

Seena Max Samimi
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August 1, 2021

VIA E-MAIL (jsobin@sobinharte.com)

Jeff Sobin, AIA
Sobin-Harte Architects, Inc.
1635 Pontius Ave. 1st Floor
Los Angeles, CA 90025
310 231 0027 (Tel)
818 298 8822 (Cell)
www.SobinHarte.com

**Re: Southern California Hospital at Culver City – Response to Notice of Incomplete
Related to Off-Site Parking Agreements**

Dear Mr. Sobin,

We are writing regarding the Emergency Department Application for the Southern California Hospital at Culver City ("Hospital"), located in the City of Culver City ("City").

The City's Project Review Committee comments from July 22, 2021 include the following note from the Planning Division: "Please provide copies of off-site parking agreements for reference." The Hospital currently has three locations where it uses long-term off-site parking pursuant to covenant agreements.

Exhibit 1: Feb. 7, 2014 "Omnibus Amendment to Parking Easement Agreements"

- This agreement among three different parties grants spaces to the Hospital on two different properties
 - Section 3.2: Hospital is granted 117 spaces (80 on the 4th floor and 37 in the physician's lot) at the Medical Office Building located at 3831 Hughes Avenue, Los Angeles, CA.
 - Section 2.3: Hospital is granted 14 spaces at the Dunn Apartments located at 3828-3842 Dunn Drive, Los Angeles, CA.

Exhibit 2: Feb. 7, 2014 "Church Parking Easement Agreement"

- Section 3: Church grants Hospital 75 spaces from 6:30 a.m. to 6:30 p.m., Monday-Friday, at 3768, 3767, and 3771 Delmas Terrace, Los Angeles, CA.

Exhibit 3: May 20, 2021 "Parking Covenant Agreement"


- Section 1: Church grants Hospital 46 spaces (46 of the same 75 spaces granted in Exhibit 2 above) from 6:30 p.m. to 6:30 a.m., Sunday-Friday, at 3768 Delmas Terrace, Los Angeles, CA.

The total number of spaces that the Hospital has at its disposal at the three sites is therefore 206 spaces (117+14+75).

However, because not all of those spaces are available at all times, the Hospital is working with Fehr and Peers to prepare a comprehensive audit of the spaces currently available to the Hospital on-site and off-site (with tables providing details of any shortfalls during any periods of the day/week), as well as spaces that can potentially be added to the Hospital's totals, through the submittal of an Administrative Use Permit for 1) additional off-site spaces through long-term agreements, and/or 2) approval of valet/tandem spaces. Fehr and Peers will be working to finalize its report concurrent with the City's processing of the ED Application. As such, we would request that the City include the Hospital's full compliance with all City parking requirements as a condition of approval of the Hospital's entitlements, rather than holding up the processing of the ED Application.

Please do not hesitate to reach out to me if you would like to discuss any of these off-site agreements in further detail.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Seena Max Samimi', with a stylized, flowing script.

SEENA MAX SAMIMI for
Jeffer Mangels Butler & Mitchell LLP

cc: Farrell Johnson
Frank Saidara
Garrison De Lee

EXHIBIT 1

This page is part of your document - DO NOT DISCARD



20140301276



Pages:
0029

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

03/26/14 AT 08:00AM

FEES:	99.00
TAXES:	0.00
OTHER:	0.00
PAID:	99.00



LEADSHEET



201403260190001

00008994317



006099040

SEQ:
02

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

2

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

California Landmark Group
10600 Santa Monica Blvd.
Los Angeles, CA 90025



23008634 TC

(Space Above For Recorder's Use)

OMNIBUS AMENDMENT TO PARKING EASEMENT AGREEMENTS

This Omnibus Amendment to Parking Easement Agreements ("**Amendment**") is made on February 7, 2014, by and among WALTER J. ASHER, a married man as his sole and separate property, and R. BRENT CLARK and CAROL MARIE CLARK, husband and wife, as joint tenants (collectively, "**Grantor**"), SOUTHERN CALIFORNIA HEALTHCARE SYSTEM, INC., a California corporation dba Southern California Hospital at Culver City, and formerly known as Brotman Medical Center ("**Hospital Grantee**"), and 3831 HUGHES AVENUE HOLDINGS, LLC, a Maryland limited liability company ("**Hughes Grantee**" and, together with Hospital Grantee, collectively, "**Grantees**").

RECITALS

A. Hughes Grantee, as successor-in-interest to Culver Medical Partners, a California general partnership ("**Culver**"), is the owner of that certain tract(s) or parcel(s) of land located in the County of Los Angeles, State of California, commonly known by the street address of 3831 Hughes Avenue, Los Angeles, California, as more particularly described in Exhibit 1 hereto (the "**Medical Office Building Land**"). The Medical Office Building Land is improved with improvements including a multi-story medical office building (the "**Medical Office Building**"), and an above-ground four (4) level parking structure (the "**Medical Office Building Parking Structure**"), all of which are owned by Hughes Grantee.

B. Grantor, also as successor-in-interest to Culver, is the owner of that certain tract(s) or parcel(s) of land located in the County of Los Angeles, State of California, commonly known by the street address of 3828-3842 Dunn Drive, Los Angeles, California, as more particularly described in Exhibit 2 hereto (the "**Surface Lot Land**"), which is improved with a paved outdoor parking lot (the "**Surface Lot**") located immediately adjacent and contiguous to the Medical Office Building Parking Structure.

C. Hospital Grantee is the owner of those certain tracts or parcels of land located in the County of Los Angeles, State of California, as more particularly described in Exhibit 3 hereto, which is near to the Medical Office Building Land and upon which Hospital Grantee owns and operates an acute care hospital commonly known as "Southern California Hospital at Culver City Medical Center".

D. Culver and Hospital Grantee entered into that certain Parking Easement Agreement dated as of August 9, 2006 (the "**Original Easement Agreement**") and recorded on August 9, 2006

2a

3

as Instrument No. 06-1769087 in the Official Records of Los Angeles County, California (the "**Official Records**"), as amended by that certain First Amendment to Parking Easement Agreement by and between Culver and Hospital Grantee dated as of April 23, 2007 and recorded as Instrument No. 20070981464 in the Official Records ("**First Amendment**") and that certain Second Amendment to Parking Easement Agreement between Grantor, Hospital Grantee and Hughes Grantee dated as of April 17, 2009 and recorded as Instrument No. 20090596473 in the Official Records ("**Second Amendment**"), whereby Grantor and Hughes Grantee agreed to provide Hospital Grantee with certain parking and access rights as more particularly described therein. The Original Easement Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "**Hospital Easement Agreement**", and, except as modified by this Amendment, remains in full force and effect, notwithstanding that there was a foreclosure of a deed of trust encumbering the Medical Office Building Land, which deed of trust was originally made by "NNN" (as such term is defined in Recital E below) in favor of the lender named therein.

E. NNN Culver Medical Plaza, LLC, predecessor-in-interest to Hughes Grantee ("**NNN Culver LLC**"), and Culver entered into that certain Parking Easement Agreement dated as of April 23, 2007 and recorded on April 24, 2007 as Instrument No. 20070981466 in the Official Records (the "**Hughes Easement**"), as amended by that certain Reaffirmation of and First Amendment to Parking Easement Agreement by and between Grantor, as successor-in-interest to Culver, and the parties listed on Exhibit 4 attached hereto, as successors-in-interest to NNN Culver LLC and predecessors-in-interest to Hughes Grantee (such parties listed on Exhibit 4 collectively, "**NNN**"), dated as of April 17, 2009 and recorded as Instrument No. 20090596474 in the Official Records (the "**Reaffirmation**"), whereby Grantor agreed to provide NNN with certain parking and access rights on the Surface Lot Land as more particularly described therein. The 3831 Hughes Easement, as amended by the Reaffirmation, is referred to herein as the "**Hughes Easement Agreement**" and, together with the Hospital Easement Agreement, the "**Easement Agreements**").

F. By this Amendment, the parties desire (i) to modify the Hospital Easement Agreement to clarify the location of the Access Areas (as defined in the Hospital Easement Agreement) on the Surface Lot Land and to clarify certain matters related to the Fourth Floor Spaces (as defined in the Hospital Easement Agreement); (ii) to modify the Hughes Easement Agreement to clarify the location of the Access Areas (as defined in the Hughes Easement Agreement) and to clarify the location of and modify the right to use the fourteen (14) "Parking Spaces" (as defined in the Hughes Easement Agreement, and hereinafter referred to as the "**14 Parking Spaces**"); and (iii) to provide for Replacement Parking (as defined below) during construction on the Surface Lot Land, all on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Vehicular and Pedestrian Egress Easement Over the Surface Lot Land.

1.1. **Limitation to Egress.** Effective as of the date hereof and notwithstanding anything to the contrary contained in the Easement Agreements, Grantor shall have the right to limit vehicular and pedestrian egress (i.e., exiting) from the Medical Office Building and Medical Office Building Parking Structure onto the Surface Lot Land solely to the egress opening in the Medical

4

Office Building Parking Structure identified in Exhibit 5 attached hereto and to the egress corridor across the Surface Lot Land identified in Exhibit 5 attached hereto (together, the “Egress Easement Area”). The Egress Easement Area shall be used only for vehicular and pedestrian egress from, and not vehicular and pedestrian ingress (i.e., access) to, the Medical Office Building and Medical Office Building Parking Structure, and may be used for such purposes by Hospital Grantee, its successors and assigns, and its tenants, and all of its customers, invitees, employees and agents (the “Egress Users”). Grantees hereby relinquish all rights of ingress and egress between the Surface Lot Land, on the one hand, and the Medical Office Building and Medical Office Building Parking Structure, on the other hand that may be set forth in the Easement Agreements that are inconsistent with this Paragraph or with Paragraphs 1.2 or 2.3 below.

1.2. **Temporary Relocation of Egress Easement Area.** Hospital Grantee hereby acknowledges that Grantor (including its successors or assignees) intends to develop and construct building structures and other improvements from time to time on the Surface Lot Land. During such construction, Grantor shall have the right to temporarily relocate the Egress Easement Area within the boundaries of the Surface Lot Land from time to time consistent with the requirements of Paragraph 1.3 below, subject, however, to the provisions of Exhibit 6 attached hereto. Grantees hereby agree to cooperate in good faith with Grantor in connection with any lot line adjustment pertaining to the Surface Lot Land, provided such lot line adjustment is internal to the Surface Lot Land and will not affect the boundaries of the Medical Office Building Land.

1.3. **Character of Egress Easement.** Grantor shall ensure that the Egress Easement Area, as described in Exhibit 5 and as it may be relocated pursuant to Paragraph 1.2 above, shall be available on a 24 hour per day, 7 day per week basis, without interruption or interference, and the Egress Users shall have the absolute right to use the Egress Easement Area for the purposes set forth herein and in the Easement Agreements in perpetuity (the “Egress Easement Rights”), subject, however, to the provisions of Exhibit 6 attached hereto.

1.4. **Liquidated Damages for Egress Easement.** Subject to the provisions of Exhibit 6 attached hereto, Grantor acknowledges and agrees that the inability of the Egress Users to exercise the Egress Easement Rights would be disruptive and would cause irreparable damage to the Egress Users in an amount that would be impracticable or extremely difficult to ascertain at the time of this Amendment. Therefore, Grantor agrees that, except in the event of casualty or destruction beyond the control of Grantor, its employees, contractors, agents or representatives, and in addition to injunctive relief to which Hospital Grantee may be entitled as further described in Paragraph 6, Hospital Grantee shall be entitled to collect One Thousand Dollars (\$1,000) per day in liquidated damages from Grantor if the Egress Users are unable to exercise the Egress Easement Rights at any time and Grantor fails to restore the ability to exercise said Egress Easement Rights within one (1) business day following delivery of written notice (which shall include notice by fax or email directed to Grantor as set forth in Paragraph 7 below) to Grantor from Hospital Grantee advising Grantor of the inability of Egress Users to exercise the Egress Easement Rights; all subject, however, to the provisions of Exhibit 6 attached hereto. Grantor agrees that said amount is a reasonable estimation of fair compensation to Hospital Grantee for the damages that Hospital Grantee may sustain by reason of an inability of the Egress Users to exercise their Egress Easement Rights, and is not a penalty, but a fair estimate and negotiated amount of liquidated damages.

