

Attachments to Ivy Substation Lease

Ivy Substation Lease:

39. 9070 Venice Boulevard.

LEASE

LEASE BETWEEN CITY OF LOS ANGELES AND CULVER CITY REDEVELOPMENT AGENCY OF PROPERTY LOCATED AT THE INTERSECTION OF VENICE BOULEVARD AND CULVER BOULEVARD IN THE CITY OF LOS ANGELES, KNOWN AS "IVY SUBSTATION".

For preservation, Restoration, and Renovation of Historic Building and for Public Park and Recreational Purposes.

This lease is dated June 8 1987, 1987. Lessor is the City of Los Angeles, a municipal corporation, hereinafter called "Los Angeles." The lessee is the Culver City Redevelopment Agency, a public body corporate and politic, hereinafter called "Agency."

RECITALS

Los Angeles, is the owner of certain real property hereinafter called "Property," located at the intersection of Culver Boulevard and Venice Boulevard. The Property is located within the City of Los Angeles. The Property is improved with a building known as "Ivy Substation." It is legally described in Exhibit A attached hereto. The real property and the building are not presently used by Los Angeles.

The Property was acquired by use of revenue derived from taxes imposed on motor vehicle fuels. A portion of the real property acquired was improved as a public street. The Property described in Exhibit A is the remainder thereof. Pursuant to the provisions of Article 19, Section 8 of the California

1 Constitution such remainder properties may be held and used for
2 local public park and recreational purposes.

3
4 The Property is adjacent to a redevelopment area ad-
5 ministered by Agency. The improvement of the Property and use
6 thereof for local public park and recreational purposes is
7 beneficial to the territory of the redevelopment project.
8 Therefore, it is practical and desirable for Agency to improve
9 the Property and thereafter maintain it for public park and
10 recreational purposes, as more particularly set forth.

11
12 The Ivy Substation building is a structure on the National
13 Register of Historic Places and is also City of Los Angeles
14 Historic-Cultural Monument No. 182. It is therefore desirable
15 that the building be preserved, restored and renovated, and that
16 all work on the building and the surrounding land be done in a
17 manner which will not unnecessarily impair the historic and
18 cultural values of the building. Agency is willing to improve
19 and thereafter maintain the Property with this objective in mind.

20
21 The leasing of the Property to Agency will be beneficial to
22 the City of Los Angeles. Such lease will allow the Property and
23 the building to be preserved, restored and renovated without
24 expense to Los Angeles and will allow the same to be maintained
25 without expense to Los Angeles; while at the same time residents
26 of Los Angeles will be able to utilize the Property and enjoy
27 same to the same extent as residents of Culver City.

1 Therefore, to effectuate the above intent, Los Angeles
2 leases the Property to Agency and Agency accepts the Property
3 from Los Angeles upon the following terms and conditions.
4

5 1. Description of Leased Property
6

7 The Property hereby leased is legally described on Exhibit
8 A. It is illustrated on Exhibit B. It is located in the City of
9 Los Angeles, County of Los Angeles, State of California. It is a
10 part of the triangular shaped block bounded by Venice Boulevard
11 on the northwest, Culver Boulevard on the northeast, and Canfield
12 Avenue on the southwest.
13

14 2. Purpose of Lease
15

16 Los Angeles and Agency have entered into this lease agree-
17 ment for two purposes:
18

19 (1) To cause the preservation, restoration and
20 renovation of the Ivy Substation building and to cause the im-
21 provement of the surrounding land with landscaping, incidental
22 improvements, and otherwise in a manner consistent with the
23 preservation of the Ivy Substation as an historic building; and
24

25 (2) To allow the Ivy Substation building and the
26 surrounding land to be operated, maintained and used for the
27 benefit and enjoyment of the people of Los Angeles and of the
28 City of Culver City for public park and recreational purposes.

