA

[behind this page]

GRANTOR : LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY		The data shown on plat are based on a field survey prepared by Psomas dated June 2003 - March 2006. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.	
DESCRIPTION : PORTIONS OF PARCELS 48 AND 49 OF GRANT DEED, INSTRUMENT NO. 91-63428, O.R.			
IN THE CITIES OF CULVER CITY AND LOS ANGELES, COUNTY OF LOS ANGELES,			
STATE OF CALIFORNIA.			
TITLE REPORT : N/A		D	09-15-2011
ASSESSORS REF. 4312-031-900 & 4312-031-901	ROW REF : RW-039	NO.	DATE
		ORIGINAL SUBMITTAL	
		REVISION DESCRIPTION	



TOTAL AREA OF PROPERTY	FFP 179	REMAINDER PARCEL AREA			
N/A	72,773 SQ. FT.	N/A			

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY MID-CITY/EXPOSITION LRT PROJECT		PARCEL PLAT FFP 179 SHEET 1 OF 1	CONTRACT NO. 20MJD050508
PREPARED BY: 	APPROVED BY: 		SCALE 1"=100' DATE 09-15-2011 DRAWN BY KVO CHECKED BY 543 REV. DATE REV. NO. Q
SUBMITTED BY: PROJECT MANAGER		EXPO PROJECT MANAGER	

EXHIBIT E-2

LEGAL DESCRIPTION OF EASEMENT AREA

[behind this page]

PSOMAS

LEGAL DESCRIPTION

FFP 179

In the Cities of Culver City and Los Angeles, County of Los Angeles, State of California, being those portions of Parcel 48 and 49 of the Grant Deed recorded January 15, 1991 as Instrument No. 91-63428, Official Records of said County, as shown on the map filed in Book 226, Pages 68 through 85, inclusive, of Records of Survey, in the Office of the County Recorder of said County; bounded northerly by the northerly line of said Parcel 49, said northerly line also being the southerly line of Exposition Boulevard, 40.00 feet wide; bounded northwesterly by a line lying 25.00 feet southeasterly of and parallel with the centerline of the South Barrel of Venice Boulevard; bounded westerly by a line lying 25.00 feet easterly of and parallel with the centerline of Robertson Boulevard; bounded southerly by a line lying 91.00 feet southerly of and parallel with the northerly line of said Parcel 49; and bounded southeasterly by a line lying 48.00 feet northwesterly of and parallel with the centerline of Washington Boulevard; all previously described centerlines shown on said Record of Survey.

Containing 72,773 square feet.

All as shown on Exhibit "B" attached hereto and made a part thereof.

Distances as described above and as shown on said Exhibit "B" are grid distances.

Ground distances may be obtained by dividing grid distances by the mean combination factor of the courses being described. The mean combination factor for this conversion is 1.00000213.

PSOMAS

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This legal description was prepared by me or under my direction.

Peter J. Fitzpatrick

09-15-2011

Peter J. Fitzpatrick, PLS 6777

Date

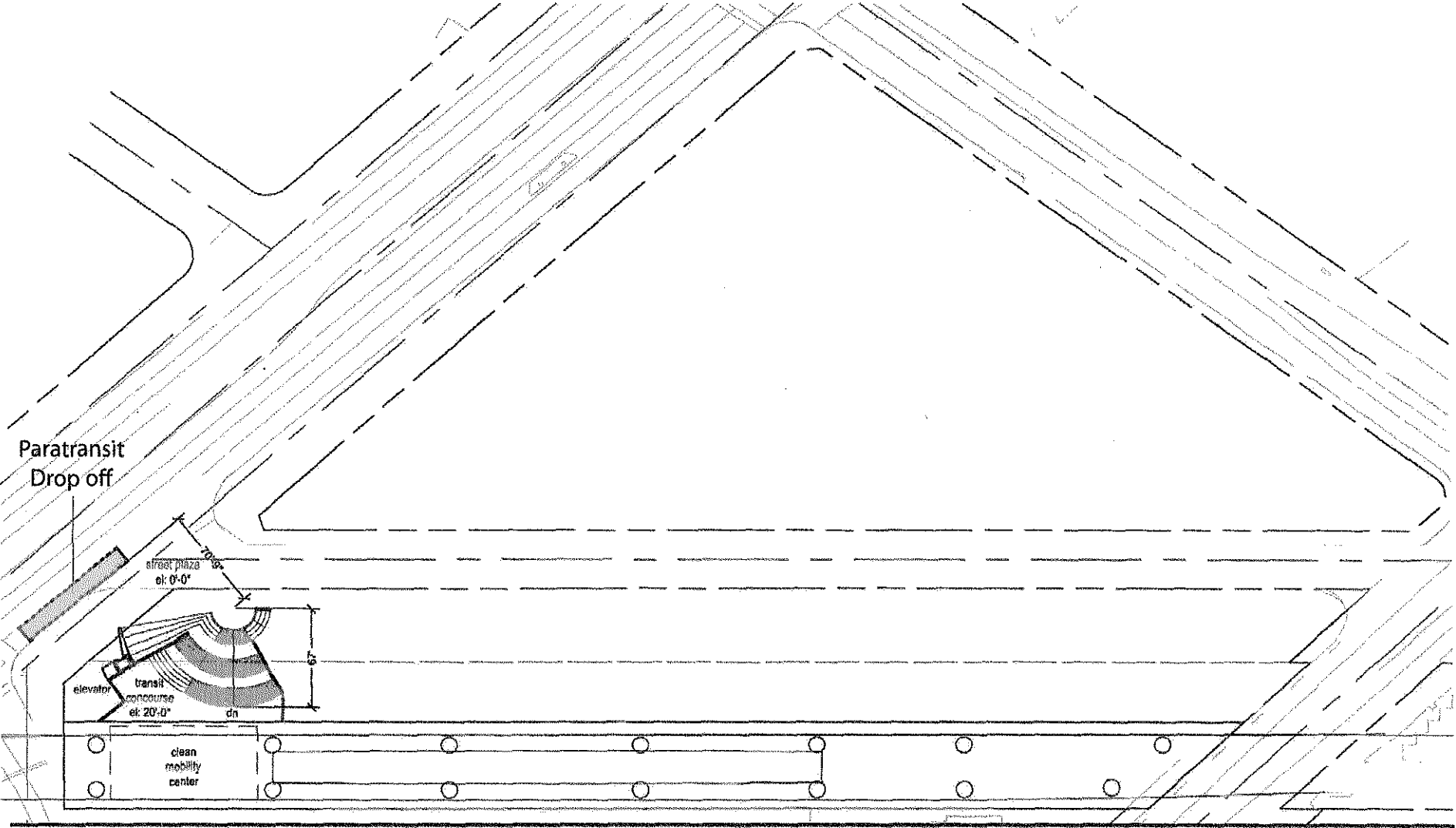


EXHIBIT F

PERMITTED PARATRANSIT SHUTTLE SERVICE AREA

[behind this page]

EXHIBIT "F"



Washington / National TOD

Permitted Paratransit Shuttle Service Area

EXHIBIT G

DEEMED APPROVAL PROCEDURES

The following provisions shall govern LACMTA and Authority approval of plans and specifications submitted by Agency [OR CITY] pursuant to this Easement Agreement and/or any document entered into pursuant to this Easement Agreement. All references to "Metro" in this Exhibit shall mean LACMTA and/or Authority, as applicable.

Deemed Approval of Plans and Specifications. This Exhibit "G" shall be applicable only to plans and specifications for improvements submitted by Agency [OR CITY] at a level of design development subsequent to Metro's approval of a 30% completion level for plans and specifications (the "30% Drawings") for such improvements, provided that such plans and specifications (a) do not contain modifications to the plans and specifications approved by LACMTA at the previous level of design development (other than modifications that represent a logical evolution of the elements depicted, described or specified in the previous Level of Design Development). This Exhibit "G" shall not be applicable to Metro's approval of any 30% Drawings or to any plans and specifications submitted other than in accordance with this Easement Agreement and this Exhibit "G". Plans and specifications (other than conceptual plans) submitted to Metro at a particular level of design development in accordance herewith shall be deemed approved by Metro, if Metro fails to approve, disapprove or request changes to the same within ten (10) business days after its receipt of a written notice from Agency [OR CITY] (delivered after expiration of the applicable thirty (30) day period noted in this Easement Agreement), indicating Metro's failure to provide such approval, disapproval or request for changes; provided:

- (1) Such written notice contains the following provisions, in large type and in bold print:

"THIS IS YOUR SECOND AND FINAL NOTICE REGARDING THIS MATTER. FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN TEN (10) BUSINESS DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]"; and

- (2) At the time the subject plans and specifications are submitted to Metro, Agency [OR CITY] provides Metro with a written notice requesting approval of such plans and specifications and sets forth in such written notice one or the other of the following provisions (as applicable), in large type and in bold print:

- (a) If such submittal is the initial submittal of plans and specifications at a particular level of design development or is a submittal of plans and specifications at a particular level of design development for any reason other than as set forth in the following subsection (b), below, then the following provision shall be included in the written notice:

100

“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]”

(b) If such submittal is a re-submittal of plans and specifications at a particular level of design development due solely to either a previous Metro disapproval of plans and specifications at that level of design development or a previous Metro request for changes to plans and specifications at that level of design development, then the following provision shall be included in the written notice:

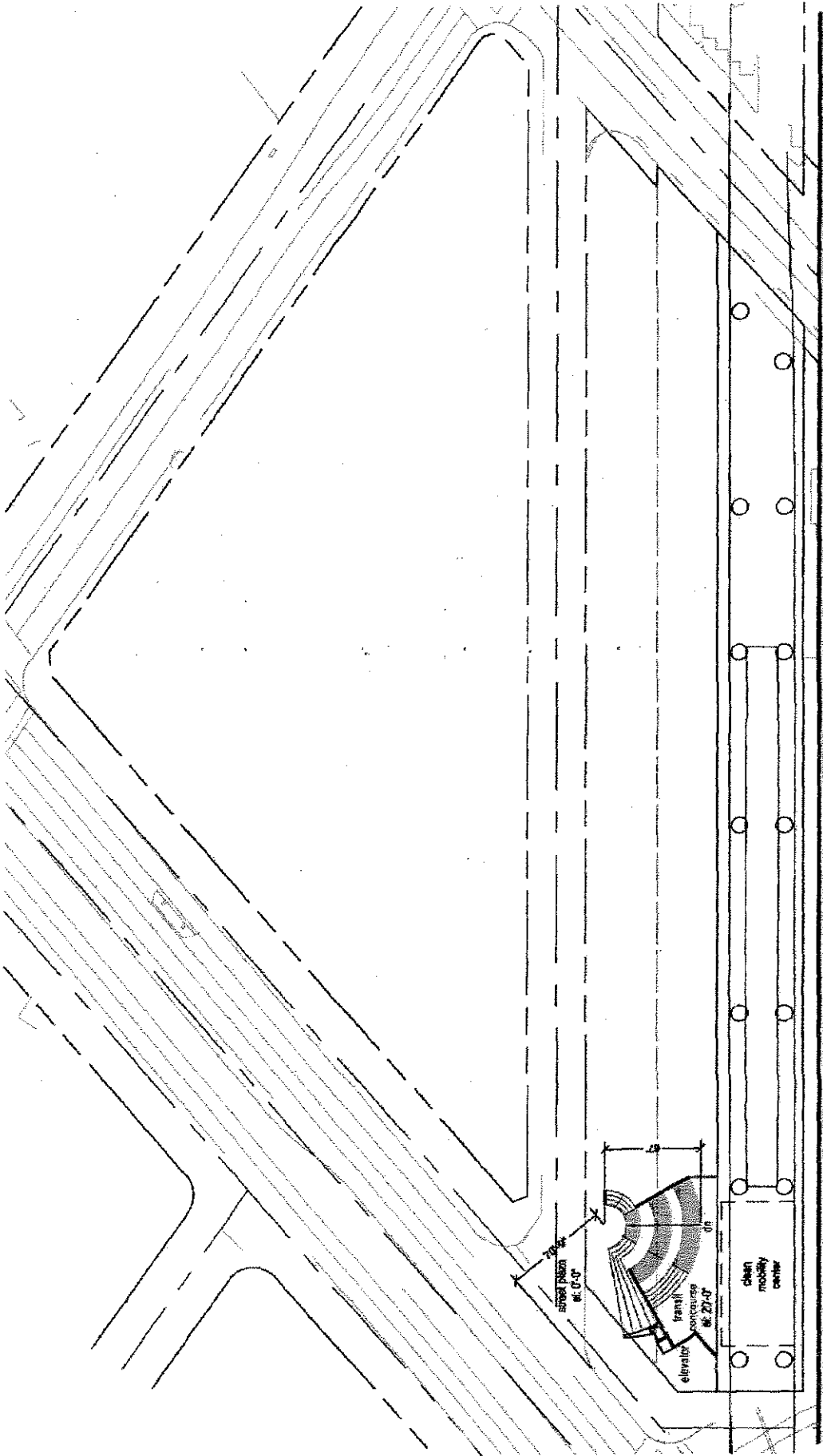
“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN FIFTEEN (15) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]”

101

EXHIBIT H
TRANSIT PLAZA CONCEPT PLAN

[behind this page]

EXHIBIT "H"



WASHINGTON NATIONAL ILLUSTRATIVE CONCEPT PLAN
FOR TRANSIT PLAZA

103

EXHIBIT I

INSURANCE REQUIREMENTS

[be attached to this Easement Agreement at the time this
Easement Agreement is prepared for execution by the Agency or City]

104

EXHIBITS FOR OPTION AGREEMENT RESUME

EXHIBITS G - K

105

EXHIBIT G-1

FORM OF AGENCY/CITY QUITCLAIM DEED

[behind this page]

106

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Munger, Tolles & Olson LLP
 355 South Grand Avenue, 35th Floor
 Los Angeles, California 90071
 Attention: Richard S. Volpert, Esq.

MAIL TAX STATEMENT TO:

Los Angeles County Metropolitan
 Transportation Authority
 One Gateway Plaza
 Los Angeles, California 90012-2952
 Attn: Velma Marshall

(Space Above Line for Recorder's Use Only)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CULVER CITY REDEVELOPMENT AGENCY ("Agency"), and CITY OF CULVER CITY ("City" and collectively, with Agency, "Grantor"), hereby does each REMISE, RELEASE AND FOREVER QUITCLAIM to LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the authority of Section 130050.2 et seq. of the California Public Utility Code ("Grantee"), all that certain real property situated in the City of Culver City, County of Los Angeles, State of California, described on Exhibit A which is attached hereto and by this reference incorporated herein (the "Property").

[signatures on following pages]

107

IN WITNESS HEREOF, Grantor has caused this instrument to be executed effective as of _____, 20__.

CULVER CITY REDEVELOPMENT AGENCY

By: _____
John Nachbar
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Murray O. Kane
Kane Ballmer & Berkman
Agency General Counsel

CITY OF CULVER CITY

By: _____
John Nachbar
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Carol A. Schwab
City Attorney

108

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the foregoing Quitclaim Deed from CULVER CITY REDEVELOPMENT AGENCY and CITY OF CULVER CITY to the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the authority of Section 130050.2 et seq. of the California Public Utility Code ("Grantee"), is hereby accepted by the undersigned on behalf of Grantee pursuant to authority conferred by resolution of the Board of Directors of Grantee, and Grantee hereby consents to the recordation of this Grant Deed by its duly authorized officer.

Dated this ____ day of _____, 20__

By: _____
Name: _____
Title: _____

109

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 _____ (Seal)

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 _____ (Seal)

EXHIBIT A TO QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the City of Culver City, County of Los Angeles, State of California more particularly described as follows:

11

EXHIBIT G-2
FORM OF LACMTA QUITCLAIM DEED

[behind this page]

OFFICIAL BUSINESS
Document entitled to free
recording per Government Code
Sections 6103 and 27383

Recording Requested By
And When Recorded Return to:

CULVER CITY REDEVELOPMENT AGENCY
9770 Culver Boulevard
Culver City, California 90232
Attention: Asst. Executive Director

(Space Above Line for Recorder's Use Only)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the authority of Section 130050.2 et seq. of the California Public Utility Code ("Grantor"), hereby does REMISE, RELEASE AND FOREVER QUITCLAIM to [CITY OF CULVER CITY] ("Grantee"), all that certain real property situated in the City of Culver City, County of Los Angeles, State of California, described on Exhibit A which is attached hereto and by this reference incorporated herein (the "Property").

[signatures on following pages]

113

IN WITNESS HEREOF, Grantor has caused this instrument to be executed effective as of _____, 20__.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Arthur T. Leahy
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Joyce Chang
Principal Deputy County Counsel

114

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 _____ (Seal)

115

EXHIBIT A TO QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the City of Culver City, County of Los Angeles, State of California more particularly described as follows:

EXHIBIT H
PRELIMINARY REPORT

[behind this page]



Chicago Title Company

Commercial/Industrial Division,
700 South Flower, Suite 800 Los Angeles, CA 90017 (213) 488-4300

Title Department:

Chicago Title Company
Attn: Dave Balassi
Email: Dave.Balassi@CTT.com
Phone: (213) 488-4394
Fax: (213) 488-4360
Order No.: 910065529-X49

PRELIMINARY REPORT

Property Address: None

Dated as of: July 28, 2011 at 7:30 am

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said Policy forms.

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee

2. Title to said estate or interest at the date hereof is vested in:

Los Angeles County Metropolitan Transportation Authority, successor by merger to
Los Angeles County Transportation Commission, a county transportation commission

- 3.. The land referred to in this report is situated in the State of California, County of Los Angeles and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

LEGAL DESCRIPTION**PARCEL 1:**

A PORTION OF THE RANCHO RINCON DE LOS BUEYES, PARTLY IN THE CITY OF LOS ANGELES AND PARTLY IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1 PAGES 207 AND 208 OF PATENTS, AS DESCRIBED IN THAT CERTAIN DEED FROM FRANCISCO HIGUERRA TO THE LOS ANGELES & INDEPENDENCE RAILROAD COMPANY, RECORDED IN BOOK 53 PAGE 522 OF DEEDS, BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 3, 1876, FROM FRANCISCO HIGUERRA TO LOS ANGELES INDEPENDENCE RAILROAD COMPANY, RECORDED JUNE 3, 1876, IN BOOK 47 PAGE 152 OF DEEDS, RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SITUATE FIFTY (50) FEET FROM AND BEARING SOUTH 49 DEGREES EAST FROM STATION 327 + 43 OF THE CENTER LINE OF THE LOS ANGELES AND INDEPENDENCE RAILROAD; THENCE NORTH 82 DEGREES 30' EAST (MAGNETIC) FIFTY (50) FEET DISTANT FROM AND PARALLEL TO SAID CENTER LINE FOR A DISTANCE OF 9665 FEET TO A POINT ON THE BOUNDARY BETWEEN SAID HIGUERRA AND MRS. AGUILAR; THENCE NORTHERLY ALONG SAID BOUNDARY LINE BETWEEN SAID HIGUERRA AND AGUILAR ONE HUNDRED (100) FEET; THENCE SOUTH 82 DEGREES 30' WEST FIFTY (50) FEET FROM AND PARALLEL TO AFOREMENTIONED CENTER LINE FOR A DISTANCE OF 9665 FEET; THENCE SOUTH 49 DEGREES EAST ONE HUNDRED (100) FEET TO POINT OF BEGINNING;

BOUNDED ON THE SOUTHWEST BY THE NORTHWESTERLY LINE OF WASHINGTON STREET (NOW WASHINGTON BOULEVARD), 60 FEET WIDE, AS SHOWN ON THE MAP OF THE SUBDIVISION OF THE SOUTHERN PORTION OF THE RANCHO RINCON DE LOS BUEYES, RECORDED IN BOOK 53, PAGE 25 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

BOUNDED ON THE WEST BY THE EASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 2 IN THE DEED TO THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, RECORDED IN BOOK 12951, PAGE 323, OF OFFICIAL RECORDS;

AND BOUNDED ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, RECORDED IN BOOK 4801, PAGE 100 OF OFFICIAL RECORDS.

LEGAL DESCRIPTION

(continued)

EXCEPT THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING WITHOUT LIMITATION, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS OF WHATEVER KIND OR CHARACTER, WHETHER NOW KNOWN OR HEREAFTER DISCOVERED, IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET UNDER THE SURFACE WITHOUT REGARD TO THE MANNER IN WHICH THE SAME MAY BE PRODUCED OR EXTRACTED FROM THE LAND, BUT WITHOUT ANY RIGHT TO ENTER UPON OR THROUGH THE SURFACE DOWN TO 500 FEET BELOW THE SURFACE TO EXTRACT, DRILL, EXPLORE OR OTHERWISE EXPLOIT SUCH MINERALS OR MINERAL RIGHTS AND WITHOUT ANY RIGHT TO REMOVE OR IMPAIR LATERAL OR SUBJACENT SUPPORT, AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED JANUARY 15, 1991 AS INSTRUMENT NO. 91-63428, OF OFFICIAL RECORDS.

PARCEL 2:

A PORTION OF THAT PART OF RANCHO RINCON DE LOS BUEYES, PROPERTY OF CLEMENTE C. DE CORONEL, PARTLY IN THE CITY OF LOS ANGELES AND PARTLY IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 18 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN THAT CERTAIN DEED FROM CLEMENTA CRUZ DE CORONEL, WIFE OF MANUEL CORONEL, TO LOS ANGELES & INDEPENDENCE RAILROAD COMPANY, RECORDED IN BOOK 53 PAGE 535 OF DEEDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ONE HUNDRED (100) FEET NORTHERLY FROM ENGINEER STATION 379 + 50 OF THE LOS ANGELES & INDEPENDENCE RAILROAD (NOW THE S.P.R.R.) AT THE POINT WHERE SAID RAILROAD CROSSES WASHINGTON STREET, AS SHOWN ON MAP OF A PORTION OF SAID RANCHO RINCON DE LOS BUEYES, RECORDED IN BOOK 13, PAGE 18, OF MISCELLANEOUS RECORDS; THENCE WESTERLY PARALLEL WITH AND ONE HUNDRED (100) FEET FROM THE CENTER LINE OF THE S.P.R.R. CO. RIGHT OF WAY NINE HUNDRED FIFTY (950) FEET TO A POINT OPPOSITE STATION 370 OF SAID RAILROAD; THENCE AT RIGHT ANGLES SOUTHERLY FIFTY (50) FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE EASTERLY ALONG SAID NORTHERLY LINE NINE HUNDRED FIFTY (950) FEET TO A POINT OPPOSITE STATION 379 + 50; THENCE NORTHERLY FIFTY (50) FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION, IF ANY, INCLUDED IN THE LINES OF WASHINGTON STREET.

LEGAL DESCRIPTION

(continued)

ALSO EXCEPT THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING WITHOUT LIMITATION, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS OF WHATEVER KIND OR CHARACTER, WHETHER NOW KNOWN OR HEREAFTER DISCOVERED, IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET UNDER THE SURFACE WITHOUT REGARD TO THE MANNER IN WHICH THE SAME MAY BE PRODUCED OR EXTRACTED FROM THE LAND, BUT WITHOUT ANY RIGHT TO ENTER UPON OR THROUGH THE SURFACE DOWN TO 500 FEET BELOW THE SURFACE TO EXTRACT, DRILL, EXPLORE OR OTHERWISE EXPLOIT SUCH MINERALS OR MINERAL RIGHTS AND WITHOUT ANY RIGHT TO REMOVE OR IMPAIR LATERAL OR SUBJACENT SUPPORT, AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED JANUARY 15, 1991 AS INSTRUMENT NO. 91-63428, OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

SCHEDULE B

At the date hereof, items to be considered and exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

- A. Property taxes, including any assessments collected with taxes, for the fiscal year 2011 - 2012 that are a lien not yet due.
- B. Said land is shown as exempt on the Los Angeles County Tax Roll for the fiscal year 2010 - 2011

Assessors Parcel Number: 4312-031-900
4312-031-901

- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Part 0.5, Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

- 1. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: City of Los Angeles
Purpose: highway
Recorded: April 29, 1926 in Book 4620, Page 117 of Official Records
Affects: That portion of said land as described in the document attached hereto.

The legal description therein was corrected by document recorded May 11, 1927 in Book 4801, Page 100, of Official Records.

And as condemned by Final Judgment entered in Superior Court Case No. 226-184, a certified copy of which recorded January 27, 1932 in Book 11417, Page 67 of Official Records.

- 2. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: City of Los Angeles
Purpose: storm drain
Recorded: December 21, 1927 in Book 7769, Page 171 of Official Records
Affects: That portion of said land as described in the document attached hereto.

- 3. Water rights, claims or title to water, whether or not disclosed by the public records.

SCHEDULE B
(continued)

4. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.

This office must be notified at least 7 business days prior to the scheduled closing in order to arrange for an inspection of the land; upon completion of this inspection you will be notified of the removal of specific coverage exceptions and/or additional exceptions to coverage.

5. Any rights of parties in possession of said land, based on any unrecorded lease, or leases.

This Company will require a full copy of any unrecorded lease, together with all supplements, assignments, and amendments for review.

END OF SCHEDULE B

INFORMATIONAL NOTES

Note No. 1: Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation regulates the disbursement of funds deposited with any title entity acting in an escrow or sub-escrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or sub-escrow account prior to disbursement of any funds. Some methods of funding may be subject to a holding period, which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done via wire transfer. Funds deposited with the Company via wire transfer may be disbursed upon receipt. Funds deposited by cashiers checks, certified checks, and teller's checks is one business day after the day deposited. Other checks may require hold periods from two to five business days after the day deposited, and may delay your closing. The Company may receive benefits from such banks based upon the balances in such accounts. Such benefits will be retained by the Company as part of its compensation for handling such funds.

Note No. 2: The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.

Note No. 3: California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained, and as amended.

Note No. 4: Wire Transfers

In the event your transaction is being escrowed by a Chicago Title office, contact should be made with the office to obtain correct wiring instructions. Failure to do so could result in a delay in the receipt of funds and subsequent closing of your transaction.

Chicago Title will disburse by wire-out only collected funds or funds received by confirmed wire-in.

The Company's wire-in instructions are:

Bank:	Bank of America 1850 Gateway Blvd. Concord, CA 94520
Bank ABA No.:	0260-0959-3
Account Name:	Chicago Title Company, Broadway Plaza Office
Account No.:	12351-50737
For Credit To:	Chicago Title Company 700 South Flower, Suite 800 Los Angeles, CA 90017
Order No.:	910065529-X49

INFORMATIONAL NOTES

(continued)

LENDER NOTE: On the DATE you fund the Loan and WIRE Funds to Chicago Title and reference the above Order Number, you must send written NOTICE to the Title Officer's Unit by messenger or E-Mail that you sent the Funds.

Chicago Title will send an E-Mail acknowledging receipt of the funds as soon as practicable.

Chicago Title will NOT be responsible for any delay in Closing and Recording the transaction, nor will Chicago Title be liable for any claim of lost Interest unless such written Notice is sent the day of Funding and Chicago Title has acknowledged receipt of funds.

Note No. 5: Your application for title insurance was placed by reference to a street address or assessor's parcel number. Based upon our records, we believe that the description in this report covers the parcel that you requested.

To prevent errors, we require written confirmation that the legal description contained herein covers the parcel that you requested.

Note No. 6: The plat, (map), which is attached to this report, is to assist you in locating land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

Note No. 7: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note No. 8: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

INFORMATIONAL NOTES

(continued)

Note No. 9: Important notice regarding documents to be recorded in the Los Angeles County. Please review the following CRITICAL MESSAGE from the Los Angeles County Recorder's Office as it will likely impact your closing:

SUBJECT: ACCEPTANCE OF NOTARY ACKNOWLEDGEMENTS

Effective May 1, 2008, the Los Angeles Registrar-Recorder/County Clerk's Office will work diligently to be more efficient in examining notary acknowledgements as our part in minimizing notary fraud. In our efforts, we will strictly adhere to the following requirements for accepting Notary Acknowledgments/Certificates:

- Notaries must comply with the requirements set forth by the state where the oath is administered.
- Notary Acknowledgments/Certificates may not contain white-out, corrective tape, arrows and/or asterisks.
- Notary Acknowledgments/Certificates completed by a California Notary that are destined for recording in the County of Los Angeles must be presented exactly in the form prescribed by Civil Code Section 1189(a)(1).

A Notary Acknowledgment/Certificate that does not meet existing state requirements in addition to the requirements set forth above may not be re-submitted after it has been rejected by the Recorder. A new Notary Acknowledgment/Certificate will be required when re-submitting a rejected document.

If you have any questions, please contact the Registrar-Recorder/County Clerk at (562) 462-2125.

INFORMATIONAL NOTES

(continued)

ATTACHMENT ONE

PRIVACY STATEMENT

IMPORTANT INFORMATION:

For those of you receiving this report by electronic delivery the Privacy Statement and Attachment One are linked to this report. Please review this information by selecting the link. For those of you who are receiving a hard copy of this report, a copy of this information has been submitted for your review.

INFORMATIONAL NOTES

(continued)

NOTICE

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

EXHIBIT I

LACMTA DEEMED APPROVAL PROCEDURE

The following provisions shall govern LACMTA and Authority approval of plans and specifications submitted by Agency [OR CITY] pursuant to this Easement Agreement and/or any document entered into pursuant to this Easement Agreement. All references to "Metro" in this Exhibit shall mean LACMTA and/or Authority, as applicable.

Deemed Approval of Plans and Specifications. This Exhibit "G" shall be applicable only to plans and specifications for improvements submitted by Agency [OR CITY] at a level of design development subsequent to Metro's approval of a 30% completion level for plans and specifications (the "30% Drawings") for such improvements, provided that such plans and specifications (a) do not contain modifications to the plans and specifications approved by LACMTA at the previous level of design development (other than modifications that represent a logical evolution of the elements depicted, described or specified in the previous Level of Design Development). This Exhibit "G" shall not be applicable to Metro's approval of any 30% Drawings or to any plans and specifications submitted other than in accordance with this Easement Agreement and this Exhibit "G". Plans and specifications (other than conceptual plans) submitted to Metro at a particular level of design development in accordance herewith shall be deemed approved by Metro, if Metro fails to approve, disapprove or request changes to the same within ten (10) business days after its receipt of a written notice from Agency [OR CITY] (delivered after expiration of the applicable thirty (30) day period noted in this Easement Agreement), indicating Metro's failure to provide such approval, disapproval or request for changes; provided:

- (1) Such written notice contains the following provisions, in large type and in bold print:

"THIS IS YOUR SECOND AND FINAL NOTICE REGARDING THIS MATTER. FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN TEN (10) BUSINESS DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]"; and

- (2) At the time the subject plans and specifications are submitted to Metro, Agency [OR CITY] provides Metro with a written notice requesting approval of such plans and specifications and sets forth in such written notice one or the other of the following provisions (as applicable), in large type and in bold print:

- (a) If such submittal is the initial submittal of plans and specifications at a particular level of design development or is a submittal of plans and specifications at a particular level of design development for any reason other than as set forth in the following subsection (b), below, then the following provision shall be included in the written notice:

“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]”

(b) If such submittal is a re-submittal of plans and specifications at a particular level of design development due solely to either a previous Metro disapproval of plans and specifications at that level of design development or a previous Metro request for changes to plans and specifications at that level of design development, then the following provision shall be included in the written notice:

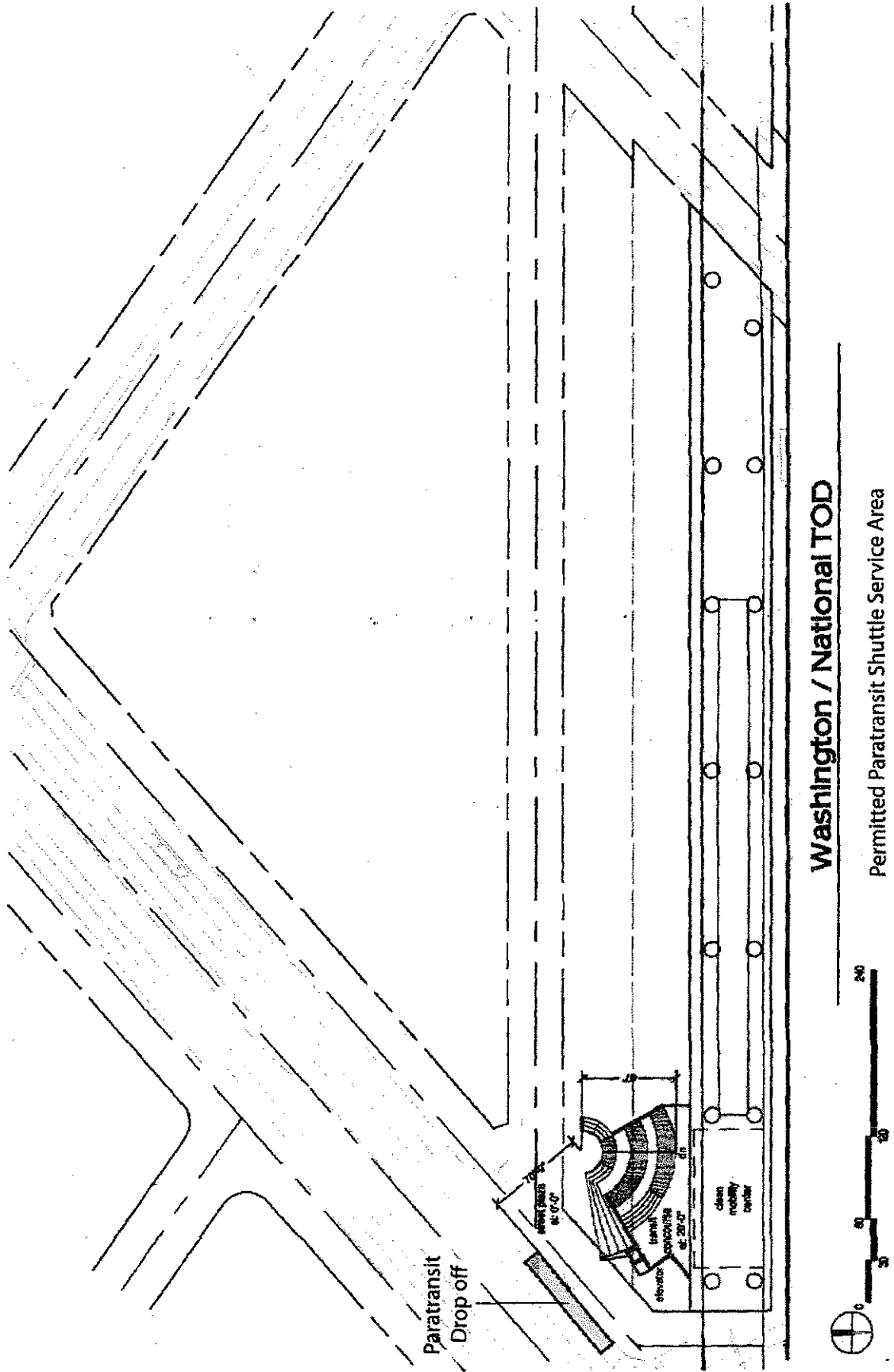
“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN FIFTEEN (15) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]”

EXHIBIT J

PERMITTED PARATRANSIT SHUTTLE SERVICE AREA

[behind this page]

132



133

EXHIBIT K
FORM OF RIGHT OF ENTRY

[behind this page]

EXHIBIT K

RIGHT OF ENTRY PERMIT**(ENVIRONMENTAL SITE ASSESSMENT)**

THIS RIGHT OF ENTRY PERMIT ("Permit"), dated _____, is made by and between **THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the State of California ("LACMTA") and _____, a California _____ (hereinafter referred to as "Permittee").

For the consideration hereinafter stated, the parties agree as follows:

LACMTA hereby permits Permittee to enter upon that certain property located at _____ in the City of _____, County of Los Angeles, State of California, as more particularly described in the site map attached as Exhibit "A" (the "Property") subject to the following terms and conditions:

1. Permittee's right to enter the Property is non-exclusive and personal to Permittee, its agents, employees and contractors, and is not assignable. Permittee shall ensure that its agents, employees and contractors comply with all terms and conditions hereof including, without limitation, the indemnity and insurance provisions set forth in paragraphs 6 and 7 below.
2. This Permit is granted to Permittee solely for the purpose of conducting environmental assessments, inspections, examinations, surveys and studies (collectively the "Assessments") and for no other purpose. Permittee, at its expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders with respect to the use of the Property. The Property, any adjoining or adjacent real property of LACMTA and personal property of LACMTA located thereon shall hereinafter collectively be referred to as "LACMTA Property".
3. Permission to enter the Property is granted for a period of _____ commencing on days commencing upon the full execution of this Permit and the provision of the applicable certificates indicating the insurance required hereunder are in place. Daily working hours are restricted to the hours from 7:00 AM through 6:00 PM.
4. Permittee shall:
 - (a) Prior to commencing any work on the Property relating to the Assessments, Permittee shall obtain the prior written approval of LACMTA for Permittee's proposed work plan for the Assessments ("Work Plan"), which Work Plan shall include, but not be limited to, number and location of the borings, depth of the

35

borings, type of analysis, a specific health and safety plan, and any other information which the LACMTA may require. LACMTA may approve, disapprove or limit the Work Plan in its sole and absolute discretion. The LACMTA representative for approval of the environmental Work Plan is Matt Fraychineaud, whose address is Real Estate Department, One Gateway Plaza, 13th Floor, Los Angeles, CA 90012; telephone number (213) 922-2428. The MTA representative for approval of the geotechnical Work Plan is Aspet Davidian, whose address is MTA, One Gateway Plaza, 16th Floor, Los Angeles, California 90012; telephone number (213) 922-5258. Should any work require the need to enter in or around an LACMTA operating facility, a subway tunnel, an LACMTA active rail right of way or active busway, the requirements contained in Exhibit "B" shall apply. Permittee understands and agrees that due to the hazardous nature of working in or around an active LACMTA facility, subway tunnel, an LACMTA rail right of way or active busway, Permittee and its contractors must comply with the terms and conditions contained in Exhibit "B" at all times.

Prior to Permittee entering the Property, Permittee shall coordinate all property visits with _____ at (213) 922-_____.

(b) Not perform any work on the Property in connection with the Assessments which is not set forth in the LACMTA-approved Work Plan.

(c) Not make any changes to its LACMTA-approved work plan, or any testing, monitoring or other work described therein, without LACMTA's prior written consent, which consent may be withheld in LACMTA's sole and absolute discretion. Upon ascertaining the exact location of the soil borings, each location shall be identified with white spray paint or wooden surveyor stakes, or by other appropriate means, for review in advance by LACMTA. LACMTA's representative approval for each location must be received prior to Permittee breaking ground.

(d) Within sixty (60) days after the conclusion of the Assessments, disclose and furnish to LACMTA copies of: (i) all results (including all technical data and laboratory reports) of any sampling and any analytical tests performed in the course of the Assessments, (ii) all evaluations, technical data and analyses, reports, and recommendations of Permittee or its consultants relating to environmental conditions in, on, or under the Property; and (iii) all plans, permits, registrations, approvals, orders, notices (including notices of violation and notices to comply), inquiries, directives, guidelines, standards, reports (routine and non-routine), and other correspondence submitted to or received from, any federal, state, or local governmental authority regarding the Assessments if applicable.

