

## FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (this “**Amendment**”), dated as of \_\_\_\_\_, 2025 (the “**Effective Date**”), is entered into by and between the City of Norwalk, a California municipal corporation (“**City**”) and Primestor Norwalk Entertainment, LLC, a Delaware limited liability company (“**Tenant**”). Each of City and Tenant are occasionally referred to herein as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. City and Tenant are parties to that certain Ground Lease dated as of December 19, 2022, a copy of which is attached hereto as Exhibit A (the “**Original Ground Lease**”), pursuant to which City leases to Tenant certain real property in the City of Norwalk, County of Los Angeles, State of California, as more particularly described in the Original Ground Lease. The Original Ground Lease, as amended by this Amendment, shall be referred to herein as the “**Ground Lease**.” Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Original Ground Lease.

B. Tenant desires to amend the legal description of the Premises contained in the Original Ground Lease, by replacing it with the descriptions and depictions set forth on Exhibit B, attached hereto and incorporated herein by reference.

C. On \_\_\_\_\_, the City approved proposed changes to the Project pursuant to Section 6.2.1 and 6.2.2 of the Norwalk Entertainment District – Civic Center Specific Plan, and a density bonus and additional requests pursuant to Section 65915 of the California Government Code.

D. The Parties now desire to amend the Original Ground Lease to amend the legal description of the Original Premises, amend the description of the Project, and make such other modifications and amendments to the Original Ground Lease as are expressly set forth in this Amendment.

### AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, which are hereby incorporated herein by reference, and the mutual covenants and conditions contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows:

1. Original Ground Lease. Except as amended hereby, the Original Ground Lease remains unmodified and in full force and effect and the Parties hereby ratify and reaffirm the terms of the Original Ground Lease as amended hereby.

2. Amendments. The Parties agree that the Original Ground Lease is hereby amended as set forth below.

2.1 Depiction of the Premises. Exhibit A-3 to the Original Ground Lease, which legally describes and depicts the Premises, is hereby deleted in its entirety and replaced with

the depiction set forth on Exhibit B (the “**Premises**”), attached hereto and incorporated herein by reference.

2.2 Description of the Project. Recital D of the Original Ground Lease is hereby deleted in its entirety and replaced with the following:

D. City desires to lease the Premises to Tenant in order to facilitate the development thereof with a mixed use development (the “**Project**”) that includes: (i) approximately three hundred seventy-four (374) residential units (the “**Residential Project**”); (ii) approximately 94,398 square feet of commercial uses (the “**Commercial Project**”), which may include, but not be limited to, food and beverage establishments, retail, health and wellness facilities, and grocery or supermarket uses; and (iii) approximately 119,643 square feet of ground-floor open space/plaza area that is publicly accessible but privately maintained and operated.

3. The Original Ground Lease Remains in Full Force and Effect. Except as amended by this Amendment, the Original Ground Lease remains in full force and effect, and the terms thereof, as modified by this Amendment, are hereby ratified and confirmed by the Parties. In the event of any inconsistency between the terms of the Original Ground Lease and the terms of this Amendment, the terms of this Amendment shall prevail and control. The Parties each hereby agree that, as of the date hereof, neither Party is in default under the Original Ground Lease, and, without limiting the foregoing, any default, violation or failure under the Original Ground Lease shall, as of the full execution and delivery of this Amendment, be deemed cured in full.

4. Counterparts. This Amendment may be signed in multiple counterparts each of which shall be deemed an original, but all of which shall, taken together, be but one and the same instrument. This Amendment may be delivered by facsimile or electronic mail.

5. Entire Agreement. This Amendment reflects, supersedes and merges all the prior agreements and negotiations of the Parties with respect to its subject matter, and contains their entire agreement with respect to the subject matter set forth herein.

*[Signatures on next page]*

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first written above.

**“CITY”**

**CITY OF NORWALK,**  
a California municipal corporation

By: \_\_\_\_\_  
Jesus Gomez  
City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold M. Alvarez Glasman  
City Attorney

**“TENANT”**

**PRIMESTOR NORWALK ENTERTAINMENT, LLC,**  
a Delaware limited liability company

By: Primestor Development, Inc.,  
a Nevada corporation

By: \_\_\_\_\_  
Arturo Sneider  
Founding Partner and CEO

**Exhibit A to First Amendment to Ground Lease**

**Original Agreement**

[see attached]

Exhibit A



**GROUND LEASE**

**Dated as of December 19, 2022**

**by and between**

**City of Norwalk,  
a California municipal corporation**

**and**

**Primestor Norwalk Entertainment, LLC,  
a Delaware limited liability company**

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## GROUND LEASE

THIS GROUND LEASE (this “**Lease**”), effective as of December 19, 2022 (the “**Effective Date**”), is made by and between the City of Norwalk, a California municipal corporation (“**City**”) and Primestor Norwalk Entertainment, LLC, a Delaware limited liability company (“**Tenant**”). Each of City and Tenant are occasionally referred to herein as a “**Party**” or, collectively, as the “**Parties**.”

### RECITALS

A. City is the fee owner of certain land and the improvements thereon, located in the City of Norwalk, County of Los Angeles, State of California, as more particularly described on Exhibit A-1 (the “**City Property**”).

B. A portion of the City Property, as more particularly described on Exhibit A-2 (the “**City Hall Parcel**”) is currently improved with City Hall.

C. The City and Primestor Development, Inc., a Nevada corporation, an Affiliate of Tenant are parties to that certain Exclusive Negotiation Agreement dated June 12, 2019, as amended by that certain Amendment No. 1 to the Agreement on November 6, 2019, by that certain Amendment No. 2 of the Agreement on April 8, 2020, by that certain Amendment No. 3 on July 8, 2020, by that certain Amendment No. 4 on January 6, 2021, by that certain Amendment No. 5 on June 28, 2021, by that certain Amendment No. 6 on December 15, 2021, and by that certain Amendment No. 7 on March 1, 2022 (as amended, the “**ENA**”).

D. City desires to lease a portion of the City Property, as more particularly described on Exhibit A-3 (the “**Premises**”) to Tenant in order to facilitate the development thereof with a mixed use development (the “**Project**”) that includes: (i) up to three hundred fifty (350) residential units (the “**Residential Project**”); (ii) up to one hundred ten thousand (110,000) square feet of commercial uses (the “**Commercial Project**”), which may include, but not be limited to, food and beverage establishments, retail, health and wellness facilities, and grocery or supermarket uses; and (iii) approximately one hundred thousand (100,000) square feet of ground-floor open space/plaza area that is publicly accessible but privately maintained and operated.

E. Tenant has agreed to use commercially reasonable efforts to provide certain community benefits to City, pursuant to and in accordance with this Lease, and City has determined that the Project will provide the greatest economic return to City.

F. City acknowledges that, in order to facilitate financing for the Project, Tenant will develop the Project as three (3) or more separate “projects,” each with separate and distinct leasehold interests, project ownership, and financing (each, a “**Phase**”), which may include one (1) or more airspace parcels, and that Tenant desires to assign its rights, title, and interests in and to this Lease to one or more Affiliates for each such Phase.

G. Pursuant to that certain Ground Lease dated March 30, 1995, by and between the County of Los Angeles, a body corporate and politic (“**County**”), as lessor, and City, as lessee, County leased to City that certain real property located in the City of Norwalk, County of Los



Angeles, State of California, as more particularly described on Exhibit B (the “**Parking Structure Parcel**”).

H. Pursuant to that certain Site Sublease (Norwalk Civic Center Parking Garage) dated April 1, 1995, by and between City, as sublessor, and the Norwalk Community Facilities Financing Authority, a joint powers authority duly organized under the laws of the State of California (the “**Authority**”), as sublessee, a memorandum of which was recorded on April 1, 1995 as Document Number 95-758070 in the Official Records, City leased the Parking Structure Parcel to the Authority in order to facilitate the development of the Parking Structure Parcel with a parking structure containing not less than one thousand fifty (1,050) vehicle parking spaces (the “**Parking Structure**”).

I. Pursuant to that certain Lease Agreement (Norwalk Civic Center Parking Garage) dated April 1, 1995 by and between the Authority, as sub-sublessor, and City, as sub-sublessee, a memorandum of which was recorded on April 1, 1995 as Document Number 95-758071 in the Official Records, the Authority leased back the Parking Structure to the City.

J. On or about May 15, 1995, City and the Authority entered into that certain Parking Agreement with HR-Norwalk, L.P., a California limited partnership (“**Theater Developer**”), and American Multi-Cinema, Inc., a Missouri corporation (“**AMC**”), a copy of which was recorded on June 14, 1995 as Document Number 95-948752 in the Official Records (the “**Original Parking Agreement**”), as amended by that certain Amendment to Parking Agreement dated May 15, 1995, by and among City, the Authority, Theater Developer, and AMC, which was recorded on June 14, 1995 as Document Number 95-948753 in the Official Records (the “**First Amendment**”) and (ii) that certain Second Amendment to Parking Agreement dated June 12, 1997, by and among City, the Authority, Theater Developer, and AMC, which was recorded on June 19, 1997 as Document Number 97-917901 in the Official Records (the “**Second Amendment**” and together with the Original Parking Agreement and the First Amendment, “**1995 Parking Agreement**”). The Second Amendment clarified that, due to the installation of an additional ramp, the number of parking spaces within the Parking Structure was reduced to one thousand twenty-five (1,025) vehicle parking spaces.

K. The 1995 Parking Agreement sets forth certain terms and conditions affecting (i) the Parking Structure, and (ii) a portion of the City Property, as more particularly described in Exhibit C, which is referred to in the 1995 Parking Agreement as the Surface Parking Area.

L. Pursuant to the 1995 Parking Agreement, City granted the following easements to Theater Developer, AMC, and Theater Operator (as defined in the 1995 Parking Agreement), pursuant to the terms and conditions set forth in the 1995 Parking Agreement (the “**Theater Parking Easements**”): (i) a non-exclusive easement for use by Permittees (as defined in the 1995 Parking Agreement) in, over, across, and through the Parking Structure Parcel, for the purpose of vehicular parking in, at and on the Parking Structure in all spaces designated for parking, except for four hundred fifty (450) spaces reserved for use by County, and for vehicular and pedestrian ingress and egress to and from the Parking Structure Parcel by means of the Pedestrian Bridge (as defined in the 1995 Parking Agreement); and (ii) a non-exclusive vehicular parking easement for use by Permittees in, over, across, and through the Surface Parking Area, for the purpose of

vehicular parking at and on the Surface Parking Area in designated parking spaces, and for vehicular and pedestrian ingress and egress to and from the Surface Parking Area.

M. The 1995 Parking Agreement requires City to maintain a minimum of one thousand twenty-five (1,025) vehicular parking spaces in the Parking Structure and three hundred ninety-five (395) vehicular parking spaces in the Surface Parking Area.

N. City desires to terminate or amend the 1995 Parking Agreement and to provide Tenant a non-exclusive easement (the “**Parking Structure Easement**”) in, over, across, and through the Parking Structure Parcel, for the purpose of vehicular parking in, at, and on the Parking Structure in all spaces designated for parking, except as to four hundred fifty (450) spaces reserved for use by County.

O. On October 4, 2022, the City Council, after conducting a duly-noticed public hearing, (1) adopted Resolution No. 22-57 certifying, after making appropriate findings, that certain Final Environmental Impact Report (the “**EIR**”) for the Norwalk Entertainment District-Civic Center Specific Plan Project, and adopting a statement of overriding considerations and a Mitigation Monitoring and Reporting Program setting forth mitigation measures for the Project (as defined in Resolution No. 22-57); (2) adopted Resolution No. 22-55 approving General Plan Amendment No. 184 and Zone Change No. 363; and (3) adopted Resolution No. 22-56 approving Conditional Use Permit No. 2022-01.

P. On October 4, 2022, the City Council, after conducting a duly-noticed public hearing, adopted Resolution No. 22-58 finding that this Lease is consistent with the overall policies, goals, and objectives of the City’s General Plan, adopted specific plans, and the Norwalk Municipal Code based on facts and findings in the Specific Plan, approved the form of this Lease, and authorized the execution thereof.

Q. On October 18, 2022, the City Council adopted Ordinance No. 22-1734, to become effective on the 30th day after its adoption, adopting Zoning Text Amendment No. 2022-01 establishing the Norwalk Entertainment District – Civic Center Specific Plan (the “**Specific Plan**”).

R. On October 18, 2022, the City Council, in accordance with the Development Agreement Act, adopted Ordinance No. 22-1735, to become effective on the 30th day after its adoption, finding that that certain Development Agreement, to be entered into by and between the City and Tenant (the “**Development Agreement**”) is in the public interest and is consistent with the City’s General Plan and the Norwalk Municipal Code, and authorized the execution thereof.

S. City and Tenant now desire to enter into this Lease in order to set forth the terms and conditions for the development, operation, and management of the Project.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above Recitals and the representations, warranties, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Tenant agree as follows:

## Article 1

### INCORPORATION OF RECITALS AND DEFINITIONS

1.1 Incorporation of Recitals. The terms set forth in the Recitals above are hereby incorporated by this reference as if set forth in full herein.

1.2 Definitions. Capitalized terms as used in this Lease shall have the meanings set forth in Article 30 of this Lease.

## Article 2

### DEMISE AND ACCEPTANCE OF PREMISES

2.1 Demise. City hereby leases to Tenant, and Tenant hereby leases from City, the Premises for the Term at the Rent and upon and subject to all of the covenants and conditions set forth in this Lease. City covenants that Tenant shall have quiet and peaceful possession of the Premises pursuant to Article 26. City and Tenant acknowledge and agree that during the entire Term, Tenant shall be the owner of the Improvements, and as such, Tenant shall have all rights of ownership thereof and shall be entitled to all rights relating to such ownership, including without limitation rights pertaining to depreciation deductions, Tax Credits, and all other benefits for income tax purposes including the right to obtain financing secured by Tenant's interest in the Improvements and this Lease.

2.2 Conditions Precedent. By not later than the Commencement Date, Tenant shall have satisfied the following conditions precedent (collectively, the "**Conditions Precedent**"):

2.2.1 Entitlements. City shall have issued all discretionary planning and zoning land use entitlements and approvals required to be obtained for the construction and operation of the Project, as well as for any on-site or off-site improvements associated therewith (collectively, the "**Entitlements**"), and both (a) the Entitlements shall be final and not be subject to further appeal, and (b) there shall be no proceeding or litigation pending to appeal or challenge the issuance or validity of the Entitlements, or to enjoin or restrain the performance of the Project, or any such proceeding or litigation has been finally resolved without the approval of the Entitlements or the Project having been overturned, modified, or set aside.

2.2.2 Building Permits. City shall be prepared to issue all required approvals and building permits for the construction of the Project and shall have issued a letter to Tenant to that effect.

2.2.3 Project Financing. Tenant shall have obtained a construction loan or loans at an interest rate and on other terms that are commercially reasonable, in amounts that, when combined with Tenant's equity, is reasonably expected to provide sufficient funds to complete the Project (the "**Project Financing**"), and shall provide City with reasonable evidence thereof. Evidence of the Project Financing may include, but not be limited to: (a) a written commitment to Tenant from one or more lenders selected by Tenant to provide a construction loan or loans to Tenant for the purpose of constructing the Initial Improvements; (b) actual equity funds then held by Tenant or committed to be paid to Tenant for the purpose of constructing the Initial

Improvements; (c) a written commitment to Tenant from one or more public agencies to provide grant financing or other subsidies to Tenant for the purpose on constructing the Initial Improvements or (d) any combination of the foregoing. Tenant may, from time to time, change any of the foregoing funding sources and the allocation thereof, so long as the aggregate available funding continues to be sufficient to pay for Tenant's estimated remaining cost of constructing the Initial Improvements, provided that Tenant shall promptly notify City of any such change.

2.2.4 General Contractor. Tenant shall have entered into a written contract with a general contractor ("**General Contractor**") for the construction of the Initial Improvements and provided the City a true copy of the contract or contracts with the General Contractor. All construction of the Initial Improvements shall be performed by contractors and subcontractors duly licensed under the laws of the State of California;

2.2.5 Financial Assurances. Tenant shall have has provided City with reasonable assurances that sufficient monies will be available to complete the Initial Improvements, in an amount not less than the total estimated construction cost of the Initial Improvements, with evidence in any of the following forms:

2.2.5.1 Performance bond and labor and materials bond in a principal sum equal to the total estimated construction cost of the General Contractor or subcontractors, provided said bonds;

2.2.5.2 Irrevocable letter of credit issued to City from a financial institution to be in effect until City acknowledges satisfactory completion of construction;

2.2.5.3 Cash deposited with the City (may be in the form of cashier's check or money order or may be electronically deposited);

2.2.5.4 A completion guaranty, in favor of City from an Affiliate of Tenant, in a form reasonably acceptable to City; or

2.2.5.5 Any combination of the above.

All bonds and letters of credit must be issued by a company qualified to do business in the State of California and acceptable to City. All bonds and letters of credit shall be in a form acceptable to City in its reasonable discretion and shall insure faithful and full observance and performance by Tenant of all terms, conditions, covenants, and agreements relating to the construction of the Initial Improvements on the Premises.

2.2.6 Construction Budget. Tenant shall have provided to City a detailed construction budget for the Project, including a breakdown of all allocated common costs.

2.2.7 Parking Structure Agreement. City shall have executed and delivered to Tenant (a) a termination or amendment of the 1995 Parking Agreement and (b) an agreement providing Tenant with the Parking Structure Easement, in form and substance reasonably acceptable to Tenant.

2.2.8 Easement Agreements. City and Tenant shall have agreed on and entered into such other easement agreements, reciprocal easement agreements, licenses, dedications, or agreements that may be required to effectuate the objectives of the Project.

2.2.9 Release of Premises. The Premises no longer serve as leased property under the Lease Agreement by and between the Norwalk Community Facilities Financing Authority and the City of Norwalk, dated May 1, 2013, supporting the Lease Revenue Refunding Bonds Series 2013A, and the First Amendment to the Lease Agreement, dated July 1, 2013 supporting the Lease Revenue Refunding Bonds Series 2013B.

2.3 Delivery of the Premises. City shall deliver possession of the Premises to Tenant on the date (the “**Commencement Date**”) that is the date on which the Conditions Precedent are satisfied. Subject to Unavoidable Delay, in the event the Commencement Date has not occurred within thirty (30) months of the Effective Date (the “**Outside Commencement Date**”), the City may terminate this Lease pursuant to Section 18.3.1; provided, however, upon providing City with written notice of Unavoidable Delay, Tenant may elect extend the Outside Commencement Date for two (2) periods of six (6) months each. In the event of any other Unavoidable Delay, the Outside Commencement Date shall be postponed for each day of delay, on a day for day basis.

2.4 Condition of Premises. By not later than the Commencement Date, Tenant shall have made such inspection of the Premises as it deems necessary and, except as otherwise explicitly provided in this Lease, on the Commencement Date, Tenant shall accept possession of the Premises in its “as is” with all faults condition existing as of the Commencement Date, and subject to the following retentions, exceptions, impositions and conditions:

2.4.1 The Permitted Exceptions as shown on Exhibit D and as defined in Article 30;

2.4.2 All Impositions that may be levied, assessed, charged or imposed against the Premises with respect to periods occurring from and after the Commencement Date, whether accrued or unaccrued, fixed or not fixed;

2.4.3 All Legal Requirements, and violations of Legal Requirements existing as of the Commencement Date that would be disclosed by an examination, inspection, search or survey of the Premises, a review of the Official Records or inquiry at the office of the municipal and county government having jurisdiction over the Premises or that have been disclosed to Tenant in writing by City; and

2.4.4 Tenant’s obligation to develop and construct the Initial Improvements in accordance with the Approved Construction Documents pursuant to the terms of this Lease.

2.5 Memorandum of Ground Lease. This Lease shall not be recorded; however, Tenant and City agree to execute and acknowledge, contemporaneously with the execution of this Lease, a short form Memorandum of Ground Lease, in the form attached hereto as Exhibit E (“**Memorandum of Ground Lease**”) which shall be recorded in the Official Records by Escrow Holder on the Effective Date. Tenant shall provide City with a conformed copy of the recorded short form Memorandum of Ground Lease within ten (10) days after its recordation in the Official Records.

2.6 Premises Release; Conditions. In order to facilitate the development and construction of a Phase, Tenant may, in one or more separate transactions, release one or more portions of the Premises, including but not limited to one or more airspace parcels (any such portion, the “**Released Premises**”) from this Lease by delivering to City the following (the “**Release Request**”): (a) written notice describing the portion of the Premises that Tenant seeks to release from this Lease; (b) a description of the Improvements to be constructed on the Released Premises; (c) a form of ground lease for the Released Premises that is substantially consistent with the terms contained in this Lease and the Development Agreement (the “**Proposed Ground Lease**”); and (d) a copy of an assignment agreement (the “**Premises Assignment**”) executed by Tenant and the proposed transferee (the “**Phase Tenant**”) with respect to the Released Premises, pursuant to which Tenant shall assign, and Phase Tenant shall assume, all of Tenant’s rights, title, and interests with respect to the Released Premises. The Phase Tenant shall be one or more Affiliates, unless otherwise approved by City in writing, at its sole and absolute discretion.

2.6.1 Proposed Ground Lease.

2.6.1.1 Review of Proposed Ground Lease. Upon receiving a Release Request, City shall have thirty (30) Business Days to provide Tenant and Phase Tenant with written notice (a “**Revisions Notice**”) of any revisions to the Proposed Ground Lease that City believes are required to conform to the terms of this Lease and the Development Agreement. If City fails to provide a Revisions Notice to Tenant and Phase Tenant, then within such thirty (30) day period, then at the end of such time period, the Proposed Ground Lease shall be deemed to have been approved by City. In the event City provides Tenant and Phase Tenant with a Revisions Notice, then, within thirty (30) Business Days after the date on which Tenant receives City’s notice of such revisions, City and Phase Tenant shall negotiate in good faith to determine whether such revisions should be included in whole or in part.

2.6.1.2 Other Terms; No Cross-Defaults. Each Proposed Ground Lease shall contain terms addressing the portion of the Project to be developed pursuant to the terms and conditions set forth therein, including an apportionment of Rent, liabilities, and other obligations, and any additional terms that may be necessary to facilitate financing for such portion of the Project. In addition, each Proposed Ground Lease shall provide that any default by Tenant, Phase Tenant, or any Affiliate under any other lease or agreement with City for the Project (an “**Other Lease Default**”) shall not constitute a Tenant Default under this Lease or any other ground lease for the Project unless the events constituting the Other Lease Default relate to or affect the Premises and shall otherwise independently constitute a Tenant Default under this Lease or any other ground lease for the Project.

2.6.1.3 Covenants; Lease Riders. If required by the California Tax Credit Allocation Committee, the California Department of Housing and Community Development, the California Housing Finance Agency, or any other public agency providing financing for the Project (each, a “**Public Finance Agency**”) in connection with financing for the development of income-restricted housing units within the Residential Project (“**Affordable Residential Project**”), City shall enter into, and record against, City’s fee interest in the Released Premises therefor one or more restrictive covenants, and/or lease riders, in a form reasonably required by such Public Finance Agency.

2.6.2 Additional Deliveries. By not later than ten (10) Business Days after Tenant and City have approved (or City shall have been deemed to have approved pursuant to Section 2.6.1.1) a Proposed Ground Lease:

2.6.2.1 Tenant shall deliver to Escrow Holder one (1) original of the Premises Assignment, duly executed by both Tenant and Phase Tenant;

2.6.2.2 Each of Tenant and City shall deliver two (2) original counterparts of any amendment to this Lease required in connection with the release of the Released Premises; and

2.6.2.3 Each of City and Phase Tenant shall deliver to Escrow Holder: (a) two (2) original counterparts of the Proposed Ground Lease; (b) one (1) original counterpart of the Memorandum of Lease contained therein; and (c) such documents as Escrow Holder may reasonably require. City and Phase Tenant shall each deliver to the other outside of Escrow such items as are necessary to consummate the release of the Released Premises described in the Release Request.

2.6.3 Effectiveness. Upon the recordation, in the Official Records, of the (a) Premises Assignment and (b) Memorandum of Lease with respect to the Released Premises, the Released Premises shall be deemed released from the Premises, this Lease shall no longer apply to the Released Premises and Tenant shall be released from its obligations under this Lease with respect to the Released Premises, and all of Tenant's rights and obligations with respect to the Released Premises shall automatically and irrevocably terminate without any further action by the Parties.

2.7 Adjustment of Premises. The Parties acknowledge that the plans and specifications for the Project have not yet been prepared and the location of Initial Improvements may change as a result of (a) Legal Requirements, (b) a Logical Evolution of the Entitlements, (c) the resolution of technical, design or functional issues, or (d) other circumstances arising before or after the date of the commencement of construction of the Initial Improvements, as applicable. Accordingly, Tenant and/or Phase Tenant shall have the right to adjust the boundaries of the Premises and Released Premises as reasonably necessary to conform the boundaries of the Premises and Released Premises to the as-built Initial Improvements, as verified in as-built plans that Tenant or Phase Tenant provides to City. The Parties shall implement the adjustment of the boundaries of the Premises and/or Released Premises by executing and causing the recordation of one or more amendments to this Lease, which amendment(s) shall include revising the legal descriptions in Exhibit A-3.

### Article 3

#### TERM

3.1 Term. The term of this Lease (the "**Initial Term**") shall commence on the Commencement Date and shall expire on the day preceding the fifty-fifth (55th) Anniversary of the Commencement Date (the "**Expiration Date**") unless sooner terminated as provided in this Lease. The Term may be extended by mutual agreement of the Parties.

3.2 Renewal Option. If no uncured Tenant Breach or Tenant Default then exists, and no condition then exists that with the passage of time or the giving of notice, or both, would constitute a Tenant Breach or Tenant Default at the time of Tenant's exercise of the Options, Tenant shall have four (4) options ("**Options**") to extend the Term for an additional ten (10) years each ("**Option Periods**" and collectively with the Initial Term, the "**Term**"), by providing notice to City of Tenant's intention to exercise the Option by not later than the date that is twelve (12) months before the expiration of the Initial Term, or the then-current Option term. If Tenant fails to provide City with notice of its intention to exercise its Option within the time period stated in this Section 3.2, then Tenant's Option shall have lapsed and Tenant shall have no further right to extend the Term of this Lease. The Option set forth in this Section 3.2 shall be personal to Tenant, but shall inure to the benefit of and be transferrable to a transferee pursuant to a Permitted Transfer set forth in Section 8.4.

## Article 4

### RENT

4.1 Payment of Rent. Commencing on the Commencement Date, Tenant shall pay to City, in its capacity as ground lessor, in lawful money of the United States of America, in immediately available funds, as directed in Section 21.2, without demand, abatement, offset, or deduction, the following Rent. Tenant acknowledges that the Rent provided for in this Lease has been agreed upon in light of Tenant's construction, maintenance, and repair obligations set forth herein. The term "**Rent Year**" shall mean the period commencing on January 1 and ending on, and including, the last day of the calendar year for such year; provided, however, the first Rent Year shall mean the period commencing on the Commencement Date and ending at 11:59 p.m. on the day prior to the first anniversary of the Commencement Date (the "**First Rent Year**"), and the second Rent Year shall mean the period commencing on the first anniversary of the Commencement Date and ending at 11:59 p.m. on the day prior to the second anniversary of the Commencement Date (the "**Second Rent Year**"), and the third Rent Year shall mean the period commencing on the second anniversary of the Commencement Date (the "**Third Rent Year Commencement Date**") and ending on the last day of the calendar year following the year in which the Third Rent Year Commencement Date occurs (the "**Third Rent Year**"); provided, further, for the year in which the Expiration Date or earlier termination of this Lease occurs, the Rent Year shall mean the period commencing on January 1 and ending on, and including, the Expiration Date or, if this Lease is earlier terminated, the termination date. If either the Third Rent Year Commencement Date or the Expiration Date, or, if this Lease is earlier terminated, the termination date, is not the first or last day of a calendar year, as applicable, then the amount of Rent shall be prorated for the actual number of days in such Rent Year.

4.1.1 Payment of Base Rent. For each of the First Rent Year and Second Rent Year, Tenant shall pay, in advance, the amount of five hundred thousand dollars (\$500,000.00) ("**Base Rent**").

4.1.2 Payment of Percentage Rent. Commencing in the Third Rent Year, Tenant shall, by not later than April 1 of each calendar year, pay City, in arrears, a Percentage Rent Payment; provided, however, for the Rent Year in which the Expiration Date occurs, Tenant shall pay City a Percentage Rent Payment by not later than the date that is ninety (90) days after the



Expiration Date. The term “**Percentage Rent Payment**” means, the amount of thirty-three percent (33%) of the Annual Net Residual Revenue collected from the Project in the immediately preceding Rent Year. The term “**Annual Net Residual Revenue**” shall mean the amount of annual Gross Revenue generated from the Project, less the amount of Operating Expenses and the Minimum Annual Return.

4.1.2.1 Calculation of Percentage Rent Payment. The Percentage Rent Payment shall be calculated as follows:

(A) On April 1 of the calendar year following the end of the third (3rd) Rent Year, Tenant shall deliver to City a certified statement (prepared by an unaffiliated certified public accounting firm acceptable to both Parties), detailing the Annual Net Residual Revenue collected by Tenant from the Project for the prior Rent Year. A sample statement of Annual Net Residual Revenue is attached hereto as Exhibit F, which the Parties hereto agree shall be the form used for detailing the Annual Net Residual Revenue during the Term of this Lease.

(B) Within ninety (90) days after the Expiration Date, Tenant shall deliver to City a certified statement (prepared by an unaffiliated certified public accounting firm acceptable to both Parties) detailing the Annual Net Residual Revenue collected by Tenant from the Project for the Rent Year in which the Expiration Date occurs.

4.1.2.2 Definitions.

(A) “**Capital Expenditures**” means the amount expended for items capitalized under GAAP, including without limitation expenditures for material improvements or repairs, leasing commissions, tenant allowances, and tenant improvements. Attached hereto as Exhibit G are examples of categories of Capital Expenditures (which shall not be deemed in any way to be a limitation thereof) and the useful life expected for amortization purposes and explanation of how common area Capital Expenditures are to be allocated between the components of the Project.

(B) “**Gross Revenue**” means, for any period, all sums paid or credited to, or otherwise received by, Tenant with respect to the Premises from whatever source, during such period, as shown on Tenant’s financial statements, by or on behalf of any licensee, sub-subtenant, occupant, user, or guest, including, but not limited to, all (a) license fees, rents, lease payments, parking or signage fees, escalations, license fees, rent concessions or credits, or other fees or charges that are incidental or otherwise related to the Premises or its occupancy, and other pass-through or reimbursements paid by sub-subtenants, licensees, and (b) proceeds from direct sales or any other activity by Tenant on or with respect to the Premises.

(C) “**Minimum Annual Return**” means: (a) with respect to the Residential Project, not less than six and one half percent (6.5%) of Total Net Private Investment; (b) with respect to the Commercial Project, not less than eight and one half percent (8.5%) of Total Net Private Investment.

(D) “**Operating Expenses**” means, for any period, the total of all expenditures, computed in accordance with GAAP, of whatever kind during such period as shown on Tenant’s financial statements relating to the operation, maintenance and management of

the Project that are incurred on a regular monthly or other periodic basis, including, without limitation, utilities, ordinary repairs and maintenance, insurance, license fees, property taxes and assessments, advertising expenses, reasonable management fees, payroll and related taxes, third-party computer processing charges, operational equipment, Capital Expenditures amortized over their useful life, Base Rent or other lease payments, Post-Completion Capital Expenditures amortized over their useful life, and other similar costs, but excluding depreciation, amortization, income taxes, and debt service for a Permitted Financing Event.

(E) **“Post-Completion Capital Expenditures”** means the amount expended after the Completion Date for items capitalized under GAAP, including without limitation expenditures for material improvements or repairs, leasing commissions, tenant allowances, and tenant improvements.

(F) **“Total Net Private Investment”** means the final certified Project costs less the amount of any grant funds received from any public entity or any other public subsidy sources (if any) at the time of final completion of the Project. In no event shall Total Net Private Investment include (i) except as to any governmental or other public subsidy-type loans, any loan interest or fees, or (ii) any imputed return on Developer.

4.1.3 Disputes. In the event of any dispute regarding the calculation of Rent under Section 4.1, the Parties shall first meet and confer in good faith to resolve any dispute arising thereunder. If the Parties cannot resolve the dispute after meeting in good faith, either Party may submit the dispute for resolution in accordance with the procedures set forth under Article 27 of this Lease.

4.1.4 Survival. Upon the expiration or earlier termination of this Lease, any unpaid Rent shall become immediately due and payable by not later than the date that is ninety (90) days after such expiration or earlier termination of this Lease, which obligation shall survive such expiration or earlier termination of this Lease.

4.2 Payment of Option Rent. Tenant shall pay rent for the Option Period (**“Option Rent”**) on the same terms as the rent due during the Initial Term.

4.3 Net Lease. Except as specifically set forth in this Lease, Tenant shall be solely responsible for (a) all capital costs arising from or associated with the Project (including without limitation those capital costs arising from or associated with construction, reconstruction, replacement, or rehabilitation) and (b) all non-capital costs (such as operating expenses) arising from or associated with the Project (including without limitation, all repairs, maintenance, management, utilities, taxes, or any other costs).

4.4 Public Revenues Payments; Capital Account. Commencing in the Year of Stabilization, if, in any Rent Year, the amount of Public Revenues (defined in Section 4.4.2.1) received by City is less than seven hundred fifty thousand dollars (\$750,000), then Tenant shall, by not later than April 1 of such calendar year, pay City, in arrears, a Public Revenues Payment by crediting to City, on a ledger maintained by Tenant (the **“Public Revenues Capital Account”**), the amount that is equal to seven hundred fifty thousand dollars (\$750,000) less the amount of the Public Revenues (the **“Public Revenues Shortfall Payment”**); provided,

however, if, in any Rent Year, the amount of Public Revenues received by City exceeds one million two hundred fifty thousand dollars (\$1,250,000), then, the then-current balance of the Public Revenues Capital Account shall be reduced by the amount by which the Public Revenues exceeds one two hundred fifty thousand dollars (\$1,250,000) (the “**Public Revenues Surplus Payment**” and together with the Public Revenues Shortfall Payment, the “**Public Revenues Payments**”). Notwithstanding the foregoing, Public Revenues Shortfall Payments shall not be required if the amount of Public Revenues in any Rent Year are less than seven hundred fifty thousand dollars (\$750,000) due to an impairment of the operation of the Project as a result of (a) a Force Majeure Event, (b) bankruptcy of a sublessee of more than twenty thousand (20,000) rentable square feet of the Premises, (c) acts or omissions by City that materially adversely impact the accessibility or safety of the Project, or (d) changes in Legal Requirements that materially adversely impact the operations of the Project. In the event there is a decrease in the amount of ten percent (10%) or more in the prevailing rate or City share of Sales Taxes or Property Taxes, the Public Revenue Shortfall Payment shall be reduced in proportion to the percentage decrease in Sales Taxes or Property Taxes, whichever the case may be. Upon the consummation by Tenant of any Sale (as defined in Section 8.9) of all or any portion of Tenant’s interest in the either (a) the Commercial Project or (b) the Market Residential Project (as defined in Section 4.4.3.1) to an unaffiliated third party, Tenant’s obligations under this Section 4.4 shall automatically cease and terminate with respect to that portion of Tenant’s interest that is the subject of the Sale. In no event shall any purchaser of all or a portion of Tenant’s interest in the Commercial Project or the Market Residential Project be subject to the obligations set forth in this Section 4.4.

4.4.2 Calculation of Public Revenues Payments. The amount of the Public Revenues Payments shall be calculated as follows:

4.4.2.1 Commencing on June 1 of the calendar year following the end of the Year of Stabilization, and by June 1 of each calendar year thereafter (the “**Annual Statement Due Date**”), City shall deliver to Tenant a certified statement (prepared by an unaffiliated certified public accounting firm acceptable to both Parties), detailing the Public Revenues collected by City from the Project for the prior Rent Year (the “**Statement of Public Revenues**”), together with documentation reasonably supporting City’s calculation of Public Revenues; provided, however, for the Rent Year in which the Expiration Date occurs, City shall deliver to Tenant a Statement of Public Revenues for such Rent Year within ninety (90) days after the Expiration Date (the “**Final Statement Due Date**” and together with the Annual Statement Due Date, the “**Statement Due Date**”). A sample Statement of Public Revenues is attached hereto as Exhibit H, which the Parties hereto agree shall be the form used for detailing the Public Revenues during the Term of this Lease. If, by November 1 of any calendar year, Tenant provides City with written notice stating that it has not received a Statement of Public Revenues for the prior Rent Year, and City fails to deliver a Statement of Public Revenues by December 31 of the same year, then City shall be deemed to have waived its right to receive any Public Revenues Shortfall Payment for the applicable Rent Year.

4.4.2.2 By not later than thirty (30) days after receiving a Statement of Public Revenues, Tenant shall deliver to City a written notice either approving or disapproving City’s calculation of Public Revenues for the prior Rent Year. If Tenant disapproves of City’s determination of Public Revenues, then the Parties shall meet and confer in good faith to resolve any dispute arising thereunder. If the Parties cannot resolve the dispute after meeting in good faith,

either Party may submit the dispute for resolution in accordance with the procedures set forth under Article 27 of this Lease.

#### 4.4.3 Definitions.

4.4.3.1 “**Public Revenues**” means, for any given Rent Year, (a) the aggregate Property Taxes (as defined in Section 4.4.2.2) generated from the (i) Commercial Project and (ii) housing units within the Residential Project that are rented at fair market value (the “**Market Residential Project**”), (b) Sales Taxes (as defined in Section 4.4.2.3), and (c) the Percentage Rent Payment.

4.4.3.2 “**Property Taxes**” means, for any given Rent Year, City’s share of real property taxes and other assessments assessed on the Commercial Project and Market Residential Project, based on the most current official real property tax information maintained by the Los Angeles County Assessor’s office.

4.4.3.3 “**Sales Taxes**” means City’s share of sales taxes collected by the California Franchise Tax Board from merchants located on the Premises, as identified on the report generated by the California Franchise Tax Board or any successor agency.

4.4.4 Disputes. In the event of any dispute regarding the calculation of the Public Revenues Payments, the Parties shall first meet and confer in good faith to resolve any dispute arising thereunder. If the Parties cannot resolve the dispute after meeting in good faith, either Party may submit the dispute for resolution in accordance with the procedures set forth under Article 27 of this Lease.

4.5 Late Fees; Interest. Tenant acknowledges that, in the event any payment under this Lease is not received by City by the date due, City will experience additional management, administrative and other costs that are impracticable or extremely difficult to determine. Therefore, Tenant shall pay a fee (“**Late Fee**”) of five percent (5%) of the unpaid amount, which shall be added to any amount that remains unpaid fifteen (15) days after such amount was due and payable. Any unpaid payments required under this Lease, together with any Late Fee, shall bear interest at an annual rate equal to the Default Rate, computed from the date when such amounts were due and payable, compounded monthly, until paid. Tenant acknowledges that such Late Fee and interest shall be applicable to all identified monetary deficiencies under this Lease, whether identified by audit or otherwise, and that interest on such amounts shall accrue from and after the date when such amounts were due and payable as provided herein. However, with respect to any obligation of an Encumbrance Holder in connection with the exercise of its cure rights under Section 9.5 below, interest accrual on any particular obligation for periods prior to the Encumbrance Holder’s acquisition of leasehold title to the Premises shall be limited to a maximum of three (3) years.

4.6 Maintenance of Records and Accounting Method. Tenant shall maintain, or cause to be maintained, true, accurate, and complete books of account and records as reasonably needed to calculate each of (a) Percentage Rent and (b) Profit Participation Payment for a period of forty-eight (48) months after such amounts have been calculated for any particular calendar year. With respect to the calculation of Gross Revenue, books of account and records shall be organized in a

manner that separately itemizes each of the separate components of Gross Revenue, and Tenant shall utilize either: (a) the accrual method of accounting or (b) a modified method of accounting, modified in that (i) expenses are accrued on an approximate basis each month during the fiscal year with full accrual treatment for the full fiscal year financial statements, (ii) Gross Revenue are reported monthly on a cash basis, and (iii) depreciation is calculated on a tax basis rather than a GAAP basis. Such books of account and records may be maintained at the principal offices of Tenant and/or at the offices of Tenant's property managers or accountants, and in all events shall be promptly and readily made available to City upon receipt of written request. City and its Authorized Representatives, including certified public accountants and attorneys, shall have the right at all reasonable times and upon reasonable notice to examine, audit and copy such books of account and records, without restriction, for the purpose of determining the accuracy thereof. This Section 4.6 shall survive for forty-eight (48) months after expiration of the Term or early termination of this Lease.

## Article 5

### PAYMENT OF TAXES AND OTHER CHARGES

#### 5.1 Payment of Impositions.

5.1.1 Payment. Except as specifically otherwise provided in Section 5.1.4, Tenant shall pay and discharge, or cause to be paid and discharged, all Impositions, promptly before delinquency and before any fine, interest or penalty shall be assessed for non-payment.

5.1.2 Possessory Interest Taxes. The Parties acknowledge that the possessory interest created by this Lease may be subject to property taxes and the Premises may be subject to property taxes attributable to Tenant's possessory interest, all of which taxes are Impositions and shall be paid by Tenant. The statement set forth in the previous sentence is intended to comply with Section 107.6 of the Revenue and Taxation Code of the State of California. Notwithstanding the foregoing, as between City and Tenant, Tenant acknowledges that the payment of any such possessory interest taxes is the ultimate responsibility of Tenant and is a part of the Tenant's Operating Expenses.

5.1.3 Installment Payments; New Impositions. If Legal Requirements expressly permit the payment of any Imposition in installments, Tenant may use such permitted installment method, paying each installment together with any interest thereon, prior to delinquency.

5.1.4 Contesting Impositions. In the event that Tenant intends to contest or otherwise review by appropriate legal or administrative proceeding any Imposition ("**Imposition Contest**"), Tenant shall give City notice of such intention; and after giving such notice to City, may pursue such Imposition Contest. Any such Imposition Contest or other proceeding shall be conducted solely at Tenant's expense. Upon settlement or final resolution of the Imposition Contest, Tenant shall promptly pay the amount so determined to be due for the unpaid Imposition pursuant to such settlement or final resolution, together with all costs, expenses, interest, and penalties related thereto, if any.

5.1.5 Payment by City. City may (at its sole and absolute discretion) pay a delinquent Imposition at any time after the date payment of such Imposition becomes delinquent (except to the extent of Impositions being contested by Tenant pursuant to Section 5.1.4), provided City gives Tenant at least ten (10) business days' prior written notice of City's intention to pay such delinquent Imposition (except that such notice requirement shall not apply if immediate payment is required to avoid imminent adverse consequences to City). City may (at its sole and absolute discretion) pay an Imposition resulting in a lien at any time after such lien for non-payment of an Imposition has been levied against the Premises, provided City gives Tenant at least ten (10) business days' prior written notice of City's intention to pay such Imposition resulting in a lien (except that such notice requirement shall not apply if immediate payment is required to avoid imminent consequences to City), in which case Tenant shall repay such amount to City within ten (10) days after demand from City together with interest at the rate set forth in Section 4.4.

5.1.6 Tax Exemptions. Nothing in this Lease shall prevent or hinder Tenant's ability to apply for and receive a property tax abatement for the Project. As reasonably requested by Tenant, and subject to reimbursement of any actual and reasonable out of pocket costs incurred by City in connection therewith, City (solely in its capacity as owner of the Premises, and not in its governmental or regulatory capacity) shall reasonably cooperate with Tenant to the extent Tenant seeks exemptions and/or limitations with respect to any Impositions or other taxes or assessments impacting this Lease, the Premises, Project, and/or Tenant's respective interests therein.

5.2 Utilities. Tenant shall promptly pay prior to delinquency all utility and service charges for furnishing water, gas, electrical, sewage disposal, light, telephone, garbage and trash collection and all other utility services to the Project and all other charges related thereto.

5.3 Operating Expenses. Tenant shall pay, or shall cause to be paid, all costs of operating the Project.

5.4 Insurance. Tenant shall pay, or shall cause to be paid, all costs of the insurance that Tenant is required to carry under Article 12.

## Article 6

### INITIAL IMPROVEMENTS, USE, COMPLIANCE WITH LAWS AND MAINTENANCE

6.1 Initial Improvements. In consideration of the lease of the Premises to Tenant and in accordance with the provisions of this Lease, Tenant shall construct, maintain and operate, at Tenant's sole cost and expense, the Initial Improvements. The Initial Improvements are further described in the Approved Construction Documents.

#### 6.2 Use of Premises.

6.2.1 Permitted Uses. Subject to Section 6.2.2 below, the Premises shall be used by Tenant solely for the development and operation of the Project.

6.2.2 Restrictions and Prohibited Uses. Without expanding upon or enlarging the Permitted Uses of the Premises and Improvements as set forth under this Lease, the following uses of the Premises are expressly prohibited:

6.2.2.1 Any use that violates any Legal Requirements, Governmental Approvals, or the Parking Structure Easement;

6.2.2.2 Subject to Section 11.4, any generation, usage, storage, release, dumping, transportation of, handling, or disposing of any Hazardous Substances on the Premises or the Project;

6.2.2.3 Any of the following uses:

(A) Discount or dollar retail stores with a floor area of less than fifteen thousand (15,000) square feet that offer for sale a combination and variety of convenience shopping goods and a majority of the items are offered for sale at a price less than ten dollars (\$10.00) per item.

(B) Massage Establishments (as defined under Chapter 17.01 Norwalk Municipal Code) having a floor area of less than twenty-five hundred (2,500) square feet. Massage establishments having a floor area of more than twenty-five hundred (2,500) square feet shall be associated with a regionally or nationally recognized brand or franchise.

(C) Smoke shops as defined under Chapter 17.01 of the Norwalk Municipal Code, excluding cigar lounges.

(D) Sexually Oriented Businesses as set forth under Section 17.04.100 of the Norwalk Municipal Code.

(E) Check Cashing Businesses that is owned or operated by a check cashier as defined under California Civil Code Section 1789.31.

(F) Payday Loan Establishments or Pawnshops as defined under Chapter 17.01 of the Norwalk Municipal Code.

(G) Sale of firearms or ammunition.

6.3 Compliance With Laws. Tenant shall comply with all Legal Requirements in the use, occupation, control and enjoyment of the Premises and in the prosecution and conduct of its business thereon. Tenant shall have the right, at its own cost and expense, to contest or review the validity or legality of any Legal Requirement by appropriate legal or administrative proceeding, and, during such contest, Tenant may refrain from complying with such Legal Requirement provided that:

6.3.1 No lien, charge or liability against the Tenant Estate or the City Estate will be incurred as a result of such failure to comply, or Tenant obtains and furnishes to the applicable legal authority a bond or other security to the extent required by the legal authority;

6.3.2 Compliance with such Legal Requirement may legally be held in abeyance without subjecting City to any liability, civil or criminal, of whatsoever nature; and

6.3.3 All such proceedings are prosecuted by Tenant with due diligence.

6.4 Maintenance and Repair. Tenant shall keep, maintain and repair the Project (including all exterior portions of the Project) in compliance with all Legal Requirements and in good order, repair and appearance (reasonable wear and tear excepted) and shall allow no nuisance to exist or be maintained thereon in a manner and at a level that shall be no less than the prevailing standards for commercial and retail developments of approximately comparable size and situated in similar urban settings as the Project.

6.5 Professional Management. Tenant shall be permitted to hire one or more management companies of its choosing for property management of the Premises and the Project, or may conduct such property management activities using its own staff, or staff of its Affiliates. Tenant shall ensure that any professional property management company selected by the Tenant pursuant to this Section 6.5 shall be a Reputable Property Manager with adequate capacity to manage the Premises. Tenant shall not change any property management company without the prior written notification to the City.

6.6 Public Relations. Tenant shall use good faith efforts to work cooperatively with City on public relations activities, press events, press releases, press advisories, and media outreach activities related to the Project throughout the construction of the Initial Improvements and thereafter, including with respect to (i) any material news releases, and (ii) any ceremonies or events related to groundbreaking activities, key construction milestones, grand openings, and key anniversaries.

6.7 Community Benefits. Tenant shall use commercially reasonable efforts to provide the City with the community benefits listed on Exhibit I attached hereto, subject to the terms and conditions of this Lease and all applicable Legal Requirements.

## Article 7

### DESIGN AND CONSTRUCTION OF IMPROVEMENTS

#### 7.1 Design and Improvements Generally.

7.1.1 Tenant's Design and Construction of Improvements. All Improvements (including, among other things, the Initial Improvements and all Improvements Requiring Approval) shall be designed, constructed, installed and performed at Tenant's sole cost and expense, and shall be designed, constructed, installed and performed in coordination with City as required by this Lease, and all Legal Requirements.

7.1.2 Construction Schedule for Initial Improvements. By not later than thirty (30) days prior to the commencement of construction of the Initial Improvements, Tenant shall provide City with a schedule for the commencement, performance, and completion of each component of the Initial Improvements ("**Construction Schedule**"). The Construction Schedule shall include, with respect to each component of the Project: (a) the construction commencement



date for such component; (b) the date for completion of construction for such component; and (c) milestones that Tenant and City reasonably agree are relevant to tracking the progress of the construction of the Initial Improvements. Tenant shall provide City with accurate and up to date Construction Schedules for the construction of the Initial Improvements on a regular basis, as reasonably requested by City. Upon submittal to City pursuant to this Section, the Construction Schedule (and any updates thereto) shall be incorporated and made part of this Lease by this reference. Tenant shall not make any material modifications to the Construction Schedule without the prior written approval of the City. The City shall have thirty (30) days following receipt of any requested material modification of the Construction Schedule within which to approve or disapprove such request. If the City fails to approve or disapprove such request within such thirty (30) day period, Tenant shall thereafter deliver a transmittal letter notifying the City that if the City fails to approve or disapprove Tenant's request within an additional twenty (20) days, such failure to approval or disapprove in writing shall constitute approval of such change or changes to the Construction Schedule.