5

2. **Vehicular Parking and Ingress/Egress Easement Over the Surface Lot Land.**

2.1. **Exclusive Use of Parking Spaces Until Construction.** Notwithstanding the provisions of the Hughes Easement Agreement to the contrary, from and after the date hereof and continuing until the commencement of construction on the Surface Lot Land, Grantor hereby assigns the 14 Parking Spaces to Hospital Grantee, for the exclusive use of Hospital Grantee, its successors and assigns, and their tenants, and all of their customers, invitees, employees and agents (the "**Hospital Parking Users**"), on the terms set forth in the Hughes Easement Agreement (except that references therein to Hughes Grantee shall hereafter be deemed to refer to Hospital Grantee) [hereafter the "**Parking Easement Rights**"], and no longer by Hughes Grantee, its successors and assigns, and their tenants, customers, invitees, employees and agents. Hughes Grantee, for itself and its predecessors-in-interest and its successors-in-interest, hereby relinquishes, waives, and terminates all of its interest in the 14 Parking Spaces as described in the Hughes Easement Agreement, and agrees to execute and have notarized such documents as may be required in order to evidence such termination of its rights in the Hughes Easement Agreement in the Official Records.

2.2. **Parking and Ingress/Egress During Construction.**

2.2.1. **Replacement Parking During Construction.** Grantor shall not commence construction on the Surface Lot Land or otherwise interfere with the exclusive use of the 14 Parking Spaces by Hospital Grantee and the Hospital Parking Users until Grantor has provided for replacement of the 14 Parking Spaces on a 24 hour per day, 7 day per week basis (the "**Replacement Parking**") during said construction with temporary parking spaces located in a lot or a building within two (2) blocks of Southern California Hospital at Culver City.

2.2.2. **Ingress/Egress During Construction.** At Grantor's option Grantor shall have the right to create an ingress/egress arrangement with respect to the first (1st) floor of the Medical Office Building Parking Structure (hereafter the "**Hospital Physicians Lot**") during the construction period, as more particularly provided in Exhibit 6 attached hereto.

2.3. **Permanent Parking.** Following completion of construction on the Surface Lot Land to a stage where the Hospital Parking Users can park, with permission of the City of Los Angeles, in the newly constructed garage on the Surface Lot Land, and the access in the Hospital Physicians Lot has been restored so as to allow the use of the 2 or 3 spaces that were lost during construction, the 14 Parking Spaces shall be located on the ground floor level of the improvements on the Surface Lot Land where indicated on Exhibit 7 attached hereto, and shall be available on a 24 hour per day, 7 day per week basis at no charge to Hospital Grantee, the Hospital Parking Users, and their successors and assigns. Hospital Grantee and the Hospital Parking Users will cooperate with Grantor's reasonable and non-discriminatory parking rules and regulations promulgated from time to time, which rules shall include enforcement of the exclusive rights of the Hospital Parking Users to use of the 14 Parking Spaces. The 14 Parking Spaces will be clearly marked and designated for the exclusive use of the Hospital Parking Users and Grantor shall take any commercially reasonable action necessary and appropriate to prevent use of the 14 Parking Spaces by any person other than a Hospital Parking User, including, without limitation, arranging for the towing of vehicles of persons who are not Hospital Parking Users.

6

2.4. **Insurance Requirements.** From and after the date hereof, Hospital Grantee agrees to obtain and keep in effect at all times a policy of commercial general liability insurance issued by a reputable California-admitted insurer, with commercially reasonable limits (presently \$1,000,000 per occurrence and \$2,000,000 in the aggregate per year), insuring against liability related to Hospital Grantee's and the Hospital Parking Users' use of the 14 Parking Spaces and the Egress Easement Area. Such insurance shall name as additional insureds Grantor and such other persons and entities designated in writing by Grantor from time to time. Hospital Grantee shall, within ten (10) business days following written request by Grantor from time to time, deliver to Grantor a certificate evidencing that such insurance is in force, and indicating that at least thirty (30) days written notice will be given to Grantor prior to any cancellation or material modification of the coverage. In addition, Hospital Grantee agrees to indemnify, defend, protect and hold harmless Grantor from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising from or related to the Hospital Parking Users' use of the 14 Parking Spaces, except to the extent arising from the negligence or willful misconduct of Grantor and its agents, licensees, employees, tenants, occupants and/or invitees.

3. **Medical Office Building Parking.**

3.1. **Church Parking Agreement.** Concurrently herewith, Grantor, Hospital Grantee, Hughes Grantee and the Culver-Palms Church of Christ (the "**Church**") are entering into an agreement (the "**Church Parking Agreement**") pursuant to which the Church, and its patrons, customers, invitees, employees and agents (the "**Church Parking Users**"), will be permitted to use all of the eighty (80) parking spaces allocated to Hospital Grantee on the fourth (4th) floor of the Medical Office Building Parking Structure, and five (5) of the parking spaces allocated to Hospital Grantee in the Hospital Physicians Lot, during the hours of 7:30 a.m. to 9:30 p.m. on Sunday of each week and from 6:30 p.m. to 10:00 p.m. on Wednesday of each week (the "**Church Hours**"). Except as otherwise limited by this Amendment or the Church Parking Agreement, during the Church Hours, the Church Parking Users will for all purposes under this Agreement be deemed Hospital Parking Users. Hospital Grantee will reasonably cooperate with the Church in connection with the Church's use of its eighty (80) parking spaces on the fourth (4th) floor and five (5) parking spaces in the Hospital Physicians Lot of the Medical Office Building Parking Structure during the Church Hours, including coordination with respect to parking access cards and limiting access of the Church Parking Users solely to the applicable parking spaces. The Church's right to use eighty (80) parking spaces on the fourth (4th) floor and five (5) parking spaces in the Hospital Physicians Lot of the Medical Office Building Parking Structure shall have priority over, supersede and replace any rights that Hospital Grantee may have to use parking spaces on said floors of the Medical Office Building Parking Structure during the Church Hours. However, the Church Parking Users must first use the eighty (80) parking spaces on the fourth (4th) floor, and if and only if all eighty (80) spaces on the fourth (4th) floor are then being utilized by Church Parking Users, other Church Parking Users may then utilize up to five (5) parking spaces in the Hospital Physicians Lot. Subject to receiving the consent of the City of Los Angeles, the foregoing is intended to fully supersede, cancel and replace that certain "Covenant and Agreement Regarding Maintenance of Off-Street Parking Space" made by Hospital Partners, LP, as predecessor-in-interest to Grantor, Grantee and NNN, dated as of August 17, 1989, and recorded as Instrument No. 93-301626 in the Official Records (the "**Original Church Grant**"), and the Church shall execute and have notarized such documents as may be required to evidence the termination of the Original Church Grant in the Official Records.

3.2. **Reduction in Parking Spaces for Hospital Grantee.** To offset Hughes Grantee's loss of parking privileges with respect to the 14 Parking Spaces as provided in Paragraph 2.1 above, Hughes Grantee and Hospital Grantee agree that as of the date of this Agreement, the number of parking spaces in the Medical Office Building Parking Structure allocated to Hospital Grantee and the Hospital Parking Users are reduced by fourteen (14), leaving Hospital Grantee with a total of one hundred seventeen (117) parking spaces in the Medical Office Building Parking Structure, of which eighty (80) will be located on the fourth (4th) floor and thirty-seven (37) will be located in the Hospital Physicians Lot, notwithstanding anything to the contrary contained in the Hospital Easement Agreement. Hospital Grantee's eighty (80) parking spaces and Hughes Grantee's fourteen (14) parking spaces on the fourth (4th) floor of the Medical Office Building Parking Structure shall be unreserved; Hospital Grantee and Hughes Grantee intend that access to the fourth (4th) floor will be controlled by the parking control equipment to be installed by Hughes Grantee as provided in Paragraph 4 below, such that no more than eighty (80) parking users associated with Hospital Grantee and no more than fourteen (14) parking users associated with Hughes Grantee may park on the fourth (4th) floor at any one time.

4. **Parking Structure Parking Control Equipment.** Hughes Grantee at its expense shall install new equipment at the southerly automobile entrances to the Medical Office Building Parking Structure leading to the second (2nd), third (3rd) and fourth (4th) parking floors, as well as equipment between the third (3rd) and fourth (4th) floors of the Medical Office Building Parking Structure, to regulate where the Hospital Parking Users can access and park in the Medical Office Building Parking Structure; provided, however, that the northerly automobile entrance to the Hospital Physicians Lot shall continue to be solely controlled by the Hospital, and the Hospital shall continue to have ownership and control of the key cards that allow entry into the Hospital Physicians Lot. In connection with the access to the fourth (4th) floor of the Medical Office Building Parking Structure, Hughes Grantee will provide Hospital Grantee with a reasonably sufficient number of key cards for the Hospital Parking Users accessing the fourth (4th) floor of the Medical Office Building Parking Structure, such number to be determined in the sole and absolute judgment of the Hospital. The key cards for the Hospital Parking Users will be used to gain access to the Medical Building Parking Structure; provided, however, that no more than a maximum of eighty (80) vehicles for Hospital Parking Users shall be able to park on the fourth floor of the Medical Office Building Parking Structure at any one time. Any Hospital Parking User who fails to park in such user's designated area in the fourth floor of the Medical Office Building Parking Structure will be charged the Medical Office Building Parking Structure's maximum daily public parking rate plus an additional 100% surcharge when such Hospital Parking User exits the Medical Office Building Parking Structure. Hospital Grantee will be responsible for providing the Church with a sufficient number of key cards from Hospital Grantee's allocation of key cards under this Paragraph 4.

5. **Covenant Running With the Land.** This Amendment and the Egress Easement Rights and the Parking Easement Rights are intended to, and shall, run with the land, and will bind, be a charge upon, and inure to the benefit of each party and its successors and assigns. The parties intend that this Amendment comply with Section 1468 of the California Civil Code.

6. **Injunctive Relief.** Grantor acknowledges and agrees that a breach or threatened breach of the Easement Agreements or this Amendment by Grantor or its tenants, successors, or assigns will result in irreparable and continuing damage to Grantees for which there will be no fully adequate remedy at law, and Grantees, and each of their tenants, successors, and assigns, shall be entitled, in addition to the liquidated damages as provided in Paragraph 1.4 above, to injunctive relief, a decree for specific performance, and such other relief as may be proper (excluding monetary

damages other than the liquidated damages described in Paragraph 1.4 above) without the need to post a bond or other security, and without the need to prove damages. Nothing herein shall prohibit Grantees from pursuing the recovery of liquidated damages as provided in Paragraph 1.4 above, against Grantor for any breach of its obligations hereunder.

7. **Notices.** Effective as of the date hereof, all notices, demands, requests, approvals or consents required or permitted to be made under the Easement Agreement, including this Amendment, shall be addressed as follows, or at such other address as such party may designate by notice to the other party:

If to Hospital Grantee: Southern California Hospital at Culver City
10780 Santa Monica Blvd., Suite 400
Los Angeles, CA 90025
Attention: Legal Department
Attention: Mr. Garrison DeLee
Phone: (310) 836-7000 ext. 3130
Fax: (310) 202-4144

With a copy to: Troy Gould
1801 Century Park East, Suite 1600
Los Angeles, CA 90067
Attention: Sandra Slon, Esq.
Phone: (310) 789-1392
Fax: (310) 789-1492

If to Grantor: Walter J. Asher
663 Valley Avenue, Suite 201
Solana Beach, CA 92076
Phone: (858) 793-0522
Fax: (858) 793-0623
Email: wjasher@ashercompany.com

And: R. Brent Clark
PO Box 675444
Rancho Santa Fe, CA 92067
Phone: (858) 336-0565
Email: bclarkrsf@aol.com

And: Carol Marie Clark
PO Box 230047
Encinitas, CA 92023
Email: carolclark5@gmail.com

And: CLG Culver City, LLC
10600 Santa Monica Blvd.
Los Angeles, CA 90025
Attn: Lou Jacobs
Phone: (310) 234-8880
Fax: (310) 234-8840
Email: lou@californialandmark.com

If to Hughes Grantee: 3831 Hughes Avenue Holdings, LLC
Attn: Doug Jung
7501 Wisconsin Avenue,
Suite 500 West
Bethesda, MD 20814
Phone: (202) 715-9620
Email: djung@cwcapital.com

With a copy to: Ballard Spahr LLP
2029 Century Park East, Suite 800
Los Angeles, CA 90067
Attention: David Barksdale, Esq.
Phone: (424) 204-4322
Fax: (424) 204-4350

8. **Insurance.** At Grantor's expense, Grantor shall maintain a policy of property insurance and a policy of comprehensive general liability insurance covering the use of the Surface Lot Land, with the liability coverage in an amount of at least Two Million Dollars (\$2,000,000) for each occurrence, with deductibles of no more than Fifty Thousand Dollars (\$50,000) for each occurrence, and naming the Grantees as an additional insureds. At Hospital Grantee's expense, Hospital Grantee shall maintain a policy of comprehensive liability insurance covering use of the Surface Lot Land by Grantees, the Egress Users, the Hospital Parking Users and the Church Parking Users in an amount of at least Two Million Dollars (\$2,000,000) for each occurrence, with deductibles of no more than Fifty Thousand Dollars (\$50,000) for each occurrence, and naming Grantor as an additional insured. From time to time, but not less frequently than once per year, each party shall provide the other with evidence reasonably satisfactory to the other that such party has the insurance coverage required by this Paragraph 8 and that the other party is an additional insured thereunder.