(e) Immediately notify LACMTA of any spill, release, or discharge of any hazardous material or substances in, on, under or about the Property that results from, or is related to, the Assessments. As used in this Permit, the term "hazardous" shall include any substance, material, waste, pollutant, contaminant or matter now or hereafter regulated by any environmental law, rule or regulation.

(f) Within ten (10) business days from the receipt of the laboratory analysis to characterize the waste, or sixty (60) calendar days from the date of accumulation, whichever is less, Permittee shall remove and properly dispose as required by federal, state and local law, all waste soil and water resulting from the Assessments. All test boring holes shall be securely backfilled or plugged with volclay-type grout. The surface shall be patched with cement or asphalt (dry patch) to match the surrounding ground surface, if applicable, after the soil samples have been obtained. Permittee shall use its best reasonable and feasible efforts to return the property and all physical features and structures on the property as nearly as possible to its original condition at the sole expense of Permittee. Any drill cuttings or soils or wastewater resulting from the Assessments that are determined to be hazardous waste, or contain petroleum compounds or other constituents that are not considered to be naturally-occurring, shall be properly disposed of pursuant to federal and state law. (Except as may otherwise be provided in Permittee's Work Plan, as approved by LACMTA, nothing under this Permit shall give Permittee the right to use the Property to treat, store or dispose of any wastes or hazardous materials or substances.) Investigative-derived waste (e.g., soil cuttings and/or decontamination rinse water, "IDW") that is generated during the field activities may not be stored on-site unless allowed by Permittee's LACMTA-approved Work Plan.

(g) Ensure that all documentation for transportation or disposal of such IDW, wastes or hazardous materials and substances from the Property shall be prepared and executed in Permittee's name only and LACMTA shall have no responsibility or liability therefor.

5. Prior to and as a condition precedent to the execution of this Permit by LACMTA, Permittee shall submit to LACMTA a permit processing fee in the amount of _____ Dollars (\$_____) in the form of cash or certified check. The permit processing fee will be used to reimburse LACMTA's initial costs of reviewing the Work Plan and issuing this Permit, provided, however, if LACMTA is required to perform any engineering studies, other reviews or approvals, technical services or supervision, guards or flagman for Site testing or inspections, or other services, LACMTA reserves the right as a condition to providing such technical services, to request payment as may be reasonably necessary to cover the costs of providing such services. If Permittee does not consent, LACMTA reserves the right to decline to provide the services.

6. INSURANCE AND INDEMNIFICATION

Permittee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to LACMTA), and hold harmless LACMTA and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all losses, liabilities, claims, demands, causes of action, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the

Permittee, or its officers, directors, affiliates, employees, consultants, agents, interns, or anyone directly or indirectly employed by or for whose acts Permittee is liable (collectively, "Personnel") or invitees of Permittee in connection with Permittee or its Personnel's use of the LACMTA Property or arising from the presence upon or performance of activities by Permittee or its Personnel with respect to the LACMTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Permittee or its Personnel, (iii) non-performance or breach by Permittee or its Personnel of any term or condition of this Agreement or (iv) any release of hazardous substances or materials by Permittee or its Personnel on the LACMTA Property, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the Property caused by the Permittee or its agents, employees or contractors, Permittee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the Property and all affected adjacent property, whether or not owned by LACMTA) and return the affected property to the condition existing prior to such Release or contamination, to the satisfaction of LACMTA and any governmental authorities having jurisdiction thereover.

7. While this Permit is in effect, Permittee shall maintain and furnish evidence of the following insurance:

- A policy of comprehensive general liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence naming the LACMTA, its officers, agents and employees as additional insureds; and
- Automobile liability insurance in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and
- Employer's Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and
- Contractors Pollution Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) annual aggregate; and
- Railroad Protective Liability insurance coverage in the amount of Two

Million Dollars (\$2,000,000) per occurrence. Aggregate limit shall apply separately to this Property or the aggregate limit shall be twice the required per occurrence limit. (Coverage required if Property is located within fifty (50) feet of an active railroad; and

- Worker's Compensation coverage as provided by the State of California Labor Code.

Permittee shall pay all premiums and assessments on the insurance coverage required by this paragraph when due and shall provide LACMTA certificates of insurance required to be maintained by Permittee prior to the date of the commencement of any activities by same on the Property. The certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) calendar days' prior written notice to LACMTA. The LACMTA, its subsidiaries, and affiliated companies, and their officers, employees, and agents shall be named as additional insureds in each of the insurance policies except worker's compensation. All policies shall be endorsed to provide that underwriters and insurance companies of Permittee shall not have any right of subrogation against the LACMTA, its subsidiaries and affiliated companies, and their officers, employees, agents, contractors, subcontractors, underwriters and insurance companies.

8. Upon Termination of this Permit, Permittee shall remove all its equipment and restore the Property to substantially the same condition that existed prior to Permittee's initiation of work at Permittee's sole cost and expense. If Permittee fails to do so within thirty (30) days of such event, LACMTA may at its option either perform the same at Permittee's expense payable upon demand, or assume title and ownership of such equipment.

9. Permittee shall not permit to be placed upon the Property any gasoline or any hazardous, toxic or explosive material, waste or substance.

10. Permittee, at its own cost and expense, shall take all necessary safety and security precautions in connection with its activities hereunder including, without limitation, ensuring that any holes or ditches as well as any mounds or other inclines created by any excavation or boring are properly secured and storing all tools, materials and equipment used in conjunction with the performance of any activity under this Permit in a safe and secure manner. Permittee understands that if LACMTA uses the Property as an active Metro rail or bus facility, Permittee shall comply with Section 4a above. Permittee shall not interfere with or impair LACMTA operations, access, or other LACMTA activities on the Property.

11. LACMTA may inspect the Property covered by this Permit at any or all times.

12. Permittee acknowledges that the Property is or may in the future be adjacent and/or proximate to the LACMTA Property used for public transit purposes, which may include rail lines, tracks or dedicated roadway, rail storage yards, trains, buses or other

vehicles utilized by LACMTA and (i) any transit company validly operating public transit lines on the city streets surrounding the LACMTA Property or which operates or maintains the Transit Facilities; (ii) any other persons employed, retained or engaged by LACMTA for that purpose, or for the purpose of maintaining, repairing, restoring or reconstructing the Transit Facility; and (iii) LACMTA's successors and assigns ("Transit Operators"), and all equipment and improvements related to the construction, maintenance or operation of public transit facilities in, on, over or under the LACMTA Property and the adjoining streets, sidewalks and public rights-of-way (the "Transit Facilities"). Permittee further acknowledges that, in connection therewith, Permittee and any users or occupiers of the Property may be subjected to disturbance, inconvenience, annoyance and nuisance associated with or related to (a) the construction, operation, use, repair, maintenance, replacement or reconstruction on or of the Transit Facilities, (b) the operation of public transit service in, on, under, or over the Transit Facilities, (c) the activities of patrons, employees, contractors, consultants, Transit Operators or agents in and around the Transit Facilities, which include all: (1) vehicle exhaust, (2) noise ; (3) vibrations, (4) odors and (5) lighting from the LACMTA Property (collectively, the "Transit Proximity Risks"). Notwithstanding the foregoing, the Transit Proximity Risks do not include bodily injury or property damage directly caused by the gross negligence or intentional misconduct of LACMTA or Transit Operators on the Property.

13. Permittee, on behalf of itself, any users or occupiers of the Property and its or their respective owners, members, partners, stockholders, and contractors (the "Releasing Parties"), hereby releases and waives all claims against LACMTA and Transit Operators, for any loss sustained by, or any damage to or injury of, the Releasing Parties and their property, arising out of the Transit Proximity Risks. To the maximum extent allowed by law, Permittee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the LACMTA Property and any other property of, or under the control or custody of, Permittee, which is on or near the Property. Permittee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the LACMTA Property, accident or fire or other casualty on the LACMTA Property, or electrical discharge, and Transit Proximity Risks. Permittee, on behalf of itself and its officers, directors, successors and assigns, as a material part of the consideration for this Agreement, hereby waives all claims and demands against LACMTA and Transit Operators for any such loss, damage or injury of Permittee and/or its Personnel. In that connection, Permittee waives the benefit of California Civil Code Section 1542, which provides as follows:

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

Permittee: _____

140

14. LACMTA may terminate or temporarily suspend this Permit and be relieved of any further performance if Permittee fails to perform any material covenant herein contained at the time and in the manner provided of if LACMTA or any other person discovers any dangerous condition on the Property. LACMTA may, by written notice to the Permittee terminate or temporarily suspend this Permit in whole or in part at any time for LACMTA's convenience. Upon receipt of such notice, the Permittee shall immediately vacate the Property. Termination or suspension of this Permit shall be effective as of the date of receipt by the Permittee of such notice or three business days after the date LACMTA deposits the Notice in the U.S. Mail. The termination or suspension of this Permit shall in no way prejudice any of the other rights and remedies available to LACMTA under this Permit, at law or in equity.

15. Notices shall be mailed or delivered as follows:

To LACMTA:

Los Angeles County Metropolitan Transportation Authority
 One Gateway Plaza - 13th Floor (Mail Stop 99-13-8)
 Los Angeles, CA 90012-2952
 Attn: Velma Marshall
 Deputy Executive Officer – Real Estate
 (213) 922-2415 (Telephone)
 (213) 922-2440 (FAX)

To Permittee:

(Company Name)
 (Address)
 (City, State, Zip Code)
 Attn: Mr./Ms.
 (xxx) xxx-xxxx (Telephone)
 (xxx) xxx-xxxx (FAX)

All written notices shall be deposited in the United States mail, postage prepaid, or delivered personally or by overnight courier.

16. The parties hereto agree that to their knowledge, no Board member, officer or employee of the Los Angeles County Metropolitan Transportation Authority has any financial interest in this transaction, and that if any such interest comes to the knowledge of either party at any time, full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under the laws of the State of California.

17. To the extent permitted by law and unless Permittee has obtained the prior written consent of LACMTA, Permittee hereby covenants and agrees to: (i) keep all information concerning or arising from the Assessments confidential; and (ii) refrain from disclosing or divulging such information to third parties (except as may be required, by order of a governmental agency having jurisdiction over the Assessments). Further, Permittee shall ensure that, to the extent permitted by law, Permittee's representatives: (i) keep all information concerning or arising from the Assessments confidential; and (ii) refrain from disclosing or divulging such information to third parties (except as may be required by order of a governmental agency having jurisdiction over the Assessments).

Notwithstanding anything in this Permit to the contrary, Permittee may make disclosures (a) to Permittee's consultants and attorneys or to any governmental agency whose review thereof is reasonably necessary to Permittee's determination as to the feasibility of the Property as a joint development site, (b) to any person in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction or as otherwise required to comply with laws or regulations applicable to Permittee. Further, Permittee shall have no obligation to keep confidential any such information that was in the public domain prior to the date of this Permit or subsequently came into the public domain through no fault of the Permittee or that was otherwise lawfully received by Permittee from a third party (provided such third party is not known to the Permittee to be prohibited from disclosing such information by legal, contractual or fiduciary obligation to the Permittee).

In the event that Permittee believes that it, or its representatives, are legally compelled to disclose any of the information concerning or arising from the Assessments to any person or entity other than the LACMTA, including a governmental agency or other third party not authorized to receive such information under this Permit, Permittee shall immediately notify LACMTA, prior to such disclosure, of such action. The provisions of this paragraph shall survive the termination of this Permit.

IN WITNESS WHEREOF, LACMTA and Permittee have signed this Permit as of the dates set forth below.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

By _____
Velma C. Marshall,
Deputy Executive Officer, Real Estate

Date

142

PERMITTEE:

(Company Name)

By _____

Date

Name: _____

Title: _____

By _____

Date

Name: _____

Title: _____

APPROVED AS TO FORM
ANDREA SHERIDAN ORDIN

County Counsel

By: _____
Deputy

143
4

EXHIBIT A

SITE PLAN

EXHIBIT B**LACMTA Facilities, Subway and Rail Right of Way Additional Requirements**

Permittee and its agents, employees and contractors shall comply with the below rules and requirements when working on or around LACMTA's facilities, the subway or active rail right of way:

1. Permittee shall perform all of its activities on the Property (i) in compliance with all LACMTA approvals required under this Permit; (ii) in accordance with established LACMTA rules, regulations, procedures and requirements for activities conducted in areas on, near or adjacent to LACMTA's rail lines, subway systems, bus layover facilities and other respective related improvements and appurtenances.
2. Permittee shall ensure that its agents, employees and contractors entering the Property to perform an activity on behalf of Permittee under this Permit shall, prior to entering the Property, attend the applicable LACMTA safety training and obtain the appropriate safety certification to perform the work contemplated by this Permit on the Property.
3. Permittee shall ensure that its agents, employees and contractors shall conduct all activities on the Property in accordance with LACMTA's written Track Allocation Procedures, as it may exist from time to time. Permittee shall not enter the Property until it has received the applicable approvals and permits required by the Track Allocation Procedures.
4. In the event of an emergency resulting from Permittee's or its Contractor's activities under this Permit that threatens or endangers (a) human life or safety, (b) material damage to any LACMTA property (including the LACMTA facilities), or (c) operation of the LACMTA facilities, or any other improvement or appurtenance of LACMTA, Permittee shall promptly notify the LACMTA's rail operation control center at **323-563-5290** or **323-563-5022** and LACMTA's contact person set forth in the Permit. Thereafter, Permittee may undertake such measure as are reasonably necessary to remedy such emergency provided that Permittee (1) acts in good faith; (2) uses its best efforts to remedy the emergency immediately; (3) otherwise conforms to the extent practicable, to the applicable provision of this Permit; and (4) follows all directives issues by the Rail Operation Control Center and/or LACMTA's Contact Person with respect to such emergency work. LACMTA reserves the right to change the telephone numbers listed above by delivering written notice thereof to Permittee.

LEASE AGREEMENT

This Lease, made and entered into this 14th day of Sept., 1998, by and between BANK OF AMERICA NT & SA, a national banking association ("Lessor") and CITY OF CULVER CITY, a municipal corporation, organized and existing under its charter and the California constitution ("City").

WHEREAS, City and PACIFIC SOUTHWEST REALTY COMPANY, a Delaware corporation, ("Pacific Southwest") are parties to that certain lease dated November 28, 1961, as modified by the certain lease dated June 1, 1967 (hereinafter collectively, the "Original Lease");

WHEREAS, Pacific Southwest was acquired by Lessor on October 29, 1992, and Lessor is now the lessor under the Original Lease;

WHEREAS, the purpose of the Original Lease has been to combine Lots 15, 16 and 17, in Block 15 of Tract No. 2444, as per Map recorded in Book 24, page 7 of Maps of the Office of the County Recorder for the County of Los Angeles (the "Lessor's Property"), which are owned by Lessor, with Lots 11, 12, 13, 14, and 18 of the same Block, Tract and Map ("City's Property"), which are owned by City, to create one continuous and cohesive off-street passenger vehicle parking lot for the general public (the "Cardiff Lot");

WHEREAS, City has, for the last almost thirty-eight (38) years, complied and continues, to date, to comply with the above mentioned purpose of the Original Lease;

WHEREAS, because of the passage of time, of the installation of public and private physical improvements in the area surrounding the Cardiff Lot (the "Downtown Area") and of changes in the parking needs of the Downtown Area, City desires to construct, maintain and operate an approximately 390-space, 48-foot high, state-of -the-art parking structure on the Cardiff Lot to serve the off-street passenger vehicle parking needs of the general public in the Downtown Area (the "Parking Structure");

WHEREAS, to support the Parking Structure and the Downtown Area, as well as Lessor's particular needs, the parties again desire to modify the Original Lease.

NOW, THEREFORE, Lessor and City agree as follows:

1. Termination of Original Lease. The terms and conditions of the Original Lease are hereby terminated and of no further force and effect. The City shall remain liable for any and all of its obligations under the Original Lease which accrued or arose prior to the date of this Lease.
2. New Lease. Lessor hereby leases to City, and City hereby leases from Lessor, for

the term and subject to the agreements, covenants, conditions and provisions hereinafter set forth, the Lessor's Property. The Lessor's Property may only be used for the construction, maintenance and operation of the Parking Structure in accordance with the terms of this Lease. City shall continuously operate the Parking Structure during the term of this Lease.

3. Term. The term of this Lease shall commence on the date first written above and shall continue indefinitely on a month to month basis, unless terminated pursuant to Paragraph 12.

4. Required Payments By City. The parties acknowledge City shall not be responsible for any monthly base rent. In consideration of the foregoing, City hereby agrees that, in the event the City ever charges money for use of the Parking Structure, fifty percent (50%) of net revenues realized by the City shall be paid to Lessor. In addition, City, at all times, shall pay prior to delinquency, whether or not now customary or within the contemplation of the parties hereto, any and all taxes or assessments related to the Lessor's Property and any and all costs and operating expenses of any kind related to the operation, management, maintenance and repair of the Parking Structure, including, without limitation, all taxes, insurance, utilities, landscaping, janitorial, and the like.

5. Construction of Parking Structure. The Parking Structure shall be constructed substantially in conformance with the plans approved by the Culver City Redevelopment Agency ("Agency") on January 20, 1998 (the "Plans").

(a) Representations and Warranties. City represents, warrants and covenants that:

(i) the Plans have been prepared by an architect or engineer licensed to practice as such in California;

(ii) the Plans include or show, without limitation, grading and drainage plans, soil geology tests, utilities, sewer and service connections, locations of ingress and egress to and from the Lessor's Property, curbs, gutters, parkways, lighting, design and locations for outdoor signs, storage areas and landscaping;

(iii) City hereby determines the Plans are within the purview and scope of the applicable zoning and other governmental regulations, including the Subdivision Map Act, governing the construction and operation of the Parking Structure.

(b) Construction Schedule. After the date City obtains all authorizations and permits required by any governing public agencies for construction (the "Approvals") and in any event no later than December 31, 1998, City will enter into a construction contract with a licensed California general contractor for the construction of the Parking Structure and cause construction to commence in accordance with the Plans. City will thereafter cause such general contractor to complete substantial construction of the Parking Structure by no later than December 31, 1999.

(c) Workmanship. All construction work shall be performed in good and workmanlike manner and shall comply with the Plans and with all applicable governmental permits, authorizations and laws.

(d) Lessor's Review and Input During Construction. Lessor shall have the right to review the construction activities with reasonable on-site visits and provide input regarding City's construction activities at all stages of construction. Upon substantial completion of the Parking Structure, City will file or cause to be filed a notice of completion and Lessor agrees to execute such notice if requested by City.

(e) During Construction Period. The following provisions are applicable during the period of time that City constructs the Parking Structure:

(i) Notice of Commencement. City must notify Lessor of City's intention to commence construction at least two days before commencement thereof or delivery of any materials. Lessor will have the right to post and maintain on the Lessor's Property any notices of nonresponsibility provided for under applicable law.

(ii) General Contract. City will furnish Lessor with a true copy of City's contract with the general contractor.

(iv) No Interference. City shall use its best efforts to cause the hours and manner of construction of the Parking Structure to be of such a nature as to minimize, to the greatest extent possible, any negative impacts on the operation of Lessor's business located at 9453 Culver Boulevard and ingress and egress thereto.

(v) On-Street Parking. During the construction of the Parking Structure, City shall ensure the on-street parking spaces on Cardiff Avenue depicted on Exhibit A, hereto, which is incorporated into this Lease by this reference as though set forth in full, shall remain for use of parking of passenger vehicles of the general public and be posted and enforced with time limits of not more than thirty (30) minutes during the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday, State holidays excluded.

(e) Opening of Parking Structure. City will open the Parking Structure to Lessor and the general public as soon as practicable after substantial completion of construction.

6. Post-Construction Parking.

(a) Thirty Minute Parking. During the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday, State holidays excluded, City shall post and enforce time limits of not more than thirty (30) minutes for the six (6) spaces on the ground floor of the Parking Structure as shown in Exhibit C, hereto, which is incorporated into this Lease by this reference as though set forth in full.

(b) On-Street Parking. After construction of the Parking Structure is completed, City shall ensure the on-street parking spaces on Cardiff Avenue depicted on Exhibit B, hereto, which is incorporated into this Lease by this reference as though set forth in full, shall remain for use of parking of passenger vehicles of the general public and be posted and enforced with time limits of not more than thirty (30) minutes during the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday, State holidays excluded.

(c) Employee Parking. During the term of this lease, City shall maintain eighteen (18) parking spaces in the Parking Structure for the non-exclusive use of Lessor's employees for vehicle parking purposes during normal working hours. Such use shall be subject only to those requirements which are also applicable to all similar users of the Parking Structure.

(d) Satisfaction of Parking Density Requirements. City hereby confirms that Lessor shall be credited, during the term of this Lease, with twenty (20) parking spaces toward any and all parking space and parking density requirements now or hereafter imposed by City which are applicable to Lessor's property located at 9453 Culver Boulevard.

7. Indemnification. City shall, and hereby does, agree to indemnify, defend and hold harmless Lessor and any of its employees, officers, parent companies or subsidiaries from any and all claims, judgments, liabilities, awards, costs and fees ("Claims"), resulting from any personal or property damage, bodily injury or death suffered by any party, including Lessor and any of its employees, officers and subsidiaries, which may arise from the negligent or willful acts or omissions of City, Agency, or any of their officers, employees or agents arising, directly or indirectly, from the construction, maintenance or operation of the Parking Structure, except for Claims arising from the sole negligence or willful misconduct of Lessor, its agents, officers, or employees.

8. Self-insurance. Not as any limit to the City's obligations established pursuant to Paragraph 7, the City shall maintain sufficient funding for a self-insurance program of no more than \$1,000,000 and shall maintain excess insurance of at least \$5,000,000.

9. Hazardous Materials. City shall not allow the release of hazardous substances in, on, under, or from the Cardiff Lot. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances.

In the event of any release of a hazardous substance, City shall be responsible for all costs of remediation and removal of such substances in accordance with applicable rules and regulations of governmental authorities.

City agrees to assume the defense of, indemnify, defend and hold harmless, Lessor and any of its employees, officers, parent companies or subsidiaries from any and all claims, costs, and expenses related to environmental liabilities resulting from City's construction, maintenance and operation of the Parking Structure, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damage for injury to natural resources or the public, and cost of any health assessment or health effect studies.

10. Alterations. City may make any alterations, additions or improvements to or of the exterior of the Parking Structure as City deems appropriate without the necessity for Lessor's consent, provided that such alterations do not change the exterior appearance of the Parking Structure. Any such structural or non-structural alterations, additions or improvements which change the exterior appearance of the Parking Structure shall require the prior approval of Lessor, which approval shall not be unreasonably withheld or delayed. All such alterations, additions and improvements to the Lessor's Property will be made by City at City's sole cost and expense.

11. Title to Improvements and Removal Upon Termination.

(a) Throughout the term of this Lease, title to the Parking Structure, all fixtures in or appurtenant thereto, and all changes, additions and alterations therein, and all renewals and replacements thereof, when, erected, constructed, installed or placed upon the Lessor's Property are and shall remain vested in the City.

(b) Upon termination of this Lease, City shall remove the Parking Structure any and all related improvements from Lessor's Property and return Lessor's Property to a rough graded, at-grade site. City shall cause such removal and land restoration to be completed in accordance with all applicable laws no later than the date which is One Hundred Eighty (180) days after the date this Lease is terminated; provided, that if through no fault of City such removal and restoration cannot be completed within that time, then such removal and restoration shall be diligently pursued and completed with the least delay reasonably possible. City shall, and hereby does, agree to indemnify, defend and hold harmless, Lessor and all of its employees, officers, parent companies and subsidiaries from any and all Claims (as defined in Section 7 above) related in any manner to City's removal of the Parking Structure and all related improvements and restoration of the Lessor's Property. The indemnification set forth immediately above shall survive termination of this Lease.

12. Events of Default and Remedies. If one or more of the following events ("Event of Default") occurs, such occurrence constitutes a breach of this Lease by City:

(a) City fails to pay any sum or charge payable by City hereunder as and when the same becomes due and payable, and such failure continues for more than forty-five (45) days after Lessor gives written notice thereof to City; or

(b) City fails to perform or observe any other agreement, covenant, condition or provision of this Lease hereof to be performed or observed by City as and when performance or observance is due, and such failure continues for more than **sixty (60)** days after Lessor gives written notice thereof to City or, if such default cannot be cured within sixty (60) days and City fails within such period to commence with due diligence and dispatch the curing of such default or, having so commenced, thereafter fails to prosecute or complete with due diligence and dispatch the curing of such default.

If an Event of Default occurs, Lessor at any time thereafter has the right to terminate this Lease. Upon such termination, Lessor has the right to recover from City all amounts necessary to compensate Lessor for all the detriment proximately caused by City's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including without limitation, all damages and other amounts provided for under California Civil Code Section 1951.2.

In the event of any termination of this Lease by reason of City's default, Lessor has the immediate right to enter upon and repossess the Lessor's Property, and any personal property of City may be removed from the Lessor's Property and stored in any public warehouse at the risk and expense of City.

Lessor has the remedy described in California Civil Code Section 1951.4 (Lessor may continue Lease in effect after City's breach and abandonment and recover rent as it becomes due). Even though City has breached this Lease, this Lease will continue in effect for so long as Lessor does not terminate City's right to possession, and Lessor has the right to enforce all its rights and remedies under this Lease, including the right to recover any and all money as it becomes due under this Lease. Acts of maintenance or preservation or efforts to re-let the Lessor's Property or the appointment of a receiver upon initiative of Lessor to protect Lessor's interest, under this Lease will not constitute a termination of City's right to possession unless written notice of termination is given by Lessor to City.

The remedies provided for in this Lease are cumulative and are in addition to all other remedies available to Lessor at law or in equity by statute or otherwise.

13. **Liens.** City will keep the Lessor's Property free from any liens arising out of any work performed, materials furnished or obligations incurred by City. Lessor has the right to post and keep posted on the Lessor's Property any notices that may be provided by law or which Lessor may deem to be proper for the protection of Lessor from such liens.

14. **Repairs.** At all times during the term hereof, City, at its sole cost and expense, will keep the Lessor's Property, the Parking Structure, and every part thereof, and all equipment, fixtures and improvements therein, in good condition and repair, ordinary wear and tear and damage thereto by fire, earthquake, act of God or the elements excepted. City acknowledges and agrees that Lessor shall have no repair or maintenance obligations whatsoever with respect to the Lessor's Property or the Parking Structure. City will permit no waste, damage or injury to the Lessor's Property and will initiate and carry out a program of regular maintenance and repair of

the Lessor's Property, including the painting or refinishing of all areas of the exterior and interior of the Parking Structure so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition.

15. Assignment and Subletting. Except as expressly permitted below, without the prior written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed, City will not assign or sublet this Lease or any interest herein. Should City desire to enter into an assignment or sublease, City shall request, in writing, Lessor's consent to the proposed transaction at least thirty (30) days before the effective date of the proposed transaction, providing the following:

- (a) the full particulars of the proposed transaction including its nature, effective date, terms and conditions, and copies of any offers, draft agreements, subleases, letters of commitment or intent and other documents pertaining to the proposed transaction;
- (b) a description of the identity, net worth and previous business experience of the proposed transferee including, without limitation, if available, copies of the proposed transferee's latest income, balance sheet and changes in position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, and certified as accurate by the proposed transferee; and
- (c) any further information relevant to the proposed transfer which Lessor shall request within ten (10) days after receipt of City's request for consent.

Lessor shall use commercially reasonable efforts to respond in writing to City's request for consent within twenty (20) days after receipt of City's request for such consent. City covenants and agrees that no assignment or sublease or other agreement shall relieve City from any of its covenants and obligations accruing after the effective date of such agreement, and City will remain liable under this Lease for the full term hereof.

16. Assignment to Agency. Notwithstanding the foregoing Paragraph 15 and without approval from Lessor, City may assign its rights and obligations under this Lease to Agency. City covenants and agrees that no such assignment to the Agency shall relieve City from any of its covenants and obligations accruing after such assignment, and City will remain liable under this Lease for the full term hereof.

17. Attorneys Fees. If there is any legal action or proceeding between Lessor and City to enforce any provision of this Lease or to protect or establish any right or remedy of either Lessor or City hereunder, the unsuccessful party to such action or proceeding will pay to the prevailing party all costs and expenses, and reasonable attorney's fees, including allocated costs of Lessor's in-house attorney, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith and, if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment. In the

event of litigation with respect to issues under this Lease, the prevailing party shall be entitled to reasonable court costs and attorneys' fees.

18. Authorization. Lessor and City have duly authorized the undersigneds to bind each entity, respectively.

19. Integration; Modification. This Lease contains the complete expression of the whole agreement between City and Lessor, and there are no promises, representations, agreements, warranties, or inducements, either expressed verbally or implied, except as are fully set forth herein. This Lease cannot be amended, modified, or changed in any respect except by mutual written agreement.

20. Sale. If the original Lessor hereunder, or any successor owner of the Lessor's Property, sells or conveys the Lessor's Property, all liabilities and obligations on the part of the original Lessor, or such successor owner, under this Lease accruing after such sale or conveyance will terminate and the original Lessor, or such successor owner, will automatically be released therefrom. City agrees to attorn to such new owner.

21. Waiver. The waiver by Lessor of any breach of any agreement, covenant, condition or provision in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, covenant, condition or provision of this Lease, nor will any custom or practice which may grow up between Lessor and City in the administration of this Lease be construed to waive or to lessen the right of Lessor to insist upon the performance by Lessor in strict accordance with this Lease. The subsequent acceptance of rent hereunder by Lessor or the payment of rent by City will not be deemed to be a waiver of any preceding breach by Lessor or City or any agreement, covenant, condition or provision in this Lease, other than the failure of City to pay the specific rent so accepted, regardless of Lessor's or City's knowledge of such preceding breach at the time of acceptance or payment of such rent.

22. Memorandum of Lease. The parties will execute and record a memorandum of this Lease in the form attached hereto as Exhibit D. Promptly upon termination of this Lease, City will execute, acknowledge and deliver to Lessor a quitclaim deed relinquishing all interest in the Lessor's Property.

23. Cooperation of Parties. Lessor and City each will cooperate with the other in performing the agreements, covenants, conditions and provisions of this Lease so as to allow the other to achieve its reasonable expectations with respect to the same. Neither party will take any action which would frustrate the other's ability to achieve the benefits to be enjoyed under this Lease.

24. Headings. The title or headings of the various sections, articles and paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed for any purpose whatever to modify or explain or place any construction upon any of the provisions of this Lease.

25. Effective Date. The effective date of this Lease is the date first noted, above.

CITY OF CULVER CITY,
a municipal corporation

By: Jody Hall-Esser
Mrs. Jody Hall-Esser
Chief Administrative Officer

APPROVED AS TO FORM:

Carol A. Schwab
Carol A. Schwab
City Attorney

BANK OF AMERICA NT & SA,
a national banking association

By: Brooke Wolford
Brooke Wolford
Its Vice President & Manager

By: Raymond E. Mueller
Raymond E. Mueller
Its Vice President

EXHIBIT A CURBSIDE PARKING DURING CONSTRUCTION

30-minute spaces

ATTACHMENT 2_Public Parking Facilities

MAIN STREET

CULVER BOULEVARD

BANK OF AMERICA

TOW AWAY NO PARKING 4AM TO 6AM WEEKDAYS
30 MINUTE PARKING

PROPOSED
PARKING STRUCTURE

NO PARKING 4AM TO 6AM WEEKDAYS
2-HOUR PARKING 6AM TO 6PM EXCEPT SUNDAYS AND HOLIDAYS

CONSTRUCTION ZONE
CARDIFF AVENUE

BALIAN MARKET

NO PARKING 8AM TO 10AM THURSDAYS
1-HOUR PARKING 8AM TO 6PM EXCEPT SUNDAYS

NO PARKING 4AM TO 6AM WEDNESDAYS
2-HOUR PARKING 6AM TO 6PM EXCEPT SUNDAYS AND HOLIDAYS

NO PARKING 8AM TO 10AM THURSDAYS
1-HOUR PARKING 8AM TO 6PM EXCEPT SUNDAYS

DRAWN BY:
CABLE PARCA
ENGINEERING DIVISION
DATE: MARCH 14, 1998
FILE NAME: -PKG
VIEW: DURING

VENICE BOULEVARD

-minute spaces

ATTACHMENT 2_Public Parking Facilities

EXHIBIT B

CURBSIDE PARKING
AFTER CONSTRUCTION

CULVER BOULEVARD

BANK OF AMERICA

TOW AWAY NO PARKING 4AM TO 6AM WEEKDAYS
30 MINUTE PARKING

PROPOSED
PARKING STRUCTURE

NO PARKING 4AM TO 6AM WEEKDAYS
2-HOUR PARKING 6AM TO 6PM EXCEPT SUNDAYS AND HOLIDAYS

BALIAN MARKET

NO PARKING 8AM TO 10AM THURSDAYS
1-HOUR PARKING 8AM TO 6PM EXCEPT SUNDAYS

CARDIFF AVENUE

PLZ

DRAWN BY: GABE GARCIA
ENGINEERING DIVISION
DATE: MARCH 14, 1998
FILE NO: CSDJ-PKG
VIEW: AFTER

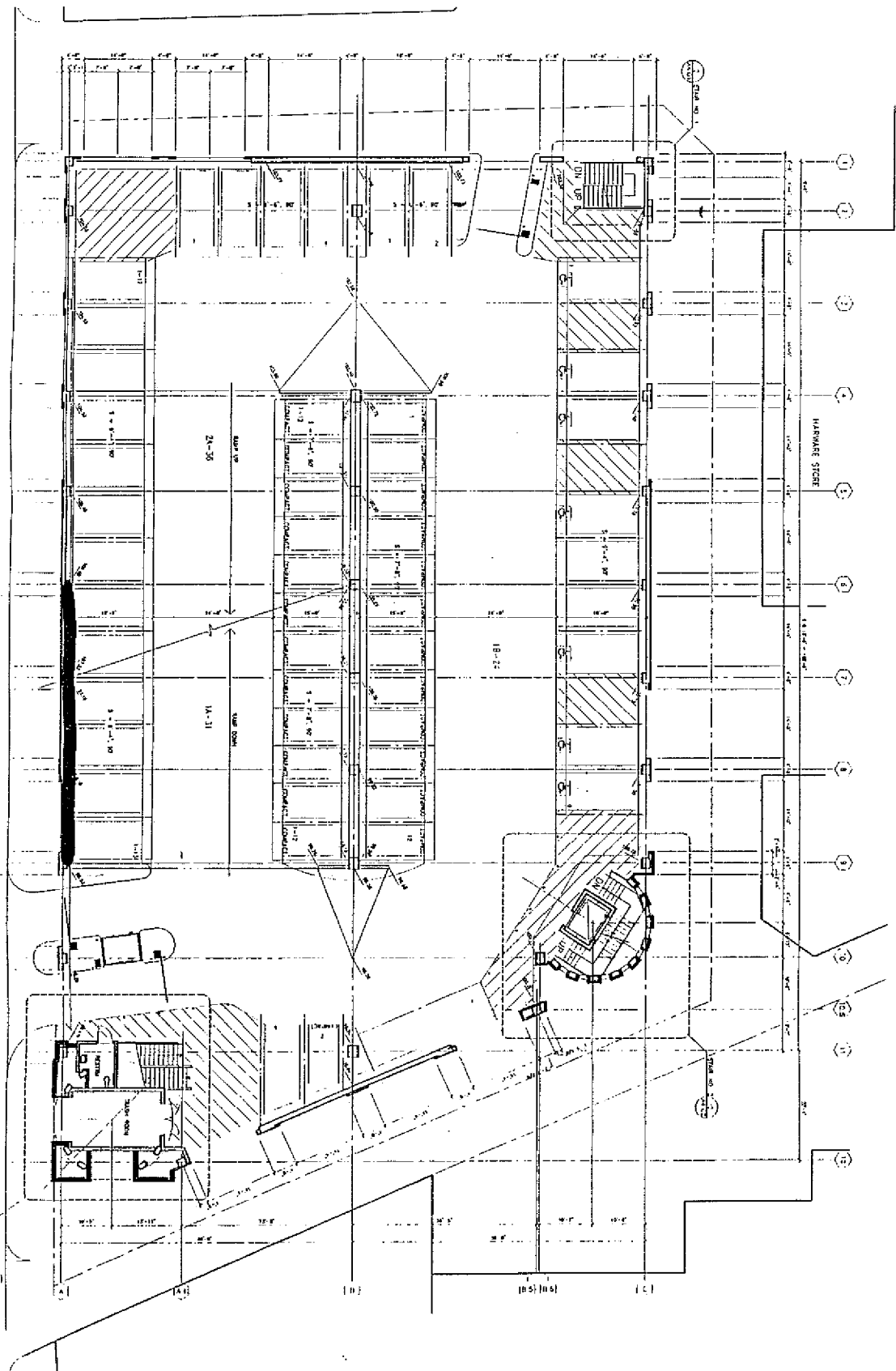
NO PARKING 4AM TO 6AM WEEKDAYS
2-HOUR PARKING 6AM TO 6PM EXCEPT SUNDAYS AND HOLIDAYS

NO PARKING 8AM TO 10AM THURSDAYS
1-HOUR PARKING 8AM TO 6PM EXCEPT SUNDAYS

EXHIBIT C
WITHIN THE PARKING STRUCTURE

30-minute spaces


GROUND LEVEL PLAN



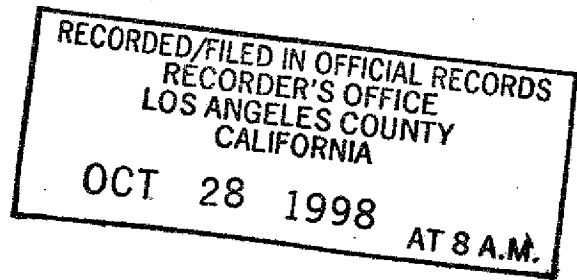
98 1970419

ATTACHMENT 2_Public Parking Facilities

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE CO. OF L.A. AS AN ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS
EFFECT UPON TITLE.

WHEN RECORDED MAIL TO:

CITY OF CULVER CITY
9770 CULVER BLVD
CULVER CITY, CA 90232-0507
ATTN: Susan Berg, Redev. Proj. Mgr



SPACE ABOVE THIS LINE FOR RECORDER'S USE

TITLE(S)

FREE

C

MEMORANDUM OF LEASE

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN
TITLE CO. OF L.A. AS AN ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS
EFFECT UPON TITLE.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
CITY OF CULVER CITY
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: Susan Berg, Redevelopment Project Manager

FREE RECORDING REQUESTED
(Gov't Code Section 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is made as of
September 14, 1998, by and between THE CITY OF CULVER CITY, a municipal
corporation ("City") and BANK OF AMERICA NT & SA, a national banking association
("Lessor"), who agree as follows:

1. Concurrently herewith, City and Lessor have entered into that certain Lease Agreement (the "Lease") with respect to the real property (the "Property") described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Pursuant to the Lease, Lessor hereby leases the Property to City and City hereby accepts tenancy of the Property from Lessor.
2. The provisions of the Lease to be performed by Lessor, whether affirmative or negative in nature, are intended to and shall bind Lessor and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.
3. The provisions of the Lease to be performed by City, whether affirmative or negative in nature, are intended to and shall bind City and its successors and assigns at any time, and shall inure to the benefit of Lessor and its successors and assigns.
4. This Memorandum is prepared for the purpose of recordation only and it in no way modifies the provisions of the Lease.