**7.1.3 Improvements Requiring Approval.** The construction and installation of all Improvements Requiring Approval (including the Initial Improvements) shall be pursuant to and substantially in accordance with Approved Construction Documents. The approval process for each Improvement Requiring Approval shall commence with Tenant's submission of a Conceptual Plan to City. Tenant shall submit a Conceptual Plan for each Improvement Requiring Approval, in the number of copies reasonably specified by City. City shall review and approve or disapprove each such Conceptual Plan in writing in accordance with and subject to the time limits set forth in Section 7.2. City shall have the right to reasonably review and approve, disapprove, or request changes to any Improvement Requiring Approval proposed by Tenant, subject to and in accordance with this Article 7. All work related to Improvements Requiring Approval that does not involve construction or installation shall be performed in accordance with all Legal Requirements.

**7.1.4 Submittal of Plans and Specifications.** With respect to any Improvement Requiring Approval (except as to any Initial Improvements that are included in the Approved Construction Documents for the Initial Improvements), Tenant shall prepare for and submit to City, for City's reasonable review and approval in accordance with Section 7.2, plans and specifications for the proposed Improvement Requiring Approval in reasonably sufficient detail, and to the extent necessary or appropriate, site plans and renderings showing the proposed Improvement Requiring Approval in reasonable detail.

**7.1.5 City Approval of Plans and Specifications.** If City approves the plans and specifications submitted by Tenant, City shall notify Tenant of such approval in writing (subject to the provisions of Section 7.2). The Final Construction Documents (approved by City in writing or deemed approved by City pursuant to Section 7.2.2.3, as applicable) in conformance with this Article 7, as such Final Construction Documents may be subsequently modified, amended or revised as a result of Tenant Changes approved by City in writing pursuant to Section 7.1.7 (or deemed approved by City pursuant to Section 7.2.2.3), shall be the "**Approved Construction Documents**."

**7.1.6 City Requests for Changes or Disapproval of Plans and Specifications.** If City, in accordance with this Lease, reasonably disapproves any proposal for an Improvement

Requiring Approval or the plans and specifications therefor, or reasonably requests that changes be made such reasonable disapproval or request for changes shall be set forth in a written notice to Tenant, which notice shall include, as applicable, the detailed reasons for the disapproval or a detailed description of the requested changes. If the written disapproval notice or request for changes is timely received in accordance with Section 7.2, then upon receipt of such a disapproval notice or a request for changes, Tenant may (a) withdraw its request respecting such Improvement Requiring Approval, (b) prepare and submit for City's review a new proposal, (c) prepare and submit for City's reasonable review revised plans and specifications, or (d) contest the reasonableness or validity of City's disapproval or request for such changes.

7.1.7 Tenant Changes to Approved Construction Documents. In the event Tenant or a Foreclosure Transferee (who, for purposes of this Section 7.1.7 shall also be deemed "**Tenant**") desires to construct the Initial Improvements or any Improvements Requiring Approval with any material change from the then-current set of Approved Construction Documents (each, a "**Tenant Change**"), then, prior to performing any work with respect to such Tenant Change, Tenant shall prepare and submit to City for City's review and reasonable approval a revised set of plans and specifications reflecting such Tenant Change ("**Revised Construction Documents**") and highlighting and detailing such Tenant Change in reasonable detail; and City shall review, approve, disapprove or request changes to such Revised Construction Documents pursuant to the procedures, process, standards, and time periods set forth in this Lease for the review of any other plans and specifications.

7.1.8 Licensed Architect or Engineer. All plans and specifications shall be prepared by a qualified architect working together with qualified engineers, each of which shall be licensed in the State of California to practice the design or engineering activity (including any specialty) they have performed or are to perform.

7.1.9 Exculpation. City's review, approval, disapproval or requests for changes of any plans and specifications shall not constitute the assumption of any responsibility by, or impose any liability upon, City as to the accuracy, efficacy, sufficiency or legality thereof, or the constructability of the improvements detailed therein and shall not affect City's rights or remedies in the event of any loss, damage, claim, cost or expense resulting from any construction performed by or on behalf of Tenant. City does not have and expressly disclaims any right of supervision or control over the architects, designers, engineers or other draft persons and professionals responsible for the drafting and formulation of any plans or specifications of any Improvements, or any right of supervision or control of contractors, builders, trades and other persons engaged in constructing and fabricating the Improvements pursuant to the plans.

## 7.2 City's Review Rights and Limitations.

7.2.1 Limitations on City's Review Rights. All determinations shall be made in City's reasonable discretion and such approvals shall not be unreasonably withheld, conditioned, or delayed.

## 7.2.2 Additional Limitations on City's Review Rights.

7.2.2.1 Previously Approved Elements. City shall not have the right to disapprove or request changes to those elements of any submitted plans and specifications that were clearly depicted, described or specified on plans and specifications previously approved by City (or deemed approved by City pursuant to Section 7.2.2.3) or which are a Logical Evolution of such previously depicted, described or specified elements, provided that such disapproval or request for changes could have been made, but was not made, during City's prior review of such previously approved (or deemed approved) plans and specifications.

7.2.2.2 Timing of Review. With respect to the initial submittal of plans and specifications for each Improvement Requiring Approval, City shall complete its review and notify Tenant in writing of its approval, disapproval or request for changes within fifteen (15) days after Tenant's submission of such plans and specifications to City. If City disapproves or requests changes to any plans and specifications and Tenant resubmits revised plans and specifications to City, City shall review and notify Tenant of its approval or disapproval thereof, or request for further changes thereto, within ten (10) days after Tenant's resubmittal of revised plans and specifications.

7.2.2.3 Deemed Approval of Plans and Specifications. If City fails to provide a City Response within the applicable time period set forth in Section 7.2.2.2, then at the end of such time period, such plans and specifications shall be deemed to have been approved by City.

7.3 Entitlements and Governmental Approvals. Tenant shall obtain all Governmental Approvals necessary to lawfully develop any Improvement on the Premises (including the Initial Improvements) and to perform any Work of Improvement in accordance with the Legal Requirements, and shall be solely responsible for all related fees and costs.

## 7.4 Work of Improvement.

7.4.1 Generally. All Work of Improvement, and any work which might be performed by or on behalf of Tenant on the Premises or property adjacent thereto, shall be carried out in accordance with all applicable Legal Requirements, Governmental Approvals and this Lease. All Work of Improvement shall be performed in a good and workmanlike manner.

7.4.2 Work Stoppage. After commencing any Work of Improvement in, on or around the Premises that is also an Improvement Requiring Approval, in the event Tenant anticipates a work stoppage having a duration in excess of ten (10) Business Days, Tenant shall use commercially reasonable efforts to clear all such areas in which such Work of Improvement was being performed and leave such area cleared for the duration of such work stoppage.

7.5 Emergency Work. Notwithstanding any other notice requirement contained in this Lease, in the event of an emergency that threatens or endangers (a) human life or safety, (b) the Project, (c) the Premises, (d) any Tenant Improvements, and/or (e) any material personal property, then Tenant or City may undertake such measures on or from the Premises as are reasonably necessary to remedy the emergency ("**Emergency Work**"), provided that any such Party (w) acts in good faith, (x) gives prior notice thereof to the other Party upon the occurrence of the emergency

(or as soon thereafter as reasonably possible, if such prior notice is not reasonably possible), (y) uses commercially reasonable efforts to remedy and cure the emergency condition and complete the Emergency Work as promptly as possible, and (z) otherwise conforms, to the extent practicable, to the applicable provisions of this Lease.

7.6 Liens on City's Interests.

7.6.1 Construction Liens. City's interest in the City Estate shall not be subjected to liens or stop notices of any nature by reason of any Work of Improvement or by reason of any other act or omission of Tenant (or of any Person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialman's liens, and Tenant hereby waives the right to file for its own benefit, any such liens and stop notices.

7.6.2 Payment by Tenant. In the event City's fee interest in the Premises becomes subject to any lien or stop notice described in Section 7.9.1, Tenant shall either (a) pay or cause to be paid all related claims and demands (including all associated attorneys' and other fees) within thirty (30) days after receipt by Tenant from City of written notice of such lien or (b) Tenant may contest any such lien, claim, demand or stop notice by furnishing a statutory mechanic's lien bond (or such other assurances as may be acceptable to City in its sole and absolute discretion) to City in compliance with applicable California law. Tenant shall furnish evidence of its payment of any amount required to be paid hereunder promptly upon receipt of written request of City.

7.6.3 Tenant Indemnity. Tenant shall Indemnify City and City's interest in the City Estate, from all obligations and Claims made against City or such property or interests arising from any Work of Improvement, without requirement that City first pay such Claims.

7.6.4 Survival. The provisions of this Section 7.6 shall survive the termination of the Lease.

7.7 Required Notifications. The Parties shall promptly notify each other in writing after obtaining actual (not constructive) knowledge of any of the following:

7.7.1 Any actual litigation affecting the Project;

7.7.2 Other than as set forth during a routine building inspection performed during the course of construction, any communication, whether written or oral, received from any Governmental Authority claiming or asserting that any aspect of the Improvements fails in any respect to comply with any applicable Legal Requirements, or threatening to suspend or revoke any approval by a Governmental Authority;

7.7.3 With respect to Tenant, any presence of Hazardous Substances on the Premises or a Release that may require Remediation; and/or

7.7.4 With respect to Tenant, any cessation of work related to any Improvement Requiring Approval exceeding sixty (60) days except to the extent resulting from Unavoidable Delay.

7.8 City Inspections. Notwithstanding any other City inspection rights set forth elsewhere in this Lease, during the period in which Tenant is conducting any construction of the Initial Improvements or any Improvement Requiring Approval, City shall have the right for itself and its employees, contractors and consultants to enter onto the portion of Premises upon which such construction work is occurring upon such advance notice to Tenant as may be reasonable under the circumstances and otherwise in accordance with Tenant's reasonable safety and site control procedures, for the purpose of (x) inspecting construction and (y) monitoring compliance with the terms and conditions of this Lease or any Approved Construction Documents. City shall not unreasonably interfere with Tenant's construction work during any such activities.

7.9 Compliance with California Labor Code Sections 1720-1780. Tenant shall cause any contractors and other permittees performing any Work of Improvement on behalf of Tenant to comply with the requirements of California Labor Code Sections 1720-1780, if applicable.

## Article 8

### RESTRICTIONS ON TRANSFERS

#### 8.1 Restrictions.

8.1.1 Tenant shall not consummate a Transfer (as defined in Section 8.1.3) without City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Because the Parties hereby acknowledge and agree that City was induced to enter this Lease based in part on Tenant's unique qualifications to construct the Project and commitment to provide ongoing continuity throughout the development process, and because the successful completion and operation of the Project in accordance with this Lease is expected to positively affect the community, it shall be reasonable for City to withhold its consent to any Transfer if City reasonably determines that (a) the proposed Transfer will occur prior to the Completion Date; (b) a proposed transferee's anticipated use of the Premises would be in violation of the terms of this Lease or any Legal Requirement; (c) any of the terms, conditions or restrictions governing Transfers set forth in this Lease will not be satisfied by the proposed Transfer, Tenant, or transferee; or (d) the proposed Transfer would violate any Legal Requirement.

8.1.2 Any purported Transfer that is not approved by City in accordance with this Lease shall not be enforceable against City, and shall be null and void as a Transfer at the written election of City. No voluntary or involuntary successor to any interest of Tenant under such a proscribed Transfer shall acquire any rights whatsoever to or pursuant to this Lease.

8.1.3 "**Transfer**" means (a) any direct or indirect gift, sale, conveyance, assignment, sublease, hypothecation, encumbrance, or other transfer of all or any part of Tenant's interest in or rights under this Lease, or any part of Tenant's interest in or rights to the Premises, the Tenant Estate, or the Project; (b) any grant of control over this Lease or any interest, right, or privilege herein (including the right, without limitation, to manage or otherwise operate the Project); (c) the addition, removal or replacement of one or more general partners in Tenant if Tenant is a limited partnership, except for additions, removals and replacements that do not constitute a Change of Control; (d) the addition, removal or replacement of one or more managing members in Tenant if Tenant is a limited liability company, except for additions, removals and

replacements that do not constitute a Change of Control; or (e) any sales, assignments, or transfers aggregating fifty percent (50%) or more of the stock in a corporation which owns or is a general partner or managing member of Tenant where such sales, assignments, or transfers result in a Change of Control. Notwithstanding the foregoing, “**Transfer**” shall not include: (w) Encumbrances that are approved by City or otherwise permitted pursuant to Article 9; (x) Foreclosure Transfers permitted pursuant to Article 9 or a subsequent Transfer permitted under Section 9.2.2; (y) a Permitted Transfer as set forth in Section 8.4; or (z) a property management contract in compliance with Section 6.4.

## 8.2 Release.

8.2.1 No Release. Except as expressly provided in this Section 8.2, the transferor Tenant shall not be released or relieved of any of its duties, obligations or liabilities under this Lease as a result of or in connection with any Transfer, including without limitation, any Permitted Transfer, and hereby waives any and all surety rights, defenses, exonerations and protections under the California Civil Code.

8.2.2 Release. In the case of a Transfer after the Completion Date that is expressly approved by City in writing and that constitutes a full and complete assignment by a transferor Tenant of all of its right, title and interest in and to this Lease and the Tenant Estate, the transferor Tenant may (at City’s sole discretion) be relieved and released from its duties and obligations as Tenant under the Lease that arise after the effective date of the Transfer if, but only if, the transferee is approved by City and expressly and without reservation assumes all of the duties, obligations and liabilities of Tenant under this Lease and all other related agreements, in writing, in form and substance reasonably acceptable to City and City expressly releases the transferring Tenant.

8.2.3 Permitted Transfer Release. The release set forth in Section 8.2.2 shall not be applicable to any Permitted Transfer unless (a) the Permitted Transfer occurs after the Completion Date, and (b) such Permitted Transfer otherwise complies with all of the other applicable release requirements set forth in Section 8.2.2. Notwithstanding the foregoing provisions of this Section 8.2, a release pertaining to a Foreclosure Transfer or a subsequent Transfer permitted under Section 9.2.2 shall be governed by Section 9.3.

8.3 Assumption by Transferee. Notwithstanding anything apparently to the contrary in Section 8.2, or elsewhere in this Lease, the terms of any Transfer (whether or not such Transfer has been approved by City) shall be deemed to include and incorporate the terms of this Lease, and any putative, attempted or actual Tenant transferee shall have assumed joint and several liability with Tenant for Tenant’s obligations under this Lease and for contract damages under California Civil Code § 1995.330. Such assumption of obligations shall be binding upon any putative, attempted or actual transferee acquiring or attempting to acquire rights under this Lease, and shall inure to the benefit of City and its successors and assigns.

8.4 Permitted Transfers. Tenant may make any of the following Transfers (each a “**Permitted Transfer**”) without City’s consent, provided that (a) Tenant provides written notice to City of Tenant’s intent to effectuate a Permitted Transfer at least ten (10) Business Days in advance of such Transfer (except to the extent prior notice is prohibited by applicable Legal

Requirements, in which event notice will be given as soon as legally permitted) and such notice describes the intended Transfer in sufficient detail for City to reasonably determine that the intended Transfer is a Permitted Transfer under this Section 8.4, (b) Tenant has paid the Profit Participation Payment set forth under Section 8.9, as applicable, and all other applicable provisions of this Lease, (c) except for an assignment to a Phase Tenant pursuant to Section 2.6, no Permitted Transfer shall release Tenant from any part of its obligations under this Lease, and (d) no such Transfer shall result in a Change of Control except as expressly provided in Section 8.4.6, Section 8.4.9, or Section 8.4.10:

8.4.1 The Transfer of ownership of any Beneficial Ownership Interest in Tenant to one or more Affiliates of Tenant or Person already holding a Beneficial Ownership Interest in Tenant as of the Effective Date;

8.4.2 The Transfer to any Person or Persons of a cumulative total (from one or more transfers) equaling up to forty-nine (49%) of the Beneficial Ownership Interest in Tenant;

8.4.3 Provided the Person Controlling Tenant before any such Transfer retains Control of Tenant after such Transfer, a Transfer of more than forty-nine (49%) of the Beneficial Ownership Interest in Tenant;

8.4.4 A Transfer to a spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation;

8.4.5 A Transfer of Beneficial Ownership Interest in Tenant (a) to a member of the immediate family of the transferor (which for purposes of this Lease shall be limited to the transferor's spouse, children, parents, siblings and grandchildren), (b) to a trust for the benefit of a member or members of the immediate family of the transferor, or (c) from such a trust or any trust to the settler or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the Persons listed in Clause (a) of this Section 8.4.5, whether any such transfer described in this Clause (c) is the result of gift, devise, intestate succession or operation of law;

8.4.6 A Transfer of a Beneficial Ownership Interest in Tenant resulting from public trading in the stock or securities of an entity, where such entity is a corporation or other entity whose stock or securities is/are traded publicly on a national stock exchange or is traded in the over-the-counter market and the price for which is regularly quoted in a recognized national quotation services. Such transfers may result in a Change of Control but shall nevertheless be Permitted Transfers and not require notice or the delivery of information to City;

8.4.7 A pledge of membership interests in Tenant to an Encumbrance Holder as security for an Encumbrance and any foreclosure or transfer in lieu of foreclosure in connection therewith;

8.4.8 A Transfer of any membership interest in Tenant that does not result in a Change of Control;

8.4.9 The removal of a managing member of Tenant for cause by the members of Tenant in accordance with the terms of the Tenant's operating agreement and replacement of such managing member with an Affiliate of Tenant, or such other entity approved by City, which

approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that any such replacement managing member shall have at least five (5) years' experience in the development (if the Transfer occurs prior to the Completion Date), operation and management of mixed-used commercial and retail developments of approximately comparable size to the Project and situated in similar urban settings as the Project, and notwithstanding any apparently contrary provisions elsewhere in this Lease, any Transfer made pursuant to this Section 8.4.10 shall be a Permitted Transfer whether or not such transaction results in a Change of Control;

8.4.10 A Transfer of any portion of the Premises to a Phase Tenant pursuant to Section 2.6, whether or not such transaction results in a Change of Control; and

8.4.11 With respect to a Phase financed in whole or in part with Tax Credits, (a) the removal of a general partner if the general partner is replaced by an Affiliate of the Tax Credit Investor, (b) the transfer of the Tax Credit Investor's interest in the Project, or (c) the transfer of any direct or indirect interest in the Tax Credit Investor.

Any consent requirements with respect to a Foreclosure Transfer or a subsequent Transfer permitted under Section 9.2.2 shall be governed by Section 9.2.

8.5 Conditions Precedent to Transfer. Tenant shall satisfy all of the following conditions prior to completion of a Transfer (including a Permitted Transfer, except as expressly provided in this Section 8.5):

8.5.1 Except for a Permitted Transfer, Tenant shall comply with all transfer consent procedures set forth in Section 8.6 and shall have received City's written consent to such Transfer;

8.5.2 Tenant shall have made all payments required under Section 8.9;

8.5.3 In the case of an assignment of this Lease, the proposed transferee shall expressly and unconditionally assume all the duties, obligations, covenants and conditions to be performed by Tenant pursuant to this Lease and all other related agreements, by execution of an instrument in form and substance reasonably satisfactory to City; and

8.5.4 Except for a Permitted Transfer, no uncured Tenant Breach or Tenant Default (or any condition which with the passage of time or the provision of notice may reasonably be expected to become a Tenant Breach or Tenant Default) shall exist hereunder on the date of such Transfer.

8.6 Transfer Consent Procedures. In the case of a Transfer after the Completion Date (or in the case of City's consent to a Permitted Transfer that is an assignment of this Lease and for which a transferring Tenant has requested to be released), when exercising its discretion to approve Transfers as provided in this Article 8 (after receipt of the information described in Section 8.6.2.3) the procedure in Section 8.6.2 shall be followed. The City shall not unreasonably withhold, condition or delay its consent to any proposed post-Completion Date Transfer.

8.6.1 Involuntary Transfers Prohibited. Except as otherwise expressly provided in this Lease, neither this Lease nor any interest in this Lease shall be assignable or transferable in



proceedings in attachment, garnishment or execution against Tenant or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Tenant, or by any process of law or equity.

8.6.2 Procedure. Requests for approval of any proposed Transfer shall be processed in accordance with the following procedures:

8.6.2.1 Tenant shall provide prior written notice to City requesting City's approval of a proposed Transfer ("**Transfer Approval Request**"), which notice shall include all information reasonably required for City to evaluate the proposed Transfer, including without limitation any term sheets, letters of intent, draft assignments or subleases, and any other document that sets forth any information regarding the proposed Transfer and specifically including the information required under Section 8.6.2.1. City shall use its good faith efforts to provide such evaluation regarding completeness promptly. If requested by Tenant, City shall use its good faith efforts to meet with Tenant in order for Tenant to learn what specific information is required to be submitted to City so that Tenant's Transfer Approval Request will be considered to be complete by City. City shall not contact any proposed transferee without prior written notice to Tenant and providing Tenant with an opportunity to attend or participate in any meeting with the proposed transferee.

8.6.2.2 Tenant hereby acknowledges that the time needed for City to review a Transfer Approval Request depends on many factors, including the complexity of the proposed transaction, the financial and other information submitted for review, and the workload of City's personnel. Notwithstanding the foregoing, City shall deliver to Tenant a written consent or refusal to consent stating the specific reasons for disapproval to a proposed Transfer no later than thirty (30) days after the date City receives all of the information required by Section 8.6.2.3. In the event City does not provide its consent or refusal to consent within the thirty (30)-day period, the Transfer Approval Request shall be deemed to have been approved by City.

8.6.2.3 Tenant shall provide City with the following in conjunction with any Transfer Approval Request:

(A) A full description of the transferee, including reasonably detailed information regarding the proposed transferee's experience in the development and construction of improvements similar to any Improvements proposed to be constructed on the Premises after the proposed Transfer;

(B) The proposed transferee's financing plan for the operation of the Premises and for any contemplated Improvements, demonstrating such proposed transferee's financial capability to operate the Premises and construct any proposed Improvements;

(C) A clear description of the terms and conditions of the proposed Transfer, including a description of the proposed use of the Premises and the Project after the proposed Transfer; and

(D) Payment of the Administrative Charge.

8.6.3 Final Documents. Tenant shall provide City with two (2) originals of any assignment and assumption agreement executed by Tenant and the transferee, in form and content as reasonably approved by City ("**Assignment Agreement**"). Upon receipt of the Assignment Agreement, if City determines in its reasonable discretion that Tenant has satisfied all Transfer provisions of this Lease, City will indicate its acceptance of such assignment and assumption by executing and causing to be acknowledged the Assignment Agreement and providing one (1) fully executed original to Tenant and one (1) fully executed original to the transferee. Tenant and the transferee shall each execute and have acknowledged a memorandum of the Assignment Agreement in a form reasonably acceptable to City which Tenant shall cause to be recorded in the Official Records.

8.6.4 Recordation. Upon consummation of any Transfer, the transferee shall cause to be recorded in the Official Records a memorandum of such Assignment Agreement, in a form reasonably acceptable to City.

8.7 Transfer for Cause Pursuant to Operating Agreement or Encumbrance. Notwithstanding any other terms of this Article 8 to the contrary (a) a managing member of Tenant or of Tenant's managing member may be removed and replaced for cause by a non-managing member or an Encumbrance Holder pursuant to the terms of the applicable formation documents and/or operating agreement (if Tenant or its managing member is a limited liability company) or any Encumbrance Holder and (b) a managing member of Tenant or of Tenant's managing member who is a natural person may be succeeded by a non-managing member, limited partner or heir or trust beneficiary if such natural person should die (either, a "**Removal for Cause**").

8.8 Successive Transfers. The provisions of this Article 8 shall apply to each successive Transfer, Tenant, and any transferee in the same manner as initially applicable.

8.9 Payment Upon Transfer of Ownership. During the Term, upon the consummation by Tenant of any Sale (as defined herein) of all or any portion of Tenant's interest in the either (a) the Commercial Project or (b) the Market Residential Project to an unaffiliated third party, Tenant shall pay City, in lawful money of the United States of America, in immediately available funds, without demand, abatement, offset, or deduction, an amount (the "**Profit Participation Payment**") equal to (i) twenty-five percent (25%) of the Sale Excess Net Proceeds (as defined herein) from such Sale, and (ii) the then-current balance of the Public Revenues Capital Account, as shown on Tenant's financial statements. Upon the close of escrow and/or recordation of the grant deed in connection with the consummation of any Sale, Tenant shall deliver to City a certified statement (prepared by an unaffiliated auditor consisting of a nationally recognized certified public accounting firm acceptable to both Parties) detailing the Sale Excess Net Proceeds, as applicable, collected by Tenant pursuant to the Sale, as applicable, and the sum of the Profit Participation Payment due City hereunder. In no event shall any purchaser of all or a portion of Tenant's interest in the Commercial Project or the Market Residential Project be required to pay any Profit Participation Payment to City hereunder. The term "**Sale**" shall mean any direct or indirect gift, sale, conveyance, or assignment of all or any part of Tenant's interest in or rights under this Lease, or any part of Tenant's interest in or rights to the Premises, the Tenant Estate, or the Project. The term "**Sale Excess Net Proceeds**" shall mean, with respect to each Sale, the total consideration received by Tenant less: (x) for any Sale of the Commercial Project, the amount that equals the Total Net Private Investment multiplied by eight and one-half percent (8.5%) and then divided by

five and one-half percent (5.5%); (y) for any Sale of the Market Residential Project, the amount that equals the Total Net Private Investment multiplied by six and one-half percent (6.5%) and then divided by four and one-half percent (4.5%); and (z) any escrow fees, title charges, lender fees or charges, recording costs, brokerage commissions, and attorneys' fees paid by Tenant to any non-affiliate of Tenant in connection with the consummation of the Sale.

## Article 9

### ENCUMBRANCES

9.1 City Approval Required for Financing Event. Tenant shall not consummate a Financing Event without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that City's consent shall not be required for any Permitted Financing Event, provided that the Permitted Financing Event satisfies the terms and conditions set forth in Section 9.1.1:

#### 9.1.1 Permitted Financing Event.

9.1.1.1 By not later than ten (10) days prior to executing the documents associated with Permitted Financing Event ("**Permitted Financing Documents**"), Tenant shall provide the City written notice of the Permitted Financing Event and the Permitted Financing Documents to the City for its review for the purpose of confirming compliance with this Section 9.1. Tenant shall provide the City with one (1) copy of all security devices or instruments recorded by the Parties in connection with any such approved Encumbrance within ten (10) days after the recording date of such Encumbrance, or such later date as Tenant actually receives a copy of the recorded security devices or instruments from the County Recorder.

9.1.1.2 All rights acquired by an Encumbrance Holder under an Encumbrance shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Lease, and to all rights of City hereunder, none of which covenants, conditions, and restrictions are or shall be waived by City by reason of the giving of such Encumbrance. Notwithstanding the foreclosure of any such Encumbrance, Tenant shall remain liable for the payment of the accrued but unpaid rent reserved in this Lease while Tenant remains in possession of the Premises and Improvements.

9.1.1.3 Promptly upon the recording of an Encumbrance, Tenant shall, at its own expense, cause to be recorded in the Official Records a written request for a copy of all notices of default and all notices of sale under the Encumbrance as provided by Legal Requirements to be provided to the City. Inclusion of a request for notice having the effect described above in the body of the recorded Encumbrance shall constitute compliance with this provision.

9.1.1.4 City shall reasonably cooperate with Tenant in connection with any such Permitted Financing Event and, in connection therewith, will enter into amendments of this Lease or other documents that do not cause the City to forego any of its rights under this Lease.

9.1.2 Notwithstanding anything to the contrary set forth in this Lease, the City approvals contemplated under this Article 9 shall be deemed to already have been given as of the

Effective Date with respect to all financing relating to the Initial Improvements, and without limiting the foregoing, the financing relating to the Initial Improvements shall be deemed a Permitted Financing Event provided that the financing related to the Initial Improvements shall be made only for the purpose of financing necessary and appropriate to pay the costs of the Initial Improvements.

9.1.3 Submission to City. Tenant shall submit to City a preliminary loan package and thereafter a complete set of all proposed transaction documents in connection with each proposed Financing Event and payment of the Administrative Charge. The preliminary loan package shall include the loan commitment and any other documents, materials or other information reasonably requested by City. Tenant shall have the right, but not the obligation, to include draft loan documents in the preliminary loan package.

9.1.4 Time to Review; Scope of Review. City shall have thirty (30) days after receipt of substantially complete loan documents in which to grant or withhold final approval of the Financing Event; provided, however, that if the preliminary loan package included draft loan documents that are not materially changed in the substantially complete loan documents, then the foregoing thirty (30)-day period shall be reduced to fifteen (15) days. In the event City does not provide its approval or disapproval within the thirty (30)-day period or the fifteen (15)-day period, as applicable, set forth above, City shall be deemed to have approved the applicable loan package.

9.1.5 Executed Documents. Tenant shall provide City one (1) copy of any and all security devices or instruments as finally executed or recorded by the Parties in connection with any approved Encumbrance within ten (10) days after the recording date of such Encumbrance, or such later date as Tenant actually receives a copy of the recorded security devices or instruments from the County Recorder.

## 9.2 Consent Requirements in the Event of a Foreclosure Transfer.

9.2.1 Foreclosure Transfer. Notwithstanding any apparently contrary provision of Article 8, the consent of City shall not be required with respect to any Foreclosure Transfer or a subsequent Transfer permitted under Section 9.2.2.

9.2.2 Subsequent Transfer By Encumbrance Holder. If the Foreclosure Transferee in a Foreclosure Transfer is an Encumbrance Holder or if the Equity Foreclosure Transferee in a Foreclosure Transfer is an Equity Encumbrance Holder, then such Foreclosure Transferee or Equity Foreclosure Transferee may make one (1) subsequent Transfer of this Lease and/or the Beneficial Ownership Interests in Tenant (as applicable) to a third party without City's consent if such transferee (a) has sufficient resources to satisfy any then-existing Tenant Default or Tenant Breach other than any Excluded Breaches and Defaults and (b) (other than a transferee of Beneficial Ownership Interests in Tenant) expressly agrees in writing to assume and to perform all of the obligations under this Lease, other than Excluded Breaches and Defaults. The right to a single Transfer under this Section 9.2.2 ("**Single Subsequent Transfer**") shall apply to each Foreclosure Transfer in which the Foreclosure Transferee is an Encumbrance Holder or the Equity Foreclosure Transferee is an Equity Encumbrance Holder, so that there may be more than one (1) Single Subsequent Transfer under this Section 9.2.2. Prior to a Single Subsequent Transfer

described in this Section 9.2.2, City shall be provided with evidence reasonably satisfactory to City that the transferee meets the requirements of this Section 9.2.2.

9.3 Effect of Foreclosure. Within fifteen (15) days after a Foreclosure Transfer, the Encumbrance Holder shall give notice to City of such Foreclosure Transfer setting forth the name and address of the Foreclosure Transferee or the Equity Foreclosure Transferee (as applicable) and the effective date of such Foreclosure Transfer, together with a copy of the document by which such Foreclosure Transfer was made.

9.3.1 Assumption of Liability. Any Foreclosure Transferee shall, upon becoming a Foreclosure Transferee, become liable to perform the full obligations of Tenant under this Lease (other than Excluded Breaches and Defaults) accruing from the date on which the Foreclosure Transfer occurred until the date of a subsequent Transfer by such Foreclosure Transferee. Upon a Single Subsequent Transfer by a Foreclosure Transferee or an Equity Foreclosure Transferee in accordance with Section 9.2.2, such Foreclosure Transferee shall be automatically released from any further liability with respect to this Lease, other than for (a) Rent payments, property tax payments, reserve account payments and other monetary obligations arising under explicit terms of this Lease and accruing during such Foreclosure Transferee's period of ownership of the leasehold and (b) Tenant's indemnification obligations under this Lease with respect to matters pertaining to or arising during such Foreclosure Transferee's period of ownership of the leasehold.

9.3.2 Foreclosure Transferee. Following any Foreclosure Transfer that is a Transfer of the leasehold interest under this Lease, City shall recognize the Foreclosure Transferee as the Tenant under this Lease and shall not disturb its use and enjoyment of the Premises, and the Foreclosure Transferee shall succeed to all rights of Tenant under this Lease and this Lease shall be a direct lease between City and such Foreclosure Transferee, provided that the Foreclosure Transferee performs the full obligations of Tenant under this Lease. Pursuant to Section 9.3.5, following any Foreclosure Transfer, which is a Transfer of Beneficial Ownership Interest in Tenant, the foregoing rights under this Section 9.3.3 shall also inure to the benefit of the Equity Foreclosure Transferee.

9.3.3 Encumbrance Holder Liability. No Encumbrance Holder shall become liable to City for any of Tenant's obligations under this Lease unless and until such Encumbrance Holder becomes a Foreclosure Transferee with respect to Tenant's Estate.

9.3.4 No Right to Terminate. Notwithstanding the terms of this Article 9 apparently to the contrary, no Foreclosure Transfer and no Single Subsequent Transfer shall trigger any termination right under this Lease.

9.3.5 Foreclosure of Beneficial Ownership Interest. Following a Foreclosure Transfer with respect to all of the Beneficial Ownership Interests in Tenant:

9.3.5.1 Any and all rights, privileges and/or liability limitations afforded to Foreclosure Transferees in this Article 9 or any other provision of this Lease shall also be afforded to Tenant from and after such Foreclosure Transfer, to the same extent as if the

Foreclosure Transferee had acquired Tenant's Estate directly and became the Tenant under this Lease; and

9.3.5.2 If such a Foreclosure Transfer is to an Equity Foreclosure Transferee, then any and all rights, privileges and/or liability limitations afforded to Foreclosure Transferees who are Encumbrance Holders or Equity Encumbrance Holders in this Article 9, including, but not limited to Section 9.2.2, or any other provision of this Lease shall also be afforded to the Equity Foreclosure Transferee from and after such Equity Foreclosure Transfer, to the same extent as if the Equity Foreclosure Transferee had acquired Tenant's Estate directly and became the Tenant under this Lease.

9.4 No Subordination. City's rights in the Premises and this Lease, including without limitation City's right to receive Rent, shall not be subordinated to the rights of any Encumbrance Holder. Notwithstanding the foregoing, an Encumbrance Holder shall have all of the rights set forth in the security instrument creating the Encumbrance, as approved by City in accordance with Section 9.1 (if such approval was required and, if not required, then as set forth in the Encumbrance), to the extent that such rights are not inconsistent with the terms of this Lease. Such rights include, but are not limited to, the right to commence an action against Tenant for the appointment of a receiver and to obtain possession of the Premises under and in accordance with the terms of said Encumbrance, provided that all obligations of Tenant hereunder shall be kept current, including but not limited to payment of Rent, maintenance of the Project and the cure of all Tenant Breaches or Tenant Defaults hereunder (except Excluded Breaches and Defaults).

9.5 Notice and Cure Rights of Encumbrance Holders. In the event of a conflict between the provisions set forth in this Section 9.5 and the provisions set forth in any other section of this Lease, including the Recitals and Exhibits, the provisions of this Section 9.5 shall prevail.

9.5.1 Right to Cure. Each Encumbrance Holder and Tax Credit Investor shall have the right, but not the obligation, at any time during the term of its Encumbrance or Beneficial Ownership Interest in Tenant (as applicable) and in accordance with the provisions of this Article 9, to do any act or thing required of Tenant in order to prevent termination of Tenant's rights hereunder, and all such acts or things so done hereunder shall be treated by City the same as if performed by Tenant.

9.5.2 Notice of Default. City shall not exercise its right to terminate this Lease or dispossess the Tenant unless and until (a) Encumbrance Holder Notice has been provided to all parties required to be provided such notice under the definition of "Encumbrance Holder Notice," and (b) such Tenant Default or Tenant Breach remains uncured after the expiration of the applicable Encumbrance Holder Cure Period set forth in Section 9.5.3. The Encumbrance Holder Notice shall be sent simultaneously with any similar notice or notices of a Tenant Breach or a Tenant Default that City may be required to provide to Tenant pursuant to Article 18.

9.5.3 Manner of Curing Default. An Encumbrance Holder or a Tax Credit Investor shall have the right and the power to cure any Tenant Breach or Tenant Default specified in an Encumbrance Holder Notice within the periods set forth in this Section 9.5.3 subject to City's right to cure Tenant Breaches and Defaults pursuant to Sections 18.1.4 or 18.3.4, and, if such Tenant Breach or Tenant Default is so cured, this Lease shall remain in full force and effect.

Tenant Breaches and Tenant Defaults may be cured by any Encumbrance Holder or any Tax Credit Investor in the following manner within the time frames set forth below:

9.5.3.1 For Tenant Breaches and Tenant Defaults under Section 18.1.1, an Encumbrance Holder or a Tax Credit Investor shall have thirty (30) days after its receipt of the earliest Encumbrance Holder Notice issued by City setting forth such Tenant Breach or Tenant Default to cure such Tenant Breach or Tenant Default by paying all of the unpaid amount causing such Tenant Breach or Tenant Default, together with any late fee or accrued interest payable thereon (if such late fee or accrued interest are set forth in the Encumbrance Holder Notice) to City or other applicable payee.

9.5.3.2 For Tenant Breaches and Tenant Defaults under Section 18.1.2, an Encumbrance Holder or a Tax Credit Investor shall have thirty (30) days after the later of (a) its receipt of the earliest Encumbrance Holder Notice setting forth such Tenant Breach or Tenant Default and (b) expiration of the Cure Period set forth in Section 18.1.2, to cure such Tenant Breach or Tenant Default by paying the unpaid amount causing such Tenant Breach or Tenant Default, together with any late fee or accrued interest payable thereon (if such late fee or accrued interest are set forth in the Encumbrance Holder Notice) to City, or such other applicable payee.

9.5.3.3 For Tenant Breaches and Tenant Defaults under any of Sections 18.1.3, or 18.1.4, an Encumbrance Holder or a Tax Credit Investor shall have sixty (60) days (as extended by Unavoidable Delay) after the later of (a) its receipt of the earliest Encumbrance Holder Notice setting forth such Tenant Breach or Tenant Default or (b) expiration of the applicable Cure Period set forth respectively in Sections 18.1.3, or 18.1.4, to cure such Tenant Breach or Tenant Default, if such Tenant Breach or Tenant Default can reasonably be cured within such sixty (60) day period; or, if an Encumbrance Holder or a Tax Credit Investor has promptly commenced to cure such Tenant Breach or Tenant Default within such sixty (60) day period and has been diligently prosecuting the same, but such Tenant Breach or Tenant Default cannot reasonably be cured within such sixty (60) day period, then such Encumbrance Holder or a Tax Credit Investor shall be provided with such reasonable additional time as is necessary to complete the cure, provided such Encumbrance Holder or Tax Credit Investor continues to diligently pursue such cure to completion.

9.5.3.4 For Tenant Breaches and Tenant Defaults under Section 18.1.5, an Encumbrance Holder or a Tax Credit Investor shall have (a) sixty (60) days (as extended by Unavoidable Delay) after the later of (i) its receipt of the earliest Encumbrance Holder Notice setting forth such Tenant Breach or Tenant Default or (ii) expiration of the Cure Period set forth in Section 18.1.5, to cure such Tenant Default, if such Tenant Default can reasonably be cured within such sixty (60) day period or (b) if an Encumbrance Holder or a Tax Credit Investor has promptly commenced to cure such Tenant Breach or Tenant Default within such applicable period and has been diligently prosecuting the same, but such Tenant Breach or Tenant Default cannot reasonably be cured within such period, then such Encumbrance Holder or a Tax Credit Investor shall be provided with such reasonable additional time as is necessary to complete the cure, provided such Encumbrance Holder or Tax Credit Investor continues to diligently pursue such cure to completion.

9.5.3.5 For Tenant Defaults under Section 18.1.7 an Encumbrance Holder or a Tax Credit Investor shall have sixty (60) days after the later of (a) its receipt of the earliest Encumbrance Holder Notice setting forth such Tenant Breach or Tenant Default or (b) expiration of the Cure Period set forth in Section 18.1.8 to cure such Tenant Default.

9.5.3.6 For all Tenant Breaches and Tenant Defaults other than as set forth in Sections 9.5.3.1 through 9.5.3.5, an Encumbrance Holder or a Tax Credit Investor shall have sixty (60) days after the later of (a) its receipt of the earliest Encumbrance Holder Notice setting forth such Tenant Breach or Tenant Default or (b) expiration of the applicable Cure Period set forth in Section 18.1 to cure such Tenant Breach or Tenant Default, if such Tenant Breach or Tenant Default can reasonably be cured by an Encumbrance Holder or a Tax Credit Investor within such sixty (60) day period; provided that if an Encumbrance Holder or a Tax Credit Investor has promptly commenced to cure such Tenant Breach or Tenant Default within the applicable period and has been diligently prosecuting the same, but such Tenant Breach or Tenant Default cannot reasonably be cured within the applicable period, then the Encumbrance Holder or Tax Credit Investor shall be provided with such reasonable additional time as is necessary to complete the cure, provided the Encumbrance Holder or Tax Credit Investor continues to diligently pursue such cure to completion.

9.5.3.7 If a non-monetary Tenant Breach or Tenant Default cannot practicably be cured by an Encumbrance Holder or a Tax Credit Investor without the need for such Encumbrance Holder to obtain possession of Tenant's leasehold interest in this Lease or for such Tax Credit Investor to complete a Removal for Cause, or if a Tenant Breach or Tenant Default cannot be cured by an Encumbrance Holder or a Tax Credit Investor (for example, the insolvency of Tenant), then, in each case, if at least one (1) Encumbrance Holder or Tax Credit Investor has delivered to City within sixty (60) days after its receipt of an Encumbrance Holder Notice a written undertaking wherein such Encumbrance Holder or Tax Credit Investor agrees (a) that it will commence foreclosure proceedings, or a Removal for Cause, forthwith, and (b) will cure, or will ensure that the Foreclosure Transferee cures, all Tenant Breaches or Tenant Defaults that can be cured, upon completion of the foreclosure and the resultant Foreclosure Transfer or Removal for Cause, and if thereafter any such Encumbrance Holder actually commences foreclosure proceedings and promptly prosecutes the same to complete the due diligence or any such Tax Credit Investor actually commences a Removal for Cause and prosecutes the same thereafter with due diligence, then the Encumbrance Holder Cure Period shall not commence until completion of such foreclosure proceedings or such Removal for Cause and the resultant Foreclosure Transfer or replacement of the managing member in Tenant; provided, that if such Encumbrance Holder or Tax Credit Investor is prevented from commencing or continuing foreclosure proceedings or Removal for Cause by any bankruptcy stay, or any order, judgment or decree of any court or regulatory body of competent jurisdiction, and such Encumbrance Holder or Tax Credit Investor diligently seeks release from or reversal of such stay, order, judgment or decree, then the Encumbrance Holder Cure Period shall not commence until such stay, order, judgment or decree is released or reversed, and such foreclosure proceedings and the resultant Foreclosure Transfer are thereafter actually commenced and prosecuted thereafter with due diligence to completion. Upon completion of any such Foreclosure Transfer or Removal for Cause, the Foreclosure Transferee or Tax Credit Investor shall have until the expiration of the applicable Encumbrance Holder Cure Periods set forth in this Article 9 to cure the Tenant Breach or Tenant Default giving rise to such Foreclosure Transfer or Removal for Cause, to the extent curable by such Foreclosure



Transferee or Tax Credit Investor (unless such Tenant Breach or Tenant Default has already been cured), and any other Tenant Breaches or Tenant Defaults that may then exist and be curable by such Foreclosure Transferee or Tax Credit Investor. The Encumbrance Holder or Tax Credit Investor shall have the right to terminate its foreclosure proceedings hereunder or Removal for Cause, in the event of a cure of a Tenant Breach or Tenant Default giving rise to such foreclosure proceedings or Removal for Cause.

9.5.3.8 In the event that (a) pursuant to any of Sections 9.5.3.3 through 9.5.3.6, an Encumbrance Holder or a Tax Credit Investor has promptly commenced to cure a Tenant Breach or Tenant Default within the applicable cure period, such Tenant Breach or Tenant Default cannot reasonably be cured by such Encumbrance Holder or Tax Credit Investor within such applicable cure period, such Encumbrance Holder or Tax Credit Investor has been diligently prosecuting a cure, and such Encumbrance Holder or Tax Credit Investor has been provided with such reasonable additional time as is necessary to complete the cure and (b) at any time thereafter City reasonably determines that such Encumbrance Holder or Tax Credit Investor has not continued to act diligently to prosecute such cure to completion, then (x) City may issue an Encumbrance Holder Notice to each then-existing Encumbrance Holder or Tax Credit Investor that falls within the Encumbrance Holder Notice definition and (y) each such Encumbrance Holder or Tax Credit Investor shall have ten (10) Business Days after its receipt of such Encumbrance Holder Notice to commence to cure such Tenant Breach or Tenant Default and for so long as such Encumbrance Holder or Tax Credit Investor continues to diligently prosecute such cure to completion, such Encumbrance Holder or Tax Credit Investor shall be provided with such reasonable additional time as is necessary to complete the cure; provided, however, this Section 9.5.3.8 shall apply only once for any specific cure of any Tenant Breach or Tenant Default and shall not otherwise limit City's remedies under this Lease.

9.5.3.9 In the event that (a) pursuant to Section 9.5.3.7, an Encumbrance Holder or a Tax Credit Investor has delivered to City, within sixty (60) days after its receipt of an Encumbrance Holder Notice, a written undertaking wherein such Encumbrance Holder or Tax Credit investor agreed that it would commence foreclosure proceedings forthwith and would cure, or would ensure that the Foreclosure Transferee would cure, all Tenant Breaches or Tenant Defaults, if curable, upon completion of the foreclosure and the resultant Foreclosure Transfer, and if such Encumbrance Holder or Tax Credit Investor has been provided with such reasonable additional time as is necessary to complete such foreclosure proceedings (or, if such Foreclosure Transfer has occurred and the Foreclosure Transferee has been provided with the applicable Encumbrance Holder Cure Periods within which to cure the Tenant Breach or Tenant Default to the extent curable by such Foreclosure Transferee), and (b) at any time thereafter City reasonably determines that such Encumbrance Holder or Tax Credit Investor has not continued to act diligently to prosecute such foreclosure proceedings to completion or that such Foreclosure Transferee has not cured the Tenant Breach or Tenant Default to the extent curable by such Foreclosure Transferee, then (x) City may issue an Encumbrance Holder Notice to all other then-existing Encumbrance Holders or Tax Credit Investors that fall within the Encumbrance Holder Notice definition and (y) each such other Encumbrance Holder or Tax Credit Investor shall have ten (10) Business Days after its receipt of such Encumbrance Holder Notice (i) to deliver to City a written undertaking wherein such other Encumbrance Holder or Tax Credit Investor agrees that it will commence foreclosure proceedings forthwith and will diligently prosecute the same to completion, and if thereafter any such other Encumbrance Holder or Tax Credit Investor actually

commences foreclosure proceedings and prosecutes the same thereafter with due diligence to completion, then the Encumbrance Holder Cure Period shall not commence until completion of such foreclosure proceedings and the resultant Foreclosure Transfer or (ii) to commence to cure (or to cause the Foreclosure Transferee to cure) such Tenant Breach or Tenant Default, and for so long as such Encumbrance Holder or Tax Credit Investor (or Foreclosure Transferee or Equity Foreclosure Transferee) continues to diligently prosecute such cure to completion, such Encumbrance Holder or Tax Credit Investor shall be provided with such reasonable additional time as is necessary to complete the cure; provided, however, this Section 9.5.3.9 shall be applicable only once during any specific foreclosure proceeding or post-foreclosure prosecution of a cure of any specific Tenant Breach or Tenant Default and shall not otherwise limit City's remedies under this Lease.

9.6 Obligation to Enter Into New Lease. In the event that this Lease is terminated by reasons of bankruptcy, assignment for the benefit of creditors, insolvency or any similar proceedings, by operation of law, or for any other reason, City shall, upon the written request of the senior-most Encumbrance Holder or Tax Credit Investor holding an Encumbrance on Tenant's entire leasehold estate under this Lease enter into a new lease (which shall be effective as of the date of termination of this Lease) with the Encumbrance Holder or Tax Credit Investor that (a) is designated in the written request of the senior-most Encumbrance Holder or Tax Credit Investor that has a Security Interest in this Lease (the "**Designated Encumbrance Holder**") and (b) provides written notice of its desire to enter into a new lease, for the then-remaining Term of this Lease on the same terms and conditions as are then contained in this Lease ("**New Lease**"), provided that the Designated Encumbrance Holder (i) makes its request for a New Lease within thirty (30) days after the date it receives the notice set forth in the following sentence from City, (ii) promptly cures all then-existing monetary Tenant Breaches and Tenant Defaults other than the Excluded Breaches or Defaults and (iii) agrees to cure all then-existing non-monetary Tenant Breaches and Tenant Defaults within the applicable Encumbrance Holder Cure Periods set forth above in Section 9.5.3, and thereafter diligently pursues such cure until completion. City shall deliver an Encumbrance Holder Notice not more than thirty (30) days after the occurrence of such termination, which notice shall state (x) that this Lease has terminated in accordance with this Section 9.6 and (y) that such Encumbrance Holders or Tax Credit Investors have thirty (30) days following receipt of such notice within which to exercise their rights to a New Lease under this Section 9.5, or else they will lose such right. The Designated Encumbrance Holder's election to enter into a New Lease with City pursuant to this Section 9.6 shall be made by giving City written notice of such election within thirty (30) days after the Designated Encumbrance Holder's receipt of the above-described notice from City. Within a reasonable period after request therefor, City and the Designated Encumbrance Holder shall execute the New Lease, and from and after the effective date of the New Lease, the Designated Encumbrance Holder shall have the same rights provided to a Foreclosure Transferee under Section 9.2.2 to a Single Subsequent Transfer that are provided in Section 9.2.2, and shall enjoy all of the other rights and protections that are provided to a Foreclosure Transferee in this Article 9. Any other subsequent transfer or assignment of the Designated Encumbrance Holder's rights and obligations under the New Lease shall be subject to all of the requirements of Article 8. If there are multiple Encumbrance Holders or Tax Credit Investors, then, upon execution of the New Lease, the lien priority of each of the more senior Encumbrance Holders or Tax Credit Investors shall be maintained in accordance with all terms and conditions of such Encumbrances, and the rights of the more junior Encumbrances Holders or Tax Credit Investors shall cease and terminate.