1 3. Consideration by Agency

2
3 It is understood and agreed that the primary consideration
4 from Agency for this lease is the improvement, operation and
5 maintenance of the Property by Agency for the stated purposes.
6 No monetary rental shall be paid to Los Angeles for the use of
7 the Property. In the event Agency makes a net profit through the
8 receipt of fees and/or rental arising from the operation of the
9 Property, including the operation of incidental uses then such
10 net profit shall be placed in a fund and separately accounted
11 for, and said net profit and any interest or other earnings which
12 may accrue thereon shall be used only for the maintenance, opera-
13 tion and reserve for capital replacement of the Property and
14 improvements thereon.

Fees may be charged for the use of the
15 Property for park and recreational purposes but on a basis that
16 such fees shall not exceed the amount necessary to pay expenses
17 and provide reserves for replacement of equipment and
18 improvements.

19
20 "Net profit" as used in this section means those sums
21 received in excess of the costs of maintenance, operation and
22 reserve for capital replacement of the Property and improvements
23 thereon without deduction for or consideration of any deprecia-
24 tion, amortization, interest or indebtedness, or recapture of
25 investment.

LICENSE AGREEMENT

This License Agreement ("this Agreement") is effective as of July 1, 2010 ("Effective Date"), by and between THE ACTORS' GANG, a California non-profit corporation (hereinafter "Licensee"), and the CULVER CITY REDEVELOPMENT AGENCY, a public body corporate and politic (hereinafter "Licensor").

RECITALS

A. Pursuant to a long-term lease (the "Ivy Substation Lease"), entered into on June 8, 1987, by and between the City of Los Angeles ("Los Angeles") and the Licensor, Licensor is the lessee of that certain real property located in Los Angeles and more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property"). The Ivy Substation Lease is attached hereto and incorporated herein by this reference as Exhibit B.

B. Licensee desires to use the Property as a venue for staging live theatrical productions during the term of this Agreement, as defined below.

C. Under the terms of the Ivy Substation Lease, Licensor is allowed to grant to Licensee a license to enter into the Property for, and in order to accomplish, the purposes described herein, subject to the approval of Los Angeles.

D. Licensor and Licensee entered in that certain License Agreement, entered into as of July, 2005 ("2005 License Agreement"). Licensor and Licensee now desire to enter into this Agreement to supersede and void the 2005 License Agreement, and enable Licensee to accomplish the purposes described herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the granting of the foregoing, the mutual promises, covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Replacement of 2005 License Agreement. This Agreement shall supersede and void the 2005 License Agreement, commencing on the Effective Date of this Agreement; provided, however, that any rights or obligations accruing to Licensor or Licensee prior to the Effective Date of this Agreement shall be controlled by the 2005 License Agreement.

2. Grant of License. During the term of this Agreement, Licensee shall have a license to perform the following activities on the Property, subject to the terms and conditions of this Agreement (collectively, "the License"):

- a) Construct only those improvements and other modifications to the Property that have been approved by the Assistant Executive Director and are consistent with the terms of the Ivy Substation Lease. Any (i) improvements or modifications to

ATTACHMENT 2_Ivy Substation

the exterior of the Ivy Substation and (ii) improvements or modifications to the interior of the Ivy Substation over \$5,000.00 shall require the prior written approval from the Assistant Executive Director. Licensee understands and agrees that such improvements and modifications shall become the permanent property of Licensor upon expiration or sooner termination of the License, unless otherwise agreed to, in writing, by Licensor.