Exhibit D
Memorandum of Lease
Page 1 of 2

cc:\block\memlease
8-14-98

98 1970419

3

5. Reference is hereby made to the entire Lease for any and all purposes. A true copy of the Lease is on file in the offices of the City, at its offices located at 9770 Culver Boulevard, Culver City, California 90232-0507.

CITY OF CULVER CITY,
a municipal corporation

By: Jody Hall-Esser
Mrs. Jody Hall-Esser
Chief Administrative Officer

APPROVED AS TO FORM:

Carol A. Schwab
Carol A. Schwab
City Attorney

BANK OF AMERICA NT & SA,
a national banking association

By: Brooke Wolford
Brooke Wolford
Its Vice President & Manager

By: Raymond E. Mueller
Raymond E. Mueller
Its Vice President

Exhibit D
Memorandum of Lease
Page 2 of 2

4

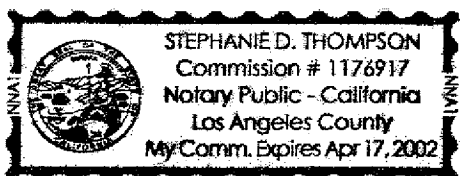
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

} ss.

On 8-25-98, before me, Stephanie D. Thompson,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Brooke Wolford + Raymond E. Mudler
Name(s) of Signer(s)
☒ personally known to me
☐ 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.

WITNESS my hand and official seal.

Stephanie D. Thompson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Exhibit A

Legal Description

Lots 15, 16, and 17 in Block 15 of Tract No. 2444, as per Map
recorded in Book 24, page 7 of Maps of the Office of the County
Recorder for the County of Los Angeles

6

ACKNOWLEDGMENT
(Civil Code Section 1181)

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On September 14, 1998, before me, the undersigned City Attorney
for the City of Culver City, California, personally appeared
Jody Hall-Esser, personally known to me to be the
Chief Administrative Officer of the City of Culver City, whose name is
subscribed to the within instrument, and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the instrument, the entity upon behalf
of which he acted executed the instrument.



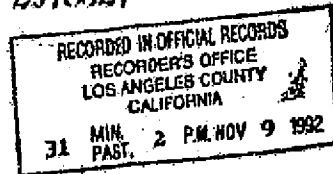
CAROL A. SCHWAB
CITY ATTORNEY
CITY OF CULVER CITY, CALIFORNIA

DP

92-2078327
92 2078327

Recording requested by:

Culver City Redevelopment Agency
9696 Culver Boulevard, Suite 308
Culver City, California 90232



When recorded mail to:
CULVER CITY REDEVELOPMENT AGENCY
9696 Culver Boulevard, Suite 308
Culver City, California 90232
Attention: Susan Berg

FEE \$ 50.00 R

FREE RECORDING REQUESTED
(See Gov't Code 6103)

DOCUMENTARY TRANSFER TAX
\$ NONE

PARKING LICENSE AGREEMENT

This Parking License Agreement ("License") is entered into by and between the Culver City Redevelopment Agency ("Agency") and Brotman Partners, LP, a California Limited Partnership, dba Brotman Medical Center ("Licensee").

WHEREAS, Licensee needs, requires and desires 97 off-street parking spaces for the benefit of Licensee's property located at 1838 Delmas Terrace, Culver City, California ("Business Property"); and

WHEREAS, Agency owns real property located at 1844-1864 Watseka Avenue, Culver City, California ("Property") whereon the Agency is constructing a public parking structure containing approximately 100 public parking spaces ("Parking Structure") for the benefit of the public patrons and employees of businesses within Licensee's Business Property, as well as the public patrons and employees of businesses in properties owned by others and other members of the public; and

WHEREAS, Agency's purpose in considering construction of the Parking Structure is to provide public parking and thereby assist Licensee and others pursuant to Culver City Municipal Code Section 17-97.1 in reduction or elimination of parking deficiencies identified by the City Planner of the City of Culver City ("City");

NOW, THEREFORE, Agency and Licensee agree as follows:

1. Grant of License. Agency hereby grants Licensee and Licensee's tenants and their respective subtenants, employees, guests and invitees, a license to use 97 parking spaces in the Parking Structure on the terms and conditions set forth in this License. Parking spaces shall be reserved for Licensee and Licensee's tenants and their respective subtenants, employees,

-1-

DP

guests and invites on levels B-1 and B-2 of the Parking Structure on a first-come first-served basis.

a. Reservation of Parking Spaces. Licensee desires access controls at the entrance to and exit from levels B-1 and B-2 and proposes to install and maintain a "PhotoScan System" access control. This system is compatible with access control systems which Licensee uses on its other parking facilities in the vicinity of Licensee's Business Property. Agency agrees with Licensee's need for access controls but desires that such controls be of a "Schlage System". The Schlage System is compatible with the street level access control system and which will be compatible with the access control system which the Agency will install in the new City Hall.

Agency's desired system is estimated to cost \$24,250.00 based on Agency's contractor's estimate. Licensee's proposed access control system is estimated to cost \$11,309.00, 54.88% of the cost of the Agency's desired system, based on Licensee's May 5, 1992 bid from PhotoScan System. By execution of a separate document, Licensee has agreed to pay 100% of the cost of design of the access controls at the entrance to and exit from levels B-1 and B-2.

Licensee and Agency agree that Agency will install and maintain a Schlage System of access controls at the entrance to and exit from levels B-1 and B-2. Licensee will pay Agency \$11,309.00 for the levels B-1 and B-2 access control systems; Agency will absorb the difference in cost between Licensee's \$11,309.00 payment and Agency's actual cost.

b. Payment for B-1/B-2 Access Controls. Upon execution of this License, Licensee shall pay Agency \$11,309.00 for the installation of the B-1/B-2 access controls.

c. Ownership of B-1/B-2 Access Controls. Ownership of the B-1/B-2 access control system shall remain with the Agency. In the event Licensee terminates its License within five (5) years from the date of execution, Licensee may request a return of a portion of its payment for B-1/B-2 access controls reflecting 54.88% of the depreciated value of the access controls at that time.

2. Term of License. The rights and obligations with regard to the use of the Parking Structure created pursuant to this License shall become effective as of the day following the issuance of a Certificate of Occupancy for the Parking Structure by the City of Culver City ("Commencement Date"). The Agency shall give Licensee written notice of the Commencement Date as soon as practicable after the issuance of said Certificate of Occupancy. The rights granted pursuant to this License shall remain in effect until this License is terminated at any time by Agency upon ninety (90) days written notice to Licensee, or

92-2078327

-2-

Licensee's parking spaces have been substituted in accordance with paragraph 14 of this License.

Licensee shall have the right to terminate this License with Agency at any time and for any reason following the fifth year of this License upon giving Agency ninety (90) days written notice.

3. License Fee and Maintenance Costs.

a. License Fee. Licensee agrees to pay a monthly license fee of Forty-Four Dollars (\$44.00) per parking space per month ("License Fee"), subject to the adjustments set forth below. Licensee shall pay the License Fee monthly on or before the first day of each calendar month commencing with the first calendar month beginning after the Commencement Date; provided, however, that the first payment shall also include a prorated amount for any partial month during which the License is in effect after the Commencement Date but before the first day of the next calendar month. Licensee may elect to apply the \$1,000.00 deposited with the Agency pursuant to paragraph 4.a. of this License to the monthly License Fee payments until exhausted by giving written notice of such election to Agency at the address for payment of the License Fee prior to the date on which the first monthly License Fee payment is due. If Licensee so elects, in the month in which the \$1,000.00 deposit is exhausted, Licensee shall pay the balance due on that month's License Fee and commencing with the following month Licensee shall pay the monthly License Fee as provided above.

b. CPI Adjustment. In any year in which a "Market Rate Adjustment" pursuant to subparagraph c., below, is not made, Agency shall adjust the License Fee effective as of the first day of the first month following the anniversary of the Commencement Date ("Annual Adjustment Date"). The adjustment shall be made by adding to or subtracting from the License Fee the product obtained by multiplying the License Fee applicable for the twelve (12) month period preceding such Annual Adjustment Date by the sum of the percentage increase and/or decrease in the "Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles - Anaheim - Riverside - All Items (1982-84=100)", published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), for the year preceding such Annual Adjustment Date. The calculation for the first Annual Adjustment Date shall be based upon a comparison of the CPI for the calendar month immediately preceding the month in which the Commencement Date occurred ("Base Index") with the CPI for the twelfth (12th) calendar month thereafter ("Comparison Index"). For each subsequent annual calculation, the previous Comparison Index shall become the Base Index, the new Comparison Index shall be the CPI for the twelfth month thereafter, and the percentage increase or decrease shall be calculated. If the last Comparison Index is unavailable on the Annual Adjustment Date, Licensee shall pay the same License Fee as for the preceding month and any adjustment for the change in such first month's License Fee shall

92-2078327

-3-

be paid with, or credited against (as the case may be), the License Fee for the second month following the Annual Adjustment Date.

With respect to the use of the CPI in accordance with the provisions of this paragraph, if the Bureau of Labor Statistics ceases to use the 1982-84 average of 100 as the basis of calculation for the CPI, then the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor. If, at the time required for the determination of the amount of any increase in the License Fee, the CPI is no longer published or issued, a reliable governmental or other nonpartisan published index evaluating the information theretofore used in determining the CPI shall be used. If the parties are unable to agree upon the selection of the index which would most accurately carry out the intent hereof, the issue with respect thereto shall be determined by arbitration in accordance with the then-prevailing provisions of the California Code of Civil Procedure and the American Arbitration Association, and each party shall bear equally the costs in connection with such arbitration.

c. Market Rate Adjustment. Additionally, the License Fee shall be adjusted commencing the first day of the first calendar month after every fifth anniversary of the Commencement Date ("Market Rate Adjustment Date"). The adjustment of the License Fee shall be based on a survey by Agency of comparable parking structure rates and charges and shall include information to enable the Agency to reevaluate its decision regarding payment of a maintenance fee as set forth in subparagraph d. hereinafter. No earlier than ninety (90) days and no later than sixty (60) days prior to each Market Rate Adjustment Date, the Agency shall commence a survey of parking rates and charges for comparable parking structures. The survey shall be based on rates prior to City parking taxes and shall include, at a minimum, the following parking structures, which, for the purpose of the survey, shall be deemed to be comparable:

<u>Structure Location</u>	<u>Business Name</u>
9316 Washington Blvd.	The Culver Studios
3950 Overland Ave.	Columbia Studios/Tristar
10000 Washington Blvd.	FilmLand Corporate Center
3825 Hughes	Culver Medical Plaza

If, at the time the survey is conducted, other comparable parking structures are in operation within two (2) miles of the Parking Structure, the Agency may, but shall not be obligated to, include such other parking structures in the survey as well. In the event that any parking structure surveyed does not charge for parking, such parking structure shall be eliminated from the

92-2078327

-4-

survey and the fact that such parking structure does not charge for parking shall not be considered in determining the adjusted License Fee established by the Agency.

No later than thirty five (35) days prior to each Market Rate Adjustment Date, the Agency shall, in the exercise of its reasonable discretion, establish the adjusted License Fee on the basis of the survey of rates charged by comparable parking structures. No later than thirty (30) days prior to each Market Rate Adjustment Date, the Agency shall notify Licensee in writing of the amount of the adjusted License Fee. The decision of the Agency shall be final and binding on Licensee. The License Fee, as adjusted pursuant to this subparagraph c., shall be subject in subsequent years to adjustment pursuant to subparagraph b., above.

During any year in which a Market Rate Adjustment is made, a CPI adjustment pursuant to subparagraph b., above, shall not be made.

d. Maintenance Fee. The Agency agrees to absorb the expense of maintenance and operation of the Parking Structure commencing upon the issuance of the Certificate of Occupancy for the Parking Structure through the first "Market Rate Adjustment Date" as that term is defined in subparagraph c. hereinabove. If the initial or any subsequent Market Rate Adjustment of parking structure rates and charges pursuant to subparagraph c. results in a decision by the Agency to require Licensee to commence payment of a maintenance fee, Agency shall notify Licensee in writing of its decision ("Notification of Maintenance Fee") and the amount of the monthly fee per space. Licensee agrees to pay the monthly maintenance fee per parking space per month ("Maintenance Fee") to reimburse the Agency for Licensee's pro rata share of the Agency's costs of maintaining and operating the Parking Structure. Licensee shall pay the Maintenance Fee monthly on or before the first day of each calendar month commencing with the first calendar month beginning not less than thirty (30) days after Agency's Notification of the Maintenance Fee. Licensee shall pay the Maintenance Fee concurrently with the License Fee.

The amount of the Maintenance Fee shall be determined annually. Agency shall prepare a projected budget for the maintenance and operation of the Parking Structure no less than thirty (30) days prior to the first Notification of Maintenance Fee and each anniversary of this Date. The amount of the Maintenance Fee per parking space per month shall be determined by dividing the total amount projected to be required for the maintenance and operation of the Parking Structure during the next twelve (12) month period by the number of parking spaces in the Parking Structure and then dividing the result by twelve (12).

92-2078327

-5-

The Agency shall notify Licensee of a change in the amount of the Maintenance Fee as soon as practicable after the change in the amount of the Maintenance Fee has been determined. In the event that the changed amount of Maintenance Fee has not been determined or Licensee has not received notice of the amount of the Maintenance Fee in advance of the due date for the first monthly payment thereafter, Licensee shall pay the same Maintenance Fee as for the preceding month (in the case of the determination of the Maintenance Fee for a subsequent twelve (12) month period), and any adjustment for the determination of the amount of the Maintenance Fee shall be paid with, or credited against (as the case may be), the Maintenance Fee for the second month following the notification of change in the Maintenance Fee.

Within ninety (90) days following the end of each twelve (12) month period, Agency shall determine the amount of expenses actually incurred by Agency per parking space per month with respect to the maintenance and operation of the Parking Structure. If maintenance and operation expenses per parking space per month actually incurred by Agency were less than the amount of Maintenance Fee charged, Agency shall refund to Licensee the excess paid by Licensee within thirty (30) days after the amount of the excess has been determined. If maintenance and operation expenses per parking space per month actually incurred by Agency exceeded the amount of Maintenance Fee charged, Agency shall invoice Licensee for the balance due within thirty (30) days after the amount of the balance due has been determined and Licensee shall pay the balance due within thirty (30) days after the date of such invoice.

For the purposes of determining the amount of the Maintenance Fee, the costs of maintaining and operating the Parking Structure shall include, but not be limited to: Salaries and benefits for parking garage attendants; bookkeeping; insurance; management fees; tickets; janitorial and cleaning services; utilities; striping and painting parking surfaces; real property taxes assessed against the Agency's interest in real property, if any; and such other costs and expenses as the Agency reasonably determines are related to the maintenance and operation of the Parking Structure.

e. Memorandum: Minimum License Fee. Upon adjustment of the License Fee or determination of the Maintenance Fee, the parties shall execute a memorandum setting forth such License Fee or Maintenance Fee. Notwithstanding any other provision of this License, the License Fee shall never be less than Forty-Four Dollars (\$44.00) per parking space per month.

f. Address for Payments. License Fee and Maintenance Fee payments shall be made payable to the Agency Treasurer, and shall be paid at Interim City Hall, 4095 Overland Avenue, Culver City, California 90232, or to such other address as Agency may provide to Licensee in writing.

92-2078327

-6-

4. Commitment. Concurrently with the execution of this License, Licensee shall:

a. Pay Agency \$1,000.00 as an advance payment of the License Fee.

b. Pay Agency \$13,109.00 for its share of the cost of B-1/B-2 access controls.

5. Parking Structure Covenant. Concurrently with the execution of this License, Agency shall execute in recordable form a Parking Structure Covenant in compliance with Culver City Municipal Code Section 17-91.7(b). Agency shall record the Parking Structure Covenant promptly following execution of this License by Agency.

6. Indemnification. Licensee hereby indemnifies and holds Agency and its officers, employees, contractors and agents harmless from and against all claims and demands for liability, loss, damage, cost or expense, including property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of the parking structure by, or any act or activities of, Licensee and Licensee's tenants and their respective subtenants, employees, guests and invitees, or any other persons using the Parking Structure in connection with this License.

7. Insurance. Licensee shall maintain liability insurance to protect against loss from liability imposed by law for damages on account of property damage, personal injury and wrongful death, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Licensee or Licensee's tenants and their respective subtenants, employees, guests and invitees, or any other persons using the Parking Structure in connection with this License, or from their use or occupancy of the Parking Structure. Such insurance shall name Agency and the City as additional insureds in a form approved by Agency General Counsel. Within ten (10) days after the Commencement Date, Licensee shall provide Agency with a copy of a certificate of insurance and appropriate endorsement for such policy. At least thirty (30) days prior to expiration of any such policy, Licensee shall provide Agency with a copy of a certificate of insurance reflecting renewal of such policy. All such certificates of insurance shall indicate that Agency and the City are additional insureds.

92-2078327

-7-

8. Rules and Regulations; Use Restrictions. The right to use the Parking Structure shall be subject to such rules and regulations as the Agency may establish from time to time. In addition, neither Licensee nor Licensee's tenants and their respective subtenants, employees, guests and invitees shall have the right to do any of the following:

- a. Make any physical improvements or alterations to the Parking Structure;
- b. Create or permit to continue any dangerous condition in the Parking Structure;
- c. Use the Parking Structure for any annoying or obnoxious activity;
- d. Store, release or dispose of any hazardous material or toxic substance in the Parking Structure; or
- e. Create or permit to continue any condition constituting a public nuisance.

9. Possessory Interest. In the event that the County Assessor of Los Angeles County determines that this License creates a possessory interest in real property in Licensee which is subject to taxation, such tax shall be the sole responsibility of Licensee.

10. Obligation to Refrain from Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, disability or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Parking Structure, and Licensee itself or any person claiming under or through Licensee shall not establish or permit any such practice or practices of discrimination or segregation with reference to the use of the Parking Structure by Licensee or Licensee's tenants and their respective subtenants, employees, guests and invitees.

Any lease or contract between Licensee and any person using the Parking Structure by virtue of a relationship with Licensee shall contain the following language:

- a. In leases: "The lessee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, 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 sex, marital status, race, color, creed, religion, national origin, disability or

92-2078327

-8-

ancestry in the use, occupancy or enjoyment of the Parking Structure, and lessee itself or any person claiming under or through lessee shall not establish or permit any such practice or practices of discrimination or segregation with reference to the use of the Parking Structure by lessee or lessee's tenants, subtenants, employees, guests and invitees."

- b. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, creed, religion, national origin, disability, or ancestry in the use, occupancy or enjoyment of the Parking Structure, nor shall [refer to party executing contract] itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy or enjoyment of the Parking Structure."

11. Non-Liability for Failure to Construct Parking Structure. Agency agrees that if the construction of the Parking Structure has not been completed by October 1, 1992 (subject to Agency's right to unilaterally extend the deadline upon written notice to Licensee no less than fifteen (15) days prior to the deadline then in effect), then:

- a. Agency shall return to Licensee any monies paid pursuant to paragraph 4.a.;
- b. Licensee, Agency and City shall execute, acknowledge and record a document releasing the Business Property Covenant, if any, and releasing the Parking Structure Covenant recorded, if any.

This License shall be deemed terminated upon the completion of the actions specified in subparagraphs a. through c., above. In the event that for any reason construction of the Parking Structure is not completed, Agency and Licensee shall have no liability pursuant to this License except as set forth in this paragraph.

12. Not A Lease. This License shall not be deemed to be or construed to be a lease and Licensee shall not have any of the rights accorded to a tenant by law. In no event shall Licensee be paid or have any claims against Agency's funds for any reason derived from or related to the Parking Structure, including but not limited to insurance proceeds and eminent domain awards, which shall be the sole property of Agency.

13. Notice to Vacate. Licensee agrees that in consideration of this License, any notice required of the Agency by State law,

92-2078327

-9-

including the ninety (90) day notice which may be required by Government Code Section 7267.3 to vacate the subject property is hereby waived by Licensee, and possession of the property shall be delivered to the Agency in accordance with the terms of this license. It is further agreed and acknowledged by Licensee that this license constitutes such notice to vacate as may be required by applicable law.

14. Substitution of Parking Spaces.

a. Right of Substitution. Notwithstanding any other provision of this Agreement, Agency may in its sole discretion substitute other parking spaces for all or any portion of the parking spaces initially licensed to Licensee pursuant to this license.

b. Substituted Parking Spaces. Any such substitute parking spaces shall be equal in number to the parking spaces for which they are substituted and shall be in a parking structure or other parking facility owned and operated by Agency or the City of Culver City ("City") located within 500 feet of Licensee's Business Property. If the substitute parking spaces are in a parking structure or other parking facility owned and operated by City, Agency shall assign its rights and obligations pursuant to this license to City and Licensee shall be deemed to have consented to such assignment of the license. Parking space rates and terms in the substitute location shall be the same as they are in this license. Further, if Licensee entered into the license in order to meet parking requirements pursuant to Culver City Municipal Code, Chapter 37, the substitute spaces shall also meet the requirements of Culver City Municipal Code, Chapter 37.

c. Notice of Substitution. Agency shall give Licensee written notice of its election to provide substitute parking spaces no less than forty-five (45) days prior to the effective date of the substitution. Such notice shall be given as provided in paragraph 16 of this license and shall specify (a) the number of parking spaces being substituted, (b) the location of the substitute parking spaces and (c) the effective date of the substitution.

d. Amended Covenants. Concurrently with giving the Licensee notice of the substitution of the parking spaces, the Agency shall provide Licensee with an amended Parking Structure Covenant, reflecting the substitution. Licensee shall execute and have notarized such amended Covenants and shall return the executed and notarized amended Covenants to the Agency no later than five (5) days prior to the effective date of the substitution of parking spaces.

e. Effect of License. Except as otherwise set forth in this paragraph 14, this license shall remain in full force and effect with respect to the substitute parking spaces. The License Fee and Maintenance Fee for the substitute parking spaces

92-2078327

-10-

shall be determined as though the substitute parking spaces were located in the Parking Structure.

f. Interior Access Controls. If the substitute parking area is determined by Agency to be suitable for interior access controls, and if Licensee desires interior access controls, the following provisions shall govern:

1) Agency shall determine the type of access controls to be installed.

2) Licensee shall pay Agency all costs for design and installation of access controls.

15. Rights and Benefits Not Conferred. Licensee further agrees that execution of this license by the Agency confers no rights or benefits on Licensee except as set forth in this License.

16. Notices. Except as otherwise provided in paragraph 3, any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing delivered by hand, sent prepaid by overnight delivery service or sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Agency:

Culver City Redevelopment Agency
9696 Culver Boulevard, Suite 308
Culver City, California 90232
Attention: Susan Berg
Redevelopment Project Manager

If to Licensee:

Brothman Medical Center
3828 Delmas Terrace
Culver City, California 90231-2459

Attention: Ronald G. Phelps, CEO

When delivered by hand, notice shall be deemed given upon delivery to the intended recipient. When sent by overnight delivery service, notice shall be deemed given on the business day immediately following the date on which such notice is sent. When sent by registered or certified mail, notice shall be deemed to have been given two (2) days after the same has been deposited in any United States Mail collection box. The address or addresses for the purpose of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received, the last address or addressee as stated by written

92-2078327

-11-

notice, shall be deemed to continue in effect for all purposes hereunder.

17. Governing Law. This license shall be governed by and construed in accordance with the laws of the State of California and the parties agree to submit to the jurisdiction of the Superior Court for the County of Los Angeles and the federal District Court for the Central District of California.

18. Attorneys' Fees. In the event legal expenses are incurred or legal action is commenced to interpret or enforce any provision of this License, the prevailing party shall be entitled to recover its costs and expenses incurred, including attorneys' fees, from the party not prevailing.

19. Severability. If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

20. Entire Agreement, Waivers and Amendments. This License shall be executed in two (2) duplicate originals each of which is deemed to be an original. This License includes thirteen (13) pages and one (1) exhibits.

This License 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 the matters addressed herein.

Nothing contained herein in and of itself alters any requirement of the City of Culver City ("City") as to the number of parking spaces required for Licensee's Business Property nor does it alter the terms of the letter addressed to Licensee dated January 10, 1989, attached to this License as Exhibit "A".

All waivers of the provisions of this License must be in writing and signed by the appropriate authorities of Agency or Licensee, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Licensee. This License and any provisions hereof may be amended by mutual written agreement by Licensee and Agency and such amendment shall not require the consent of any other person.

21. Time for Acceptance by Agency; Date of Agreement. This License, when executed by Licensee and delivered to Agency, must be authorized, executed and delivered by Agency within six (6) months after this License is signed by Licensee, or this License may be terminated by Licensee on written notice to the Agency. The date of this License shall be the date it is signed by Agency. In consideration of Agency's continuing to spend substantial sums in furtherance of the completion of plans and specifications for the Parking Structure and in commencing

92-2078327 -12-

bidding and contracting procedures, Licensee agrees that its execution of this License shall be irrevocable for six (6) months after this License is signed by Licensee.

Date: Sept. 8, 1992

CULVER CITY REDEVELOPMENT AGENCY

By: [Signature]
Its: VICE CHAIRMAN

Date: 14 Aug 92

LICENSEE:
By: [Signature]
Its: CEO

APPROVED AS TO FORM:

[Signature]
Agency Counsel

ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of Los Angeles

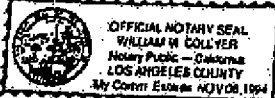
92-2078327

On August 14, 1992 before me, William M. Collyer, Notary Public

personally appeared Ronald C. Phelps, CEO

☒ personally known to me - OR - ☐ 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.

Witness my hand and official seal.



[Signature]
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
☐ CORPORATE OFFICER(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN-CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON OR ENTITY:
Platinum Properties, LP

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Parking License Agreement
Number of Pages 17 Date of Document 7/20/92
Signer(s) Other Than Named Above NONE

2019 NATIONAL NOTARY ASSOCIATION • 8225 Glenview Ave. • P.O. Box 1184 • Chicago, IL 60614-0184

ACKNOWLEDGEMENT
(Civil Code Section 1181)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On September 8, 1992, before me, the undersigned
City Attorney of the City of Culver City, California, personally
appeared Jozelle Smith, known to me to be the
Vice Chairman of the Culver City Redevelopment Agency that
executed the within instrument, known to me to be the person who
executed the within instrument on behalf of the Agency therein
named, and acknowledged to me that said Agency executed the same.

Norman Y. Herring, Jr.
NORMAN Y. HERRING
City Attorney
City of Culver City, California

eg:attyackn

92-2078327



CULVER CITY REDEVELOPMENT AGENCY
 3110 CULVER BOULEVARD • CULVER CITY • CALIFORNIA 90230-0101 •

ADMINISTRATION

Project 1 (311) 202-3111
 Project 2 (311) 202-3112
 Project 3 (311) 202-3113

January 10, 1989

Mr. Ronald C. Phelps, Administrator
 Brotman Medical Center
 1828 Delmas Terrace
 Culver City, CA 90232

BROTMAN MEDICAL CENTER PARKING REQUIREMENTS

Dear Ron:

A number of months ago, you and representatives of your staff met with me and representatives of my staff in order that you could explain to us your position regarding Brotman Medical Center's (BMC) licensed (inpatient) beds, existing and proposed outpatient services, and, therefore, your perception of BMC's parking needs.

At the conclusion of the meeting, I requested Arthur Kassar, the City's Consulting Traffic Engineer, meet with your staff to determine actual parking demand for BMC. It is my understanding that meeting concluded in the determination that the employee and patient load data were not sufficiently stable to form a base from which to estimate needs.

Subsequently you sent me a letter suggesting Culver City Municipal Code (Code) parking requirements be applied. Specifically, you suggested a 750 parking space need/requirement be set for BMC based on 741 spaces for the present 494 State licensed bed capacity (at 1.5 spaces per bed equals 741 spaces) plus 9 spaces for an unspecified amount of existing outpatient registration area. You further indicated all outpatient registration area was "dual purpose" space because all outpatients would be directed to an inpatient admitting area.

Although I had no recollection or file copy of your letter, I learned today that Mr. Cunningham had my copy in his file which had been forwarded for his preparation of a response; however, due to an oversight, no response was sent. I apologize for our oversight, hope it caused you no serious problem and submit this letter as our reply.

We agree to apply hospital Code parking requirements to BMC at this time. In doing so, please understand meeting the component requirement of 1.5 spaces per bed based on any given State licensed bed count at a fixed point in time precludes adding beds without adding parking. Also, in order to determine the component requirement of one space per 263 square feet of gross

92-2078327

EXHIBIT A

Mr. Ronald C. Phelps, Administrator
January 10, 1989
Page 2

floor area of outpatient space; we need to know the gross floor area of all outpatient space (i.e., waiting, admitting, examination and related administrative space). Please note in this regard the Code makes no provision for discounting any outpatient space used for the dual purpose of inpatient services. Given Planning Commission and City Council concern regarding off-street parking in general, in my opinion, I do not believe any deviation from or change to these requirements which would lessen BMC's overall parking requirements would likely gain approval.

In summary, we can agree to establishing BMC's current parking requirement at 750 spaces as you suggest for not to exceed 494 patient beds, 2,498 square feet of gross floor area used for outpatient services, or some other combination of the two the City may determine has the same 750 space parking requirement.

We look forward to receiving the additional outpatient information needed to complete BMC's required parking determination, and the development plans involved with increasing BMC's current parking space supply to meet required parking.

If you have any questions, please feel free to contact me.

Sincerely,

Jody Hall-Esser
Jody Hall-Esser
Community Development Director

JHE:JBC:lao
PHPLPS/0189

Copy: Office of Statewide Health Planning and Development
Jay B. Cunningham, City Planner
Susan Berg, Redevelopment Project Manager
Arthur L. Karsen, City's Consulting Traffic Engineer
Planning Division BMC Complex and Parking files with
Mr. Phelps' letter and Barton-Achman study
JHE

92-2078327

AMENDMENT TO PARKING LICENSE AGREEMENT

THIS AMENDMENT TO PARKING LICENSE AGREEMENT (the "Amendment") is made and entered into between Brotman Partners, L.P., a California limited partnership d/b/a Brotman Medical Center ("Licensee") and Culver City Redevelopment Agency ("Agency").

RECITALS

A. Licensee and Agency are parties to that certain Parking License Agreement to provide a license for parking spaces ("License") effective August 14, 1992 (the "Agreement") and valid until terminated by either party.

B. Licensee and Agency desire to increase the number of parking spaces of the Agreement as set forth herein.

C. Licensee has determined that the increase in number of parking spaces is necessary to permit the Licensee to provide quality patient care.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration the receipt of which is acknowledged by the parties, Licensee and Agency agree to amend the Agreement as follows:

1. **AMENDMENT TO INCREASE THE NUMBER OF PARKING SPACES.** Licensee and Agency hereby agree that Agency shall provide an additional 50 parking spaces in the Watscka parking lot at the rate of \$45.00 per space.
2. **GENERAL.** If provisions of this Amendment and the Agreement conflict, the provisions of this Amendment shall prevail. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

LICENSEE:
BROTMAN PARTNERS, L.P., A CALIFORNIA
LIMITED PARTNERSHIP, D/B/A BROTMAN
MEDICAL CENTER

BY: WEST LOS ANGELES HEALTH
SYSTEMS, INC., A CALIFORNIA
CORPORATION

ITS: GENERAL PARTNER

AGENCY:
CULVER CITY REDEVELOPMENT AGENCY

By: [Signature]
Name: SUGAN EVANS
Title: Community Development Director
Date: 5/18/05

By: [Signature]
Name: Maurine Cate
Title: Chief Executive Officer
Date: 4/18/05

**BROTMAN MEDICAL CENTER, INC.
6083 BRISTOL PARKWAY, SUITE 100
CULVER CITY, CA 90230
310.338.8677**

August 29, 2005

PERSONAL DELIVERY

Culver City Redevelopment Agency
9770 Culver Boulevard
Culver City, California
Attn: Redevelopment Project Manager

Re: Additional 18 Parking Spaces Made Available to Brotman
Medical Center

Dear Sir or Madam:

This letter follows our letter to you dated August 15, 2005 requesting that Culver City Redevelopment Agency ("Agency") acknowledge and accept the assignment of the Parking License Agreement to Brotman Medical Center, Inc. ("Purchaser"). It is our understanding that you have agreed to execute the letter and will return it to us before its acquisition of Brotman Medical Center.

In addition, we understand that Culver City Redevelopment Agency has permitted the current owner of the hospital, Brotman Partners LP ("Seller") to use an additional 18 parking spaces in the parking structure on a month-to-month basis.

By your signature of this letter, you agree that Purchaser may use such additional 18 parking spaces in the parking structure on a month-to-month basis. Purchaser acknowledges that it shall pay for the use of these 18 parking spaces from and after its acquisition of the hospital at the same fees that were charged to Seller. Also by your signature of this letter, you agree that Purchaser may assign its right, title and interest in the Agreement to its lender, CapitalSource Finance, LLC, for security purposes.

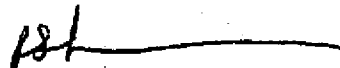
If for any reason the acquisition of the hospital does not occur, the agreement referenced herein will be of no force or effect.

Culver City Redevelopment Agency
August 29, 2005
Page 2

Please indicate your acknowledgement and acceptance of this agreement concerning the 18 parking spaces by signing where indicated below and returning the executed original to me at the above-referenced address. Because the closing is scheduled for August 31, 2005, we would appreciate your response to this letter no later than Monday, August 29, 2005. If you anticipate any difficulties complying with our request on or before such date, we would appreciate your contacting us promptly.

If you should have any questions or comments, please feel free to call me at (310) 337-4164 or Juliana Starnato, Esq., our outside counsel, at (310) 556-1990.

Sincerely,



Stewart Kahn, Secretary
Brotman Medical Center, Inc.

AGREED:

BROTMAN PARTNERS, LP, a
California limited partnership

By: West Los Angeles Health Systems, Inc.,
a California corporation, its general partner

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT AND ACCEPTANCE:

CULVER CITY REDEVELOPMENT AGENCY

By: 
Name: SUSAN EVANS
Title: ASSISTANT EXECUTIVE DIRECTOR
Date: 8/29/05

Culver City Redevelopment Agency
August 29, 2005
Page 2

Please indicate your acknowledgement and acceptance of this agreement concerning the 18 parking spaces by signing where indicated below and returning the executed original to me at the above-referenced address. Because the closing is scheduled for August 31, 2005, we would appreciate your response to this letter no later than Monday, August 29, 2005. If you anticipate any difficulties complying with our request on or before such date, we would appreciate your contacting us promptly.

If you should have any questions or comments, please feel free to call me at (310) 337-4164 or Juliana Stamato, Esq., our outside counsel, at (310) 556-1990.

Sincerely,

Stewart Kahn
Brotman Medical Center, Inc.

AGREED:

BROTMAN PARTNERS, LP, a
California limited partnership

By: West Los Angeles Health Systems, Inc.,
a California corporation, its general partner

By: Paul O'Neill
Name: Paul O'Neill
Its: Authorized Signatory

ACKNOWLEDGEMENT AND ACCEPTANCE:

CULVER CITY REDEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____
Date: _____

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

THE CULVER CITY REDEVELOPMENT AGENCY,

Agency

and

HAMPSHIRE NATIONAL, INC.

Developer

DISPOSITION AND DEVELOPMENT
AGREEMENT

	<u>Page</u>
I. (S 100) SUBJECT OF AGREEMENT	7
A. (S 101) Purpose of the Agreement	7
B. (S 102) The Redevelopment Plan	7
C. (S 103) The Project Area	7
D. (S 104) The Site	7
E. (S 105) Parties to the Agreement	8
1. (S 106) The Agency	8
2. (S 107) The Developer	8
3. (S 108) Prohibition Against Change in Ownership Management and Control of Developer	8
II. (S 200) DISPOSITION OF THE SITE	8
A. (S 201) Sales and Purchase; Lease of Parking Rights	9
B. (S 202) Escrow	11
C. (S 203) Conveyance of Title and Delivery of Possession	12
D. (S 204) Form of Deed	12
E. (S 205) Condition of Title	12
F. (S 206) Time for and Place of Delivery of Deed	12
G. (S 207) Payment of the Purchase Price and Recordation of Deed	12
H. (S 208) Title Insurance	13
I. (S 209) Taxes and Assessments	13
J. (S 210) Occupants of the Site	13
K. (S 211) Zoning of the Site	14
L. (S 212) Condition of Site	14

M.	(S 213)	Preliminary Work by the Developer	14
N.	(S 214)	Submission of Evidence of Financing	14
III.	(S 300)	DEVELOPMENT OF THE SITE	14
A.	(S 301)	Development of the site by the Developer	14
1.	(S 302)	Scope of Development	14
2.	(S 303)	Final Design Concept	15
3.	(S 304)	Construction Drawings and Related Documents	15
4.	(S 305)	Agency Approval of Plans, Drawings and Related Documents	15
5.	(S 306)	Cost of Construction	16
6.	(S 307)	Construction Schedule	16
7.	(S 308)	Bodily Injury and Property Damage Insurance	16
8.	(S 309)	City and Other Governmental Agency Permits	17
9.	(S 310)	Rights of Access	17
10.	(S 311)	Local, State and Federal Laws	17
11.	(S 312)	Antidiscrimination During Construction	17
B.	(S 313)	Taxes, Assessments, Encumbrances and Liens	17
C.	(S 314)	Prohibition Against Transfer of the Site, the Buildings or Structures and Assignment of Agreement	18
D.	(S 315)	Security of Financing; Right of Holders	19
1.	(S 316)	No Encumbrances Except Mortgages Deeds of Trust, Sales and Leases Back or Other Financing for Developing	19

2.	(S 317)	Holder Not Obligated to Construct Improvements	19
3.	(S 318)	Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right of Cure	20
4.	(S 319)	Failure of Holder to Complete Improvements	20
5.	(S 320)	Right of Agency to cure Mortgage, Deed of Trust or Other Security Interest Default	21
E.	(S 321)	Right of Agency to Satisfy Other Liens on the Property After Title Passes	21
F.	(S 322)	Certificate Of Completion	21
IV.	(S 400)	USES OF THE SITE	23
A.	(S 401)	Uses	23
B.	(S 402)	Obligation to Refrain from Discrimination	23
C.	(S 403)	Form of Nondiscrimination and Nonsegregation Clauses	23
D.	(S 404)	Effect and Duration of Covenants	24
E.	(S 405)	Rights of Access	25
V.	(S 500)	DEFAULTS, REMEDIES AND TERMINATION	25
A.	(S 501)	Defaults - General	25
B.	(S 502)	Legal Actions	26
1.	(S 503)	Applicable Law	26
2.	(S 504)	Acceptance of Service Process	26
C.	(S 505)	Rights and Remedies are Cumulative	26
D.	(S 506)	Damages	26
E.	(S 507)	Specific Performance	26

F.	(S 508)	Remedies and Right of Termination Prior to Conveyance	26
	1.	(S 509) Termination by Participant	26
	2.	(S 510) Termination by Agency	27
G.	(S 511)	Right of Reverter After Passage of Title and Prior to Completion of Construction	28
H.	(S 512)	Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction	30
VI.	(S 600)	GENERAL PROVISIONS	30
	A.	(S 601) Notices, Demands and Communications between the Parties	30
	B.	(S 602) Conflict of Interests	30
	C.	(S 603) Nonliability Agency Officials and Employees	31
	D.	(S 604) Enforced Delay: Extension of Times of Performance	31
	E.	(S 605) Inspection of Books and Records	31
	F.	(S 606) Plans and Data	31
	G.	(S 607) Approval by Agency	32
	H.	(S 608) Good Faith Deposit	32
	I.	(S 609) Subdivision Map	32
VII.	(S 700)	ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS	33
VIII.	(S 800)	TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY	34

ATTACHMENTS

Attachment No. 1A - Site Map

Attachment No. 1B - Legal Description

Attachment No. 2 - Schedule of Performance

Attachment No. 3 - Scope of Development

Attachment No. 4 - Description of Parking Rights

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Culver City Redevelopment Agency (hereinafter "Agency") and Hampshire National Inc. (hereinafter "Developer"). The Agency and the Developer agree as follows:

1. (S 100) SUBJECT OF AGREEMENT

A. (S 101) Purpose of the Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Overland-Jefferson Redevelopment Project No. 2 (the "Project"), by providing for the development of that portion of the Project Area described herebelow as the Site ("Site"), in the Project Area. This Agreement is entered into for the purpose of development of the Site and use of the hereinafter described "Parking Rights" pursuant to this Agreement, and the fulfillment generally of the Agreement is in the vital and best interest of the City and the health, safety, morals, and welfare of its residents, and in accord 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.