9.7 Participation in Certain Proceedings and Decisions. Any Encumbrance Holder or Tax Credit Investor shall have the right to intervene and become a party in any Arbitration, litigation, Condemnation or other proceeding affecting this Lease to the extent of its security interest herein or in Tenant, but only to the extent Tenant has agreed to such involvement pursuant to the agreements between Tenant and such Encumbrance Holder.

9.8 Fee Mortgages and Encumbrances. Any mortgage, deed of trust or other similar encumbrance granted by City upon its fee interest in the Premises after the Effective Date shall be subject and subordinate to all of the provisions of this Lease and to all Encumbrances and, if requested by Tenant, any Encumbrance Holder, or Tax Credit Investor such fee encumbrancer shall execute such recognition agreement reasonably required by the Tenant, such Encumbrance Holder, or Tax Credit Investor to confirm such subordination.

9.9 No Merger. The leasehold interest created by this Lease shall not merge with the fee interest in all or any portion of the Premises, notwithstanding that the fee interests and the leasehold interests are held at any time by the same Person. This Section 9.9 shall have no effect upon the right of City to terminate the Tenant's leasehold interest by a termination of this Lease in accordance with the terms and provisions of this Lease, including without limitation, this Article 9.

9.10 Encumbrances Generally. Except for Encumbrances created in Permitted Financing Events, and Encumbrances approved by City in writing, Tenant shall not encumber the Tenant Estate or any portion thereof or interest therein with any lien, servitude, covenant or other Encumbrance, and Tenant shall promptly remove any such lien, servitude, covenant or other Encumbrance from title, in the event the Tenant Estate becomes burdened with the same. Notwithstanding the forgoing, Tenant shall not encumber or purport to encumber, by means of an Encumbrance or otherwise, (a) any portion of the Premises that is not part of the Tenant Estate or (b) any portion of the City Estate.

9.11 Notice of Default Under an Encumbrance. Tenant shall promptly deliver to City a true and correct copy of any notice of default, notice of acceleration or other notice regarding a Tenant default under an Encumbrance after Tenant's receipt of the same.

## Article 10

### AUTHORIZED REPRESENTATIVES

10.1 Designation. Each Party may designate one or more authorized representatives (each an "**Authorized Representative**") who may be any Person authorized or empowered by a Party in writing to act for, on behalf of, or in place of, that Party. The authority of each Authorized Representative shall be limited to the subject matter stated in the written authorization.

10.2 City's Authorized Representative. City's Authorized Representative for the purposes of this Lease is the City Manager. Notwithstanding the foregoing, City may, by providing notice to Tenant, from time to time, authorize and empower other City employees to act as City's Authorized Representative either for all or limited purposes under this Lease, and such Authorized Representative may by notice to Tenant re-delegate their authority for limited purposes under this Lease.

10.3 Tenant's Authorized Representatives. Tenant's Authorized Representative for the purposes of this Lease is, as of the Effective Date, David Abasta. Notwithstanding the foregoing, Tenant may, by providing notice to City, from time to time authorize and empower other Tenant employees or representatives to act as the Tenant's Authorized Representatives either for all or for certain limited purposes under this Lease.

## Article 11

### ENVIRONMENTAL MATTERS

11.1 Environmental Compliance. Tenant shall at all times comply, with all applicable Environmental Laws affecting the Premises at Tenant's expense. Tenant shall maintain in effect all permits, licenses and other Governmental Approvals relating to Hazardous Substances required for Tenant's use of the Premises. Tenant shall make all disclosures required by any Environmental Law and shall comply with all orders issued by any Governmental Authority having jurisdiction over the Premises with respect to Tenant's use of the Premises, and take all action required by such Governmental Authorities to bring Tenant's activities on the Premises into compliance with all applicable Environmental Laws.

#### 11.2 Environmental Indemnity.

11.2.1 By City. City shall Indemnify the Tenant Indemnified Parties from and against all Claims (except Claims for business interruption, loss of profit, consequential, or punitive damages) arising out of or relating to a Release of a Hazardous Substance on or adjacent to the Premises (a) prior to the Commencement Date and (b) after the Commencement Date to the extent such Release was caused by the negligence or willful misconduct of City or any City Indemnitor during the Term of this Lease.

11.2.2 By Tenant. Subject to Section 11.2.1, Tenant shall Indemnify the City Indemnified Parties from and against all Claims (except Claims for business interruption, loss of profit, consequential, or punitive damages) arising as a result of or relating to (a) the existence of any Hazardous Substances on or within the Premises or the Project (excluding Migratory Conditions), (b) any actual, threatened or suspected post-Commencement Date Release of Hazardous Substances, and (c) CEQA violations with respect to the Premises or the Project. Notwithstanding the foregoing, Tenant shall have no obligation to Indemnify any City Indemnified Party to the extent that any Claim arises from any action or event occurring after the termination of this Lease, and the cessation of any responsibilities or obligations under this Lease.

11.2.3 Costs Included; Survival. The Indemnity obligations created hereunder shall include, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any Investigation, and any and all costs incurred in connection with any Remediation of the Premises, together with reasonable attorneys' fees and costs. Notwithstanding the foregoing, an indemnified party shall not incur any costs (except in connection with an emergency) or settle any Claims related to any matters for which such Party seeks indemnification from the other Party without first delivering to the indemnifying Party notice of such costs and Claims and providing the indemnifying Party the reasonable opportunity to reduce, eliminate or

incur such costs and dispute any such Claim or other matter. The obligations of the Parties hereunder shall survive the expiration or earlier termination of this Lease.

11.2.4 Cooperation. Tenant and City shall cooperate with one another to allow the responsible Party to Investigate and Remediate any Release, Migratory Condition, or Excavation Condition, as the case may be.

11.3 Acknowledgment by Tenant. Tenant acknowledges it has been informed, pursuant to the provisions of the California Health & Safety Code § 25359.7, that Hazardous Substances may be located in, on, under or around the Premises, and that it has also been notified, pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §§ 25249.5 *et seq.*, that detectable amounts of chemicals known to the State of California to cause cancer, birth defects or other reproductive harm may be found in, on, under, or around the Premises.

11.4 Use of Hazardous Substances. Tenant shall not generate, use, store, release, dump, transport, handle or dispose of any Hazardous Substances on the Premises or the Project; provided, however, that Tenant and its permittees may use, store, handle and transport Permitted Hazardous Substances on the Premises. Tenant and its permittees shall: (a) use, store, handle and transport such Permitted Hazardous Substances in accordance with all Environmental Laws; and (b) not construct, operate or use disposal facilities for Permitted Hazardous Substances on the Premises or within any Improvements located thereon.

11.5 Notices. If at any time Tenant or City shall become aware, or have reasonable cause to believe, that any actionable level of Hazardous Substance has been Released or has otherwise come to be located on, beneath or adjacent to the Premises or Property, such Party shall, as soon as reasonably possible, upon discovering the Release or the presence or suspected presence of the Hazardous Substance, give oral and written notices, as soon as reasonably possible, of that condition to the other Party. In addition, the Party first learning of any of the following, shall, as soon as reasonably possible, give notice to the other Party of: (a) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws with respect to the Premises; (b) any claim made or threatened by any Person against City, Tenant or the Premises arising out of or resulting from any asserted actionable level of Hazardous Substances; and (c) any reports made to any Environmental Agency arising out of or in connection with any asserted actionable level of Hazardous Substance with respect to the Premises.

## Article 12

### INSURANCE

12.1 Tenant's Insurance (Occupancy Period). Without limiting Tenant's Indemnification of City pursuant to the terms and conditions of this Lease, during the Term of this Lease and after the Completion of the Initial Improvements, Tenant shall provide and maintain (or cause such other entity to provide and maintain as set forth below) the following insurance issued by companies approved to transact business in the State of California by the Insurance Commissioner and having a "general policyholders rating" of at least A:VII (or such higher rating

as may be required by an Encumbrance Holder) as set forth in the most current issue of "A.M. Best's Key Rating Guide" or an equivalent rating from another industry-accepted rating agency.

**12.1.1 General Liability.** General Liability insurance (written on Insurance Services Office ("ISO") policy form CG 00 01 or its equivalent, or such other form as acceptable to City) and endorsed to name City as an additional insured, with limits of not less than the following:

General Aggregate:	\$10,000,000
Products/Completed Operations Aggregate:	\$10,000,000
Personal and Advertising Injury:	\$5,000,000
Each Occurrence:	\$5,000,000

Tenant may satisfy the above coverage limits with a combination of primary coverage ("**Primary Coverage**") and excess liability coverage ("**Umbrella Coverage**") as long as (a) Tenant's Primary Coverage is at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate, and (b) the combination of such Primary Coverage and Umbrella Coverage provides City with the same protection as if Tenant had carried primary coverage for the entire limits and coverages required under this Section 12.1.1.

**12.1.2 Auto Liability.** Auto Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable. If Hazardous Substances (other than in de minimis amounts) are to be transported off the Premises by Tenant and such coverage is not provided by any other insurance obtained pursuant to this Lease, an MCS 90 endorsement and a CA 99 48 endorsement shall be attached, at full policy limits, to such Tenant automobile liability insurance policy. During any period of operation of valet parking facilities, Tenant also shall require the parking contractor to provide Garagekeeper's Legal Liability coverage, (written on ISO form CA 99 37 or its equivalent) with limits of not less than one million dollars (\$1,000,000) for this location. The coverage in this Section 12.1.2 shall be carried by Tenant, its property manager, and/or parking contractor (as applicable).

**12.1.3 Workers' Compensation and Employer's Liability Insurance.** Provided Tenant has any employees, a policy of worker's compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all Persons employed by Tenant that provide work or services on or from the Premises or any portion of the Project, including work or services related to design, construction and management of construction and the conduct of Tenant's operations on the Premises (including the "all states" and volunteers endorsements, if applicable), together with employer's liability insurance coverage in the amount of at least one million dollars (\$1,000,000) per accident for bodily injury or disease.

**12.1.4 Property Insurance.** Beginning on the Completion Date and continuing thereafter throughout the Term, Tenant shall provide coverage for Lessor's property and any

improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and flood, and including ordinance or law coverage, in an amount equal to the full replacement cost thereof (including costs attributable to a change in laws), without deduction for depreciation (the “**Full Replacement Cost**”), with such reasonable deductible amounts as may be Customary from time to time in other institutional investment grade properties similar to the Project. Insurance proceeds shall be payable to the Lessee and Lessor as their interests may appear. Such “special form” policy of property insurance or equivalent shall insure against the risk of (excluding loss or damage by earthquake), fire, windstorm, aircraft, vehicle, smoke, water, riot, civil commotion and certified terrorist acts.

12.2 Tenant’s Insurance (Construction Period). For construction projects on the Premises, including the Initial Improvements and any other Works of Improvement, Tenant or Tenant’s contractor or subcontractors will provide the following insurance (City reserves the right to reasonably determine the coverage and coverage limit required on a project-by- project basis).

12.2.1 Builder’s Risk Course of Construction. Upon commencement of vertical construction of the Project, such insurance shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30) or equivalent. This insurance shall be endorsed to include ordinance or law coverage, coverage for temporary offsite storage, debris removal, testing, excavation costs, landscaping, shrubs and plants with agreed upon sub limits. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, against loss or damage until completion and acceptance by Tenant. Such coverage shall provide a per occurrence deductible of no greater than five percent (5%) of the value insured for all other perils.

12.2.2 General Liability. Such insurance shall be written on ISO policy form CG 00 01 or its equivalent with limits as reasonably required by the City for such Development Work. The products/completed operations coverage shall continue to be maintained for the following periods: (a) in the case of the Initial Improvements, three (3) years after the Completion Date, or (b) in the case of Works of Improvement after the Completion Date, such period after the date such Improvements are completed and accepted by Tenant as reasonably determined by City, but not to exceed three (3) years after such completion and acceptance.

12.2.3 Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability as reasonably required by City for the applicable Development Work. Such insurance shall include coverage for all “owned,” (if any) “hired” and “non-owned” automobiles, or coverage for “any auto.”

12.2.4 Professional Liability. Such insurance, which may be provided by the provider of professional services, shall cover liability arising from error, omission, negligent or wrongful act of the contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.). This coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of the Work of Improvement. The limits of the coverage required under this Section 12.2.4 shall be no less than (a) two million dollars (\$2,000,000) with respect to the prime architect for the Development Work (or such lesser amount as required by City for the

prime architect in connection with any subsequent Work of Improvement), and (b) two million dollars (\$2,000,000) with respect to each other contractor, subcontractor, architect, engineer, surveyor or other licensed professional rendering services in connection with the design or construction of the Development Work, provided that City shall have the discretion to revise the coverage limits under this clause (b) if appropriate in the judgment of City based on the nature and scope of the services being provided.

12.2.5 Workers Compensation and Employers' Liability. Such insurance shall satisfy statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1,000,000 per accident. Such policy shall be endorsed to waive subrogation against the City for injury to the Tenant's or Tenant's contractor's employees. If Tenant or Tenant's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the City as the Alternate Employer, and the endorsement form shall be modified to provide that City will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

12.2.6 Asbestos Liability or Contractor's Pollution Liability. Such insurance shall be required, if construction requires remediation of asbestos or pollutants, and if such insurance is available. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with testing, monitoring and treatment of asbestos in compliance with governmental mandate or order, if insurable and available at commercially reasonable rates. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the contractor's or subcontractor's Automobile Liability Insurance. Contractor shall maintain limits as reasonably required by City for the applicable Development Work.

### 12.3 Other Insurance Requirements

12.3.1 Additional Insureds. City, its directors, officers and employees, shall be named as additional insureds under the commercial general liability insurance policies (utilizing ISO Additional Insured Endorsement Form CG 20 10 11 85 or equivalent, such as CG 20 33 7 04 and CG 20 37 10 01 (if attached to the policy together) or CG 20 10 10 93 and CG 20 37 10 01 (if attached to the policy together)) required to be maintained hereunder pursuant to Section 12.1.1, the excess liability insurance policy required to be maintained hereunder pursuant to Section 12.1.1, the Contractor's Pollution Liability insurance policies required to be maintained hereunder pursuant to Section 12.2.6, and each such policy shall provide for severability of interests.

12.3.2 Primary Coverage. Other than for policies required pursuant to Sections 12.1.3 and 12.2.4, each insurance policy required hereunder shall expressly provide that for any claims made thereunder, Tenant's insurance coverage (or its contractor's or subcontractor's insurance coverage, if applicable) shall constitute primary insurance with respect to City, its directors, officers and employees. Any insurance or self-insurance maintained by City, its subsidiaries, officials and employees shall be excess of Tenant's insurance coverage, and that of



its contractors and subcontractors, and any other valid and collectable insurance, and shall not contribute with any of the same.

**12.3.3 Separate Application.** The Commercial General Liability insurance coverage, Automobile Liability insurance coverage, Excess Liability insurance coverage, the Contractor's Pollution Liability and Asbestos Liability insurance coverage required to be maintained by Tenant and/or its contractors or subcontractors hereunder shall apply separately to each party named as an additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**12.3.4 Notification of Incidents.** Tenant shall provide notice to City within thirty (30) Business Days after Tenant obtains knowledge of the occurrence of any accidents or incidents in connection with the Premises or the Project that could give rise to a claim in excess of two hundred fifty thousand (\$250,000), in Constant Dollars, under any of the insurance policies required under this Article 12.

**12.3.5 Compliance.** Tenant shall reasonably comply with the requirements of any insurance carrier providing insurance pursuant to this Lease; provided that such provisions do not conflict with the provisions of this Lease.

**12.3.6 Acceptability of Insurers.** Insurance required to be maintained pursuant to this Article 12 shall be written by companies approved to do business in California by the California Department of Insurance and having a "**General Policyholders Rating**" (as that term is defined in the "A.M. Best's Key Ratings Guide") of at least than A,VII (or such higher rating as may be required by an Encumbrance Holder) as set forth in the most current issue of "A.M. Best's Key Rating Guide" or an equivalent rating from another industry-accepted rating agency. Notwithstanding the foregoing, Tenant shall be permitted to utilize non-California admitted carriers with respect to any coverages required hereunder that are not available at commercially reasonable rates from California admitted carriers.

**12.3.7 Certificates, Cancellation and Modifications.** Tenant shall deliver to City certificates of insurance with original endorsements on forms reasonably acceptable to the Parties evidencing all coverages required of Tenant by this Article 12. Any endorsements shall be signed by a Person authorized by the insurer to bind coverage on its behalf. All certificates for coverages related to construction shall be delivered to City prior to and as a condition precedent to the commencement of such construction work. Tenant shall use its best efforts to furnish City with original certificates of renewal or "binders" thereof at least ten (10) days following expiration of any policy of insurance required hereunder, but in all events shall furnish the same prior to the expiration of any such policy. Each certificate of insurance required hereunder shall expressly provide that the insurer shall provide to Tenant, who shall in turn provide City, at least thirty (30) days' prior written notice before insurance policies evidenced thereby shall be cancelled, non-renewed or otherwise modified, except in the case of cancellation for nonpayment of premium, in which case cancellation shall not take effect until after at least ten (10) days' prior written notice has been given to City and each additional insured thereunder. Tenant shall deliver to City all supporting documentation (including copies of policies) for any insurance coverage required under this Article 12 reasonably requested by City.

12.3.8 No Self Insurance. Other than the deductibles allowed hereunder, neither Tenant nor its contractors or subcontractors shall self-insure any of its insurance obligations hereunder.

12.3.9 No Blanket Coverage without Site Specific Limits. None of the insurance coverage required under this Article 12 may be satisfied by a blanket coverage policy that covers property or projects other than the Premises or the Project, except that (a) the Excess insurance coverage as permitted under Section 12.1.1 may be satisfied by a blanket coverage policy if such policy contains provisions or comes with an endorsement that in each case (i) is reasonably acceptable to City and (ii) sets forth a separate, site-specific, general aggregate annual coverage limit for the Premises of at least two million dollars (\$2,000,000) on a following form basis, (b) the Premises insurance coverage required under Section 12.1.4 may be satisfied by a blanket coverage policy if (i) the Full Replacement Cost under such blanket coverage policy is not less than twenty percent (20%) of the total insurable value of all property covered under such blanket coverage policy and (ii) the total insurable value of all property covered under such blanket coverage policy is not less than the Full Replacement Cost of all property covered under such blanket coverage policy, and (c) the Contractor's Pollution Liability Insurance may be satisfied by a combined Environmental Impairment Liability Site Coverage/Contractor's Pollution Liability policy having blanket coverage, if the total combined coverage limit under such policy is not less than two million dollars (\$2,000,000).

12.4 Waiver of Subrogation. Each of Tenant and City hereby waives any right it may have against the other Party with respect to claims covered by the insurance required under this Lease. Each of Tenant and City, on behalf of its respective insurance company, waives any right of subrogation that it and its insurance company may have against the other Party or the other Party's insurer. All such insurance policies obtained by Tenant or City (whether or not required hereunder) shall be required to contain a waiver of subrogation against the other Party and any insurance carried by the other Party.

12.5 Modification of Insurance Requirements. The requirement to obtain and maintain any particular insurance in accordance with this Article 12 may be modified or waived if the Parties agree to such modification or waiver in writing and if such waiver or modification would not violate the terms of any Encumbrance. The Parties acknowledge that over the Term of this Lease, it is likely that the insurance market will change such that certain coverage set forth herein will no longer be available, other coverage not set forth herein will become prudent business practice, and/or the limits of liability and deductibles set forth herein will no longer provide City with adequate protection. As such, the Parties hereto agree to modify the insurance coverage hereunder at any time either Party deems such coverage to no longer be consistent with prudent risk management practices utilized in other similar development projects, taking into account then-existing insurance market conditions and utilizing reasonable business judgment. Each Party agrees to act reasonably with respect to any request from the other Party to alter the insurance obligations set forth in this Article 12. In the event that a Party requests that the insurance obligations set forth in this Article 12 be altered, but the Parties cannot agree to the terms of such an alteration, then, after ninety (90) days have elapsed from the date of the request for alteration, either Party may initiate Arbitration pursuant to Article 28 of this Lease. The Parties acknowledge that in the absence of any evidence suggesting that any insurance requirement set forth herein is no longer available at commercially reasonable rates, Tenant's mere inability to pay shall not be

deemed good cause to alter any such insurance requirement. Notwithstanding the forgoing, City shall never be required to provide insurance coverage under this Lease.

12.6 Commercially Reasonable Standard. Where Tenant's requirement to obtain insurance coverage under this Article 12 is subject to such coverage being available at commercially reasonable rates, and in the event such coverage is deemed by Tenant to be unavailable at such commercially reasonable rates, Tenant shall promptly notify City and all Encumbrance Holders of the same. The Parties and such Encumbrance Holders shall meet as soon as is reasonably practicable thereafter to discuss (i) such insurance requirement, (ii) the efforts taken by Tenant in an attempt to procure such insurance at commercially reasonable rates, and (iii) possible solutions. If the Parties and all such Encumbrance Holders agree that such insurance is not available at commercially reasonable rates, then before waiving such coverage requirement, they shall attempt to do one or more of the following in an effort to reduce the cost of such insurance to commercially reasonable levels: (a) reduce the required coverage limit; (b) increase the deductible amount; (c) alter other requirements with respect to such coverage (e.g. reducing the required General Policyholders Rating); and (d) switch to other, similar insurance coverage. The Parties and all Encumbrance Holders agree to act in good faith in such endeavors.

12.7 No Representation of Coverage Adequacy. The coverages required under this Article 12 are not a representation by City as to the adequacy of such coverages to protect Tenant's interests in the Master Project or Tenant Estate and such coverage limits shall not limit any liabilities or indemnities of Tenant under this Lease.

12.8 Adjustment to Amount of Liability Coverage. The amounts of liability insurance required under Section 12.1.1, Section 12.1.2 and Section 12.1.3 shall be subject to adjustment as of each fifth (5th) anniversary of the Effective Date (each, an "**Insurance Renegotiation Date**"), consistent with the amounts of such liability insurance then being required by City under similar ground leases for comparable developments, including any adjustments then being approved by City (if any), based on differences in size, scope, uses or risks between the Premises and such other developments. If City and Tenant cannot agree upon the amount of insurance by the sixtieth (60th) day preceding an Insurance Renegotiation Date, the matter shall be resolved by binding Arbitration in accordance with Article 28 where the arbitrator shall be charged with determining whether the insurance amounts, coverage, or terms should be modified or changed in order for the Premises to have the coverage typically maintained by other first-class commercial developments that are part of larger mixed-use projects in the Los Angeles metropolitan area, as applicable. In no event shall the amounts of liability insurance be decreased as a result of such renegotiation or Arbitration. Following such renegotiation or Arbitration, the Parties shall execute an amendment to this Lease setting forth the renegotiated insurance provisions or the Arbitration judgment, as appropriate.

## Article 13

### INDEMNITY

#### 13.1 Tenant Indemnity.

13.1.1 General Indemnity. Tenant shall Indemnify City Indemnified Parties from and against all Claims caused by or arising directly or indirectly from (a) Tenant's use,

occupancy or operation of the Premises or the Project and (b) any act or omission of any Tenant Party which constitutes (i) a breach of any Tenant obligation under this Lease, (ii) negligence by a Tenant Indemnitor, or (iii) willful misconduct by a Tenant Indemnitor, including acts or omissions related to the design, construction, use, operation, repair, or maintenance of the Premises and the Project and Claims, in each case without requirement that such Claims be paid first by any City Indemnified Party. Tenant shall not be liable to any City Indemnified Party for property damage or bodily injury to the extent that such damage or injury is caused by the negligence or willful misconduct of any City Indemnified Party.

13.1.2 No Protected Contractor or Construction Contract. Tenant acknowledges and agrees that it has entered into this Lease and shall perform any actions under it in furtherance of Tenant's interests and not for the benefit of, or as a contractor, subcontractor or supplier of goods or services (each a "**Protected Contractor**") for or to City. Consequently, it is the intention of City and Tenant that this Lease not be construed as containing provisions, clauses, covenants, or agreements contained in, collateral to, or affecting any construction contract with a public agency (each a "**Construction Contract**") pursuant to California Civil Code Sections 2782 *et seq.*, as it may be amended ("**Section 2782**"), or that Tenant be considered a Protected Contractor under Section 2782.

13.1.2.1 Protected Contractor Indemnity. If, despite the explicit terms and conditions of this Lease, Tenant is determined by a court of competent jurisdiction to be a Protected Contractor when fulfilling certain of its rights or duties under this Lease, then, solely with regard to indemnities for Claims arising from such rights or duties that such court has determined to be the rights or duties of a Protected Contractor, Tenant shall not be subject to any indemnities set forth elsewhere in this Lease and shall be subject only to the following indemnities: Tenant shall Indemnify the City Indemnified Parties from and against all Claims caused by or arising directly or indirectly from any act or omission by any Tenant Indemnitor, related to the construction or maintenance of the Premises, and the Project; provided, however, Tenant shall not be responsible for indemnifying City Indemnified Parties for (a) liability resulting from City Indemnified Parties' sole negligence, willful misconduct or active negligence or (b) any other liability for which Tenant is not permitted to Indemnify City under Section 2782.

13.1.3 No Design Professional Contract. Tenant acknowledges and agrees that it has entered into this Lease and shall perform any actions under it in furtherance of Tenant's interests and that this Lease is not a contract for the provision of design professional services to a public agency (a "**Design Professional Contract**") and that Tenant is not a "design professional" as defined in California Civil Code Section 2782.8, as it may be amended ("**Section 2782.8**"). Consequently, it is the intention of City and Tenant that this Lease not be construed as containing provisions, clauses, covenants, or agreements contained in, collateral to or affecting a Design Professional Contract.

13.1.3.1 Design Professional Contract Indemnity. If, despite the explicit terms and conditions of this Lease, it is determined by a court of competent jurisdiction to be a contract for design professional services, then, solely with regard to indemnities for Claims arising from the rights or duties that the presiding court has determined to be rights or duties associated with the provision of design professional services, Tenant shall not be subject to any indemnities set forth elsewhere in this Lease and shall be subject only to the following indemnities: Tenant

shall Indemnify City Indemnified Parties from and against all Claims (a) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Tenant Indemnitor that is determined to be a design professional in connection with or related to design professional work for the Premises and the Project or (b) for which Tenant is permitted to Indemnify City under Section 2782.8.

13.1.4Survival. The Indemnity obligations under this Lease shall survive any expiration, termination or assignment of this Lease.

## Article 14

### PERMITTED SUBLEASES

14.1 Right to Sublease. This Lease was entered into, in part, to allow Tenant to improve and develop the Premises with the Project, and to allow Tenant to enter into subleases, rental agreements or other occupancy and/or usage agreements for purposes of operating the Project, and deriving profit therefrom. Therefore, Tenant may, without the need for the prior written consent of City, enter into subleases, rental agreements or other occupancy and/or usage agreements for a portion of the Project provided that (a) the term of such subleases, rental agreements or other occupancy and/or usage agreements does not exceed the Term of this Lease, (b) each sublease, rental agreement or other occupancy and/or usage agreement is made pursuant to a written agreement executed by Tenant and a respective subtenant who shall occupy or use space in the Project in accordance with all of the terms and provisions of this Lease, and (c) no such single sublease or license agreement pertains to more than fifteen thousand (15,000) rentable square feet in the Project.

14.2 Major Subleases. Tenant shall not enter into any Major Sublease or sublease or license agreement pertaining to more than fifteen thousand (15,000) rentable square feet in the Project without City's prior written consent, which shall not be unreasonably withheld or delayed. By not later than thirty (30) days after receiving Tenant's request for City's consent, City shall complete its review and notify Tenant in writing of its decision, or if additional documentation is required by the City, provide Tenant with a written request therefor. If City fails within such thirty (30) day period to provide Tenant with a written response to Tenant's request for written consent, or, if City fails within thirty (30) days after receipt of additional documentation from Tenant, then at the end of such time period, City shall have been deemed to have given consent for purposes of this Section 14.2.

14.3 Subordination, Non-disturbance and Attornment. At the request of Tenant, City shall execute a subordination, non-disturbance, and attornment agreement, and such other instruments as may be reasonably requested by any lender of Tenant on commercially reasonable terms.

14.4 Rent Roll. Upon written request by City, Tenant shall promptly provide to City a rent roll for the Premises.

## Article 15

### DAMAGE OR DESTRUCTION

15.1 Damage; Notice; Application for Insurance Proceeds; Restoration of Access. If any damage to or destruction of the Project, or any part thereof, resulting from any cause whatsoever (“**Damage**” and its semantic derivations including “**Damaged**”), occurs during the Term, Tenant shall:

15.1.1 Give prompt notice thereof to City;

15.1.2 At its sole cost and expense, to the extent of available Insurance Proceeds, promptly (subject to Unavoidable Delay) take all actions reasonably necessary to assure that the damaged improvements do not constitute a nuisance or otherwise present a health or safety hazard; and

15.1.3 As soon as is reasonably practicable hereafter, submit a claim to its insurer(s), if such Damage is required to be covered by insurance under this Lease.

### 15.2 Obligation to Restore; Limited Right of Termination.

15.2.1 Obligation to Reconstruct. Except as set forth in Section 15.2.2, Tenant shall expeditiously repair, reconstruct and restore (“**Restore**” or “**Restoration**”) Damage to the Improvements to bring them to a condition and design that is as near as reasonably possible to the condition and design of such Improvements prior to the event that caused the Damage, all in accordance with all applicable Legal Requirements and the provisions and requirements of this Lease.

15.2.2 Limited Right of Termination. Provided Tenant has met all of its obligations under Sections 15.1.1 and 15.1.2 and Article 19, Tenant may, with the written approval of each Encumbrance Holder that has provided its name and notice information to City, terminate this Lease if either one of (a) or (b) below occurs:

(A) If material Damage to the Improvements occurs during the last five (5) years of the Term; or

(B) Subject to Section 15.6, if the Improvements have been subject to Damage caused by a casualty that was not required to be insured against by Tenant or the cost to Restore exceeds the sum of the available Insurance Proceeds available to Tenant plus the allowed deductible amount.

15.2.3 Termination. Tenant may terminate this Lease pursuant to Section 15.2.2 by giving City notice within ninety (90) days after the occurrence of such Damage, and this Lease shall terminate ninety (90) days after City’s receipt of such notice. If Tenant elects to terminate the Lease pursuant to Section 15.2.2, Tenant shall be entitled to retain (subject to Sections 15.4 and 15.6) the Insurance Proceeds applicable to the Damage.

15.2.4 Effect of Termination. Upon a termination of this Lease pursuant to Sections 15.2.2 and 15.2.3, all such agreements shall terminate.

15.3 Restoration. If this Lease is not terminated as provided in Section 15.2.2, subject to Section 15.4, Tenant shall, diligently proceed to Restore the Damaged portions of the Improvements. Tenant shall commence such Restoration no later than three-hundred sixty five (365) days following the occurrence of the Damage, subject to Unavoidable Delay; provided that if greater than twenty-five percent (25%) of the estimated cost of such Restoration is to be covered by Insurance Proceeds and such Insurance Proceeds are not available within that period or if such Insurance Proceeds are required to be paid to an Encumbrance Holder permitted by the terms of this Lease and Tenant is seeking third party financing to fund Restoration costs which such Insurance Proceeds would have funded, such work may commence promptly after the date the Insurance Proceeds or such financing becomes available but in no event more than three (3) years following the occurrence of the Damage, subject to Unavoidable Delay. Once Tenant commences such Restoration, Tenant shall diligently prosecute it to completion. City shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, as a result of any delays in completion of any Restoration caused by City; provided, however, that if Tenant submits notice of a delay caused by City, to City, within fifteen (15) days after the commencement of such delay, and City agrees in its reasonable discretion that such a delay exists, then from the date of such notice to City until the date upon which City reasonably determines such delay has ended, all deadlines for Tenant's commencement and completion of the Restoration shall be extended by the number of days City determines that such delays exist.

15.4 Rights of Encumbrance Holders. The disbursement of Insurance Proceeds shall be subject to the rights of the Encumbrance Holders, as set forth in their respective Encumbrances and as permitted by law, to control the disbursement of any such Insurance Proceeds. If any Encumbrance Holders exercise their rights to retain any Insurance Proceeds pursuant to this Section 15.4, but other Insurance Proceeds remain, those Insurance Proceeds shall be prioritized as set forth in Section 15.6.

15.5 Obsolete Improvements. Notwithstanding any other provision of this Article 15 that requires Tenant to Restore Damaged Improvements, if any Damaged Improvements are reasonably determined by Tenant to have been functionally obsolete immediately prior to such Damage, Tenant shall not be required to Restore them to their prior condition, but rather, the Parties shall meet and confer in order to reach a good faith resolution as to: (a) whether and how alternative Improvements can be built and operated in a useful and viable manner and (b) in the case of Damage (but not full destruction), the most appropriate and cost effective way to deal with the remaining undamaged portion of the Improvements. Any material changes Tenant proposes to make to the design of the Restored Improvements shall be subject to all applicable provisions of this Lease.

15.6 Insurance Proceeds. Subject to Section 15.4, all Insurance Proceeds shall be used to first meet the requirements of Section 15.1.2, and then to pay the cost of Restoration of the remainder of the Improvements, as required under this Lease. Tenant's failure to pay any portion of any deductible under an insurance policy required under Article 12 toward the cost of Tenant's obligations under this Article 15 shall be a Tenant Breach, which, if uncured within the applicable Cure Period, shall be a Tenant Default. Provided that Tenant has satisfied the requirements of this

Article 15, then Tenant's obligations hereunder shall be limited to the amount of any Insurance Proceeds and related deductible.

15.7 Waivers. Tenant hereby waives any rights now or hereafter conferred upon it by statute or other law to surrender this Lease or to quit or surrender the Premises or any part thereof, or to receive any suspension, diminution, abatement or reduction of the Rent or other sums and charges payable by Tenant hereunder on account of any Damage to the Premises or the Improvements, other than as expressly provided in this Article 15. Tenant hereby waives the provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the California Civil Code, and the provisions of any similar law hereinafter enacted, as each may be amended from time to time.

15.8 Restoration Standard. All Restoration of Damaged Improvements shall be: (a) in strict compliance with all then applicable Legal Requirements relating to such restoration and the terms and conditions of this Lease, and in particular the applicable terms and conditions relating to design and construction set forth in Article 7; and (b) subject to clause (a), of at least the same quality and condition and to at least the same standards, specifications and design as that existing immediately prior to the Damage.

15.9 Clearing of Premises. If any Improvements are Damaged and Tenant exercises the right under Section 15.2 to terminate this Lease, Tenant shall comply with Section 15.1.2 and shall surrender the Premises to City in accordance with the terms and provisions of Article 19.

## Article 16

### EMINENT DOMAIN

#### 16.1 Condemnation of the Tenant Estate.

16.1.1 Right of Cancellation. Tenant may terminate this Lease in its entirety on the date that any Governmental Authority or other entity having the power of condemnation under any Federal, State or local laws ("**Condemning Authority**"), by the exercise of the power of eminent domain or by purchase under threat of condemnation ("**Condemnation**" or "**Condemned**"), actually completes the Condemnation of (a) the whole of the Premises or Improvements or (b) a substantial portion of the Premises or Improvements to the extent that (i) Tenant cannot reasonably adapt and economically operate the remaining portion of the Project in a substantially similar manner as it was operated prior to the Condemnation, (ii) Tenant cannot reasonably adapt and economically operate the remaining portion of the Project in compliance with any applicable Encumbrance or other restriction upon the Tenant Estate, as it was operated prior to the Condemnation, or (iii) access to the Premises is so materially impaired as a result of the Condemnation that no reasonable alternate access can be provided for a commercially reasonable amount.

16.1.2 Claims. Each Party may make its own claim for an award of Condemnation proceeds in accord with its respective interest in the Condemned property, but will cooperate with the other Party, to the extent possible, in an attempt to ensure just compensation is received by each Party.



16.1.3 Distribution of Condemnation Proceeds. To the extent that any Condemnation proceeds are attributable to (a) the City Estate, they shall be delivered to City and (b) the Tenant Estate, they shall be distributed to Tenant.

16.2 Partial Condemnation. If less than substantially all of the Tenant Estate is Condemned such that the remaining portion of the Tenant Estate can reasonably be adapted and economically operated for the purposes, and in substantially the same manner as, it was operated prior to the Condemnation, this Lease shall continue in full force and effect subject to the following:

16.2.1 Claims. Each Party may make its own claim for an award of Condemnation proceeds in accord with its respective interest in the Condemned property, but will cooperate with the other Party, to the extent possible, in an attempt to ensure just compensation is received by each Party.

16.2.2 Distribution of Condemnation Proceeds. To the extent that any Condemnation proceeds are attributable to (a) the City Estate, they shall be delivered to City and (b) the Tenant Estate, they shall be distributed to Tenant.

16.2.3 Repairs and Restoration. Tenant shall proceed, with reasonable diligence, to perform any necessary repairs and to restore the Premises and the Project to an economically viable condition and to a condition and design that is as nearly as reasonably possible, considering the portion of the Premises or the Project taken, to the condition and design the Premises and the Project were in immediately prior to such Condemnation, all in accordance with all applicable Legal Requirements and the requirements of this Lease.

16.3 Condemnation of Temporary Use of Premises. If a temporary use of the whole or any part of the Premises shall be Condemned, this Lease shall not be affected in any way and Tenant shall continue to pay all Rent due hereunder. In such event, Condemnation proceeds attributable to the Condemnation of such temporary use of the Premises shall be paid to Tenant, except to the extent attributable to the City Estate.

16.4 Proceedings. The Parties shall have the right to appear in and defend against any Condemnation proceeding affecting the Premises or their respective interests as they deem proper. Issues between City and Tenant required to be resolved pursuant to this Article 16 shall be joined in any such Condemnation proceeding to the extent permissible under then-applicable rules of court for the purpose of avoiding multiplicity of actions and minimizing the expenses of the Parties.

16.5 Notice. Tenant shall provide prompt notice to City of any Condemnation affecting the Premises.

## Article 17

### REPRESENTATIONS AND WARRANTIES

17.1 Representations and Warranties of Tenant. Whenever a statement concerning factual matters herein is qualified by the phrase “to Tenant’s knowledge” or similar words, it is intended to indicate that no information has come to the attention of David Abasta (who shall have

no duty of investigation or inquiry) that would give such Person current actual knowledge of the inaccuracy of such factual statements. Tenant shall immediately notify City in writing of any representation or warranty made herein that it becomes aware of being or claimed to be false or misleading. Tenant hereby represents and warrants to City that the following is true and correct as of the Effective Date:

17.1.1Legal Power. Tenant has the legal power, right and authority to enter into this Lease and the Lease Documents, and to consummate the transactions contemplated hereby and thereby and described herein and therein.

17.1.2Binding Obligation of Lease and Lease Documents. This Lease and the Lease Documents are valid and legally binding obligations of and enforceable against Tenant in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization and moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

17.1.3Compliance with Charter. There is no charter, bylaw, or capital stock provision of Tenant, and no provision of any indenture, instrument, or agreement, written or oral, to which Tenant is a party or which governs the actions of Tenant or which is otherwise binding upon Tenant, nor to Tenant's knowledge is there any judgment, decree or order of any Governmental Authority or court binding on Tenant which would be contravened by the execution, delivery or performance of this Lease.

17.1.4Litigation Pending. To Tenant's knowledge, there is no action, suit, or proceeding at law or in equity or by or before any Governmental Authority, now pending, or threatened against or affecting Tenant, which, if adversely determined, would materially impair Tenant's right or ability to execute or perform its obligations under this Lease.

17.1.5No Breach of Indebtedness Requirements. Neither the execution and delivery of this Lease nor the incurrence of the obligations set forth herein or therein, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms of this Lease conflict with or result in a material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, Encumbrance, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Tenant is a party.

17.1.6No Insolvency. To Tenant's knowledge, no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Tenant, nor are any of such proceedings contemplated by Tenant.

17.1.7No Gratuity. Neither Tenant, nor its directors, officers, employees or Affiliates, nor any individual representing Tenant, nor anyone holding an interest in Tenant has offered or given to any official or employee of City any gratuity (in any form) for the intent or purpose of securing favorable treatment under this Lease or the approval or execution hereof.

17.1.8No Solicitation. Tenant has not employed or retained any company or person, other than a bona fide employee working solely for Tenant, to solicit or secure this Lease

and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Tenant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Lease.

17.1.9 Authority to Execute. The individual(s) signing this Lease on behalf of Tenant is or are (a) authorized to execute this Lease and bind Tenant to its terms and conditions, and, upon such execution, this Lease shall be legally binding on Tenant and (b) if Tenant is a corporation for which a single individual is signing, have provided City with a corporate resolution stating that such individual is duly empowered to by such corporation to enter into this Lease.

17.1.10 No Debarment. Tenant is not directly or indirectly owned by or controlled by or employs in management level capacity a person who is subject to debarment by the Contractor Hearing Board of the City or the State of California or has been or is currently an adverse party in any litigation, arbitration or administrative action with City.

17.1.11 Patriot Act Compliance. Tenant and its constituent owners are not, nor have they ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term "**Patriot Act Offense**" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) Bank Representative Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. Patriot Act Offense also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "**Government Lists**" shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("**OFAC**"), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America.

17.2 Representations and Warranties of City. Whenever a statement concerning factual matters herein is qualified by the phrase "to City's knowledge" or similar words, it is intended to indicate that no information has come to the attention of the City Manager (who shall have no duty of investigation or inquiry), that would give such Person current actual knowledge of the inaccuracy of such factual statements. City shall immediately notify Tenant in writing of any representation or warranty made herein that it becomes aware of being or claimed to be false or misleading. City hereby represents and warrants to Tenant that the following representations and warranties are true and correct as of the Effective Date:

17.2.1Legal Power. City has the legal power, right and authority to enter into this Lease and the Lease Documents, and to consummate the transactions contemplated hereby and thereby and described herein and therein.

17.2.2Binding Obligations of Lease and Lease Documents. This Lease and the other Lease Documents are valid and legally binding obligations of and enforceable against City in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization and moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

17.2.3Compliance with Charter. There is no provision of any indenture, instrument, or agreement, written or oral, to which City is a party or which governs the actions of City or which is otherwise binding upon City, nor is there any judgment, decree or order of any Governmental Authority or court binding on City which would be contravened by the execution, delivery or performance of this Lease.

17.2.4Litigation Pending. To City's knowledge, there is no action, suit, or proceeding at law or in equity now pending, or threatened against or affecting City, the Premises, the Project or the Premises, which, if adversely determined, would either (i) materially impair City's or Tenant's right or ability to execute or perform their respective obligations under this Lease, or (ii) materially impair Tenant's rights under this Lease.

17.2.5No Breach of Indebtedness Requirements. Neither the execution and delivery of this Lease, nor the incurrence of the obligations set forth herein or therein, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms of this Lease conflict with or result in a material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, encumbrance, deed of trust, loan, lease or other instrument to which City is a party.

17.2.6No Insolvency. To City's knowledge, no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or are threatened against City, nor are any of such proceedings contemplated by City.

17.2.7Authority to Execute. The individual(s) signing this Lease on behalf of City are authorized to execute this Lease and bind City to its terms and conditions, and, upon such execution, this Lease shall be legally binding on City.

## Article 18

### DEFAULT

18.1 Tenant Breaches and Defaults. Each of the events set forth in this Section 18.1 shall constitute either (a) a default by Tenant under this Lease ("**Tenant Default**"), or (b) a breach by Tenant ("**Tenant Breach**") under this Lease, which, if not cured within the time periods set forth in this Section 18.1 (each, a "**Cure Period**"), shall constitute a Tenant Default.

18.1.1 Failure to Pay Rent, Profit Participation Payment, or Impositions. It shall be a Tenant Default when Tenant fails to make any required payment of Rent, Profit Participation Payment, or any Imposition prior to delinquency.

18.1.2 Failure to Pay Other Amounts. It shall be a Tenant Breach if Tenant fails to pay when due any charge or obligation of Tenant requiring the payment of money to City under the terms of this Lease not covered under Section 18.1.1. The Tenant Breach will become a Tenant Default if payment is not made within fifteen (15) days after Tenant has received notice of non-payment from City.

18.1.3 Abandonment. Subject to Articles 15 and 16, if Tenant vacates or discontinues its use of the Premises, or a substantial portion thereof, for a period of one hundred eighty (180) consecutive days or more, and does not provide notice to City within that one hundred eighty (180) consecutive day period stating its intention not to abandon this Lease and providing in the notice a reasonably detailed explanation of the reasons for the vacation or discontinuance, the vacation or discontinuance shall be deemed to be an abandonment of this Lease and a Tenant Default.

18.1.4 Performance; Failure to Cure. It shall be a Tenant Breach if Tenant fails to perform any other obligation, term, covenant, or condition of this Lease to be performed by Tenant or has breached any other provision of this Lease not addressed elsewhere in this Article 18. Subject to Unavoidable Delay, the Tenant Breach shall become a Tenant Default if Tenant fails to cure the Tenant Breach within thirty (30) days after Tenant's receipt of notice from City respecting the Tenant Breach. Notwithstanding the foregoing, if the Tenant Breach cannot reasonably be cured within such thirty (30) day period, and Tenant promptly commences the cure and provides notice to City of such commencement, Tenant shall have such additional time as City determines is reasonably necessary to complete the cure so long as Tenant diligently pursues the cure to completion; provided, however, that if Tenant fails to make diligent and reasonable efforts to cure the Tenant Breach to completion, City may immediately declare a Tenant Default, without regard to any cure period or notice requirement that may be set forth in this Section 18.1.4.

18.1.5 Appointment of a Receiver. It shall be a Tenant Breach if a receiver is appointed, for whatever reason, to take possession of the Premises or to operate the Project, including, any appointment for the benefit of creditors or pursuant to any voluntary or involuntary bankruptcy proceedings; provided, however, a receivership (a) pursuant to administration of the estate of any deceased or incompetent Tenant or of any deceased or incompetent individual partner of Tenant, or (b) pursuant to an Encumbrance, shall not constitute a Tenant Breach. Any Tenant Breach described in this Section 18.1.5 shall become a Tenant Default if not discharged within ninety (90) days after the appointment of the receiver.

18.1.6 Bankruptcy; Assignment for the Benefit of Creditors. It shall be a Tenant Breach if an assignment is made by Tenant for the benefit of creditors, or a voluntary or involuntary petition by or against Tenant is filed under any law for the purpose of adjudicating Tenant as bankrupt; or for the purpose of extending time for payment, adjustment or satisfaction of Tenant's liabilities to creditors generally; or for the purpose of reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency. Any Tenant Breach described in this Section 18.1.6 shall become a Tenant Default if the assignment or proceeding, and all consequent

orders, adjudications, custodies, and supervisions are not dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the assignment, filing, or other initial event.

18.1.7 Failure to Maintain Insurance. Notwithstanding the provisions of Section 18.1.4, it shall be a Tenant Breach if Tenant (a) fails to maintain and keep in full force the insurance Tenant is required to maintain pursuant to Article 12, (b) fails to cause its contractors to maintain and keep in force the insurance they are required to maintain pursuant to Article 12, or (c) fails to cause any professional required to provide Professional Liability Insurance to maintain and keep in force the insurance required under Article 12. Any such Tenant Breach shall become a Tenant Default if Tenant fails to cure such Tenant Breach within five (5) Business Days after City delivers notice of the Tenant Breach to Tenant; provided, however if Tenant fails to comply with the insurance requirements, City may immediately procure the required insurance on Tenant's behalf at Tenant's cost, without regard to such five (5) Business Day Cure Period or any other Cure Period or notice requirement that may be set forth in this Lease.

18.2 Notice of Breach or Default. Any notice which City is required to give pursuant to Section 18.1 as a condition to City's exercise of any right to terminate this Lease shall be in addition to, and not in lieu of, any notice required under Section 1161 of the California Code of Civil Procedure.

18.3 City's Remedies. In the event of a Tenant Default, subject to the rights of Encumbrance Holders and Tax Credit Investors under Article 9, City shall have cumulatively, or in the alternative, all rights and remedies provided by law or equity and, in addition, all of the following contractual remedies:

18.3.1 Termination. If City has provided Tenant with an additional ninety (90) days to cure any such Tenant Default (or, in the case of any such Tenant Default that is not reasonably susceptible of being cured within such ninety (90) day period, if the Tenant commences the cure within such period and thereafter diligently prosecutes the cure to completion, the time as may be necessary to diligently cure such Tenant Default), then City may, at its election, terminate this Lease by giving Tenant notice of termination. On the giving of such notice: (a) all of Tenant's rights under this Lease, and in the Premises and the Project shall terminate and be of no further force and effect; (b) Tenant shall promptly surrender and vacate the Premises and the Project; and (c) City may reenter and take possession of the Premises and the Project, and eject all parties in possession from the Premises and the Project or eject some and not others or eject none. Termination shall not relieve Tenant from its obligation to pay any sums, including Rent, then due to City, plus interest thereon from the date due at the Default Rate, compounded monthly, or from any claim for damages previously accrued or then-accruing against Tenant up to the date of termination. Notwithstanding the foregoing, City shall not have the right to terminate this Lease, or any ground lease for any Phase financed with Tax Credits, prior to the termination of the fifteen (15) year Tax Credit compliance period.