9. **Entire Agreement.** This Amendment and the Easement Agreements contain all of the terms agreed upon between the parties with respect to the subject matter hereof, and this Amendment supersedes and renders null and void and of no force or effect whatsoever any unsigned drafts of this Amendment, and any and all prior negotiations, correspondence, memoranda or offers relating to the subject matter hereof.

10. **Time of the Essence.** Time is of the essence of each provision of this Amendment. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Amendment during a certain period of time (or by a particular date) that ends (or occurs) on a Saturday, Sunday or holiday, then such period (or date) shall be extended to the next business day.

10

11. **No Waiver.** No waiver by any party of any failure or refusal by any other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

12. **Further Assurances.** The parties shall reasonably cooperate with each other, and take such actions as may reasonably be required (including the execution, acknowledgement and delivery of written agreements and instruments), to carry out the purposes of the Easement Agreements as amended by this Amendment, including, without limitation, for the clearance and resolution of any title issues pertaining to the Surface Lot Land.

13. **Successors and Assigns.** The terms and conditions of this Amendment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

14. **No Further Modification.** Except as set forth in this Amendment, all of the terms and provisions of the Easement Agreements shall remain unmodified and in full force and effect.

15. **Counterparts Signatures.** This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

16. **Attorneys' Fees.** Should any party hereto institute any action or proceeding to enforce any provision of this Amendment, or for damages or injunctive relief by reason of an alleged breach of any provision of this Amendment, or for a declaration of rights hereunder, or in connection with the rights and obligations of the parties as contemplated by the Easement Agreements and this Amendment, the losing party or parties in any such action agrees to pay, in addition to any judgment, order, or decree, all costs and expenses of the prevailing party, including, without limitation, the prevailing party's reasonable attorneys' fees and costs, costs of discovery, witnesses, experts, and costs of appeal, incurred in connection with such action or proceeding.

[SEE SIGNATURES ON FOLLOWING PAGE]

11

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first hereinabove written.

GRANTOR:



WALTER J. ASHER

R. BRENT CLARK

CAROL MARIE CLARK

HOSPITAL GRANTEE:

SOUTHERN CALIFORNIA HEALTHCARE
SYSTEM, INC.,

a California corporation dba

Southern California Hospital at Culver City

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

HUGHES GRANTEE:

3831 HUGHES AVENUE HOLDINGS, LLC,

a Maryland limited liability company

By: _____

Name: _____

Title: _____

Executed in Counterpart

12

ACKNOWLEDGMENT

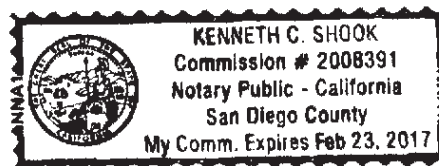
STATE OF CALIFORNIA)
COUNTY OF San Diego)

On 07 Feb 2014, before me, Kenneth C Shook, a Notary Public, personally appeared Walter J. Asher, 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 Kenneth C Shook (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)

13

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first hereinabove written.

GRANTOR.

WALTER J. ASHER



R. BRENT CLARK

CAROL MARIE CLARK

HOSPITAL GRANTEE:

SOUTHERN CALIFORNIA HEALTHCARE
SYSTEM, INC.

a California corporation dba
Southern California Hospital at Culver City

By: _____
David Topper, Chief Executive Officer

By: _____
Sam Lee, President

HUGHES GRANTEE:

3831 HUGHES AVENUE HOLDINGS, LLC.
a Maryland limited liability company

By: _____
Name: _____
Title: _____

Executed in Counterpart

14

ACKNOWLEDGMENT

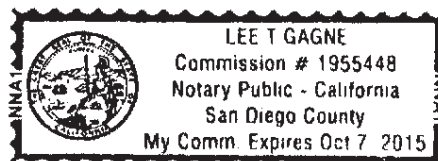
STATE OF CALIFORNIA)
COUNTY OF San Diego)

On March 1st 2014, before me, Lee T Gagne, a Notary Public, personally appeared R. Brent Clark, 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 [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)

15

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first hereinabove written.

GRANTOR:

WALTER J. ASHER

R. BRENT CLARK

Carol Marie Clark

CAROL MARIE CLARK

HOSPITAL GRANTEE:

SOUTHERN CALIFORNIA HEALTHCARE
SYSTEM, INC.,
a California corporation dba
Southern California Hospital at Culver City

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

HUGHES GRANTEE:

3831 HUGHES AVENUE HOLDINGS, LLC,
a Maryland limited liability company

By: _____
Name: _____
Title: _____

16

ACKNOWLEDGMENT

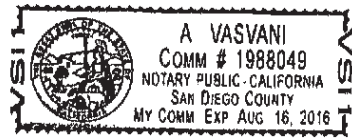
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On FEB 13, 2014, before me, A. VASVANI, a Notary Public, personally appeared CAROL MARIE CLARIC, 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 [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)

17

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first hereinabove written.

GRANTOR:

WALTER J. ASHER

R. BRENT CLARK

CAROL MARIE CLARK

HOSPITAL GRANTEE:

SOUTHERN CALIFORNIA HEALTHCARE
SYSTEM, INC., a California corporation dba
Southern California Hospital at Culver City

By:  _____
David Topper, Chief Executive Officer

By:  _____
Sam Lee, President

HUGHES GRANTEE:

3831 HUGHES AVENUE HOLDINGS, LLC,
a Maryland limited liability company

By: U.S. Bank National Association, as Trustee,
successor to Wells Fargo Bank, N.A., as
Trustee for the registered
holders of Citigroup Commercial Mortgage
Trust 2007-C6, Commercial Mortgage Pass-
Through Certificates, Series 2007-C6

By: CWCapital Asset Management LLC,
a Delaware limited liability company, solely
in its capacity as Special Servicer to the
Trust

By: _____
Name: _____
Title: _____

18

ACKNOWLEDGMENT

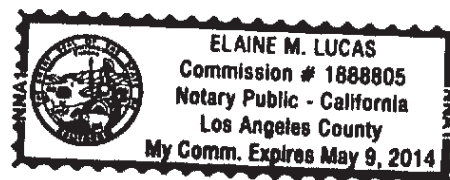
STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On Feb. 28, 2014, before me, Elaine M. Lucas, a Notary Public, personally appeared DAVID TOPPER, 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 E. Lucas (Seal)



STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On Feb. 27, 2014, before me, Elaine M. Lucas, a Notary Public, personally appeared Sam Lee, 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 E. Lucas (Seal)



19

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first hereinabove written.

GRANTOR:

WALTER J. ASHER

R. BRENT CLARK

CAROL MARIE CLARK

HOSPITAL GRANTEE:

SOUTHERN CALIFORNIA HEALTHCARE
SYSTEM, INC., a California corporation dba
Southern California Hospital at Culver City

By: _____
David Topper, Chief Executive Officer

By: _____
Sam Lee, President

HUGHES GRANTEE:

3831 HUGHES AVENUE HOLDINGS, LLC,
a Maryland limited liability company

By: U.S. Bank National Association, as Trustee,
successor to Wells Fargo Bank, N.A., as
Trustee for the registered
holders of Citigroup Commercial Mortgage
Trust 2007-C6, Commercial Mortgage Pass-
Through Certificates, Series 2007-C6

By: CWC Capital Asset Management LLC,
a Delaware limited liability company, solely
in its capacity as Special Servicer to the
Trust

By: [Signature]
Name: Dong Ding
Title: Asset Manager

Executed in Counterpart

20

ACKNOWLEDGMENT

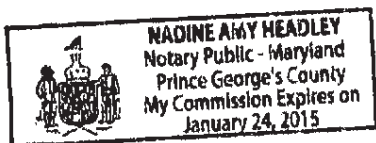
STATE OF MARYLAND

§
§
§
§

COUNTY OF MONTGOMERY

BEFORE ME, personally appeared, **Doug Jung**, a **Vice President** of CWC Capital Asset Management, LLC, the special servicer to U.S. Bank National Association, as Trustee, successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of Citigroup Commercial Mortgage Trust 2007-C6, Commercial Mortgage Pass-Through Certificates, Series 2007-C6, the Sole Member/Manager of **3831 Hughes Avenue Holdings, LLC**, a Maryland limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the **28th** day of **February, 2014**.



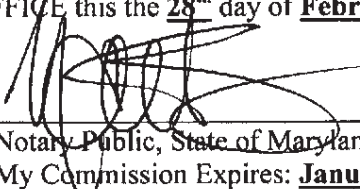

Notary Public, State of Maryland
My Commission Expires: **January 24, 2015**

Exhibit 1

LEGAL DESCRIPTION OF MEDICAL OFFICE BUILDING LAND

Lots 3 to 6 inclusive, of Dunn's Boulevard Square, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 40 Page 93 of Maps, in the Office of the County Recorder of said County.

A.P.N. 4207-004-024

Exhibit 2

LEGAL DESCRIPTION OF SURFACE LOT LAND

Lots 14 through 18, inclusive, of Dunn's Boulevard Square, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 40, Page 93 of Maps, in the Office of the County Recorder of said County.

A.P.N. 4207-004-015, 016, 017, 018, 019

Exhibit 3

29

LEGAL DESCRIPTION OF HOSPITAL LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: (APN: 4207-003-003)

LOT 4 IN THE CITY OF LOS ANGELES IN BLOCK 12 OF TRACT NO. 2444, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24 PAGES 5, 6 AND 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 4207-003-005)

THAT PORTION OF LOT 6, BLOCK 12 OF TRACT NO. 2444, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24 PAGES 5 TO 7 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTHEASTERLY 53.85 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT, 125 FEET TO PROPOSED SOUTHEASTERLY LINE OF VENICE BOULEVARD, AS CONTEMPLATED IN ORDINANCE NO. 55691; THENCE SOUTHWESTERLY ALONG SAID PROPOSED LINE 40.31 FEET; THENCE SOUTHERLY ALONG SAID PROPOSED LINE, 14.34 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, 115.05 FEET TO THE POINT OF BEGINNING.