The "Parking Rights" are described on the "Description of Parking Rights" attached hereto, labeled "Attachment No. 4" and incorporated herein by this reference

B. (S 102) The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted by the City Council of the City of Culver City by Ordinance No. CS-729 on December 28, 1971.

Any amendments to the Redevelopment Plan which change the uses or development permitted on the Site otherwise change the restrictions or controls that apply to the Site shall require the written consent of Developer. Amendments of the Redevelopment Plans which have no effect on the Site shall not require the consent of Developer.

C. (S 103) The Project Area

The "Project Area" is located in the City of Culver City, California (the "City"), the exact boundaries of which are specifically described in the Redevelopment Plan.

D. (S 104) The Site

The "Site" is that portion of the Project area shown on the "Site Map" which is incorporated herein and attached to this Agreement as Attachment No. 1A and which is described on the

"Legal Description" which is incorporated herein and attached to this Agreement as Attachment No. 1B.

E. (S 105) Parties to the Agreement

1. (S 106) The Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California.

The principal office of the Agency is located at City Hall, 9770 Culver Boulevard, Culver City, CA 90230.

"Agency" as used in this Agreement includes the Culver City Redevelopment Agency, California, and any assignee of or successor to its rights, powers and responsibilities.

2. (S 107) The Developer

The Developer is a California Corporation. The principal office of the Developer is located at 8575 Higuera Street, Culver City, California 90230.

Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

3. (S 108) Prohibition Against Change in Ownership, Management and Control of Developer

The qualifications and identities of Developer and its associates are of particular concern to the Federal government, the City and the Agency. It is because of those qualifications and identities that the Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest to Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

The Developer shall not assign all or any part of this Agreement without the prior written approval of the Agency, which approval shall not be unreasonably withheld.

The Developer will promptly notify the Agency of any and all changes whatsoever in the identity of the parties in control of the Developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information.

II. (S 200) DISPOSITION OF THE SITE

A. (S 201) Sale and Purchase; Lease of Parking Rights

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the Developer agrees to purchase

the Site from the Agency and pay therefor the following purchase price: nine hundred and ninety nine thousand, one hundred ninety two dollars (\$999,192), and to lease the Parking Rights subject to and in accordance with all of the terms and conditions set forth in the Description of Parking Rights (Attachment No. 4).

B. (S 202) Escrow

The Agency agrees to open an escrow with Title Insurance and Trust Company or such other escrow agent as may be acceptable to both Agency and Developer, (the "Escrow Agent"), as escrow agent, in Los Angeles, California pursuant to the Schedule of Performance which is incorporated herein and attached to this Agreement as Attachment No. 2. This Agreement constitutes the joint escrow instructions of the Agency and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow. The Agency and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement, and upon indicating its acceptance of the provision of this Section 202 in writing, delivered to the Agency and to the Developer within 5 days after the opening of the escrow, the Escrow Agent shall carry out its duties as escrow agent hereunder.

Upon delivery of the deed to the site and lease of the Parking Rights to the Escrow Agent by the Agency pursuant to Section 206 of this Agreement, the Escrow Agent shall record such deed and lease on the closing date specified in this Agreement, provided that the title to the Site can be vested in the Developer in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by applicable law, and pay any transfer tax required by law. Any insurance policies governing the Site are not to be transferred.

The Developer shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified the Developer for the amount of such fees, charges, and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow, the portion of the premium for the title insurance policy to be paid by the Developer as set forth in Section 208 of this Agreement.

The Developer shall also deposit the Purchase Price for the Site and the Parking Rights Consideration with the Escrow Agent in accordance with the provisions of Section 207 of this Agreement.

The Agency shall pay in escrow to the Escrow Agent, the following fees, charges and costs, but not earlier than ten (10) days prior to the schedule date for closing any escrow:

1. Costs necessary to place the title to the Site in the condition for conveyance required by the provisions of this Agreement;

2. The escrow fee;
3. Cost of drawing the deed;
4. Recording fees;
5. Notary fees;
6. The portion of the premium for the title insurance policy to be paid by the Agency as set forth in Section 208 of this Agreement;
7. Ad valorem taxes, if any, upon the Parcel or upon this Agreement, or any rights thereunder prior to the conveyance of title;
8. Any State, County, or City Document Stamps;
9. Any Transfer Tax.

The Agency shall timely and properly execute, acknowledge and deliver a deed in substantially the form established in Section 204 of this Agreement, conveying to the Developer title to the Site in accordance with the requirements of Section 204 of this Agreement, together with the Parking Rights Lease and an estoppel certificate certifying that the Developer has completed all acts (except deposit of the Purchase Price), necessary to entitle the Developer to such conveyance, if such be the fact.

The Escrow Agent is authorized to:

1. Pay, and charge the Agency and the Developer respectively, for any fees, charges and costs payable under this Section 202 of this Agreement. Before such payments are made, the Escrow Agent shall notify the Agency and the Developer of the fees, charges and costs necessary to clear title and close the escrow.
2. Disburse funds and deliver the deed, lease and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Agency and the Developer. The Purchase Price and Parking Rights consideration as defined in Attachment No. 4 shall not be disbursed by the Escrow Agent unless and until it has recorded the deed and lease thereto and has delivered to the Developer evidence of issuance of a title insurance policy insuring title acceptable to the Developer and the lender, and conforming to the requirements of Section 208 of this Agreement.
3. Record any instruments delivered through this escrow if necessary or proper to vest title in the Developer in accordance with the terms and provisions of this Agreement.

ATTACHMENT 2_Public Parking Facilities

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made on the basis of a 30-day month.

If this escrow is not in condition to close before the time for conveyance established in Section 203 of this Agreement; either party shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers, or documents. If neither the Agency nor the Developer shall have fully performed with respect to the conveyance of the Site before the time established in said Section, no termination or demand for return shall be recognized until 10 days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the 10 day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed by mutual agreement of the parties or upon failure thereof by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the Agency and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment to these escrow instructions shall be in writing and signed by both the Agency 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.

All communications from the Escrow Agent to the Agency or the Developer shall be directed to the addresses and in the manner established in Section 602 of this Agreement for notices, demands, and communications between the Agency and the Developer. Nothing in this Section 202 shall be construed to impair or affect the rights or obligations of the Agency or the developer to specific performance.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 202 to 208, both inclusive, of this Agreement.

The Agency shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The Agency and the Developer each represent that it has engaged no broker, agent, or finder in connection with this transaction.

C. (S 203) Conveyance of Title and Delivery of Possession

Subject to any mutually agreed upon extensions of time, which shall not be unreasonably withheld, conveyance to the Developer of title (in accordance with the provisions of Section 205 of this Agreement), shall be completed on or prior to the dates specified on the "Schedule of Performance", Attachment No. 2. The Agency and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions.

Possession shall be delivered to the Developer currently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in Section 213 of this Agreement.

D. (S 204) Form of Deed

The Agency shall convey to the Developer title to the Site in the condition provided in Section 205 of this Agreement by Grant Deed in a form mutually satisfactory to the Developer, to the Title Company which will insure the title herein, and the Agency consistent with the terms of this Agreement.

E. (S 205) Condition of Title

The Agency shall convey to the Developer fee simple merchantable title free and clear of all recorded or unrecorded liens, encumbrances, covenants, assessments, easements, leases and taxes except as are consistent with this Agreement, excepting and reserving from said Site without rights of surface entry, all oil, gas hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface of said Site, together with the right to drill into, through, and to use and occupy all parts of said Site lying more than 500 feet below the surface for any purpose or purposes whatsoever, to the extent reserved by the parties named in deeds, leases and other documents of record.

F. (S 206) Time for and Place of Delivery of Deed and Lease

Subject to any mutually agreed upon extension of time, the Agency shall deposit the deed and lease with the Escrow Agent on or before the date established for the date of conveyance pursuant to the "Schedule of Performance".

G. (S 207) Payment of the Purchase Price and Recordation of Deed

The Developer shall deposit the Purchase Price and Parking Rights Consideration with the Escrow Agent upon or prior to the date for conveyance thereof, provided that the Escrow Agent shall have notified the Developer in writing that the deed conveying the Site to the Developer properly executed and acknowledged by the Agency, and the lease has been delivered to the Escrow Agent and

that title is in the condition to be conveyed in conformity with the provisions of Section 205 of this Agreement. The Escrow Agent shall deliver the purchase price to the Agency simultaneously with the delivery to the Developer of a title insurance policy insuring title in conformity with Section 208 of this Agreement and shall promptly file the deed and lease for recordation among the land records in the Office of the County Recorder for Los Angeles County.

H. (S 208) Title Insurance

Concurrently with recordation of the deed conveying title to the Site, Title Insurance and Trust Company or some other title insurance company satisfactory to the Agency and the Developer ("Title Co.") shall provide and deliver to the Developer a title insurance policy issued by the Title Co. insuring that the title is vested in the Developer in the condition required by Section 205 of this Agreement. The Title Co. shall provide the Agency with a copy of the title insurance policy and the title insurance policy shall be in the amount of the purchase price of the Site.

The Agency shall pay only for that portion of the title insurance premium with respect to C.L.T.A. standard title insurance attributable to the purchase price of the Site. The Developer if it desires any additional title insurance, shall pay for all additional premiums and for any extended coverage or special endorsements.

Concurrently with the recording of the deed conveying title to the site, the Title Co. shall, if requested by the Developer provide the Developer with an endorsement in the form of C.L.T.A. Form 107.2 (or in another appropriate manner required by the Developer for equivalent or better coverage) to insure the amount of the Developer's estimated construction costs of the improvements to be constructed upon the Site. The developer shall pay the entire premium for any such increase in coverage requested by it. As an alternative, and at the option of the Developer the title insurance policy issued shall be issued in an amount to cover all or a portion of the estimated construction costs of the improvements to be made upon the Site, but if this option is exercised the Developer shall also pay for that portion of the title insurance policy premium which is in excess of the premium attributable to the purchase price of the Site.

I. (S 209) Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Site and taxes upon this Agreement or any rights thereunder, levied, assessed, or imposed for any period commencing prior to the conveyance of title shall be borne by the Agency. All ad valorem taxes and assessments levied or imposed for any period commencing after closing of the escrow shall be paid by the Developer.

J. (S 210) Occupants of the Site

Title to the Site shall be conveyed free of any possession or right of possession except that of Developer unless waived by Developer in writing.

K. (S 211) Zoning of the Site

Zoning of the Site at the time of conveyance thereof, shall be such as to permit development of the Site and construction of improvements thereon in accordance with the provisions of this Agreement and the use, operation and maintenance of such improvements.

L. (S 212) Condition of the Site

The Site shall be conveyed in an "as is" condition, with no warranty, express or implied by Agency as to the condition of the soil, its geology, or the presence of unknown subsurface structures, foundations, and debris, or presence of known or unknown faults. It shall be the sole responsibility of Developer at Developer's expense, to investigate and determine the soil conditions for the development to be constructed. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Site will be put, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the soil conditions of the Site in a condition entirely suitable for its development.

M. (S 213) Preliminary Work by the Developer

Prior to the conveyance of title, representatives of the Developer shall have the right of access to the Site at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. The Developer shall hold the Agency harmless for any injury or damages arising out of any activity pursuant to this Section 213.

N. (S 214) Submission of Evidence of Financing

No later than thirty days prior to closing of escrow, the Developer shall submit to the Agency evidence reasonably satisfactory to the Agency that the Developer has the commitments for mortgage financing necessary for the acquisition and development of the Site.

III. (S 300) DEVELOPMENT OF THE SITE

A. (S 301) Development of the Site by the Developer

1. (S 302) Scope of Development

The Site shall be developed within the limitations established in the Scope of Development attached hereto as Attachment No. 3, and incorporated herein by this reference and pursuant to plans approved by the Agency.

2. (S 303) Final Design Concept

Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to the Agency for its approval, Final Design Concept drawings and related documents containing the overall plan for development of the Site. The Site shall be developed as established in the Final Design Concept Drawings except as changes may be mutually agreed upon the Agency and Developer. Any such changes shall be within the limitations of the Scope of Development. Final Design Drawings are hereby generally defined as preliminary drawings including site plans, building plans, elevations, sections, and initial landscape design concept drawings.

3. (S 304) Construction Drawings and Related Documents

Within the time set forth in the Schedule of Performance attached hereto as Attachment No. 2, Developer shall prepare and submit to the Agency construction drawings and related documents for development of the Site for architectural review and written approval. The final landscape design drawings are part of the construction documents.

Final Construction Documents are hereby generally defined as completed working drawings and specifications, including landscape working drawings ready for building permits, bidding and construction. Agency approval of the documents must be obtained before issuance of the required construction permits by the City of Culver City.

During the preparation of all drawings and plans, the Agency and the Developer shall hold the necessary progress meetings to coordinate the preparation of, submissions to, and review of drawings, plans and related documents by the Agency. The Agency and the Developer shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any document finally submitted to the Agency can received prompt and speedy consideration.

If any revisions or correction of plans approved by the Agency shall be required by any governmental official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Developer and the Agency shall cooperate in efforts to obtain waiver of such requirements or to develop a mutually acceptable alternative.

4. (S 305) Agency Approval of Plans Drawings and Related Documents

Subject to the terms of this Agreement, the Agency shall have the right of architectural review of all plans and submission, including any changes therein.

The Agency shall approve or disapprove the plans, drawings and related documents referred to in Sections 303 and 304 of this Agreement within the times established in the Schedule of Performance. Failure by the Agency to either approve or disapprove such matters within the time frame established in the Schedule of Performance shall be deemed an approval. Any disapproval shall state in writing the reasons for disapproval. The Developer upon receipt of a disapproval based upon powers reserved by the Agency hereunder, shall revise the plans and drawings and related documents and resubmit them to the Agency within thirty (30) days after receipt of the notice of disapproval. Once the Agency has approved in writing, the drawings shall not be later disapproved or modified by the Agency unless by mutual written agreement of the Developer and the Agency.

If the Developer desires to make any changes (other than minor field changes) in the construction plans after their approval by the Agency, the Developer shall submit the proposed change to the Agency for its approval. If the construction plans, as modified by the proposed change, conform to the requirements of this Agreement and Scope of Development, the Agency shall approve the proposed change and notify the Developer in writing within 30 days after submission to the Agency. Such change in construction plans shall, in any event, be deemed approved by the Agency unless rejected, in whole or in part, by written notice thereof within said 30-day period. During construction, 30 day period is 15 days.

5. (S 306) Cost of Construction

The cost of developing the Site and constructing all improvements thereon shall be borne by the Developer except for work expressly set forth in the Agreement to be performed by the Agency or others.

7. (S 306) Construction Schedule

After the conveyance of title to the Site, the Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the improvements and the development of the Site. The Developer shall begin and complete all construction and development within the times specified in the Schedule of Performance or such reasonable extension of said dates as may be granted by the Agency. The Schedule of Performance is subject to revisions from time to time as mutually agreed upon in writing between the Developer and the Agency.

During the period of construction the Developer shall submit to the Agency a written report of the progress of the construction within 3 weeks of anticipated completion of construction.

7. (S 308) Bodily Injury and Property
Damage Insurance

Prior to the conveyance of title to the Site, the Developer shall furnish or cause to be furnished to the Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least \$1,000,000 for any occurrence, naming the Agency and the City as additional insureds. The Developer shall provide the Agency with advance written notice of any proposed cancellation of or change in any terms of the policy. Additionally, the Developer shall save the City and the Agency harmless from any claim which may arise as a result of the implementation of this Agreement.

8. (S 309) City and Other Governmental Agency Permits

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site (but not necessarily before the conveyance of title), the Developer shall at its own expense secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work. The Agency shall provide all proper assistance to the Developer in securing these permits.

9. (S 310) Rights of Access

Representatives of the Agency and the City shall have the reasonable right of access to the Site without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to the inspection of the work being performed in constructing the improvements. Such representatives of the Agency or City shall be those who are so identified in writing by the Executive Director of the Agency or his designee.

10. (S 311) Local, State and Federal Laws

The Developer shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

11. (S 312) Antidiscrimination During Construction

The Developer for itself and its successors and assigns agrees that during the construction of improvements on the Site provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, religion, creed, national origin, or ancestry.

B. (S 313) Taxes, Assessments, Encumbrances and Liens

The Developer shall pay when due all real estate taxes and assessments assessed and levied subsequent to a conveyance of title. The Developer assumes responsibility for the removal of any levy or attachment made on the Site or part thereof which

accrues from work activities performed subsequent to conveyance of title to Developer. Removal of said levy or attachment will be accomplished within a reasonable time and in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax assessment, encumbrances or lien, nor to limit the remedies to the Developer in respect thereto.

C. (S 314) Prohibition Against Transfer of
the Site, the Buildings or Structures
and Assignment of Agreement

Prior to the recordation by the Agency of a Certificate of Completion of construction as provided hereinafter, the Developer shall not, except as permitted by this Agreement, make any total or partial sale, transfer, convey, lease or assign the whole or any part of the Site or the buildings or structures on the Site without prior approval of the Agency. This prohibition shall not apply subsequent to the recordation of the Certificate of Completion with respect to the improvements upon the Site. This prohibition shall not be deemed to prevent the granting of easements or permits required to facilitate the development of the Site or to prohibit or restrict the leasing of any part, or parts of a building or structure with respect to which a partial Certificate of Completion has been issued by the Agency. Nothing in this paragraph prohibits Developer from leasing space prior to issuance of Certificate of Completion for occupancy after issuance of such certificate.

Any such proposed transferee shall have the qualifications and financial responsibility necessary and adequate as may be reasonably determined by the Agency, to fulfill the obligations undertaken in this Agreement by the Developer. Any such proposed transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the Agency shall expressly assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject. There shall be submitted to the Agency for review all instruments and other legal documents proposed to effect any such transfer; and if approved by the Agency its approval shall be indicated to the Developer in writing.

In the event that, contrary to or pursuant to the provisions of this Agreement, the Developer does sell, transfer, convey, lease, assign any part of the Site or the buildings or structures thereon prior to the recordation of Certificate of Completion, the Agency shall be entitled to increase the purchase price paid by the Developer by the amount that the consideration payable for such assignment or transfer is in excess of the purchase price paid by the Developer plus the cost of improvements and development, including carrying charges and costs related thereto. The consideration payable for such assignment or transfer to the extent it is in excess of the amount so authorized, shall belong

and be paid to the Agency and until so paid the Agency shall have a lien on the Site and any part involved for such amount.

In the absence of specific written agreement by the Agency, no such transfer, assignment or approval by the Agency shall be deemed to relieve the Developer or any other party from any obligations under this Agreement.

D. (S 315) Security Financing; Right of Holders

1. (S 316) No Encumbrances except Mortgages
Deeds of Trust, Sales and Leases-
Back or Other Financing for Developing

Notwithstanding Section 314, mortgages, deeds of trust, sales and leases-back or any other form of conveyance required for any reasonable method of financing are permitted before completion of the construction of the improvements, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Site, the construction of improvements on the Site and any other expenditures necessary and appropriate to develop the Site under this Agreement. The developer shall notify the Agency in advance of any mortgage, deed of trust, sale and lease-back or other form of conveyance for financing if the Developer proposes to enter into the same before completion of the construction of the improvements on the Site. The Developer shall not enter into any such conveyance for financing without the prior written approval of the Agency, which approval the Agency agrees to give if any such conveyance is given to a responsible financial or lending institution or other acceptable person or entity. Such lender shall be deemed approved unless rejected in writing by the Agency within ten (10) days after notice thereof by the Agency. In any event, the Developer shall promptly notify the Agency of any mortgage, deed of trust, sale and leaseback or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the site whether by voluntary act of the Developer or otherwise. The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing real estate, construction, and land development.

2. (S 317) Holder Not Obligated to Construct
Improvements

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the deed for the Site obligate the holder to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

3. (S 318) Notice of Default to Mortgage,
Deed of Trust or Other Security
Interest Holders; Right to Cure

Whenever the Agency shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the improvements, the Agency shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvement or construction already made) without first having expressly assumed the Developer obligations to the Agency by written agreement satisfactory to the Agency. 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, and submit evidence satisfactory to the Agency that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such improvements shall be entitled, upon written request made to the Agency, to a Certificate of Completion from the Agency.

4. (S 319) Failure of Holder to Complete
Improvements

In any case where, six months after default by the Developer in completion of construction of improvement under this Agreement, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Site or part thereof has not exercised the option to construct, or if it has exercised the option to construct, has not proceeded diligently with construction, the Agency may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt. If the ownership of the Site or any part has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency of the Site or any part upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals) and other income received during foreclosure proceedings.

- (b) All expenses with respect to foreclosure.
- (c) The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Site.
- (d) The costs of any improvements made by such holder.
- (e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts set forth in (a) to (d), inclusive above, 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 Agency.

5. (S 320) Right of Agency to Cure Mortgage, Deed of Trust or Other Security Interest Default

In the event of a default or breach by the Developer of a mortgage, deed of trust or other security interest prior to the recordation of a Certificate of Completion for the development of the Site, and the holder of any such security interest has not exercised its option to construct, the Agency may cure the default. In such event the Agency shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the Agency in curing the default. The Agency shall also be entitled to a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other form of financing conveyance executed for the sole purpose of obtaining funds to purchase and develop the Site.

E. (S 321) Right of the Agency to Satisfy Other Liens on the Property After Title Passes

After the conveyance of title and prior to the recordation of a Certificate of Completion for construction and development, and after the Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Site, the Agency shall have the right to satisfy any such liens or encumbrances, provided, however, that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or part thereof to forfeiture or sale.

F. (S 322) Certificate of Completion

Promptly after completion of all construction and development to be completed by the Developer upon the Site, the Agency shall furnish the Developer with a Certificate of Completion upon written request therefor by the Developer. The Agency shall not unreasonably withhold any such Certificate of Completion. Such

Certificate of Completion shall be, and shall so state and the deed shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon the site, and full compliance of the construction required by this Agreement upon the Site, and full compliance with the terms hereof with respect to the Site. The Agency may also furnish the Developer with a Certificate of Completion for portions of the improvements upon the Site as they are properly completed and ready for use if the Developer is not in default under this Agreement. After recordation of such Certificate of Completion any party then owing or thereafter purchasing, leasing or otherwise acquiring any interest therein shall not (because of such ownership, purchase, lease, or acquisition), incur any obligation or liability under this Agreement except that such party shall be bound by any covenants contained in the deed, lease, mortgage, deed of trust, contract or other instrument of transfer in accordance with the provisions of Sections 400-405 of this Agreement. Neither the Agency nor any other persons, after issuance, of Certificate of Completion, shall have any rights, remedies or controls that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provisions of this Agreement, and the respective rights and obligations of the parties with reference to the Site shall be limited thereafter to those set forth in the deed.

A Certificate of Completion of construction for the entire improvement and development of the Site shall be in such form as to permit it to be recorded in the Recorder's Office of Los Angeles County. Certificates of Completion of construction for less than the complete improvement and development of the site shall not be recorded.

If the Agency refuses or fails to furnish a Certificate of Completion for the Site after written request from the Developer the Agency shall, within thirty (30) days of the written request, provide the Developer with a written statement of the reasons the Agency refused or failed to furnish a Certificate of Completion. The statement shall also contain the Agency's opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items of materials for landscaping, the Agency will issue its Certificate of Completion upon the posting of a bond by the Developer with the Agency in an amount representing a fair value of the work not yet completed. If the Agency shall have failed to provide such written statement within said 30-day period, the Developer shall be deemed entitled to the Certificate of Completion.

Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. Such Certificate of Completion is not notice of completion as referred to in the California Civil Code, Section 3039.

IV. (S 400) USE OF THE SITE

A. (S 401) Uses

The Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Site or any portion thereof, that during construction and thereafter, the Developer such successors and such assignees shall:

1. Develop, use and maintain the Site pursuant to the Redevelopment Plan, this Agreement, the Scope of Development and plans approved by the Agency pursuant hereto.
2. Not discriminate upon the basis of race, color, ancestry, national origin, sex, marital status, creed or religion in the sale, lease or rental or in the use or occupancy of the Site, or any improvements erected or to be erected thereon, or any part thereof.
3. Include the legend "An Open Occupancy Building" in type or lettering of easily legible size and design in all advertising (including signs) for the sale or rental of the Site or any part thereof. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution.

B. (S 402) Obligation to Refrain from Discrimination

There shall be no discrimination against or segregation of any persons, group of persons, on account of race, color, ancestry, national origin, sex, marital status, creed, or religion in the sale, sublease, transfer, use occupancy, tenure or enjoyment of the Site nor shall the Developer himself or any person claiming under or through him 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.

C. (S 403) Form of Nondiscrimination and Nonsegregation Clauses

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

1. In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators, and assigns and all persons claiming under or through

them, that there shall be no discrimination against or segregation of, any persons or group of persons on account of race, religion, creed, color, national origin, ancestry, marital status or sex in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, 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.

2. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, 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, religion, creed, color, national origin, ancestry, marital status or sex in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, 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 land."

3. In contracts: "There shall be no discrimination against or segregation of any person, or group of persons on account of race, color, ancestry, national origin, sex marital status, creed, or religion in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, 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 or vendees of the land."

D. (S 404) Effect and Duration of Covenants

The covenants established in this Agreement and the deeds shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site or any part thereof. The covenants against discrimination shall also be binding for the benefit and in favor

of the United States. The covenants contained in this Agreement and the deeds shall remain in effect until December 28, 2006. The covenants against discrimination shall remain in perpetuity.

Except as otherwise expressly provided in section 511 breach of the covenants or provisions contained in this Agreement shall not give rise to any right of reverter, to any estate of reverter, nor to any right of reentry or forfeiture of the Site or any part thereof, or of any interest therein to the Agency, the City, to the owner of any land in the Project area, or to any successor, assignee in interest in the property or any part thereof or any interest therein.

E. (S 405) Rights of Access

The Agency for itself, and for the City and other public agencies, at its sole risk and expense, reserves the right to enter the Site or any part thereof at all reasonable times for the purpose of observation, construction, reconstruction, maintenance, or repair or service of any public improvements or public facilities located on the Site. Any such entry shall be made only after reasonable notice to Developer and Agency shall indemnify the Developer and hold him harmless from any claims or liabilities pertaining to any entry. Any damages or injury to the Site resulting from such entry shall be repaired at the sole expense of the public agency responsible for the entry.

V. (S 500) DEFAULTS, REMEDIES AND TERMINATION

A. (S 501) Defaults - General

Subject to the extensions of time set forth in Section 604, failure, or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. the party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence.

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 Sections 506 and 507 of this Agreement, the injured party may not institute proceedings against the party in default until 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.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its remedies or rights 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.

B. (S 502) Legal Actions1. (503) Applicable Law

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

2. (S 504) Acceptance of Service of Process

In the event that any legal action is commenced by the Developer against the Agency service of process on the Agency shall be made by personal service upon the Executive Director or Chairman of the Agency, or in such other manner as may be provided by law.

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

C. (S 505) 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 nor different times, of any other rights or remedies for the same default or any other default by the other party.

D. (S 506) Damages

If either the Developer or the Agency defaults, with regard to any of the provisions of this Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commenced to be cured by the defaulting party within ninety (90) 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.

E. (S 507) Specific Performance

If either the Developer or the Agency defaults under any of the provisions of this Agreement the nondefaulting 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 ninety (90) days of service of the notice of default, the nondefaulting party at its option may institute an action for specific performance of the terms of this Agreement.

F. (S 508) Remedies and Rights of Termination
Prior to Conveyance1. (S 509) Termination by Developer

In the event that:

- (a) The Agency does not tender conveyance of title to the Site or possession thereof, in the manner and condition, and by the dates provided in this Agreement, and any such failure is not cured within thirty (30) days after written demand by the Developer, or
- (b) The Developer shall furnish evidence satisfactory to the Agency that it has been unable after and despite diligent effort to obtain mortgage financing for the acquisition of the Site and the construction of the improvements provided for in this Agreement, and the Developer shall, after having submitted such evidence and if so requested by the Agency, continue to make diligent efforts to obtain such financing for a period of ninety (90) days after such request, but without success;

then the Agreement shall, at the option of the Developer be terminated as to any unconveyed portion of the Site by written notice thereof to the Agency.

2. (S 510) Termination by Agency

In the event that prior to the conveyance of title to entire Site to the Developer and in violation of this Agreement:

- (a) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein, or in the Site, or
- (b) the Developer does not submit construction drawings and related documents, as required by this Agreement, or does not submit evidence that it has the necessary financing, or evidence that it has been unable to obtain such financing after diligent effort to do so, to the extent required by Section 509 (b), in the manner and by the dates respectively provided in this Agreement therefor, or
- (c) the Developer does not pay the purchase price and take title to the Site under tender of conveyance by the Agency pursuant to this Agreement; and
- (d) if any default or failure referred to in subdivisions (a), (b), and (c) of this Section 510 shall not be cured within thirty (30) days after the date of written demand by the Agency;

then the Agreement with respect to any portion of the Site not yet conveyed, and any rights of the Developer or any assignee or transferee, in this Agreement, or arising therefrom with

respect to the Agency or any unconveyed portion of the Site, shall, at the option of the Agency, be terminated by the Agency, and neither the Developer (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under this Agreement with respect to any unconveyed portion of the Site and Agency shall retain the Good Faith Deposit as liquidated damages, it being agreed by the parties hereto that it is extremely difficult and impractical to fix damages upon breach by Developer, and that the Good Faith Deposit is a reasonable amount to be retained in the Agency in the event of Developer default hereunder.

G. (S 511) Right of Reverter After Passage
of Title and Prior to Completion
of Construction

The Agency shall have the additional right at its option to reenter and take possession of the Site with all improvement thereon and to terminate and revest in the Agency the estate conveyed to the Developer if after conveyance of title and prior to the recordation of the Certificate of Completion, the Developer (or its successors in interest) shall:

- (a) Fail to proceed with the construction of the improvements for a period of three months after written notice thereof from the Agency;
- (b) Abandon or substantially suspend construction of the improvements for a period of three months after written notice of such abandonment or suspension for the Agency;
- (c) Transfer, or suffer any involuntary transfer of, the Site, or any part therefor, in violation of this Agreement.

The right to reenter, repossess, terminate and revest shall be subject to and be limited by, and shall not defeat, render invalid, or limit:

- (a) Any mortgage, deed of trust or other security interest permitted by this Agreement;
- (b) Any rights or interest provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security interests.

The rights established in this Section shall not apply to any portion of the Site on which the improvements to be constructed have been completed in accordance with the Agreement for which a Certificate of Completion has been issued as provided in Section 322. However, a default by Developer with respect to any portion of the Site, whether or not conveyed to Developer shall be a default as to all portions of the Site referred to in this

Agreement for which a Certificate of Completion has not been recorded and shall entitle the Agency to exercise its right of reverter as to the Site.

The deed shall contain appropriate reference and provision to give effect to the Agency's right, as set forth in this Section 511 under specified circumstances prior to recordation of the Certificate of Completion to reenter and take possession of the Site with all improvement thereon and to terminate and revest in the Agency the estate conveyed to the Developer.

Upon the revesting in the Agency of title to the Site or any part thereof as provided in this Section 511, the Agency shall, pursuant to its responsibilities under state law, use its best efforts to resell the Site or part thereof as soon as in such manner as the Agency 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 Agency) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for the Site or part thereof in the Redevelopment Plan. Upon such resale of the Site the proceeds thereof shall be applied:

- (a) First to reimburse the Agency, on its own behalf of the City for all costs and expenses incurred by the Agency including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Site or part thereof (but less any income derived by the Agency from the Site or part thereof in connection with such management); all taxes, assessment, and water and sewer charges with respect to the Site or part thereof (or, in the event the Site is exempt from taxation or assessments or such charges during the period of ownership thereof by the Agency), an amount, if paid, equal to such taxes, assessments, or charges (as determined appropriate governmental assessing official) as would have been payable if the Site were not so exempt; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Site or part thereof at the time of revesting of title thereto in the agency or to discharge or 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 Site or part thereof; and any amounts otherwise owing the Agency by the Developer and its successor or transferee; and

- (b) Second, to reimburse the Developer its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid to the Agency by the Developer for the Site (or allocable to the part thereof); (2) the costs incurred for the development of the Site and for the improvements existing on the Site at the time of the reentry and repossession, less (3) any gains or income withdrawn or made by the Developer from the Site or the improvements thereon.

Any balance remaining after such reimbursements shall be retained by the Agency as its property.

To the extent that the right established in this Section 511 involves a forfeiture it must be strictly interpreted against the Agency, the party for whose benefit it is created. The rights established in this Section 511 are to be interpreted in light of the fact that the Agency will convey the Site to the Developer for development and not for speculation in undeveloped land.

H. (S 512) Effect of Violation of the Terms
and Provisions of this Agreement
After Completion of Construction

The Agency is deemed the beneficiary of the terms and provisions of this Agreement and the covenants running with the land, and the United States is deemed a beneficiary of the covenants against racial discrimination, both for and in their own rights 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.

The Agreement and the covenants shall run in favor of the Agency without regard to whether the Agency remains an owner of any land or interest therein in the Site, or in the Project area. The Agency shall have the right if the Agreement or covenants 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 covenants are entitled.

VI. (S 600) GENERAL PROVISIONS

A. (S 601) Notices, demands and Communications
Between the Parties

Formal notices, demands and communications between the Agency and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Agency at 9770 Culver Boulevard, Culver City, CA 90230, and the Developer at 8575 Higuera Street, Culver City, CA 90230. Such written notices, demands and communications may be sent in the same manner to such

other addresses as either party may from time to time designate by mail as provided in this Section.

B. (S 602) Conflict of Interests

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly interested.

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.

C. (S 603) Nonliability of Agency Officials and Employees

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

D. (S 604) Enforced Delay: Extension of Times of Performance

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or default are due to war; insurrection; strikes, lock-outs; 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, delay of any contractor, subcontractor or supplier, acts of the other party; acts or failure to act to any public or governmental agency or entity (acts or failure to act of the Agency shall not excuse performance by the Agency); or any other causes beyond the control or without the fault of the party claiming an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if noticed by the party within 30 days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Agency and the Developer.

E. (S 605) Inspection of Books and Records

The Agency has the right at all reasonable time to inspect the books and records of the Developer pertaining to the Site as pertinent to the purposes of this Agreement. The Developer also has the right at all reasonable times to inspect the books and

records of the Agency pertaining to the Site as pertinent to the purposes of the Agreement.

F. (S 606) Plans and Data

Where the Developer does not proceed with the purchase and development of the Site for any reason, the Developer shall deliver to the Agency any and all plans and data concerning the Site, provided however, that Developer need not deliver construction plans to the Agency unless Developer is in default hereunder and the Agency determines that Developer's failure to proceed has caused damages at least equal to the cost of the plans.

G. (S 607) Approval by Agency

Wherever this Agreement requires the Agency to approve any contract, document, plan, specification, drawing, or other matter such approval shall not be unreasonably withheld.

H. (S 608) Good Faith Deposit

The Developer has, prior to or simultaneously with the execution of this Agreement by the Agency, delivered to the Agency a good faith deposit in the amount of fifty thousand dollars (\$50,000) as security for the performance of the obligations of the Developer to be performed prior to the delivery of possession of the Site, or its retention by the Agency in accordance with the provisions of this Agreement. The receipt of the deposit is hereby acknowledged by the Agency.

The good faith deposit, at the option of the Developer may be in the form of: (i) cash; or (ii) cashier's or certified check; or (iii) negotiable certificates of deposit issued by a federal or state bank; or (iv) negotiable, irrevocable Letter of Credit issued by a federal or state bank payable to the Agency; or (v) any combination of such checks, certificate of deposit, letter of credit and cash. The deposit, if cash or certified or cashier's check, shall be deposited in an account of the Agency in a bank or trust company selected by it.

The Agency shall be under no obligation to pay or earn interest on the deposit but if interest shall accrue or be payable thereon, such interest, when received by the Agency, shall be the property of the Developer and shall promptly be paid to the Developer.

Upon termination of this Agreement as provided in Section 510 (a), (b), (c), or (d) hereof, the deposit, including all interest payable thereon after such termination, shall be retained by the Agency as provided in said Section 510.

Upon termination of this Agreement as provided in Section 509 of this Agreement, the deposit, including all interest payable thereon shall be returned to the Developer by the Agency.

If this Agreement shall not have been cancelled or terminated as in any of said Sections provided, the Agency shall return the deposit to the Developer upon conveyance of title to the Developer.

I. (S 609) Subdivision Map

Developer agrees to sign in the manner required by law, a new subdivision map as prepared by the Agency, which shall describe the Site as one legal lot, to be drawn up and recorded for the development of the Site.

VII. (S 700) ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement includes 34 pages and five (5) attachments, 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 hereof.

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

VIII. (S 800) TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY

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

CULVER CITY REDEVELOPMENT AGENCY
CALIFORNIA

Date: 7/9/84By: [Signature]

APPROVED: LAW OFFICES OF
WEISER, KANE, BALLMER
BERKMAN
GENERAL COUNSEL FOR THE
AGENCY

By: Murray O. Kane
Murray O. Kane

Hampshire National, Inc.

