

AGREEMENT AT MEDIATION

City of Culver City adv. David Kneprath and David K's T Shirt Printing, a Calif. Corporation

Subject to Culver City City Council approval at a July 11, 2016 public session, the City of Culver City ("City") and David Kneprath and David K's T-Shirt Printing (collectively, "David K's"), hereby agree as follows. This Agreement supersedes and replaces all prior agreements with the same title entered into between the parties:

1. City agrees to purchase and David K's agrees to sell, David K's leasehold interest and improvements pertaining to realty (as identified as improvements pertaining to realty in the appraisal report of Desmond, Marcello & Amster dated April 7, 2016) in the real property located at 8926 Venice Blvd., Culver City, CA (the "subject property") for the sum of \$850,000, to be paid as follows:
 - a. \$425,000 shall be paid by no later than July 12, 2016;
 - b. The remaining \$425,000 shall be paid upon the earlier of (i) the close of escrow of the subject property between the City and Culver Station, LLC, or (ii) December 31, 2016.
 - c. Payments shall be made by negotiable check or draft made payable to "California Eminent Domain Law Group Client Trust Account" and shall be delivered to David K's counsel of record, California Eminent Domain Law Group, Attn: A.J. Hazarabedian at 3429 Ocean View Blvd., Suite L, Glendale, CA 91208 on or before the dates above-referenced.
2. In the event the City fails to make either payment above referenced, David K's shall give written notice to City's counsel, Kane, Ballmer & Berkman attn.: Bruce Gridley, and the City shall have 5 days to cure.
3. David K's agrees to vacate the subject property by no later than September 15, 2016. Anything left behind after September 15 shall be considered abandoned and shall become the property of the City without further proceedings. In the event David Kneprath has not vacated by the date specified in the agreement, the City of Culver City may file an action and on an ex parte basis, with written notice of the ex parte hearing to be given to both David Kneprath and his counsel, the Court shall issue a Judgment for Possession in favor of the City of Culver City and against David Kneprath and David K's T Shirt Printing.
4. David K's shall retain ownership of all assets of the David K's T-Shirt Printing business other than the lease of the subject property and improvements pertaining to realty (as identified as improvements pertaining to realty in the appraisal report of Desmond, Marcello & Amster dated April 7, 2016).
5. The undersigned agree to seek and counsel for Culver City shall recommend to the City Council that the City Council approve this agreement.

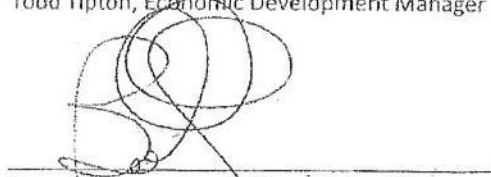
6. This agreement shall remain confidential until following the above-referenced July 11, 2016 public session.
7. This agreement is in lieu of eminent domain, and constitutes an all inclusive settlement, including without limitation any claims or potential claims for leasehold value, business goodwill, fixtures and equipment and relocation benefits.
8. This Agreement At Mediation is intended to be binding and enforceable, to be effective on the date it is approved by the City Council of Culver City, and reflects the final agreement between the parties to the dispute, and each of them, pursuant to Evidence Code Section 1123. This Agreement At Mediation is admissible and subject to disclosure, despite the otherwise enforceable requirements of confidentiality, solely for the purpose of establishing in court that an agreement has been reached by the parties for purposes of enforcing and interpreting that agreement

AGREED:

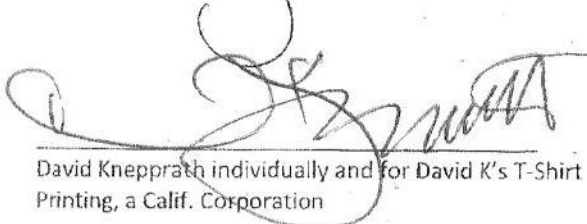
Dated: 6/13/16


Todd Tipton, Economic Development Manager


Dated: 6/13/16


Bruce Gridley, counsel, City of Culver City

Dated: 6/13/16


David Kneprath individually and for David K's T-Shirt
Printing, a Calif. Corporation

Dated: 6/13/16


A.J. Hazarabedian, counsel, David Kneprath and David
K's T-Shirt Printing