Exhibit 4

NNN PARTIES

NNN Culver Medical Plaza, LLC;
NNN Culver Medical Plaza 1, LLC;
NNN Culver Medical Plaza 2, LLC;
NNN Culver Medical Plaza 3, LLC;
NNN Culver Medical Plaza 4, LLC;
NNN Culver Medical Plaza 5, LLC;
NNN Culver Medical Plaza 6, LLC;
NNN Culver Medical Plaza 7, LLC;
NNN Culver Medical Plaza 9, LLC;
NNN Culver Medical Plaza 10, LLC;
NNN Culver Medical Plaza 11, LLC;
NNN Culver Medical Plaza 12, LLC;
NNN Culver Medical Plaza 14, LLC;
NNN Culver Medical Plaza 15, LLC;
NNN Culver Medical Plaza 16, LLC;
NNN Culver Medical Plaza 17, LLC;
NNN Culver Medical Plaza 18, LLC;
NNN Culver Medical Plaza 19, LLC;
NNN Culver Medical Plaza 20, LLC;
NNN Culver Medical Plaza 21, LLC;
NNN Culver Medical Plaza 22, LLC;
NNN Culver Medical Plaza 23, LLC;
NNN Culver Medical Plaza 24, LLC;
NNN Culver Medical Plaza 25, LLC;
NNN Culver Medical Plaza 26, LLC;
NNN Culver Medical Plaza 27, LLC; and
NNN Culver Medical Plaza 28, LLC

each a Delaware limited liability company, acting
by and through their agent, Triple Net Properties
Realty, Inc., a California corporation

25

Exhibit 5

EGRESS AREA

SEE ATTACHED

EXHIBIT 5

"OMNIBUS AGREEMENT"

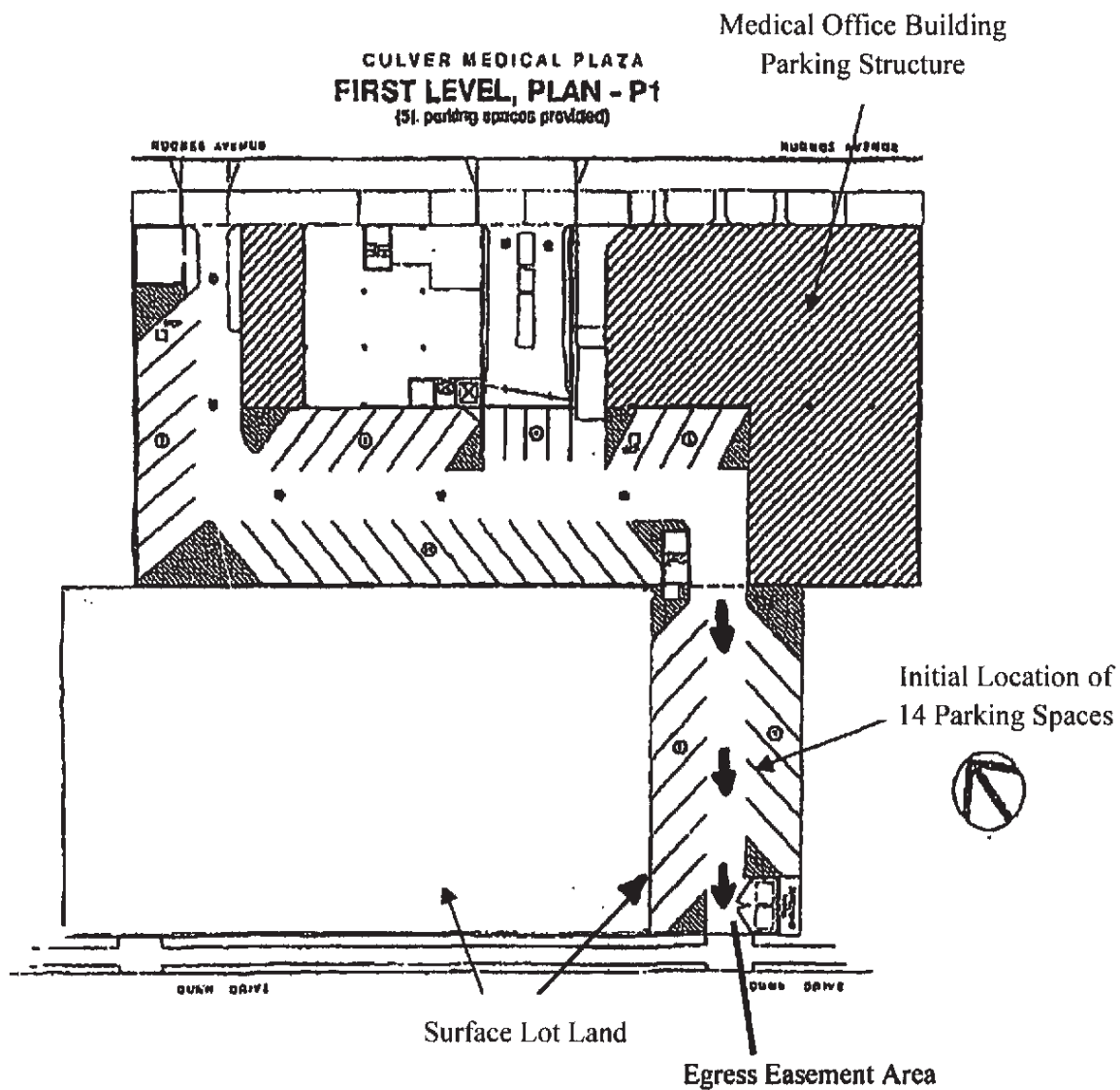


Exhibit 6

6.1. At Grantor's option, Grantor may elect to close off the Egress Easement Area and block access from the Hospital Physicians Lot to the Surface Lot Land during the construction of Grantor's improvements on the Surface Lot Land; provided, however, that if Grantor makes such election, then prior to closing off the Egress Easement Area and blocking access, Grantor, at its expense, shall modify the existing physicians vehicle entryway into the Hospital Physicians Lot, so that the physicians entryway is re-configured into a combined entrance/exit, using a turn-around procedure, with a sensor-activated automatic exit gate, and appropriate signage.

6.2. Should Grantor make the election described in Paragraph 6.1 above, Hospital Grantee agrees to: (i) use the turn-around procedure in the Hospital Physicians Lot, per the provisions of Paragraph 6.1 above, and (ii) allow Hughes Grantee to bring trash receptacles serving the Medical Office Building to Hughes Avenue for curb-side trash pick-up. Hughes Grantee shall not permit trash removal trucks to enter the Hospital Physicians Lot.

6.3. Grantor's election to modify the vehicle entryway and create a turn-around in the Hospital Physicians Lot as described in Paragraph 6.1 above will result in the temporary loss of two (2) or three (3) parking spaces in the Hospital Physicians Lot. To alleviate that loss of parking spaces, Grantor and Hospital Grantee agree that until Grantor's construction on the Surface Lot Land is at a stage where the Hospital Parking Users can park, with permission of the City of Los Angeles, in the newly constructed garage on the Surface Lot Land, and the access in the Hospital Physicians Lot has been restored so as to allow the use of the 2 or 3 spaces that were lost during construction, the Replacement Parking needed to accommodate Hospital Grantee will be for sixteen (16) spaces, if two (2) spaces are required for the turn-around, or seventeen (17) spaces, if three (3) spaces are required for the turn-around, rather than fourteen (14) automobile spaces. Accordingly, Grantor, at Grantor's expense, will arrange for sixteen (16) or seventeen (17), as applicable, temporary parking spaces that will be available on a 24 hour per day, 7 day per week basis, at a lot or building that is located within two blocks from Southern California Hospital at Culver City Medical Center, except that at least three (3) of the aforementioned sixteen (16) or seventeen (17), as applicable, spaces must be located at the parking lot located at 9808 Venice Blvd. (i.e., Brotman Physician Plaza).

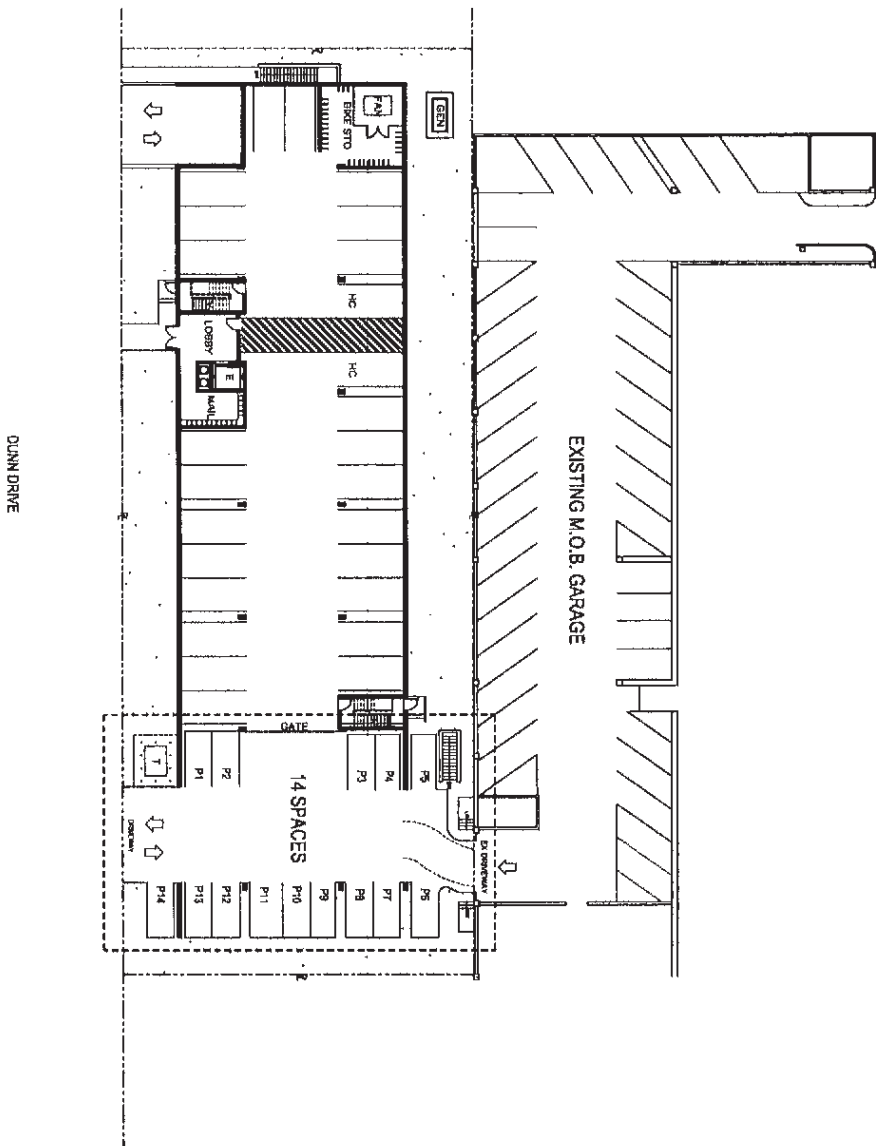
JB

Exhibit 7

GROUND FLOOR PARKING ON NEW SURFACE LOT LAND IMPROVEMENTS

SEE ATTACHED

PSL ARCHITECTS
1007 1/2 1st Street, Suite 100, Los Angeles, CA 90012
Tel: (213) 622-1111
Fax: (213) 622-1112
www.pslarchitects.com



SITE / GROUND FLOOR PLAN (post const.)

SCALE: 1" = 32'



DUNN APARTMENTS
3822-42 S. Dunn Dr., Los Angeles, CA 90032

CALIFORNIA
LANDMARK GROUP
10000 Santa Monica Blvd., Los Angeles, CA 90025

SHEET:
A.1a

DATE: 02-20-2014

EXHIBIT 2

This page is part of your document - DO NOT DISCARD



20140301277



Pages:
0039

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

03/26/14 AT 08:00AM

FEES:	129.00
TAXES:	0.00
OTHER:	0.00
PAID:	129.00



LEADSHEET



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006099040

SEQ:
03

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

t55

Recording Requested By
Fidelity National Title

2

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Southern California Healthcare System, Inc.
10780 Santa Monica Blvd., Suite 400
Los Angeles, CA 90025
Attention: Legal Department



23008231-TC

(Space Above For Recorder's Use)

CHURCH PARKING EASEMENT AGREEMENT

THIS CHURCH PARKING EASEMENT AGREEMENT ("**Agreement**") is made on February 7, 2014, by and among SOUTHERN CALIFORNIA HEALTHCARE SYSTEM, INC., a California corporation dba Southern California Hospital at Culver City ("**Hospital**"), 3831 HUGHES AVENUE HOLDINGS, LLC, a Maryland limited liability company ("**Hughes**"), and CULVER-PALMS CHURCH OF CHRIST, a California non-profit religious corporation (the "**Church**"), with reference to the following facts:

A. This Agreement is being entered into for the purposes of:

(i) modifying of record that certain Letter Agreement dated July 31, 1989, amended December 1, 2009 (collectively, the "**Parking Agreement**") between Brotman Partners, L.P. ("**Hospital Predecessor**"), and the Church, a copy of which is attached hereto as Exhibit "A";

(ii) terminating of record that certain Covenant and Agreement Regarding Maintenance of Off-Street Parking Space (the "**Existing Church Parking Covenant**") recorded on February 17, 1993 as Document No. 93-301626 in the Los Angeles County Recorder's Office (the "**Official Records**"), a copy of which is attached hereto as Exhibit "B"; and

(iii) recording this Agreement for the purpose of showing of record: (a) the Church's grant of an easement over, on, and through the three parcels comprising the "**Church Property**" (as defined in Paragraph 3 below) for purposes of ingress, egress, and parking, which is to be recorded (a) as an encumbrance against the Church Property, and (b) as an appurtenant easement for the benefit of the "**Hospital Parcel**" (as defined in Paragraph B below),

B. Hospital is the present owner of the Medical Center located at 9832 Venice Blvd. in Culver City, the legal description of which is attached hereto as Exhibit "C" (the "**Hospital Parcel**"). Hospital is the successor-in-interest to Brotman Medical Center, Inc., and Brotman Medical Center, Inc. was the successor-in-interest to Brotman Partners, L.P.