Date: May 10, 1984By: [Signature]

ATTACHMENT 1B

PARCEL 1:

PARCEL D:

THAT PART OF THE 15.57121 ACRE TRACT IN THE RANCHO LA BALLONA, ALLOTTED TO RAMONA S. MACHADO BY DECREE OF PARTITION IN CASE NO. 2722 OF THE DISTRICT COURT, IN AND FOR THE COUNTY OF LOS ANGELES, AND BEING THAT PART OF THE TRACT MARKED "RAMONA S. DE MACHADO 15.57121 ACRES", IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGE 204, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AND THOSE PORTIONS OF THE RANCHO LA BALLONA, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTION OF THE 11.25 ACRE AND THE 819.63 ACRE ALLOTMENTS TO MACENDONIO AGUILAR IN CASE NO. 965 OF THE DISTRICT COURT, IN AND FOR SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO ROBERT SCHLEM AND WIFE, RECORDED ON MARCH 19, 1947 IN BOOK 24380 PAGE 82, OFFICIAL RECORDS, AS INSTRUMENT NO. 300 OF SAID COUNTY, SAID MOST EASTERLY CORNER BEING A POINT IN THE SOUTHEASTERLY LINE OF SAID 15.57121 ACRE TRACT, DISTANT THEREON NORTH 23 DEGREES 15 MINUTES EAST 703.37 FEET FROM THE MOST SOUTHERLY CORNER OF SAID 15.57121 ACRE TRACT; THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 23 DEGREES 15 MINUTES EAST 241.03 FEET; THENCE NORTH 50 DEGREES 30 MINUTES WEST 400.00 FEET; THENCE SOUTH 37 DEGREES 15 MINUTES WEST 125.47 FEET, MORE OR LESS, TO THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THE LAND ABOVE REFERRED TO AS BEING DEED TO ROBERT SCHLEM AND WIFE; THENCE SOUTH 37 DEGREES 35 MINUTES EAST 474.52 FEET, MORE OR LESS, ALONG SAID NORTHWESTERLY PROLONGATION AND ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS LYING NORTHWESTERLY AND NORTHEASTERLY OF THE SOUTHEASTERLY AND SOUTHWESTERLY LINES OF A 25.00 FOOT STRIP OF LAND LYING 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF JORDAN WAY, AND VIRGINIA AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF TRACT NO. 10025, FILED IN BOOK 146 PAGE 2 OF MAPS, RECORDS OF THE COUNTY RECORDER OF LOS ANGELES COUNTY; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VIRGINIA AVENUE AND ITS NORTHEASTERLY PROLONGATION NORTH 52 DEGREES 05 MINUTES 06 SECONDS EAST 302.82 FEET; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 73.30 FEET; THENCE TANGENT TO SAID CURVE, NORTH 36 DEGREES 05 MINUTES 05 SECONDS EAST 53.79 FEET; THENCE SOUTH 50 DEGREES 55 MINUTES 38 SECONDS EAST 12.50 FEET TO A POINT KNOWN AS POINT "A" FOR PURPOSES OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 50 DEGREES 55 MINUTES 38 SECONDS EAST 417.94 FEET, MORE OR LESS, TO THE CENTER LINE OF JEFFERSON BOULEVARD.

AND ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

ATTACHMENT 2 Public Parking Facilities
BEGINNING AT THE INTERSECTION OF A LINE BEARING SOUTH 38 DEGREES 05 MINUTES 0 SECONDS WEST FROM THE ABOVE POINT "A" AND THE SOUTHWESTERLY LINE OF THE ABOVE STRIP 25.00 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 50 DEGREES 55 MINUTES 38 SECONDS EAST 25.44 FEET; THENCE ON A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES 59 MINUTES 14 SECONDS, AN ARC DISTANCE OF 34.70 FEET TO A TANGENT POINT ON SAID LINE BEARING SOUTH 38 DEGREES 05 MINUTES 08 SECONDS WEST; THENCE NORTHEASTERLY ON SAID LINE TO THE POINT OF BEGINNING.

PARCEL 2:

PARCEL 17:

THAT PART OF THE 15.57121 ACRE TRACT IN THE RANCHO LA BALLONA, ALLOTTED TO RAMONA S. MACHADO BY DECREE OF PARTITION IN CASE NO. 2722 OF THE DISTRICT COURT, IN AND FOR THE COUNTY OF LOS ANGELES, AND BEING THAT PART OF THE TRACT MARKED "RAMONA S. DE MACHADO 15.57121 ACRES", IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGE 204, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THAT PORTION LYING WITHIN A STRIP OF LAND 12.50 FEET WIDE, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF JORDAN WAY AND VIRGINIA AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF TRACT NO. 10025, FILED IN BOOK 146 PAGE 8 OF MAPS, RECORDS OF THE COUNTY RECORDER OF LOS ANGELES COUNTY; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VIRGINIA AVENUE AND ITS NORTHEASTERLY PROLONGATION NORTH 52 DEGREES 05 MINUTES 08 SECONDS EAST 302.82 FEET; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 73.30 FEET; THENCE TANGENT TO SAID CURVE NORTH 38 DEGREES 05 MINUTES 08 SECONDS EAST 53.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 50 MINUTES 55 SECONDS 36 SECONDS EAST 378.37 FEET, MORE OR LESS, TO A LINE PARALLEL TO THE CENTER LINE OF JEFFERSON BOULEVARD AND LYING 50.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES.

EXCEPT THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF A STRIP OF LAND 25 FEET WIDE, LYING 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF JORDAN WAY AND VIRGINIA AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF TRACT NO. 10025, FILED IN BOOK 146 PAGE 8 OF MAPS, RECORDS OF THE COUNTY RECORDER OF LOS ANGELES COUNTY; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VIRGINIA AVENUE AND ITS NORTHEASTERLY PROLONGATION NORTH 52 DEGREES 05 MINUTES 08 SECONDS EAST 302.82 FEET; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 73.30 FEET; THENCE TANGENT TO SAID CURVE, NORTH 38 DEGREES 05 MINUTES 08 SECONDS EAST 130.12 FEET, TOGETHER WITH THAT PORTION OF SAID 15.57121 ACRE TRACT, DESCRIBED AS FOLLOWS:

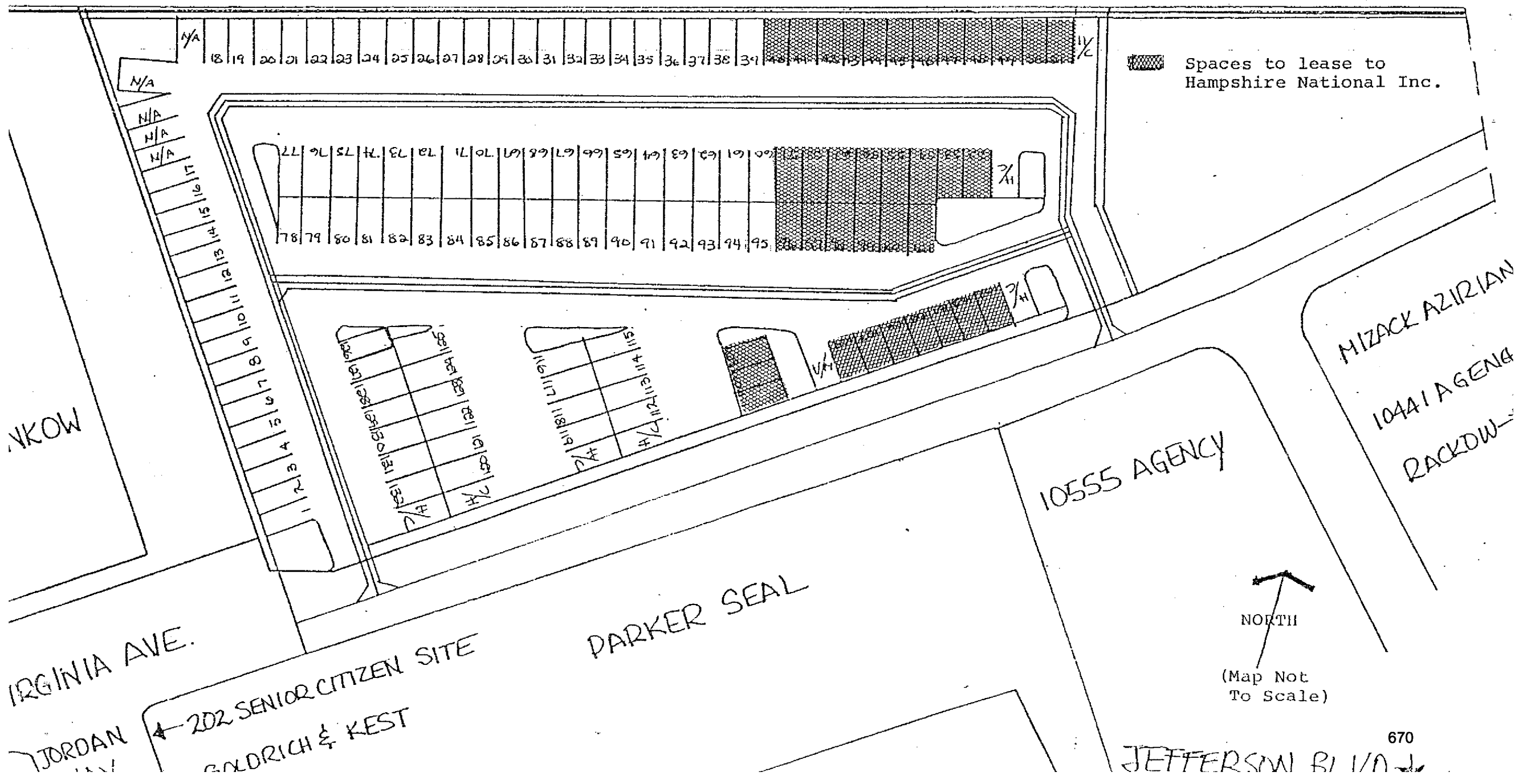
BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF JORDAN WAY AND VIRGINIA AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF TRACT NO. 10025, FILED IN BOOK 146 PAGE 8 OF MAPS, RECORDS OF THE COUNTY RECORDER OF LOS ANGELES COUNTY; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VIRGINIA AVENUE AND ITS NORTHEASTERLY PROLONGATION NORTH 52 DEGREES 05 MINUTES 08 SECONDS EAST 302.82 FEET; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 73.30 FEET; THENCE TANGENT TO SAID CURVE NORTH 38 DEGREES 05 MINUTES 08 SECONDS EAST 53.79 FEET; THENCE SOUTH 50 DEGREES 55 MINUTES 38 SECONDS EAST 12.50 FEET TO A POINT; THENCE SOUTH 38 DEGREES 05 MINUTES 08 SECONDS WEST 12.50 FEET TO THE SOUTHWESTERLY LINE OF ABOVE DESCRIBED 12.50 FOOT STRIP HAVING A BEARING OF SOUTH 50 DEGREES 55 MINUTES 38 SECONDS EAST; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 50 DEGREES 55 MINUTES 38 SECONDS EAST 25.44 FEET; THENCE ON A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES 59 MINUTES 41 SECONDS, AN ARC DISTANCE OF 39.70 FEET TO A TANGENT POINT ON SAID LINE BEARING SOUTH 38 DEGREES 05 MINUTES 08 SECONDS WEST; THENCE NORTHEASTERLY ON SAID LINE TO THE POINT OF BEGINNING.

100 PER CENT RATE.

ME: A117 DUP. PLATS TO FOLLOW IF NOT ENCL.

NEW AGENCY OWNED PARKING LOT - N.E. CORNER OF VIRGINIA AVENUE
AND ALLEY BEHIND NORTH SIDE OF JEFFERSON DEV.

& BALLONA CREEK



4000 X 1000

ALLEY

343.86

PRIVATE

E
N 70° 44' 30" W

$$\begin{array}{r} \Delta = 20.00 \\ K = 27.00 \\ L = 39.70 \\ \hline Y = 27.44 \end{array}$$

$\Delta = 7^{\circ} 01' 06''$
 $K = 312.40$
 $L = 28.25$

11/11/11

132.47

M. 40.05.16 N

10/10/10

100-44281

~~671~~

ATTACHMENT NO. 2

SCHEDULE OF PERFORMANCE

GENERAL PROVISIONS

1. Execution of Agreement by Agency. Agreement, authorized, executed and delivered to Developer by Agency. Within forty five (45) days after Developer delivers a copy of the Agreement signed by the Developer to the Agency.
2. Opening of Escrow. Within 30 days after Event No. 1.
3. Submission - Final Design Concept Drawings, Landscaping Plan and Parking Plan. Developer shall prepare and submit to the Agency final Design Concept Drawings; Landscaping Plan and Parking Plan. No later than thirty (30) days after the execution of this Agreement by the Agency.
4. Approval - Final Design Concept Drawings. Within thirty (30) days after submission by the Developer.
5. Submission - Construction Drawings and Related Plans. Developer shall prepare and submit to the Agency the Construction Drawings, Landscaping Drawings, and the Grading and Parking Plans. Not less than ninety (90) days after the approval of the Final Design Concept Drawings by the Agency.
6. Approval - Construction Drawings and Plans. The Agency shall approve or disapprove the Construction Drawings, the Landscaping Drawings, and the Grading and Parking Plans. Within sixty (60) days after receipt thereof by the Agency.
7. Evidence of Financing. Developer shall submit to the Agency evidence of financing as provided in Section 214 of this Agreement. 30 days prior to Event No. 8.
8. Conveyance of Title. Agency shall convey title to the Site and the Developer shall accept conveyance thereof. No later than January 4, 1985.

- | | |
|--|---|
| 9. <u>Commencement of Construction.</u>
Developer shall commence construction of the improvements. | Within 30 days of event No. 6 but in no event prior to event No. 8. |
| 10. <u>Completion of Construction.</u>
Developer shall complete the construction of improvements. | Within twelve (12) months after commencement of construction. |
| 11. <u>Execution of Subdivision Map.</u>
Pursuant to Section 609 of this Agreement, Developer shall execute title sheet of the subdivision map which includes Developer's property. | Within 15 days of submission by Agency. |

Attachment No. 3

10555 W. JEFFERSON BOULEVARD

SCOPE OF DEVELOPMENT

I. DESCRIPTION OF DEVELOPMENT

The Site shall be designed and developed as an integrated complex in which the building and the landscaping blend to create a pleasant environ to look at and work in. The spaces around the building shall be designed with cohesiveness and architectural quality.

All development within the Site shall be consistent with the Overland/Jefferson Redevelopment Plan and the Design for Development. In addition, the development plans (including plans, drawings and related documents) shall be subject to review and approval by the Agency and the City to assure conformance to the Redevelopment Plan and the City's building, zoning, architectural and related ordinances and regulations, and to those standards and requirements for the development of the Site reasonable and necessary to assure such conformance.

The Developer shall construct on the Site a low rise office/light industrial use building. All activities shall be conducted wholly within a completely enclosed building. Furthermore, the development shall be consistent in building height, material, color, architectural design, landscaping (as modified), signing, detailing and all other areas listed in this Scope of Development.

II. USES PERMITTED

The development shall be used for any nonretail use or uses (except residential) permitted by the City's Extended Commercial (C-3e) zoning classification which meets the standards and criteria of this Agreement. Sales of merchandise incidental to any permitted use shall not be deemed to be retail commercial use, provided that the place of business is not open to the general public for retail sales or advertised as such.

III. DEVELOPMENT STANDARDS

A. GENERAL

Building Space

All activities shall be conducted wholly within the building.

Security Features

Site security requirements shall be achieved with minimal visual impact.

Barbed wire security fencing shall not be permitted.

Plans

Developer shall submit preliminary drawings, elevations and landscaping plans for the development of the Site to the Agency for architectural review as outlined in the Schedule of Performance (Attachment No. 3).

B. BUILDING AND PARKING AREA SETBACKS

The building Site shall be set back from the front property line not less than fifteen feet (15'0") or in compliance with City zoning ordinances, whichever is greater. All required setback areas shall be landscaped.

C. LANDSCAPING

A minimum of fifteen percent (15%) of the Site shall be improved with landscaping. Landscaped setback areas as required in Section III.C shall be credited towards this requirement. The development shall be landscaped in accordance with landscape plans approved by the City and the Agency. Landscaped areas shall be maintained in a sightly and well-kept condition.

All unpaved areas between property lines and the building shall be landscaped. To the extent possible, berms shall be utilized to shield parking areas from the street. All landscape areas shall be provided with automatic irrigation systems, hose bibs and minimum 6" high concrete borders. Landscaping shall be installed prior to the issuance by the City of the Certificate of Occupancy for the development.

The following guidelines are intended to assist in the preparation of acceptable landscaping plans.

General

It is the objective of the landscape guidelines to integrate the physical architectural elements of building with the streetscape and to visually screen undesirable elements such as parking, storage, loading, refuse collection and similar areas from view from public rights of way and adjacent properties.

Landscape elements shall be of the "long lived" variety. Short lived materials can be utilized, but only as a supplement to longer lived elements.

Landscape elements shall relate to architectural design elements. Landscape materials are considered to be strong unifying elements and, therefore, should reflect the physical, functional and aesthetic qualities of the site.

Interior Side and Rear Yards

Landscaping in these areas should be planned chiefly to offer screening of varied vertical relief from adjoining properties. Varying tree species and size selections planted on the equivalent of thirty foot (30'0") centers along the side and rear property lines, in conjunction with appropriate shrubs and ground cover, shall be employed to achieve the desired results.

Building Landscaping

Where the building is physically separated from required landscaped setbacks by paved vehicular areas, landscaping shall be provided adjoining the building. Generally, such landscaping shall consist of continuous planters of not less than five feet (5'0") in width. In cases of restricted access or visibility, spot planters for trees may be utilized. In both cases, the equivalent of not less than one tree per thirty (30) lineal feet of building shall be provided. Within these guidelines, City and Agency approval of continuous planters vs. spot planters and of tree placements on uniform centers versus in clustered groupings shall depend primarily on the exterior architectural design characteristics and features of the building.

Parking Area Landscaping

Not less than one tree shall be provided for each 1,750 s.f. of paved vehicular area on the site,

and such trees shall generally be dispersed within planter islands dividing parking rows of five (5) or more spaces. In areas of restricted visibility, credit for trees within property line and building line planters may be given towards meeting this requirement under City Site Plan Review.

Low profile three foot (3'0") high screening of parking areas from adjoining properties and rights-of-way shall be provided by any combination of slopes, berms, raised planters or masonry walls or as may be approved or required under City Site Plan Review. The three (3) foot height shall be measured from the higher finished grade of parking surface or public sidewalk.

Special Features Screening

Storage and loading facilities shall be screened from view from adjoining properties and rights-of-way by suitable combinations of primary architectural elements of the building, berming, and/or dense landscaping (including vines and decorative masonry walls) as may be approved or required under City Site Plan Review.

Major Landscape Components

For purposes of this Scope of Development, the following four (4) major landscape component categories shall each be addressed in detail on landscape plans required to be submitted for City and Agency review and approval; trees, shrubs and vines, ground cover, and appurtenant improvements. Species and size selections for all plant materials should be varied and keyed to the style of the particular development proposed, overall development themes for the project area, and West Los Angeles area climatic conditions.

1. Trees:

In quantities and placements required hereinabove, the following size ratios shall be observed for all on-site trees planted:

- a. Not less than 20% shall be 36" - Box or larger specimens;
- b. Not less than 20% shall be 24" - Box specimens; and
- c. The remaining 60% shall be not less than 15-gal. size.

- d. A detailed sketch or note of the method proposed for the staking or guying of all trees shall be provided.
- c. Detailed landscape plans shall include the planted heights, spreads and trunk calipers of all trees to be planted.

2. Shrubs and Vines:

Utilized primarily to serve as dense opaque screens for parking, loading and storage areas and to provide intermittent visual transitional relief between trees and ground cover, evergreen shrubs shall be planted of the species or variety and in quantities and locations approved or required under City Site Plan Review. Shrubs shall not be less than five 5 gallons in size, except where serving as a screening device their size and spacing shall be sufficient to achieve a three (3'0") foot hedgerow appearance upon initial planting.

The use of climbing vines particularly on relatively nondescript opaque wall surfaces is encouraged. Where so employed or required, such vines shall be not less than one (1) gallon in size and shall be planted on five foot (5'0") centers.

3. Ground Cover:

Ground cover shall be utilized to supplement trees, shrubs and vines in all landscaped areas. Generally, the use of sod in relatively large, open flat areas and other materials such as ice plant in smaller, obstructed slope areas is encouraged. Flowering ground cover shall be utilized to add color and variety at key focal points.

4. Appurtenant Improvements:

Improvements appurtenant to landscaping include but are not limited to the following:

- a. An automatic, permanent irrigation system to all landscaped areas including bubblers to street trees;
- b. Street tree well covers where required;
- c. Soil amendments;

- d. Topographical contours or berms;
- e. Jute or other methods proposed for surface stabilization of steeper slope areas;
- f. Plan legend denoting species, size, quantity and location of all plant materials, including heights, spreads and calipers of trees and species of shrubs and ground covers;
- g. Six inch (6") high concrete curbing constructed to City standards separating all planted areas from paved vehicular areas;
- h. Material, color, texture, finish, etc., of all pedestrian-related improvements proposed such as walks, safety lighting or railing and benches;
- i. Material, color, texture, finish, etc., of all exposed screening or retaining wall surfaces;
- j. The height, size, area, location, materials, color, texture, etc., of all proposed project signing and addressing (also see Section III.D.5).

D. ARCHITECTURAL DESIGN

1. General Parameters

The development shall be designed, constructed and maintained in a manner consistent with City architectural design standards as set forth in the adopted Design and Physical Development Plan, and in accordance with City and Agency approved plans.

The following guidelines are intended to highlight and augment the more generalized architectural design standards of the "Manufacturing/Sales District" of the City's Design and Physical Development Plan which are applicable to the development.

The building, machinery and equipment shall be so constructed, installed and maintained, and the activity conducted therein shall be such that all noises, vibration, dust, odor and other objectionable factors shall be

reduced to the extent that no annoyance or injury will result to any persons residing in the vicinity of the Site. The building shall include underground phone and electrical services.

2. Building Exteriors

- a. All exterior building surfaces shall have primary or integral as opposed to secondary or applied architectural treatment and detailing based upon a unifying design theme or motif common to all sides of the building;
- b. The theme or motif so established shall likewise be reflected in the exterior design treatment and detailing of all accessory structures or improvements such as screening walls and signs;
- c. No portion of the roof of the building shall project above said building's parapet; and
- d. The use of glass, and rougher-textured or pigment cast concrete or masonry materials as opposed to smooth painted exterior surfaces shall be encouraged.

3. Equipment Screening

a. Building-Mounted

All mechanical or electrical support equipment including but not limited to motors, compressors and air conditioning or heating units, and all vents, vent caps, shafts, duct work, sky lights, pipes and similar equipment or devices on or projecting through the roof or exterior walls of a building shall be screened from view from adjoining properties and rights-of-way by the primary or integral architectural features or elements of the building, as opposed to secondary screening devices or enclosures.

b. Ground-Mounted

No mechanical or electrical equipment including but not limited to motors, compressors and transformers nor any out-of-doors storage facility shall be

located within the street-facing building setback area except within an underground vault. Elsewhere on the site all such equipment or facilities shall be fully screened from view from adjoining properties and rights-of-way by solid masonry walls with opaque gates and landscaping.

4. Lighting

- a. All exterior building, grounds and accessory structures or improvements lighting shall be designed, installed and maintained so as to be deflected down and away from adjoining properties and rights-of-way;
- b. Security and parking area lighting may be provided by fixtures mounted on the building which do not project above the building parapet lines, or by free-standing posts, mastarms, and luminaries, each of which shall not exceed twelve feet (12'0") in height; and
- c. Pedestrian walkway and safety lighting may be provided inset into risers, soffits or other similar features or by free-standing devices, each unit of which shall not exceed twelve feet (12'0") in height.

5. Signing

Notwithstanding the "Street Graphics Design Standards" City Ordinance, the only signing permitted within the development shall be as follows:

a. Ground Sign

The Site shall be permitted one monument sign not to exceed five feet (5'0") in height including pedestal base measured from the top of sidewalk nor 25 square feet in background area solely for the purpose of identifying the name(s) and address(es) of the business occupant(s).

b. Wall Signs

In addition to the above, an addressing and identification wall sign displayed at the entry of the building shall be permitted. The total area of such wall sign shall not exceed 25 square feet.

c. Temporary Signs

One (1) unlighted construction or real estate ground or wall sign shall be permitted not to exceed 32 square feet nor eight feet (8'0") in height (ground sign). Such signs may only be displayed throughout the duration of the actual construction or "For Sale, Lease, or Rent" period.

d. Directional signs for the parking lot, driveway and truck loading area will be permitted. By exclusion, other signs or types of signs not herein expressly allowed shall not be permitted.

E. VEHICULAR ACCESS, PARKING, AND LOADING

1. The Site shall be provided with off-street parking in accordance with the applicable City requirements, including number of spaces, design of parking areas, and design of access driveways to parking areas except that:

a. Nothing herein shall be construed to prevent a development from exceeding the City's minimum requirements; and

b. Where parking standards adopted for and applicable to redevelopment project areas exceed City standards the former shall prevail;

2. The Developer shall provide off-street parking spaces to meet applicable City requirements for the development either on site or on the adjacent Agency owned municipal parking lot pursuant to Section 201 of said Agreement.

3. In addition to the requirements of Section III.E.1. above, parking shall not be permitted in the following areas:

- a. Between public street pavements and property lines, except for permitted curb-side parking;
 - b. In required loading areas; or
 - c. Blocking access to the required refuse storage area(s).
4. All loading activities and the parking or storage of all non-passenger vehicles shall occur behind approved visual barrier screening of such areas from view from public streets; and
 5. Where permitted by C-3e zoning requirements, dock high and depressed ramp loading facilities shall be recessed within buildings.

F. CONSISTENCY

All plans and drawings submitted for review shall not only be consistent with the standards set forth herein, but shall also be consistent with each other and with other approved plans for the Project Area, specifically with the adjacent site and in accurately showing all necessary details of the development proposed.

IV. CITY'S ZONING, ARCHITECTURAL, AND OTHER REQUIREMENTS

The City of Culver City has adopted zoning, architectural and other requirements relating to the development of land within its jurisdiction. These requirements shall be adhered to in the planning and implementation of all developments. The requirements contained in this Scope of Development shall be construed as being in addition to City requirements and in the case of conflict, the more stringent shall prevail.

V. PUBLIC IMPROVEMENTS

Certain public improvements have been installed in connection with the proposed private development of the Site. These improvements have been installed and constructed at the expense of the Agency. These improvements include the alley widening and realignment, construction of the parking spaces located between the alley (realigned) and La Ballona Creek, undergrounding of utility transmission lines, and other improvements related to the Los Angeles County Flood Control District's right-of-way.

VI. RESPONSIBILITY FOR COSTS OF IMPROVEMENTS

Participant shall be responsible for all costs and expenses of development in accordance with the requirements of the Agreement and Scope of Development and plans approved by the Agency pursuant hereto, including but not limited to demolition, site preparation, excavation, recompaction, rough and finish grading, construction of improvements, parking and landscaping.

VII. DESCRIPTION OF REVIEW PROCESS FOR DEVELOPMENT

A Schedule of Performance has been established which outlines the steps involved in City and Agency review and approval of the plans, drawings, and specifications for the development.

VIII. RESPONSIBILITY FOR SECURING PERMITS AND PAY APPLICABLE FEES

Nothing contained in this Scope of Development or in this Agreement shall be construed in any way to exempt the developer (or its assignee, buyer, transferee, conveyee, or lessee) from securing all permits and paying fees required of developers of private property within the City of Culver City prior to commencing work.

ATTACHMENT NO. 4

DESCRIPTION OF PARKING RIGHTS

Agency shall grant to Developer the exclusive right to use an agreed upon number of parking spaces in the Agency Parking Lot shown on the Site Map (Attachment No. 1A to the Disposition and Development Agreement ("DDA")), pursuant to the following terms and conditions:

1. Number of Spaces: Developer shall lease a minimum of six (6) spaces and a maximum of thirty-six (36) spaces, the final number to be determined: (a) within one (1) year of issuance of the first Certificate of Occupancy for the Site development; or (b) when the building is 95% leased; whichever occurs first. If such notice is not timely given, then the number of parking spaces leased shall be deemed to be six (6).
2. Term: The term of such lease of parking spaces shall be ~~forty~~ (40) years from the date of issuance of such Certificate of Occupancy.
3. Parking Rights Consideration: As consideration and rental for the lease of said parking spaces, Developer shall make the following payments:
 - a. Three Thousand Five Hundred Dollars (\$3,500) per space for the 6 minimum number of parking spaces, payable by Developer upon transference of title to the Site to Developer.
 - b. Three Thousand Five Hundred Dollars (\$3,500) per space for any additional spaces reserved by Developer prior to transference of title to the Site to Developer; payable by Developer on or before transference of title to the Site.
 - c. Four Thousand Two Hundred and Fifty (\$4,250) per space for any additional spaces reserved by Developer within: (a) one (1) one year of issuance of the first Certificate of Occupancy for the Site development; or, (b) when the building is 95% leased; whichever occurs first and payable by Developer concurrently with the delivery to Agency of the written notice referred to paragraph 1 above.
 - d. At the conclusion of the forty (40) year term, Developer shall continue to lease at least 6 spaces from the Agency at rents then reasonably determined to be fair market rents by Agency.

4. Developer at its cost may identify parking spaces with name or address and/or reserved.
5. Developer shall comply with reasonable use restrictions established by the Agency.
6. Agency shall maintain parking lot and parking lot landscaped area.
7. Agency may replace leased parking at Agency expense, within 250 feet of the Site at the same terms and conditions as set forth herein for the original spaces.

85 408167

Escrow No. 73-849-pv

Title Order No: 7944778

Project Area: Overland-Jefferson No. 2

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:CULVER CITY REDEVELOPMENT AGENCY
P.O. BOX 507
Culver City, CA 90232-0507
Attn: Susan Berg

ALL TAX STATEMENTS TO:

Hampshire National, Inc.
10555 Virginia Avenue
Culver City, California 90232CULVER CITY
REDEVELOPMENT AGENCYAPR 1 1986
RECEIVED

GRANT DEED

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

APR 12 1985 AT 8AM

Recorder's Office

SURVEY MONUMENT FEE \$10, CODE 92

FEE \$ 31 1/2 G

14

Documentary Transfer Tax
\$ 3298.35Full Value
City of Culver City, \$2198.98 (20)
County of Los Angeles \$1099.45 (80)
Melvin Kula TO TICORFOR A VALUABLE CONSIDERATION, receipt of which is hereby
acknowledged,

The CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of California, herein called "Grantor", acting to carry out the Redevelopment Plan herein called "Redevelopment Plan", for the Overland-Jefferson Redevelopment Project, herein called "project", under the Community Redevelopment Law of California, hereby grants to 10555 JEFFERSON, INC., a California Corporation herein called "Grantee", the real property situated in the City of Culver City, County of Los Angeles, and State of California, hereinafter referred to as the "property", described in the document attached hereto, labelled Exhibit "A" and incorporated herein by this reference together with an easement, appurtenant to the Property as described and excepted and reserved in paragraph 3 of that certain Grant Deed between the Grantor and 10451/9 Jefferson Boulevard, a limited partnership as Grantee, dated March 4, 1985, recorded on April 2, 1985 as Instrument No. 85-359372.

1. Grantor excepts and reserves any and all portions of the proposed 25 foot wide public alley along the northwesterly boundary of the Property which might otherwise pass with a conveyance of the Property including any fee title reversion underlying said proposed public right of way.

PAGE 1 OF 5

2. The Property is conveyed subject to the Redevelopment Plan and the Disposition and Development Agreement entered into, by and between Grantor and Hampshire National, Inc., a California Corporation, dated July 9, 1984 and as amended between the parties on January 7, 1985. Grantor, on February 18, 1985, approved an assignment of said Disposition and Development Agreement from Hampshire National, Inc. to 10555 Jefferson, Inc., a California Corporation. The Assignment of the rights and responsibilities under said Disposition and Development Agreement was accepted by the assignee. The Disposition and Development Agreement as amended and assigned is hereinafter referred to as the "DDA".

3. The Property is conveyed subject to future easements to be reserved upon vacation of the existing alley within the northwesterly 30.00 feet of the property for utilities located therein. The Property is conveyed further subject to existing easements and rights of way listed on the "Schedule of Existing Easements" attached hereto labeled Exhibit "B" and incorporated herein by this reference.

4. The Grantee hereby covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property that during construction and thereafter the Grantee, such successors and such assigns, shall develop and use the Property for the uses specified in the Redevelopment Plan, the Scope of Development attached to the DDA, and plans approved by the Grantor, and shall hold the Property and the leasehold interest of Grantee under that certain Master Lease between Grantor and Grantee dated January 7, 1985, as one parcel, with no subdivision thereof.

5. The Grantor shall have the additional right at its option, to reenter and take possession of the Property hereby conveyed with all improvements thereon, and revert in the Grantor the estate hereby conveyed to the Grantee, if after conveyance of title and prior to issuance of the Certificate of Completion the Grantee or its successors in interest shall:

- (a) Fail to proceed with the construction of the improvements as required by the DDA for a period of three months after written notice thereof from the Grantor; or
- (b) Abandon or substantially suspend construction of the improvements for a period of three months after written notice of such abandonment or suspension from the Grantor; or
- (c) Transfer, or suffer any involuntary transfer of the Property or any part thereof, in violation of the DDA.

85 408107

The right to reenter, repossess, terminate and revert shall be subject to and be limited by and shall not defeat, render invalid, or limit:

- (a) Any mortgage, deed of trust or other financing or security instrument permitted by the DDA;
- (b) Any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other financing or security instruments;

6. Grantee covenants by and for himself, his 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, sex, marital status, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee himself or any person claiming under or through him, 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 Property. The foregoing covenants shall run with the land.

All deeds, leases or contracts made relative to the Property, improvements thereon, or any part hereof, shall contain or be subject to substantially the following nondiscrimination clauses:

- (i) In deeds: "The Grantee herein covenants by and for himself, his 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, marital status, religion, sex, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee himself or any person claiming under or through him, 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."

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

85 408107

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religion, sex, marital status, creed, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, 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 land herein leased."

- (iii) In Contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, sex, marital status, creed, national origin, religion, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, 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 or vendees of the land."

7. 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, deed of trust or other financing or security instrument permitted by the DDA; provided, however, that any successor of Grantee to the property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. Except as otherwise provided, and except for Grantor's covenants of title, the covenants contained in this Grant Deed shall remain in effect until December 28, 2006. The covenants against discrimination shall remain in perpetuity.

9. The covenants contained in this Grant Deed shall be binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of the Grantor and 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, in the event of any breach of any such covenant shall have the right to exercise all of 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 be for

the benefit of and shall be enforceable only by the Grantor and its successors.

10. Any amendments to the Redevelopment Plan which change the uses or development permitted on the property or otherwise change or eliminate in whole or in part any of the restrictions or controls that apply to the property shall require the written consent of the Grantee, its successors and assigns. Amendments of the Redevelopment Plan applying to other property in the Project area shall not require the consent of the Grantee, its successors and assigns.

11. In the event of any express conflict between this Grant Deed and the DDA, the provisions of this Grant Deed shall control.

12. None of the provisions of the DDA shall be deemed to be merged with this Grant Deed.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 1st day of April, 1985.

CULVER CITY REDEVELOPMENT AGENCY

Dated: April 1, 1985

By: 
RICHARD R. BRUNDO, CHAIRMAN

APPROVED:

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

On April 1, 1985, before me, the undersigned City Clerk of the City of Culver City, California, personally appeared RICHARD R. BRUNDO, known to me to be the Chairman of the Culver City Redevelopment Agency that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Agency therein named, and acknowledged to me that said Agency executed the same.


PAULINE C. DOLCE, CITY CLERK

85 408107

EXHIBIT "B" CONT'D

OF PARTITION IN CASE NO. 2722 OF THE DISTRICT COURT IN AND FOR SAID COUNTY AND BEING THAT PART OF THE TRACT MARKED "RAPOMA S. DE MACHADO 15.57121 ACRES, ON MAP RECORDED IN BOOK 3 PAGE 204 OF MISCELLANEOUS RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID 15.75121 ACRE TRACT, DISTANT ALONG SAID LINE NORTH 23 DEGREES 15 MINUTES EAST 1331.29 FEET TO THE MOST EASTERLY CORNER OF SAID 15.57121 ACRE TRACT; THENCE ALONG THE NORTHEASTERLY LINE OF SAID TRACT, NORTH 50 DEGREES 30 MINUTES WEST 231.63 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED OF TRUST RECORDED OCTOBER 15, 1951 IN BOOK 37415 PAGE 24, OFFICIAL RECORDS, AS INSTRUMENT NO. 1295, SAID MOST NORTHERLY CORNER BEING IN A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1135 FEET, WHICH IS CONCENTRIC WITH THAT CERTAIN CURVE HAVING A RADIUS OF 1000.00 FEET, AS DESCRIBED IN PARCEL NO. 226 OF FINAL DECREE OF CONDEMNATION ENTERED IN CASE NO. 402182, SUPERIOR COURT, A CERTIFIED COPY OF THE DECREE BEING RECORDED IN BOOK 17079 PAGE 314, OFFICIAL RECORDS OF SAID COUNTY, SAID MOST NORTHERLY CORNER BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, NORTH 50 DEGREES 30 MINUTES WEST 110.07 FEET TO A POINT IN THE MIDDLE OF BALLONA CREEK, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE LAND CONVEYED BY PETER HAACK TO JOSE DE LA LUZ MACHADO, BY DEED RECORDED JUNE 17, 1913 IN BOOK 5541 PAGE 71 OF DEEDS, AS INSTRUMENT NO. 50; THENCE ALONG THE MID-CHANNEL OF SAID BALLONA CREEK, BEING ALSO THE NORTHWEST LINE OF SAID LAST MENTIONED LAND, THE FOLLOWING COURSES:

SOUTH 10 DEGREES 28 MINUTES 00 SECONDS WEST 115.21 FEET; SOUTH 37 DEGREES 35 MINUTES 00 SECONDS WEST 416.91 FEET; SOUTH 49 DEGREES 55 MINUTES WEST 86.71 FEET OF LAND SOUTH 65 DEGREES 17 MINUTES WEST 155.05 FEET TO THE NORTHEASTERLY LINE OF THE LAND CONVEYED BY JOSE DE LA LUZ MACHADO TO PETER HAACK, BY SAID DEED RECORDED IN BOOK 5541 PAGE 71 OF DEEDS OF SAID COUNTY; THENCE ALONG SAID LAST MENTIONED NORTHEASTERLY LINE, SOUTH 37 DEGREES 35 MINUTES EAST 15.38 FEET TO THE MOST WESTERLY CORNER OF THE LAND SO DESCRIBED IN SAID DEED TO ROBERT SCHLEM AND WIFE; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LAND, NORTH 65 DEGREES 17 MINUTES EAST 153.64 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 49 DEGREES 55 MINUTES EAST 90.39 FEET TO ANOTHER ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 37 DEGREES 15 MINUTES 00 SECONDS EAST 13.39 FEET TO THE MOST NORTHERLY CORNER OF SAID LAST MENTIONED LAND; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LAND, SOUTH 37 DEGREES 35 MINUTES EAST 5.18 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 20.00 FEET FROM THE LINE HEREINBEFORE DESCRIBED AS HAVING A BEARING OF SOUTH 37 DEGREES 15 MINUTES WEST AND A LENGTH OF 416.91 FEET; THENCE NORTH 37 DEGREES 35 MINUTES EAST 288.60 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO STANLEY M. RACKOW, ET AL., RECORDED OCTOBER 7, 1952 IN BOOK 40022 PAGE 368, AS INSTRUMENT NO. 2050; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINES OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED AND ALONG THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED OF TRUST TO THE TRUE POINT OF BEGINNING.