- b) Stage live theatrical productions, including but not limited to plays, musicals, children's theater, film screenings, music concerts, lecture series and special events in such frequency and during such dates and times as set forth in the applicable seasonal program ("Season Program") and additional performances which may be scheduled during the year, which Licensee shall submit to Licensor's Assistant Executive Director at least thirty (30) days in advance for review and comment. The required opportunity to review and comment is intended solely to permit Licensor to be assured the community has access to the Ivy Substation pursuant to Section 12 and the Ivy Substation is being utilized effectively and efficiently throughout the year. Licensor shall have no power of approval of play selection or performance content by reason of its review. Licensee shall provide or cause to be provided a minimum number of one hundred and twenty (120) performances per year, which proposed performances shall be documented in an annual report that shall be submitted to the Licensor for its review and comments ("Annual Report") within thirty (30) days of the Effective Date of this Agreement and then on July 1 of every subsequent license year thereafter. Licensee shall notify Licensor of any changes to the Annual Report within thirty (30) days of Licensee's knowledge or intent to make such changes.
- c) Conduct such other activities, such as rehearsals, workshops and auditions that are directly related, incidental, or necessary to accomplish the purposes of this Agreement.
- d) Comply with all other requirements imposed by any required permits, the Ivy Substation Lease, and this Agreement, including, without limitation, that the Property shall be operated, maintained and kept in suitable repair for the benefit, convenience, and enjoyment of the public without discrimination based on disability, race, ancestry, creed, marital status, ethnic origin, age, sex, or city of residence.

All advertisements, brochures, commercials and other literature related to Licensee's activities on the Property shall reference the Property as the Ivy Substation and give credit to the Culver City Redevelopment Agency.

3. Term of License. The License shall have a term of one year (the "Initial Term"), subject to five (5) annual extensions at the option of Licensee, provided that Licensee is not in default under this Agreement or in violation of any Federal, State or local law, rule or regulations, and such extension does not violate the Ivy Substation Lease (the "Extended Term").

The Initial Term and Extended Term shall be collectively referenced herein as "the Term."

4. Prohibited Uses. With the exception of the purposes described in this Agreement and other uses first approved in writing by the Licensor, Licensee shall not be authorized to use the Property for any other purpose whatsoever, except that Licensee may allow restaurant/food service concessions not including the sale of alcoholic beverages and gift/souvenir shops without further approval of Licensor, to the extent that such rental use does not interfere with the Licensee's obligations under this License, including, without limitation, Section 12, and is not objectionable by Los Angeles under the Ivy Substation Lease. Any other incidental uses shall be subject to at least sixty (60) day advance written approval by Licensor and Los Angeles. Prior to allowing any short term rental, Licensor shall require the renter to execute an agreement in a form approved and provided by Licensor, which shall require each renter to indemnify, and procure insurance coverage for, both Licensor and Licensee for any loss, liability, claims, damages and expenses arising from the entry into the Property or the exercise by such renter pursuant to this Section 4.

5. Prior Agency Approval. Licensee shall obtain the express written consent of Licensor's Assistant Executive Director or her/his designee, (which consent shall be in Assistant Executive Director's sole and absolute discretion) prior to performing any of the following acts:

- a) Allowing the entry and use by any person into the Property other than guests and invitees viewing Licensee's theatrical productions, or those to whom this License is granted or such other persons directly connected to the accomplishment of the purposes of the License;
- b) Posting, erecting or otherwise installing, within public view, banners, posters or any other signage or promotional material; and
- c) Alienating, selling, encumbering or otherwise transferring any improvements and equipment installed upon the Property or any interest therein.

6. Permits. Licensee, at no cost or expense to Licensor, and as a necessary condition for the exercise of any rights under the License, shall obtain permits from the City of Los Angeles, and any and all other governmental permits and approvals with which may be necessary for it to conduct any work or activities under this Agreement, including, but not limited to, a liquor license for the sale or other distribution of alcoholic beverages by Licensee within the Property.

Licensee agrees to indemnify, defend, protect and hold Licensor, the City of Culver City, Los Angeles and each their respective officers, boards, officials, employees, attorneys, agents, insurers and volunteers, free and harmless from any and all loss, liability, claims, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from the sale, distribution or consumption of alcoholic beverages within the Property by Licensee or any of its guests or other invitees.

Licensor shall coordinate and cooperate with Licensee in Licensee's activities to obtain

all necessary government permits and permissions.