C. Hughes is the present owner of the "**Parking Structure Premises**" referenced below, the legal description of which is attached hereto as Exhibit "D". Hughes is the

3a

3

successor-in-interest to NNN Culver Medical Plaza, LLC and its co-tenants NNN Culver Medical Plaza 1, LLC through NNN Culver Medical Plaza 28, LLC. Those twenty-nine (29) separate co-tenants were the successors-in-interest to Culver Medical Partners.

D. The Existing Church Parking Covenant provided that the Church had the right to 85 parking spaces on certain properties then owned by Brotman Partners, L.P., located at 9832 Venice Boulevard (the "**Venice-Hughes Lot**"), 3831 Hughes Avenue (the "**Parking Structure Premises**"), and 3832 Dunn Drive (the "**Dunn Property**"). The eighty-five (85) spaces currently being provided to the Church under the Existing Church Parking Covenant are located at the Venice-Hughes Lot as a first priority, and on the fourth floor of the parking structure located at the Parking Structure Premises if spaces are not available on the Venice-Hughes Lot and at the Dunn Property. The Existing Church Parking Covenant encumbers the Venice-Hughes Lot, the Parking Structure Premises and the Dunn Property. The parties to this Agreement wish to modify the Parking Agreement and terminate the Existing Church Parking Covenant as provided herein.

NOW, THEREFORE, in consideration of the mutual undertakings hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Subject to obtaining the written consent of the City of Los Angeles to the termination of the Existing Church Parking Covenant through a Letter of Clarification and the recordation of the termination of the Existing Church Parking Covenant, Hospital agrees (and Hughes consents) that the Church will be permitted to use all eighty (80) of the parking spaces allocated by Hughes to Hospital on the fourth (4th) floor of the Parking Structure Premises, and five (5) of the parking spaces allocated by Hughes to Hospital on the first (1st) floor of the Parking Structure Premises (hereafter the "**Hospital Physicians Lot**"), such use by the Church to be limited to the hours of 7:30 a.m. to 9:30 p.m. on Sunday of each week and from 6:30 p.m. to 10:00 p.m. on Wednesday of each week (the "**Church Hours**"). Hughes and Hospital will reasonably cooperate with each other, and with the Church, in connection with the Church's use of its eighty (80) parking spaces on the fourth (4th) floor and five (5) parking spaces in the Hospital Physicians Lot during the Church Hours, including coordination with respect to parking access cards and the like to assist with availability of the eighty-five (85) total parking spaces. The Church's right to use the eighty (80) parking spaces on the fourth (4th) floor and five (5) parking spaces in the Hospital Physicians Lot of the Parking Structure Premises shall have priority over and supersede any rights that Hospital may have to use parking spaces in the Parking Structure Premises during the Church Hours. However, the Church must first use the eighty (80) parking spaces on the fourth (4th) floor, and if and only if all eighty (80) spaces on the fourth (4th) floor are then being utilized by Church-related users, other Church-related users may then utilize up to five (5) parking spaces in the Hospital Physicians Lot. Hospital may also satisfy its obligation to provide and maintain such parking for the benefit of the Church by providing at no cost to the Church an equivalent number of parking spaces on properties located within a 750-foot radius of the Church Property. The parking rights granted to the Church pursuant to this Paragraph 1 shall be in effect only so long as the property located at 3768 Delmas Terrace in the City of Los Angeles is used by the Church as a church or for purposes of religious worship and instruction. Subject to receiving the consent of the City of Los Angeles, the foregoing is intended to fully supersede, cancel and replace the Existing Church Parking Covenant. The rights granted by Hospital to the Church as described in this Paragraph 1 shall be

4

effective if and only if the City of Los Angeles agrees to the termination of the Existing Church Parking Covenant, and shall become effective only upon the recordation of the termination of the Existing Church Parking Covenant in the form of that attached hereto as Exhibit "E". Upon the recordation of the termination of the Existing Church Parking Covenant, the Church shall have no further right to park on the Venice-Hughes Lot or the Dunn Property.

2. The Church shall repair at no cost to Hospital or Hughes any and all damage which may result from the Church's or the Church's agents', employees', representatives', invitees', parishioners' or members' use of the Parking Structure Premises, including any damages to any surrounding building or landscaping. The Church shall, to the fullest extent permitted by law, indemnify and hold harmless Hospital and Hughes from and against any liability, cost or damage suffered or incurred by Hospital or Hughes resulting from this Agreement or from the Church's or the Church's agents', employees', representatives', invitees', parishioners' or members' use of the Parking Structure Premises. The Church shall provide all necessary security for its and its agents', employees', representatives', invitees', parishioners' and members' use of the Parking Structure Premises and Hospital and Hughes shall not be liable to the Church or any other person for any damage to any vehicle, loss of vehicle, loss of contents of any vehicle, or any injury to any Church agent, employee, representative, invitee, parishioner or member utilizing the Parking Structure Premises. The Church assures Hospital and Hughes, by virtue of this Agreement, that insurance coverage, including commercial general liability coverage of at least \$1,000,000 per occurrence (a form of which is attached hereto as Exhibit "F", which form shall be updated and revised and delivered to Hospital and Hughes concurrently with the closing of the escrow in connection with a transaction of which this Agreement is a part), for the above contingencies will be in full force and effect for the term of this Agreement, that Hospital and Hughes (and each of their successors and assigns) will be named insureds in such insurance policies, and such insurance coverage shall be at no cost to Hospital or Hughes.

3. The Church hereby grants an ingress, egress, and parking easement, located at 3768 Delmas Terrace, 3767 Delmas Terrace and 3771 Delmas Terrace (collectively, the "**Church Property**"), the legal description of which is attached hereto as Exhibit "G", to Hospital on the terms of that certain unrecorded Parking Agreement, as amended hereby. Pursuant to the Parking Agreement, the Church granted to the Hospital the rights of ingress, egress, and the use of eighty-five (85) spaces located at any one or more of the parcels that are part of the Church Property. The Church's grant of easement and parking rights under the Parking Agreement is hereby amended to reduce the number of parking spaces to a total of seventy-five (75) spaces, at any one or more of the parcels that are part of the Church Property, during the hours of 6:30 a.m. to 6:30 p.m., Monday through (and including) Friday of each week. The easement and parking rights on the Church Property granted to Hospital under the Parking Agreement, as amended hereby, are intended to run with the land and benefit the Hospital Parcel and such other properties designated from time to time which are owned by Hospital and are directly or indirectly related to hospital uses (which uses are broadly defined to include any use which involves the seeing of patients, such as, for example, going from acute care to sub-acute care, and psychiatric care). The Church may also satisfy its obligation to provide and maintain such parking for the benefit of Hospital by providing at no cost to Hospital an equivalent number of parking spaces on properties located within a 750-foot radius of the Church Property. The Church represents and warrants to Hospital that there are no existing monetary liens or

5

encumbrances against the Church Property as of the date hereof, and any such recorded encumbrances have been paid in full.

4. Hospital shall repair at no cost to the Church any and all damage which may result from Hospital's or Hospital's agents', employees', representatives' or invitees' use of the Church Property, including any damages to any surrounding building or landscaping. Hospital shall, to the fullest extent permitted by law, indemnify and hold harmless the Church from and against any liability, cost or damage suffered or incurred by the Church resulting from this Agreement or from Hospital's or Hospital's agents', employees', representatives' or invitees' use of the Church Property. Hospital shall provide all necessary security for its and its agents', employees', representatives' and invitees' use of the Church Property and the Church shall not be liable to Hospital or any other person for any damage to any vehicle, loss of vehicle, loss of contents of any vehicle, or any injury to any Hospital agent, employee, representative or invitee utilizing the Church Property. Hospital assures the Church, by virtue of this Agreement, that insurance coverage, including commercial general liability coverage of at least \$1,000,000 per occurrence (a form of which is attached hereto as Exhibit "H", which form shall be updated and revised and delivered to the Church concurrently with the closing of the escrow in connection with a transaction of which this Agreement is a part), for the above contingencies will be in full force and effect for the term of this Agreement, that the Church (and its successors and assigns) will be a named insured in such insurance policy, and such insurance coverage shall be at no cost to the Church.

5. The Church and Hospital will continue to reasonably cooperate, in a manner consistent with past practices, to provide reasonable parking for the use of the Church on the Church Property for funeral services and other events that may occur on an infrequent basis during weekdays, such as use as a polling location for the community, and once or twice a year meetings of ministers. The Church shall provide Hospital with reasonable advance notice of the Church's need for such spaces, and the Church's use of these spaces will be coordinated between the Church's staff and the Hospital personnel who supervise Hospital's use of the Church Property.

6. The Church and Hospital will continue to reasonably cooperate in scheduling and in allocating payment for periodic Church parking lot re-surfacing and re-striping. The costs to be paid by Hospital shall be the reasonable costs for such re-surfacing and re-striping appropriately allocated and consistent with past practices.

7. The parties agree to reasonably cooperate in order to effectuate the intent of this Agreement, including appropriate escrow or other arrangements to accommodate the payment and recordings contemplated herein. The parties further agree to execute such other documents and agreements (including estoppel certificates and delivery of evidence of insurance), and to take such other actions, as may be reasonably requested by either of them from time to time consistent with the terms hereof.

8. This Agreement is intended to, and shall, run with the land, and will bind, be a charge upon, and inure to the benefit of each party and its successors and assigns. The parties intend that this Agreement comply with Section 1468 of the California Civil Code.

6

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

HOSPITAL:

SOUTHERN CALIFORNIA HEALTHCARE SYSTEM, INC., a California corporation dba Southern California Hospital at Culver City

By: [Signature]
David Topper, Chief Executive Officer

By: [Signature]
Sam Lee, President

HUGHES:

3831 HUGHES AVENUE HOLDINGS, LLC, a Maryland limited liability company

By: U.S. Bank National Association, as Trustee, successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of Citigroup Commercial Mortgage Trust 2007-C6, Commercial Mortgage Pass-Through Certificates, Series 2007-C6

By: CWCapital Asset Management LLC, a Delaware limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Name: _____
Title: _____

CHURCH

CULVER-PALMS CHURCH OF CHRIST

By: _____
Name: _____
Title: President/Vice President
[Circle One]

By: _____
Name: _____
Title: Secretary/Asst. Secretary/CFO/Asst. CFO
[Circle One]

Executed in Counterpart

Executed in Counterpart

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

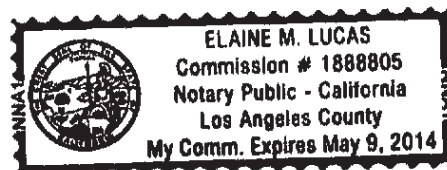
On Feb. 28, 2014, before me, Elaine M. Lucas, a Notary Public, personally appeared DAVID Jagger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their 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 E. Lucas

(Seal)



STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

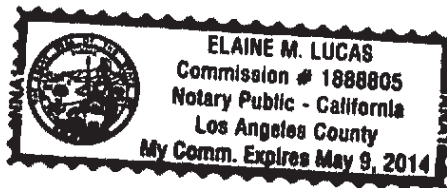
On Feb. 27, 2014, before me, Elaine M. Lucas, a Notary Public, personally appeared Sam Lee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 E. Lucas

(Seal)



9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

HOSPITAL: SOUTHERN CALIFORNIA HEALTHCARE SYSTEM, INC., a California corporation dba Southern California Hospital at Culver City

By: _____
David Topper, Chief Executive Officer

By: _____
Sam Lee, President

HUGHES: 3831 HUGHES AVENUE HOLDINGS, LLC, a Maryland limited liability company

By: U.S. Bank National Association, as Trustee, successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of Citigroup Commercial Mortgage Trust 2007-C6, Commercial Mortgage Pass-Through Certificates, Series 2007-C6

By: CWCcapital Asset Management LLC, a Delaware limited liability company, solely in its capacity as Special Servicer to the Trust

By: [Signature]
Name: Doug King
Title: Asst Manager, VP

Executed in Counterpart

CHURCH

CULVER-PALMS CHURCH OF CHRIST

By: _____
Name: _____
Title: President/Vice President
[Circle One]

By: _____
Name: _____
Title: Secretary/Asst. Secretary/CFO/Asst. CFO
[Circle One]

ACKNOWLEDGMENT

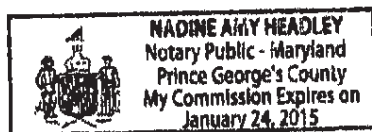
STATE OF MARYLAND

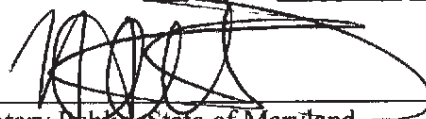
COUNTY OF MONTGOMERY

§
§
§

BEFORE ME, personally appeared, **Doug Jung**, a **Vice President** of CWC Capital Asset Management, LLC, the special servicer to U.S. Bank National Association, as Trustee, successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of Citigroup Commercial Mortgage Trust 2007-C6, Commercial Mortgage Pass-Through Certificates, Series 2007-C6, the Sole Member/Manager of **3831 Hughes Avenue Holdings, LLC**, a Maryland limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the **28th** day of **February, 2014**.