18.3.2 Damages Upon Lease Termination. If City terminates this Lease pursuant to the provisions of this Article 18, in addition to any other rights or remedies available to City at law or in equity, City may recover Rent from Tenant in the sum of:

18.3.2.1 The worth at the time of award of the unpaid Rent which had been earned at the time of termination;

18.3.2.2 The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss, if any, that the Tenant proves could have been reasonably avoided;

18.3.2.3 The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss, if any, that the Tenant proves could have been reasonably avoided;

18.3.2.4 All other actual amounts necessary to compensate City for all the detriment actually caused by Tenant's failure to perform its obligations under this Lease, but excluding consequential or punitive damages; and

18.3.2.5 All other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law, including, but not limited to: (1) those amounts of unpaid taxes, insurance premiums and utilities for the time preceding surrender of possession; (2) the cost of removal of rubble, debris and any Improvements which City, at its sole discretion, elects to have removed; (3) if not completely constructed, the cost of completing the construction of the Project as required of Tenant under this Lease; (4) reasonable attorneys' fees and court costs; and (5) any and all other unpaid amounts hereunder, all of which shall be deemed to be Rent hereunder.

As used in Sections 18.3.2.1 and 18.3.2.2, the "worth at the time of award" shall be computed by allowing interest at the Default Rate. As used in Section 18.3.2.3, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

18.3.3 Keep Lease in Effect. Subject only to any duty to mitigate imposed by law, without terminating this Lease, so long as City does not deprive Tenant of legal possession of the Premises and allows Tenant to assign or sublet subject only to City's rights set forth herein, City may continue this Lease in effect and either (a) recover all Rent and other amounts payable as they become due, or (b) relet the Premises or any part of the Premises on behalf of Tenant for any term, at any rent, and pursuant to any other provisions as City deems advisable, all with the right, at Tenant's cost, to make alterations and repairs to the Premises.

18.3.3.1 No act by or on behalf of City under this Section 18.3.3 shall constitute a termination of this Lease unless City gives Tenant notice of termination pursuant to Section 18.3.1.

18.3.3.2 It is the intention of the Parties to incorporate the provisions of California Civil Code Section 1951.4 by means of this provision.

18.3.3.3 Even though it may have kept this Lease in effect pursuant to Section 18.3.3, City may thereafter, if a Tenant Default remains uncured and after the expiration of any cure period to which an Encumbrance Holder or Tax Credit Investor may be entitled pursuant to Section 9.5, elect to terminate this Lease and all of Tenant's rights in or to the Premises

and the Project pursuant to Section 18.3.1, unless prior to such termination, Tenant (or Encumbrance Holder or Tax Credit Investor, after having received notice pursuant to Section 9.5) has cured all Tenant Defaults giving rise to City's right to terminate the Lease.

#### 18.3.4 City's Right to Cure Default.

18.3.4.1 City may cure any Tenant Default. No such cure shall constitute a cure of the Tenant Breach or Tenant Default as between City and Tenant, and such cure shall not waive or release Tenant from any obligations under this Lease. In exercising this right, City may perform all acts and make all payments it deems desirable to achieve the cure, including the payment of any necessary expenses and the employment of legal counsel.

18.3.4.2 Tenant shall reimburse City for all Actual Costs incurred by City in connection with achieving the cure, plus interest at the Default Rate, compounded monthly, from the date any such amounts or expenses are actually expended or incurred until paid. Such reimbursement shall be due and payable by Tenant to City within seven (7) Business Days after Tenant's receipt of City's written demand for payment (which demand shall include copies of cost verification documents). Tenant's failure to reimburse City, whether or not City's payment cured the Tenant Breach or Tenant Default, shall constitute a separate Tenant Default.

18.3.5 Tenant's Personal Property Located in the Premises. City may at its election use Tenant's personal property and trade fixtures located on and used in connection with the management and operation of the Premises and the Project, or any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of Tenant. The election of one remedy for any one item of personal property or any one trade fixture shall not foreclose an election of any other remedy for another item of personal property or another trade fixture, or for the same item of personal property or the same trade fixture at a later time.

18.3.6 Injunctive Relief. Unless otherwise provided herein, in addition to other remedies specifically provided in this Lease or at law or in equity, City shall be authorized and entitled wherever there is otherwise a right to equitable or injunctive relief to bring any proceedings in the nature of specific performance or injunction, or to obtain any equitable remedy.

18.3.7 Costs. If City incurs any cost or expense occasioned by a Tenant Breach or a Tenant Default (including but not limited to internal staff costs and reasonable attorneys' fees and costs), then City shall be entitled to receive such costs, including Actual Costs, together with interest on all funds City expends with interest at the Default Rate, compounded monthly, including without limitation, that portion of any reasonable brokers' fees relating to the remaining term of this Lease which are incurred by City in connection with re-letting the whole or any part of the Premises or the Project; the reasonable costs of removing and storing Tenant's or other occupant's property; the reasonable costs of repairing, altering, remodeling or otherwise putting the Premises and the Project into a condition meeting the requirements of this Lease; and all other reasonable expenses incurred by City in enforcing or defending City's rights and/or remedies, including reasonable attorneys' fees and expenses, whether or not suit is actually filed.



18.4 Cumulative Remedies. The remedies given to City herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law or equity, or elsewhere provided in this Lease.

18.5 Waiver of Breach or Default. No waiver by a Party of any Breach or Default by the other Party shall constitute a waiver of any other Breach or Default by such Party, whether of the same or any other covenant or condition hereunder. Except as otherwise provided in this Article 18, no waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise. The acceptance of Rent or any other payment by City after the occurrence of a Tenant Breach or Tenant Default shall not constitute a waiver of such Tenant Breach or Tenant Default or any other Tenant Breach or Tenant Default that may exist at such time, regardless of City's knowledge of any such Tenant Breach or Tenant Default at the time of accepting such Rent, nor shall the acceptance of Rent or any other payment by City after termination or expiration of this Lease constitute a reinstatement, extension, or renewal of this Lease or a revocation of any notice or other act by City.

18.6 City Breach and City Default. City's failure to perform or observe any of the covenants, provisions or conditions contained in this Lease to be performed or observed on its part shall constitute a "**City Breach.**" Each City Breach shall become a default under this Lease ("**City Default**") if:

18.6.1 such City Breach has a material impact upon the Tenant's access to the Project or their respective quiet enjoyment and use of any portion of the Project and (a) such City Breach (i) can be cured using commercially reasonable efforts within seventy-two (72) hours after City's receipt of written notice from Tenant describing the nature of such City Breach in detail, and (ii) such City Breach is not cured within such seventy-two (72) hour period, or (b) such City Breach (i) cannot reasonably be cured within a seventy-two (72) hour period, and (ii) City fails to commence to cure such City Breach reasonably promptly upon receipt of written notice from Tenant describing the nature of such City Breach in detail or thereafter fails to continue to make diligent and reasonable efforts to cure such City Breach;

18.6.2 such City Breach arises as a result of City's failure to comply with the time periods set forth in Section 8.6.3 and (a) such City Breach (i) can be cured using commercially reasonable efforts within thirty (30) days after City's receipt of written notice from Tenant describing the nature of such City Breach in detail, and (ii) such City Breach is not cured within such thirty (30) day period, or (b) such City Breach (i) cannot reasonably be cured within a thirty (30) day period, and (ii) City fails to commence to cure such City Breach reasonably promptly upon receipt of written notice from Tenant describing the nature of such City Breach in detail or thereafter fails to continue to make diligent and reasonable efforts to cure such City Breach; or

18.6.3 such City Breach does not have a material impact upon the Tenant's access to the Project or their respective quiet enjoyment and use of a substantial portion of the Project and does not arise as a result of City's failure to comply with the time periods set forth in Section 8.6.3 and (a) such City Breach (i) can be cured using commercially reasonable efforts within sixty (60) days after City's receipt of written notice from Tenant describing the nature of such City Breach in detail, and (ii) such City Breach is not cured within such sixty (60) day period, or (b) such City Breach (i) cannot reasonably be cured within a sixty (60) day period, and (ii) City

fails to commence to cure such City Breach reasonably promptly upon receipt of written notice from Tenant describing the nature of such City Breach in detail or thereafter fails to continue to make diligent and reasonable efforts to cure such City Breach.

18.7 City Default and Tenant Remedies. In the event of a City Default, Tenant shall have any and all remedies available at law and in equity (including, without limitation, the right to seek injunctive relief), but City's liability hereunder shall be limited to actual damages sustained by Tenant as a direct result of the City Default and shall not include any consequential, indirect or punitive damages.

18.8 No Cross-Defaults. No Other Lease Default shall constitute a Tenant Default under this Lease unless the events constituting the Other Lease Default relate to or affect the Premises and shall otherwise independently constitute a Tenant Default under this Lease.

## Article 19

### SURRENDER OF THE PREMISES

19.1 Surrender. On the expiration or earlier termination of this Lease, for any reason, Tenant shall, at no cost to City, quit and surrender the Premises and the Project to City without delay. Tenant shall quit and surrender the Premises and the Project to City (a) in the event of a Tenant termination of this Lease pursuant to Section 15.2, in its then-damaged or destroyed condition, (b) in the event of a termination pursuant to Section 16.1, as affected by the Condemnation, or (c) in all other cases, in good order, condition and repair, ordinary wear and tear excepted.

19.2 Survival of Obligations. Tenant's obligations under this Article 19 shall survive the expiration or earlier termination of this Lease.

19.3 Title Upon Surrender. Although Tenant shall have title to the Improvements located on the Premises during the Term of this Lease, upon expiration or earlier termination of this Lease for any reason, title to all of Tenant's interest in the Premises and the Project shall automatically vest in City, without the execution of any further instrument. Tenant covenants and agrees to execute and deliver (at no cost or expense to City) a quitclaim deed or such other commercially reasonable documentation reasonably requested by City to confirm transfer to City of such title, which covenant shall survive the expiration or earlier termination of this Lease.

19.4 Liens and Encumbrances. No lien or Encumbrance of the Tenant Estate shall survive the expiration or the earlier termination of this Lease, and all such liens and Encumbrances shall be cleared from title by Tenant upon such expiration or earlier termination, except where City has specifically agreed to the survival of an Encumbrance in its approval in accordance with Article 9.

19.5 Holding Over. If Tenant holds over after the Expiration Date for any cause, with or without the express or implied consent of City, such holding over shall be deemed to be a tenancy from month-to-month only, and shall not constitute a renewal or extension of the Term. During any such holdover period, Rent shall be paid monthly in advance by Tenant in an amount equaling one and one-half percent (1.5%) of the then-current FMV of the Project. Such holdover

shall otherwise be subject to the same terms, conditions, restrictions and provisions as herein contained.

## Article 20

### TRANSFERS BY CITY

20.1 City Transfers. Subject to Article 28, City may sell, assign, convey, or otherwise transfer all or any portion of the City Estate at any time to the fullest extent any such transfer does not violate the rules and regulations of any Public Finance Agency ("**City Transfer**"). City shall be released from any ongoing obligations hereunder from and after the date of any such City Transfer; provided the transferee under any such City Transfer assumes in writing all obligations of City hereunder arising after the date of such City Transfer. In addition, City shall have the right to encumber the City Estate pursuant to one or more deeds of trust, mortgages, security instruments or other encumbrances to the fullest extent any such encumbrance does not violate the rules and regulations of any Public Finance Agency ("**City Encumbrance**"); provided, however, (a) that any City Encumbrance shall be subject and subordinate to any then-existing rights of (i) Tenant in the Tenant Estate, including, without limitation, Tenant's interest in this Lease (including any then-existing amendments or modifications hereof) and the Premises, and (ii) any Encumbrance Holder or Tax Credit Investor, and (b) the holder of any such City Encumbrance shall execute a recognition agreement reasonably required by the requesting Tenant and/or Encumbrance Holder or Tax Credit Investor to confirm such subordination. Any assignment of the City Estate shall not affect Tenant's obligations or responsibilities hereunder in any manner whatsoever as the same may exist at the time of such assignment. City's successors and assigns in the City Estate shall be bound by this Lease.

## Article 21

### NOTICES AND PAYMENTS

21.1 Notices. All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service); (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (c) nationally recognized overnight courier, addressed to the appropriate addressee and shall be deemed received and effective upon actual receipt or refusal of delivery. All addresses of the Parties for receipt of any notice to be given pursuant to this Lease are as follows:

If to City:

City of Norwalk  
12700 Norwalk Boulevard  
Norwalk, California 90650  
Attn: City Manager

With a copy to:

Alvarez-Glasman & Colvin  
13181 Crossroads Pkwy. North  
Suite 400 – West Tower  
Industry, California 91746  
Attn: Arnold M. Alvarez-Glasman, City Attorney

If to Tenant:

Primestor Norwalk Entertainment, LLC  
9950 Jefferson Blvd., Building 2  
Culver City, CA 90232  
Attn: David Abasta

With a copy to:

Loeb & Loeb LLP  
10100 Santa Monica Blvd., Suite 2200  
Los Angeles, California 90067  
Telephone: (310) 282-2270  
Email: prohrer@loeb.com  
Attn: Paul Rohrer, Esq.

Either City or Tenant may change any of the above information by giving notice to the other Party of such change in accordance with the provisions of this Section 22.1.

## 21.2 Payments.

21.2.1 Payments to City. Any and all payments to be made to City hereunder (including any and all Rent due pursuant to Article 4 hereunder) shall be made by either: (a) wire transfer or Automated Clearing House Electronic Funds Transfer as directed by City in writing; or (b) check, deposited in the United States mail and addressed as follows:

City of Norwalk  
12700 Norwalk Boulevard  
Norwalk, California 90650  
Attn: Finance Director/Treasurer

City may change its payment instructions at any time by giving notice to Tenant of such change in accordance with the provisions of Section 22.1.

21.2.2 Any and all payments to be made by City to Tenant hereunder shall be made by either: (a) wire transfer or Automated Clearing House Electronic Funds Transfer as directed by Tenant, in writing; or (b) check, deposited in the United States mail and addressed as follows:

Primestor Norwalk Entertainment, LLC  
9950 Jefferson Blvd., Building 2  
Culver City, CA 90232  
Attn: David Abasta

Tenant may change its payment instructions at any time by giving notice to City of such change in accordance with the provisions of Section 22.1.

## Article 22

### ESTOPPEL CERTIFICATES

22.1 Tenant's Estoppel Certificate. Upon the request of City or the holder or prospective holder of any deed of trust, mortgage or other encumbrance on the City Estate, Tenant shall deliver an Estoppel Certificate to City and such requesting Party within thirty (30) days after having received such request.

22.2 City's Estoppel Certificate. Upon the request of Tenant or a prospective or existing Encumbrance Holder or Tax Credit Investor, City shall promptly deliver an Estoppel Certificate to Tenant and such requesting Party within thirty (30) days after having received such request.

## Article 23

### ENFORCEMENT

In any action in court or Arbitration by one Party against the other Party arising out of this Lease or a claimed or actual Default hereunder, the Prevailing Party shall be entitled to recover from the other Party all reasonable costs, but not including attorneys' fees or costs, incurred by the Prevailing Party with respect to such action or Arbitration, including, but not limited to such Prevailing Party's actual Arbitration expenses and/or court costs, and the fees, expenses, and costs of and associated with such Prevailing Party's appraisers, experts, and other professionals (as used in this Article 24, "**Dispute-Related Costs**"). The court or arbitrator shall determine (in the same proceeding in which judgment on the merits of the claim is made) the issue of whether a party was a "**Prevailing Party**" with respect to the totality of the final judgment (and not on the basis of individual elements of the claim), and if a Party is determined to be a Prevailing Party, the other Party shall pay the Prevailing Party's Dispute-Related Costs incurred in connection therewith. Any award of Dispute-Related Costs shall not be computed in accordance with any court schedule, but shall be as necessary to fully reimburse all Dispute-Related Costs actually incurred in good faith by the Prevailing Party, regardless of the size of the judgment, it being the intention of the Parties to fully compensate the Prevailing Party for all such Dispute-Related Costs. For the avoidance of doubt, "**Dispute-Related Costs**" shall not include a Prevailing Party's attorneys' fees.

## Article 24

### NON-DISCRIMINATION

24.1 Employment. The Parties shall not, in the implementation of this Lease and in design, development, operation, and use of the Project, discriminate against any employee or applicant for employment on the basis of race, religion, sex, sexual orientation, age, physical handicap, or national origin and shall comply with all applicable provisions of federal, state and local law related to discrimination. Tenant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, sex, sexual orientation, age, physical handicap, or national origin, including without limitation employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

24.2 Rental or Sale. Tenant shall refrain from restricting the rental, sale, or lease of the Premises or Project, or any portion thereof, on the basis of sex, age (other than with respect to senior housing units in accordance with all applicable laws), handicap (other than with respect to supportive housing units in accordance with all applicable laws), marital status, race, color, religion, creed, ancestry, or national origin of any Person. All leases and contracts affecting the Premises or any portion thereof shall contain clauses expressly giving effect to this Section 24.2.

## Article 25

### QUIET ENJOYMENT

City covenants that, subject to the exercise of City's rights and remedies set forth in this Lease or arising under law or in equity, Tenant shall have quiet and peaceful possession of the Premises as against City and any Person claiming the same by, through or under City, subject to other rights of City set forth in this Lease.

## Article 26

### CONFIDENTIALITY AND PUBLIC RECORDS

26.1 Confidentiality. The Parties anticipate that during the Term each shall from time to time disclose and provide to the other Party certain confidential and proprietary reports, correspondence and other information related to the Project and this Lease. Unless otherwise required by any Legal Requirement, no Party shall disclose (except to its own and to the other Party's employees, officers, directors, agents, advisors, existing and prospective lenders, existing and prospective investors, existing and prospective partners, existing and prospective direct or indirect financing sources legal counsel and consultants) information regarding or related to the Project or this Lease that is not already public and that has been delivered to such Party pursuant to the terms hereof.

26.2 City Public Obligations. Notwithstanding the foregoing Section 26.1, Tenant acknowledges and agrees that City, as a public body, (a) is subject to broad disclosure obligations

under Legal Requirements, including, but not limited to the Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*) and (b) holds City Board meetings that are open to the public and at which information concerning the Project and this Lease may be disclosed. Nothing in this Lease shall prohibit any disclosure required under the Public Records Act and any Legal Requirement.

26.3 Documents Marked Confidential. Any written document marked “CONFIDENTIAL AND RESTRICTED DISCLOSURE UNDER SECTION 26.1 OF GROUND LEASE” in capital letters (“**Confidential Mark**”) shall be deemed to provide all recipients thereof with actual knowledge that Tenant deems such document to be confidential and proprietary pursuant to Section 26.1. If City receives a request under the Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*) concerning the disclosure of any document with a Confidential Mark, City shall provide notice to Tenant of such request. If required under any Legal Requirement, City shall disclose such document with a Confidential Mark pursuant to Legal Requirements, unless otherwise ordered by a court. If Tenant does not want such document with a Confidential Mark to be disclosed, Tenant, at its sole cost and expense, may prosecute or defend any action concerning such document and shall Indemnify City Indemnified Parties from all costs and expenses, including attorneys’ fees, in connection with such action. In the event of any breach of this Article 26, the injured Party will be entitled, in addition to any other remedies that it may have at law or in equity, to injunctive relief or an order of specific performance.

26.3.1 Survival. The provisions of this Article 26 and the obligations of Tenant and City hereunder shall survive the expiration or earlier termination of this Lease.

## Article 27

### ARBITRATION OF DISPUTES

27.1 Arbitration. Except as otherwise provided by this Article 27, in the event that for any reason the Parties fail to agree on the adjustment to amount of liability coverage insurance to be carried by Tenant under Article 12, or if a dispute arises with respect to any changes requested by City pursuant to Section 7.1.7, calculation of Rent pursuant to Section 4.1, or calculation of Pubic Revenues pursuant to Section 4.4 (each, a “**Dispute**”), the resulting Dispute shall be settled by binding arbitration (“**Arbitration**”) in accordance with the then-existing provisions of the California Arbitration Act, which as of the date hereof is contained in Title 9 of Part III of the California Code of Civil Procedure, commencing with Section 1280.

27.1.1 Initiation. Either Party (“**Initiating Party**”) may initiate the Arbitration by sending notice (“**Request for Arbitration**”) to the other Party (“**Responding Party**”) requesting initiation of Arbitration, setting forth a brief description of the Dispute, the contention(s) of the Initiating Party. Within thirty (30) days after service of the Request for Arbitration, the Responding Party shall provide the Initiating Party with notice of the Responding Party’s response setting forth a brief description of the Dispute, and the contention(s) of the Responding Party (with all supporting material) (“**Response**”).

27.1.2 Procedure. Notwithstanding anything to the contrary which may now or hereafter be contained in the California Arbitration Act, the Parties agree that the following

provisions shall apply to any and all Arbitration proceedings conducted pursuant to Disputes subject to this Article 27:

27.1.3 Selection of Arbitrator. The Parties shall attempt to agree upon an arbitrator who shall decide the matter. If, for any reason, the Parties are unable to agree upon the arbitrator within ten (10) days of the date the Responding Party provides notice of its Response to the Initiating Party, then at any time on or after such date either Party may petition for the appointment of the arbitrator as provided in California Code of Civil Procedure Section 1281.6.

27.1.4 Arbitrator. The arbitrator shall be a retired judge of the California Superior Court, Court of Appeal or Supreme Court, or any United States District Court or Court of Appeals located within the State, who has agreed to resolve civil disputes, or an attorney with not less than twenty (20) years of experience in Los Angeles City representing clients in real estate transactions comparable in size and complexity to the transaction underlying this Lease.

27.2 Scope of Arbitration. City and Tenant affirm that the mutual objective of such Arbitration is to resolve the Dispute as expeditiously as possible. Absent mutual agreement of the Parties, Arbitration shall not apply to or be used to determine issues other than: a Dispute arising pursuant to insurance to be carried by Tenant under Article 12, or a Dispute arising from a change requested by City pursuant to Section 7.1.6, and such related preliminary or procedural issues as are necessary to resolve such matter. The arbitrator shall render an award. Either Party may, at its sole cost and expense, request a statement of decision explaining the arbitrator's reasoning which shall be in such detail as the arbitrator may determine. Unless otherwise expressly agreed by the Parties in writing, the award shall be made by the arbitrator no later than the sooner of six (6) months after the date on which the arbitrator is selected by mutual agreement or court order, whichever is applicable, or five (5) months after the date of a denial of a petition to disqualify a potential arbitrator for cause; provided that with respect to any Dispute relating to any changes requested by City pursuant to Section 7.1.6, the Parties shall endeavor to conduct the Arbitration as soon as possible and to complete resolution of the Arbitration within thirty (30) days if possible. City and Tenant hereby instruct the arbitrator to take any and all actions deemed reasonably necessary, appropriate or prudent to ensure the issuance of an award within such period. Notwithstanding the foregoing, failure to complete Arbitration within such period shall not render such Arbitration or any determination made therein void or voidable; however, at any time after the expiration of the foregoing five (5), six (6) month, or thirty (30) day periods, as applicable, either Party may deliver written notice to the arbitrator and the other Party declaring such Party's intent to terminate the Arbitration if the award is not issued within thirty (30) days after delivery of such notice. If the arbitrator's award is not issued prior to the expiration of such period of thirty (30) days, the Arbitration shall be terminated and the Parties shall recommence Arbitration proceedings pursuant to this Section 27.2.

27.3 Immunity. The Parties hereto agree that the arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator pursuant to this Lease.

27.4 Exceptions to Section 1282.2. The provisions of California Code of Civil Procedure § 1282.2 shall apply to the Arbitration except to the extent they are inconsistent with Section 27.3 above or the following:



27.4.1 Unless the Parties otherwise agree, the arbitrator shall appoint a time and place for the hearing and shall cause notice thereof to be served as provided in California Code of Civil Procedure § 1282.2 not less than thirty (30) days before the date set for the hearing, regardless of the aggregate amount in controversy.

27.4.2 No later than thirty (30) days prior to the date set for the hearing (unless, upon a showing of good cause by either Party, the arbitrator establishes a different period), in lieu of the exchange and inspection authorized by California Code of Civil Procedure § 1282.2(a)(2)(A), (B) and (C), each Party shall provide the other Party and the arbitrator with the following documents via simultaneous exchange made by personal messenger:

(A) A written Statement of Position (“**Statement of Position**”) setting forth in detail that Party’s final position regarding the Dispute;

(B) A written list of witnesses that Party intends to call at the hearing, designating which witnesses will be called as expert witnesses and a summary of each witness’s testimony; and

(C) A written list of the documents that Party intends to introduce at the hearing, together with complete and correct copies of all of such documents.

27.4.3 Reply. No later than thirty (30) days prior to the date set for the hearing, each Party may file a reply to the other Party’s Statement of Position (“**Reply**”). The Reply shall contain the following information:

(A) A written statement, limited to that Party’s rebuttal to the matters set forth in the other Party’s Statement of Position;

(B) A written list of witnesses that Party intends to call at the hearing to rebut the evidence to be presented by the other Party, designating which witnesses will be called as expert witnesses; and

(C) A written list of the documents that Party intends to introduce at the hearing to rebut the evidence to be presented by the other Party, together with complete and correct copies of all of such documents (unless, upon a showing of good cause by either Party, the arbitrator establishes a different deadline for delivering true and correct copies of such documents).

27.4.4 No list of any kind need be produced setting forth witnesses or documents to be used solely for the purpose of impeaching another Party’s witness.

27.4.5 The arbitrator is not bound by the rules of evidence, but may not consider any evidence not presented at the hearing. The arbitrator may exclude evidence for any reason a court may exclude evidence or as provided in this Lease.

27.5 Evidence. The provisions of California Code of Civil Procedure § 1282.2(a)(2)(E) shall not apply to the Arbitration. The arbitrator shall have no discretion to allow a Party to introduce witnesses or documents (other than impeachment testimony) unless such information

was previously delivered to the other Party in accordance with Section 27.4.2, or such evidence consists of a transcript of a deposition of an expert witness. Notwithstanding the preceding sentence, the arbitrator may allow a Party to introduce evidence which, in the exercise of reasonable diligence, could not have been delivered to the other Party in accordance with Section 27.4.2, provided such evidence is otherwise permissible hereunder.

27.6 Discovery. The provisions of California Code of Civil Procedure § 1283.05 shall not apply to an Arbitration except to the extent incorporated by other sections of the California Arbitration Act. There shall be no pre-arbitration discovery except as provided in Section 27.4.2; provided, however, each Party shall have the right, no later than fifteen (15) days prior to the date first set for the hearing, to conduct a deposition, not to exceed three (3) hours in duration unless the arbitrator otherwise determines that good cause exists to justify a longer period, of any person identified by the other Party as an expert witness pursuant to Section 27.4.2.

27.7 Awards of Arbitrator.

27.7.1 Disputes Regarding Insurance Matters. For disputes as to insurance, the arbitrator shall render an arbitral decision based on the arbitrator's determination of what insurance products are available, whether procurement is a prudent business practice and what limits of liability or deductibles provide adequate protection to City, as well as any other Dispute pertaining to insurance required to be obtained and maintained by Tenant under Article 12 of this Lease.

27.7.2 Upon the arbitrator's making of an arbitral award or arbitral decision, such arbitral award or arbitral decision shall be final and finding upon the Parties, absent Gross Error.

27.8 Powers of Arbitrator. In rendering an arbitral award or arbitral decision, the arbitrator shall have the power to consult or examine experts or authorities not disclosed by a Party pursuant to Section 27.4.2 hereof, provided that each Party is afforded the right to cross-examine such expert or rebut such authority.

27.9 Costs of Arbitration. Prior to the date on which an arbitral award or arbitral decision is made, Tenant and City shall equally pay all reasonable expenses and fees of the arbitrator, together with other expenses of Arbitration incurred or approved by the arbitrator, within thirty (30) days after receiving an invoice from the arbitrator or other third-party provider of services selected by the arbitrator. Failure of either Party to pay its share of expenses and fees constitutes a material breach of such Party's obligations under this Lease. From the date on which an arbitral award, or arbitral decision is rendered all expenses and fees set forth in this Section 27.9 shall be paid in accordance with Article 24 and the Prevailing Party shall be reimbursed by the other Party pursuant to Article 24.

27.10 Amendment to Implement Judgment. Within seven (7) days after the issuance of, and in accordance with an arbitral award or arbitral decision. City will draft a proposed amendment to this Lease that is mutually acceptable to the Parties. Within seven (7) days after delivery of a copy of the amendment to Tenant, Tenant will sign the amendment and return the executed copy to City, which shall thereafter be executed by City as soon as reasonably practicable.

27.11 Impact of Gross Error Allegations. Where either Party has charged the arbitrator with Gross Error:

27.11.1 Disqualification Judgment. The arbitral award shall not be implemented if the Party alleging Gross Error obtains a judgment of a court of competent jurisdiction stating that the arbitrator was guilty of Gross Error and vacating the arbitral award ("**Disqualification Judgment**"). In the event of a Disqualification Judgment, the Arbitration process shall begin over immediately in accordance with this Article 27, which Arbitration shall be conducted (with a different arbitrator) as expeditiously as reasonably possible.

27.11.2 Gross Error. The Party alleging Gross Error shall have the burden of proof. For the purposes of this Section 27.11, the term "**Gross Error**" shall mean that the arbitral award is subject to vacation pursuant to California Code of Civil Procedure Section 1286.2 or any successor provision.

27.12 NOTICE. BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISIONS OF THIS ARTICLE 28 DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARTICLE 28. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISIONS OF THIS ARTICLE 28 TO NEUTRAL ARBITRATION.

  
\_\_\_\_\_  
Tenant's Initials

\_\_\_\_\_  
City's Initials

## Article 28

### OPTION FOR PURCHASE OR LEASE OF PREMISES OR CITY HALL PARCEL

28.1 Option. If, at any time during the Term, City elects to (a) sell all or any portion of City's right, title, and interest in all or any portion of the Premises or City Hall Parcel, or (b) lease all or any portion of the Premises or City Hall Parcel, Tenant shall have an exclusive option to make a first offer with respect to any such sale or lease (the "**Option for Purchase or Lease**").

28.1.1 Availability Notice. Prior to actively listing or marketing the Premises or City Hall Parcel for sale or lease, City shall deliver to Tenant written notice (the "**Availability**

27.11 Impact of Gross Error Allegations. Where either Party has charged the arbitrator with Gross Error:

27.11.1 Disqualification Judgment. The arbitral award shall not be implemented if the Party alleging Gross Error obtains a judgment of a court of competent jurisdiction stating that the arbitrator was guilty of Gross Error and vacating the arbitral award ("**Disqualification Judgment**"). In the event of a Disqualification Judgment, the Arbitration process shall begin over immediately in accordance with this Article 27, which Arbitration shall be conducted (with a different arbitrator) as expeditiously as reasonably possible.

27.11.2 Gross Error. The Party alleging Gross Error shall have the burden of proof. For the purposes of this Section 27.11, the term "**Gross Error**" shall mean that the arbitral award is subject to vacation pursuant to California Code of Civil Procedure Section 1286.2 or any successor provision.

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WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISIONS OF THIS ARTICLE 28 TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Tenant's Initials

  
\_\_\_\_\_  
City's Initials

#### Article 28

#### OPTION FOR PURCHASE OR LEASE OF PREMISES OR CITY HALL PARCEL

28.1 Option. If, at any time during the Term, City elects to (a) sell all or any portion of City's right, title, and interest in all or any portion of the Premises or City Hall Parcel, or (b) lease all or any portion of the Premises or City Hall Parcel, Tenant shall have an exclusive option to make a first offer with respect to any such sale or lease (the "**Option for Purchase or Lease**").

28.1.1 Availability Notice. Prior to actively listing or marketing the Premises or City Hall Parcel for sale or lease, City shall deliver to Tenant written notice (the "**Availability**

**Notice**”) indicating the purchase price at which City desires to sell the Premises or City Hall Parcel or the rental value at which City desires to lease the Premises or City Hall Parcel (either, the **“Offered Price”**). Upon receipt of an Availability Notice, Tenant shall have ninety (90) days thereafter, or such time mutually agreed to by City and Tenant (the **“Negotiation Period”**) in which to (a) agree to purchase or lease the Premises or City Hall Parcel at the Offered Price, (b) decline to purchase or lease the Premises or City Hall Parcel at the Purchase Price, or (c) negotiate with City to determine a mutually agreeable purchase or lease price.

28.1.2 Acceptance. If, during the Negotiation Period, Tenant agrees to purchase or lease the Premises or City Hall Parcel, or portion thereof, then City and Tenant shall, within ninety (90) days after the date on which Tenant agreed to purchase the Premises or City Hall Parcel, or such other date mutually agreed to by City and Tenant, work cooperatively to consummate the purchase and sale or lease transaction.

28.1.3 Non-Offer; Non-Acceptance. If, during the Negotiation Period, (a) Tenant fails to respond to an Availability Notice, or (b) City and Tenant fail to agree on the purchase or lease price for the Premises or City Hall Parcel, then, commencing on the expiration of the Negotiation Period and for a period of two (2) years thereafter, City shall be free to sell or lease the portion of the Premises or City Hall Parcel identified in the Availability Notice to any party, and on any terms, for an amount not less than ninety percent (90%) of the Offered Price.

28.2 Termination of Option for Purchase or Lease. The Option for Purchase or Lease shall terminate the Expiration Date, or any earlier termination of this Lease.

28.3 Survival. This Article 28 and the Option for Purchase or Lease set forth herein are only for the benefit of Tenant, and no other person or entity shall be a beneficiary of this provision or have any rights to enforce the same. The Option for Purchase or Lease may be waived by Tenant in writing or modified by City and Tenant in writing without the consent or approval of any other person or entity.

## Article 29

### GENERAL

29.1 Compliance With Laws. During the performance of this Lease, Tenant and City shall each be responsible for the work of its own Authorized Representatives, employees, contractors and consultants and shall comply with all applicable federal, state and local laws, ordinances, codes, regulations, judicial decrees, and administrative orders and regulations. In the event any of the provisions of this Lease conflict with federal, state or local laws or requirements, the provisions of such laws and requirements shall prevail.

29.2 Counterparts. Any fully executed copy of this Lease shall be deemed an original for all purposes. This Lease may be fully executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

29.3 Time of Essence. Time is of the essence for the performance of each covenant and term of this Lease. Notwithstanding the foregoing, if any non-monetary obligation of Tenant or City cannot be satisfied within the time requirements of this Lease due to an Unavoidable Delay,

the time for performance of such obligation shall be extended on a day to day basis until such time as the Unavoidable Delay has ended, subject to the affected Party's duty to mitigate and to any other requirements or limitations in this Lease. Any Unavoidable Delay in construction shall be calculated using the critical path method of calculating delays as such method is typically used in the construction industry. As a condition to any extension of time for the performance of any obligation under this Lease due to an Unavoidable Delay, the Party seeking such extension shall notify the other Party in writing, within ten (10) Business Days after such Party has (or reasonably should have) actual knowledge of the need for the extension and the specific event or events giving rise to such Unavoidable Delay. Notwithstanding the foregoing, the period for compliance with monetary obligations shall not be extended hereunder for any reason, unless agreed to in writing by the Party to whom such monetary obligation is due.

29.4 Successors and Assigns. The terms, obligations, covenants and agreements of this Lease shall run with the land and inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, and, except as otherwise provided herein, may not be assigned independent of a sale of all of the Premises. Sale, conveyance or other Transfer of the Tenant Estate shall be subject to the terms and conditions of this Lease.

29.5 Remedies. All remedies herein conferred shall be deemed cumulative and no one remedy shall be exclusive of any other remedy herein conferred or created by law.

29.6 Waivers.

29.6.1 Limitations. The waiver by one Party of any Breach or Default under this Lease by the other Party shall be limited to the specific terms of a written waiver executed by the Party granting such waiver, and shall not invalidate this Lease, or any part hereof, and shall not constitute: (a) a general waiver of the breached or defaulted term, covenant, condition or promise, (b) a waiver of any other term, covenant, condition or promise under this Lease, or (c) a waiver of any subsequent Breach or Default of the same or any other term, covenant, condition or promise of this Lease. The extension by one Party of the time for performance of any act under this Lease shall not constitute a similar extension of the time for performance of any other act, nor shall it constitute a subsequent extension for an identical act required to be performed at a later time.

29.6.2 Requirement for Writing. All waivers of Breaches and Defaults under this Lease shall be in writing, executed by the Party granting such waiver, and except as expressly set forth in this Lease, no claim of waiver or acquiescence with respect to any of the provisions of this Lease shall be made against any Party, except on the basis of such a written instrument.

29.6.3 Rights and Remedies Under Law. Except as otherwise expressly set forth in this Lease, nothing in this Lease shall constitute a waiver of any rights or remedies available to any Party at law or in equity.

29.6.4 Default. A failure or delay by a Party to exercise any right it may have by reason of a Default of the other Party shall not (a) operate as a waiver of the Default or any subsequent or other Default under this Lease, (b) constitute or be deemed a modification of this Lease, or (c) prevent the exercise of any right by the Party not in Default.

29.7 Good Faith. Except where a Party hereto is specifically permitted to act in its sole and absolute discretion, each Party hereto agrees to act reasonably and in good faith with respect to approvals required under this Lease and the performance and fulfillment of the terms of each and every covenant and condition contained in this Lease.

29.8 No Partnership. Nothing in this Lease shall be deemed or construed as creating a partnership, joint venture, or association between City and Tenant, or cause either Party to be responsible in any way for the debts or obligations of the other Party, and neither the obligation to pay Rent nor the method of computing Rent nor any other provision contained in this Lease nor any acts of the Parties hereto shall be deemed to create any relationship between City and Tenant other than the relationship of City, as landlord, and Tenant, as tenant, under this Lease.

29.9 Integration. The executed Lease Documents, this Lease and the exhibits and addenda, if any, attached hereto, constitute the entire agreement between the Parties with respect to the Premises and the subject matter contained herein, and there are no agreements or representations between the Parties with respect to the same except as expressed herein.

29.10 Commissions. City and Tenant each represent and warrant to the other that it has employed no broker, finder or other Person in connection with this Lease or the transactions contemplated hereunder which might result in the other Party being held liable for all or any portion of a commission or finders' fee. City and Tenant each hereby agree to Indemnify one another against Claims, without requiring prior payment of such Claims by either of the Parties, arising by reason of the incorrectness of the representations and warranties made by such Party in this Section 29.10, including, without limitation, reasonable attorneys' fees and litigation costs. Tenant shall be fully responsible and liable for all commissions or finder's fees resulting from the Subleasing of the Premises, and will Indemnify City for any Claims whatsoever incurred by City with respect to the same without requirement that City first pay such Claims.

29.11 Survival. Notwithstanding anything to the contrary contained in this Lease, the provisions of this Lease (including, without limitation, the covenants, agreements, representations, warranties, obligations and liabilities described herein) which from their sense and context are intended to survive the expiration or earlier termination of this Lease, whether or not such provision expressly so provides, shall survive expiration or earlier termination of this Lease and shall continue to be binding upon the applicable Party.

29.12 Modification. This Lease may be changed, modified or discharged only by an agreement in writing signed by all Parties, and with the prior written consent of all Encumbrance Holders and the Tax Credit Investor.

29.13 Governing Law and Jurisdiction. This Lease shall be governed by and construed in accordance with the laws of the State of California (excepting those laws regarding conflicts of law or removal to another jurisdiction), and the courts of California shall have exclusive jurisdiction in respect of all disputes concerning or arising out of this Lease. Any Arbitration or other alternate dispute resolution procedure as may be agreed by the Parties, and any litigation concerning the subject of this Lease shall be carried out and adjudicated in Los Angeles County.

29.14 Interpretation.

29.14.1 Construction. This Lease shall be construed in accordance with its fair meaning, and not strictly for or against either Party hereto.

29.14.2 No Evidence. No drafts of this Lease or language proposed by any Party and not incorporated herein shall be used in interpreting this Lease.

29.14.3 Exhibits. All references in this Lease to exhibits shall be construed as though the words “hereby made a part hereof and incorporated herein by this reference” were, in each case, appended thereto. In the event of a conflict between this Lease and any of the exhibits attached hereto, the terms of this Lease shall govern.

29.14.4 Articles and Section Headings and References. The heading of the Articles and Sections of this Lease are provided solely for convenience of reference and are not intended to govern, limit or aid in the interpretation or construction of any term or provision of this Lease. Unless otherwise explicitly provided, all references to “Articles” or “Sections” are respectively to Articles or Sections of this Lease.

29.14.5 Interpretation. When the context of this Lease requires, (a) the plural and singular numbers shall be deemed to include the other; (b) the masculine, feminine and neuter genders shall be deemed to include the others and a partnership, corporation, joint venture or other entity; (c) “or” is not exclusive; (d) “includes” and “including” are not limiting; and (e) all things that in law or usage are considered as incidental to this contract, or as necessary to carry it into effect, are implied, even if some of them and not others are expressly mentioned herein.

29.15 No Third-Party Beneficiaries. Except as expressly set forth in this Lease, no parties other than City, and its successors and assigns, and Tenant, and its successors and assigns, shall be a beneficiary of the rights conferred in this Lease, and no other party shall be deemed a third-party beneficiary of such rights.

29.16 Exculpation of Certain Persons. No individual trustee, officer, director, shareholder, member, constituent partner, employee or agent of any Party, in his or her individual capacity as such, shall have any personal liability for the performance of any obligation of such Party under this Lease solely by reason of such status.

29.17 Performance Postponed. Any performance required under this Lease on a day that is not a Business Day shall be postponed until the next Business Day.

29.18 Severability. If (a) any provision of this Lease is held by a court of competent jurisdiction (or by an arbitrator in an Arbitration pursuant to Article 28) to be invalid, void or unenforceable (including any indemnity provision determined to be invalid, void or unenforceable under Section 2782) and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Lease, then the remainder of this Lease which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.



29.19 Legal Counsel Retained by Tenant. Tenant acknowledges that it has retained legal counsel in connection with the review and negotiation of this Lease.

## Article 30

### DEFINED TERMS

**“1995 Parking Agreement”** has the meaning set forth in Recital K.

**“Actual Costs”** means, with respect to a particular activity or procedure: (a) the out of-pocket costs and expenses incurred by City, including without limitation, expenditures for legal counsel, consultants, engineers, architects, and advisors; (b) costs incurred in connection with appraisals; and (c) the reasonable value of services provided by City’s in-house staff (including in-house counsel), including a reasonable allocation of City’s overhead and administrative costs.

**“Administrative Charge”** means a payment by Tenant to the City in the amount of five thousand dollars (\$5,000) for costs incurred by the City in connection with its review and processing of a Transfer or Financing Event.

**“Affiliate”** means any Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, Tenant.

**“Affordable Residential Project”** has the meaning set forth in Section 2.6.1.3.

**“AMC”** has the meaning set forth in Recital K.

**“Anniversary”** means the date exactly one (1) year after the date on which an event occurred in a previous calendar year.

**“Annual Net Residual Revenue”** has the meaning set forth in Section 4.1.2.

**“Annual Statement Due Date”** has the meaning set forth in Section 4.4.2.1.

**“Approved Construction Documents”** has the meaning set forth in Section 7.1.4.

**“Arbitration”** has the meaning set forth in Section 27.1.

**“Assignment Agreement”** has the meaning set forth in Section 8.6.3.

**“Authority”** has the meaning set forth in Recital I.

**“Authorized Representative(s)”** has the meaning set forth in Section 10.1.

**“Availability Notice”** has the meaning set forth in Section 28.1.1.

**“Base Rent”** has the meaning set forth in Section 4.1.

**“Beneficial Ownership Interest”** means and refers to the ultimate direct or indirect ownership interests, regardless of the form of ownership and regardless of whether such interests are owned

directly or indirectly, or through one or more layers of constituent partnerships, corporations, limited liability companies, trusts, or other entities.

**“Breach”** means a Tenant Breach when referring to Tenant and a City Breach when referring to City.

**“Business Day”** means any day other than (a) a Saturday or Sunday or (b) a holiday observed by City and as specified in its adopted Holiday Policy, as amended from time to time.

**“Capital Expenditures”** has the meaning set forth in Section 4.1.2.2.

**“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, as amended from time to time.

**“CEQA”** means the California Environment Quality Act, California Public Resources Code §§ 21000 *et seq.*, as amended from time to time.

**“Change of Control”** means a transaction whereby the transferee acquires a Beneficial Ownership Interest in Tenant such that after such transaction (a) there is a change in the identity of the Person who has the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities, by contract or otherwise, or (b) the transferee acquires, directly or indirectly, fifty percent (50%) or more of the Beneficial Ownership Interest in Tenant and as a result of such acquisition the transferee has the power to direct or cause the direction of the management and policies of Tenant; provided, however, that the transfer of the majority of the Beneficial Ownership Interest in Tenant to one or more non-managing members shall not constitute a Change of Control, so long as there is no change in the identity of the Person who has the power to direct or cause the direction of the management and policies of Tenant.

**“Change Ownership”** has the meaning set forth in Section 8.9.1.2.

**“Claim”** means any claim (including but not limited to workers compensation claims), loss, demand, action, liability, penalty, fine, judgment, lien, forfeiture, cost, expense, damage, or collection cost (including reasonable fees of attorneys, consultants, and experts related to any Claim).

**“Commencement Date”** has the meaning set forth in Section 2.3.

**“Completion Date”** means the date Tenant obtains a temporary certificate of occupancy for substantially all of the Initial Improvements.

**“Conceptual Plan”** means that plan Customarily associated with the “conceptual level” of design development, containing details as would be reasonably necessary to allow City to assess, at a “conceptual level,” the impacts of a proposed Improvement Requiring Approval in accordance with City’s rights under this Lease, which details shall include, without limitation, conceptual drawings, color and material samples, and plans and sketches of the proposed Improvement.

**“Condemnation”** or **“Condemned”** has the meaning set forth in Section 16.1.1.

**“Condemning Authority”** has the meaning set forth in Section 16.1.1.

**“Confidential Mark”** has the meaning set forth in Section 26.3.

**“Constant Dollars”** means the expressed dollar amount increased by the percentage increase of the CPI between the last day of calendar year 2022 and the last day of the calendar year preceding the calendar year in which such calculation is being made.

**“Construction Contract”** has the meaning set forth in Section 13.1.2.

**“Control”** or **“Controlling”** or **“Controls”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, family or trustee.

**“Construction Schedule”** has the meaning set forth in Section 7.1.2.

**“City”** has the meaning set forth in the Preamble.

**“City Breach”** has the meaning set forth in Section 18.6.

**“City Default”** has the meaning set forth in Section 18.6.

**“City Encumbrance”** has the meaning set forth in Section 20.1.

**“City Estate”** means all of City’s right, title, and interest in and to: (a) its fee estate in the Premises, subject to this Lease; (b) its reversionary interest in the Project, if any; (c) all Rent; and (d) other benefits due City hereunder.

**“City Hall Parcel”** has the meaning set forth in Recital B.

**“City Indemnified Parties”** means collectively, for purposes of indemnification only, City, and its respective elected officials, boards and commissions, officers, agents, consultants, contractors, employees, volunteers, attorneys, agents, trustees, successors, and assigns.

**“City Indemnitor”** means, for purposes of environmental indemnification only, City, or any Person acting on City’s behalf or by anyone employed by or contracted with City in the course of such employment or contracted work.

**“City Parties”** means City, and its elected officials, boards and commissions, officers, directors, employees, volunteers, attorneys, agents, consultants, contractors, affiliated parties (including corporations), invitees, and guests.

**“City Property”** has the meaning set forth in Recital A.

**“City Response”** means City’s written notification of its approval, disapproval or request for changes to any plans and specifications submitted by Tenant.

**“City Transfer”** has the meaning set forth in Section 20.1.

**“Commercial Project”** has the meaning set forth in Recital E.

**“Conditions Precedent”** has the meaning set forth in Section 2.2.

**“CPI”** means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange City, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor’s most comprehensive official index then in use that most nearly corresponds to the index named above. If, at any time, the U.S. Department of Labor calculates the CPI using a base period that is different from the 1982-84 = 100 base period, then the CPI figures used for calculating any adjustment pursuant to this Lease shall first be converted to the appropriate base period using a conversion formula supplied by the U.S. Department of Labor. If during the Term of this Lease the U.S. Department of Labor no longer publishes the Consumer Price Index, then another index generally recognized as authoritative shall be substituted.

**“Cure Period”** has the meaning set forth in Section 18.1.

**“Customary”** or **“Customarily”** means features, levels of detail, standards, practices and other matters which are in accordance with code and governmental requirements and custom and practice in the field of architecture and engineering design or the construction industry or the real estate industry (as the case may be) in Los Angeles, California with respect to the design and construction of similar improvements or the operation and management of similar real property (as the case may be).

**“Damage”** and **“Damaged”** have the meanings set forth in Section 15.1.

**“Day”** or **“day”** means a calendar day, unless otherwise specified.

**“Default”** means a Tenant Default when referring to Tenant and a City Default when referring to City.

**“Default Rate”** means the lesser of (a) five (5) percentage points in excess of the then existing Prime Rate, and (b) the highest interest rate then permitted by law at the time such interest rate is applied.

**“Design Professional Contract”** has the meaning set forth in Section 13.1.3.

**“Designated Encumbrance Holder”** has the meaning set forth in Section 9.6.

**“Development Agreement”** has the meaning set forth in Recital D.

**“Development Work”** means all work associated with the Work of Construction and Work of Improvement in connection with the Project.

**“Dispute”** has the meaning set forth in Section 27.1.

**“Dispute-Related Costs”** has the meaning set forth in Article 23.

**“Disqualification Judgment”** has the meaning set forth in Section 27.11.1.

**“Effective Date”** has the meaning set forth in the Preamble.

**“Emergency Work”** has the meaning set forth in Section 7.5.

**“ENA”** has the meaning set forth in Recital C.

**“Encumbrance”** means any direct or indirect grant, pledge, assignment, transfer, mortgage, hypothecation, grant of control, grant of security interest, or other encumbrance to an Encumbrance Holder, as security for a loan, of or in: (a) all or any portion of Tenant’s Estate; or (b) a Beneficial Ownership Interest in Tenant (if an absolute assignment from the holder of such Beneficial Ownership Interest in Tenant to the holder of the Encumbrance would have required City’s consent under this Lease), but shall not include City’s fee interest in the City Property, unless otherwise provided in this Lease.