7. **Parking.** Licensor shall provide Licensee five (5) parking permits for use by Licensee and its invitees to park free of charge in designated parking spaces at the Media Park parking lot for the Initial Term and each Extended Term.

8. **Liens and Claims.** Licensee shall not permit any mechanics', materialmen's, or similar liens or claims to stand against the Property for labor or material furnished in connection with any work performed by Licensee under this Agreement. Upon reasonable and timely notice of any such lien or claim delivered to Licensee by Licensor, Licensee may bond and contest the validity and the amount of such lien, but Licensee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

9. **License Fees.** The annual fee rate for the License shall be \$1.00, to be paid on or before July 1 concurrently with Licensee's submittal of the Annual Report to Licensor in accordance with Section 2(b) herein; provided, however, that as a condition to the effectiveness of this License, Licensee shall pay to Licensor, the amount of THIRTEEN THOUSAND FIVE HUNDRED AND FORTY-TWO DOLLARS AND NO CENTS, by certified checks, in accordance with the Payment Schedule attached hereto as Exhibit B ("Rent Balance"). Licensee and Licensor acknowledge, understand and agree that the Rent Balance shall be full settlement for approximately TWENTY-THREE THOUSAND FIVE HUNDRED AND FORTY-TWO DOLLARS of accrued rent owed by Licensee to Licensor, for Licensee's use of the Property pursuant to the 2005 License Agreement. Furthermore, the Rent Balance includes a rent credit of TEN THOUSAND DOLLARS.

10. **Licensor's Maintenance Obligations.** Licensee shall, at its own expense, repair, maintain, manage and operate the Property during the Term of the License ("Maintenance Obligations"), including without limitation: (i) payment for all utilities, janitorial, security, and garbage collection services (collectively, "Services") and (ii) subject to Section 2(a), herein, maintenance, repairs, replacement or installation of fixtures and equipment, including plumbing, electrical, theatrical lighting and sound equipment, and furnishings (collectively, "Improvements"). All Services accounts shall be held in the name of Licensee. If Licensee anticipates that Improvements will cost in excess of FIFTEEN THOUSAND DOLLARS (\$15,000) per year, Licensee may seek contribution from Licensor for costs in excess of the \$15,000, which contribution may be made by Licensor in its sole and absolute discretion. Licensor shall document all Improvements (planned and/or executed) in the Annual Report. In the event that Licensee fails to undertake the Maintenance Obligations in accordance with this Section, Licensor shall have the right to terminate this Agreement for cause and/or undertake the Maintenance Obligations and seek immediate reimbursement against Licensee for all costs of the Maintenance Obligations, including without limitation, the administrative costs of Licensor.

11. **Lighting and Sound Equipment.** During periods of at least thirty (30) days in length, during which Licensee will not be staging theatrical performances, conducting rehearsals or otherwise actively using the facilities on the Property for any of the purposes described in Section 2 of this Agreement, Licensor's lighting and sound equipment shall remain within the premises and shall be available for use by Licensor, the City of Culver City, and certain

community organizations, including, without limitation, the Culver City Performing Arts Grant recipients, educational programs in which students from the Culver City Unified School District participate, and any other group determined eligible by Licensor (collectively "Other Organizations"), as identified by Licensor; provided, that Licensor shall give reasonable prior written notice to Licensee of such use, and Licensee shall be allowed to have a technical director or other representative present at the Property at any time said equipment is being used. The Other Organizations, shall compensate the technical director in accordance with a rate schedule to be reasonably agreed upon by the Licensor and the Licensee.