 Notary Public, State of Maryland
 My Commission Expires: **January 24, 2015**

10

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

HOSPITAL:

SOUTHERN CALIFORNIA HEALTHCARE
SYSTEM, INC., a California corporation dba
Southern California Hospital at Culver City

By: _____
David Topper, Chief Executive Officer

By: _____
Sam Lee, President


HUGHES:

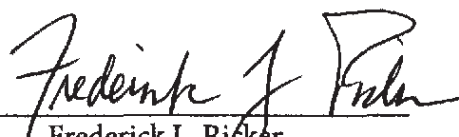
3831 HUGHES AVENUE HOLDINGS, LLC,
a Maryland limited liability company

By: _____
Name: _____
Title: _____

CHURCH

CULVER-PALMS CHURCH OF CHRIST

By: 
Name: Thomas G. Bost
Title: Secretary

By: 
Name: Frederick L. Ricker
Title: CFO

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

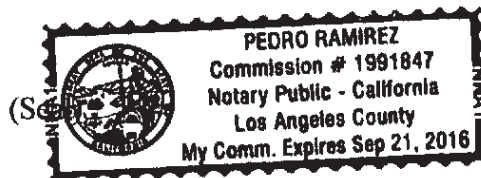
COUNTY OF Los Angeles)

On 2/26/14, before me, Pedro Ramirez, a Notary Public, personally appeared Frederick Louis Licker, 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 [Signature]



STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On 2-27-14, before me, Lisa Ybarra, a Notary Public, personally appeared Thomas G. Best, 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 [Signature]

(Seal)

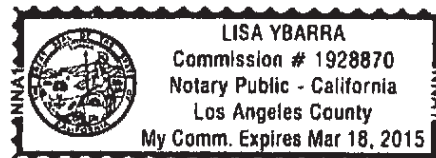


EXHIBIT "A"

PARKING AGREEMENT (Brotman Partners L.P. and the Church)

[See following pages]

13

Jul-28-2005 11:52am From:ADWJH

+2024141

T-120 P 005/009 F-105

July 31, 1989

Brotman Partners LP
c/o Ronald C. Phelps
Brotman Medical Center
3828 Delmas Terrace
Culver City, California 90231-2459

Gentlemen:

As of this date we are each executing covenants and Agreements Regarding Maintenance of Off-Street Parking Space for the benefit of each other. We agree that any property being provided and maintained by Brotman Partners LP ("Brotman") will be provided and maintained from 7:30 a.m. to 9:30 p.m. on Sunday of each week and from 6:30 p.m. to 10:00 p.m. on Wednesday of each week and will be sufficient for the parking of 85 automobiles. We further agree that the property being provided and maintained by the Culver-Palms Church of Christ ("Church") will be sufficient for the parking of 85 automobiles and will be provided and maintained from 6:30 a.m. through 9:00 p.m. on the days of Monday through Friday of each week. Brotman and Church may satisfy their obligations to provide and maintain parking by providing at no cost an equivalent number of parking spaces on properties located within a 750 foot radius of the Church's or Brotman's property, as the case may be. Brotman and Church will abide by any reasonable restrictions as to where, within a particular property, automobiles will be parked.

Church shall repair at no cost to Brotman any and all damages which may result from Church's use of Brotman's property, including any damages to any surrounding building or landscaping. Church shall, to the full extent permitted by law, indemnify and hold harmless Brotman against any liability, cost or damage suffered or incurred by Brotman resulting from this agreement or from Church's use of Brotman's property. Church shall provide all necessary security for its employees or members utilizing Brotman's

14

Jul-28-2003 11:52am From:ADMIN

+2624141

T-120 P.002/008 F-103

Brotman Partners L.P.
July 21, 1989
Page 2

property, and Brotman shall not be liable to Church or any other person for any damage to any vehicle, loss of vehicle, loss of contents of any vehicle, or any injury to any Church employee or member utilizing Brotman's property. Church assures Brotman, by virtue of this agreement, that insurance coverage, including commercial general liability coverage of \$1,000,000 per occurrence (a description which is attached hereto as Exhibit A and made a part of this agreement), for the above contingencies will be in full force and effect for the term of the agreement, that Brotman will be a named insured party in such insurance policy and such insurance coverage shall be at no cost to Brotman.

Brotman shall repair at no cost to Church any and all damages which may result from Brotman's use of Church's property, including any damages to any surrounding building or landscaping. Brotman shall, to the full extent permitted by law, indemnify and hold harmless Church against any liability, cost or damage suffered or incurred by Church resulting from this agreement or from Brotman's use of Church's property. Brotman shall provide all necessary security for its personnel or visitors utilizing the lot, and Church shall not be liable to Brotman or any other person for any damage to any vehicle, loss of vehicle, loss of contents of any vehicle, or injury to any Brotman employee or visitor utilizing Church's property. Brotman assures Church, by virtue of this agreement, that insurance coverage, including commercial general liability coverage of \$1,000,000 per occurrence (a description which is attached hereto as Exhibit B and made a part of this agreement), for the above contingencies will be in full force and effect for the term of the agreement, that Church will be a named insured party in such insurance policy and such insurance coverage shall be at no cost to Church.

The provisions of this letter agreement and the Covenant and Agreement shall inure to the benefit of and be binding upon the successors and assigns of all signatories hereto.

18

Jul-29-2005 11:52am From:ADMIN

+2024141

7-120 P.007/008 P-105

Brotman Partners L.P.
July 21, 1989
Page 3

The letter agreement is being executed by Culver and Brotman to indicate their acceptance thereof and agreement thereto.

Very truly yours,

CULVER-PALMS CHURCH OF CHRIST

✓ By Harold B. Thompson
President

Accepted and Agreed:

BROTMAN PARTNERS LP

_____, General Partner

By: [Signature]
{Officer}

16



3828 Delmas Terrace, Culver City, CA 90232 | Tel 310-636-7000 | WWW.BROTMANMEDICALCENTER.COM

December 1, 2009

Mr. Jack Payne
Culver-Palms Church of Christ
3868 Delmas Terrace
Culver City, CA 90230

Dear Mr. Payne:

As you know, Brotman Medical Center and The Culver-Palms Church of Christ have an Agreement on parking spaces that Brotman will allocate to members of the Culver-Palms Church of Christ for their use on Sundays.

We are making a slight modification to that Agreement. Effective immediately, Culver-Palms Church of Christ members may use Brotman's surface parking lot on the corner of Venice Boulevard and Hughes Avenue. If that lot is at capacity, Culver-Palms Church of Christ members may use the 4th Floor parking lot located at 3831 Hughes Avenue.

Since an access card will be needed to enter the 3831 Hughes Avenue lot, Brotman will make them available to Church members. In order to obtain a card, please contact the security guard on duty on the first floor of Brotman Medical Center and he will arrange for the necessary paperwork to be completed for the card.

We trust that these arrangements will now enable improved parking availability for the members of Culver Palms Church.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray La Fond", enclosed within an oval-shaped stamp or seal.

Ray La Fond
Director
Plant Operations and Security

17

EXHIBIT "B"

EXISTING CHURCH PARKING COVENANT (Recorded)

[See following pages]

#2

18

Recorded at request of
and mail to:

(Name)

(Address)

RECORDED IN OFFICIAL RECORDS

RECORDING OFFICE
LOS ANGELES COUNTY
CALIFORNIA

31 MIN. FEB 17 1993

93 301626

93 301626

FEE \$8 M

2

Space Above This Line for Recorder's Use

COVENANT AND AGREEMENT
REGARDING MAINTENANCE OF OFF-STREET PARKING SPACE

The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Los Angeles and City of Culver City, State of California:

Tract No. 2444 EX of 818 LOT 6, 11K 12 and Dupre Boulevard, Block Lot 3 through 6 and 14 through 18

(Legal description of parking site)

as recorded in Book 40, Page 93, Records of Los Angeles County.

9832 Venice Boulevard, Culver City, CA 90230 &

Parking site address: 9832 Dupre Drive, Culver City, CA 90230

And pursuant to Section 12.2653 of the Los Angeles Municipal Code the undersigned hereby covenant and agree to and with said City that an off-site parking area containing not less than 85 (number) usable and accessible automobile parking spaces which comply with Section 12.2145 of the Los Angeles Municipal Code will be provided and maintained on the above described property to provide the required parking for the use of the building located at 3769

Belmont Terrace in said City upon that land legally described as follows:

Tract No. 2444, Lots 10, 11, 12, 13 and Lot 14, Block 10

(Legal description of building site)

as recorded in Book 24, Pages 5, 6 & 7, Records of Los Angeles County.

This covenant and agreement shall run all of the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect until released by the authority of the Superintendent of Building of the City of Los Angeles upon submittal of request, applicable fees and evidence that this

Covenant and agreement is no longer required by law.

Dated this 31st day of July, 1992

MEMORIAL HOSPITAL OF SO CAL BROTHMAN PARTNERS, L.P. RONALD PHILIPS (sign)

Signature of Parking Site Owner By: (sign)

There is no mortgage or trust deed affecting this Covenant and Agreement. I declare under penalty of perjury that the foregoing statement is true and correct. Executed at Culver City, California on this 31st day of July, 1992

MEMORIAL HOSPITAL OF SO CAL BROTHMAN PARTNERS, L.P. RONALD PHILIPS (sign)

Signature of Parking Site Owner By: (sign)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 17TH day of August, in the year 1992, before me, the undersigned, a

Notary Public in and for said County and State, personally appeared RONALD PHILIPS

and AL OTTOM, 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

as the Secretary 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) (Seal)

MUST BE APPROVED BY

Dept. of Building and Safety prior to recording

APPROVED BY E. Ramirez

Entered on Map By Date

FOR DEPARTMENT USE ONLY

Branch Office WLA

District Map 120 8 165

Affidavit Number

19

2

* or until the property located at 3768 Delmas Terrace in the City of Los Angeles is no longer used by Culver-Palms Church of Christ as a church or for the purposes of religious worship and instruction. THIS COVENANT AND AGREEMENT IS SUBJECT TO A LETTER AGREEMENT BETWEEN BROTHMAN PARTNERS LP AND CULVER-PALMS CHURCH OF CHRIST, DATED JULY 11, 1989.