EXHIBIT A

NEW AGENCY OWNED PARKING LOT - N.E. CORNER OF VIRGINIA AVENUE
AND ALLEY BEHIND NORTH SIDE OF JEFFERSON DEV.

2 BALLONA CREEK

13 PARKING SPACES LEASED

PARKING SPACES REMAINING
FOR LEASE



(Map Not
To Scale)

10555 AGENCY

JEFFERSON BLVD

PARKER SEAL

202 SENIOR CITIZEN SITE

202 SENIOR CITIZEN SITE

VIRGINIA AVE

JORDAN AVE

85 408007

NEW AGENCY OWNED PARKING LOT - N.E. CORNER OF VIRGINIA AVENUE
AND ALLEY BEHIND NORTH SIDE OF JEFFERSON DEV.

BALLONA CREEK

13 PARKING SPACES LEASED

PARKING SPACES REMAINING
FOR LEASE

EXISTING
1041 ASGN
HIDCK 22121M

10555 AGENCY

North
(Map Not
to Scale)

JEFFERSON CREEK

PARKER SEAL

202 SENIOR CITIZEN SITE

202 SENIOR CITIZEN SITE

VIRGINIA AVE

85 408007

EXHIBIT "B"

SCHEDULE OF EXISTING EASEMENTS

1. A RIGHT-OF-WAY OVER AND ACROSS SAID LAND FOR A WATER DITCH, AS SAID DITCH IS MENTIONED AND DESCRIBED IN THE DECREE OF PARTITION ENTERED MAY 14, 1868 IN CASE NO. 965 OF THE DISTRICT COURT OF LOS ANGELES COUNTY.
2. THE RIGHT TO ENTER, PASS, DEPOSIT TOOLS, IMPLEMENTS AND OTHER MATERIALS ALONG THE NORTHWESTERLY PORTION OF SAID LAND, AND TO TAKE THEREFROM AND USE DEEPENING OR OTHERWISE RECTIFYING, CHANNELS AND FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF EMBANKMENTS AND OTHER PROTECTIVE WORKS, AS GRANTED TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, IN DEED RECORDED JANUARY 22, 1920 IN BOOK 7096 PAGE 36 OF DEEDS.
3. A LEASE, AFFECTING THE PREMISES HEREIN STATED, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN, FOR THE TERM AND UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED,

TYPE OF LEASE :	SUBSURFACE OIL AND GAS
DATED :	NOVEMBER 15, 1958
LESSOR :	MARIE MELANIE GREBEK MACHADO, A WIDOW
LESSEE :	CONTINENTAL OIL COMPANY, A CORPORATION
RECORDED :	DECEMBER 16, 1958 IN BOOK M-179 PAGE 891, OFFICIAL RECORDS
AFFECTS :	THAT PORTION OF SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID LEASEHOLD OR MATTERS AFFECTING THE RIGHTS OR INTERESTS OF THE LESSOR OR LESSEE ARISING OUT OF OR OCCASIONED BY SAID LEASE.

4. ANY EXISTING EASEMENTS AND RIGHTS APPURTENANT TO THE OWNERSHIP OF OTHER PARCELS OF LAND IN SAID RANCHO LA BALLONA INCLUDING RIGHTS IN WATERS IN AND UNDER SAID LAND, AS INDICATED BY THE FOLLOWING PROVISIONS OF SAID PARTITION DECREE:

"AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT ANY AND ALL RIGHTS AND PRIVILEGES TO AND IN THE WATER ENTERING IN THE RANCHO BY THE BALLONA CREEK AND THEREIN FLOWING AND RUNNING HERETOFORE, HELD, POSSESSED AND ENJOYED, BY ANY OF THE OWNERS OR OCCUPANTS OF THE RANCHO OR TO SAID RANCHO OR RIGHT APPERTAINING ARE HELD BY THE PARTIES ADJUDGED TO BE THE OWNERS OF SAID RANCHO IN THE SHARES AND PROPORTIONS OF THEIR RESPECTIVE FORMER OWNERSHIPS IN THE RANCHO WHEN PROPORTIONATE RIGHT IN SAID WATERS IS ATTACHED AS AN EASEMENT AND HEREDITAMENT TO EACH PARCEL OF IRRIGABLE LAND HEREBY BY THIS DECREE ALLOTTED, TO RUN WITH SUCH LAND UNTIL LOST BY ABANDONMENT OR OTHER LAWFUL CAUSE".

EXHIBIT "B" CONT'D

5. RIGHT TO ENTER UPON THE LAND THROUGH OR ALONG WITH THE LA BALLONA CREEK OR ITS AFFLUENTS, OR ANY DITCHES MENTIONED IN THE HEREINAFTER RECITED SUIT RUNS, FOR THE PURPOSE OF SECURING TO THE PARTIES TO SAID SUIT, THE RIGHTS BELONGING TO THEM, AS PROVIDED BY THE DECREE ENTERED IN CASE NO. 31323, SUPERIOR COURT.

6. AN EASEMENT AFFECTING ALL OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
 IN FAVOR OF : LOS ANGELES COUNTY FLOOD CONTROL DISTRICT BY MARTIN UMARRIET,
 MARIA UMARRIET, JOHN UMARRIET
 FOR : THE CONSTRUCTION, RECONSTRUCTION, INSPECTION, MAINTENANCE AND
 REPAIR OF PROTECTION WORKS FOR THE PURPOSE OF CONFINING THE
 WATER OF BALLONA CREEK IN A SINGLE CHANNEL AND FOR THE PURPOSE
 OF ESTABLISHING AN OFFICIAL CHANNEL TO CARRY THE WATER OF SAID
 STREAM IN A DEFINITE COURSE OVER THE PROPERTY HEREIN DESCRIBED
 : IN BOOK 7098 PAGE 50 OF DEEDS.
 RECORDED

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT.

7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
 IN FAVOR OF : CITY OF CULVER CITY
 (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)
 FOR : PUBLIC STREET PURPOSES
 RECORDED : MARCH 31, 1953 IN BOOK 41354 PAGE 211, OFFICIAL RECORDS
 AFFECTS : AFFECTING PARCEL 1, OVER THAT PORTION OF PARCEL 1, INCLUDED
 WITHIN THE FOLLOWING DESCRIBED LAND:

PARCEL 1:

THAT PART OF THE 15.57121 ACRE TRACT IN THE RANCHO LA BALLONA, IN THE COUNTY OF LOS ANGELES, ALLOTTED TO RAMONA S. DE MACHADO, BY DECREE OF PARTITION IN CASE NO. 2722 OF THE JUDICIAL COURT OF LOS ANGELES AND BEING THAT PART OF THE TRACT MARKED "RAMONA S. DE MACHADO 15.57121 ACRES", ON MAP RECORDED IN BOOK 3 PAGE 204 OF MISCELLANEOUS RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ROBERT SCHLEM AND WIFE, RECORDED MARCH 9, 1947 IN BOOK 24380 PAGE 82, OFFICIAL RECORDS, AS INSTRUMENT NO. 300, SAID MOST EASTERLY CORNER BEING A POINT IN THE SOUTHEASTERLY LINE OF SAID 15.57121 ACRE TRACT, DISTANT NORTH 23 DEGREES 15 MINUTES EAST 703.37 FEET FROM THE MOST SOUTHERLY CORNER OF SAID 15.57121 ACRE TRACT; THENCE, ALONG SAID SOUTHEASTERLY LINE, NORTH 23 DEGREES 15 MINUTES EAST 627.92 FEET TO THE MOST EASTERLY CORNER OF SAID 15.57121 ACRE TRACT; THENCE NORTHWESTERLY, ALONG THE NORTHEASTERLY LINE OF SAID 15.57121 ACRE TRACT, 20.83 FEET TO A LINE PARALLEL WITH AND DISTANT 20.00 FEET FROM SAID SOUTHEASTERLY LINE; THENCE SOUTHWESTERLY, ALONG SAID PARALLEL LINE TO A LINE EXTENDING NORTH 37 DEGREES 35 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 35 MINUTES EAST TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE 15.57121 ACRE TRACT IN THE RANCHO LA BALLONA, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, ALLOTTED TO RAMONA S. MACHADO, BY DECREE

EXHIBIT "B" CONT'D

8. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES.
 IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
 (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)
 FOR : POLE LINES
 RECORDED : APRIL 19, 1949 IN BOOK 29876 PAGE 337, OFFICIAL RECORDS
 AFFECTS : THE SOUTHEASTERLY 20 FEET OF THE 7.71 ACRE TRACT IN THE RANCHO LA BALLONA, BEING THAT PORTION OF THE 15.57121 ACRE TRACT OF LAND ALLOTTED TO RAMONA S. DE MACHADO, BY DECREE OF PARTITION IN CASE NO. 2722, DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF SAID STATE, IN AND FOR SAID COUNTY; AND ALSO BEING THAT PORTION OF THE TRACT MARKED RAMONA S. DE MACHADO, 15.57121 ACRES ON MAP RECORDED IN BOOK 3 PAGE 204 OF MISCELLANEOUS RECORDS, WHICH WAS ASSIGNED TO SAID MARIE MELANIE GREER MACHADO, BY THAT CERTAIN DECREE ASSIGNING ESTATE TO WIDOW BY THE SUPERIOR COURT OF SAID STATE, IN AND FOR SAID COUNTY, A CERTIFIED COPY OF LAST MENTIONED DECREE BEING RECORDED IN BOOK 3140 PAGE 391, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION WHICH WAS CONVEYED TO ROBERT SCHLEM AND ROSE SCHLEM, BY A DEED DATED JANUARY 23, 1974 AND RECORDED IN BOOK 24380 PAGE 82, OFFICIAL RECORDS.

RECORDER'S MEMO:
 POOR RECORD IS DUE TO
 QUALITY OF ORIGINAL DOCUMENT

PAGE 4 OF 4

85 408107

TO Culver City Redevelopment Agency

OFFICE

Legal Description: 10555 Jefferson Blvd.

DOCUMENTS RECORDED 4/12/ 1985
Debits Credits

Deposits—Cash		\$		\$	
Total Consideration for—Deed	Note			999,192.00	
Parking Rights	40 YEARS--- PARKING FEE			45,500.00	
Paid Outside of Escrow (as indicated in escrow instructions)		40,000.00			
Unpaid Principal Balance—Trust Deed of Record					
New Note and Trust Deed					
Interest \$	@	% from	to		
Mtg. Ins. \$	1 yr. from		to		
Taxes \$	mo. from		to		
Rents \$	mo. from		to		
ins. \$	Prem. \$	yr. from	to		
Commission					
Payoffs					
Messenger Fees			25.00		
Beneficiary's Fee for Furnishing Demand and/or Statement (paid lender)					
Water Stock Transfer Fee					
Impounds: Mortgage Insurance, Taxes & Assessments and Fire Insurance					
Undisbursed Loan/Bldg. Loan A/C including recording Notice of Completion					
Title Company's Charge for Title Policy			2,450.00		
Title Company's Charge for Additional Work			500.00		
Documentary Transfer Tax on lease			11.55		
Documentary Transfer Tax \$1099.45 Plus \$2,198.90			3,298.35		
Recording Deed \$31.00 Trust Deed Reconveyance			31.00		
Recording Lease			39.00		
Taxes Assessments					
Recording Assignment			17.00		
County Recorder's Monument Fee			10.00		
Insurance					
Real Estate Loan Fee					
Escrow Fee on Sale Purchase Loan Exch.			700.00		
Drawing Deed Trust Deed					
Drawing					
Deposited to the Account of					
Check Herewith			997,610.10		
Balance Due This Bank					
THIS STATEMENT SHOULD BE RETAINED FOR INCOME TAX PURPOSES	TOTAL	\$	1,044,692.00	\$	1,044,692.00

Mail Tax Statements to
CULVER CITY REDEVELOPMENT AGENCY
P.O. BOX 507
CULVER CITY, CA 90232-0507
ATTN: SUSAN BERG

Recording Requested By and
When Recorded Mail to:
CULVER CITY REDEVELOPMENT AGENCY
P.O. BOX 507
CULVER CITY, CA 90232-0507
ATTN: SUSAN BERG

FREE RECORDING REQUESTED.
See Gov't Code Sec. 6103.
Essential to acquisition
by CULVER CITY REDEVELOP-
MENT AGENCY
DOCUMENTARY TRANSFER TAX
\$ none

LEASE

BETWEEN THE CULVER CITY REDEVELOPMENT AGENCY

AND

HAMPSHIRE NATIONAL, INC.

FOR PARKING RIGHTS

THIS LEASE (hereinafter referred to as the "Lease"), is made by and between HAMPSHIRE NATIONAL, INC., a California Corporation, Lessee (hereinafter referred to as "Lessee" and/or "Hampshire"), and the CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, in the City of Culver City, County of Los Angeles, State of California, (hereinafter referred to as "Lessor" and/or "Agency").

RECITALS

A. PURPOSE OF RENTAL AGREEMENT

The purpose of this Lease is to set forth the terms under which the Lessor shall rent the premises to the Lessee. Each and all of the provisions hereinafter set forth, in addition to being covenants of the parties, shall also be conditions of the Lease and

conditions upon which Lessee's right to occupy and hold possession of the premises shall be based. Execution of this Lease will enable Lessee to occupy or provide parking spaces as described hereinbelow.

B. DESCRIPTION OF THE PREMISES

Lessor is the owner, in fee, of that certain real property situated in the City of Culver City, County of Los Angeles, State of California, referred to as the Site in the Site Map (Attachment No. 1A) of the Disposition and Development Agreement (the "DDA") by and between Lessor and Lessee executed on July 9, 1984, and located in the Overland-Jefferson Redevelopment Project No. 2. The real property (hereinafter referred to as the "premises"), which is the subject of this Lease, is described as follows:

The right to use the six (6) parking spaces shown on the "Designation of Parking Spaces" attached hereto, labeled "Exhibit A" and incorporated herein by this reference, for automobile off-street parking purposes only, subject to all of the terms and provisions of this Lease.

PROVISIONS

1. AGREEMENT TO RENT

Lessor hereby rents to Lessee and Lessee hereby rents from Lessor the above described premises in accordance with and subject to each and every provision of this Lease.

2. TERM

The lease created hereunder of parking spaces shall commence upon execution by all parties. The term of this lease shall be for a period of forty (40) years commencing upon the date of issuance of the first Certificate of Occupancy (temporary or otherwise) by the City of Culver City for improvements to be constructed by Lessee on the said Site pursuant to the DDA. No relocation payments of any kind will be due or payable to Lessee. Upon the issuance of such Certificate of Occupancy, Lessor and Lessee shall execute and cause to be recorded an amendment to this Lease specifying the commencement date of the 40 year term.

3. OPTION TO LEASE ADDITIONAL SPACES

Lessee shall have the right to lease up to thirty (30) additional spaces, the final number to be determined: (a) within one (1) year of issuance of the first Certificate of Occupancy for the site, which is the subject of the DDA (the "Site"); or (b) when the building constructed pursuant to the DDA is 95% leased; whichever occurs first, at which time Lessee shall notify Agency of its decision in writing. If such notice is not timely given, then the number of parking spaces leased shall be deemed to be only six (6). Any such additional spaces shall be leased in accordance with all terms and conditions of this Lease for those parking spaces designated as "Potential Additional Spaces" on Exhibit A. Until such timely notice is given or the period for giving notice expires, Lessor shall keep such additional spaces available for lease to Lessee.

4. PAYMENTS BY LESSEE

(a) A one-time charge for the initial term of the lease of Three Thousand Five Hundred Dollars (\$3,500) per space for the minimum number of six (6) parking spaces, payable by Lessee upon transference of title to the Site to Lessee.

(b) A one-time charge for the initial term of the lease of Four Thousand Two Hundred and Fifty Dollars (\$4,250) per space for any additional spaces reserved by Lessee within: (a) one (1) year of issuance of the first Certificate of Occupancy for the Site development; or, (b) when the building is 95% leased, whichever occurs first, payable by Lessee concurrently with the delivery to Agency of the written notice referred to in paragraph 3 above.

(c) At the conclusion of the initial forty (40) year term, Lessee shall thereafter continue, so long as the building constructed pursuant to the DDA on the Site continues to exist, to lease at least six (6) spaces from the Lessor, its successors or assigns, at rents then reasonably determined to be fair market value by the Agency, or such successor or such assign as may own the premises. Lessor covenants for itself, its successors and assigns to make available for lease to Lessee, at such reasonably determined fair market value, after the expiration of the initial forty (40) year term, those number of spaces which are sufficient to satisfy the legal parking requirements at that time for the building constructed on the Site. The spaces shall be the same spaces designated on Exhibit A. Nothing herein shall require Lessor to lease more spaces after the initial forty (40) year terms than are actually leased by Lessee during said initial period.

(d) Lessor and Lessee shall execute and cause to be recorded an amendment hereto specifying any change in the number of spaces subject to this Lease, and shall upon expiration of the initial forty (40) year term execute and cause to be recorded an amendment specifying the duration of the extended term as well as the number of spaces then subject to the lease.

5. IDENTIFYING PARKING SPACES

Lessee at its cost may identify parking spaces with name or address and/or the term "Reserved" in accordance with signs first approved in writing by Lessor.

6. MAINTENANCE OF THE PREMISES

Lessee hereby acknowledges that it has inspected the premises and is fully aware of and agrees to rent them in their present condition. Any alteration of the premises shall require the written consent of the Lessor.

Lessor shall maintain the premises and the landscaped area around it.

7. ASSIGNMENT AND SUBLEASE

(a) Lessee agrees not to assign its responsibilities under this Lease; however, it is not otherwise restricted from assigning the premises provided said assignment conforms to this Lease and the DDA and further provided that the premises are held as one parcel together with said Site. Lessee, upon an assignment of this lease in the manner provided above, shall be released from all obligations of the Lessee hereunder if (i) the assignee assumes such obligations in writing and (ii) the

credit worthiness of the assignee is approved in writing by the Lessor, approval shall not be unreasonably withheld, and Lessee furnishes Lessor with financial assurance for continued maintenance of the insurance required by Section 9 hereof, which assurance shall be acceptable to Lessor.

(b) Lessee hereby indemnifies Lessor from the payment of any relocation payment or benefit arising out of any sublease or assignment made without prior written consent of Lessor.

8. USE OF THE PREMISES

(a) Lessee shall comply with all laws and ordinances respecting the use of the premises; and shall, at its own expense, risk, and responsibility, secure any and all licenses and permits as may be necessary from time to time thereunder. Lessee agrees not to create or allow to be maintained a nuisance on the premises, or to use the premises for illegal or immoral purposes. Unless otherwise agreed to by the Lessor in writing, Lessee agrees to use the premises solely for automobile off-street parking.

(b) Lessee shall comply with reasonable use restrictions established from time to time by the Agency.

9. PERSONAL INJURY AND PROPERTY DAMAGE

The Lessee shall save and hold the Lessor and the City of Culver City, its officers and employees harmless in connection with any claim on account of bodily injury or death, property damage, or any other damage suffered or alleged to have

been suffered as a result of the maintenance or use of the premises or any operations conducted thereon.

During the term of this Agreement and any holding over, by the Lessee, the Lessee shall secure and maintain, at its own expense, insurance for itself naming the Lessor and the City of Culver City and officers and employees of each, as additional insureds for claims arising out of any use or condition of the premises in the following amounts: (a) \$500,000.00 for property damage or loss claims, (b) \$1,000,000.00 for liability per occurrence and (c) \$1,000,000.00 for personal injury claims. The Lessee shall furnish copies of certificates of such insurance and executed Special Endorsement forms to the Lessor and the form thereof shall be subject to reasonable approval of the Lessor. Lessee and Lessor each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against which perils occurred in, on or about the premises, whether due to the negligence of Lessor or Lessee or their agents, employees, contractors and/or invitees. Lessee and Lessor shall, upon obtaining the policies of insurance required give notice to the insurance carrier or carriers that the foregoing mutual waiver or subrogation is contained in this lease.

10. ANTI-DISCRIMINATION

The Lessee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, 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, marital status, sex, religion,

national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Lessee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

11. LESSEE'S RIGHT OF TERMINATION

Except in the event of a breach hereof by Lessor, Lessee shall not have any right to terminate the Lease created by this Agreement.

12. LESSOR'S RIGHT OF TERMINATION

(a) By Forfeiture for Lessee's Default

The parties agree that in the event the Lessee fails to cure any default in any of the obligations and conditions undertaken by it after being given notice pursuant to and within the time period specified by Section 1162 of the California Code of Civil Procedure, or its successor, the Lessor may at any time thereafter, at its option, terminate the right of Lessee to lawfully occupy the premises, or at its option shall have the right to terminate Lessee's Lease.

(b) Written Notice to the Lessee

In addition to and without limitation of the rights of termination described in Paragraph 12(a) above, the Lessor may terminate the Lease created by this Agreement

at any time the Lessee is in default of any of the provisions hereunder by giving at least thirty (30) days written notice to the Lessee. In addition to any other manner of service authorized by law, said written notices may be given to the Lessee by Certified or Registered mail addressed to the Lessee at his address designated more particularly in Paragraph 15 below.

(c) For Specific Purpose

The term of this Lease shall be subject to the right of Lessor in its sole and absolute discretion, to terminate the Lease at any time upon thirty (30) days written notice to Lessee, in the event Lessee is in default under the DDA.

(d) Covenant to Quit the Premises

Upon termination of the Lessee's right to occupy the premises pursuant to the provisions of Paragraph 11 or 12 hereof, the Lessee agrees to promptly and peacefully quit the premises at the time of such termination.

13. APPOINTMENT OF RENT AND DAMAGES FOR HOLDING OVER

In the event the Lessee does not vacate the premises at the termination of the Lease, the Lessee agrees to pay damages to the Lessor for any period of holding over in an amount equal to the per diem rental rate established by the then fair market value as reasonably determined by the Agency, plus all court costs and costs incurred by the Lessor in the services of notices and process incurred including attorney's fees, in connection with unlawful detainer proceedings, if instituted.

14. LESSOR'S RIGHT OF REPAIR, REPLACEMENT AND INSPECTION

(a) At any time when emergency repairs or maintenance is reasonably necessary, the Lessor and/or its representatives shall have the right to enter the premises for the purpose of making such repairs or performing such maintenance.

(b) Agency may replace leased parking at Agency expense, within 250 feet of the Site at the same terms and conditions as set forth hereinabove for the original spaces.

(c) The Lessor shall have the right to enter the premises at any time for the purpose of inspecting the premises and fulfilling its obligations hereunder.

15. NOTICES

All notices which the Lessee wishes to give to the Lessor in connection with this Lease shall be sent by Registered or Certified mail to the following address:

CULVER CITY REDEVELOPMENT AGENCY
9770 CULVER BOULEVARD
Culver City, California 90232-0507

and be signed by the Lessee and contain therein the address of the premises to which the notice relates. All notices which the Lessor wishes to send to the Lessee in connection with this Lease shall be sent by Registered or Certified mail to the address of the usual place of business of the Lessee which is:

10555 Virginia Avenue, Culver City, CA 90230

Failure or refusal of the Lessee to accept such mailed notices shall not affect the validity thereof and such notices shall be deemed delivered upon the first date the postal service attempted delivery thereof or three days after they were postmarked, whichever is earlier. Either party may substitute new addresses for the receipt of future notices by specifying the new address in a notice mailed by Registered or Certified mail to the other party. Unless such notice of changed address is so given, the other party shall be entitled to rely upon the addresses herein set forth for mailing notices pursuant to this lease.

16. NOTICE TO VACATE

Lessee agrees that in consideration of this Lease, any notice required of the Lessor by State Law, including the ninety (90) days notice which may be required by Government Code Section 7267.3 to vacate the subject property is hereby waived by Lessee, and possession of the property shall be delivered to Lessor in accordance with the terms of this Agreement. It is further agreed and acknowledged by Lessee that this Lease constitutes such notice to vacate as may be required by applicable Law.

17. INTERPRETATION OF AGREEMENT

In interpreting this Lease, words used in the masculine gender shall include the feminine and neuter, and words used in the singular shall include the plural.

18. LIABILITY OF LESSEE

Except as to any item expressly made the responsibility of Lessor hereunder, any and all costs, charges, taxes and/or expenses arising from this Lease or connected in any way with Lessee's use of the premises shall be the sole responsibility of Lessee.

19. ENTIRE AGREEMENT

This Lease constitutes the entire agreement of the parties hereto relating to the premises and shall supersede prospectively from the date it is entered into any and all prior written or oral negotiations or agreements of the parties relating to the premises. This Lease shall not be modified in any particular except by a written agreement duly executed by the parties.

Executed this 7th day of January, 1985.

APPROVED AS TO FORM:

WEISER, KANE, BALLMER & BERKMAN
Agency General Counsel

By: Murray O. Kane
MURRAY O. KANE

LESSEE:

HAMPSHIRE NATIONAL, INC.

By: [Signature]
S. Y. P.

LESSOR:

CULVER CITY REDEVELOPMENT AGENCY

By: [Signature]

45/3-3

Mail Tax Statements to
CULVER CITY REDEVELOPMENT AGENCY
P.O. BOX 507
CULVER CITY, CA 90232-0507
ATTN: SUSAN BERG

85 408007

2 202b

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

APR 12 1985 AT 8 A.M.

Recorder's Office

Recording Requested By and
When Recorded Mail to:
CULVER CITY REDEVELOPMENT AGENCY
P.O. BOX 507
CULVER CITY, CA 90232-0507
ATTN: SUSAN BERG

FREE RECORDING REQUESTED.
See Gov't Code Sec. 6103.
Essential to acquisition
by CULVER CITY REDEVELOP-
MENT AGENCY
DOCUMENTARY TRANSFER TAX
\$ none

FREE

1

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment And Assumption Agreement ("Agreement") dated as of March 18, 1985, by and between Hampshire National, Inc., a California corporation ("Assignor") and 10555 Jefferson, Inc., a California corporation ("Assignee")

A. Assignor and the Culver City Redevelopment Agency ("Agency") entered into a certain Disposition and Development Agreement dated July 9, 1984 ("DDA"). In connection therewith Assignor and Agency entered into a certain Lease

For Parking Rights executed the 7th day of January, 1985, recorded on _____ as Instrument No. _____ a copy of which is attached hereto, marked Exhibit "A" and in the Office of the County Recorder of Los Angeles County, California, made a part hereof ("Lease").

B. All of Assignor's right, title and interest in and to the DDA, as amended, was assigned to Assignee by a writing dated February 14, 1985, and approved by the Agency by a writing dated February 18, 1985.

-2-

C. In order to more completely vest in Assignee all of the rights, etc. regarding the redevelopment project which is the subject of the DDA, Assignor now desires to assign all of its right and interest under the Lease to Assignee.

Now Therefore, in consideration of the covenants herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

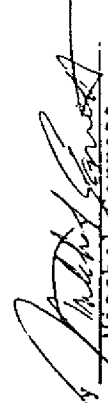
1. Assignor does hereby assign, transfer, convey and set over to Assignee, all of Assignor's estate, right, title and interest in, to and under the Lease, with all rights, powers, privileges, options and other benefits of Assignor as lessee thereunder.

2. Assignee does hereby assume the obligations of Assignor under the Lease and hereby agrees to perform the same in accordance with the terms of the Lease. Assignee agrees to indemnify, hold harmless and defend Assignor from and against any and all claims, demands or actions, expenses (including reasonable attorneys' fees), losses or damages, arising out of or connected, directly or indirectly with the Lease.

"Assignee"
10555 Jefferson, Inc.

By 
Mitchell Garrett
President

"Assignor"
Hampshire National, Inc.

By 
Mitchell Garrett
Vice President

85 408007

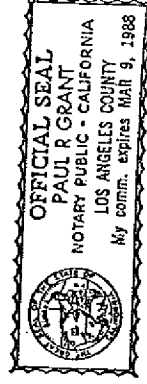
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 19 day of March, in the year 1985, before me,
Paul R. Grant, a Notary Public personally appeared Mitchel
Garrett, personally known to me or proved to me on the basis
of satisfactory evidence to be the person who executed the
within instrument as President on behalf of 10555 Jefferson,
Inc. and acknowledged to me that 10555 Jefferson, Inc.
executed it.

My Commission Expires:

3/9/88


PAUL R. GRANT



85 408007

-3-

CONSENT

The undersigned hereby consents to the foregoing assignment; provided, however, such consent and any subsequent consent is conditioned upon the continuation of Assignor's liability under the provisions of the Lease. 10555 Jefferson, Inc. shall have the rights of the lessee to enforce the provisions of the Lease as though it were designated as lessee therein.

Dated: March 18 1985 Culver City Redevelopment Agency

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On March 18, 1985, before me, the undersigned City Clerk of the City of Culver City, California, personally appeared Richard R. Brundo, known to me to be the Chairman of the Culver City Redevelopment Agency that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Agency therein named, and acknowledged to me that said Agency executed the same.

Pauline P. Tolse
CITY CLERK

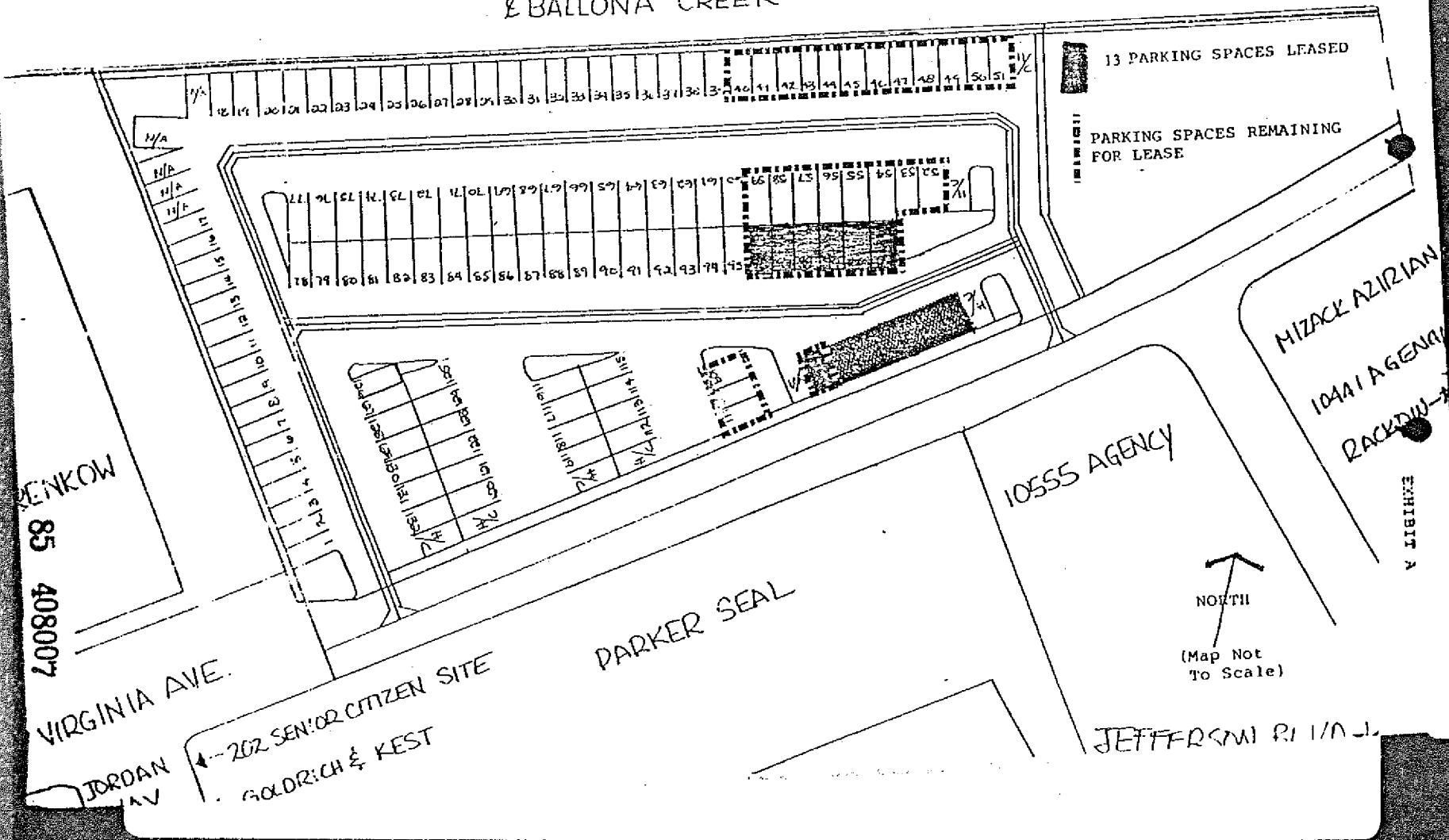
85 408007

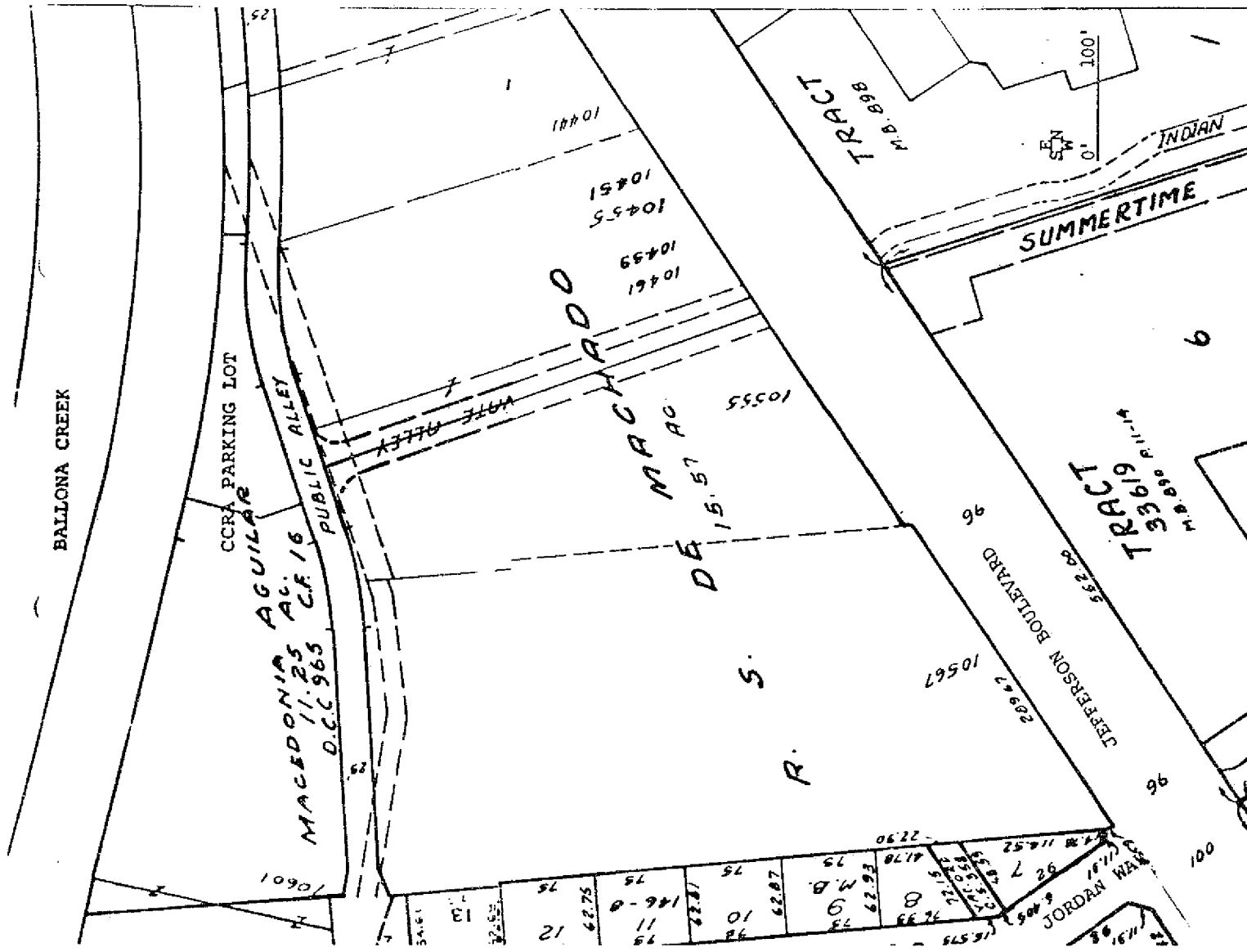
8 BALLONA CREEK



NEW AGENCY OWNED PARKING LOT - N.E. CORNER OF VIRGINIA AVENUE
AND ALLEY BEHIND NORTH SIDE OF JEFFERSON DEV.

& BALLONA CREEK





LOCALITY MAP
 Site Plan Review (PL-1426)
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 Planning Division
 31 July 1984

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

JUL 16 1986 AT 8 A.M.

Recorder's Office

FREE

FREE RECORDING REQUESTED
See Gov't Code Sec. 6103
Essential to acquisition
by CULVER CITY REDEVELOPMENT
AGENCY
DOCUMENTARY TRANSFER TAX
\$ NONE

Mail Tax Statements to:
CULVER CITY REDEVELOPMENT AGENCY
P.O. Box 507
CULVER CITY, CA 90232-0507
ATTN: SUSAN BERG
Ticor Order No. 7944778
Recording Requested by and
When Recorded Mail to:
CULVER CITY REDEVELOPMENT AGENCY
P.O. Box 507
CULVER CITY, CA 90232-0507
ATTENTION: SUSAN BERG

Accommodation Only

AMENDMENT TO LEASE BETWEEN THE CULVER CITY
REDEVELOPMENT AGENCY, A PUBLIC BODY,
AND 10555 JEFFERSON, INC., A CALIFORNIA
CORPORATION, FOR PARKING RIGHTS

This Amendment is entered into this 2nd day of June, 1986 by and between the Culver City Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as "Agency" and/or "Lessor" and 10555 Jefferson Inc., a California Corporation, hereinafter referred to as "Lessee" and/or "Assignee",

WHEREAS, Agency and Hampshire National, Inc., a California Corporation, hereinafter referred to as "Hampshire", on July 9, 1984, entered into a Disposition and Development Agreement as amended January 7, 1985 hereinafter referred to as "Agreement", for the redevelopment of 10555 Jefferson Boulevard hereinafter "Site", located within the Overland-Jefferson Redevelopment Project No. 2; and,

WHEREAS, Agency and Hampshire, on January 7, 1985, entered into a Lease for Parking Rights, hereinafter "Lease"; and,

WHEREAS, said Agreement and said Lease on March 18, 1985 were assigned by Hampshire to Lessee following approval by Agency February 18, 1985; and

WHEREAS, the premises leased to Lessee in the Lease, as assigned to Assignee, (hereafter referred to as the "Premises") is located in the City of Culver City, County of Los Angeles, and State of California, and is described as follows:

That portion of the Agency Parking Lot Property shown as "13 Parking Spaces Leased" on the "Designation of Parking Spaces" attached hereto, labeled Exhibit A and incorporated herein by this reference.