12. Use of space by Other Organizations. As part of the Agreement, Licensor requires the Property be made available for use by Other Organizations no less than sixty (60) days during the Initial Term. The time periods for availability must contain one two-week block and the other times may be a combination of individual days and consecutive days. The time periods for availability under this Section 12 for any Extended Terms shall be subject to re-negotiation on annual basis and shall take effect on July 1 of every year, except that if Licensor and Licensee cannot agree upon the period of availability of the Property by Other Organizations, then the time periods in this Section 12 shall remain in effect. If the specific dates are not actually reserved by any Other Organizations, then Licensee shall be deemed in compliance with this requirement. Prior to allowing any Other Organizations to enter into the Property pursuant to this Section 12, Licensor shall require such Other Organizations to execute an agreement in a form approved and provided by Licensor, which shall require each of the Other Organizations to indemnify, and procure insurance coverage for, both Licensor and Licensee for any loss, liability, claims, damages and expenses arising from the entry into the Property or the exercise by such Other Organizations of any other rights pursuant to this Section 12.

13. Compliance with Laws. The Licensee shall comply with all federal, state and local laws, statutes and ordinances in connection with Licensee's entry on the Property and performance under this Agreement.

14. Entry by Licensor. Licensor shall not conduct tours of the Property except upon scheduled appointments after reasonable advance notice has been given to Licensee. Other than this section 14, nothing contained in this Agreement shall be construed to restrict or prevent entry to the Property by Licensor, its agents, consultants and assigns.

15. Effective Date. The effectiveness of this Agreement shall be conditioned upon Licensee providing insurance as described in Section 18.

16. Hazardous Materials. Licensee shall not store or use or consent to the storage or use of any Hazardous Materials on the Property except in reasonable amounts as required to accomplish the purposes of this Agreement, and at all times in compliance with law. As used in this Agreement, "Hazardous Materials," means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a "hazardous waste", "acutely hazardous waste", "restricted hazardous waste", or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to

Section 25140, of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code; (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety.

17. Indemnification. Licensee agrees to indemnify, defend, protect and hold Licensor, the City of Culver City and Los Angeles, and their respective officers, employees, attorneys, agents, insurers and volunteers ("Indemnitees"), free and harmless from any and all loss, liability, claims, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from the exercise of the License granted under this Agreement, regardless of whether such loss, liability, claims, damages and expenses were in part contributed to by the acts or omissions of an Indemnitee; provided, however, that nothing herein shall be interpreted as obligating Licensee to indemnify any Indemnitee for the Indemnitee's willful misconduct.

18. Insurance. Licensee shall obtain, at its sole cost and expense, and keep in full force and effect, during the term of this Agreement, and in the form acceptable to Licensor, in its sole discretion, the following insurance policies:

- a) General Liability Insurance (including coverage for any and all loss, liability, claims, damages and expenses arising from the sale, distribution or consumption of alcohol within the Property as discussed above in Section 6 of this Agreement) with a minimum coverage limit per occurrence of not less than \$2,000,000. A "Claims made" designation is only acceptable for professional or pollution liability insurance.
- b) Automobile Insurance maintained in full force and effect in an amount of not less than Two Million Dollars (\$2,000,000) per accident; and
- c) Workers' Compensation Insurance in an amount and form sufficient to meet all applicable governmental requirements, with a minimum coverage of at least \$1,000,000 for bodily injury per disease or accident per occurrence.

Licensor, the City of Culver City, Los Angeles and their agents, officers and employees shall be named as the "Certificate Holder" and as additional insureds for each insurance policy

required herein. Each such policy shall contain a provision that: (a) for all claims, accidents, injuries and damages occurring in or about the Property, provides primary coverage without contribution from any other insurance carried by or for the benefit of Licensor and/or Los Angeles, (b) the policy shall not be canceled and the amount thereof shall not be reduced unless thirty-days' (30-days') written notice shall have been given to Licensor and Los Angeles by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insured and additional insureds, except that the policy shall not be canceled for non-payment of premiums unless ten-days' (10-days') written notice shall have been given to Licensor and Los Angeles in the manner set forth herein. All insurance required to be carried by Licensee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers licensed in the State of California with a current A.M. Best's rating of no less than A:VII.