**“Encumbrance Holder”** means, a lender that is the holder of an Encumbrance that has been approved by City (or which was exempted from such approval as part of a Permitted Financing Event), including any and all Affiliates of such Encumbrance Holder which have succeeded by assignment or otherwise to any rights, interests or liabilities of the Encumbrance Holder with respect to the Encumbrance or which have been designated by the Encumbrance Holder to exercise any rights or remedies under the Encumbrance or to take title to the Tenant Estate or to Beneficial Ownership Interests in Tenant and such Affiliates shall enjoy all of the rights and protections given to an Encumbrance Holder under this Lease.

**“Encumbrance Holder Cure Period”** means, such period as may be set forth in this Lease in which an Encumbrance Holder or Tax Credit Investor may cure a Tenant Breach or Tenant Default; provided that, as applicable, (a) the Encumbrance held by such Encumbrance Holder has received City’s approval (unless such an Encumbrance was exempted from City’s approval as part of a Permitted Financing Event), or (b) the Beneficial Ownership Interest in Tenant held by such Tax Credit Investor has received City’s approval (unless such Beneficial Ownership Interest was exempted from City’s approval as part of a Permitted Transfer).

**“Encumbrance Holder Notice”** means a notice issued by City to an Encumbrance Holder (that has provided notice to City in writing of (a) its interest in receiving such a notice, and (b) its address for the receipt of such notice) of a Tenant Breach or Tenant Default, describing the Tenant Breach or Tenant Default, and identifying the type and duration of the Encumbrance Holder Cure Period.

**“Entitlements”** has the meaning set forth in Section 2.2.1.

**“Environmental Agency”** means (a) the United States Environmental Protection Agency; (b) the California Environmental Protection Agency and all of its sub-entities having jurisdiction over the Premises, including any Regional Water Quality Control Board, the State Water Resources Control Board, the Department of Toxic Substances Control, the South Coast Air Quality Management District, and the California Air Resources Board; (c) the City; (d) any Fire Department or Health Department with jurisdiction over the Premises; and (e) any other federal, state or local Governmental Authority that has or asserts jurisdiction over Releases or the presence, use, storage,

transfer, manufacture, licensing, reporting, permitting, analysis, disposal or treatment of Hazardous Substances.

**“Environmental Law(s)”** means any federal, state, or local laws, ordinances, rules, regulations, requirements, orders, directives, formal guidelines, or permit conditions (including those of an Environmental Agency), in existence as of the Effective Date or as later enacted, promulgated, issued, modified or adopted, regulating or relating to Hazardous Substances, and all applicable judicial, administrative and regulatory, decrees, judgments and orders and common law, including those relating to industrial hygiene, public safety, human health, or protection of the environment, or the reporting, licensing, permitting, use, presence, transfer, treatment, analysis, generation, manufacture, storage, discharge, Release, disposal, transportation, Investigation or Remediation of Hazardous Substances. Environmental Laws shall include, without limitation, all of the laws listed under the definition of Hazardous Substances.

**“Equity Encumbrance Holder”** means an Encumbrance Holder holding an Encumbrance with respect to a Beneficial Ownership Interest in Tenant.

**“Equity Foreclosure Transferee”** means an Equity Encumbrance Holder that acquires an interest consisting of all or a portion of the Beneficial Ownership Interests in Tenant and which has replaced the previous managing member of Tenant pursuant to Section 8.9.

**“Escrow Holder”** means Stewart Title Guaranty Company.

**“Estoppel Certificate”** means a certificate executed by a Party in the form attached hereto as Exhibit J or such other commercially reasonable form requested by either Party.

**“Excavation Condition”** means any soils excavated from the Premises by Tenant for the construction of the Project that are contaminated by Hazardous Substances.

**“Excluded Breaches and Defaults”** means Tenant Breaches and Tenant Defaults which (a) existed prior to a Foreclosure Transfer, and (b) are (i) incurable non-monetary Tenant Breaches or Tenant Defaults, (ii) are non-monetary Tenant Breaches or Tenant Defaults that can only be cured by a previous tenant no longer in possession of the Premises, or (iii) are monetary claims by City against Tenant for indemnification under this Lease or any Legal Requirement.

**“Excluded Transfers”** has the meaning set forth in Section 8.9.1.3.

**“Expiration Date”** has the meaning set forth in Section 3.1.

**“Final Construction Documents”** means final plans and specifications required by City for the issuance of all building permits with respect to construction and containing details as would be reasonably necessary to allow City to assess all impacts of such proposed construction in accordance with City’s rights under this Lease.

**“Final Statement Due Date”** has the meaning set forth in Section 4.4.2.1.

**“Financing Event”** means any financing or refinancing consummated by Tenant or by the holder of a Beneficial Ownership Interest in Tenant, where such financing or refinancing is secured by an Encumbrance.

**“First Rent Year”** has the meaning set forth in Section 4.1.

**“Force Majeure Event”** means any of the following events: (A) a strike or labor dispute; (B) inclement weather in excess of the ten (10) year average for Metropolitan Los Angeles during the applicable month; (C) an earthquake or other natural disaster; (D) general inability to procure or general shortage of labor, equipment, materials, or supplies in the open market, or failure of transportation (but, in each case, not attributable to a mere increase in price or Tenant’s acts or failure to act but to a general market condition); (E) a material change in capital markets conditions; (F) acts of a public enemy, hostilities of war, insurrections, riots, mob violence, sabotage, acts of terrorism, terrorist threats, and malicious mischief; (G) casualty causing material damage to previously constructed Improvements; (H) communicable disease outbreak, epidemic, or pandemic; (I) generally applicable government orders or directives not resulting from a violation of Legal Requirements or any other action or inaction of Tenant; and (J) any failure by City to satisfy the Conditions Precedent applicable to City.

**“Foreclosure Transfer”** means any transfer of (a) the entire Tenant Estate, or (b) all of the Beneficial Ownership Interest in (i) Tenant or (ii) a managing member of Tenant pursuant to any judicial or non-judicial foreclosure or other enforcement of remedies under or with respect to an Encumbrance that was approved by City (or that was a Permitted Financing Event), or by voluntary deed or other transfer in lieu thereof.

**“Foreclosure Transferee”** means any transferee (including an Encumbrance Holder or a Tax Credit Investor) that acquires title to the entire Tenant Estate or to all of the Beneficial Ownership Interest in Tenant pursuant to a Foreclosure Transfer.

**“Full Replacement Cost”** has the meaning set forth in Section 12.1.4.

**“GAAP”** means generally accepted accounting principles in the United States of America as of the date of the applicable financial report or such other principles as may be customarily used in the United States of America.

**“General Contractor”** has the meaning set forth in Section 2.2.4.

**“General Policyholders Rating”** has the meaning set forth in Section 12.3.6.

**“Government Lists”** has the meaning set forth in Section 17.1.11.

**“Governmental Approval”** or **“Governmental Approvals”** means any entitlement, license, permit, approval, declaration, certification, designation or other ministerial or discretionary approval required from any Governmental Authority for the development, construction and operation of the Project, including any CEQA document, development agreement, tract map, zone change, zoning variance, density bonus, or conditional use permit that may be required in connection with the Project.

**“Governmental Authority” or “Governmental Authorities”** mean(s) any federal, state, county, municipal or local governmental, or any quasi-governmental body or authority having or exercising jurisdiction over any Party, or all or a portion of the Project.

**“Gross Error”** has the meaning set forth in Section 27.11.2.

**“Gross Revenue”** has the meaning set forth in Section 4.1.2.2.

**“Gross Transfer Proceeds”** has the meaning set forth in Section 8.9.1.4.

**“Hazardous Substances” or “Hazardous Substance”** means all of the following, but not including “Permitted Hazardous Substances”:

1. Any substance, product, waste or other material of any nature whatsoever which is or becomes defined, listed or regulated as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “solid waste” or similarly defined substance pursuant to any Environmental Law (which Environmental Law shall include any and all regulations either in the Code of Federal Regulations or the California Code of Regulations or any other regulations implemented under the authority of such Environmental Law), including all of the following:

The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*;

The Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101, *et seq.*;

Those substances listed on the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto);

The Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*;

The Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*;

The Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*;

The Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*;

The California Hazardous Waste Control Act, Health and Safety Code §§ 25100 *et seq.* (including without limitation “Hazardous Waste” as defined in § 25117);

The California Underground Storage of Hazardous Substances Act, Health and Safety Code §§ 25280, *et seq.*;

The California Hazardous Substance Account Act, Health and Safety Code §§ 25300 *et seq.* (with particular reference to the definition contained in Health and Safety Code § 25316);

The California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code §§ 25249.5 *et seq.*;



The California Hazardous Waste Treatment Reform Act, Health and Safety Code §§ 25179.1 *et seq.*;

The California Health and Safety Code §§ 25500 *et seq.* (Hazardous Materials Response Plans and Inventory);

The California Hazardous Substances Information and Training Act, Labor Code §§ 6360 *et seq.*;

The California Porter-Cologne Water Quality Control Act, Water Code §§ 13000 *et seq.*; and

Any other federal, state or local law, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material of any nature whatsoever, as now or at any time hereafter in effect, or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court.

2. Notwithstanding Health and Safety Code § 25317, or any successor or later enacted Environmental Law, petroleum, any petroleum by-products, waste oil, crude oil or natural gas;

3. Any material, waste or substance that is or contains asbestos or polychlorinated biphenyls, is radioactive, flammable or explosive; and

4. Any other substance, product, waste or material of any nature whatsoever defined or to be treated or handled as a Hazardous Substance pursuant to the provisions of this Lease or the Lease Documents.

**“Imposition”** means any tax (including possessory interest tax, real property tax, ad valorem tax and personal property tax), duty, assessment, charge, license fee, municipal lien, levy, fee, excise tax, impact fee, or impost, whether general or special, ordinary or extraordinary, levied, assessed, charged or imposed from time to time by any Governmental Authority pursuant to then-existing law against (a) the Premises, (b) the Project, (c) the Tenant Estate, (d) Tenant’s possessory rights, or (e) goods, merchandise, fixtures, appliances, equipment, and property owned by Tenant, located in, on or about the Premises or Project, including, but not limited to taxes and/or assessments, or increases in taxes and/or assessments arising as a result of Tenant’s development of the Project. If, at any time during the Term of this Lease the methods of taxation prevailing at the Effective Date are altered so that in lieu of any Imposition described herein there is levied, assessed or imposed an alternate or substitute tax or payment, however designated, such alternate or substitute tax or payment shall be deemed an Imposition for the purpose of this Lease.

**“Imposition Contest”** has the meaning set forth in Section 5.1.4.

**“Improvements”** means all buildings, structures, fixtures, fences, fountains, walls, paving, parking areas, driveways, walkways, plazas, landscaping, permanently affixed utility systems and other improvements existing, located on or attached to the Premises from time to time, including the Initial Improvements and any other improvements constructed by Tenant as part of the Project pursuant to the terms of this Lease.

**“Improvements Requiring Approval”** means the Initial Improvements and all other Improvements to be constructed, installed, maintained, repaired, or replaced for or by Tenant within, from, or about the Project, except those Improvements that (a) are constructed, installed, maintained, repaired, or replaced from or are contained entirely within then-existing Improvements that do not (i) materially adversely affect public health and safety, or (ii) materially adversely affect the health and safety of City Parties; (b) result from regular maintenance, repair, restoration, alteration, or improvement of existing Improvements (and that do not materially adversely affect (a)(i) and (a)(ii) above), (c) are Tenant Improvements that do not materially adversely affect (a)(i) and (a)(ii) above, (d) are mandated due to changes in Legal Requirements during the Term, and/or (e) involve the replacement of an existing Improvement with a new improvement that is the same or better quality as the existing Improvement in all material respects (provided that such existing Improvement was installed in accordance with this Lease), and such replacement does not materially adversely affect (a)(i) and (a)(ii) above.

**“Indemnify”** means collectively indemnify, defend (by counsel reasonably acceptable to Indemnified Party), protect, and hold harmless, without a requirement that the Indemnified Party first pay any amounts.

**“Initial Improvements”** means the Improvements that Tenant is initially required to construct on the Premises pursuant to this Lease in order to complete the Project.

**“Initial Term”** has the meaning set forth in Section 3.1.

**“Initiating Party”** has the meaning set forth in Section 27.1.1.

**“Institutional Lender”** means any Encumbrance Holder or Equity Encumbrance Holder, which is, or is an Affiliate of, a commercial bank, savings bank, savings and loan institution, insurance company, pension fund, investment bank, opportunity fund, mortgage conduit, real estate investment trust, commercial finance lender or other similar financial institution which ordinarily engages in the business of making, holding or servicing commercial real estate loans and/or holding tax exempt private activity bonds.

**“Insurance Proceeds”** means any amount received by a Party from an insurance carrier.

**“Insurance Renegotiation Date”** has the meaning set forth in Section 12.8.

**“Investigate”** or **“Investigation”** means those observations, inquiries and examinations, and that sampling, monitoring, analysis, exploration, research, inspection and surveying reasonably necessary to characterize and/or evaluate the nature, extent and/or impact of Hazardous Substances on, or Releases from, the Premises, the Project and/or any adjacent or affected properties, including the air, soil, surface water, and/or groundwater contained therein.

**“ISO”** has the meaning set forth in Section 12.1.1.

**“Lease”** has the meaning set forth in the Preamble.

**“Lease Documents”** means all documents and instruments attached hereto or referenced herein which one or the other Party, or both, are required to execute pursuant to this Lease.

**“Legal Requirements”** means all of the following, even if unforeseen or extraordinary, to the extent affecting and applicable to, (a) Tenant, or its respective members, owners, shareholders, officers, employees, contractors, consultants, agents, customers, guests, or invitees, (b) City and City Parties, (c) all or any portion of the Premises, or (d) the use, occupancy, possession, construction, operation, maintenance, improvement, alteration, repair, or restoration of any of the Project: (i) all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, resolutions, covenants, restrictions, administrative or judicial determinations, of every Governmental Authority and of every court or agency claiming jurisdiction over the Tenant, City Parties, the Project or the Premises, whether enacted or in effect as of the Effective Date or thereafter, including, but not limited to, Environmental Laws, zoning laws, building codes and regulations, the Public Records Act, and those laws relating to accessibility to, usability by, and discrimination against, disabled individuals, prevailing wage laws (including, but not limited to, California Labor Code §§ 1720 *et seq.* and the federal Davis-Bacon Act (40 U.S.C. 276a)), and any other applicable federal, state and local laws; (ii) all present and future rules, regulations, and requirements pertaining to the allocation and disbursement of funds appropriated by the United States Department of Housing and Urban Development, including but not limited to the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Executive Order 12372; (iii) all covenants, restrictions, and conditions now or hereafter of record; and (iv) the Permitted Exceptions. All such Legal Requirements shall apply, to the extent they are otherwise applicable, even if compliance therewith necessitates structural changes to the Improvements or the making of additional Improvements, or results in interference with the use or enjoyment of any of the Project.

**“Loan Amount”** has the meaning set forth in Section 8.9.1.5.

**“Logical Evolution”** or **“Logically Evolve”** means the further development, refinement or amplification of the preceding level of design development as approved in writing by City pursuant to Article 7, to the extent such further development, refinement or amplification flows logically, naturally and foreseeably from the preceding level of design development, and reflects, among other things, good architectural and engineering design, and is in compliance with the terms of this Lease and all Legal Requirements.

**“Major Sublease”** means a sublease that grants or conveys to a sublessee the right to possess or use all or a substantially all of one or more components of the Project.

**“Major Sublessee”** means a sublessee under a Major Sublease.

**“Market Residential Project”** has the meaning set forth in Section 4.4.3.1.

**“Memorandum of Ground Lease”** has the meaning set forth in Section 2.5.

**“Migratory Condition”** means any Hazardous Substances that come to be on the Premises after the Commencement Date through passive migration from a source located outside of the Premises.

**“Minimum Annual Return”** has the meaning set forth in Section 4.1.2.2.

**“Negotiation Period”** has the meaning set forth in Section 28.1.1.

**“OFAC”** has the meaning set forth in Section 17.1.11.

**“Offered Price”** has the meaning set forth in Section 28.1.1.

**“Official Records”** means the Official Records of the Los Angeles County Recorder.

**“Operating Expenses”** has the meaning set forth in Section 4.1.2.2.

**“Operation Period”** means the first day of the calendar month after the calendar month in which the certificate of occupancy is delivered to Tenant and seventy-five percent (75%) of the rentable square footage of the Project is leased to sublessees who are open for business.

**“Options”** has the meaning set forth in Section 3.2.

**“Option for Purchase or Lease”** has the meaning set forth in Section 28.1.

**“Option Periods”** has the meaning set forth in Section 3.2.

**“Other Lease Default”** has the meaning set forth in Section 2.6.1.2.

**“Option Rent”** has the meaning set forth in Section 4.2.

**“Outside Commencement Date”** has the meaning set forth in Section 2.3.

**“Parking Structure”** has the meaning set forth in Recital I.

**“Parking Structure Easement”** has the meaning set forth in Recital O.

**“Parking Structure Parcel”** has the meaning set forth in Recital H.

**“Party”** and **“Parties”** have the meaning set forth in the Preamble.

**“Patriot Act Offense”** has the meaning set forth in Section 17.1.11.

**“Percentage Rent Payment”** has the meaning set forth in Section 4.1.2.

**“Permitted Exceptions”** means those matters set forth on Exhibit D to the extent affecting the Premises as of the Effective Date, together with: (a) any lien of any non-delinquent property taxes and assessments; (b) all applicable building and zoning laws and regulations; (c) other matters created by, through or under Tenant; and (d) such other exceptions to title as City and Tenant may hereafter mutually approve in writing.

**“Permitted Financing Event”** means any Financing Event in which an Institutional Lender, a governmental entity or a quasi-governmental entity becomes an Encumbrance Holder and (a) in the case of any Financing Event secured by an Encumbrance of the Tenant Estate, (i) the aggregate amount of the debt secured by all such Encumbrances of the Tenant Estate does not exceed ninety percent (90%) of the appraised value of the Project as of the date of the Financing Event (or, as to construction loans, ninety percent (90%) of the pro forma stabilized value) and (ii) the debt service coverage ratio with respect to all debt secured by all Encumbrances of the Tenant Estate is not less

than 1.10 based on the Net Operating Income of the Project (or, for construction loans, based on the pro forma stabilized Net Operating Income) and (b) in the case of any Financing Event involving an Encumbrance of any Beneficial Ownership Interests in Tenant, (i) the aggregate amount of the debt secured by all Encumbrances of the Tenant Estate and all Encumbrances of any Beneficial Ownership Interests in Tenant does not exceed ninety percent (90%) of the appraised value of the Project as of the date of the Financing Event (or, as to construction loans, ninety percent (90%) of the pro forma stabilized value) and (ii) the debt service coverage ratio with respect to all debt secured by all Encumbrances of the Tenant Estate and all Encumbrances of any Beneficial Ownership Interests in Tenant is not less than 1.15 based on the Net Operating Income of the Project (or, for construction loans, based on the pro forma stabilized Net Operating Income). Not less than thirty (30) days prior to the consummation of a Permitted Financing Event, Tenant shall provide City with notice of the Permitted Financing Event, which notice shall include (w) the loan commitment, application and term sheet for such Permitted Financing Event, (x) all statements of Net Operating Income and all statements of pro forma stabilized Net Operating Income presented to the proposed Encumbrance Holder as part of such Permitted Financing Event, (y) all appraisals performed in conjunction with such Permitted Financing Event, and (z) such other materials as may be reasonably requested by City and as are necessary for City to confirm that the proposed Financing Event qualifies as a Permitted Financing Event.

**“Permitted Hazardous Substances”** means: all (a) construction and maintenance supplies and materials (including paint), (b) gardening supplies, (c) gasoline, motor oil, or lubricants contained within vehicles or machinery operated on the Premises or within the Project, and (d) general office supplies and products, cleaning supplies and products, and other commonly used supplies and products, (e) propane in proper tanks, (f) diesel and other fuel contained in proper fuel tanks for generators and back-up generators, and (g) all materials customarily used and/or sold by subtenants in the ordinary course of business; in each case to the extent the same are (i) used in a regular and customary manner or in the manner for which they were designed, (ii) used in compliance with all applicable Environmental Laws and product labeling and handling instructions, (iii) customarily used in the ordinary course of business by Tenant, (iv) used, stored and handled in such amounts as is normal and prudent for the user’s business conducted on the Premises, and (v) used, handled, stored and disposed of in compliance with all applicable Environmental Laws and product liability and handling instructions.

**“Permitted Transfer”** has the meaning set forth in Section 8.5.

**“Person”** or **“Persons”** means any individual, partnership, joint venture, corporation, limited liability company, limited liability partnership, trust or other private or public entity, with the power and authority to act and conduct business on its own behalf.

**“Phase”** has the meaning set forth in Recital G.

**“Phase Tenant”** has the meaning set forth in Section 2.6.

**“Post-Completion Capital Expenditures”** has the meaning set forth in Section 4.1.2.2.

**“Premises”** has the meaning set forth in Recital E.

**“Premises Assignment”** has the meaning set forth in Section 2.6.

**“Prevailing Party”** has the meaning set forth in Article 24.

**“Primary Coverage”** has the meaning set forth in Section 12.1.1.

**“Profit Participation Payment”** has the meaning set forth in Section 8.9.

**“Project”** has the meaning set forth in Recital E.

**“Project Financing”** has the meaning set forth in Section 2.2.3.

**“Property Taxes”** has the meaning set forth in Section 4.4.3.

**“Proposed Ground Lease”** has the meaning set forth in Section 2.6.

**“Protected Contractor”** has the meaning set forth in Section 13.1.3.

**“Public Finance Agency”** has the meaning set forth in Section 2.6.1.3.

**“Public Revenues”** has the meaning set forth in Section 4.4.3.

**“Public Revenues Capital Account”** has the meaning set forth in Section 4.4.

**“Public Revenues Payments”** has the meaning set forth in Section 4.4.

**“Public Revenues Shortfall Payment”** has the meaning set forth in Section 4.4.

**“Public Revenues Surplus Payment”** has the meaning set forth in Section 4.4.

**“Recitals”** means all of the recitals commencing on page 1 and incorporated into this Lease in Section 1.1.

**“Release”** means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing, or dumping of Hazardous Substances onto or from the Premises or the Project.

**“Released Premises”** has the meaning set forth in Section 2.6.

**“Release Request”** has the meaning set forth in Section 2.6.

**“Remediate” or “Remediation”** means any response or remedial action as defined under 42 U.S.C. §9601(24) of CERCLA, and similar actions with respect to Hazardous Substances as defined under comparable state and local laws, and any other clean-up, removal, containment, abatement, monitoring, treatment, disposal, closure, restoration or other mitigation or remediation of Hazardous Substances or Releases required by any Environmental Agency or within the purview of any Environmental Law.

**“Rent”** means Base Rent, Percentage Rent, and any other kind or type of rent, as the context dictates, and all other sums due and payable to City by Tenant.

**“Rent Year”** has the meaning set forth in Section 4.1.

**“Reply”** has the meaning set forth in Section 27.4.3.

**“Reputable Property Manager”** means a property manager that satisfies both of the following: (1) is an experienced and qualified manager of commercial and retail developments of comparable size and situated in similar urban settings and (ii) the executive management of such property manager shall have a minimum of ten (10) years’ experience in the successful management and operation of commercial and retail developments of approximately comparable size and situated in similar urban settings.

**“Request for Arbitration”** has the meaning set forth in Section 27.1.1.

**“Residential Project”** has the meaning set forth in Recital E.

**“Responding Party”** has the meaning set forth in Section 27.1.1.

**“Response”** has the meaning set forth in Section 27.1.1.

**“Restore” or “Restoration”** has the meaning set forth in Section 15.2.1.

**“Revised Construction Documents”** has the meaning set forth in Section 7.1.7.

**“Revisions Notice”** has the meaning set forth in Section 2.6.1.1.

**“Sale”** has the meaning set forth in Section 8.9.

**“Sale Excess Net Proceeds”** has the meaning set forth in Section 8.9.

**“Sales Taxes”** has the meaning set forth in Section 4.4.3.

**“Second Rent Year”** has the meaning set forth in Section 4.1.

**“Section 2782”** has the meaning set forth in Section 13.1.2.

**“Section 2782.8”** has the meaning set forth in Section 13.1.3.

**“Single Subsequent Transfer”** has the meaning set forth in Section 9.2.2.

**“Statement Due Date”** has the meaning set forth in Section 4.4.2.1.

**“Statement of Position”** has the meaning set forth in Section 27.4.2(A).

**“Statement of Public Revenues”** has the meaning set forth in Section 4.4.2.1.

**“Tax Credit Investor”** means any entity holding a Beneficial Ownership Interest of a Phase Tenant of a Phase financed in whole or in part with Tax Credits. Tax Credit Investors shall be deemed to include any Affiliates of such Tax Credit Investor that have succeeded by assignment or otherwise to any rights, interests or liabilities of the Tax Credit Investor with respect to the

respective Encumbrance or Beneficial Ownership Interest in the Phase Tenant of the Phase financed in whole or in part with Tax Credits, or which have been designated by the Tax Credit Investor to exercise any rights or remedies under the Encumbrance or Beneficial Ownership Interest or to take title to the Tenant Estate or to Beneficial Ownership Interest in such Phase Tenant, and such Affiliates shall enjoy all of the rights and protections given to a Tax Credit Investor under this Lease.

**“Tax Credits”** means federal and/or state low income housing tax credits, including, without limitation, the federal tax credit allowed pursuant to Section 42 of the Internal Revenue Code, as amended, and California Revenue and Taxation Code Section 23610.5, as amended.

**“Tenant”** has the meaning set forth in the Preamble.

**“Tenant Breach”** has the meaning set forth in Section 18.1.

**“Tenant Change”** has the meaning set forth in Section 7.1.7.

**“Tenant Default”** has the meaning set forth in Section 18.1.

**“Tenant Estate”** or **“Tenant’s Estate”** means all of Tenant’s right, title and interest in its leasehold estate in the Premises, its ownership interest in the Project, and all of its other interests under this Lease.

**“Tenant Improvement(s)”** means any Improvements made relating to the interior of the buildings and structures comprising the Project that do not in any material adverse way impact the structural elements of the Project, are made and/or installed in accordance with all applicable Legal Requirements, and do not (i) materially adversely affect public health and safety, or (ii) materially adversely affect the health and safety of City Parties.

**“Tenant Indemnified Parties”** means collectively, Tenant, its Affiliates, and their respective partners, members, managers, shareholders, trustees, beneficiaries, attorneys, agents, heirs, representatives, successors and assigns, and any individual (employee, officer, partner, director, manager, member, commissioner or board member), employed by or acting on behalf of any of the above entities, as applicable.

**“Tenant Indemnitor”** means, for purposes of indemnification only, Tenant, or any Person acting on Tenant’s behalf or by anyone employed by or contracted with Tenant in the course of such employment or contracted work.

**“Term”** has the meaning set forth in Section 3.2.

**“Theater Developer”** has the meaning set forth in Recital K.

**“Third Rent Year”** has the meaning set forth in Section 4.1.

**“Third Rent Year Commencement Date”** has the meaning set forth in Section 4.1.

**“Total Net Private Investment”** has the meaning set forth in Section 4.1.2.2.



**“Transfer”** has the meaning set forth in Section 8.1.3.

**“Transfer Approval Request”** has the meaning set forth in Section 8.6.2.1.

**“Umbrella Coverage”** has the meaning set forth in Section 12.1.1.

**“Unavoidable Delay”** means a delay beyond the control of the Party claiming the delay which satisfies each of the following requirements:

a. The delay would prevent or hinder the performance or satisfaction of an obligation under this Lease by any reasonable Person similarly situated and shall not apply to a delay peculiar to the Party claiming the delay (such as the failure to order materials in a timely fashion).

b. The delay must arise out of:

i. A Force Majeure Event;

ii. Delay in performance of any term, covenant, condition or obligation under this Lease as a result of a Breach, Default or delay of the other Party, whether in rendering approvals or otherwise; or

iii. Any lawsuit, action or other proceeding by any Person (other than by or at the direction of Tenant or any of its Affiliates) that is filed after the Effective Date that challenges (1) any Governmental Approval or (2) any action taken by or the ability of any Party to take any action, all under or in connection with this Lease; provided, however, that any lawsuit, action or other proceeding pertaining to or arising out of a Governmental Approval pertaining to Initial Improvements of a scope materially different than that described in any plans and specifications approved by City pursuant to this Lease shall not constitute an Unavoidable Delay.

iv. A default by City under any agreements executed by City and Tenant pursuant to which City has agreed to provide funding or financing for the construction and development of the Project.

c. The delay is detailed in a written notice given by the Party claiming such delay to the other Party within fifteen (15) days after the Party claiming such delay has actual knowledge of the event giving rise to the claim of delay, which notice shall, at a minimum, reasonably specify the (i) nature of the delay, (ii) the date the delay commenced and (if not ongoing) ended and (iii) the reason(s) such delay is an Unavoidable Delay.

**“Work of Construction”** means the construction of Improvements Requiring Approval on the Premises for or by Tenant.

**“Work of Improvement”** means any and all work related to any improvement, including any Improvement, conducted on or from the Premises by or on behalf of Tenant, including the creation, installation, addition, alteration, modification, surfacing, painting or construction of any such improvement.

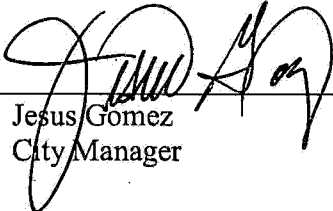
**“Year of Stabilization”** means the earlier of: (1) the first (1st) year in which ninety-two percent (92%) of the rentable square footage of the Project is leased to sublessees who are open for business; (2) the first anniversary of the commencement of the Operation Period; and (3) the third (3rd) anniversary of the Completion Date.

[Signatures on following pages.]


**IN WITNESS WHEREOF**, the Parties have executed this Lease as of the date and year first above written.

**"CITY"**

**CITY OF NORWALK,**  
a California municipal corporation

By:   
Jesus Gomez  
City Manager

**APPROVED AS TO FORM:**

By:   
Arnold M. Alvarez Glasman  
City Attorney

**"TENANT"**

**PRIMESTOR NORWALK ENTERTAINMENT, LLC,**  
a Delaware limited liability company

By: Primestor Development, Inc.,  
a Nevada corporation

By: \_\_\_\_\_  
Arturo Sneider  
Founding Partner and CEO

**IN WITNESS WHEREOF**, the Parties have executed this Lease as of the date and year first above written.

**“CITY”**

**CITY OF NORWALK,**  
a California municipal corporation

By: \_\_\_\_\_  
Jesus Gomez  
City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold M. Alvarez Glasman  
City Attorney

**“TENANT”**

**PRIMESTOR NORWALK ENTERTAINMENT, LLC,**  
a Delaware limited liability company

By: Primestor Development, Inc.,  
a Nevada corporation

By: \_\_\_\_\_  
Arturo Snelder  
Founding Partner and CEO

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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.

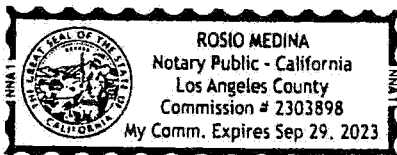
State of California )

County of Los Angeles )On December 14, 2022 before me, Rosio Medina, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Jesus M. Gomez  
Name(s) of Signer(s)

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]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**Title or Type of Document: Ground Lease

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

**EXHIBIT A-1**

**DESCRIPTION OF CITY PROPERTY**

[Attached]

# EXHIBIT A-1

## LEGAL DESCRIPTION CITY PROPERTY

### PARCEL 1:

ALL THAT CERTAIN REAL PROPERTY BEING A PORTION OF LOT 4, IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE AND 30 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 4,  
THENCE ALONG A LINE PARALLEL TO, AND 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 4, NORTH 89° 45' 30" EAST, 641.45 FEET,  
THENCE LEAVING SAID PARALLEL LINE, SOUTH 0° 25' 50" EAST, 1114 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF THAT 6.83 ACRE PARCEL OF LAND CONVEYED TO THE NORWALK- LAMIRADA CITY SCHOOL DISTRICT FROM THE STATE OF CALIFORNIA, BY DEED DATED JANUARY 12, 1960, THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 55° 24' 18" WEST, 41.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 183.39 FEET; THENCE SOUTH 89° 34' 10" WEST 435.27 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF SAID LOT 4, THENCE ALONG SAID WESTERLY LINE NORTH 0° 25' 50" WEST, 1037.36 FEET TO THE POINT OF BEGINNING.

ALSO ALL THAT CERTAIN REAL PROPERTY BEING A PORTION OF LOT IV IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER A MAP RECORDED IN BOOK 1, PAGE 502 OF MISCELLANEOUS RECORDS ON FILE IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO THE CITY OF NORWALK FROM THE STATE OF CALIFORNIA BY DEED DATED SEPTEMBER 2, 1960, RECORDED IN BOOK D-988, PAGE 75 AND 76 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THIS BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID PROPERTY 1114.76+ FEET TO A POINT IN THE NORTHERLY LINE OF THE LAND CONVEYED TO THE NORWALK-LAMIRADA CITY SCHOOL DISTRICT FROM THE STATE OF CALIFORNIA, BY DEED DATED JANUARY 12, 1960;  
THENCE SOUTH 55° 21' 03" EAST ALONG SAID NORTHERLY LINE 189.85 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 300.00 FEET; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7° 10' 04", AN ARC LENGTH OF 37.53 FEET TO A POINT ON A NON-TANGENT LINE BEARING NORTH 0° 25' 50" WEST; THENCE NORTH 0° 25' 50" WEST ALONG SAID NON-TANGENT LINE 1242.85 FEET TO A LINE PARALLEL WITH AND 30 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 18; THENCE SOUTH 89° 45' 30" WEST 187.35 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM:

## **EXHIBIT A-1**

### **LEGAL DESCRIPTION CITY PROPERTY**

PORTION OF LAND QUITCLAIM TO THE COUNTY OF LOS ANGELES, A BODY CORPORATE AND POLITIC, RECORDED JUNE 10, 1965 AS INSTRUMENT NO. 4966 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM:

PORTION OF SAID LAND QUITCLAIM TO THE BOARD OF RETIREMENT, LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION, RECORDED JULY 6, 1965 AS INSTRUMENT NO. 3128, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM:

PORTION OF SAID LAND GRANTED TO NORWALK DEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND POLITIC, BY AMENDMENT TO GRANT DEED RECORDED JULY 2, 2008 AS INSTRUMENT NO. 2008-1183916, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, IN SAID REAL PROPERTY LYING BELOW THE DEPTH 100 FEET, TOGETHER WITH THE RIGHT TO PROSPECT, EXTRACT AND REMOVE SUCH DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, THEREFROM WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE OR OPERATE THROUGH THE

SURFACE OF THE LAND HEREIN ABOVE DESCRIBED RECORDED IN DOCUMENTS RECORDED SEPTEMBER 26, 1960 AS INSTRUMENT NO. 4123 AND RECORDED JULY 25, 1963 AS INSTRUMENT NO. 4904, BOTH OF OFFICIAL RECORDS.

APN 8047-006-924

#### **PARCEL 2:**

THAT PORTION OF LOT IV, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, RANCHO SANTA GERTRUDES, SUBDIVIDED FOR THE SANTA GERTRUDES LAND ASSOCIATION, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 32, PAGE 18, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE REGISTRAR-RECORDER-COUNTY CLERK OF THE COUNTY OF LOS ANGELES, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE NORTHWESTERLY CORNER OF THE ABOVE-MENTIONED PARCEL 2, THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 76.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY, AT RIGHT ANGLES FROM SAID NORTHERLY LINE, TO A LINE PARALLEL WITH AND 28.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 164.00 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES FROM SAID PARALLEL LINE, A DISTANCE OF 28.00 FEET TO SAID NORTHERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO SAID LAST-MENTIONED TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, IN SAID REAL PROPERTY LYING BELOW THE DEPTH 100 FEET, TOGETHER WITH THE



# EXHIBIT A-1

## LEGAL DESCRIPTION CITY PROPERTY

RIGHT TO PROSPECT, EXTRACT AND REMOVE SUCH DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, THEREFROM WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE OR OPERATE THROUGH THE SURFACE OF THE LAND HEREIN ABOVE DESCRIBED RECORDED IN DOCUMENTS RECORDED SEPTEMBER 26, 1960 AS INSTRUMENT NO. 4123 AND RECORDED JULY 25, 1963 AS INSTRUMENT NO.4904, BOTH OF OFFICIAL RECORDS.

APN 8047-006-922

### PARCEL 3:

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF LOT 4, IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, AS PER MAP RECORDED IN BOOK 1, AT PAGE 502, OF MISCELLANEOUS RECORDS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE EASTERLY ALONG A LINE BEARING NORTH 89° 37' 37" EAST, BEING THE NORTHERLY BOUNDARY OF SAID LOT 4, A DISTANCE OF 30 FEET; THENCE SOUTHERLY ALONG A LINE BEARING SOUTH 0° 30' 25" EAST,

A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG A LINE BEARING NORTH 89° 37' 37" EAST, A DISTANCE OF 798.80 FEET; THENCE SOUTHERLY ALONG A LINE BEARING SOUTH 0° 25' 50" EAST, A DISTANCE OF 616.54 FEET MORE OR LESS, TO THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN PARCELS 1 AND 2 OF THE QUITCLAIM DEED RECORDED AUGUST 1, 1984 AS INSTRUMENT NO. 84-922140, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY ALONG A LINE BEARING SOUTH 89° 34' 10" W, A DISTANCE OF 798.85 FEET; THENCE NORTHERLY ALONG A LINE BEARING NORTH 0° 30' 25" WEST, A DISTANCE OF 616.54 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING NORTHERLY OF THE SOUTHERLY 343 FEET THEREOF.

ALSO EXCEPTING THEREFROM ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, IN THE SAID REAL PROPERTY LYING BELOW THE DEPTH OF 100 FEET, TOGETHER WITH THE RIGHT TO PROSPECT, EXTRACT AND REMOVE SUCH DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, THEREFROM WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE, OR OPERATE THROUGH THE SURFACE OF THE LAND HEREINABOVE DESCRIBED, AS RESERVED BY DEED RECORDED SEPTEMBER 27, 1960 AS INSTRUMENT NO. 4123 AND RECORDED JULY 25, 1963 AS INSTRUMENT NO. 4904, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

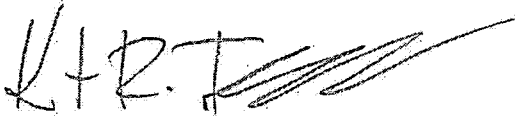
ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN GRANT DEED FROM NORWALK COMMUNITY FACILITIES FINANCING AUTHORITY RECORDED MARCH 14, 2008 AS INSTRUMENT NO. 20080446627, AND AMENDED DOCUMENT RECORDED JULY 2, 2008 AS INSTRUMENT NO. 20081183916, BOTH OF OFFICIAL RECORDS.

APN: 8047-006-925

## EXHIBIT A-1

### LEGAL DESCRIPTION CITY PROPERTY

DATED THIS 29TH DAY OF SEPTEMBER 2022



KURT R. TROXELL, L.S. 7854  
FUSCOE ENGINEERING



**EXHIBIT A-2**

**DESCRIPTION OF CITY HALL PARCEL**

[Attached]

## EXHIBIT A-2

### LEGAL DESCRIPTION CITY HALL PARCEL

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON TRACT NO. 10842 RECORDED IN BOOK 193 PAGES 24 AND 25 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;**

THENCE ALONG THE CENTERLINE OF NORWALK BOULEVARD AS SHOWN ON SAID TRACT NO. 10842, SOUTH 00°30'35" EAST, 324.93 FEET;

THENCE NORTH 89°49'01" EAST 50.00, FEET TO THE EASTERLY LINE OF NORWALK BOULEVARD BEING A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID CENTERLINE AS SAID LINE IS DESCRIBED IN EASEMENT DEED RECORDED JULY 3, 2003 AS INSTRUMENT NO. 03-1919816 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE CONTINUING NORTH 89°49'01" EAST, 312.73 FEET;

THENCE NORTH 00°10'59" WEST, 276.14 FEET TO THE SOUTHERLY LINE OF IMPERIAL HIGHWAY BEING A LINE WHICH IS PARALLEL WITH AND 50.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 4, AS SAID LINE IS DESCRIBED PER GRANT OF RIGHT OF WAY DOCUMENT RECORDED IN BOOK 12091 PAGE 347 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY, NORTH 89°37'37" EAST 130.15 FEET;

THENCE SOUTH 00°10'59" EAST, 344.83 FEET;

THENCE SOUTH 67°46'58" WEST, 42.37 FEET;

THENCE SOUTH 00°10'57" EAST, 254.76 FEET TO THE NORTHERLY LINE OF PARCEL 2 OF EXHIBIT R IN THAT CERTAIN QUITCLAIM DEED RECORDED AUGUST 1, 1984 AS INSTRUMENT NO. 84-922140 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2, SOUTH 89°28'45" WEST, 79.11 FEET TO **THE TRUE POINT OF BEGINNING**;

THENCE NORTH 00°03'09" WEST, 285.87 FEET;

THENCE SOUTH 89°56'51" WEST, 324.85 FEET TO THE SAID EASTERLY LINE OF NORWALK BOULEVARD;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°30'35" EAST, 288.51 FEET TO THE NORTHERLY LINE OF SAID PARCEL 2 OF EXHIBIT R;

## EXHIBIT A-2

### LEGAL DESCRIPTION CITY HALL PARCEL

THENCE ALONG SAID NORTHERLY LINE NORTH 89°28'45" EAST, 322.55 FEET TO THE  
TRUE POINT OF BEGINNING.

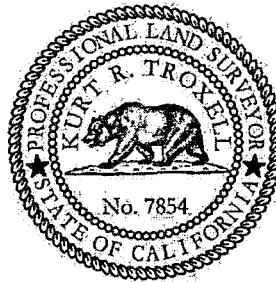
THE ABOVE DESCRIBED PARCEL CONTAINS 92,962 SQUARE FEET OR 2.134 ACRES,  
MORE OR LESS.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,  
RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

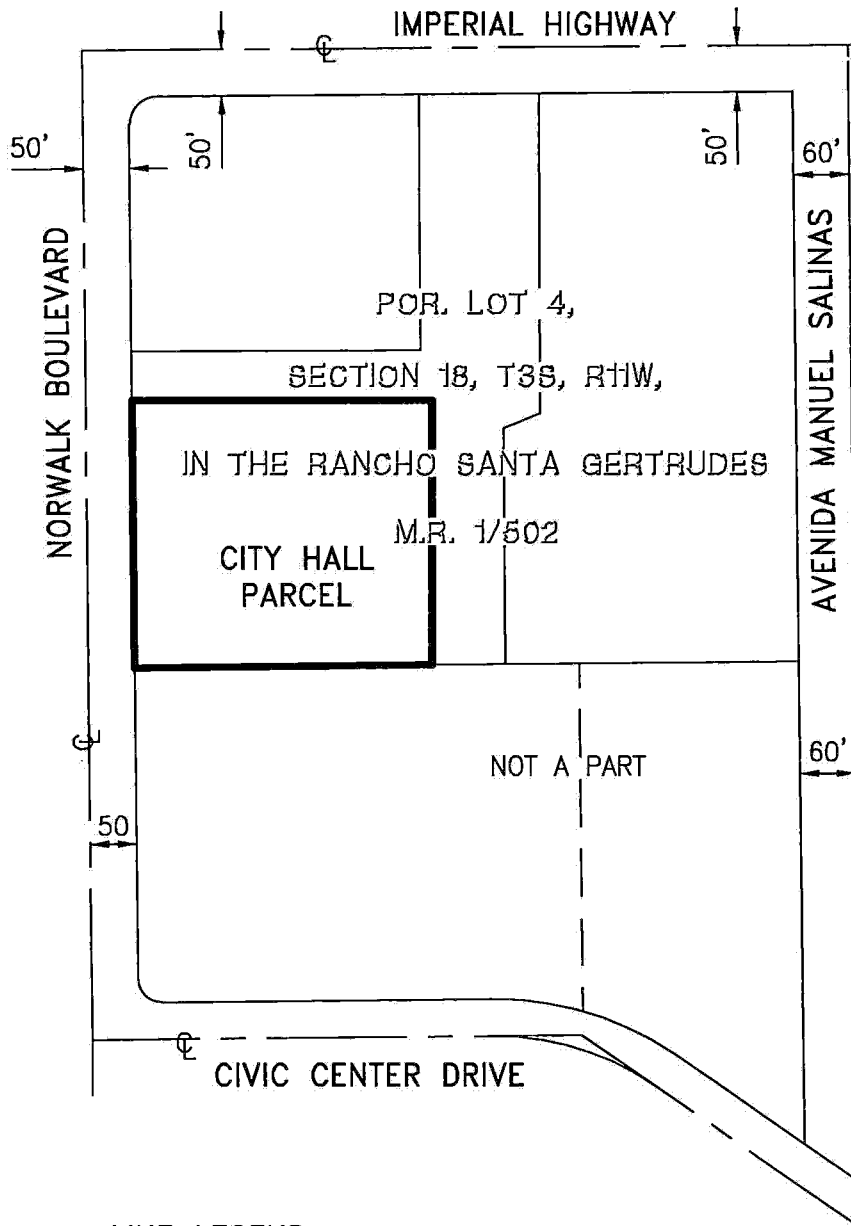
DATED THIS 29TH DAY OF SEPTEMBER 2022



KURT R. TROXELL, L.S. 7854  
FUSCOE ENGINEERING



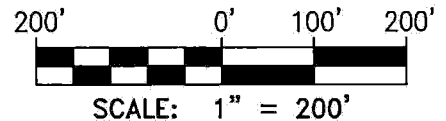
# EXHIBIT A-2



9/29/2022

## LINE LEGEND:

- SUBJECT PROPERTY LINES
- CENTERLINES
- ADJACENT PROPERTY LINES



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## EXHIBIT A-2

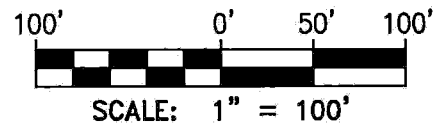
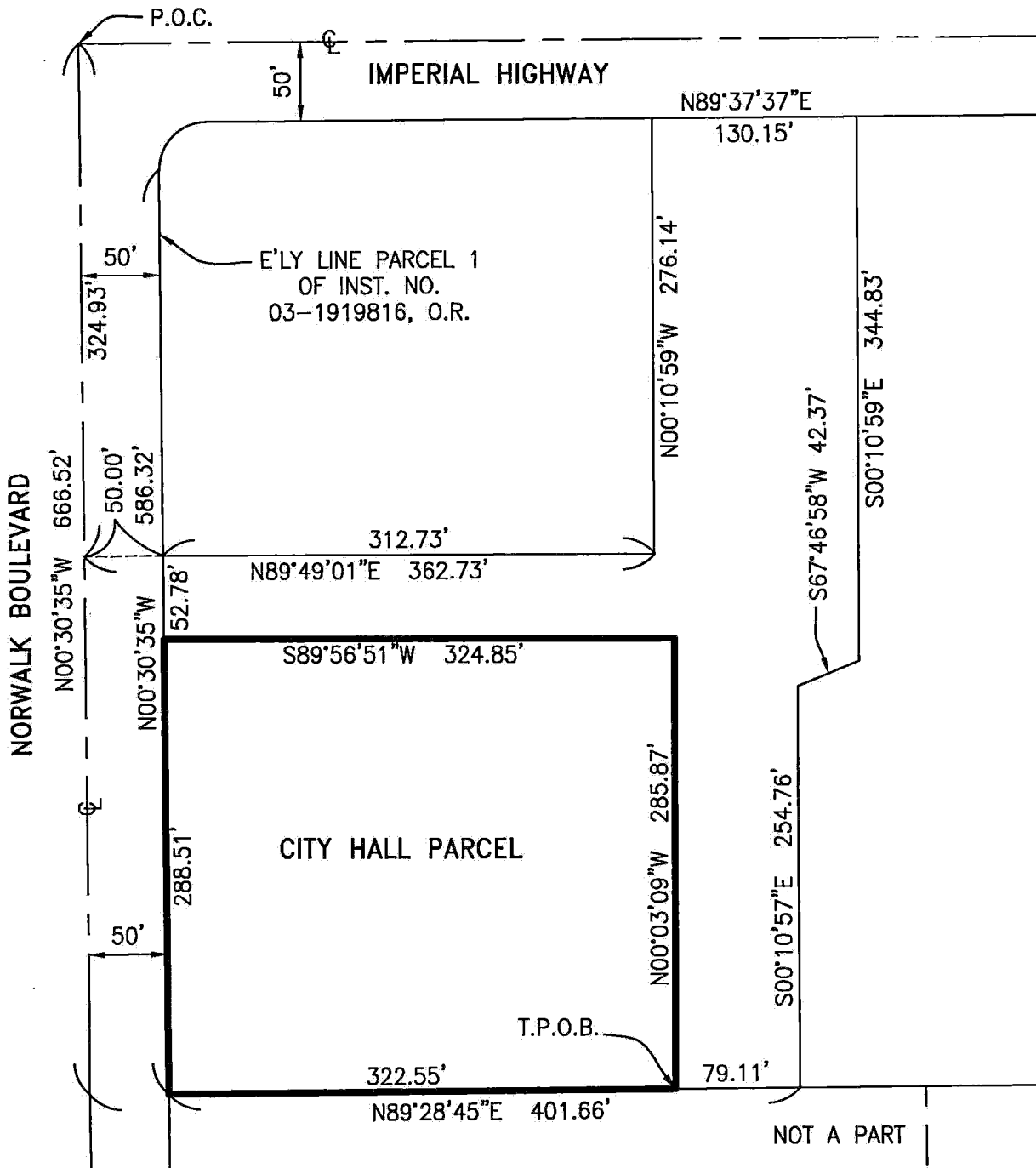
PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: CITY HALL PARCEL

DATE: August 16, 2022  
FN: 1321-008 City Hall  
DRAWN BY: CS  
CHECKED BY: KRT

PAGE 3 OF 4

# EXHIBIT A-2



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**EXHIBIT A-2**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**of: CITY HALL PARCEL**

**DATE:** August 16, 2022  
**FN:** 1321-008 City Hall  
**DRAWN BY:** CS  
**CHECKED BY:** KRT  
**PAGE 4 OF 4**

**EXHIBIT A-3**

**DESCRIPTION OF THE PREMISES**

[Attached]



## EXHIBIT A-3

### LEGAL DESCRIPTION PREMISES

#### PARCEL 1

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING AT** THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON TRACT NO. 10842 RECORDED IN BOOK 193 PAGES 24 AND 25 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE CENTERLINE OF NORWALK BOULEVARD AS SHOWN ON SAID TRACT NO. 10842, SOUTH 00°30'35" EAST, 324.93 FEET;

THENCE NORTH 89°49'01" EAST 50.00, FEET TO THE EASTERLY LINE OF NORWALK BOULEVARD BEING A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID CENTERLINE AS SAID LINE IS DESCRIBED IN EASEMENT DEED RECORDED JULY 3, 2003 AS INSTRUMENT NO. 03-1919816 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°49'01" EAST, 312.73 FEET;

THENCE NORTH 00°10'59" WEST, 276.14 FEET TO THE SOUTHERLY LINE OF IMPERIAL HIGHWAY BEING A LINE WHICH IS PARALLEL WITH AND 50.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 4, AS SAID LINE IS DESCRIBED PER GRANT OF RIGHT OF WAY DOCUMENT RECORDED IN BOOK 12091 PAGE 347 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY AND SAID EASTERLY LINE OF NORWALK BOULEVARD THROUGH THE FOLLOWING COURSES:

SOUTH 89°37'37" WEST, 284.23 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE, SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, 47.20 FEET, THROUGH A CENTRAL ANGLE OF 90°08'12;

THENCE SOUTH 00°30'35" EAST, 245.03 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 86,217 SQUARE FEET OR 1.979 ACRES, MORE OR LESS.