The Agency Parking Lot Property is described on the "Legal Description" attached hereto, labeled "Exhibit B" and incorporated by this reference; and

Roll # R-050
Blip #2602

- 2 -

WHEREAS, Lessor and Lessee desire to execute and cause to be recorded an amendment to the Lease specifying the specific commencement date of the forty (40) year term of the Lease pursuant to Section 2 of said Lease; and

WHEREAS, the number of additional spaces that can be leased by Lessee pursuant to Section 3 of said Lease must be clarified; and

WHEREAS, Section 3 must be amended; and

NOW, THEREFORE, it is agreed:

1. The specific commencement date of the forty (40) year term for the lease of the premises is February 25, 1986 which is the date of issuance of the first Temporary Certificate of Occupancy by the City of Culver City for improvements constructed by Lessee on said Site pursuant to Agreement.

2. Section 3 of the Lease is hereby amended to read in full as follows:

3. OPTION TO LEASE ADDITIONAL SPACES

Lessee shall have the right to lease up to twenty-three (23) additional spaces identified as "Parking Spaces Remaining for Lease" on Exhibit A attached hereto. The final number shall be determined on or before February 25, 1987 by Lessee notifying Agency of its decision in writing. If such notice is not received by the Agency on or before February 25, 1987, then the number of parking spaces leased shall be deemed to be only thirteen (13). Any such additional spaces shall be leased in accordance with all terms and conditions of this Lease. Until such timely notice is given or the period for giving notice expires, Lessor shall keep such additional spaces available for lease to Lessee.

3. Exhibits A and B attached hereto shall supercede all exhibits previously attached to the Lease.

4. Except as expressly set forth herein the said Lease shall remain in full force and effect.

5. Section 4 (b) of the Lease is hereby amended by deleting therefore the language:

86 890137

#2603

- 3 -

"within: (a) one (1) year of issuance of the first Certificate of Occupancy for the Site development; or, (b) when the building is 95% leased, whichever occurs first,"

and substituting in lieu thereof the following language:

"on or before February 25, 1987, in accordance with Section 3 above."

CULVER CITY REDEVELOPMENT AGENCY

DATE: June 2, 1986

APPROVED AS TO FORM:
Weiser, Kane, Ballmer & Berkman

BY: [Signature]
Richard M. Alexander, Chairman

Murray O. Kane
MURRAY O. KANE
General Counsel

Lessee:
10555 Jefferson, Inc.
A California Corporation

By: [Signature]
Mitchell Garrett
President

Date: 5/2/86

1h.amendment.10555

CAT. NO. NN00737
TO 21945 CA (11-83)
(Corporation)

 **TICOR TITLE INSURANCE**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On May 2, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared MITCHELL GARRETT

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]



86 890137

(This area for official notarial seal)

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On June 2, 1986, before me, the undersigned
Acting City Attorney of the City of Culver City, California,
personally appeared Richard M. Alexander known to
me to be the Chairman of the Culver
City Redevelopment Agency that executed the within instrument,
known to me to be the person who executed the within instrument
on behalf of the Agency therein named, and acknowledged to me
that said Agency executed the same.


JOSEPH W. PANNONE
Acting City Attorney
City of Culver City, California

86 890137

NEW AGENCY OWNED PARKING LOT - H.E. CORNER OF VIRGINIA AVENUE
AND ALLEY BEHIND NORTH SIDE OF JEFFERSON DEV.

8 BALLONA CREEK

13 PARKING SPACES LEASED
PARKING SPACES REMAINING
FOR LEASE

HIZACK AZ12
10441 AGE
RACED

EXHIBIT A

NORTH
(Map Not
To Scale)

10555 AGENCY

PARKER SEAL

202 SENIOR CITIZEN SITE
WEST

VIRGINIA AVE.



890137

EXHIBIT B

3



11

EXHIBIT "B"

(THE BEARINGS USED IN THIS STRIP ARE NOT IN THE SAME BASIS AS THOSE USED IN THE MAIN BODY OF THE DESCRIPTION ABOVE).

ALSO EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF A STRIP OF LAND 25 FEET WIDE, LYING 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF JORDAN WAY AND VIRGINIA AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF TRACT NO. 10025, FILED IN BOOK 146 PAGE 8 OF MAPS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF VIRGINIA AVENUE AND ITS NORTHEASTERLY PROLONGATION NORTH 52 DEGREES 05 MINUTES 08 SECONDS EAST 302.82 FEET; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET THROUGH CENTRAL ANGLE OF 14 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 73.30 FEET; THENCE TANGENT TO SAID CURVE, NORTH 38 DEGREES 05 MINUTES 08 SECONDS EAST 130.12 FEET.

(THE BEARINGS USED IN THIS STRIP ARE NOT IN THE SAME BASIS AS THOSE USED IN THE MAIN BODY OF THE DESCRIPTION ABOVE).

ALSO EXCEPT THAT PORTION OF THE REMAINDER LYING SOUTHWESTERLY OF A LINE PERPENDICULAR TO THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF VIRGINIA AVENUE, AS SHOWN ON SAID TRACT NO. 10025 THAT PASSES THROUGH A POINT ON SAID PROLONGATION, DISTANT NORTHEASTERLY 27.27 FEET FROM THE INTERSECTION OF SAID PROLONGATION WITH THE NORTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 1 IN DOCUMENT NO. 5259, RECORDED ON OCTOBER 23, 1963 IN BOOK D-2330 PAGE 757. OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF THE REMAINDER THEREOF LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF PARCEL 1, AS DESCRIBED IN DOCUMENT NO. 5259, RECORDED ON OCTOBER 23, 1963 IN BOOK D-2330 PAGE 757, OFFICIAL RECORDS, WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF OCEAN DRIVE, AS SHOWN ON SAID TRACT NO. 10025; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE WESTERLY TERMINUS OF THAT CERTAIN CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 115.00 FEET AND SAID CURVE BEING THE SOUTHEASTERLY LINE OF SAID LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT-OF-WAY, 230 FEET WIDE.

ALSO EXCEPT THAT PORTION OF THE REMAINDER THEREOF LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF THE BEFORE MENTIONED STRIP OF LAND BEING 25.00 FEET WIDE, DISTANT 20.00 FEET NORTHEASTERLY FROM THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID TRACT NO. 10025; THENCE SOUTH 67 DEGREES 27 MINUTES 43 SECONDS WEST 18.26 FEET.

(THE BEARINGS USED IN THIS STRIP ARE NOT IN THE SAME BASIS AS THOSE USED IN THE MAIN BODY OF THE DESCRIPTION ABOVE).

86 890137

EXHIBIT "B"

AND INCLUDING THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF PARCEL 1, AS DESCRIBED IN DOCUMENT NO. 5259, RECORDED ON OCTOBER 23, 1963 IN BOOK D-2230 PAGE 757, OFFICIAL RECORDS, WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF OCEAN DRIVE, AS SHOWN ON SAID TRACT NO. 10025; THENCE SOUTHWESTERLY ALONG THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID OCEAN DRIVE, 26.98 FEET; THENCE SOUTHEASTERLY ALONG THE AFOREMENTIONED LINE THAT IS PERPENDICULAR TO THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF VIRGINIA AVENUE AND PASSES THROUGH A POINT ON SAID PROLONGATION DISTANT 27.27 FEET FROM THE INTERSECTION OF SAID PROLONGATION WITH THE NORTHEASTERLY LINE OF SAID PARCEL 1; TO THE NORTHEASTERLY LINE OF SAID PARCEL 1; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF PARCEL 1 TO THE POINT OF BEGINNING.

86 890137

- 3 -

#2609

Mail Tax Statements to:
 CULVER CITY REDEVELOPMENT AGENCY
 P.O. BOX 507
 CULVER CITY, CA 90232-0507
 ATTN: SUSAN BERG
 Titor Order No. 7944778
 Recording Requested by and
 When Recorded Mail to:
 CULVER CITY REDEVELOPMENT AGENCY
 P.O. Box 507
 CULVER CITY, CA 90232-0507
 ATTN: SUSAN BERG

RECORDED IN OFFICIAL RECORDS
 OF LOS ANGELES COUNTY, CA

MAY 7 1987 AT 8 A.M.

Recorder's Office

FREE RECORDING REQUESTED
 See Gov't Code Sec 6103
 Essential to acquisition
 by CULVER CITY
 REDEVELOPMENT AGENCY
 DOCUMENTARY TRANSFER TAX
 \$ NONE

PUBLIC AGENCY - NO TAX STATEMENT

NECESSARY IN THE CHAIN OF TITLE

FREE 0

SECOND AMENDMENT TO LEASE BETWEEN THE CULVER CITY
 REDEVELOPMENT AGENCY, A PUBLIC BODY,
 AND 10555 JEFFERSON, INC., A CALIFORNIA
 CORPORATION, FOR PARKING RIGHTS

This second Amendment is entered into this 6th day of
 April, 1987 by and between the Culver City Redevelopment
 Agency, a public body, corporate and politic, hereinafter
 referred to as "Agency" and/or "Lessor" and 10555 Jefferson Inc.,
 a California Corporation, hereinafter referred to as "Lessee"
 and/or "Assignee",

WHEREAS, the Agency and Hampshire National, Inc., a
 California Corporation, hereinafter referred to as "Hampshire",
 on July 9, 1984, entered into a Disposition and Development
 Agreement as amended January 7, 1985 hereinafter referred to as
 "Agreement", for the redevelopment of 10555 Jefferson Boulevard
 hereinafter "Site", located within the Overland-Jefferson
 Redevelopment Project No. 2; and,

WHEREAS, Agency and Hampshire, on January 7, 1985, entered
 into a Lease for Parking Rights as amended June 2, 1986,
 hereinafter "Lease"; and,

WHEREAS, said Agreement and said Lease on March 18, 1985 were
 assigned by Hampshire to Lessee following approval by Agency
 February 18, 1985; and

WHEREAS, the premises leased to Lessee in the Lease, as
 assigned to Assignee, (hereafter referred to as the "Premises")
 is located in the City of Culver City, County of Los Angeles, and
 State of California, and is described as follows:

That portion of the Agency Parking Lot Property shown as "13 Parking Spaces Leased" on the "Designation of Parking Spaces" attached hereto, labeled Exhibit A and incorporated herein by this reference.

The Agency Parking Lot Property is described on the "Legal Description" attached hereto, labeled "Exhibit B" and incorporated by this reference; and

WHEREAS, Lessor and Lessee desire to execute and cause to be recorded a second amendment to the Lease to modify Section 3 to specify the Lease option period; and

WHEREAS, Section 4 paragraph (b), of the Lease must be amended to adjust the charge for each parking space; and

NOW, THEREFORE, it is agreed:

1. Section 3 of the Lease is hereby amended to read in full as follows:

3. OPTION TO LEASE ADDITIONAL SPACES

Lessee shall have the right to lease up to twenty-three (23) additional spaces identified as "Parking Spaces Remaining for Lease" on Exhibit A attached hereto. The final number shall be determined on or before August 25, 1987 by Lessee notifying Agency of its decision in writing. If such notice is not received by the Agency on or before August 25, 1987, then the number of parking spaces leased shall be deemed to be only thirteen (13). Any such additional spaces shall be leased in accordance with all terms and conditions of this Lease. Until such timely notice is given or the period for giving notice expires, Lessor shall keep such additional spaces available for lease to Lessee.

2. Section 4, paragraph (b) is hereby amended to read in full as follows:

(b) A one-time charge for the initial term of the Lease of Four Thousand Two Hundred and Fifty Dollars (\$4,250) per space for any additional spaces reserved by Lessee by February 25, 1987 and,

\$4,280 per space if reserved by Lessee by March 25, 1987;
\$4,310 per space if reserved by Lessee by April 25, 1987;
\$4,340 per space if reserved by Lessee by May 25, 1987;
\$4,370 per space if reserved by Lessee by June 25, 1987;
\$4,390 per space if reserved by Lessee by July 25, 1987;
\$4,420 per space if reserved by Lessee by August 25, 1987. Payment shall be made by Lessee concurrently with the delivery to Agency of the written notice referred to in Section 3.

3. Except as expressly set forth herein the said Lease shall remain in full force and effect.

CULVER CITY REDEVELOPMENT AGENCY

DATE: 4/6/87

By: [Signature]
Richard M. Alexander, Chairman

APPROVED AS TO FORM:

[Signature]
Joseph W. Pannone
Liaison Counsel

Lessee:
10555 Jefferson, Inc.
A California Corporation

By: [Signature]
Mitchel Garrett
President

Date: 3-12-87

jh.2ndamend

(Corporation)
STATE OF CALIFORNIA
COUNTY OF Los Angeles
On March 12, 1987
State, personally appeared Mitchel Garrett
on the basis of satisfactory evidence) to be the SS
known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board
of directors.
WITNESS my hand and official seal
[Signature]
B. L. Barbera
Name (Typed or Printed)
728

87 716009

87 716009

716009

716009

CERTIFICATE OF ACCEPTANCE

(Gov.C. 27281)

THIS IS TO CERTIFY that the Culver City Redevelopment Agency, a political corporation, grantee herein, acting through its Board by Resolution No. CCRA 72-76, adopted on December 19, 1972, hereby accepts for public purposes the real property, or interest therein, conveyed by the within deed and consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the Agency's official seal, this 6th day of April, 1987.

APPROVED AS TO FORM:

CULVER CITY REDEVELOPMENT AGENCY
a political corporation,


JOSEPH W. PANNONE
Agency Counsel

By:


RICHARD M. ALEXANDER
CHAIRMAN

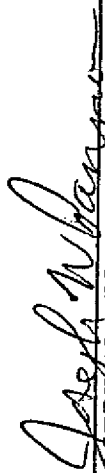
ATTEST:


SECRETARY
MARY JANE ORAZI

ACKNOWLEDGEMENT
(Civil Code Section 1181)

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss

On April 6, 1987, before me, the undersigned
City Attorney of the City of Culver City, California, personally
appeared Richard M. Alexander, known to me to be
the Chairman of the Culver City
Redevelopment Agency that executed the within instrument, known
to me to be the person who executed the within instrument on
behalf of the Agency therein named, and acknowledged to me that
said Agency executed the same.


JOSEPH W. PANNONE
City Attorney
City of Culver City, California

GG. FORM/ATTY/ACKNOWL/AGENCY

87 716009

NEW AGENCY OWNED PARKING LOT - N.E. CORNER OF VIRGINIA AVENUE
AND ALLEY BEHIND NORTH SIDE OF JEFFERSON DEV.

2 BALLONA CREEK

13 PARKING SPACES LEASED	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1
--------------------------	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	---

LEGAL DESCRIPTION

EXHIBIT B

That portion of the following described property illustrated in patterns on the attached map:

DESCRIPTION:

THOSE PORTIONS OF THE RANCHO LA BALLONA, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, INCLUDING PORTIONS OF THE 11.25 ACRE AND THE 819.63 ACRE ALLOTMENTS TO MACENDONIO AGUILAR IN CASE NO. 965 OF THE DISTRICT COURT, AND A PORTION OF LAND DESCRIBED AS PARCEL 1 IN DOCUMENT NO. 5259, RECORDED OCTOBER 23, 1963 IN BOOK D-2230 PAGE 757, OFFICIAL RECORDS, IN AND FOR SAID COUNTY DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT NO. 10078, AS SHOWN ON THE MAP RECORDED IN BOOK 141 PAGES 23 TO 25 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TRACT, NORTH 54 DEGREES 34 MINUTES 30 SECONDS EAST 1,896.70 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT IN THE SOUTHWESTERLY LINE OF TRACT NO. 1775, AS PER MAP RECORDED IN BOOK 21 PAGES 190 AND 191 OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 38 DEGREES 35 MINUTES 16 SECONDS EAST 1,046.68 FEET; THENCE SOUTH 39 DEGREES 23 MINUTES 11 SECONDS WEST 44.48 FEET; THENCE SOUTH 23 DEGREES 58 MINUTES 40 SECONDS WEST 535.26 FEET; THENCE SOUTH 46 DEGREES 58 MINUTES 40 SECONDS WEST 250.67 FEET; THENCE SOUTH 30 DEGREES 36 MINUTES 10 SECONDS EAST 527.47 FEET; THENCE SOUTH 43 DEGREES 34 MINUTES 55 SECONDS WEST 101.13 FEET; THENCE SOUTH 36 DEGREES 58 MINUTES 40 SECONDS WEST 416.73 FEET; THENCE SOUTH 49 DEGREES 08 MINUTES 15 SECONDS WEST 86.73 FEET; THENCE SOUTH 64 DEGREES 32 MINUTES 35 SECONDS WEST 185.25 FEET; THENCE NORTH 21 DEGREES 57 MINUTES 55 SECONDS WEST 693.74 FEET; THENCE SOUTH 60 DEGREES 58 MINUTES 40 SECONDS WEST 49.78 FEET; THENCE NORTH 51 DEGREES 01 MINUTES 20 SECONDS WEST 966.90 FEET; THENCE SOUTH 34 DEGREES 05 MINUTES 55 SECONDS WEST 232.15 FEET TO THE NORTHEASTERLY LINE OF OVERLAND AVENUE, FORMERLY ROAD TO LOS ANGELES, AS SHOWN ON THE MAP RECORDED IN BOOK 3 PAGES 204, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID AVENUE, NORTH 38 DEGREES 39 MINUTES 40 SECONDS WEST 479.77 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEAST LINE OF A LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT-OF-WAY, 230 FEET WIDE, AS CONDEMNED BY FINAL DECREE OF CONDEMNATION ENTERED IN CASE NO. 402182, SUPERIOR COURT, A CERTIFIED COPY THEREOF BEING RECORDED IN BOOK 17079 PAGE 314, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF THE REMAINDER THEREOF LYING NORTHEASTERLY OF A LINE BEGINNING AT A POINT IN SAID SOUTHEAST LINE OF SAID LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT-OF-WAY, 230 FEET WIDE, SAID POINT BEING IN A CURVE IN SAID SOUTHEAST LINE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 111500 FEET AND SAID CURVE BEING TANGENT AT ITS WESTERLY TERMINUS TO A LINE BEARING NORTH 71 DEGREES 04 MINUTES 55 SECONDS EAST, A RADIAL LINE AT SAID POINT BEARING NORTH 20 DEGREES 39 MINUTES 44 SECONDS WEST; THENCE SOUTH 20 DEGREES 39 MINUTES 44 SECONDS EAST 62.00 FEET; THENCE SOUTH 51 DEGREES 54 MINUTES 52 SECONDS EAST 34.88 FEET TO SAID NORTHWESTERLY LINE OF A STRIP OF LAND 25 FEET WIDE DESCRIBED HEREINAFTER.

THE BEARINGS USED IN THIS STRIP ARE NOT IN THE SAME BASIS AS THOSE USED IN THE MAIN BODY OF THE DESCRIPTION ABOVE).

ALSO EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF A STRIP OF LAND 25 FEET WIDE, LYING 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF JORDAN WAY AND VIRGINIA AVENUE, AS SAID INTERSECTION IS SHOWN ON THE MAP OF TRACT NO. 10025, FILED IN BOOK 146 PAGE 8 OF MAPS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF VIRGINIA AVENUE AND ITS NORTHEASTERLY PROLONGATION NORTH 52 DEGREES 05 MINUTES 08 SECONDS EAST 302.82 FEET; THENCE NORTHEASTERLY ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 300.00 FEET THROUGH CENTRAL ANGLE OF 14 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 73.30 FEET; THENCE TANGENT TO SAID CURVE, NORTH 38 DEGREES 05 MINUTES 08 SECONDS EAST 130.12 FEET.

(THE BEARINGS USED IN THIS STRIP ARE NOT IN THE SAME BASIS AS THOSE USED IN THE MAIN BODY OF THE DESCRIPTION ABOVE).

ALSO EXCEPT THAT PORTION OF THE REMAINDER LYING SOUTHWESTERLY OF A LINE PERPENDICULAR TO THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF VIRGINIA AVENUE, AS SHOWN ON SAID TRACT NO. 10025 THAT PASSES THROUGH A POINT ON SAID PROLONGATION, DISTANT NORTHEASTERLY 27.27 FEET FROM THE INTERSECTION OF SAID PROLONGATION WITH THE NORTHEASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 1 IN DOCUMENT NO. 5259, RECORDED ON OCTOBER 23, 1963 IN BOOK D-2330 PAGE 757, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF THE REMAINDER THEREOF LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF PARCEL 1, AS DESCRIBED IN DOCUMENT NO. 5259, RECORDED ON OCTOBER 23, 1963 IN BOOK D-2330 PAGE 757, OFFICIAL RECORDS, WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF OCEAN DRIVE, AS SHOWN ON SAID TRACT NO. 10025; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE WESTERLY TERMINUS OF THAT CERTAIN CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1115.00 FEET AND SAID CURVE BEING THE SOUTHEASTERLY LINE OF SAID LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT-OF-WAY, 230 FEET WIDE.

ALSO EXCEPT THAT PORTION OF THE REMAINDER THEREOF LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF THE BEFORE MENTIONED STRIP OF LAND BEING 25.00 FEET WIDE, DISTANT 20.00 FEET NORTHEASTERLY FROM THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID TRACT NO. 10025; THENCE SOUTH 67 DEGREES 27 MINUTES 43 SECONDS WEST 18.26 FEET.

(THE BEARINGS USED IN THIS STRIP ARE NOT IN THE SAME BASIS AS THOSE USED IN THE MAIN BODY OF THE DESCRIPTION ABOVE).

9

AND INCLUDING THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF PARCEL 1, AS DESCRIBED IN DOCUMENT NO. 5259, RECORDED ON OCTOBER 23, 1963 IN BOOK D-2230 PAGE 757, OFFICIAL RECORDS, WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF OCEAN DRIVE, AS SHOWN ON SAID TRACT NO. 10025; THENCE SOUTHWESTERLY ALONG THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF SAID OCEAN DRIVE, 26.98 FEET; THENCE SOUTHEASTERLY ALONG THE AFOREMENTIONED LINE THAT IS PERPENDICULAR TO THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF VIRGINIA AVENUE AND PASSES THROUGH A POINT ON SAID PROLONGATION DISTANT 27.27 FEET FROM THE INTERSECTION OF SAID PROLONGATION WITH THE NORTHEASTERLY LINE OF SAID PARCEL 1, TO THE NORTHEASTERLY LINE OF SAID PARCEL 1; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF PARCEL TO THE POINT OF BEGINNING.

87 716009

LAW OFFICES OF
BUCHALTER, NEMER, FIELDS & YOUNGER

(A PROFESSIONAL CORPORATION)

SAN FRANCISCO OFFICE
SUITE 2050
101 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA 94111-5076
(415) 397-0177

SAN JOSE OFFICE
SUITE 100
ONE ALVARADO BOULEVARD
SAN JOSE, CALIFORNIA 95131-2243
(408) 38-0380

JERRY NEMER
(415) 397-0177
BENJAMIN E. FIELDS
(415) 397-0177

SUITE 1000
610 NEWPORT CENTER DRIVE
NEWPORT BEACH, CALIFORNIA 92660-5484
TELEPHONE (714) 760-1121
TELECOPIER (714) 720-0182

LOS ANGELES OFFICE
SUITE 700
700 SOUTH FLORENCE STREET
LOS ANGELES, CALIFORNIA 90005
CULVER CITY OFFICE
SUITE 100
1800 AVENUE OF THE STARS
CULVER CITY, CALIFORNIA 90006

REDEVELOPMENT AGENCY

RECEIVED
JUL 17 1987
LOS ANGELES SAN FRANCISCO
TO

ORANGE COUNTY OFFICE

July 16, 1987

Ms. Sherry Leslie
Culver City Redevelopment Agency
P.O. Box 507
Culver City, California 90232-0507

Re: Security Interest in Kris Cox Parking Spaces

Dear Sherry:

Pursuant to our telephone conversation of July 15, 1987, enclosed for your review please find one (1) copy of a legal description which is identical to Exhibit "A" of the deed of trust which you received from Metrobank, N.A., in connection with the above-referenced matter.

I am preparing a draft of a consent letter for your review and will send it to you as soon as it is completed.

The original deed of trust in connection with the above-referenced matter has already been recorded in the Official Records of Los Angeles County, California. As a result, no modifications can be made to said deed of trust.

If you have any further questions or comments, please contact me at your earliest convenience. Thank you for your prompt attention in this regard.

Very truly yours,

BUCHALTER, NEMER, FIELDS & YOUNGER

By: Charles F. Meyer

CFM:kmh
Enclosure

cc: Toni Tallerino (w/enclosure)
Sharon Sexton
Robert C. Colton (i/o)
Jeffrey W. Broker (i/o)
Bernard E. Schneider (i/o)

Roll # R-050
Blip # 2586

26-MAR-87 08:44 PM

87-0012-13R, March 25, 1987

First American Title Company of Los Angeles

FATIDIA

A fee as to parcels 1 and 21 an easement as to parcels 3 and 4, and the rights of the lessee created by that certain lease affecting the portion of said land described therein executed by and between the parties named herein, for the term and upon the terms, covenants and conditions therein provided:

Type of Lease: Parking.**Dated:** January 7, 1985.**Lessor:** The Culver City Redevelopment Agency, a public body, corporate and politic.**Lessee:** Hampshire National Inc., a California corporation.**Term:** 40 years.**Recorded:** April 12, 1985 as instrument No. 85-408006.

Said lease among other things provides for an option to lease additional spaces.

The rights of the lessee under said lease were assigned to 10555 Jefferson, Inc., a California corporation, by the terms of an "Assignment and Assumption Agreement", dated March 18, 1985, executed by Hampshire National Inc., a California corporation, and 10555 Jefferson Inc., a California corporation, recorded April 12, 1985 as instrument No. 85-408007 as to Parcel 5.

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

That part of the 15.57121 Acre Tract, in the Rancho La Ballona, allotted to Ramona S. Machado by decree of partition in Case No. 2732, of the District Court, and being that part of the Tract marked "Ramona S. De Machado 15.57121 Acres", in the city of Culver City, as per map recorded in Book 3 Page 204, et seq., of Miscellaneous Records, in the office of the county recorder of said county.

And those portions of the Rancho La Ballona, in the city of Culver City, including portion of the 11.25 acre and the 819.63 acre allotments to Macendonio Aguilar in Case No. 965 of the District Court, in and for said county, described as a whole as follows: 47

Beginning at the most Easterly corner of the land described in the deed to Robert Schlem and wife, recorded on March 19, 1946 in Book 24380 Page 82, Official Records as Instrument No. 300 of said county, said most Easterly corner being a point in the Southeastern line of said 15.57121 Acre Tract, distant thereon North 23°15' East 703.37 feet from the most Southerly corner of said 15.57121 Acre Tract; thence along said Southeastern line, North 23°15' East 241.03 feet;



Roll # R-050

Blip # 2587

30-Mar-87 08:44 PM
2-13R, March 23, 1987.

First American Title Company of Los Angeles



thence North 50°30' West 400.00 feet; thence South 37°19' West 125.47 feet, more or less, to the Northwestly prolongation of the Northeastly line of the land above referred to as being deed to Robert Schlem and wife; thence South 37°35' East 474.52 feet, more or less, along said Northwestly prolongation and along said Northwestly line to the point of beginning.

EXCEPT therefrom the Southeastly 30.00 feet thereof.

ALSO EXCEPT those portions lying Northwestly and Northeastly of the Southeastly and Southwestly lines of a 25.00 foot strip of land lying 12.50 feet on each side of the following described line:

Beginning at the intersection of the center lines of Jordan Way, and Virginia Avenue, as said intersection is shown on the map of Tract 10025, filed in Book 146 Page 8 of Maps, thence Northeastly along said center line of Virginia Avenue and its Northeastly prolongation North 52°05'08" East 302.82 feet; thence Northeastly along a tangent curve concave to the Northwest having a radius of 300.00 feet; thence a central angle of 14°00'00", an arc distance of 73.30 feet; thence South tangent to said curve, North 38°05'08" East 53.79 feet; thence South 50°55'38" East 12.50 feet to a point known as Point "A" for purposes of this description; thence continuing South 50°55'38" East 417.94 feet, more or less, to the center line of Jefferson Boulevard.

And also except that portion described as follows:

Beginning at the intersection of a line bearing South 38°05'08" West from the above point "A" and the Southwestly line of the above strip 25.00 feet wide; thence along said Southwestly line South 50°55'38" East 25.44 feet; thence on a tangent curve concave to the South and having a radius of 25.00 feet Northwestly, Westerly, and Southwestly through a central angle of 90°59'14", an arc distance of 39.70 feet to a tangent point on said line bearing South 38°05'08" West; thence Northeastly on said line to the point of beginning.

ALSO EXCEPT any and all portions of the proposed 25 foot wide public alley along the Northwestly boundary of the property which might otherwise pass with a conveyance of the property, as reserved by the Culver City Redevelopment Agency, a public body, corporate and politic, in the deed recorded April 12, 1983 as instrument No. 85-408107.

PARCEL 2:

That part of the 15.57121 Acre Tract, ~~in the city of Rancho La Ballona~~, allotted to Ramona S. Machado by Decree of partition in Case No. 2722, of the District Court, and being that part of the Tract marked "Ramona S. De Machado 15.57121 Acres", in the city of Culver City, in Book 3 Page 204, et seq., of Miscellaneous Records, in the office of the county recorder of said county, and those portions of



#2588



First American Title Company of Los Angeles

the Rancho La Ballona, in the city of Culver City, including portion of the 11.25 acre and the 819.63 acre allotments to Macendinio Aguilar in Case No. 963 of the District Court, in and for said county, described as a whole as follows:

That portion lying within a strip of land 12.50 feet wide, lying Southwesterly of the following described line:

Beginning at the intersection of the center lines of Jordan Way and Virginia Avenue, as said intersection is shown on the map of Tract No. 10025, filed in Book 146 Page 8 of Maps, records of the county recorder of said county; thence Northeasterly along said center line of Virginia Avenue and its Northeasterly prolongation North 52°05'08" East 302.82 feet; thence Northeasterly along a tangent curve concave to the Northwest having a radius of 300.00 feet through a central angle of 14°00'00", an arc distance of 73.30 feet; thence tangent to said curve North 38°05'08" East 53.79 feet to the true point of beginning; thence South 50°55'38" East 378.37 feet, more or less to a line parallel to the center of Jefferson Boulevard and lying 50.00 feet Northwesterly, measured at right angles.

EXCEPT that portion lying Northwesterly of the Southeasterly line of a strip of land 25 feet wide, lying 12.50 feet on each side of the following described line:

Beginning at the intersection of the center lines of Jordan Way and Virginia Avenue, as said intersection is shown on the map of Tract No. 10025, filed in Book 146 Page 8 of Maps, records of the county recorder of said county; thence Northeasterly along said center line of Virginia Avenue and its Northeasterly prolongation North 52°05'08" East 302.82 feet; thence Northeasterly along a tangent curve concave to the Northwest having a radius of 300.00 feet through a central angle of 14°00'00", an arc distance of 73.30 feet; thence tangent to said curve, North 38°05'08" East 130.12 feet.

Together with that portion of said 15.57121 Acre Tract, described as follows:

Beginning at the intersection of the center lines of Jordan Way and Virginia Avenue, as said intersection is shown on the map of Tract 10025, filed in Book 146 Page 8 of Maps, records of the county recorder of said county; thence Northeasterly along said center line of Virginia Avenue and its Northeasterly prolongation North 52°05'08" East 302.82 feet; thence Northeasterly along a tangent curve concave to the Northwest having a radius of 300.00 feet through a central angle to the Northwest having a radius of 300.00 feet through a central angle of 14°00'00", an arc distance of 73.30 feet; thence tangent to said curve North 38°05'08" East 53.79 feet; thence South 50°55'38" East 12.50 feet to a point; thence South 38°05'08" West 12.50 feet to the Southwesterly line above described 12.50 foot strip having a bearing of South 50°55'38" East; thence along said



#2589

2 213 2553

NOTE CEN

28-MAY-87 08:44 PM

87-05-13R, March 25, 1987

*First American Title Company of Los Angeles***LA BAILLONA**

Southwesterly line South $50^{\circ}55'38''$ East 25.44 feet; thence on a tangent curve concave to the South and having a radius of 25.00 feet Northwesterly, Westerly and Southwesterly through a central angle of $90^{\circ}59'41''$, an arc distance of 39.70 feet to a tangent point on said line bearing South $38^{\circ}05'08''$ West; thence Northeasterly on said line to the point of beginning.

ALSO EXCEPT any and all portions of the proposed 25 foot wide public alley along the Northwesterly boundary of the property which might otherwise pass with a conveyance of property, as reserved by the Culver City Redevelopment Agency, a public body, corporate and politic, in the deed recorded April 12, 1985 as Instrument No. 83-408107.

PARCEL 3:

An easement for vehicular and pedestrian ingress and egress over that part of the 13.57121 Acre Tract, in the Rancho La Ballona, allotted to Ramona S. Machado by Decree of Partition in Case No. 2722 of the District Court, and being that part of the Tract marked "Ramona S. De Machado 13.57121 Acres", in the city of Culver City, as per map recorded in Book 3 Page 204, et seq., of Miscellaneous Records, in the office of the county recorder of said county, and those portions of the Rancho La Ballona, in the city of Culver City, including portion of the 11.25 Acre of Macendonio Aguilar in Case No. 965 of the District Court, in and for said city, described as follows:

Beginning at the intersection of the center lines of Jordan Way and Virginia Avenue, as said streets are shown on the map of Tract No. 10023, in the city of Culver City, filed in Book 146 Page 8 of Maps, thence Northeasterly along said center line of Virginia Avenue and its Northeasterly prolongation North $52^{\circ}03'08''$ East 302.82 feet; thence Northeasterly along a tangent curve concave to the Northwest having a radius of 300.00 feet through a central angle of $14^{\circ}00'00''$, an arc distance of 73.30 feet; thence tangent to said curve North $38^{\circ}05'08''$ East 53.79 feet; thence South $50^{\circ}55'38''$ East 12.50 feet to a point, said point being the true point of beginning of this description; thence South $50^{\circ}55'38''$ East 24.57 feet; thence North $38^{\circ}05'08''$ East 12.50 feet; thence on a tangent curve concave to the East and having a radius of 25.00 feet, Northwesterly, Northerly and Northeasterly through a central angle of $89^{\circ}00'46''$, an arc distance of 38.84 feet to a point on a line having a bearing of North $38^{\circ}05'08''$ East which passes through the true point of beginning thence South $38^{\circ}05'08''$ West along said line to the point of beginning, as reserved in the deed recorded April 2, 1985 as Instrument No. 83-359372.

PARCEL 4:

An easement for vehicular and pedestrian ingress and egress over that part of the 13.57121 Acre Tract in the Rancho La Ballona, in the city of Culver City, allotted to Ramona S. Machado by Decree of Partition in Case No. 2722 of the District Court, and being that part of the tract



#2590

2 213 7555

25 MAR -87 08:44 PM

2-13R, March 25, 1987

First American Title Company of Los Angeles

ATCOLA

marked "Ramona S. De Machado 15.57121 Acres", in the city of Culver City, as per map recorded in Book 3 Page 204, et seq., of Miscellaneous Records, in the office of the county recorder of said county, described as follows:

Beginning at the most Easterly corner of the land described in the deed to Robert Schlem and wife, recorded on March 19, 1947 in Book 24380 Page 82, Official Records, as Instrument No. 300, of said county, said most Easterly corner being a point in the Southeastly line of said 15.57121 Acre Tract, distant thereon North 23°15' East 241.03 feet, thence North 50°30' West 383.83 feet, more or less, to the center line of Ballona Creek, being the Northwest line of the land conveyed to Jose De La Luz Machado, by deed recorded on June 17, 1913 in Book 5541 Page 71 of Deeds, as Instrument No. 50, records of said county, thence along said Northwest line, South 37°15' West 129.18 feet to the Northwestly prolongation of the Northeastly line of the land above referred to as being deed to Robert Schlem and wife, thence South 37°35' East 457.87 feet, more or less, along said Northwestly prolongation and along said Northeastly line to the true point of beginning.

EXCEPT therefrom the Northwestly 20.00 feet thereof.

ALSO EXCEPT therefrom the Southeastly 30.00 feet thereof.

ALSO EXCEPT therefrom those portions lying Northeastly of the Northeastly line and Southwestly of the center line of a strip of land 25 feet wide lying 12.50 feet on each side of the following described line:

Beginning at the intersection of the center line of Jordan Way and Virginia Avenue, as said streets are shown on the map of Tract No. 10025, in the city of Culver City, as per map recorded in Book 146 Page 8 of Maps, in the office of the county recorder of said county, thence Northeastly along said center line of Virginia Avenue and its Northeastly prolongation North 52°50'08" East 302.82 feet, thence Northeastly along a tangent curve concave to the Northwest, having a radius of 300.00 feet through a central angle of 14°00'00", an arc distance of 73.30 feet, thence tangent to said curve, North 38°05'08" East 53.79 feet, thence South 50°55'38" East 430.44 feet, more or less, to the center line of Jefferson Boulevard, as reserved in the deed recorded April 2, 1985 as Instrument No. 85-359372.

PARCEL 5:

Those portions of the Rancho La Ballona, in the city of Culver City, including portions of the 11.25 Acre and the 819.63 Acre allotments of Matencionio Aguilar in Case No. 965 of the District Court, and a portion of land described as Parcel 1 in Document No. 5259, recorded October 23, 1963 in Book D2230 Page 757, Official Records, in and for said county, described as a whole as follows:

#2591

37 MAR -87 08:44 PM
 13R, March 23, 1987

FALCOLA

First American Title Company of Los Angeles

Beginning at the most Southerly corner of Tract No. 10078, as shown on the map recorded in Book 141 Pages 23 to 25 inclusive of Maps, in the office of the county recorder of said county; thence along the Southeastly line of said Tract, North 34°34'30" East 1,896.70 feet to the most Easterly corner of said Tract in the Southeastly line of Tract No. 1775, as per map recorded in Book 21 Pages 190 and 191 of Maps, records of said county; thence along said Southwestly line, South 38°35'16" East 1,046.68 feet; thence South 39°23'11" West 44.48 feet; thence South 23°58'40" West 535.26 feet; thence South 46°58'40" West 250.67 feet; thence South 30°36'10" East 527.47 feet; thence South 43°34'55" West 101.13 feet; thence South 36°58'40" West 416.73 feet; thence South 49°08'15" West 86.73 feet; thence South 64°32'35" West 185.25 feet; thence North 21°57'55" West 693.74 feet; thence South 60°58'40" West 49.78 feet; thence North 51°01'20" West 966.90 feet; thence South 34°05'55" West 232.15 feet to the Northeastly line of Overland Avenue, formerly road to Los Angeles, as shown on the map recorded in Book 3 Pages 204, et seq., of Miscellaneous Records, in the office of the county recorder of said county; thence along said avenue, North 38°39'40" West 479.77 feet to the point of beginning.

EXCEPT that portion lying Northwestly of the Southeast line of a Los Angeles County Flood Control District right-of-way, 230 feet wide, as condemned by Final Decree of Condemnation entered in Case No. 402182, Superior Court, a certified copy thereof being recorded in Book 17079 Page 314, Official Records of said county.