~~93-0301626~~

20

Jul-28-2005 11:52am From:ADMIN

42024141

T-120 P 005/008 E-105

July 31, 1989

Brotman Partners LP
c/o Ronald C. Phelps
Brotman Medical Center
3828 Delmas Terrace
Culver City, California 90231-2459

Gentlemen:

As of this date we are each executing covenants and Agreements Regarding Maintenance of Off-Street Parking Space for the benefit of each other. We agree that any property being provided and maintained by Brotman Partners LP ("Brotman") will be provided and maintained from 7:30 a.m. to 9:30 p.m. on Sunday of each week and from 6:30 p.m. to 10:00 p.m. on Wednesday of each week and will be sufficient for the parking of 85 automobiles. We further agree that the property being provided and maintained by the Culver-Palms Church of Christ ("Church") will be sufficient for the parking of 85 automobiles and will be provided and maintained from 6:30 a.m. through 5:00 p.m. on the days of Monday through Friday of each week. Brotman and Church may satisfy their obligations to provide and maintain parking by providing at no cost an equivalent number of parking spaces on properties located within a 750 foot radius of the Church's or Brotman's property, as the case may be. Brotman and Church will abide by any reasonable restrictions as to where, within a particular property, automobiles will be parked.

Church shall repair at no cost to Brotman any and all damages which may result from Church's use of Brotman's property, including any damages to any surrounding building or landscaping. Church shall, to the full extent permitted by law, indemnify and hold harmless Brotman against any liability, cost or damage suffered or incurred by Brotman resulting from this agreement or from Church's use of Brotman's property. Church shall provide all necessary security for its employees or members utilizing Brotman's

Jul-28-2005 11:52am From-ADMIN

+2024141

T-120 P 007/008 F-105

Brotman Partners L.P.
July 31, 1989
Page 3

The letter agreement is being executed by Culver and
Brotman to indicate their acceptance thereof and agreement
thereto.

Very truly yours,

CULVER-PALMS CHURCH OF CHRIST

✓
By

Harold B. Thompson
President

Accepted and Agreed:

BROTMAN PARTNERS LP

_____, General Partner

By:

P. R. [Signature]
(Officer)

EXHIBIT "C"

LEGAL DESCRIPTION OF HOSPITAL PARCEL (Delmas Terrace)

[See following page]

Exhibit C

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: (APN: 4207-003-003)

LOT 4 IN THE CITY OF LOS ANGELES IN BLOCK 12 OF TRACT NO. 2444, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24 PAGES 5, 6 AND 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B: (APN: 4207-003-005)

THAT PORTION OF LOT 6, BLOCK 12 OF TRACT NO. 2444, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24 PAGES 5 TO 7 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTHEASTERLY 53.85 FEET TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT, 125 FEET TO PROPOSED SOUTHEASTERLY LINE OF VENICE BOULEVARD, AS CONTEMPLATED IN ORDINANCE NO. 55691; THENCE SOUTHWESTERLY ALONG SAID PROPOSED LINE 40.31 FEET; THENCE SOUTHERLY ALONG SAID PROPOSED LINE, 14.34 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, 115.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"

LEGAL DESCRIPTION OF PARKING STRUCTURE PREMISES

Lots 3 to 6 inclusive, of Dunn's Boulevard Square, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 40 Page 93 of Maps, in the Office of the County Recorder of said County.

A.P.N. 4207-004-024

EXHIBIT "E"

**FORM OF TERMINATION OF EXISTING CHURCH PARKING COVENANT
(TO BE RECORDED)**

[See following pages]

24

Recorded at the request of and mail to:

Fredric A. Rollman

(Name)

11355 W. Olympic Blvd., #200

(Address)

Los Angeles, CA 90064

Date of Recording:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TERMINATION OF COVENANT AND AGREEMENT

(For termination of easements, offsite parking agreements, and community driveways only)

(Pre-printed text shall not be changed except when done by an authorized Building and Safety employee.)

The undersigned certify that we are the owners of the hereinafter legally described real properties located in the City of Los Angeles, State of California. By our signatures below, we mutually agree to and hereby terminate the covenant and agreement recorded on the 17th day of February, in the year 1993, as Doc # 93-301626, or in Book _____, Page _____, Records of the County of Los Angeles. This covenant and agreement covers the following properties owned by us:

Parcel No. 1: Address: _____

Legal Description: See Attachment 1

Parcel No. 2: Address: _____

Legal Description: See Attachment 2 and Attachment 3

Signature of Parcel 1 owner _____ Date _____ Signature of Parcel 1 owner _____ Date _____

Name of Corporation: See Attachment 5

Signature of Parcel 2 owner _____ Date _____ Signature of Parcel 2 owner _____ Date _____

Name of Corporation: See Attachment 5

Two officers' signatures are required for corporations

Approval by the Department of Building and Safety is required prior to recording.

Branch Office _____ District Map _____ LADBS Aff. _____

This covenant and agreement can be terminated for the reason that: See Attachment 4

Verified by: _____ Superintendent of Building, City of Los Angeles.

Date: _____

SIGNATURES MUST BE NOTARIZED

(STATE OF CALIFORNIA, COUNTY OF _____)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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)

FOR DEPARTMENT USE ONLY

MUST BE APPROVED BY the Dept. of Building and Safety prior to recording

Covenant for City Department _____
To be completed for City owned property only.

APPROVED BY: _____ Date: _____

ATTACHMENT TO TERMINATION OF COVENANT AND AGREEMENT

Attachment 1: Tract No. 2444 Ex of Sts Lot 6 Blk 12 and Dunn's Boulevard Square Lots 3 through 6 and 14 through 18.

Attachment 2: 9832 Venice Blvd., County of Los Angeles, CA (Parcel A); 3831 Hughes Avenue, County of Los Angeles, California (Parcel B), and 3828-3842 Dunn Drive, County of Los Angeles, California (Parcel C).

Attachment 3: Recorded in Book 24, Pages 5 - 7 and Book 40, Page 93.

Attachment 4: The City of Los Angeles Department of City Planning issued a Letter of Clarification on January 21, 2014 (attached as Exhibit 4A hereto) regarding the offsite parking requirements concerning Case Number ZA-90-0232(CUZ)(ZV).

Attachment 5: Names and signatures of owners attached

28

EXHIBIT 4A

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

LYNN K. WYATT
CHIEF ZONING ADMINISTRATOR

ASSOCIATE ZONING ADMINISTRATORS

R. NICOLAS BROWN
SUE CHANG
LOURDES GREEN
CHARLES J. RAUSCH, JR.
JIM TOKUNAGA
FERNANDO TOVAR
DAVID S. WEINTRAUB
MAYA E. ZAITZEVSKY

DEPARTMENT OF
CITY PLANNING

MICHAEL J. LOGRANDE
DIRECTOR

OFFICE OF
ZONING ADMINISTRATION

200 N. SPRING STREET, 7TH FLOOR
LOS ANGELES, CA 90012

(213) 978-1318

FAX: (213) 978-1334

www.planning.lacity.org

January 21, 2014

Culver Palms Church of Christ
Attention: Warren Dillard
9733 Venice Boulevard
Los Angeles, CA 90034

CASE NO: ZA 90-0232(CUZ)(ZV)
CONDITIONAL USE AND ZONE
VARIANCE
3766 & 3768 Delmas Terrace
3767, 3771 & 3773 Delmas Terrace
3831 Hughes Avenue
Palms - Mar Vista - Del Rey Plan Area
Zone: R3-1; C2-1; CR-1; R5P-1
D.M.:120B165
Council District: 10
CEQA: Exempt
Legal Description: Lots 10, 11, 12, 13, and
14 of Block 10 of Tract 2444; Lots 18 and
the southerly 34 feet of Lot 19 of Block 11
of Tract 2444; and Lots 3, 4, 5, and 6 of
Dunn's Boulevard Square

LETTER OF CLARIFICATION

On June 28, 1990, in accordance with Section 98 of the City Charter and Sections 12.24-C and 12.27-B of the Los Angeles Municipal Code, the Zoning Administrator authorized a conditional use for a church building, and granted a variance for off-site parking for the church located at 9733 Venice Boulevard in the Palms-Mar Vista-Del Rey Planning (Community Plan) Area. The variance provided that 23 offsite spaces shall be maintained at 3767, 3771 and 3773 Delmas Terrace, but gave the applicant the flexibility to maintain 85 offsite parking spaces at 3822 Dunn Drive, 3831 Hughes Avenue, and/or 9832 Venice Blvd.

EXHIBIT 4A

CASE NO: ZA 90-0232(CUZ)(ZV)

Page 2 of 3

The applicant requests a clarification of Condition No. 8 of ZA 90-0232(CUZ)(ZV) that the 85 offsite parking spaces may be located solely at 3831 Hughes Avenue. To this end, the grant is modified as follows:

REVISED Grant Paragraph shall read as follows:

In the matter of the application of The Culver Palms Church of Christ for conditional use approval and zone variance on a site located in the R3-1 and C2-1 Zones, please be advised that based on the findings of fact hereinafter set forth and by virtue of authority contained in Section 98 of the City Charter and Sections 12.24-C and 12.27-B of the Municipal Code, the Zoning Administrator hereby authorizes, as a conditional use, the use of the site described as Lots 10, 11, 12, 13, and 14 of Block 10 and Lot 18 and the southerly 34 feet of Lot 19 of Block 11 of Tract 2444; and, Lot 6 of Block 12 of Tract 2444 and Lots 3, 4, 5 and 6 of Dunn's Boulevard Square, 3831 Hughes Avenue, and 3766, 3767, 3768 and 3771 Delmas Terrace for:

the continued use and maintenance of an existing 3,744 square-foot classroom building, the removal of an existing 5,000 square-foot church sanctuary, and the construction, use, and maintenance of a new 18,400 square-foot church sanctuary having a maximum of 759 fixed seats with 51 on-site parking spaces (Lots 10, 11, 12, 13, and 14 of Block 10 of Tract 2444);

and also grants a variance from the provisions of Article 2, Chapter I of said Code, but only insofar as said variance is necessary to permit:

the location of 28 parking spaces in the off-site parking area at 3767, and 3771 Delmas Terrace (Lots 18 and the southerly 34 feet of Lot 19 of Block 11 of Tract 2444); and the location of 85 parking spaces in the off-site parking area at 3831 Hughes Avenue (Lots 3, 4, 5, and 6 of Dunn's Boulevard Square).

upon the following terms and conditions:

REVISED Condition No. 8 shall read as follows:

8. That 51 parking spaces shall be maintained on the church site; that 28 parking spaces shall be maintained on the off-site parking area located at 3767 and 3771 Delmas Terrace; and that 85 parking spaces shall be maintained on the off-site parking area located at 3831 Hughes Avenue.

EXHIBIT 4A

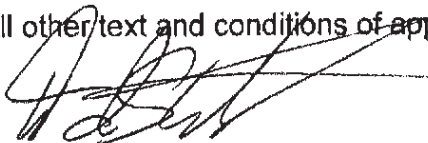
CASE NO: ZA 90-0232(CUZ)(ZV)

Page 3 of 3

30

Further, that in the event said off-site parking areas are no longer available at some date in the future, said parking shall be replaced on the existing church site on a one-to-one basis.

All other text and conditions of approval shall remain unchanged.



DAVID S. WEINTRAUB
Associate Zoning Administrator
Telephone No. (213) 482-7071

DSW:gdc

ATTACHMENT 5 TO TERMINATION OF COVENANT AND AGREEMENT

[This Attachment 5 may be signed by the parties in counterparts.]

PARCEL A – OWNER:

SOUTHERN CALIFORNIA HEALTHCARE
SYSTEM, INC., a California corporation dba
Southern California Hospital at Culver City

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PARCEL B – OWNER:

3831 HUGHES AVENUE HOLDINGS, LLC,
a Maryland limited liability company

By: _____
Name: _____
Title: _____

PARCEL C – OWNER:

WALTER J. ASHER

R. BRENT CLARK

CAROL MARIE CLARK

CONSENT TO TERMINATION OF COVENANT AND AGREEMENT

The undersigned is the Covenantee under the referenced Covenant and Agreement and hereby consents to the termination of such Covenant and Agreement.