## EXHIBIT A-3

### LEGAL DESCRIPTION PREMISES

#### PARCEL 2

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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THENCE ALONG THE CENTERLINE OF NORWALK BOULEVARD AS SHOWN ON SAID TRACT NO. 10842, SOUTH 00°30'35" EAST, 324.93 FEET;

THENCE NORTH 89°49'01" EAST 50.00, FEET TO THE EASTERLY LINE OF NORWALK BOULEVARD BEING A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID CENTERLINE AS SAID LINE IS DESCRIBED IN EASEMENT DEED RECORDED JULY 3, 2003 AS INSTRUMENT NO. 03-1919816 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE CONTINUING NORTH 89°49'01" EAST 362.73, FEET;

THENCE NORTH 00°10'59" WEST, 276.14 FEET TO THE SOUTHERLY LINE OF IMPERIAL HIGHWAY BEING A LINE WHICH IS PARALLEL WITH AND 50.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 4, AS SAID LINE IS DESCRIBED PER GRANT OF RIGHT OF WAY DOCUMENT RECORDED IN BOOK 12091 PAGE 347 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY, NORTH 89°37'37" EAST 130.15 FEET TO **THE TRUE POINT OF BEGINNING;**

THENCE SOUTH 00°10'59" EAST, 344.83 FEET;

THENCE SOUTH 67°46'58" WEST, 42.37 FEET;

THENCE SOUTH 00°10'57" EAST, 254.76 FEET TO THE NORTHERLY LINE OF PARCEL 2 OF EXHIBIT R IN THAT CERTAIN QUITCLAIM DEED RECORDED AUGUST 1, 1984 AS INSTRUMENT NO. 84-922140 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF PARCEL 2 AND PARCEL 1 AS DESCRIBED IN SAID EXHIBIT R, NORTH 89°28'45" EAST, 317.74 FEET TO THE WESTERLY LINE OF THOSE CERTAIN EASEMENT DEEDS DESCRIBED IN DOCUMENTS RECORDED JUNE 14, 1995 AS INSTRUMENT NOS. 95-948749 AND 95-948751 BOTH OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID WESTERLY LINE AND ITS NORTHERLY PROLONGATION, NORTH

## **EXHIBIT A-3**

### **LEGAL DESCRIPTION PREMISES**

00°33'43" WEST, 614.54 FEET TO SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY, SOUTH 89°37'37"  
WEST, 274.39 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 180,284 SQUARE FEET OR 4.139 ACRES,  
MORE OR LESS.

## EXHIBIT A-3

### LEGAL DESCRIPTION PREMISES

#### PARCEL 3

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING AT** THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON TRACT NO. 10842 RECORDED IN BOOK 193 PAGES 24 AND 25 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE CENTERLINE OF NORWALK BOULEVARD AS SHOWN ON SAID TRACT NO. 10842, SOUTH 00°30'35" EAST, 324.93 FEET;

THENCE NORTH 89°49'01" EAST 50.00, FEET TO THE EASTERLY LINE OF NORWALK BOULEVARD BEING A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID CENTERLINE AS SAID LINE IS DESCRIBED IN EASEMENT DEED RECORDED JULY 3, 2003 AS INSTRUMENT NO. 03-1919816 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°49'01" EAST, 312.73 FEET;

THENCE NORTH 00°10'59" WEST, 276.14 FEET TO THE SOUTHERLY LINE OF IMPERIAL HIGHWAY BEING A LINE WHICH IS PARALLEL WITH AND 50.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 4, AS SAID LINE IS DESCRIBED PER GRANT OF RIGHT OF WAY DOCUMENT RECORDED IN BOOK 12091 PAGE 347 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY, NORTH 89°37'37" EAST 130.15 FEET;

THENCE SOUTH 00°10'59" EAST, 344.83 FEET;

THENCE SOUTH 67°46'58" WEST, 42.37 FEET;

THENCE SOUTH 00°10'57" EAST, 254.76 FEET TO THE NORTHERLY LINE OF PARCEL 2 OF EXHIBIT R IN THAT CERTAIN QUITCLAIM DEED RECORDED AUGUST 1, 1984 AS INSTRUMENT NO. 84-922140 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 2, SOUTH 89°28'45" WEST, 79.11 FEET;

THENCE NORTH 00°03'09" WEST, 285.87 FEET;

THENCE SOUTH 89°56'51" WEST, 324.85 FEET TO THE SAID EASTERLY LINE OF NORWALK BOULEVARD;

## EXHIBIT A-3

### LEGAL DESCRIPTION PREMISES

THENCE ALONG SAID EASTERLY LINE, NORTH 00°30'35" WEST, 52.78 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 82,937 SQUARE FEET OR 1.904 ACRES,  
MORE OR LESS.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,  
RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

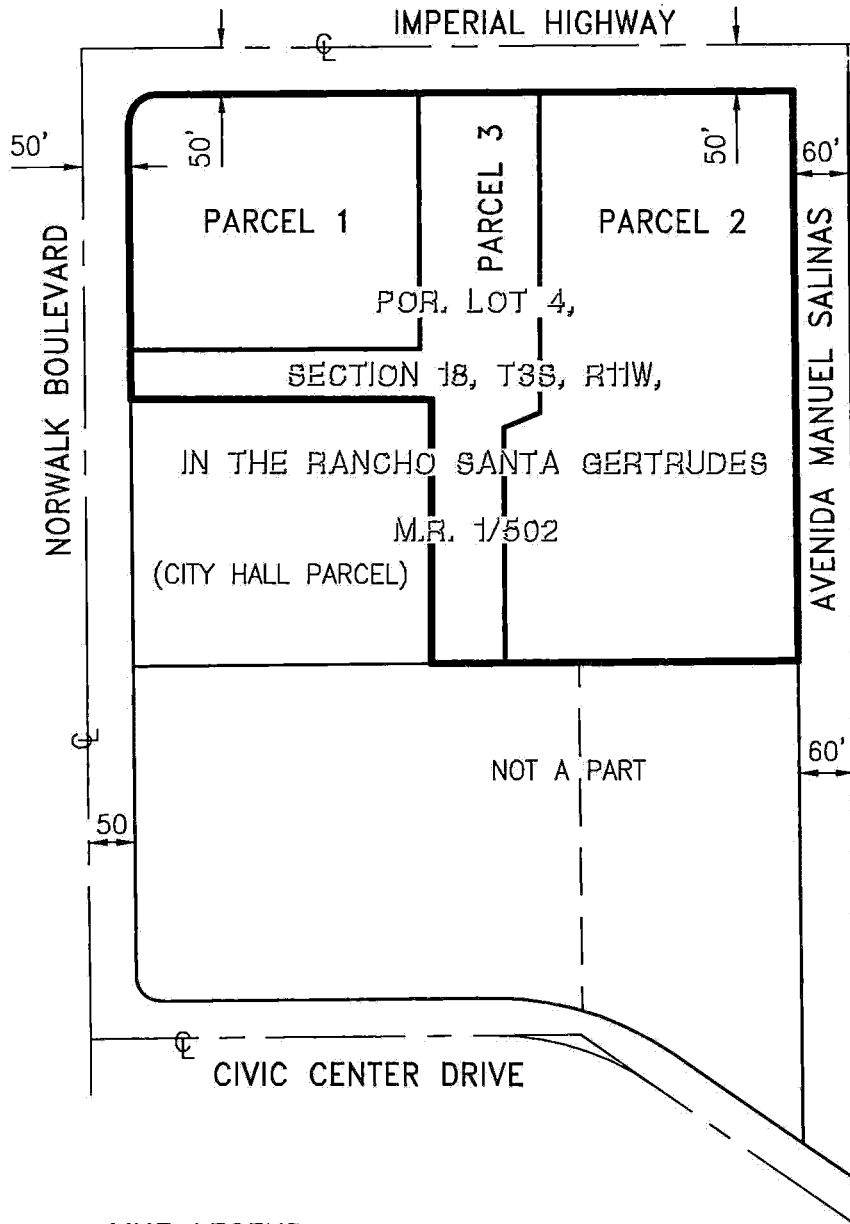
DATED THIS 29TH DAY OF SEPTEMBER, 2022



KURT R. TROXELL, L.S. 7854  
FUSCOE ENGINEERING



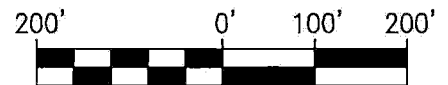
# EXHIBIT A-3



9/29/2022

## LINE LEGEND:

- SUBJECT PROPERTY LINES
- - - CENTERLINES
- - - ADJACENT PROPERTY LINES



SCALE: 1" = 200'



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Irvine, California 92606  
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www.fuscoe.com

## EXHIBIT A-3

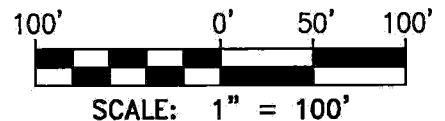
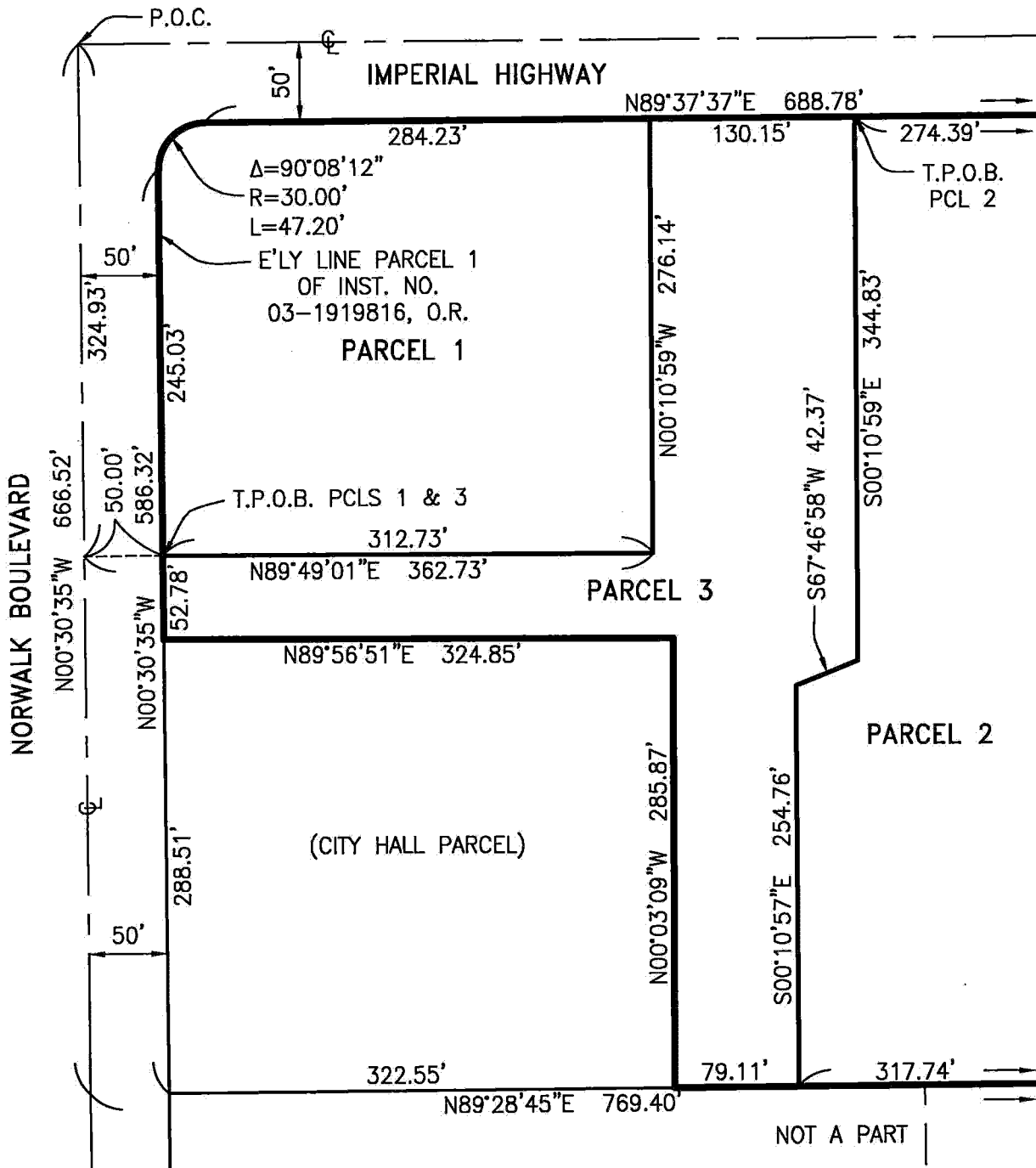
PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PREMISES

DATE: August 16, 2022  
FN: 1321-008 Lease Pcls  
DRAWN BY: CS  
CHECKED BY: KRT

PAGE 6 OF 8

# EXHIBIT A-3



SCALE: 1" = 100'



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## EXHIBIT A-3

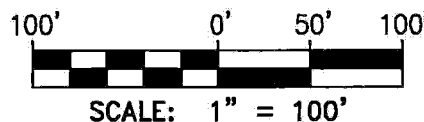
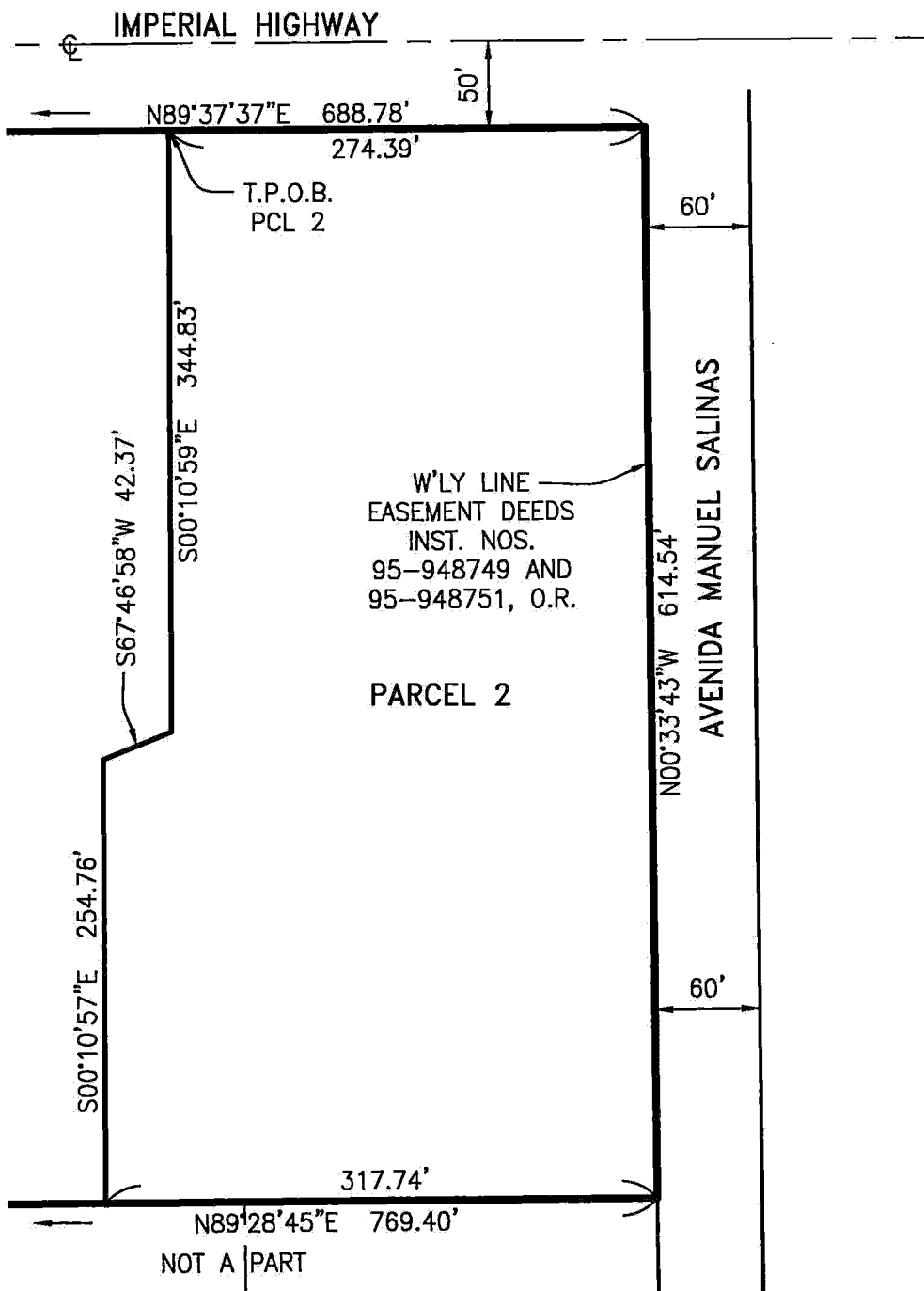
PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PREMISES

DATE: August 16, 2022  
FN: 1321-008 Lease Pcls  
DRAWN BY: CS  
CHECKED BY: KRT

PAGE 7 OF 8

# EXHIBIT A-3



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**EXHIBIT A-3**  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
of: PREMISES

DATE: August 16, 2022  
FN: 1321-008 Lease Pcls  
DRAWN BY: CS  
CHECKED BY: KRT  
PAGE 8 OF 8



## EXHIBIT A-3

### LEGAL DESCRIPTION AIRSPACE PARCELS

#### PARCEL 1A

BEING AN AIRSPACE PARCEL OF THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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THENCE ALONG THE CENTERLINE OF NORWALK BOULEVARD AS SHOWN ON SAID TRACT NO. 10842, SOUTH 00°30'35" EAST, 324.93 FEET;

THENCE NORTH 89°49'01" EAST 50.00, FEET TO THE EASTERLY LINE OF NORWALK BOULEVARD BEING A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID CENTERLINE AS SAID LINE IS DESCRIBED IN EASEMENT DEED RECORDED JULY 3, 2003 AS INSTRUMENT NO. 03-1919816 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°49'01" EAST, 312.73 FEET;

THENCE NORTH 00°10'59" WEST, 276.14 FEET TO THE SOUTHERLY LINE OF IMPERIAL HIGHWAY BEING A LINE WHICH IS PARALLEL WITH AND 50.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 4, AS SAID LINE IS DESCRIBED PER GRANT OF RIGHT OF WAY DOCUMENT RECORDED IN BOOK 12091 PAGE 347 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY AND SAID EASTERLY LINE OF NORWALK BOULEVARD THROUGH THE FOLLOWING COURSES:

SOUTH 89°37'37" WEST, 284.23 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE, SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, 47.20 FEET, THROUGH A CENTRAL ANGLE OF 90°08'12;

THENCE SOUTH 00°30'35" EAST, 245.03 FEET TO THE **TRUE POINT OF BEGINNING**.

THE UPPER LIMIT OF SAID PARCEL LIES ON A PLANE 20.00 FEET ABOVE FINISHED SURFACE. THERE IS NO LOWER LIMIT.

THE ABOVE DESCRIBED PARCEL CONTAINS 86,217 SQUARE FEET OR 1.979 ACRES, MORE OR LESS.

## EXHIBIT A-3

### LEGAL DESCRIPTION AIRSPACE PARCELS

#### PARCEL 1B

BEING AN AIRSPACE PARCEL OF THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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THENCE ALONG THE CENTERLINE OF NORWALK BOULEVARD AS SHOWN ON SAID TRACT NO. 10842, SOUTH 00°30'35" EAST, 324.93 FEET;

THENCE NORTH 89°49'01" EAST 50.00, FEET TO THE EASTERLY LINE OF NORWALK BOULEVARD BEING A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID CENTERLINE AS SAID LINE IS DESCRIBED IN EASEMENT DEED RECORDED JULY 3, 2003 AS INSTRUMENT NO. 03-1919816 OF OFFICAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE **TRUE POINT OF BEGINNIG**;

THENCE CONTINUING NORTH 89°49'01" EAST, 312.73 FEET;

THENCE NORTH 00°10'59" WEST, 276.14 FEET TO THE SOUTHERLY LINE OF IMPERIAL HIGHWAY BEING A LINE WHICH IS PARALLEL WITH AND 50.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 4, AS SAID LINE IS DESCRIBED PER GRANT OF RIGHT OF WAY DOCUMENT RECORDED IN BOOK 12091 PAGE 347 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY AND SAID EASTERLY LINE OF NORWALK BOULEVARD THROUGH THE FOLLOWING COURSES:

SOUTH 89°37'37" WEST, 284.23 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE, SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, 47.20 FEET, THROUGH A CENTRAL ANGLE OF 90°08'12;

THENCE SOUTH 00°30'35" EAST, 245.03 FEET TO THE **TRUE POINT OF BEGINNING**.

THE LOWER LIMIT OF SAID PARCEL LIES ON A PLANE 20.00 FEET ABOVE FINISHED SURFACE. THERE IS NO UPPER LIMIT.

THE ABOVE DESCRIBED PARCEL CONTAINS 86,217 SQUARE FEET OR 1.979 ACRES, MORE OR LESS.

## EXHIBIT A-3

### LEGAL DESCRIPTION AIRSPACE PARCELS

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,  
RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

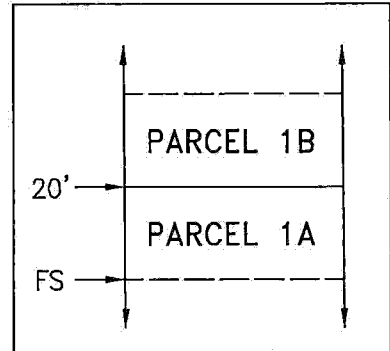
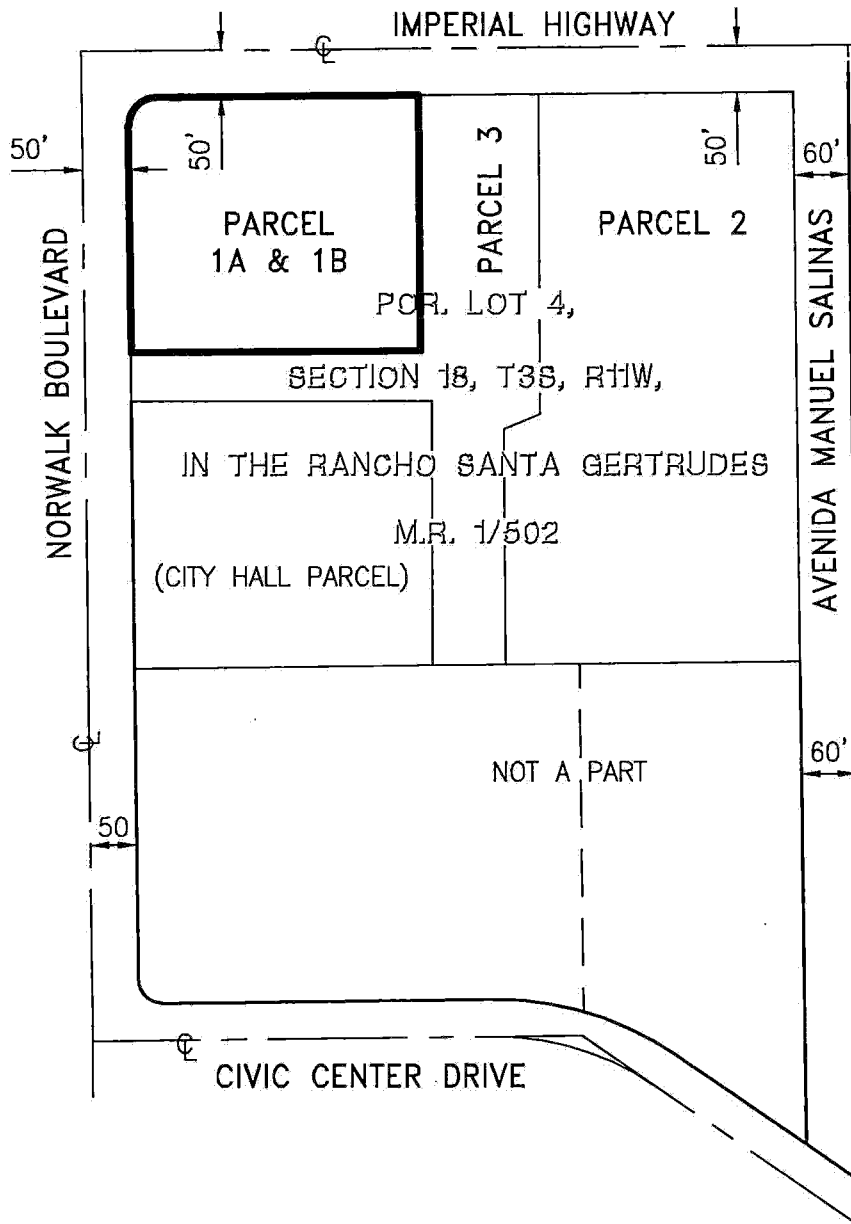
DATED THIS 2ND DAY OF NOVEMBER, 2022



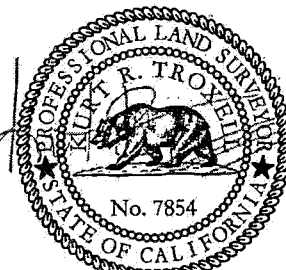
KURT R. TROXELL, L.S. 7854  
FUSCOE ENGINEERING



# EXHIBIT A-3



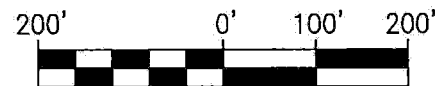
TYPICAL SECTION  
N.T.S.



11/2/2022

## LEGEND:

- SUBJECT PROPERTY LINES
- CENTERLINES
- ADJACENT PROPERTY LINES
- FS FINISHED SURFACE



SCALE: 1" = 200'



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## EXHIBIT A-3

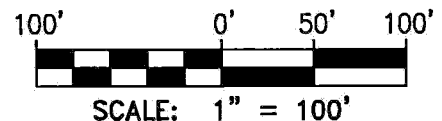
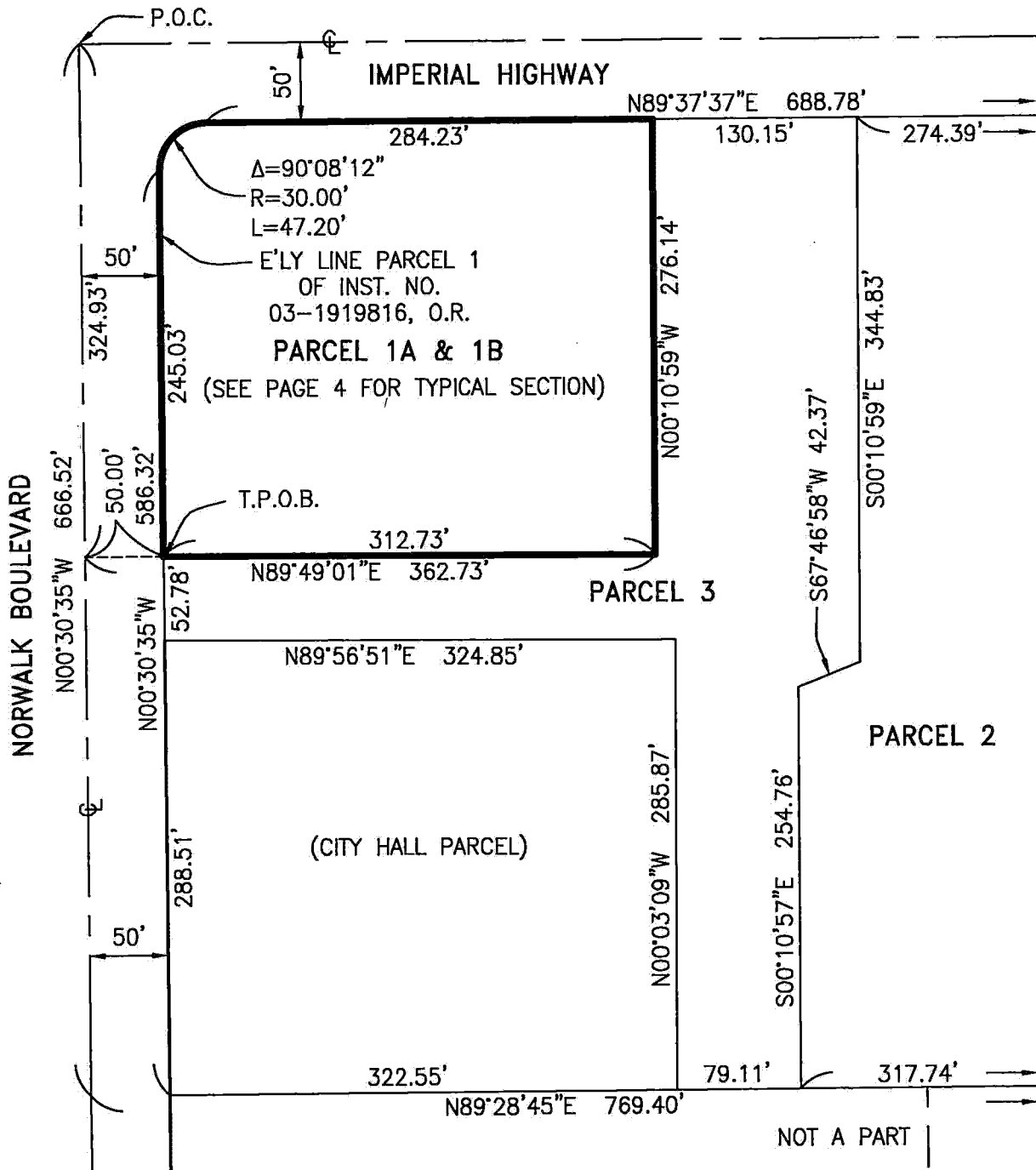
PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: AIRSPACE PARCELS 1A AND 1B

DATE: November 1, 2022  
FN: 1321-008 Air Pcls1  
DRAWN BY: CS  
CHECKED BY: KRT

PAGE 4 OF 6

# EXHIBIT A-3

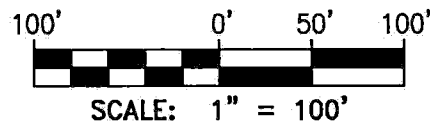
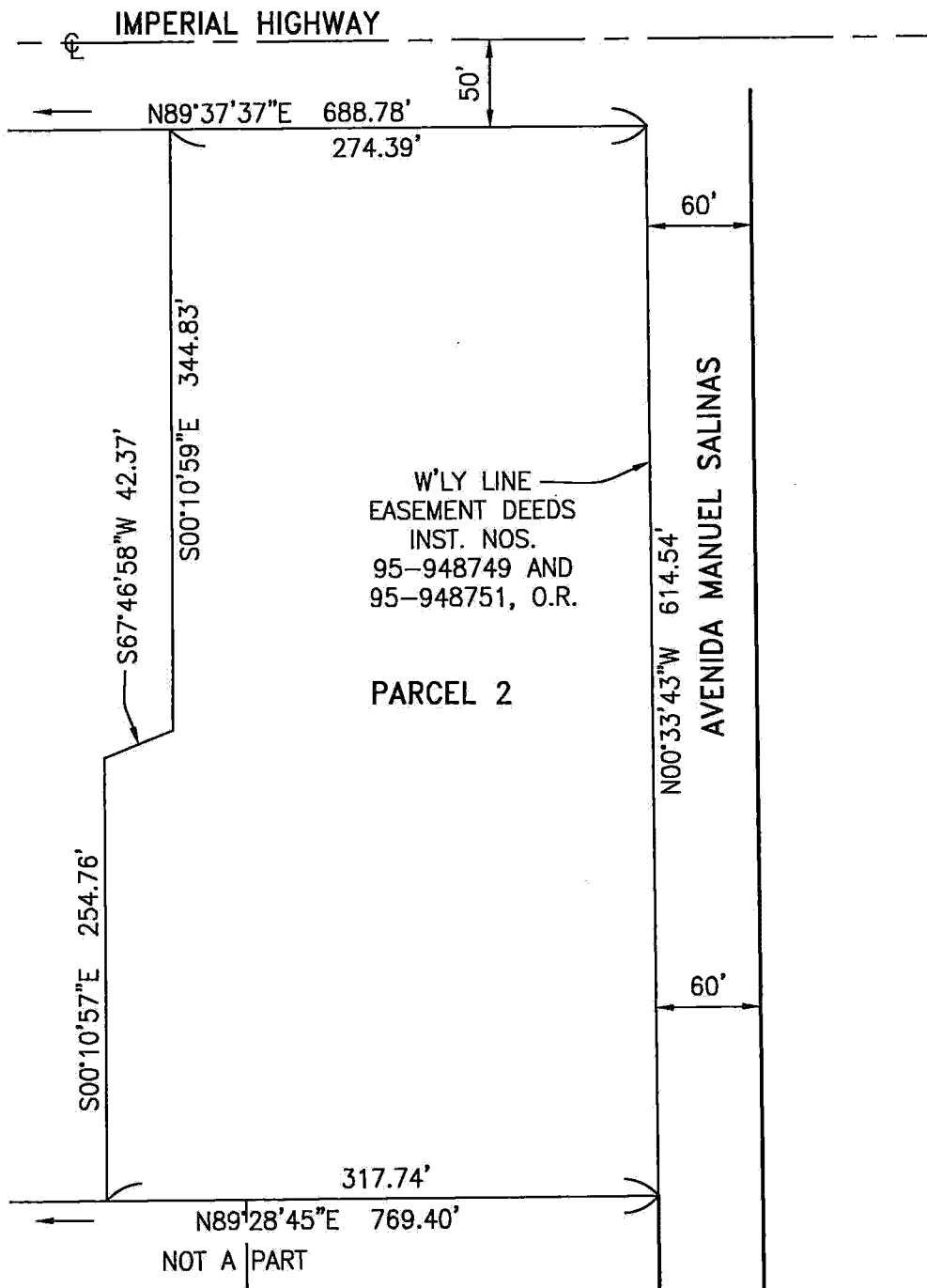


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 Irvine, California 92606  
 tel 949.474.1960 • fax 949.474.5315  
 www.fuscoec.com

**EXHIBIT A-3**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 of: AIRSPACE PARCELS 1A AND 1B

DATE: November 1, 2022  
 FN: 1321-008 Air Pcls1  
 DRAWN BY: CS  
 CHECKED BY: KRT  
 PAGE 5 OF 6

# EXHIBIT A-3



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**EXHIBIT A-3**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
of: AIRSPACE PARCELS 1A AND 1B

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PAGE 6 OF 6

## EXHIBIT A-3

### LEGAL DESCRIPTION AIRSPACE PARCELS

#### PARCEL 2 A

BEING AN AIRSPACE PARCEL OF THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON TRACT NO. 10842 RECORDED IN BOOK 193 PAGES 24 AND 25 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;**

THENCE ALONG THE CENTERLINE OF NORWALK BOULEVARD AS SHOWN ON SAID TRACT NO. 10842, SOUTH 00°30'35" EAST, 324.93 FEET;

THENCE NORTH 89°49'01" EAST 50.00, FEET TO THE EASTERLY LINE OF NORWALK BOULEVARD BEING A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID CENTERLINE AS SAID LINE IS DESCRIBED IN EASEMENT DEED RECORDED JULY 3, 2003 AS INSTRUMENT NO. 03-1919816 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE CONTINUING NORTH 89°49'01" EAST 362.73, FEET;

THENCE NORTH 00°10'59" WEST, 276.14 FEET TO THE SOUTHERLY LINE OF IMPERIAL HIGHWAY BEING A LINE WHICH IS PARALLEL WITH AND 50.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 4, AS SAID LINE IS DESCRIBED PER GRANT OF RIGHT OF WAY DOCUMENT RECORDED IN BOOK 12091 PAGE 347 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY, NORTH 89°37'37" EAST 130.15 FEET TO **THE TRUE POINT OF BEGINNING;**

THENCE SOUTH 00°10'59" EAST, 344.83 FEET;

THENCE SOUTH 67°46'58" WEST, 42.37 FEET;

THENCE SOUTH 00°10'57" EAST, 254.76 FEET TO THE NORTHERLY LINE OF PARCEL 2 OF EXHIBIT R IN THAT CERTAIN QUITCLAIM DEED RECORDED AUGUST 1, 1984 AS INSTRUMENT NO. 84-922140 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF PARCEL 2 AND PARCEL 1 AS DESCRIBED IN SAID EXHIBIT R, NORTH 89°28'45" EAST, 317.74 FEET TO THE WESTERLY LINE OF THOSE CERTAIN EASEMENT DEEDS DESCRIBED IN DOCUMENTS RECORDED JUNE 14, 1995 AS INSTRUMENT NOS. 95-948749 AND 95-948751 BOTH OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID WESTERLY LINE AND ITS NORTHERLY PROLONGATION, NORTH 00°33'43" WEST, 614.54 FEET TO SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY;

## EXHIBIT A-3

### LEGAL DESCRIPTION AIRSPACE PARCELS

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY, SOUTH 89°37'37" WEST, 274.39 FEET TO THE **TRUE POINT OF BEGINNING**.

THE UPPER LIMIT OF SAID PARCEL LIES ON A PLANE 20.00 FEET ABOVE FINISHED SURFACE. THERE IS NO LOWER LIMIT.

THE ABOVE DESCRIBED PARCEL CONTAINS 180,284 SQUARE FEET OR 4.139 ACRES, MORE OR LESS.

#### PARCEL 2 B

BEING AN AIRSPACE PARCEL OF THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**COMMENCING AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON TRACT NO. 10842 RECORDED IN BOOK 193 PAGES 24 AND 25 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;**

THENCE ALONG THE CENTERLINE OF NORWALK BOULEVARD AS SHOWN ON SAID TRACT NO. 10842, SOUTH 00°30'35" EAST, 324.93 FEET;

THENCE NORTH 89°49'01" EAST 50.00, FEET TO THE EASTERLY LINE OF NORWALK BOULEVARD BEING A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID CENTERLINE AS SAID LINE IS DESCRIBED IN EASEMENT DEED RECORDED JULY 3, 2003 AS INSTRUMENT NO. 03-1919816 OF OFFICAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE CONTINUING NORTH 89°49'01" EAST 362.73, FEET;

THENCE NORTH 00°10'59" WEST, 276.14 FEET TO THE SOUTHERLY LINE OF IMPERIAL HIGHWAY BEING A LINE WHICH IS PARALLEL WITH AND 50.00 FEET SOUTHERLY FROM THE NORTHERLY LINE OF SAID LOT 4, AS SAID LINE IS DESCRIBED PER GRANT OF RIGHT OF WAY DOCUMENT RECORDED IN BOOK 12091 PAGE 347 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY, NORTH 89°37'37" EAST 130.15 FEET TO **THE TRUE POINT OF BEGINNING**;

THENCE SOUTH 00°10'59" EAST, 344.83 FEET;

THENCE SOUTH 67°46'58" WEST, 42.37 FEET;

THENCE SOUTH 00°10'57" EAST, 254.76 FEET TO THE NORTHERLY LINE OF PARCEL 2 OF EXHIBIT R IN THAT CERTAIN QUITCLAIM DEED RECORDED AUGUST 1, 1984 AS INSTRUMENT NO. 84-922140 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF PARCEL 2 AND PARCEL 1 AS DESCRIBED IN



## EXHIBIT A-3

### LEGAL DESCRIPTION AIRSPACE PARCELS

SAID EXHIBIT R, NORTH 89°28'45" EAST, 317.74 FEET TO THE WESTERLY LINE OF THOSE CERTAIN EASEMENT DEEDS DESCRIBED IN DOCUMENTS RECORDED JUNE 14, 1995 AS INSTRUMENT NOS. 95-948749 AND 95-948751 BOTH OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID WESTERLY LINE AND ITS NORTHERLY PROLONGATION, NORTH 00°33'43" WEST, 614.54 FEET TO SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY;

THENCE ALONG SAID SOUTHERLY LINE OF IMPERIAL HIGHWAY, SOUTH 89°37'37" WEST, 274.39 FEET TO THE **TRUE POINT OF BEGINNING**.

THE LOWER LIMIT OF SAID PARCEL LIES ON A PLANE 20.00 FEET ABOVE FINISHED SURFACE. THERE IS NO UPPER LIMIT.

THE ABOVE DESCRIBED PARCEL CONTAINS 180,284 SQUARE FEET OR 4.139 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

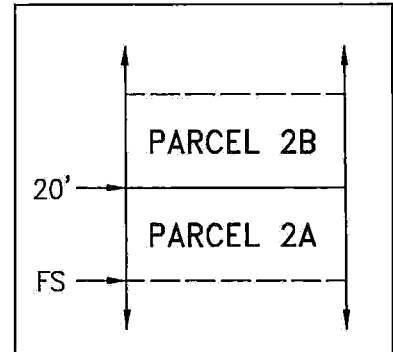
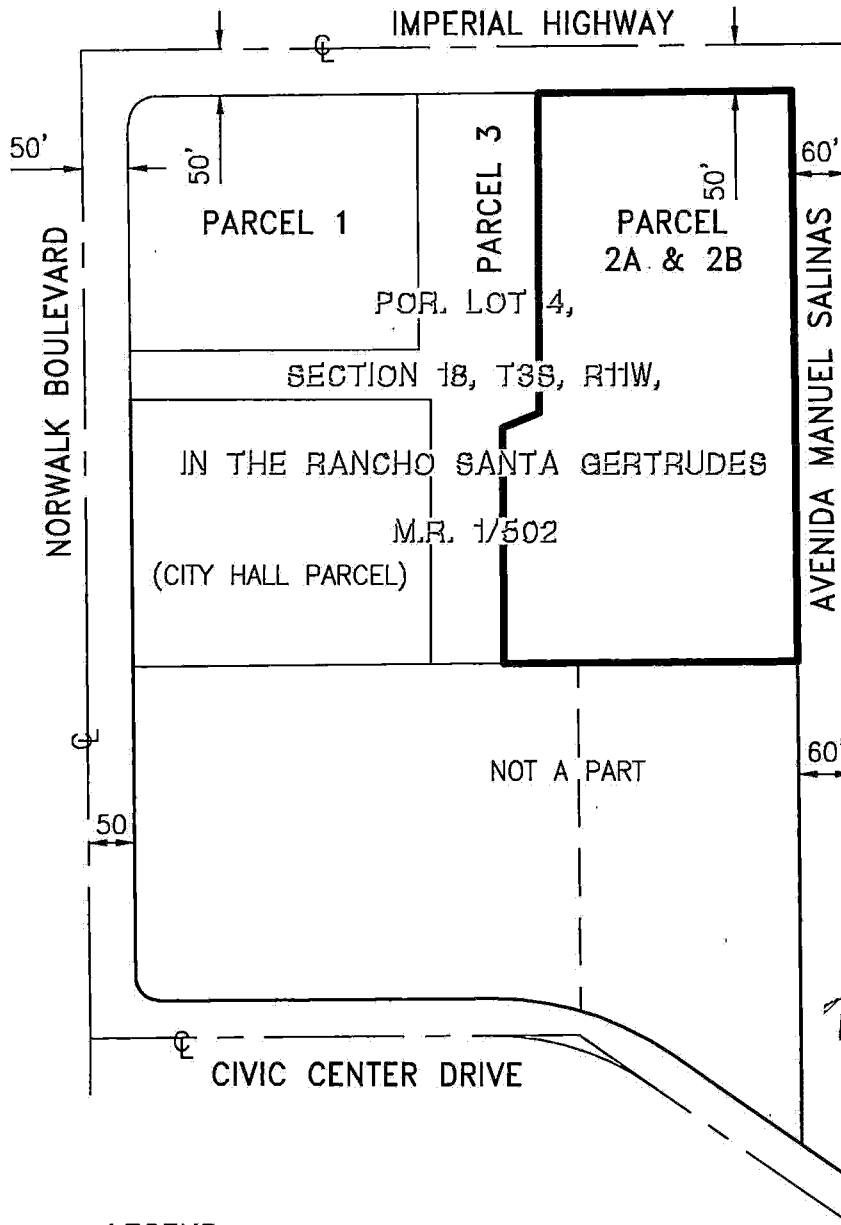
DATED THIS 2ND DAY OF NOVEMBER, 2022



KURT R. TROXELL, L.S. 7854  
FUSCOE ENGINEERING



# EXHIBIT A-3



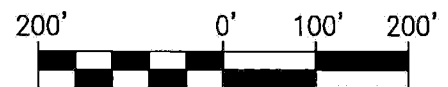
TYPICAL SECTION  
N.T.S.