ALSO EXCEPT that portion of the remainder thereof lying Northeastly of a line beginning at a point in said Southeast line of said Los Angeles County Flood Control District right-of-way, 230 feet wide, said point being in a curve in said Southeast line, concave Northwestly having a radius of 1115.00 feet and said curve being tangent at its Westerly terminus to a line bearing North 71°04'55" East, a radial line to said point bears North 20°39'44" West; thence South 20°39'44" East 62.00 feet; thence South 51°54'52" East 34.88 feet to said Northwestly line of a strip of land 25 feet wide described hereinafter.

(The bearings used in this strip are not in the same basis as those used in the main body of the description above).

ALSO EXCEPT that portion lying Southeastly of the Northwestly line of a strip of land 25 feet wide, lying 12.50 feet on each side of the following described line:

Beginning at the intersection of the center lines of Jordan Way and Virginia Avenue, as said intersection is shown on the map of Tract No. 10025, filed in Book 146 Page 8 of Maps, in the office of the county recorder of said county.

Thence Northeastly along said center line of Virginia Avenue and its



#2592

3333

NOTES

100-443887-08: 44 PM

1987

5, 1987.

First American Title Company of Los Angeles

PAUL COLA

Northeasterly prolongation North 52°05'08" East 302.82 feet; thence
along a tangent curve concave to the Northwest having an arc
radius of 300.00 feet through central angle of 14°00'00", an arc
distance of 73.30 feet; thence tangent to said curve, North 38°05'08"
East 130.12 feet.

The bearings used in this strip are not in the same category as the bearings in the main body of the description above. (The bearings in this strip are not in the same category as the bearings in the main body of the description above.)

used in the main body of the

ALSO EXCEPT that portion of the remainder lying Southwesterly of a line perpendicular to the Northeastly prolongation of the Northeastly line of Virginia Avenue, as shown on said Tract No. 1002B that passes through a point on said prolongation, distant Northeastly 27.27 feet from the intersection of said prolongation with the Northeastly line of the land described as Parcel 1 recorded on October 23, 1963 in Book D2330 Page 757, Official Records, as

Document No. 3259, records of said county.

Instrument No. 25071 (see page 10)
 ALSO EXCEPT that portion of the remainder thereof lying Northwesterly
 of the following described line:

of the following described:

Beginning at the intersection of the Northeasterly line of Parcel 1, as described in Document No. 5259, recorded on October 23, 1963 in Book D2330 Page 757, Official Records, with the Northeasterly prolongation of the Northeasterly line of Ocean Drive, as shown on said Tract No. 10025, thence Northeasterly in a direct line to the Westerly terminus of that certain curve being concave to the Northwest and having a radius of 1113.00 feet and said curve being the Southeasterly line of said Lot Angeles County Flood Control District Right-of-way, 230 feet wide.

ALSO EXCEPT that portion of the remainder thereof lying southeasterly of the following described line:

Beginning at a point on the Northwesterly line of the before mentioned strip of land being 25.00 feet wide, distant 20.00 feet Northwesterly from the intersection of said Northwesterly line of the Northwesterly line of said Tract No. 10025, thence prolongation of the Northeastly line of said Tract No. 10025, thence South 67° 27' 43" West 18.26 feet.

South 67°27'43" West 10.1°

and including that portion described as follows:

and including that portion of Parcel 1, Beginning at the intersection of the Northeastly line of Parcel 1, as described in Document No. 3259, recorded on October 23, 1963 in Book D2230 Page 737, Official Records, with the Northeastly prolongation of the Northwestly line of Ocean Drive, as shown on said Tract No. 10025, thence Southwesterly along the Northeastly



#2593

25 MAR-87 08:44 PM
800-138, March 25, 1987

First American Title Company of Los Angeles

FALCOLA

prolongation of the Northwesterly line of said Ocean Drive, 26.98 feet; thence Southeasterly along the aforementioned line that is perpendicular to the Northwesterly prolongation of the Northwesterly line of Virginia Avenue and passes through a point on said prolongation distant 27.27 feet from the intersection of said prolongation with the Northwesterly line of said Parcel 1, to the Northwesterly line of said Parcel 1; thence Northwesterly along said Northwesterly line of Parcel 1 to the point of beginning.

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

General and special taxes, a lien not yet payable, for the fiscal year 1987-1988.

General and special county and/or city taxes, including special assessments and/or personal property taxes, if any, 1986-1987
Fiscal Year: \$ 30,499.25
Total: \$ 15,249.63 paid.
Second Installment: \$ 15,249.62.

Exemptions: none.
(Veterans or Homeowners): 3192.
Code No.: 4209-27-26.
Parcel No.:

The lien of Supplemental Taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Tax Code.

A right-of-way over and across said land for a water ditch, as said ditch is mentioned and described in the Decree of Partition entered May 14, 1868 in Case No. 963 of the District Court of Los Angeles County.

An oil and gas lease affecting said land lying below a depth of 500 feet from the surface thereof, for the term and upon the terms, conditions and covenants therein provided.
Lessor: Marie Melanie Greber Machado, a widow.
Lessee: Continental Oil Company, a corporation.
Recorded: December 16, 1958 in Book M-179 Page 891.
Official Records.

Matters affecting the present interest of the lessor or lessee are not shown herein.

Any existing easements and rights appurtenant to the ownership of other parcels of land in said Rancho La Ballona including rights in waters in and under said land, as indicated by the



#2594

(last page of
description on
p. 1)

Mail Tax Statements to:

CULVER CITY REDEVELOPMENT AGENCY
 P.O. BOX 507
 CULVER CITY, CA 90232-0507
 ATTN: SUSAN BERG

Recording Requested By and
 When Recorded Mail to:
 SHERLIND PROPERTIES, L.L.C.
 13323 WASHINGTON BLVD., SUITE 206
 LOS ANGELES, CA 90066

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") dated as of Jan 27, 1998, by and between Kris E. Cox, an individual ("Assignor") and Harvey Jeffrey Lind and Lauren Jo Lind, husband and wife as joint tenants as to an undivided one-half interest and Howard Sher and Sheryl Sher, husband and wife as joint tenants as to an undivided one-half interest, all as tenants in common ("Assignee").

A. Hampshire National, Inc., predecessor in interest to Assignor and the Culver City Redevelopment Agency ("Agency") entered into a certain Disposition and Development Agreement dated July 9, 1984 ("DDA"). In connection therewith Hampshire National, Inc., and Agency entered into a certain Lease For Parking Rights executed the 7th day of January, 1985, recorded on April 12, 1985, as Instrument No. 85 408006 and said lease was amended on June 2, 1986, recorded on July 16, 1986, as Instrument No. 86 890137 and amended a second time on April 6, 1987, recorded on May 7, 1987, as Instrument No. 87 716009 all in the Office of the County Recorder of Los Angeles County, California ("Lease").

B. The DDA was assigned on February 14, 1985, from Hampshire National, Inc. to 10555 Jefferson Inc., a California Corporation. The lease was assigned from Hampshire National, Inc., to 10555 Jefferson, Inc., on March 18, 1985.

C. Agency issued 10555 Jefferson, Inc., a Certificate of Completion of Construction and Development executed October 6, 1986, and recorded February 26, 1987, as Instrument No. 87 292382 in the Office of the County Recorder of Los Angeles County, California.

D. In connection with the sale from 10555 Jefferson, Inc., to Assignor of the site conveyed by Agency under the DDA, the parties executed an Assignment and Assumption Agreement dated May 8, 1987.

E. In connection with the sale from Assignor to Assignee of the site conveyed by Agency under the DDA, Assignor now desires to assign all of its right and interest under the Lease to Assignee.

Now Therefore, in consideration of the covenants herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer, convey and set over to Assignee, all of Assignor's estate, right, title and interest in, to and under the Lease, with all rights, powers, privileges, options and other benefits of Assignor as lessee thereunder.

2. Assignee does hereby assume the obligations of Assignor under the Lease and hereby agrees to perform the same in accordance with the terms of the Lease. Assignee agrees to indemnify, hold harmless and defend Assignor

and Agency from and against any and all claims, demands or actions, expenses (including reasonable attorneys' fees), losses or damages, arising out of or connected, directly or indirectly, with the Lease.

ASSIGNOR

By 
Kris E. Cox

ASSIGNEE

By 



CONSENT

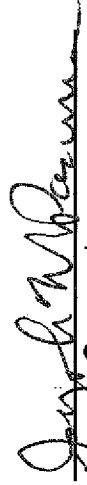
The undersigned hereby consents to the foregoing assignment; provided, however, such consent and any subsequent consent is conditioned upon the continuation of Assignor's liability under the provisions of the Lease and further provided that: 1) the lease of the 36 parking spaces and the site conveyed pursuant to the DDA be held together as one parcel; and 2) the lessee continue to maintain the insurance required by the lease.

Dated 3/23/23

CULVER CITY REDEVELOPMENT AGENCY

By 

Approved as to form:
KANE, BALLMER & BERKMAN


Agency Counsel

AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN
and
HAMPSHIRE NATIONAL, INC.

This Amendment is entered into by and between the Culver City Redevelopment Agency (a public body, corporate and politic, hereinafter referred to as "Agency") and Hampshire National, Inc., a California Corporation (hereinafter referred to as "Developer").

Factual:

1. On July 9, 1984, Agency and Developer entered into an Disposition and Development Agreement for the redevelopment of certain property located within the Overland-Jefferson Redevelopment Project No. 2, hereinafter referred to as "the Agreement".
2. The dates for submittal of Evidence of Financing as set forth in the Agreement must be amended.
3. The escrow closure date for Conveyance of Title as set forth in the Agreement must be amended.

Agency and Developer hereby agree as follows:

1. Items seven (7) and eight (8) of Attachment No. 2, Schedule of Performance of the Agreement are amended to read as follows:
 7. Evidence of Financing. Developer shall submit to Agency evidence of financing as provided in Section 214 of this Agreement on or before February 5, 1985.
 8. Conveyance of title to Developer (closing of escrow). Agency shall convey title to the Site and Developer shall accept conveyance thereof on or before March 5, 1985.

2. Except as expressly set forth herein, all terms and conditions of the Agreement shall continue in full force and effect.
3. The effective date of this Amendment is the date it is signed on behalf of Agency.

CULVER CITY REDEVELOPMENT
AGENCY

Date: January 7, 1985

By: [Signature]
Richard R. Brundo
Chairman

APPROVED AS TO FORM:

[Signature]
Joseph W. Pannone
Liaison Counsel

Hampshire National Inc.
A California Corporation

Date: 1/8/85

By: [Signature]
Executive Vice President

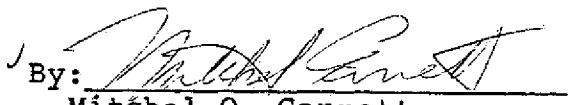
ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that Hampshire National, Inc. a California Corporation, organized and existing under the laws of the State of California (the "ASSIGNOR"), for a valuable consideration, receipt of which is hereby acknowledged, DOES HEREBY TRANSFER AND ASSIGN to 10555 Jefferson, Inc., a California Corporation, organized and existing under the laws of the State of California (the "ASSIGNEE"), its successors and assigns, all of ASSIGNOR'S right, title and interest in and to that certain Disposition and Development Agreement dated July 9, 1984 between the Culver City Redevelopment Agency (the "Agency") and ASSIGNOR, as amended on January 7, 1985 TO HAVE AND TO HOLD the same unto the ASSIGNEE and to its successors and assigns forever.

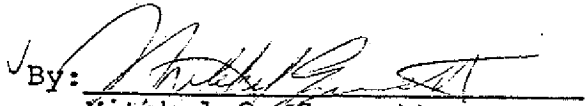
This Assignment is a full and complete transfer and assignment of all rights and property interest arising under the Agreement, and the ASSIGNOR represents and warrants its entitlement to and ownership of said rights and property interests and its capacity and authority to execute this Assignment.

IN WITNESS WHEREOF the ASSIGNOR has caused this Assignment to be executed and delivered by its duly authorized representative as of this 14 day of February, 1985.

HAMPSHIRE NATIONAL, INC.
A California Corporation

By: 
Mitchel O. Garrett

ACKNOWLEDGED:
10555 Jefferson, Inc.
A California Corporation

By: 
Mitchel O. Garrett

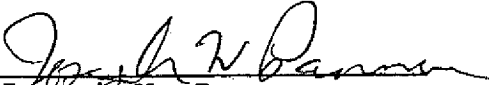
Approval by the AGENCY, of this Assignment or any subsequent Assignment with or without Hampshire National, Inc. approval is conditioned upon the continuation of Hampshire National, Inc. a California Corporation, remaining liable for performance of all the provisions of the Agreement referenced hereinabove. 10555 Jefferson Inc., a California Corporation, shall have the rights of the Developer to enforce the provisions of the Agreement as though it was designated as Developer therein.

CULVER CITY REDEVELOPMENT
AGENCY

Date: 2-18-85

By: 
Richard R. Brundo
Chairman

APPROVED AS TO FORM:


Joseph W. Pannone
Agency Liaison Counsel

AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN
and
HAMPSHIRE NATIONAL, INC.

This Amendment is entered into by and between the Culver City Redevelopment Agency (a public body, corporate and politic, hereinafter referred to as "Agency") and Hampshire National, Inc., a California Corporation (hereinafter referred to as "Developer").

Factual:

1. On July 9, 1984, Agency and Developer entered into an Disposition and Development Agreement for the redevelopment of certain property located within the Overland-Jefferson Redevelopment Project No. 2, hereinafter referred to as "the Agreement".
2. The dates for submittal of Evidence of Financing as set forth in the Agreement must be amended.
3. The escrow closure date for Conveyance of Title as set forth in the Agreement must be amended.

Agency and Developer hereby agree as follows:

1. Items seven (7) and eight (8) of Attachment No. 2, Schedule of Performance of the Agreement are amended to read as follows:
 7. Evidence of Financing. Developer shall submit to Agency evidence of financing as provided in Section 214 of this Agreement on or before February 5, 1985.
 8. Conveyance of title to Developer (closing of escrow). Agency shall convey title to the Site and Developer shall accept conveyance thereof on or before March 5, 1985.

2. Except as expressly set forth herein, all terms and conditions of the Agreement shall continue in full force and effect.
3. The effective date of this Amendment is the date it is signed on behalf of Agency.

CULVER CITY REDEVELOPMENT
AGENCY

Date: January 7, 1985

By: [Signature]
Richard R. Brundo
Chairman

APPROVED AS TO FORM:

[Signature]
Joseph W. Pannone
Liaison Counsel

Hampshire National Inc.
A California Corporation

Date: 1/8/85

By: [Signature]
Executive Vice President

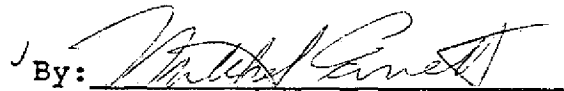
ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that Hampshire National, Inc. a California Corporation, organized and existing under the laws of the State of California (the "ASSIGNOR"), for a valuable consideration, receipt of which is hereby acknowledged, DOES HEREBY TRANSFER AND ASSIGN to 10555 Jefferson, Inc., a California Corporation, organized and existing under the laws of the State of California (the "ASSIGNEE"), its successors and assigns, all of ASSIGNOR'S right, title and interest in and to that certain Disposition and Development Agreement dated July 9, 1984 between the Culver City Redevelopment Agency (the "Agency") and ASSIGNOR, as amended on January 7, 1985 TO HAVE AND TO HOLD the same unto the ASSIGNEE and to its successors and assigns forever.

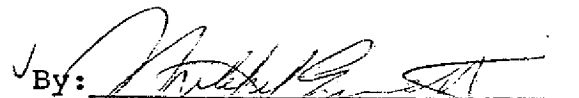
This Assignment is a full and complete transfer and assignment of all rights and property interest arising under the Agreement, and the ASSIGNOR represents and warrants its entitlement to and ownership of said rights and property interests and its capacity and authority to execute this Assignment.

IN WITNESS WHEREOF the ASSIGNOR has caused this Assignment to be executed and delivered by its duly authorized representative as of this 14 day of February, 1985.

HAMPSHIRE NATIONAL, INC.
A California Corporation

By: 
Mitchel O. Garrett

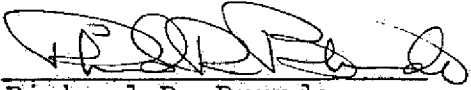
ACKNOWLEDGED:
10555 Jefferson, Inc.
A California Corporation

By: 
Mitchel O. Garrett

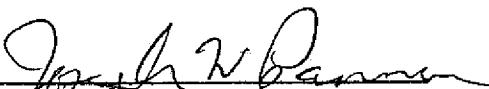
Approval by the AGENCY, of this Assignment or any subsequent Assignment with or without Hampshire National, Inc. approval is conditioned upon the continuation of Hampshire National, Inc. a California Corporation, remaining liable for performance of all the provisions of the Agreement referenced hereinabove. 10555 Jefferson Inc., a California Corporation, shall have the rights of the Developer to enforce the provisions of the Agreement as though it was designated as Developer therein.

CULVER CITY REDEVELOPMENT
AGENCY

Date: 2-18-85

By: 
Richard R. Brundo
Chairman

APPROVED AS TO FORM:


Joseph W. Pannone
Agency Liaison Counsel

Mail Tax Statements to:
CULVER CITY REDEVELOPMENT AGENCY
P.O. BOX 507
CULVER CITY, CA 90232-0507
ATTN: SUSAN BERG

Recording Requested By and
When Recorded Mail to:
MURRAY GOMER
315 SOUTH BEVERLY DRIVE STE 406
BEVERLY HILLS, CA 90219

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") dated as of May 22, 1987, by and between 10555 Jefferson, Inc., a California Corporation ("Assignor") and Kris E. Cox, an individual ("Assignee").

A. Hampshire National, Inc., predecessor in interest to Assignor and the Culver City Redevelopment Agency ("Agency") entered into a certain Disposition and Development Agreement dated July 9, 1984 ("DDA"). In connection therewith Hampshire National, Inc. and Agency entered into a certain Lease For Parking Rights executed the 7th day of January, 1985, recorded on April 12, 1985 as Instrument No. 85 408006 and said lease was amended on June 2, 1986, recorded on July 16, 1986 as Instrument No. 86 890137 and amended a second time on on April 6, 1987, recorded on May 7, 1987 as Instrument No. 87 716009 all in the Office of the County Recorder of Los Angeles County, California ("Lease").

B. The DDA was assigned on February 14, 1985 from Hampshire National, Inc. to 10555 Jefferson Inc. The lease was assigned from Hampshire National, Inc. to 10555 Jefferson, Inc. on March 18, 1985.

C. Agency issued Assignor a Certificate of Completion of Construction and Development executed October 6, 1986, and recorded February 26, 1987 as Instrument No. 87 292382 in the Office of the County Recorder of Los Angeles County, California.

D. In connection with the sale from Assignor to Assignee of the site conveyed by Agency under the DDA, Assignor now desires to assign all of its right and interest under the Lease to Assignee.

Now Therefore, in consideration of the covenants herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer, convey and set over to Assignee, all of Assignor's estate, right, title and interest in, to and under the Lease, with all rights, powers, privileges, options and other benefits of Assignor as lessee thereunder.

2. Assignee does hereby assume the obligations of Assignor under the Lease and hereby agrees to perform the same in

accordance with the terms of the Lease. Assignee agrees to indemnify, hold harmless and defend Assignor from and against any and all claims, demands or actions, expenses (including reasonable attorneys' fees), losses or damages, arising out of or connected, directly or indirectly with the Lease.

Assignor

10555 Jefferson, Inc.

By

Mitchell Garrett
Mitchel Garrett
President

Assignee

Kris E. Cox

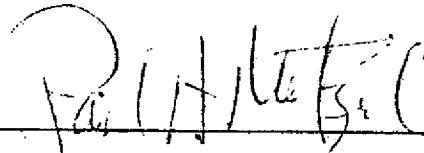
By

Kris E. Cox
Kris E. Cox

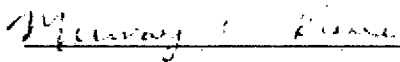
CONSENT

The undersigned hereby consents to the foregoing assignment; provided, however, such consent and any subsequent consent is conditioned upon the continuation of Assignor's liability under the provisions of the Lease and further provided that: 1) the premises of the lease and the site conveyed pursuant to the DDA be held together as one parcel; and 2) the lessee continue to maintain the insurance required by the lease.

Dated 6-1-87 Culver City Redevelopment Agency

By 
Paul A. Netzel, Chairman

Approved as to form:


Murray O. Kane

jhc.AAA.10555

Mail Tax Statements to:

CULVER CITY REDEVELOPMENT AGENCY
P.O. BOX 507
CULVER CITY, CA 90232-0507
ATTN: SUSAN BERG

Recording Requested By and
When Recorded Mail to:
SHERLIND PROPERTIES, L.L.C.
13323 WASHINGTON BLVD., SUITE 206
LOS ANGELES, CA 90066

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") dated as of Jan 27, 1998, by and between Kris E. Cox, an individual ("Assignor") and Harvey Jeffrey Lind and Lauren Jo Lind, husband and wife as joint tenants as to an undivided one-half interest and Howard Sher and Sheryl Sher, husband and wife as joint tenants as to an undivided one-half interest, all as tenants in common ("Assignee").

A. Hampshire National, Inc., predecessor in interest to Assignor and the Culver City Redevelopment Agency ("Agency") entered into a certain Disposition and Development Agreement dated July 9, 1984 ("DDA"). In connection therewith Hampshire National, Inc., and Agency entered into a certain Lease For Parking Rights executed the 7th day of January, 1985, recorded on April 12, 1985, as Instrument No. 85 408006 and said lease was amended on June 2, 1986, recorded on July 16, 1986, as Instrument No. 86 890137 and amended a second time on April 6, 1987, recorded on May 7, 1987, as Instrument No. 87 716009 all in the Office of the County Recorder of Los Angeles County, California ("Lease").

B. The DDA was assigned on February 14, 1985, from Hampshire National, Inc. to 10555 Jefferson Inc., a California Corporation. The lease was assigned from Hampshire National, Inc., to 10555 Jefferson, Inc., on March 18, 1985.

C. Agency issued 10555 Jefferson, Inc., a Certificate of Completion of Construction and Development executed October 6, 1986, and recorded February 26, 1987, as Instrument No. 87 292382 in the Office of the County Recorder of Los Angeles County, California.

D. In connection with the sale from 10555 Jefferson, Inc., to Assignor of the site conveyed by Agency under the DDA, the parties executed an Assignment and Assumption Agreement dated May 8, 1987.

E. In connection with the sale from Assignor to Assignee of the site conveyed by Agency under the DDA, Assignor now desires to assign all of its right and interest under the Lease to Assignee.

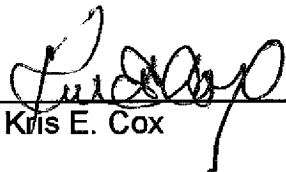
Now Therefore, in consideration of the covenants herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer, convey and set over to Assignee, all of Assignor's estate, right, title and interest in, to and under the Lease, with all rights, powers, privileges, options and other benefits of Assignor as lessee thereunder.

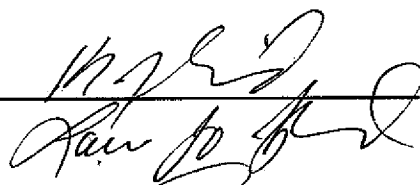
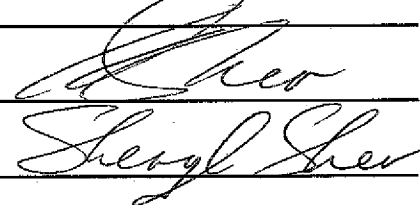
2. Assignee does hereby assume the obligations of Assignor under the Lease and hereby agrees to perform the same in accordance with the terms of the Lease. Assignee agrees to indemnify, hold harmless and defend Assignor

and Agency from and against any and all claims, demands or actions, expenses (including reasonable attorneys' fees), losses or damages, arising out of or connected, directly or indirectly, with the Lease.

ASSIGNOR

By 
Kris E. Cox

ASSIGNEE

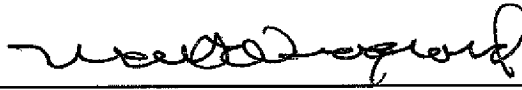
By 


CONSENT

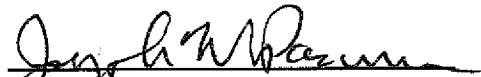
The undersigned hereby consents to the foregoing assignment; provided, however, such consent and any subsequent consent is conditioned upon the continuation of Assignor's liability under the provisions of the Lease and further provided that: 1) the lease of the 36 parking spaces and the site conveyed pursuant to the DDA be held together as one parcel; and 2) the lessee continue to maintain the insurance required by the lease.

Dated 3/23/18

CULVER CITY REDEVELOPMENT AGENCY

By 

Approved as to form:
KANE, BALLMER & BERKMAN


Agency Counsel



*Assign 4 spaces
77-81 (5)*

CULVER CITY REDEVELOPMENT AGENCY

9770 Culver Boulevard, Third Floor
P. O. Box 507 Culver City, California 90232-0507
www.ci.culver-city.ca.us

ATTACHMENT 2_Public Parking Facilities

(310) 253-5764
(310) 253-5760
FAX (310) 253-5779
email:culvercity@cytex.com

January 21, 1998

CULVER CITY
REDEVELOPMENT AGENCY

JAN 26 1998

Mr. Bill Lettner
Culver City Rotary Plaza
5100 Overland Avenue
Culver City, California 90230

Re: Amendment to License Agreement re. Parking Lot

Dear Bill:

On behalf of the Culver City Redevelopment Agency, and the businesses in the area of Parking Lot B, I want to express our appreciation for your cooperation regarding the requested reduction in Rotary Plaza's parking spaces in Parking Lot B.

The Redevelopment Agency, at its January 20, 1998, meeting authorized an amendment to the License Agreement with Rotary Plaza, Inc. to reduce the number of parking spaces from Rotary Plaza in Parking Lot B from 25 to 5. Enclosed are three copies of the amendment to the license agreement for signature on behalf of Rotary Plaza and return to our office. I'll provide you with two fully signed copies for your files.

If you have questions or need additional information, please call me at 310-253-5764.

Sincerely,


Susan Berg
Redevelopment Project Manager
enclosures

AMENDMENT NO. 1
TO
LICENSE AGREEMENT
WITH
ROTARY PLAZA, INC.
FOR
USE OF AGENCY PARKING LOT "B"

THIS AMENDMENT NO. 1 to LICENSE AGREEMENT is made and entered into by and between the CULVER CITY REDEVELOPMENT AGENCY, hereinafter referred to as "AGENCY", and ROTARY PLAZA, INC., hereinafter referred to as "ROTARY".

WHEREAS, AGENCY and ROTARY entered into a License Agreement (AGREEMENT) on March 3, 1986, for ROTARY to use without charge 25 parking spaces, numbered 61 through 72 and 83 through 95, in AGENCY's Parking Lot B for additional parking to facilitate the ongoing provision of affordable housing, subject to certain; and

WHEREAS, AGENCY and ROTARY desire to modify the terms of the AGREEMENT;

NOW, THEREFORE, AGENCY and ROTARY amend the AGREEMENT as set forth below:

1. Paragraph 3 of the AGREEMENT is hereby modified to reduce from 25 to 5 the total number of parking spaces allocated to ROTARY in Lot B, and to specify that these 5 parking spaces are numbered 70, 71, 72, 83 and 84.
2. Except as set forth herein, all terms and conditions of the existing AGREEMENT shall remain in full force and effect.

3. The effective date of this AMENDMENT is the date it is signed on behalf of the AGENCY.

ROTARY PLAZA, INC.

Date: 1/22/98 By: [Signature]

CULVER CITY REDEVELOPMENT AGENCY

Date: 1/29/98 By: [Signature]

APPROVED AS TO FORM:
KANE, BALLMER & BERKMAN

Murray O. Kane
Agency General Counsel



CULVER CITY REDEVELOPMENT AGENCY
9770 Culver Boulevard, P.O. Box 507 Culver City, CA 90232-0507
WWW.CI.CULVER-CITY.CA.US

ATTACHMENT 2_Public Parking Facilities

(310) 253-5760
FAX (310) 253-5779
EMAIL:
miriam.mack@ci.culver-city.ca.us

April 21, 1999

Paul L. Kahn
10772 Garland Dr.
Culver City, CA 90232

Re: 9021 Washington Boulevard

Dear Paul,

The Redevelopment Agency is encouraged by the prospect of being able to reach a complete settlement with you regarding the trade of your above noted property and the Agency-owned Higuera parking lot at 3900 Higuera Street. The settlement will accommodate your needs while providing for the expansion of an important project within our City. As we discussed on the telephone, on April 19, 1999, in Closed Session, the Redevelopment Agency authorized me to make this final offer to you.

1. The Agency is willing to trade its property at 3900 Higuera Street in exchange for your property located at 9021 Washington Boulevard.
2. You must agree to lease three spaces in the 3900 Higuera lot to Mr. Gardner, according to the same terms and conditions set forth in the Agreement dated June 27, 1995, between the Agency and the Florence Gardner and Allan J. Gardner Trust.
3. You will be required to record a covenant on the 3900 Higuera Street parking lot, which covenants 14 spaces for your building at 9000 Washington Boulevard.
4. The Agency will agree to relocate the five spaces currently leased to Westwood One at the 3900 Higuera lot to another location, to terminate parking for the Lindblade Hotel and to allow you to remove the parking meter from 3900 Higuera Street.
5. The Agency will agree to lease to you, at no charge for 20 years, six parking spaces in a new parking lot to be constructed at 3757 Robertson Boulevard. This lease will satisfy your planning requirement of five additional spaces for 9000 Washington Boulevard, plus give you access to one additional space to compensate you for the loss for general parking use of the one handicapped space which must remain on the 3900 Higuera lot.

Culver City Employees take pride in effectively providing the highest levels of service to enrich the quality of life for the community by building on our tradition of more than seventy-five years of public service, by our present commitment, and by our dedication to meet the challenges of the future.

PRINTED ON RECYCLED PAPER

PLA 10000 10000

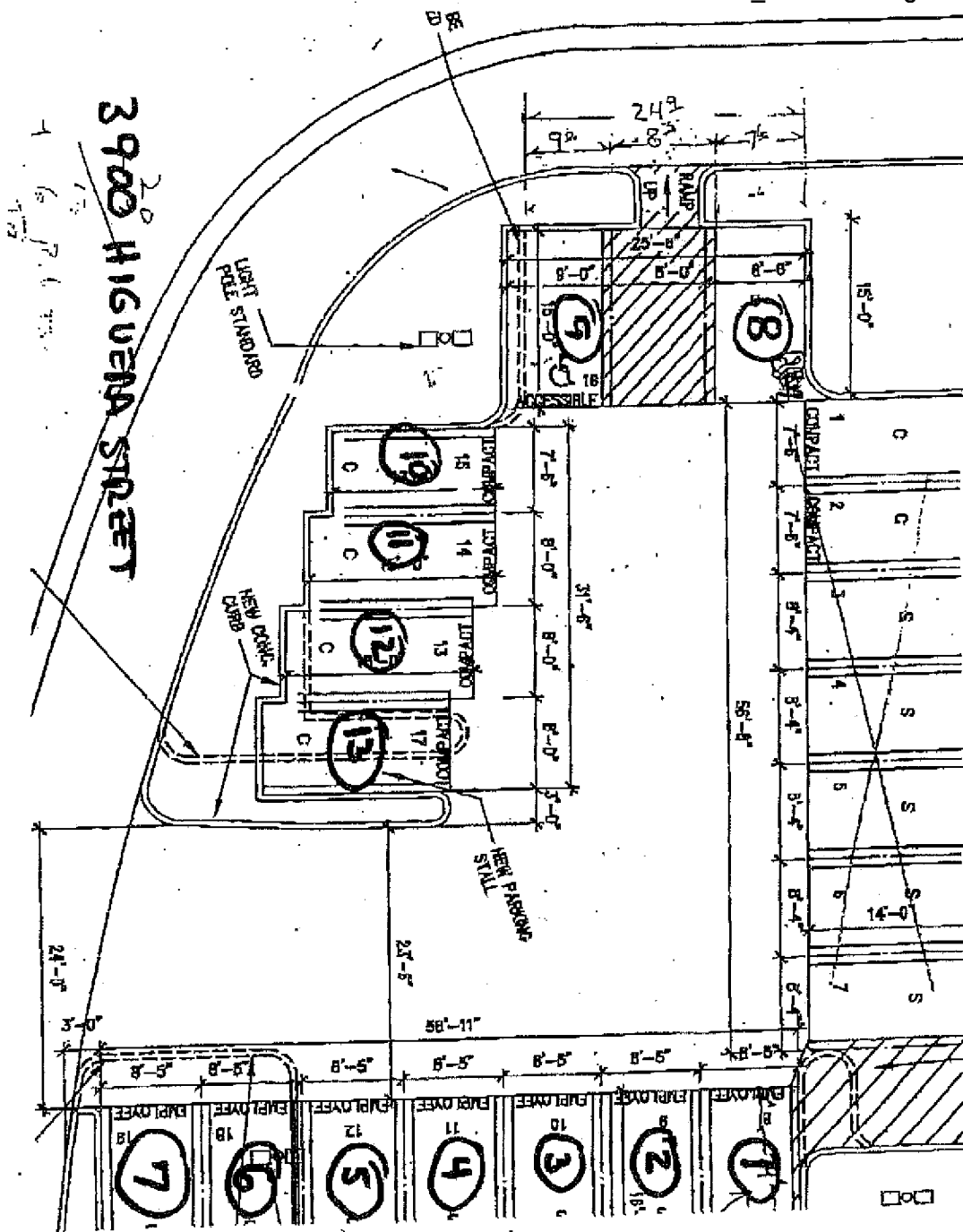
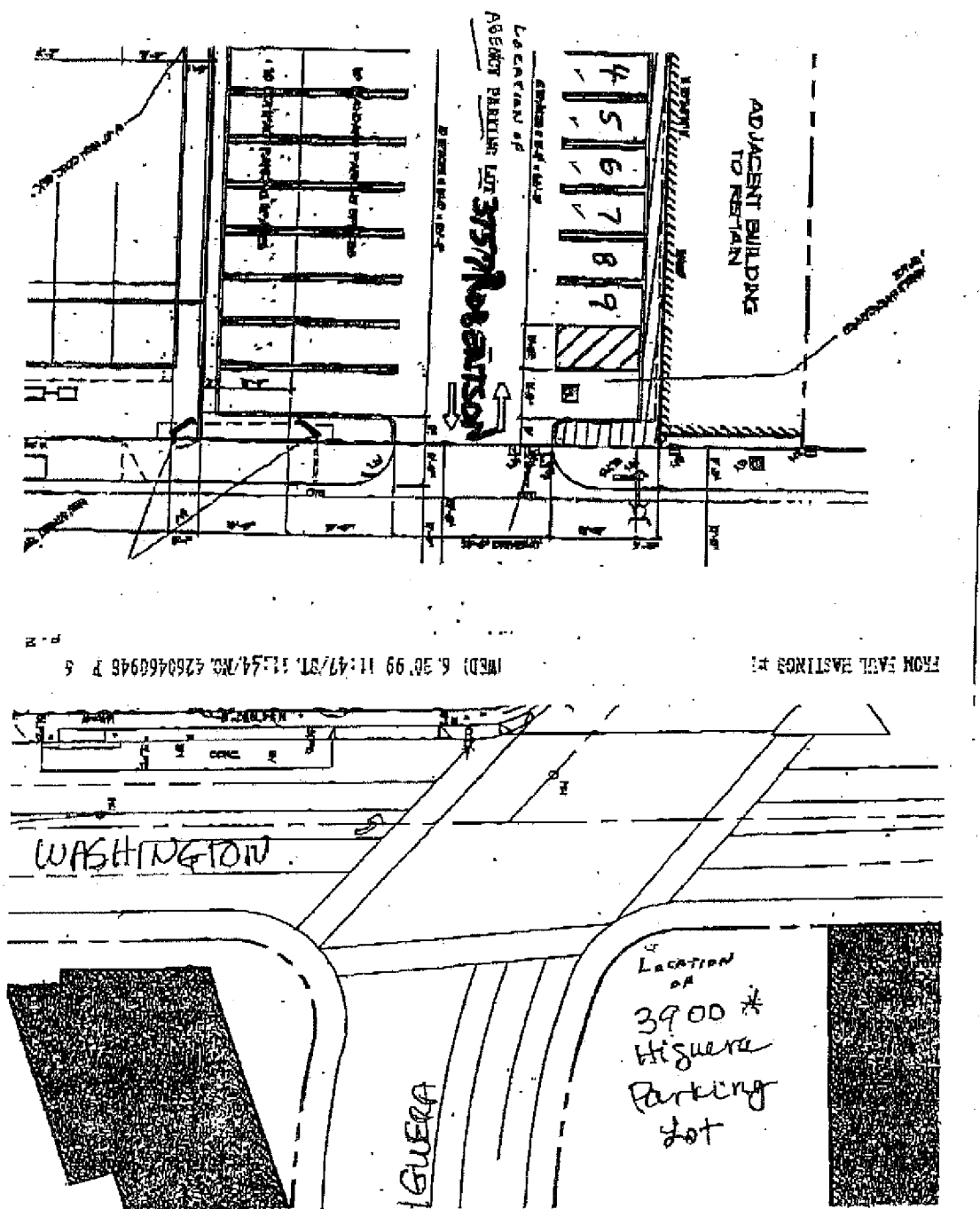


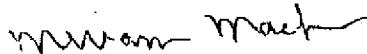
EXHIBIT "B"



6. If the Gardner Trust no longer requires covenanted parking, you will agree to give up your use of three of the parking spaces at 3757 Robertson and the commitment cited in paragraph 5.
7. The Agency will facilitate the processing of an application to the Planning Division for approval of two tandem parking spaces in the 3900 Higuera Street lot, at your request.
8. The Agency will agree to lease six spaces at current rates to Dal Tile for five years in the proposed parking lot at 3757 Robertson Boulevard.
9. The Agency will agree to condition Mike Miller to complete the parking lot at 3757 Robertson Boulevard before your parking at 9021 Washington Boulevard is required for the Miller Honda project, or ensure that adequate parking is provided for your building at 9000 Washington Boulevard.
10. The terms outlined above will be set forth in a Disposition and Development Agreement that will be presented to the Agency on June 7.
11. You will agree to waive any and all claims against the Agency regarding the acquisition of your 9021 Washington Boulevard parking lot.

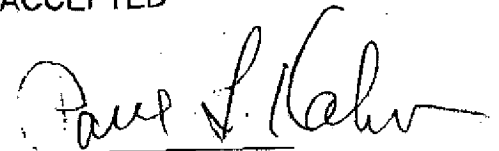
To demonstrate your agreement with the terms of this letter, please sign and return one copy to me. By that signature you also agree to permit Miller's application to proceed and to give up any claim that the Agency has regarding the right to take your property at 9021 Washington Boulevard, but reserve your right to seek just compensation for the taking of your lot. Upon receipt of the signed letter, we will immediately begin to prepare the DDA for your review and approval.

Sincerely,



Miriam Mack
Redevelopment Administrator

ACCEPTED



Paul L. Kahn, Trustee
Paul L. Kahn Trust

Cc: Mark Winogrand
Joe Pannone