CULVER-PALMS CHURCH OF CHRIST,
a California non-profit religious corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

32

ACKNOWLEDGMENT

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 "F"
FORM OF CHURCH INSURANCE

[See following page]

34



CULVPAL-01

KRISTENB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Church Insurance Services, LLC 201 Cajon Street Redlands, CA 92373	CONTACT NAME: PHONE (A/C, No. Ext): (800) 843-6054 FAX (A/C, No): (909) 307-1245 E-MAIL ADDRESS:														
INSURED Culver Palms Church of Christ 9733 Venice Blvd. Los Angeles, CA 90034	<table border="1"> <tr> <th data-bbox="824 478 1386 504">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1386 478 1500 504">NAIC #</th> </tr> <tr> <td data-bbox="824 504 1386 533">INSURER A: Brotherhood Mutual Ins. Co.</td> <td data-bbox="1386 504 1500 533">13528</td> </tr> <tr> <td data-bbox="824 533 1386 562">INSURER B:</td> <td data-bbox="1386 533 1500 562"></td> </tr> <tr> <td data-bbox="824 562 1386 592">INSURER C:</td> <td data-bbox="1386 562 1500 592"></td> </tr> <tr> <td data-bbox="824 592 1386 621">INSURER D:</td> <td data-bbox="1386 592 1500 621"></td> </tr> <tr> <td data-bbox="824 621 1386 651">INSURER E:</td> <td data-bbox="1386 621 1500 651"></td> </tr> <tr> <td data-bbox="824 651 1386 678">INSURER F:</td> <td data-bbox="1386 651 1500 678"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Brotherhood Mutual Ins. Co.	13528	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Brotherhood Mutual Ins. Co.	13528														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	04M5A0380936	12/10/2013	12/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

re: Use of parking lot for overflow parking at 3831 Hughes Ave, Los Angeles Ca 90232 Certificate holder is named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

3831 Hughes Avenue Holding, LLC 7501 Wisconsin Ave, Ste 600 West Bethesda, MD 20814	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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35



CULVPAL-01 KRISTENB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Church Insurance Services, LLC 201 Cajon Street Redlands, CA 92373	CONTACT NAME: PHONE (A/C, No. Ext): (800) 843-6054 FAX (A/C, No.): (909) 307-1245 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Culver Palms Church of Christ 9733 Venice Blvd. Los Angeles, CA 90034	INSURER A: Brotherhood Mutual Ins. Co. NAIC # 13528	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	04M5A0380936	12/10/2013	12/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 re: Use of parking lot for overflow parking at 3831 Hughes Ave, Los Angeles Ca 90232. Certificate holder is named as additional insured.

CERTIFICATE HOLDER Southern California Healthcare System, Inc DBA: Southern California Hospital at Culver City Attn Legal Department 10780 Santa Monica Blvd, Ste 400 Los Angeles, CA 90025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

36

EXHIBIT "G"

**LEGAL DESCRIPTION OF CHURCH PROPERTY (THREE PARCELS ON DELMAS
TERRACE)**

[See following page]

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (4313-015-047)

LOTS 10, 11, 12, 13 AND 14 IN BLOCK 10 OF TRACT NO. 2444, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24, PAGES 5, 6 AND 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF VENICE BOULEVARD, VACATED BY SAID CITY PER RESOLUTION NO. 82-01545, ADOPTED BY SAID CITY, AS DESCRIBED IN THE CERTIFIED COPY THEREOF, RECORDED APRIL 25, 1989, AS INSTRUMENT NO. 89-648645, OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 14.

PARCEL 2: (4313-014-017; 018)

LOT 18 AND THE SOUTHERLY 34 FEET OF LOT 19 IN BLOCK 11 OF TRACT NO. 2444, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGES 5 THROUGH 7, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

38

EXHIBIT "H"
FORM OF HOSPITAL INSURANCE

[See following page]

39



CERTIFICATE OF LIABILITY INSURANCE

10/1/2014

DATE (MM/DD/YYYY)

1/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Lexington Insurance Company	19437
INSURED	Southern California Healthcare System, Inc. dba: Southern California Hospital at Culver City 3828 Delmas Terrace Culver City CA 90232	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		INSURER G:	

COVERAGES BROME04

CERTIFICATE NUMBER: 12754550

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	6797321	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> Prof. Liability - CM						PERSONAL & ADV INJURY \$ Included
	<input checked="" type="checkbox"/> XS of \$500K SIR						GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	<input type="checkbox"/> OCCUR						AGGREGATE \$ XXXXXXXX
	EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ XXXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ XXXXXXXX
							E L DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE. Parking Lot @ 9832 Venice Blvd, Los Angeles, CA 90232. Certificate Holder is included as Additional Insured for the General Liability per parking agreement.

CERTIFICATE HOLDER

CANCELLATION

12754550

Culver-Palms Church of Christ
9733 Venice Blvd
Los Angeles CA 90034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Timothy J. Pano

EXHIBIT 3

This page is part of your document - DO NOT DISCARD



20211013958



Pages:
0010

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

06/29/21 AT 08:52AM

FEES:	44.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	119.00



LEADSHEET



202106291160023

00020706980



012353735

SEQ:
01

SECURE - Daily - Time Sensitive



THIS FORM IS NOT TO BE DUPLICATED

Recording Requested By:
Benjamin Reznik

When Recorded Mail To:
Jeffer Mangels Butler & Mitchell LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067

Title(s)

Parking Covenant Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

JEFFER MANGELS BUTLER & MITCHELL LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067
ATTN: Benjamin Reznik

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

PARKING COVENANT AGREEMENT

This Parking Covenant Agreement ("Covenant"), dated as of May 20, 2021 ("Effective Date"), is entered into by and between **Culver Palms Church of Christ**, a California non-profit religious corporation ("Church") and **Southern California Healthcare System, Inc., d/b/a Southern California Hospital at Culver City**, a California corporation ("Hospital") and are collectively known as the "Parties."

WHEREAS, Church is the owner of the church property located at 3768 Delmas Terrace, Los Angeles, CA 90034 which includes a parking lot with frontage on Venice Blvd., as more particularly described on Exhibit A (the "Property");

WHEREAS, the Parties have previously entered into various documents related to parking arrangements related to the Property and other properties owned by the Parties (collectively, the "Existing Agreements") including, without limitation, that certain Church Parking Easement Agreement, made on February 7, 2014, among the Parties and 3831 Hughes Avenue Holdings, LLC (the "Easement Agreement"), and that Certain Parking License Agreement, dated as of January 1, 2021 (the "License Agreement");

WHEREAS, the Easement Agreement provides Hospital with access to parking spaces on the Property during the daytime hours of 6:30 a.m. to 6:30 p.m., Monday through Friday, subject to the terms and conditions therein;

WHEREAS, The License Agreement provides the Hospital access to 46 parking spaces during the following days and hours (the "Covenant Hours"):

DAY	BEGINNING HOUR	ENDING DAY AND HOUR
Monday	6:30 p.m.	Tuesday 6:30 a.m.
Tuesday	6:30 p.m.	Wednesday 6:30 a.m.
Wednesday	6:30 p.m.	Thursday 6:30 a.m.
Thursday	6:30 p.m.	Friday 6:30 a.m.
Friday	6:30 p.m.	Saturday 8:00 a.m.
Sunday	6:30 p.m.	Monday 6:30 a.m.

WHEREAS, the parties desire to enter into this Covenant to supersede and replace the License Agreement, and provide a recorded covenant for access to 46 parking spaces located on the Property during the Covenant Hours, subject to the terms and conditions contained in this Covenant.

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

1. **Covenant Spaces.** During the Term (as defined below) Hospital shall have use of and access to 46 parking spaces located on the Property and identified on the map attached as Exhibit B (the "Covenant Spaces") during the Covenant Hours. The Covenant Spaces will be solely used for the purpose of parking personal passenger vehicles for use by Hospital and its employees and working staff.

2. **Term.** The term of this Covenant shall commence on May 20, 2021 ("Commencement Date") and shall continue until January 1, 2027 (the "Initial Term" and together with any "Renewal Term" (as defined below), the "Term"). This Agreement shall automatically renew for an additional period of five (5) years expiring January 1, 2032 ("Renewal Term") unless Hospital or Church gives a notice of non-renewal at least thirty (30) days prior to the end of the Initial Term.

3. **Covenant Fee.** In consideration for the rights granted under Section 1 above, Hospital shall pay to a license fee of Three Thousand Eight Hundred Forty Dollars (\$3,840.00) per month (the "Covenant Fee"). Hospital shall pay the Covenant Fee to Church, without notice or demand, on or before the first (1st) day of each and every calendar month during the remainder of the Term. The Covenant Fee shall automatically be increased by 5% on January 1 of each year of the Initial Term or any Renewal Term.

4. **Supervision and Security.** Hospital shall be responsible for supervising parking and for providing any security at the Property. Church shall not provide any supervision or security with respect to parking on the Property during the Covenant Hours.

5. **Cleaning; No Smoking.** Hospital shall clean the Property on Wednesday of each week. No smoking shall be permitted on the Property.

6. **Existing Agreements.** Except for the License Agreement, the Existing Agreements are intended to remain in place in full force and effect and shall only be modified or supplemented

by this Agreement as specifically set forth herein. The License Agreement shall terminate and be superseded and replaced by this Covenant on the Commencement Date. In addition, sections 4 of the Easement Agreement which includes Hospital's obligations to repair the Property, indemnification and insurance shall also apply to this Covenant and is incorporated herein by reference.

7. **Church Use of Parking.** Church may require the use of the parking 1-2 times per year for a funeral or special event. Church will provide at least 48-hours advance notice to Hospital in the case of such special event and the use by Church shall not exceed three (3) hours.

8. **Termination.** Church may terminate this Agreement following 30 days written notice of any uncured material breach by Hospital of its obligations under this Agreement.

9. **Notices.** All notices, demands, and requests required or permitted under the provisions of this Covenant shall, unless otherwise specified, be in writing, sent to the following addresses or to such other address as the party to whom the notice is sent shall have designated in writing in accordance with the provisions of this Section:

Church: Culver Palms Church of Christ
Attn: Mark Manassee, Senior Minister
3768 Delmas Terrace
Los Angeles, CA 90034
(310) 202-7667 phone

Hospital: Southern California Healthcare System, Inc. d/b/a
Southern California Hospital at Culver City
Attn: Legal Department
3415 South Sepulveda Blvd., 9th Floor
Los Angeles, CA 90034
(310) 943-4500

10. **Severability.** If any term, condition or provision of this Covenant is unenforceable, the remainder of this Covenant shall be enforceable to the extent permitted by law.

11. **Entire Agreement.** This Covenant constitutes the entire agreement between the parties, and all prior or contemporaneous oral or written agreements or instruments are superseded by in this Covenant.

12. **Modifications.** A modification of this Covenant is not valid unless in writing and signed by both parties.

13. **Authority.** Each party represents and warrants that they have the full legal right, power and authority to enter into and perform their respective obligations hereunder.

IN WITNESS HEREOF, intending to be legally bound thereby, the parties hereto have caused this Covenant to be executed by their authorized officers, all as of the date first written above.

Church: CULVER PALMS CHURCH OF CHRIST

By Mark H. Manassee

Name: Mark Manassee

Title: Senior Minister

**Hospital: SOUTHERN CALIFORNIA HEALTHCARE SYSTEM, INC.
D/B/A SOUTHERN CALIFORNIA HOSPITAL AT CULVER CITY**

By [Signature]

Name: Von Crockett

Title: Senior Vice President

[SEE ATTACHED CERTIFICATE]

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On JUNE 13, 2021 before me, Bennie L. Thomas, Notary Public
(insert name and title of the officer)

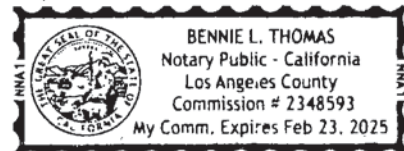
personally appeared MARK MANASSE,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

Bennie L. Thomas (Seal)



ACKNOWLEDGMENT

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

State of California)
County of Los Angeles)

On May 28th, 2021, before me, Adam Wade Hundemann, Notary Public
(insert name of notary)

Notary Public, personally appeared Von Crockett,
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 Ad HL

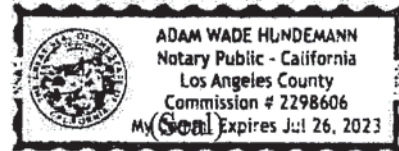


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (4313-015-047)

LOTS 10, 11, 12, 13 AND 14 IN BLOCK 10 OF TRACT NO. 2444, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24, PAGES 5, 6 AND 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF VENICE BOULEVARD, VACATED BY SAID CITY PER RESOLUTION NO. 82-01545, ADOPTED BY SAID CITY, AS DESCRIBED IN THE CERTIFIED COPY THEREOF, RECORDED APRIL 25, 1989, AS INSTRUMENT NO. 89-648645, OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 14.

EXHIBIT B

MAP OF PARKING SPACES