11/2/2022

## LEGEND:

- SUBJECT PROPERTY LINES
- - - CENTERLINES
- - - ADJACENT PROPERTY LINES
- FS FINISHED SURFACE



SCALE: 1" = 200'



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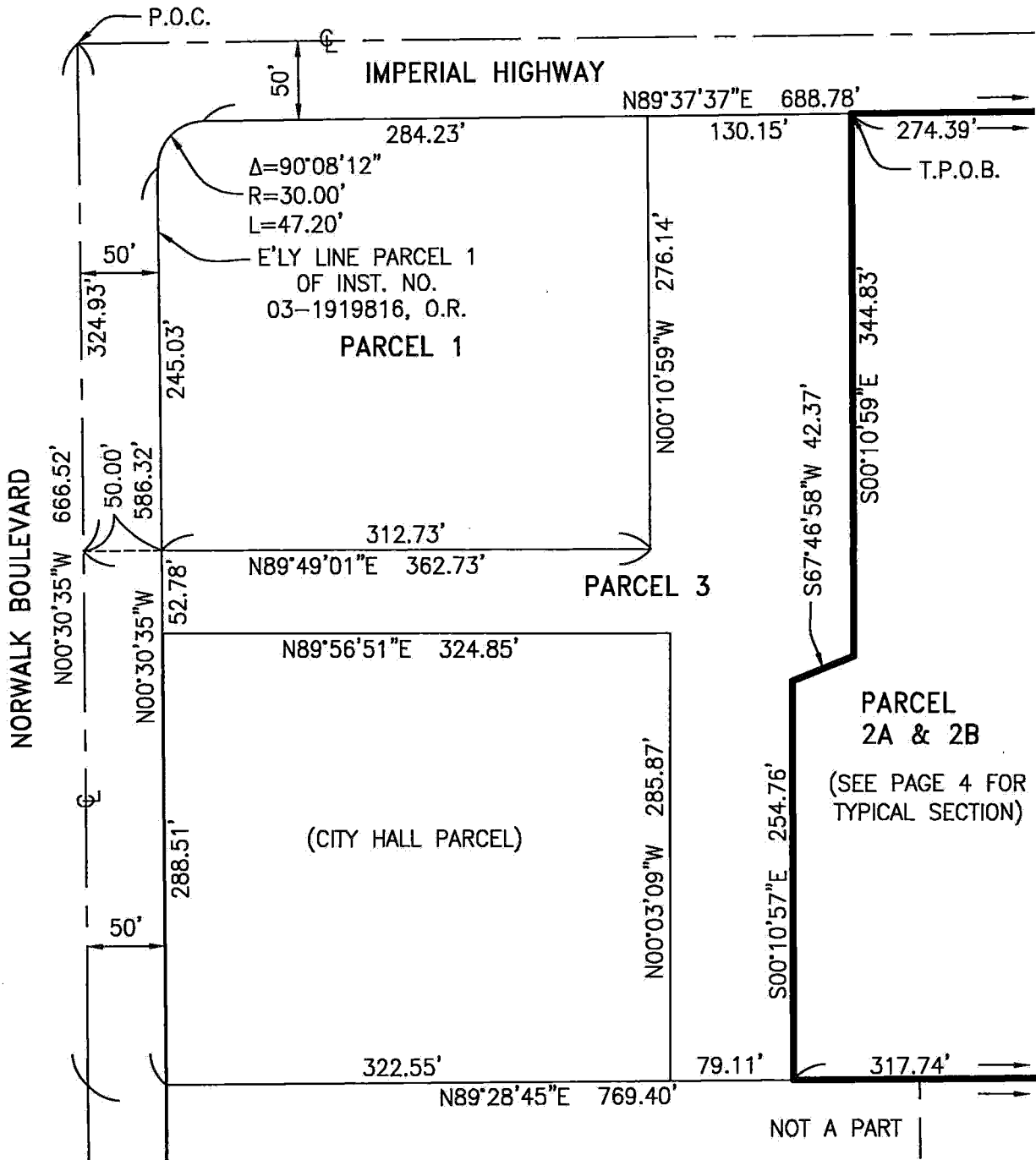
PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: AIRSPACE PARCELS 2A AND 2B

DATE: November 1, 2022  
FN: 1321-008 Air Pcls2  
DRAWN BY: CS  
CHECKED BY: KRT

PAGE 4 OF 6

# EXHIBIT A-3



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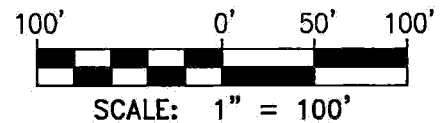
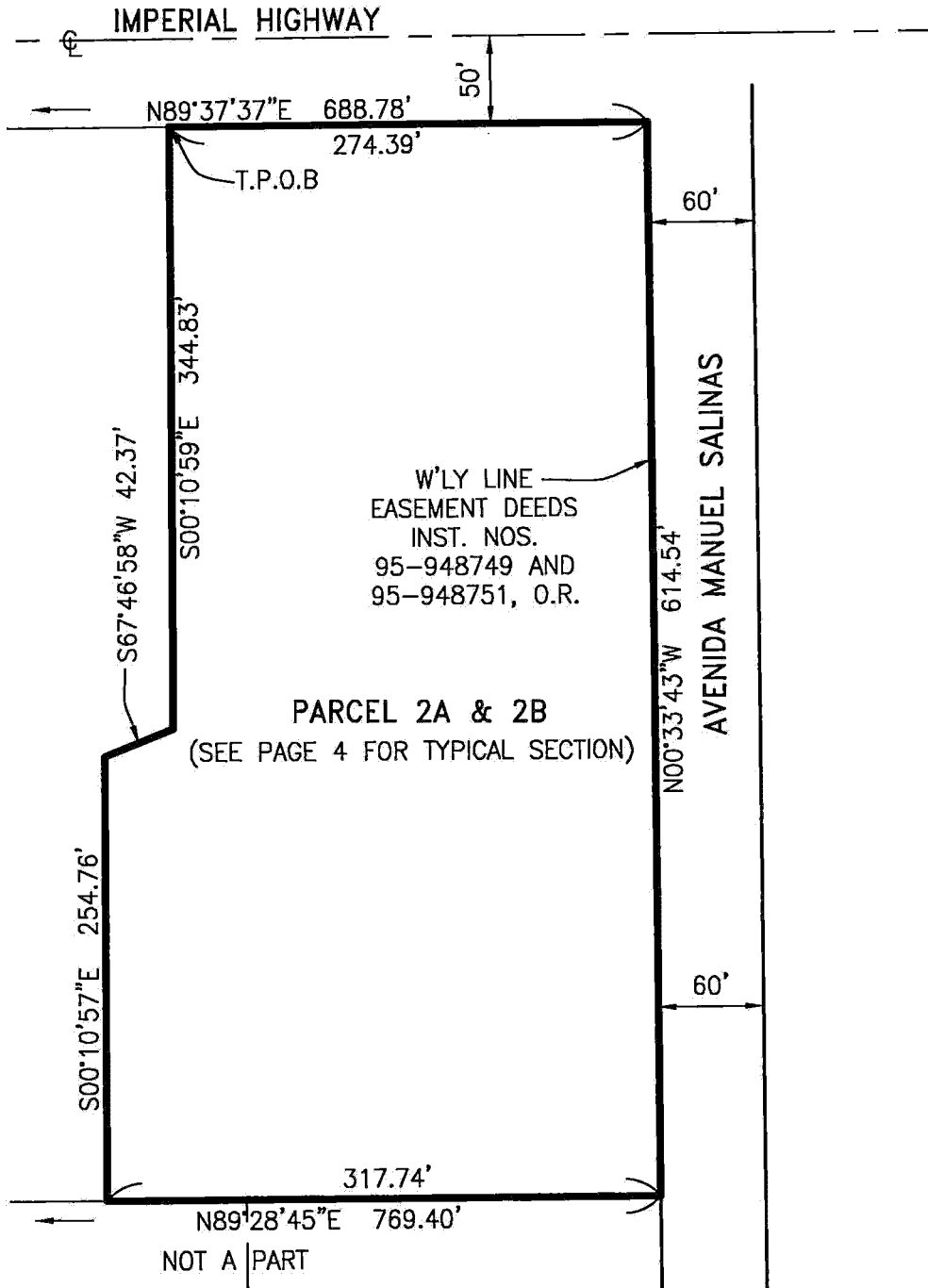
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PAGE 6 OF 6

## **EXHIBIT B**

### **PARKING STRUCTURE PARCEL**

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

THAT PORTION OF LOT 4 IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 502 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF NORWALK BOULEVARD, AS SAID CENTER LINE IS SHOWN ON THE MAP OF TRACT NO. 10842, RECORDED IN BOOK 193 PAGES 24 AND 25 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING DISTANT NORTH 0 DEGREES 30 MINUTES 35 SECONDS WEST 401.00 FEET ALONG SAID CENTER LINE FROM THE NORTHERLY BOUNDARY OR ITS WESTERLY PROLONGATION OF THAT 6.83 ACRE PARCEL OF LAND CONVEYED TO THE NORWALK-LA MIRADA CITY SCHOOL DISTRICT, BY DEED RECORDED FEBRUARY 11, 1960, IN BOOK D-747 PAGE 262, OFFICIAL RECORDS, AS INSTRUMENT NO. 1502 OF SAID COUNTY.

THENCE PARALLEL WITH THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING OF "SOUTH 89 DEGREES 34 MINUTES 10 SECONDS WEST 435.27 FEET AND ITS PROLONGATION IN SAID DEED TO THE NORWALK-LA MIRADA CITY SCHOOL DISTRICT, NORTH 89 DEGREES 28 MINUTES 45 SECONDS EAST 531.79 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, CONTINUING NORTH 89 DEGREES 28 MINUTES 45 SECONDS EAST 297.06 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF NORWALK, RECORDED ON JULY 25, 1963, IN BOOK D-2118 PAGE 20, OFFICIAL RECORDS, AS INSTRUMENT NO. 4904 OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO A LINE THAT IS PARALLEL WITH AND DISTANT 40 FEET NORTHERLY FROM THE NORTHERLY LINE OF SAID 6.83 ACRE PARCEL CONVEYED TO THE NORWALK-LA MIRADA CITY SCHOOL DISTRICT; THENCE WESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO A LINE THAT IS PARALLEL WITH SAID CENTER LINE OF NORWALK BOULEVARD AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE, NORTH 0 DEGREES 30 MINUTES 35 SECONDS WEST 374.92 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION OF PARCEL 1, INCLUDED WITHIN THE LINES OF THE DEED TO THE CITY OF NORWALK, RECORDED SEPTEMBER 27, 1960, IN BOOK D-988 PAGE 75, OFFICIAL RECORDS, ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS IN SAID LAND LYING BELOW THE DEPTH OF 100 FEET, TOGETHER WITH THE

RIGHT TO PROSPECT, EXTRACT AND REMOVE SUCH DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, THEREFROM WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE OR OPERATE THROUGH THE SURFACE OF SAID LAND, AS RESERVED BY THE STATE OF CALIFORNIA, IN SAID DEED RECORDED SEPTEMBER 27, 1960, IN BOOK D-988 PAGE 75, OFFICIAL RECORDS.

ALSO EXCEPTING FROM THE REMAINDER OF SAID PARCEL 1, ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS LYING BELOW THE DEPTH OF 500 FEET, WITHOUT, HOWEVER, THE RIGHT TO DRILL OR MINE THROUGH THE SURFACE THEREOF, AS RESERVED BY THE STATE OF CALIFORNIA, IN DEED RECORDED JULY 25, 1963, IN BOOK D-2118 PAGE 20, OFFICIAL RECORDS.

**EXHIBIT C**

**SURFACE PARKING AREA**

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

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF LOT 4, IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502, OF MISCELLANEOUS RECORDS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 4; THENCE EASTERLY ALONG A LINE BEARING NORTH 89 DEGREES 37 MINUTES 37 SECONDS EAST, BEING THE NORTHERLY BOUNDARY OF SAID LOT 4, A DISTANCE OF 30 FEET; THENCE SOUTHERLY ALONG A LINE BEARING SOUTH 0 DEGREES 30 MINUTES 25 SECONDS EAST, A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG A LINE BEARING NORTH 89 DEGREES 37 MINUTES 37 SECONDS EAST, A DISTANCE OF 798.80 FEET; THENCE SOUTHERLY ALONG A LINE BEARING SOUTH 0 DEGREES 25 MINUTES 50 SECONDS EAST, A DISTANCE OF 616.54 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN PARCELS 1 AND 2 OF THE QUITCLAIM DEED RECORDED AUGUST 1, 1984 AS INSTRUMENT NO. 84-922140, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WESTERLY ALONG A LINE BEARING SOUTH 89 DEGREES 34 MINUTES 10 SECONDS WEST, A DISTANCE OF 798.85 FEET; THENCE NORTHERLY ALONG A LINE BEARING NORTH 0 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 616.54 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND LYING NORTHERLY OF THE SOUTHERLY 343 FEET THEREOF.

ALSO EXCEPTING THEREFROM ALL DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, IN THE SAID REAL PROPERTY LYING BELOW THE DEPTH OF ONE HUNDRED FEET, TOGETHER WITH THE RIGHT TO PROSPECT, EXTRACT AND REMOVE SUCH DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, THEREFROM WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE OR OPERATE THROUGH THE SURFACE OF THE LAND HEREIN ABOVE DESCRIBED, AS RESERVED BY DEED FROM THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 27, 1960 AS INSTRUMENT NO. 4123, AND RECORDED JULY 25, 1963 AS INSTRUMENT NO. 4904, OFFICIAL RECORDS.

**EXHIBIT D**

**PERMITTED EXCEPTIONS**

[Attached]



## **SCHEDULE B**

**At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:**

### **Taxes:**

- A. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 8047-006-922; 8047-006-924 and 8047-006-925

### **Exceptions:**

1. Water rights, claims or title to water in or under the Land, whether or not shown by the public records.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart Title Guaranty Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. Easement and rights incidental thereto for right-of-way, as set forth in a document recorded in Book 12091, Page 347, of Official Records.
4. Easement and rights incidental thereto for underground pipe line for transportation of sewage and all pipes, manholes and incidental purposes to County Sanitation District No. 18 of Los Angeles County, as set forth in a document recorded September 24, 1963, in Book D 2193, Page 944, of Official Records.

Matters contained in document entitled "Agreement and Grant of Easement" by and between State of California, acting by and through its Director of Finance and County Sanitation District No. 18 of Los Angeles County, recorded September 24, 1963, in Book D 2193, Page 944 of Official Records.

5. Easement and rights incidental thereto for public utilities easement, as set forth in a document recorded October 14, 1964 as Instrument No. 5343 of Official Records.
6. Easement and rights incidental thereto for public utilities easement, as set forth in a document recorded July 24, 1967 as Instrument No. 3433 of Official Records.
7. Easement and rights incidental thereto for public utilities easement, as set forth in a document recorded April 5, 1968 as Instrument No. 3866 of Official Records.
8. Easement and rights incidental thereto for public utility, as set forth in a document recorded September 25, 1969 as Instrument No. 3304 of Official Records.
9. Easement and rights incidental thereto for the construction, reconstruction, operation and maintenance of a covered storm drain and appurtenant structures, as set forth in a document recorded November 16, 1993 as Instrument No. 93-2252099 of Official Records.
10. Easement and rights incidental thereto for the construction, reconstruction, operation and maintenance of a covered storm drain and appurtenant structures, as set forth in a document recorded November 16, 1993 as Instrument No. 93-2252100 of Official Records.

11. Easement and rights incidental thereto for the construction, reconstruction, operation and maintenance of a covered storm drain and appurtenant structures, as set forth in a document recorded November 16, 1993 as Instrument No. 93-2252101 of Official Records.
12. Easement and rights incidental thereto for right of way for street and highway purposes known as Manuel Salinas Street, as set forth in a document recorded June 14, 1995 as Instrument No. 95-948749 of Official Records.
13. Easement and rights incidental thereto for street and highway purposes known as Manuel Salinas Street, as set forth in a document recorded June 14, 1995 as Instrument No. 95-948751 of Official Records.
14. Matters contained in document entitled "Parking Agreement", recorded June 14, 1995 as Instrument No. 95-948752 of Official Records.

Amendment to Parking Agreement dated May 15, 1995, recorded June 14, 1995 as Instrument No. 95-948753, of Official Records.

15. Easement and rights incidental thereto for covered storm drain purposes, as set forth in a document recorded November 16, 1995 as Instrument No. 95-1842012 of Official Records.
16. Easement and rights incidental thereto for street and highway purposes to City of Norwalk, as set forth in a document recorded July 3, 2003 as Instrument No. 03-1919816 of Official Records.
17. Easement and rights incidental thereto for street and highway purposes to City of Norwalk, as set forth in a document recorded July 3, 2003 as Instrument No. 03-1919817 of Official Records.
18. Matters contained in document entitled Site and Facility Lease by and between City of Norwalk and Norwalk Community Facilities Financing Authority recorded May 3, 2013 as Instrument No. 20130668030 of Official Records.

Current owner of leasehold and any other matters affecting the interest of the lessee are not set forth herein.

Matters contained in document entitled 2013A Assignment Agreement by and between Norwalk Community Facilities Financing Authority and Bank of New York Mellon Trust Company, N.A. recorded May 3, 2013 as Instrument No. 20130668032 of Official Records.

Matters contained in document entitled First Amendment to Lease Agreement by and between Norwalk Community Facilities Financing Authority and The City of Norwalk recorded July 3, 2013 as Instrument No. 20130983893 of Official Records.

Matters contained in document entitled 2013B Assignment Agreement by and between Norwalk Community Facilities Financing Authority and Bank of New York Mellon Trust Company, N.A. recorded July 3, 2013 as Instrument No. 20130983894 of Official Records.

19. Matters contained in document entitled Lease Agreement by and between Norwalk Community Facilities Financing Authority and City of Norwalk recorded May 3, 2013 as Instrument No. 20130668031 of Official Records.

Current owner of leasehold and any other matters affecting the interest of the lessee are not set forth herein.

Matters contained in document entitled 2013B Assignment Agreement by and between Norwalk Community Facilities Financing Authority and Bank of New York Mellon Trust Company, N.A. recorded July 3, 2013 as Instrument No. 20130983894 of Official Records.

20. Rights of parties in possession whether or not recorded in the public record.

Typist/Rev. H.P. 09-09-21

(End of Exceptions)

**EXHIBIT E**

**MEMORANDUM OF GROUND LEASE**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Norwalk  
12700 Norwalk Boulevard  
Norwalk, California 90650  
Attn: City Manager

(Space above for Recorder)  
This document is exempt from  
the payment of a recording  
fee pursuant to Government  
Code §§ 6103 and 27383

**MEMORANDUM OF LEASE**

This Memorandum of Lease (“**Memorandum**”), dated for reference purposes as of December \_\_, 2022, is entered by and between the City of Norwalk, a California municipal corporation (“**City**”), and Primestor Norwalk Entertainment, LLC, a Delaware limited liability company (“**Tenant**”), in reference to and consideration of that certain Ground Lease dated December \_\_, 2022 between City and Tenant (the “**Lease**”).

City is the fee owner of certain land and the improvements thereon, located in the City of Norwalk, County of Los Angeles, State of California, as more particularly described on Exhibit A-1 (the “**City Property**”).

A portion of the City Property, as more particularly described on Exhibit A-2 (the “**City Hall Parcel**”) is currently improved with City Hall.

City desires to lease a portion of the City Property, as more particularly described on Exhibit A-3 (the “**Premises**”) to Tenant in order to facilitate the development thereof with a mixed use development, pursuant to the terms and conditions set forth in the Lease.

The original term of the Lease is for fifty-five (55) years commencing on the Commencement Date (as defined in the Lease). Tenant has four (4) options to extend the original term of the Lease for an additional ten (10) years each.

If, at any time during the term (as may be extended) of the Lease, City elects to (a) sell all or any portion of City’s right, title, and interest in all or any portion of the Premises or the City Hall Parcel, or (b) lease all or any portion of the Premises or City Hall Parcel, Tenant has an

exclusive option to make a first offer with respect to any such sale or lease (the “**Option for Purchase or Lease**”).

The purpose of this Memorandum is to provide notice of the existence of the Lease and the Option for Purchase or Lease.

This Memorandum may be executed in counterparts, each of which shall constitute an original of this Memorandum and all of which shall constitute one fully-executed Memorandum.

[Signatures on next pages.]

IN WITNESS WHEREOF, the parties have entered into this Memorandum as of the date first set forth above.

**“CITY”**

**CITY OF NORWALK,**  
a California municipal corporation

By: \_\_\_\_\_  
Jesus Gomez  
City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold M. Alvarez Glasman  
City Attorney

**“TENANT”**

**PRIMESTOR NORWALK ENTERTAINMENT, LLC,**  
a Delaware limited liability company

By: Primestor Development, Inc.,  
a Nevada corporation

By: \_\_\_\_\_  
Arturo Sneider  
Founding Partner and CEO

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 \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
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)



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 \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A-1**

**DESCRIPTION OF CITY PROPERTY**

[Attached]

Exhibit E

**EXHIBIT A-2**

**DESCRIPTION OF CITY HALL PARCEL**

[Attached]

Exhibit E

**EXHIBIT A-3**

**DESCRIPTION OF THE PREMISES**

[Attached]

Exhibit E

**EXHIBIT F**

**Sample Statement of Annual Net Residual Revenue**

[Attached]

Exhibit F

**EXHIBIT F**  
**Sample Statement of Annual Net Residual Revenue**  
**(Commercial)**

	<b>EOY</b>
	<b>Dec 2022</b>
<b>GROSS REVENUE</b>	
<b>INCOME</b>	
TOTAL RENTAL INCOME	<b>5,500,000.00</b>
<b>RECOVERABLE REVENUE</b>	
CAM REIMBURSEMENT	
TOTAL CAM REIMBURSEMENT	500,000.00
TOTAL PROPERTY TAX REIMBURSEMENT	1,000,000.00
TOTAL INSURANCE REIMBURSEMENT	300,000.00
<b>TOTAL RECOVERABLE REVENUE</b>	<b>1,800,000.00</b>
<b>TOTAL OTHER INCOME</b>	<b>300,000.00</b>
<b>ANNUAL GROSS REVENUE</b>	<b>7,600,000.00</b>
<b>OPERATING EXPENSES</b>	
RECOVERABLE EXPENSES	
CAM	
CLEANING EXPENSES	
Cleaning-Contract	10,000.00
Trash Removal Contract	10,000.00
Debris Pickup/Hauling	10,000.00
TOTAL CLEANING EXPENSES	30,000.00
REPAIRS & MAINTENANCE	
R&M-Day Porter	100,000.00
R&M-Graffiti Removal	1,000.00
R&M-Lighting Supp & Rprs	1,000.00
R&M-Maintenance	1,000.00
R&M-Painting	1,000.00
R&M-Pest Control	1,000.00
R&M-Plumbing	1,000.00
R&M-Roof	1,000.00
R&M-Other Exp	1,000.00
TOTAL REPAIRS & MAINTENANCE	108,000.00
UTILITIES	
Electricity-Common Area	100,000.00
Water Usage	100,000.00
Water - Irrigation	100,000.00
TOTAL UTILITIES	300,000.00

**EXHIBIT F**  
**Sample Statement of Annual Net Residual Revenue**  
**(Commercial)**

	<b>EOY</b>
	<b>Dec 2022</b>
<b>ROADS AND GROUNDS</b>	
R&G-Fencing/Gate	2,500.00
R&G-Landscaping Contract - Exterior	2,500.00
R&G-Landscape Rprs & Supp	2,500.00
R&G-Landscaping Irrigation/Sprinkler	2,500.00
R&G-Plants Replacement	2,500.00
R&G-Parking Lot Sweeping	2,500.00
R&G-Steam Cleaning	2,500.00
R&G-Tree Trimming	2,500.00
<b>TOTAL ROADS AND GROUNDS</b>	<b>20,000.00</b>
<b>SECURITY</b>	
Life Safety-Fire System	15,000.00
Security-Contract	15,000.00
<b>TOTAL SECURITY</b>	<b>30,000.00</b>
<b>PROPERTY TAX</b>	
Property Tax	1,000,000.00
<b>TOTAL PROPERTY TAX</b>	<b>1,000,000.00</b>
<b>INSURANCE</b>	
Insurance-Genl Liability	100,000.00
Insurance-Property	100,000.00
Insurance-Environmental	100,000.00
<b>TOTAL INSURANCE</b>	<b>300,000.00</b>
<b>ADMINISTRATIVE EXPENSE</b>	
Property Management Fee	500,000.00
Construction Mngmt Fee	25,000.00
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>525,000.00</b>
<b>TOTAL RECOVERABLE EXPENSES</b>	<b>2,313,000.00</b>
<b>LANDLORD EXPENSES</b>	
Non-Recov HVAC	5,000.00
Non-Recov R&M	5,000.00
Non-Recov Vacant-Electricity	5,000.00
Non-Recov Vacant-Boarding	5,000.00
<b>TOTAL LANDLORD EXPENSES</b>	<b>20,000.00</b>
<b>G&amp;A</b>	
<b>PROFESSIONAL FEES</b>	
Architect and Engineering Fees	5,000.00
Leasing Commission (non cap)	5,000.00
Legal	5,000.00
Other Professional Fees	5,000.00
<b>TOTAL PROFESSIONAL FEES</b>	<b>20,000.00</b>

**EXHIBIT F**  
**Sample Statement of Annual Net Residual Revenue**  
**(Commercial)**

	EOY
	Dec 2022
<b>MARKETING</b>	
Marketing-Leasing	25,000.00
<b>TOTAL MARKETING</b>	<b>25,000.00</b>
<b>G&amp;A</b>	
Auto Mileage	2,500.00
Bank/Service Charges	2,500.00
Business Meals & Entertainment	2,500.00
Employee Parking	2,500.00
It Exp-Software	2,500.00
Late Fees/Penalties	2,500.00
Lease Abstract Charge	2,500.00
Licenses Fees and Permits	2,500.00
Overnight Delivery	2,500.00
Travel	2,500.00
<b>TOTAL G&amp;A</b>	<b>25,000.00</b>
<b>OTHER EXPENSES</b>	
Tax Preparation Fees	2,000.00
Interest Expense	2,000.00
<b>TOTAL OTHER EXPENSES</b>	<b>4,000.00</b>
<b>AMORTIZED CAPITAL EXPENSES</b>	
Tenant Improvements	50,000.00
Lease Commissions New	100,000.00
Lease Commissions Renewal	100,000.00
Leasing Legal Costs New	50,000.00
Leasing Legal Costs Renewal	50,000.00
<b>TOTAL AMORTIZED CAPITAL EXPENSES</b>	<b>350,000.00</b>
<b>OPERATING EXPENSES</b>	<b>2,782,000.00</b>
<b>Total Net Private Investment</b>	
Minimum Annual Return	50,000,000.00 8.50% 4,250,000.00
<b>Annual Net Residual Revenue</b>	<b>568,000.00</b>
<b>Share</b>	
<b>City's Percentage Rent</b>	<b>33.00% 187,440.00</b>



**EXHIBIT G**

**Examples of Capital Expenditures**

[Attached]

**Capital Expenditure Examples**

	Amount	No. of Years	Expense Month	Monthly Amort.	Amortization Expiration	Number of months	Annual Expense
Landscape	\$ 105,000	3	1/1/2021	\$ 2,917	12/31/23	12	\$ 35,000.00
Fence Replacement	\$ 100,000	3	1/1/2022	\$ 2,778	12/31/24	12	\$ 33,333.00
Parking Lot Resurfacing	\$ 450,000	5	1/1/2023	\$ 7,500	12/31/27	12	\$ 90,000.00
Parking Lot Lighting	\$ 155,000	10	1/1/2023	\$ 1,292	12/29/32	12	\$ 15,500.00
Landscape Upgrades	\$ 175,000	5	1/1/2023	\$ 2,917	12/31/27	12	\$ 35,000.00
Tenant Improvement	\$ 175,001	5	1/2/2023	\$ 2,917	1/1/28	13	\$ 37,917.00
Lease Commission	\$ 175,002	5	1/3/2023	\$ 2,917	1/2/28	14	\$ 40,834.00
Total Amortization							\$ 287,584.00

NOTE: Lease Commission & Tenant Improvement amortized over the life of the lease term.

**EXHIBIT H**

**Sample Statement of Public Revenues**

[Attached]

Exhibit H

## **EXHIBIT - H**

### **Sample Statement of Public Revenues\***

\*The numbers shown below are illustrative only and do not represent actual numbers

#### **Statement of Public Revenues - Year 2025**

		<u>Parcel 1</u>		<u>Parcel 2</u>		<u>Parcel 3</u>		<u>Total</u>
<u>City Revenues</u>								
Property Taxes	\$	50,000	\$	75,000	\$	20,000	\$	145,000
Taxes In Lieu of VLF	\$	30,000	\$	45,000	\$	10,000	\$	85,000
Sales Taxes	\$	40,000	\$	350,000	\$	20,000	\$	410,000
Measure P 0.75% Tax	\$	30,000	\$	250,000	\$	15,000	\$	295,000
Ground Rent - Commercial	\$	-	\$	-	\$	-	\$	-
Ground Rent - Residential	\$	-	\$	-	\$	-	\$	-
<b>Total</b>	<b>\$</b>	<b>150,000</b>	<b>\$</b>	<b>720,000</b>	<b>\$</b>	<b>65,000</b>	<b>\$</b>	<b>935,000</b>

#### **Statement of Public Revenues - Year 2026**

		<u>Parcel 1</u>		<u>Parcel 2</u>		<u>Parcel 3</u>		<u>Total</u>
<u>City Revenues</u>								
Property Taxes	\$	100,000	\$	150,000	\$	40,000	\$	290,000
Taxes In Lieu of VLF	\$	60,000	\$	90,000	\$	20,000	\$	170,000
Sales Taxes	\$	60,000	\$	525,000	\$	30,000	\$	615,000
Measure P 0.75% Tax	\$	45,000	\$	375,000	\$	22,500	\$	442,500
Ground Rent - Commercial	\$	10,000	\$	25,000	\$	-	\$	35,000
Ground Rent - Residential	\$	-	\$	75,000	\$	-	\$	75,000
<b>Total</b>	<b>\$</b>	<b>275,000</b>	<b>\$</b>	<b>1,240,000</b>	<b>\$</b>	<b>112,500</b>	<b>\$</b>	<b>1,627,500</b>

#### **Cumulative Public Revenues - Through 12/2026**

		<u>Parcel 1</u>		<u>Parcel 2</u>		<u>Parcel 3</u>		<u>Total</u>
<u>City Revenues</u>								
Property Taxes	\$	150,000	\$	225,000	\$	60,000	\$	435,000
Taxes In Lieu of VLF	\$	90,000	\$	135,000	\$	30,000	\$	255,000
Sales Taxes	\$	100,000	\$	875,000	\$	50,000	\$	1,025,000
Measure P 0.75% Tax	\$	75,000	\$	625,000	\$	37,500	\$	737,500
Ground Rent - Commercial	\$	10,000	\$	25,000	\$	-	\$	35,000
Ground Rent - Residential	\$	-	\$	75,000	\$	-	\$	75,000
<b>Total</b>	<b>\$</b>	<b>425,000</b>	<b>\$</b>	<b>1,960,000</b>	<b>\$</b>	<b>177,500</b>	<b>\$</b>	<b>2,562,500</b>

**EXHIBIT I**

**Community Benefits**

[Attached]

Exhibit I

## EXHIBIT I

### Community Benefits

1. Local Revenue Generation. The Project is anticipated to generate approximately one million dollars (\$1,000,000) per year in public revenues for the City of Norwalk.
2. Affordable Housing. The Project will provide up to three hundred fifty (350) residential units, with a minimum of fifteen percent (15%) of such units being restricted to be affordable to persons and families of low- or moderate- income pursuant to California Health and Safety Code Section 50093.
3. Local and Small Business Leasing Opportunities. The Project will provide up to one hundred ten thousand (110,000) square feet of commercial uses, which may include, but not be limited to, food and beverage establishments, retail, health and wellness facilities, and grocery or supermarket uses. Tenant will use commercially reasonable efforts to ensure that leasing activities include outreach to local business groups, resources, and organizations, and that space in the Commercial Project is leased to variety of tenants, including locally-owned and small businesses.
4. Accessible Open Space. The Project will provide approximately one hundred thousand (100,000) square feet of ground-floor open space/plaza area that is publicly accessible but privately maintained and operated.
5. Prevailing Wage. Tenant will cause any contractors and other permittees performing any Work of Improvement on behalf of Tenant to comply with the requirements of California Labor Code Sections 1720-1780, if applicable.
6. Local Hire Objectives. Tenant will use commercially reasonable efforts to cause the Project to provide employment for local residents, including by engaging, or causing subtenants to engage, workforce development agencies in order to secure or provide job and career training opportunities to local residents. Tenant will furnish, or cause its subtenants to furnish, to City a jobs report that will provide data on the number of local hires, outreach effort, and wage levels.
7. Public Art and Open Space Investment. The Project will provide and create public art opportunities, including, but not be limited to, relocating and upgrading existing monuments and creating new opportunities for the display of similar elements, all to the extent feasible and compatible with the Project.
8. Regular Calendar of Events. Tenant will use commercially reasonable efforts to publish a regular calendar of events, including a variety of activities at the Project.
9. Local Events Availability. The Project will make plaza areas of the Project available to local organizations free of rental charges, subject to cost reimbursement obligations, hours restrictions, maintenance, security, and insurance requirements, and any other reasonable restrictions necessary to the operation of the Project.

10. Community Engagement During Construction. For the period beginning on the Commencement Date and concluding upon the grand opening of the Project, Tenant will host a minimum of four (4) community meetings in a publicly accessible and free space, in order to provide a status report on the development of the Project; provided, however, the foregoing shall in all events be subject to matters beyond the reasonable control of Tenant, including without limitation restrictions under applicable laws as well as orders and recommendations from local, state and federal authorities, whether relating to public health and safety or otherwise.

11. Public Bulletin Board. Tenant will use commercially reasonable efforts to install a community message/notice board in a highly visible and publicly accessible area of the Project.

**EXHIBIT J**

**ESTOPPEL CERTIFICATE**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: That certain Ground Lease (the "**Ground Lease**"), by and between the CITY OF NORWALK, a \_\_\_\_\_ ("**City**"), and \_\_\_\_\_, a \_\_\_\_\_ limited liability company ("**Tenant**").

All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ground Lease.

1. [Use the following if Tenant is providing the Estoppel Certificate: Tenant is the present owner and holder of the lessee's interest under the Ground Lease.] [Use the following if City is providing the Estoppel Certificate: City is the present owner and holder of the lessor's interest under the Ground Lease.] The Ground Lease covers the premises described in Exhibit A attached hereto (the "**Premises**").

[Use the following if Tenant is providing the Estoppel Certificate: Tenant holds title to the improvements located on the Premises. [Use the following if City is providing the Estoppel Certificate: City does not hold any interest in the improvements located on the Premises.]

2. (a) The attached Exhibit B includes a true and complete copy of the Ground Lease and all modifications, amendments, supplements, side letters, addenda, assignments, and riders of and to the Ground Lease.

(b) The Term of the Ground Lease commenced on \_\_\_\_\_, 2022 and will expire on \_\_\_\_\_, 20\_\_.

(c) [The annual base rent currently payable under the Ground Lease is one dollar (\$1.00) and rent has been paid through \_\_\_\_\_, 20\_\_; or

(d) Base Rent has been paid for the entire Term of the Ground Lease and no additional Base Rent is due until the expiration of the Term.

(e) Except for \_\_\_\_\_, no additional rent is payable to City under the Ground Lease.]

(f) Except as set forth in the Ground Lease, City and Tenant have made no agreement concerning free rent, partial rent, rebate of rental payments or any other similar rent concession.

(g) City currently holds no security deposit with respect to the Ground Lease.

Exhibit J



3. The Ground Lease has not been modified, changed altered or amended, except as indicated on Exhibit B, attached hereto, and the Ground Lease is in full force and effect in the form attached hereto as Exhibit B. Except for the Ground Lease and \_\_\_\_\_, there are no agreements between City and Tenant, written or oral, that affect Tenant's occupancy of the Premises.

4. [Use the following if Tenant is providing the Estoppel Certificate: To the actual knowledge of the certifying party, no party is in default under the Ground Lease. To the actual knowledge of the certifying party, no event has occurred that, with the giving of notice or passage of time, or both, would constitute a default under the Ground Lease.] [Use the following if City is providing the Estoppel Certificate: To the actual knowledge of [insert project manager], no party is in default under the Ground Lease. To the actual knowledge of [insert project manager], no event has occurred that, with the giving of notice or passage of time, or both, would constitute a default under the Ground Lease.] The individual providing the statements set forth in this paragraph 4 on behalf of City shall not have any personal liability for the statements provided herein.

5. [Use the following if Tenant is providing the Estoppel Certificate: The interest of the certifying party in the Ground Lease has not been assigned or encumbered except \_\_\_\_\_. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Ground Lease except as set forth in the Ground Lease.] [Use the following if City is providing the Estoppel Certificate: To the actual knowledge of the certifying party, the interest of the certifying party in the Ground Lease has not been assigned or encumbered except for any encumbrances or other matters (a) as shown on any title commitment and/or title policy procured by the lender or other requesting Party relying upon this Estoppel, (b) as may be disclosed by a visual inspection or survey of the land constituting the Premises, or (c) as set forth in the Ground Lease. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Ground Lease except as set forth in the Ground Lease.]

6. Tenant has accepted the Premises, subject to no conditions other than those set forth in the Ground Lease.

7. The certifying party is not the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships.

8. [Such other factual matters concerning the Ground Lease as the requesting Party may reasonably request.]

9. The certifying party acknowledges the right of [City]/[Tenant], its present and future lenders, its successor and assigns and any other parties in interest to rely upon the statements and representations of the certifying party contained in this Estoppel Certificate.

Tenant:

\_\_\_\_\_,  
a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_

Exhibit J

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A TO ESTOPPEL CERTIFICATE

LEGAL DESCRIPTION OF THE PREMISES

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

EXHIBIT B TO ESTOPPEL CERTIFICATE

GROUND LEASE

Exhibit J

**Exhibit B to First Amendment to Ground Lease**

**Legal Description of the Premises**

[see attached]

Exhibit B

**EXHIBIT A  
PARCEL 1  
LEGAL DESCRIPTION**

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**FOR THE PURPOSES OF THIS DESCRIPTION, THE FOLLOWING CONTROL LINE A IS HEREBY ESTABLISHED:**

**CONTROL LINE A**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 169.98 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER;

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 89°48'50" EAST, 137.65 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 12°24'06" EAST, 42.07 FEET;

THENCE SOUTH 90°00'00" EAST, 1.55 FEET;

THENCE SOUTH 00°00'00" WEST, 6.50 FEET;

THENCE SOUTH 12°03'25" EAST, 13.03 FEET;

THENCE SOUTH 00°00'00" WEST, 25.78 FEET;

THENCE SOUTH 01°07'05" EAST, 26.06 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 01°06'49" EAST, 8.00 FEET;

THENCE SOUTH 22°16'02" EAST, 15.36 FEET;

THENCE SOUTH 05°09'54" EAST, 8.77 FEET;

**EXHIBIT A  
PARCEL 1  
LEGAL DESCRIPTION**

THENCE SOUTH 10°18'31" WEST, 6.38 FEET;

THENCE SOUTH 07°48'30" WEST, 91.68 FEET;

THENCE NORTH 89°43'02" WEST, 94.09 FEET;

THENCE SOUTH 67°52'14" WEST, 41.67 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 86°47'04" WEST, 86.88 FEET;

THENCE SOUTH 86°46'59" WEST, 12.50 FEET;

THENCE SOUTH 89°33'02" WEST, 28.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORWALK BOULEVARD, ALSO THE WESTERLY LINE OF SAID QUITCLAIM DEED, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE A**.

**PARCEL 1**

**BEGINNING** AT THE ABOVE DESCRIBED **POINT B**;

THENCE NORTH 04°42'03" WEST, 146.39 FEET;

THENCE NORTH 04°43'41" WEST, 8.74 FEET;

THENCE NORTH 04°41'31" WEST, 26.65 FEET;

THENCE NORTH 06°07'07" EAST, 57.37 FEET;

THENCE NORTH 00°11'10" WEST, 16.78 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF IMPERIAL HIGHWAY;

THENCE ALONG SAID RIGHT-OF-WAY LINES OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD THE FOLLOWING COURSES:

- 1) SOUTH 89°48'50" WEST, 89.79 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET;
- 2) SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 47.20 FEET THROUGH A CENTRAL ANGLE OF 90°08'13";
- 3) SOUTH 00°19'23" EAST, 230.34 FEET TO THE **POINT OF TERMINUS** OF SAID **CONTROL LINE A**;

**EXHIBIT A  
PARCEL 1  
LEGAL DESCRIPTION**

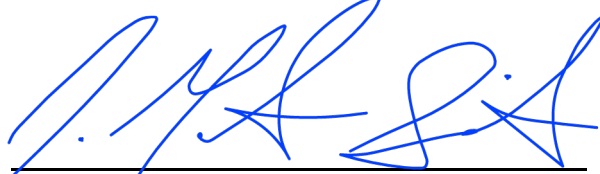
THENCE ALONG SAID CONTROL LINE A THE FOLLOWING COURSES:

- 1) NORTH 89°33'02" EAST, 28.00 FEET;
- 2) NORTH 86°46'59" EAST, 12.50 FEET;
- 3) NORTH 86°47'04" EAST, 86.88 FEET TO SAID **POINT B**.

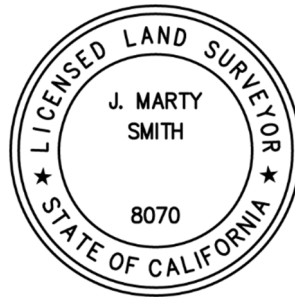
THE ABOVE DESCRIBED PARCEL CONTAINS 30,681 SQUARE FEET OR 0.704 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

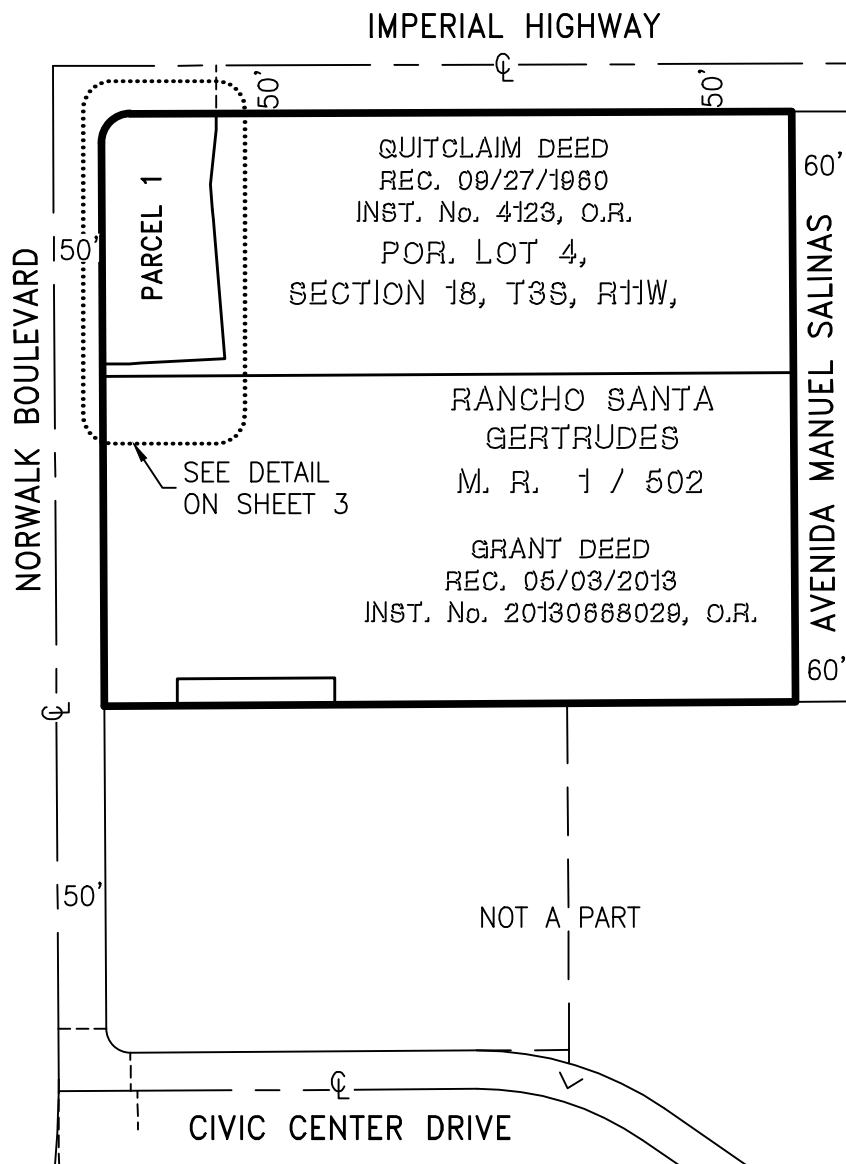


J. MARTY SMITH, P.L.S. 8070  
DATE PREPARED: 12/10/2024



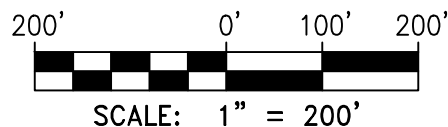


# EXHIBIT B



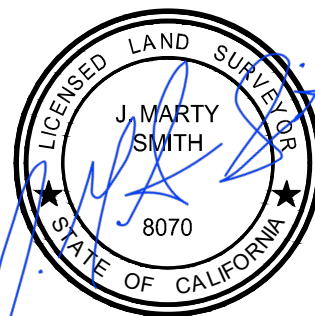
## ABBREVIATIONS:

CL	CENTERLINE
AC.	ACRE(S)
INST	INSTRUMENT
No.	NUMBER
O.R.	OFFICIAL RECORDS
REC.	RECORDED
M.R.	MISCELLANEOUS RECORDS
E	EAST
E'LY	EASTERLY
ELEV	ELEVATION
N	NORTH
N'LY	NORTHERLY
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
R	RANGE
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING
S	SOUTH
S'LY	SOUTHERLY
SQ.FT.	SQUARE FOOT
W	WEST
W'LY	WESTERLY
LB	LOWER BOUNDS ELEVATION
UB	UPPER BOUNDS ELEVATION



## LINE LEGEND:

—————	SUBJECT PROPERTY LINES
—————	PARCEL
—————	CENTERLINES
—————	ADJACENT PROPERTY LINES



12/10/2024



15535 Sand Canyon Ave, Suite 100  
Irvine, California 92618  
949.474.1960

fuscoee.com

## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 1

DATE: 12/10/2024

FN: 1321-008PCL1\_exB

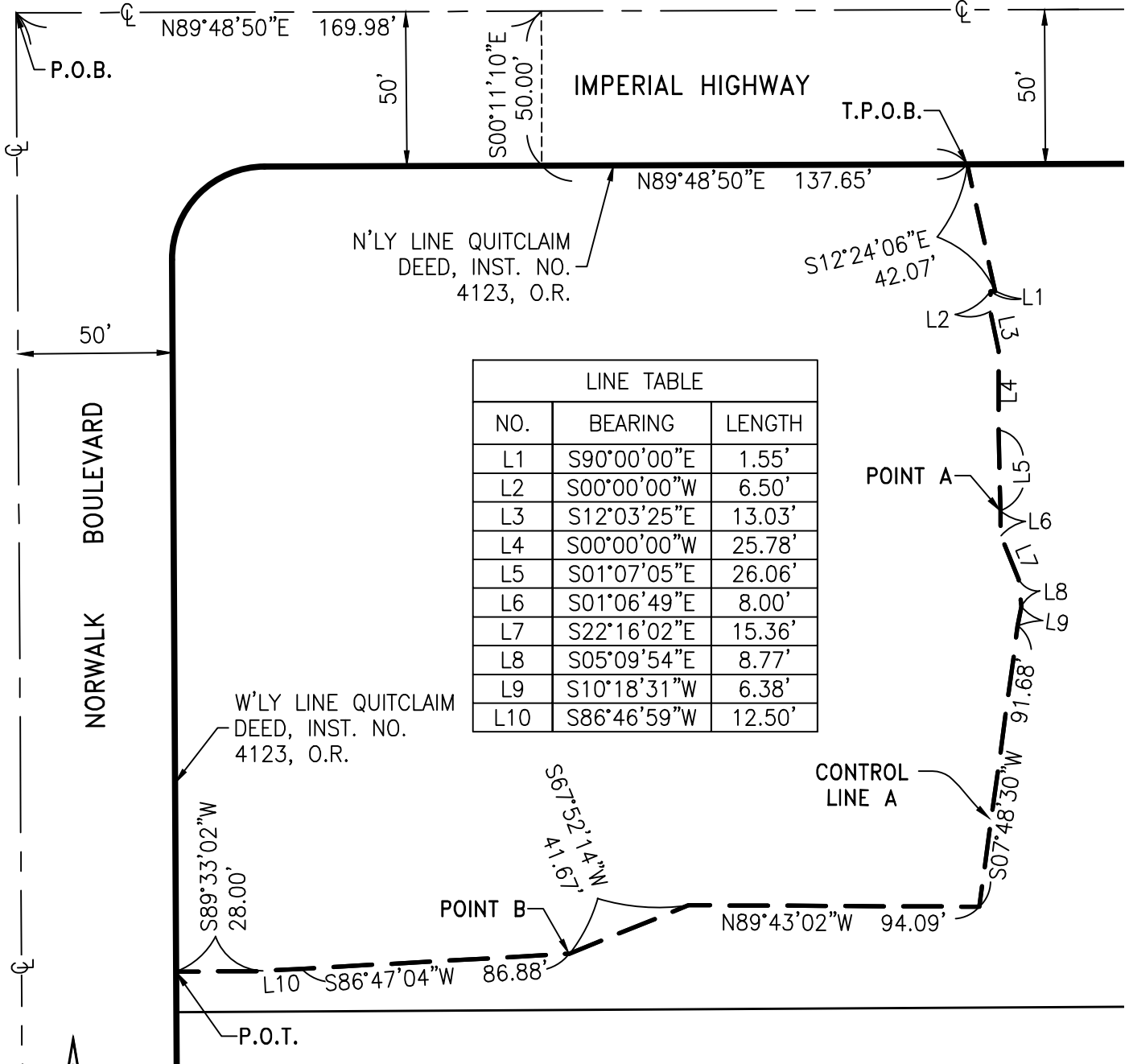
DRAWN BY: DA

CHECKED BY: JMS

SHEET 1 OF 3

# EXHIBIT B

CONTROL LINE A



LINE TABLE		
NO.	BEARING	LENGTH
L1	S90°00'00"E	1.55'
L2	S00°00'00"W	6.50'
L3	S12°03'25"E	13.03'
L4	S00°00'00"W	25.78'
L5	S01°07'05"E	26.06'
L6	S01°06'49"E	8.00'
L7	S22°16'02"E	15.36'
L8	S05°09'54"E	8.77'
L9	S10°18'31"W	6.38'
L10	S86°46'59"W	12.50'



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 1

DATE: 12/10/2024

FN: 1321-008PCL1\_exB

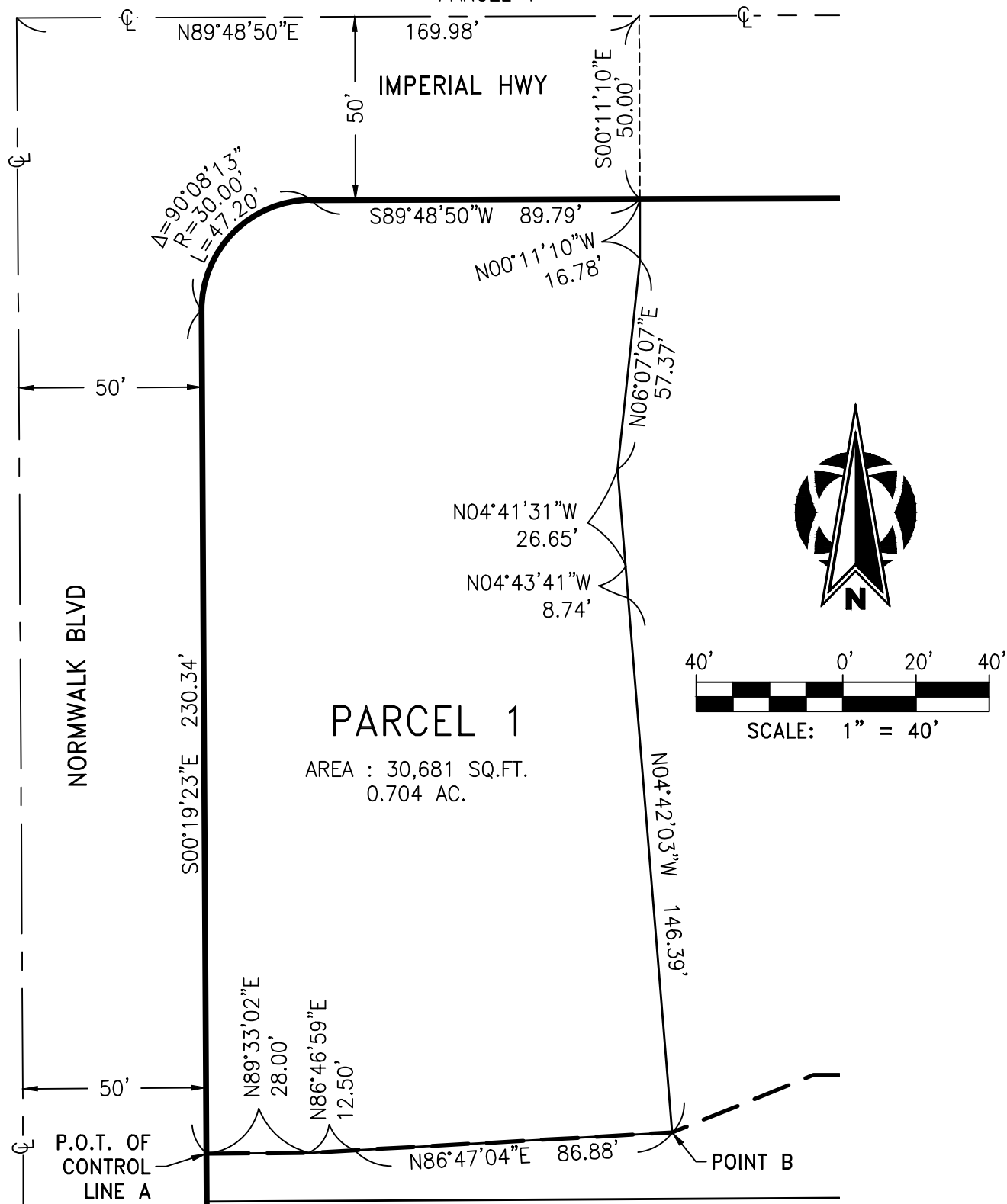
DRAWN BY: DA

CHECKED BY: JMS

SHEET 2 OF 3

# EXHIBIT B

PARCEL 1



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 1

DATE: 12/10/2024

FN: 1321-008PCL1\_exB

DRAWN BY: DA

CHECKED BY: JMS

SHEET 3 OF 3

**EXHIBIT A  
PARCEL 2  
LEGAL DESCRIPTION**

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**FOR THE PURPOSES OF THIS DESCRIPTION, THE FOLLOWING CONTROL LINE A IS HEREBY ESTABLISHED:**

**CONTROL LINE A**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 169.98 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER;

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 89°48'50" EAST, 137.65 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 12°24'06" EAST, 42.07 FEET;

THENCE SOUTH 90°00'00" EAST, 1.55 FEET;

THENCE SOUTH 00°00'00" WEST, 6.50 FEET;

THENCE SOUTH 12°03'25" EAST, 13.03 FEET;

THENCE SOUTH 00°00'00" WEST, 25.78 FEET;

THENCE SOUTH 01°07'05" EAST, 26.06 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 01°06'49" EAST, 8.00 FEET;

THENCE SOUTH 22°16'02" EAST, 15.36 FEET;

THENCE SOUTH 05°09'54" EAST, 8.77 FEET;

**EXHIBIT A  
PARCEL 2  
LEGAL DESCRIPTION**

THENCE SOUTH 10°18'31" WEST, 6.38 FEET;

THENCE SOUTH 07°48'30" WEST, 91.68 FEET;

THENCE NORTH 89°43'02" WEST, 94.09 FEET;

THENCE SOUTH 67°52'14" WEST, 41.67 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 86°47'04" WEST, 86.88 FEET;

THENCE SOUTH 86°46'59" WEST, 12.50 FEET;

THENCE SOUTH 89°33'02" WEST, 28.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORWALK BOULEVARD, ALSO THE WESTERLY LINE OF SAID QUITCLAIM DEED, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE A**.