Licensee shall deliver to Licensor appropriate certificates of insurance evidencing the insurance required to be carried pursuant to this Agreement prior to entry onto the Property.

19. Default. Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The non-defaulting party shall give written notice of default to the defaulting party, specifying the default complained of. The defaulting party must cure, correct or remedy such failure or delay within ten (10) days after receipt of such written notice of default. Failure or delay in giving such notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Delays by any party in asserting any of its rights and remedies shall not deprive any 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.

20. Remedies. If the defaulting party fails or does not commence to cure the default within ten (10) days of service of the notice of default, then the non-defaulting party may: (i) terminate this Agreement in writing; (ii) institute an action for specific performance of the terms of this Agreement; (iii) institute legal action to cure, correct or remedy any default to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. The defaulting party shall be liable to the other party for any actual and direct damages caused by such default. Neither the Licensee nor the Agency shall be liable for consequential damages as a result of any breach of any obligation of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate Municipal Court in that County, or in the Federal District Court in the Central District of California.

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

21. Termination. Licensor shall not terminate this Agreement except for cause if the Licensee is in default or by mutual agreement of the parties.

22. Attorneys' Fees. In any action between any of the parties seeking enforcement or interpretation of any of the terms and provisions of this Agreement or a declaration as to the meaning hereof, or in connection with the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

23. Notices. Any notice provided for herein or otherwise required to be given hereunder that: (i) is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; (ii) is transmitted by electronic facsimile transmission during regular business hours of regular business days followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission by electronic facsimile; and (iii) is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

Any notice provided for herein or otherwise required to be given hereunder shall be addressed as follows:

To Licensor: Culver City Redevelopment Agency
9770 Culver Boulevard
Culver City, CA 90232-0507
Attention: Sol Blumenfeld, Assistant Executive Director
Facsimile: (310) 253-5779

To Licensee: The Actors' Gang
9070 Venice Boulevard
Culver City CA 90232
Attention: Elizabeth Doran, Managing Director
Facsimile: (310) 838-4263

The person and the place to which notices are to be mailed may be changed by either party by providing written notice of same to the other.

24. Assignments. The rights and obligations under this Agreement may not be assigned by Licensee without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

26. Amendments. No provision of this Agreement may be amended or added to except by an Agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

27. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things

ATTACHMENT 2_Ivy Substation

reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

28. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

29. Authority to Enter Into Agreement. The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.

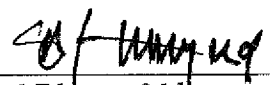
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representative on the dates shown below.

LICENSOR

LICENSEE

CULVER CITY REDEVELOPMENT AGENCY

THE ACTORS' GANG

By: 
Sol Blumenfeld
Assistant Executive Director

By: 
Elizabeth Doran
Managing Director

Date: 2/14/11

Date: 2/14/11

APPROVED AS TO FORM:

By: _____
Its: _____

Date: _____


General Counsel

EXHIBIT A**IVY SUBSTATION LEGAL DESCRIPTION**

Those portions of Lot 1, Block 17 and Lot B, both of Tract No. 2444, as per map recorded in Book 24, pages 5, 6 and 7 of Maps, in the Office of the County Recorder of Los Angeles County, included within a parcel of land, bounded and described as follows:

Commencing at the intersection of a line parallel with and distant 30 feet southwesterly measured at right angles from the northeasterly line and its southeasterly prolongation of Durango Avenue, 60 feet wide, formerly McMillan Avenue, with the southwesterly prolongation of the northwesterly line of Venice Boulevard, 40 feet wide, as said streets are shown on the map of Tract No. 2997, recorded in Book 35, page 15 of Maps, in the Office of said County Recorder; thence southeasterly along said parallel line to a line parallel with and distant 118 feet southeasterly measured at right angles from said southwesterly prolongation of the northwesterly line of Venice Boulevard, said last-mentioned parallel line to be hereinafter referred to as "Line A"; thence North $55^{\circ}42'15''$ East along said "Line A" 199.64 feet to a point, said point to be the TRUE POINT OF BEGINNING for purposes of this description; thence northeasterly, southerly and southwesterly along a tangent curve concave to the Southwest and having a radius of 27 feet, through a central angle of $170^{\circ}07'46''$ an arc distance of 80.17 feet; thence southwesterly along a reverse curve concave to the Southeast and having a radius of 810 feet, through a central angle of $4^{\circ}30'47''$ an arc distance of 63.80 feet to the northwesterly line of the southeasterly roadway of Venice Boulevard, 50 feet wide, as said last-mentioned northwesterly line is described in the Final Judgment recorded in Book 11417, page 67 of Official Records, in the Office of said County Recorder; thence South $55^{\circ}42'15''$ West along said last-mentioned northwesterly line 119.60 feet; thence southwesterly along a tangent curve concave northwesterly and having a radius of 268.75 feet, through a central angle of $0^{\circ}07'25''$ an arc distance of 0.58 feet to the Southwesterly line of said Lot 1; thence North $33^{\circ}52'00''$ West along said southwesterly line 67 feet to said "Line A"; thence North $55^{\circ}42'15''$ East along said "Line A" 177.40 feet to the TRUE POINT OF BEGINNING.

Also, that portion of said southeasterly roadway of Venice Boulevard, 50 feet wide, vacated by Resolution to Vacate No. 84-01795, recorded as Document No. 84-468383, of Official Records, in the Office of said County Recorder, bounded and described as follows:

Commencing at the southwesterly terminus of the hereinabove described curve having a radius of 810 feet and an arc length of 63.80 feet; thence North $55^{\circ}42'15''$ East along the northwesterly line of said southeasterly roadway of Venice Boulevard 0.38 feet to the TRUE POINT OF BEGINNING; thence South $55^{\circ}42'15''$ West along said last-mentioned Northwesterly line 119.98 feet; thence southwesterly along a tangent curve concave northwesterly and having a radius of 268.75 feet, through a central angle of $0^{\circ}07'25''$ an arc distance of 0.58 feet to the southwesterly line of Lot 1, said Block 17; thence South $33^{\circ}52'00''$ East along the southeasterly prolongation of said southwesterly line 25.09 feet; thence northeasterly along a curve concave southeasterly and having a radius of 35 feet, through a central angle of $32^{\circ}10'35''$ an arc distance of 19.66 feet, a radial line passing through the southwesterly terminus of said curve bears South $11^{\circ}18'57''$ East; thence northeasterly along a

reverse curve concave northwesterly and having a radius of 15 feet, through a central angle of $40^{\circ} 37' 45''$ an arc distance of 10.64 feet; thence northeasterly along a reverse curve concave southeasterly and having a radius of 810 feet, through a central angle of $6^{\circ} 42' 51''$ an arc distance of 94.92 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B
PAYMENT SCHEDULE

[behind this page]

EXHIBIT "B"

CULVER CITY REDEVELOPMENT AGENCY
REPAYMENT LOG
PAYMENT SCHEDULE

ATTACHMENT 2_lvy Substation

VENDOR NAME The Actors' Gang
SUPPLIER NUMBER _____
BACK RENT DUE \$13,542

DEPOSITS TO BE PLACED
IN THE FOLLOWING ACCOUNT: Fund No 550 Project /Div 94400 Object No. 383120

BEGINNING BALANCE	PAYMENT DATE DUE	PAYMENT AMOUNT	REMAINING BALANCE	DATE PAYMENT RECEIVED	SIGNATURE OF RECIPIENT
\$13,542	2/28/2011	\$2,500	\$11,042	2/28/2011	
\$11,042	5/31/2011	\$3,500	\$7,542		
\$7,542	6/30/2011	\$7,542	\$0		