**PARCEL 2**

**BEGINNING** AT THE ABOVE DESCRIBED **POINT B**;

THENCE NORTH 04°42'03" WEST, 146.39 FEET;

THENCE NORTH 04°43'41" WEST, 8.74 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 04°41'31" WEST, 26.65 FEET;

THENCE NORTH 06°07'07" EAST, 57.37 FEET;

THENCE NORTH 00°11'10" WEST, 16.78 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF IMPERIAL HIGHWAY;

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 89°48'50" EAST, 137.65 FEET TO THE TRUE POINT OF BEGINNING OF **CONTROL LINE A**;

THENCE ALONG SAID **CONTROL LINE A**, THE FOLLOWING COURSES:

- 1) SOUTH 12°24'06" EAST, 42.07 FEET;
- 2) SOUTH 90°00'00" EAST, 1.55 FEET;
- 3) SOUTH 00°00'00" WEST, 6.50 FEET;
- 4) SOUTH 12°03'25" EAST, 13.03 FEET;

**EXHIBIT A  
PARCEL 2  
LEGAL DESCRIPTION**

5) SOUTH 00°00'00" WEST, 25.78 FEET;

6) SOUTH 01°07'05" EAST, 26.06 FEET TO SAID **POINT A** OF **CONTROL LINE A**;

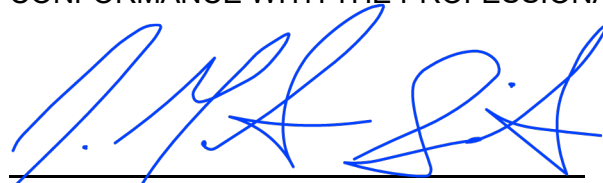
THENCE LEAVING SAID **CONTROL LINE A**, SOUTH 88°53'22" WEST, 112.68 FEET;

THENCE NORTH 71°09'00" WEST, 41.82 FEET TO THE **TRUE POINT OF BEGINNING**.

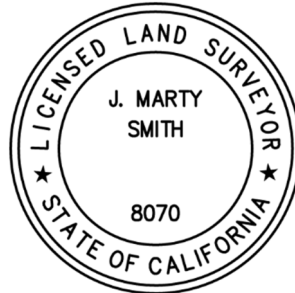
THE ABOVE DESCRIBED PARCEL CONTAINS 16,581 SQUARE FEET OR 0.381 ACRES,  
MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN  
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



J. MARTY SMITH, P.L.S. 8070  
DATE PREPARED: 12/10/2024

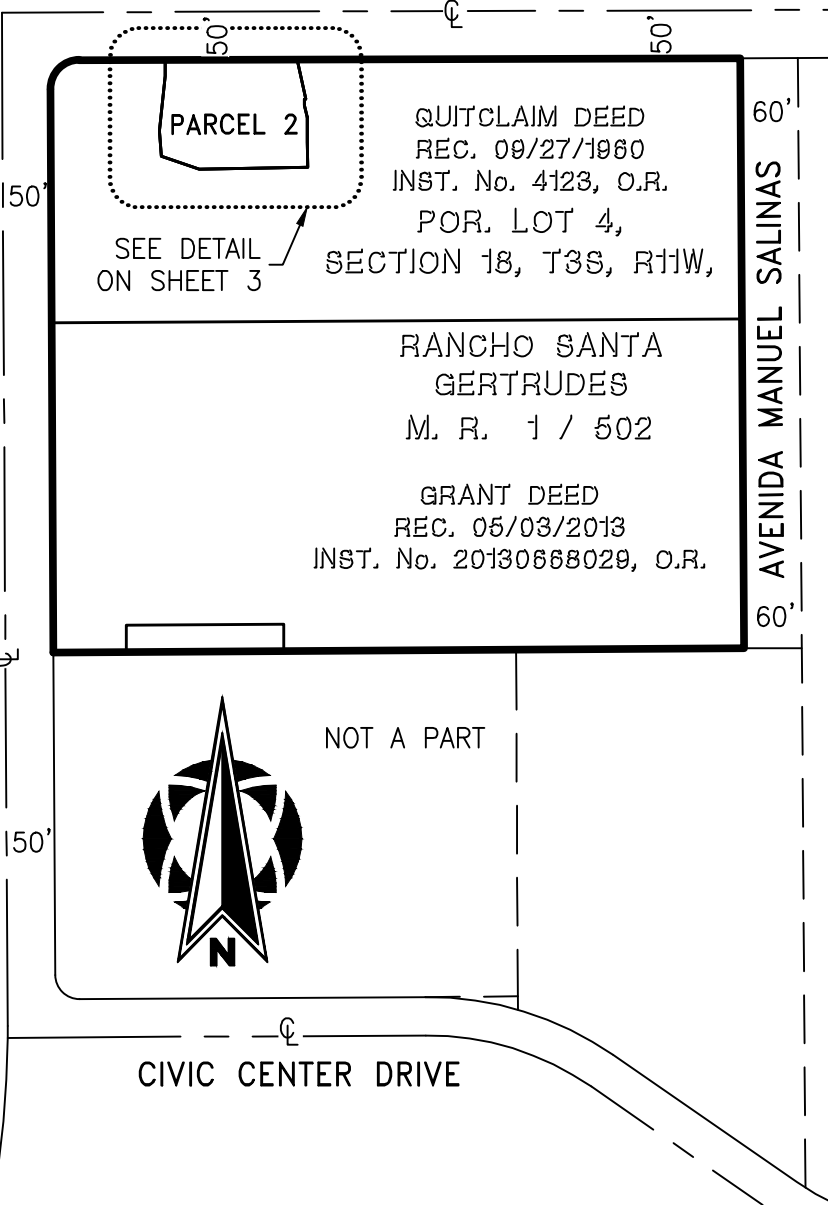
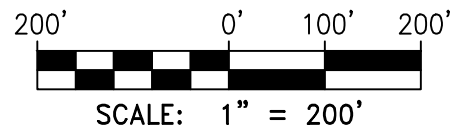


# EXHIBIT B

IMPERIAL HIGHWAY

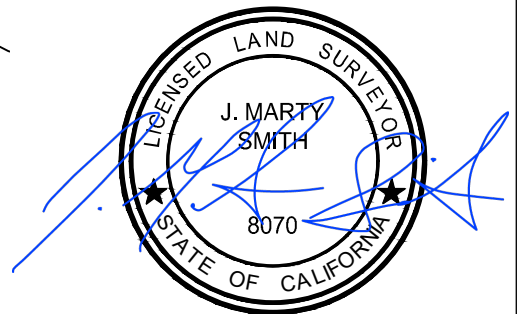
## ABBREVIATIONS:

CL	CENTERLINE
AC.	ACRE(S)
INST	INSTRUMENT
No.	NUMBER
O.R.	OFFICIAL RECORDS
REC.	RECORDED
M.R.	MISCELLANEOUS RECORDS
E	EAST
E'LY	EASTERLY
ELEV	ELEVATION
N	NORTH
N'LY	NORTHERLY
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
R	RANGE
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING
S	SOUTH
S'LY	SOUTHERLY
SQ.FT.	SQUARE FOOT
W	WEST
W'LY	WESTERLY
LB	LOWER BOUNDS ELEVATION
UB	UPPER BOUNDS ELEVATION



## LINE LEGEND:

	SUBJECT PROPERTY LINES
	PARCEL
	CENTERLINES
	ADJACENT PROPERTY LINES



12/10/2024



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 2

DATE: 12/10/2024

FN: 1321-008PCL2\_exB

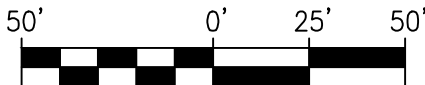
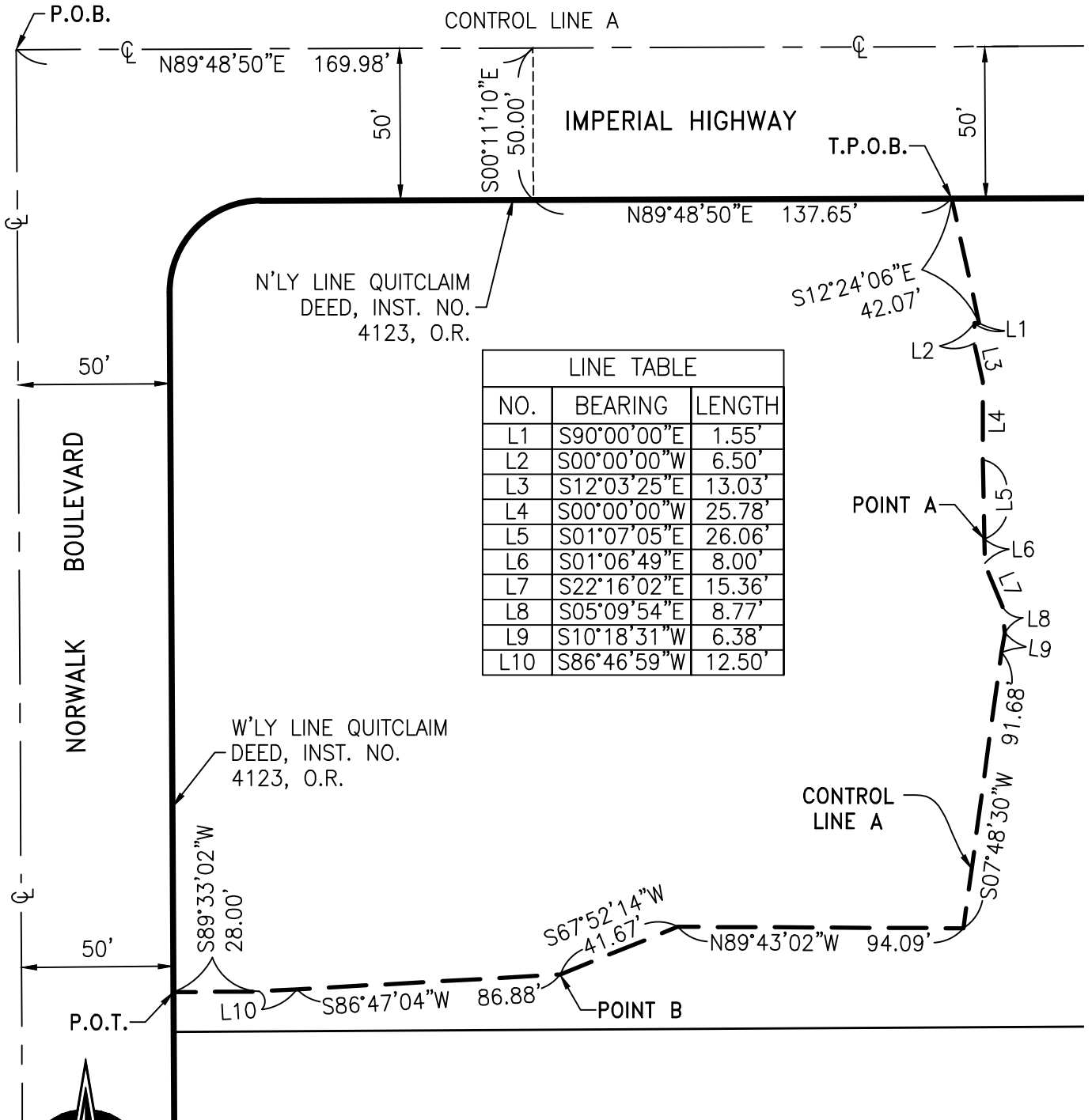
DRAWN BY: DA

CHECKED BY: JMS

SHEET 1 OF 3

# EXHIBIT B

CONTROL LINE A



SCALE: 1" = 50'



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 2

DATE: 12/10/2024

FN: 1321-008PCL2\_exB

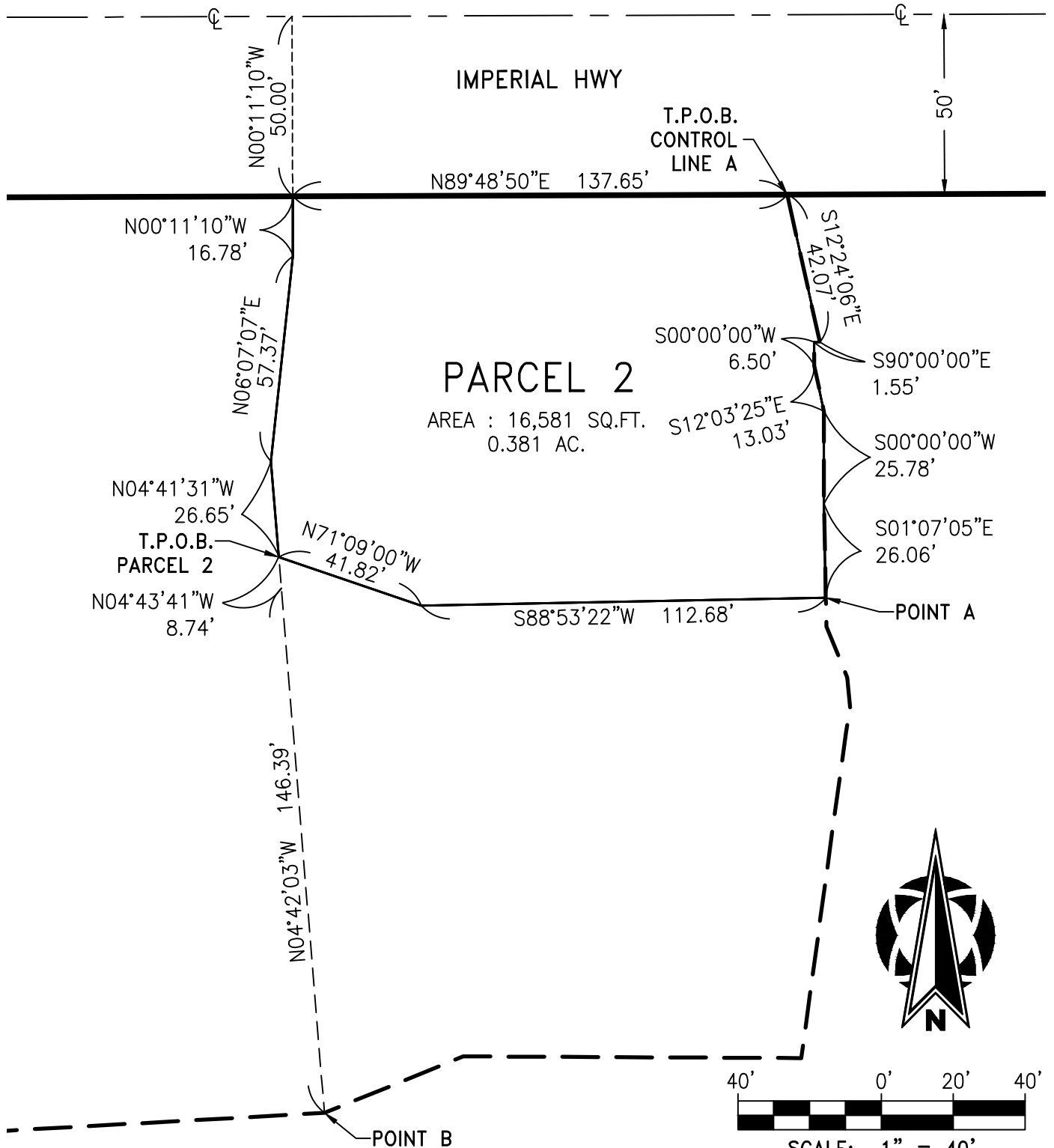
DRAWN BY: DA

CHECKED BY: JMS

SHEET 2 OF 3



# EXHIBIT B



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 2

DATE: 12/10/2024

FN: 1321-008PCL2\_exB

DRAWN BY: DA

CHECKED BY: JMS

SHEET 3 OF 3

**EXHIBIT A  
PARCEL 3  
LEGAL DESCRIPTION**

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AS FOLLOWS:

**FOR THE PURPOSES OF THIS DESCRIPTION, THE FOLLOWING CONTROL LINE A IS HEREBY ESTABLISHED:**

**CONTROL LINE A**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 169.98 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER;

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 89°48'50" EAST, 137.65 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 12°24'06" EAST, 42.07 FEET;

THENCE SOUTH 90°00'00" EAST, 1.55 FEET;

THENCE SOUTH 00°00'00" WEST, 6.50 FEET;

THENCE SOUTH 12°03'25" EAST, 13.03 FEET;

THENCE SOUTH 00°00'00" WEST, 25.78 FEET;

THENCE SOUTH 01°07'05" EAST, 26.06 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 01°06'49" EAST, 8.00 FEET;

THENCE SOUTH 22°16'02" EAST, 15.36 FEET;

THENCE SOUTH 05°09'54" EAST, 8.77 FEET;

**EXHIBIT A  
PARCEL 3  
LEGAL DESCRIPTION**

THENCE SOUTH 10°18'31" WEST, 6.38 FEET;

THENCE SOUTH 07°48'30" WEST, 91.68 FEET;

THENCE NORTH 89°43'02" WEST, 94.09 FEET;

THENCE SOUTH 67°52'14" WEST, 41.67 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 86°47'04" WEST, 86.88 FEET;

THENCE SOUTH 86°46'59" WEST, 12.50 FEET;

THENCE SOUTH 89°33'02" WEST, 28.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORWALK BOULEVARD, ALSO THE WESTERLY LINE OF SAID QUITCLAIM DEED, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE A**.

**PARCEL 3**

**BOUNDED** EASTERLY AND SOUTHERLY BY THE ABOVE DESCRIBED **CONTROL LINE A**.

**BOUNDED** WESTERLY BY THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT THE ABOVE DESCRIBED **POINT B**;

THENCE NORTH 04°42'03" WEST, 146.39 FEET;

THENCE NORTH 04°43'41" WEST, 8.74 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT C**;

THENCE NORTH 04°41'31" WEST, 26.65 FEET;

THENCE NORTH 06°07'07" EAST, 57.37 FEET;

THENCE NORTH 00°11'10" WEST, 16.78 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF IMPERIAL HIGHWAY.

**BOUNDED** NORTHERLY BY THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT THE ABOVE DESCRIBED **POINT A**;

**EXHIBIT A  
PARCEL 3  
LEGAL DESCRIPTION**


THENCE SOUTH 88°53'22" WEST, 112.68 FEET;

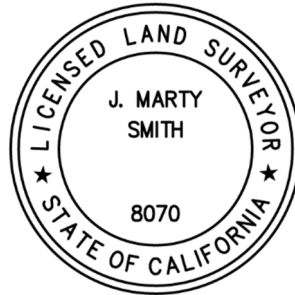
THENCE NORTH 71°09'00" WEST, 41.82 FEET TO THE ABOVE DESCRIBED **POINT C**.

THE ABOVE DESCRIBED PARCEL CONTAINS 19,109 SQUARE FEET OR 0.439 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

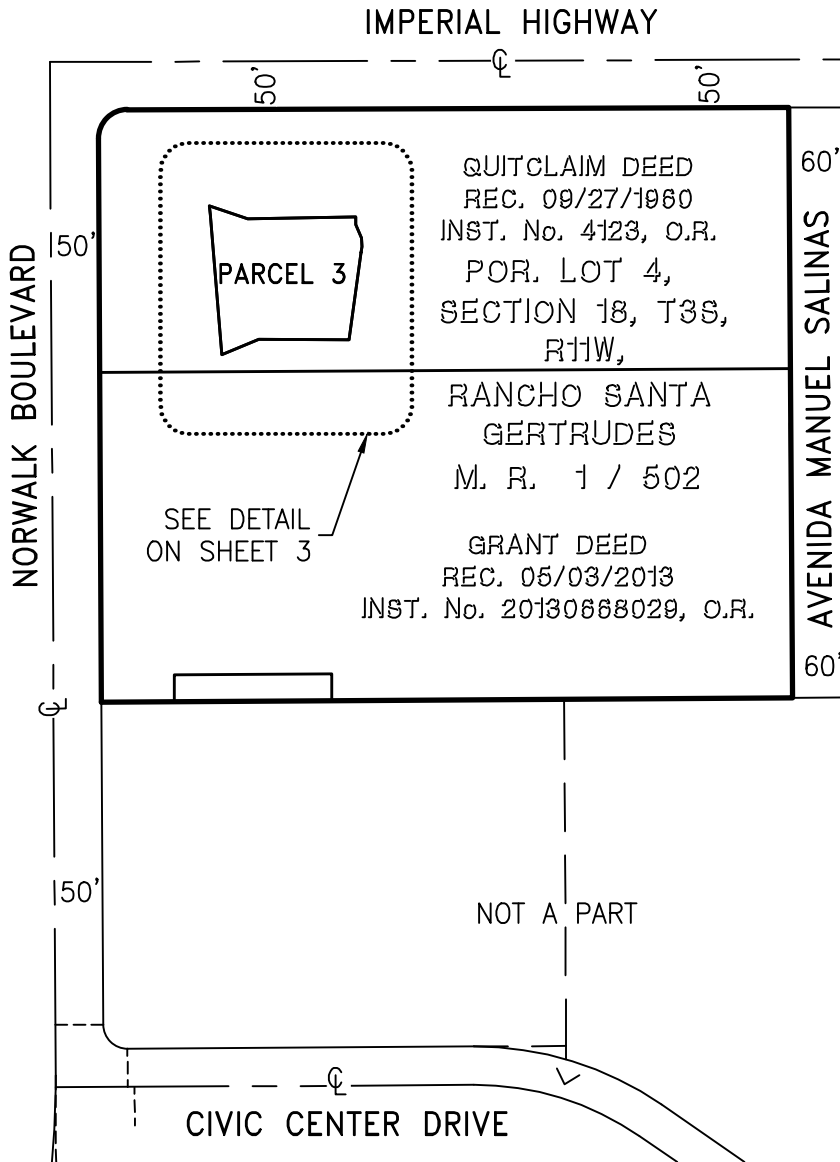
  
\_\_\_\_\_  
J. MARTY SMITH, P.L.S. 8070  
DATE PREPARED: 12/10/2024



# EXHIBIT B

## ABBREVIATIONS:

CL	CENTERLINE
AC.	ACRE(S)
INST	INSTRUMENT
No.	NUMBER
O.R.	OFFICIAL RECORDS
REC.	RECORDED
M.R.	MISCELLANEOUS RECORDS
E	EAST
E'LY	EASTERLY
ELEV	ELEVATION
N	NORTH
N'LY	NORTHERLY
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
R	RANGE
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING
S	SOUTH
S'LY	SOUTHERLY
SQ.FT.	SQUARE FOOT
W	WEST
W'LY	WESTERLY
LB	LOWER BOUNDS ELEVATION
UB	UPPER BOUNDS ELEVATION



QUITCLAIM DEED  
REC. 09/27/1960  
INST. No. 4123, O.R.  
POR. LOT 4,  
SECTION 18, T3S,  
R11W,  
RANCHO SANTA  
GERTRUDES  
M. R. 1 / 502  
GRANT DEED  
REC. 05/03/2013  
INST. No. 20130668029, O.R.

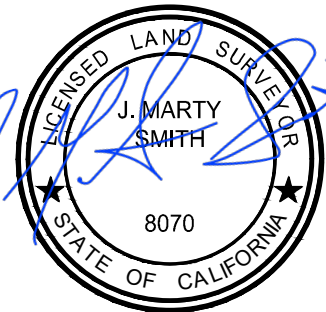
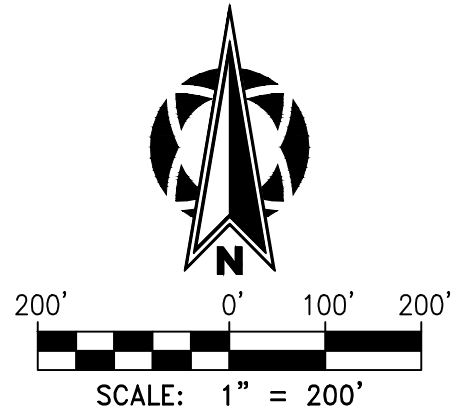
SEE DETAIL  
ON SHEET 3

NOT A PART

CIVIC CENTER DRIVE

## LINE LEGEND:

—————	SUBJECT PROPERTY LINES
—————	PARCEL
—————	CENTERLINES
- - - - -	ADJACENT PROPERTY LINES



12/10/2024



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## EXHIBIT B

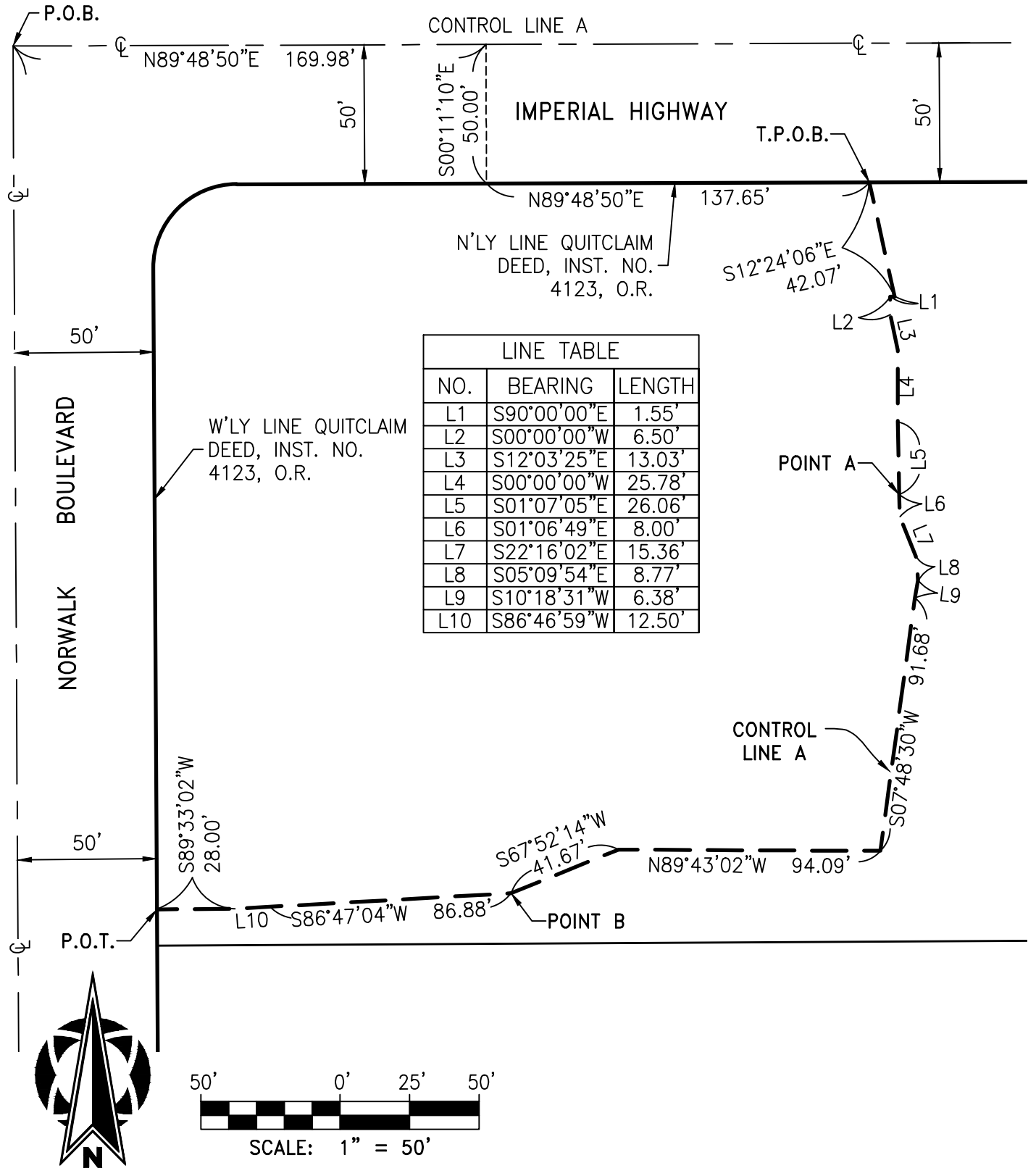
PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 3

DATE: 12/10/2024  
FN: 1321-008PCL3\_exB  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 1 OF 3

# EXHIBIT B



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 3

DATE: 12/10/2024

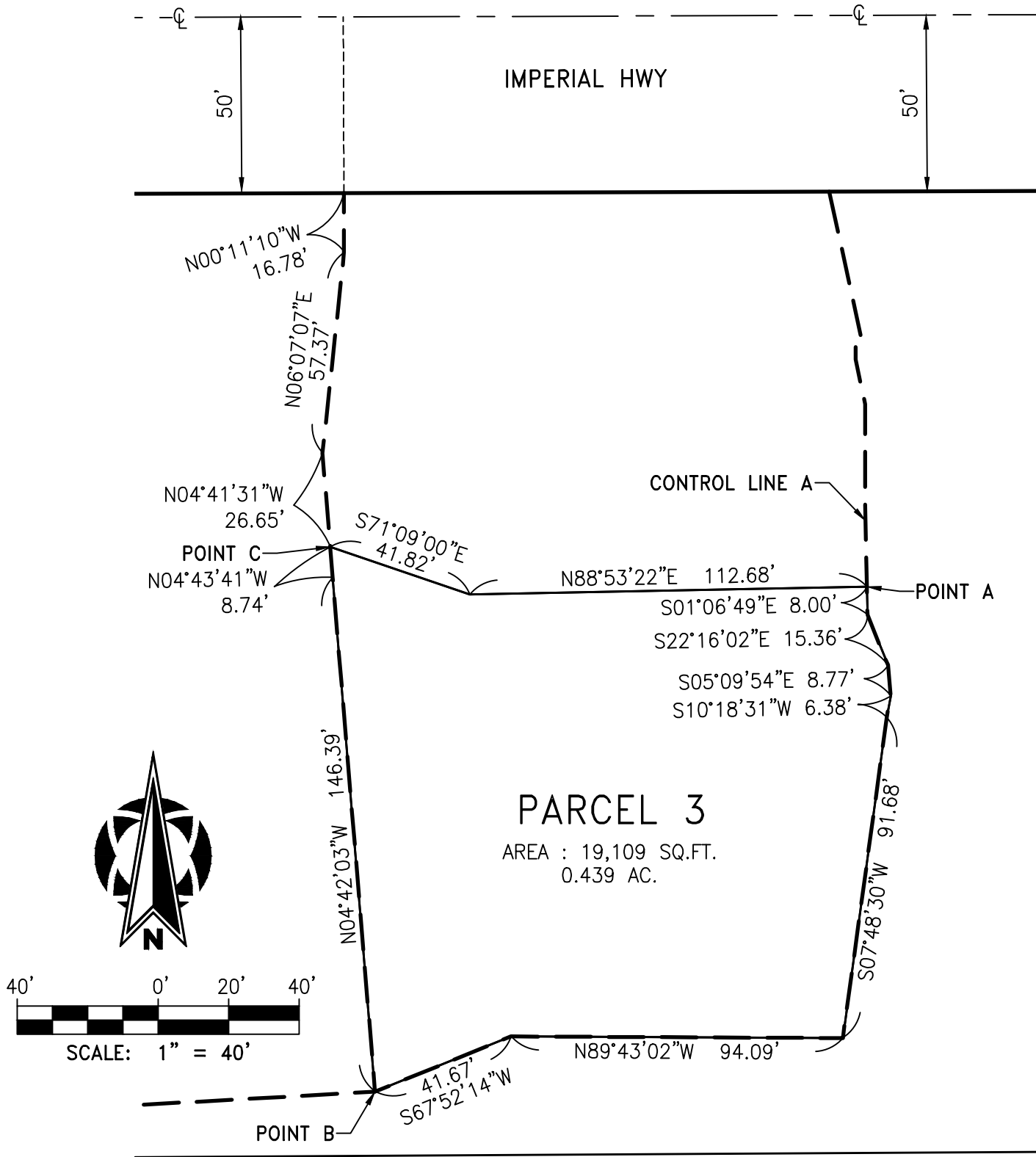
FN: 1321-008PCL3\_exB

DRAWN BY: DA

CHECKED BY: JMS

SHEET 2 OF 3

EXHIBIT B



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Irvine, California 92618  
949.474.1960  
fuscoe.com

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 3

DATE: 12/10/2024  
FN: 1321-008PCL3\_exB  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 3 OF 3

**EXHIBIT A  
PARCEL 4  
LEGAL DESCRIPTION**

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**FOR THE PURPOSES OF THIS DESCRIPTION, THE FOLLOWING CONTROL LINE IS HEREBY ESTABLISHED:**

**CONTROL LINE B**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 391.48 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°11'10" EAST, 39.54 FEET;

THENCE SOUTH 00°23'27" EAST, 45.07 FEET;

THENCE SOUTH 00°22'55" EAST, 26.40 FEET;

THENCE SOUTH 00°28'02" EAST, 8.00 FEET;

THENCE SOUTH 00°22'38" EAST, 61.92 FEET;

THENCE SOUTH 00°23'15" EAST, 76.78 FEET;

THENCE NORTH 90°00'00" EAST, 10.09 FEET;

THENCE SOUTH 00°18'06" EAST, 18.74 FEET;

THENCE NORTH 90°00'00" EAST, 8.03 FEET;

THENCE SOUTH 00°01'41" EAST, 14.75 FEET;

THENCE SOUTH 00°00'44" EAST, 27.19 FEET;



**EXHIBIT A  
PARCEL 4  
LEGAL DESCRIPTION**

THENCE NORTH 89°51'25" EAST, 43.36 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 00°23'15" EAST, 25.05 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 90°00'00" EAST, 26.72 FEET;

THENCE SOUTH 41°39'11" WEST, 25.27 FEET;

THENCE SOUTH 00°00'16" EAST, 40.25 FEET;

THENCE SOUTH 14°23'34" EAST, 48.19 FEET;

THENCE SOUTH 08°56'20" WEST, 33.54 FEET;

THENCE SOUTH 09°01'56" WEST, 46.17 FEET;

THENCE SOUTH 13°40'20" EAST, 53.85 FEET;

THENCE NORTH 89°36'45" EAST, 32.58 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT C**;

THENCE SOUTH 00°23'15" EAST, 35.27 FEET TO A POINT ON THE SOUTHERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE B**.

**PARCEL 4**

**BEGINNING** AT THE ABOVE DESCRIBED **POINT A**;

THENCE NORTH 89°51'25" EAST, 17.73 FEET;

THENCE NORTH 00°00'00" WEST, 88.87 FEET;

THENCE SOUTH 90°00'00" WEST, 4.00 FEET;

THENCE NORTH 00°00'00" EAST, 91.61 FEET;

THENCE NORTH 90°00'00" EAST, 8.17 FEET;

THENCE NORTH 00°00'00" EAST, 138.02 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF IMPERIAL HIGHWAY;

**EXHIBIT A  
PARCEL 4  
LEGAL DESCRIPTION**

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 89°48'50" WEST, 85.09 FEET TO  
**TRUE POINT OF BEGINNING OF CONTROL LINE B;**

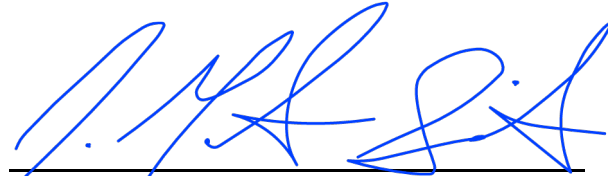
THENCE ALONG SAID **CONTROL LINE B**, THE FOLLOWING COURSES:

- 1) SOUTH 00°11'10" EAST, 39.54 FEET;
- 2) SOUTH 00°23'27" EAST, 45.07 FEET;
- 3) SOUTH 00°22'55" EAST, 26.40 FEET;
- 4) SOUTH 00°28'02" EAST, 8.00 FEET;
- 5) SOUTH 00°22'38" EAST, 61.92 FEET;
- 6) SOUTH 00°23'15" EAST, 76.78 FEET;
- 7) NORTH 90°00'00" EAST, 10.09 FEET;
- 8) SOUTH 00°18'06" EAST, 18.74 FEET;
- 9) NORTH 90°00'00" EAST, 8.03 FEET;
- 10) SOUTH 00°01'41" EAST, 14.75 FEET;
- 11) SOUTH 00°00'44" EAST, 27.19 FEET;
- 12) NORTH 89°51'25" EAST, 43.36 FEET TO THE ABOVE DESCRIBED **POINT A.**

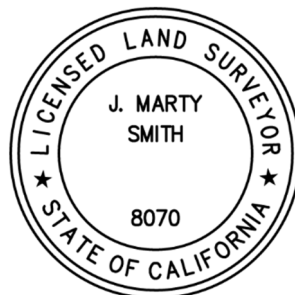
THE ABOVE DESCRIBED PARCEL CONTAINS 24,736 SQUARE FEET OR 0.568 ACRES,  
MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN  
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



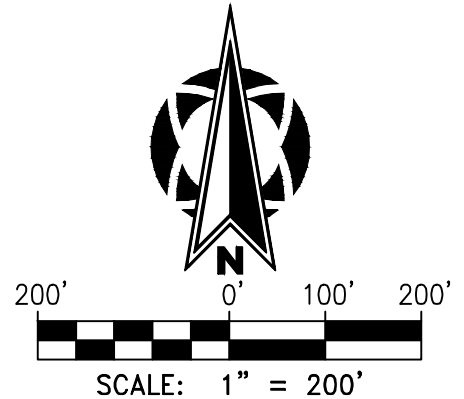
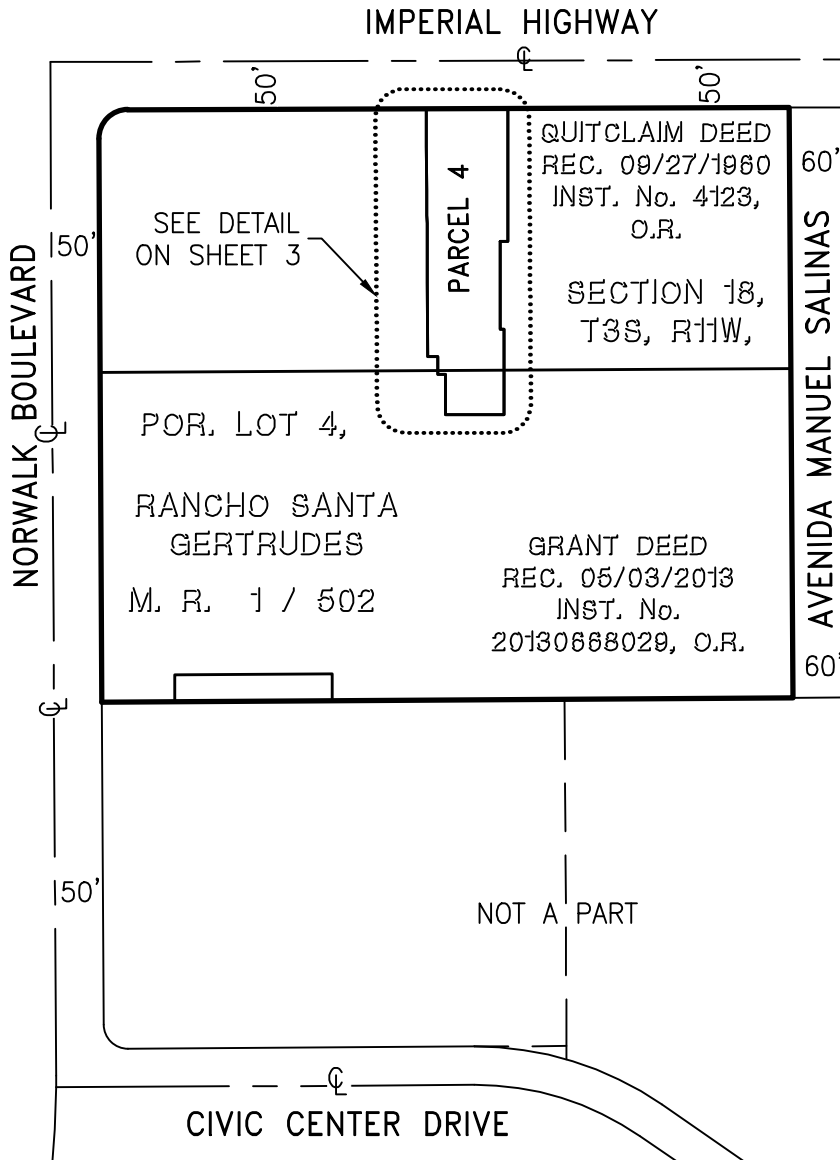
J. MARTY SMITH, P.L.S. 8070  
DATE PREPARED: 12/09/2024



# EXHIBIT B

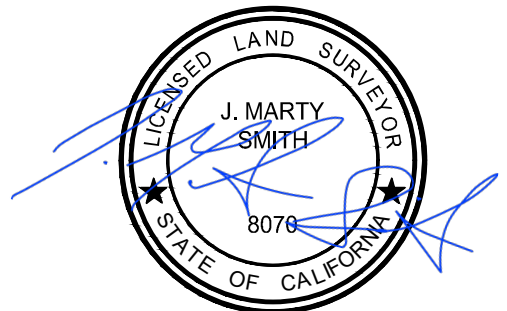
## ABBREVIATIONS:

CL	CENTERLINE
AC.	ACRE(S)
INST	INSTRUMENT
No.	NUMBER
O.R.	OFFICIAL RECORDS
REC.	RECORDED
M.R.	MISCELLANEOUS RECORDS
E	EAST
E'LY	EASTERLY
ELEV	ELEVATION
N	NORTH
N'LY	NORTHERLY
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
R	RANGE
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING
S	SOUTH
S'LY	SOUTHERLY
SQ.FT.	SQUARE FOOT
W	WEST
W'LY	WESTERLY
LB	LOWER BOUNDS ELEVATION
UB	UPPER BOUNDS ELEVATION



## LINE LEGEND:

	SUBJECT PROPERTY LINES
	PARCEL
	CENTERLINES
	ADJACENT PROPERTY LINES



12/09/2024



15535 Sand Canyon Ave, Suite 100  
Irvine, California 92618  
949.474.1960

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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 4

DATE: 12/9/2024

FN: 1321-008PCL4\_exB

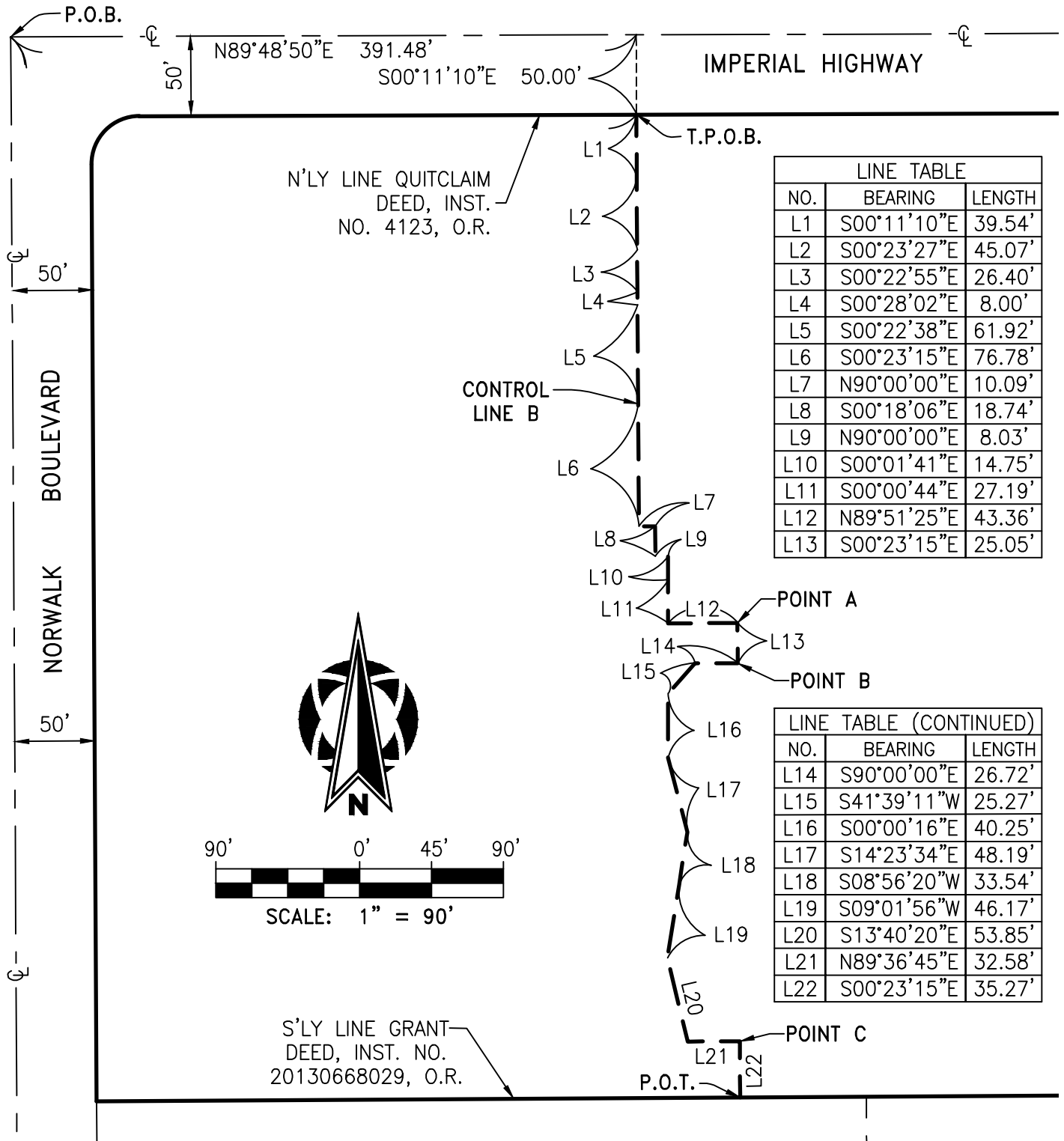
DRAWN BY: DA

CHECKED BY: JMS

SHEET 1 OF 3

# EXHIBIT B

## CONTROL LINE B



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 4

DATE: 12/9/2024

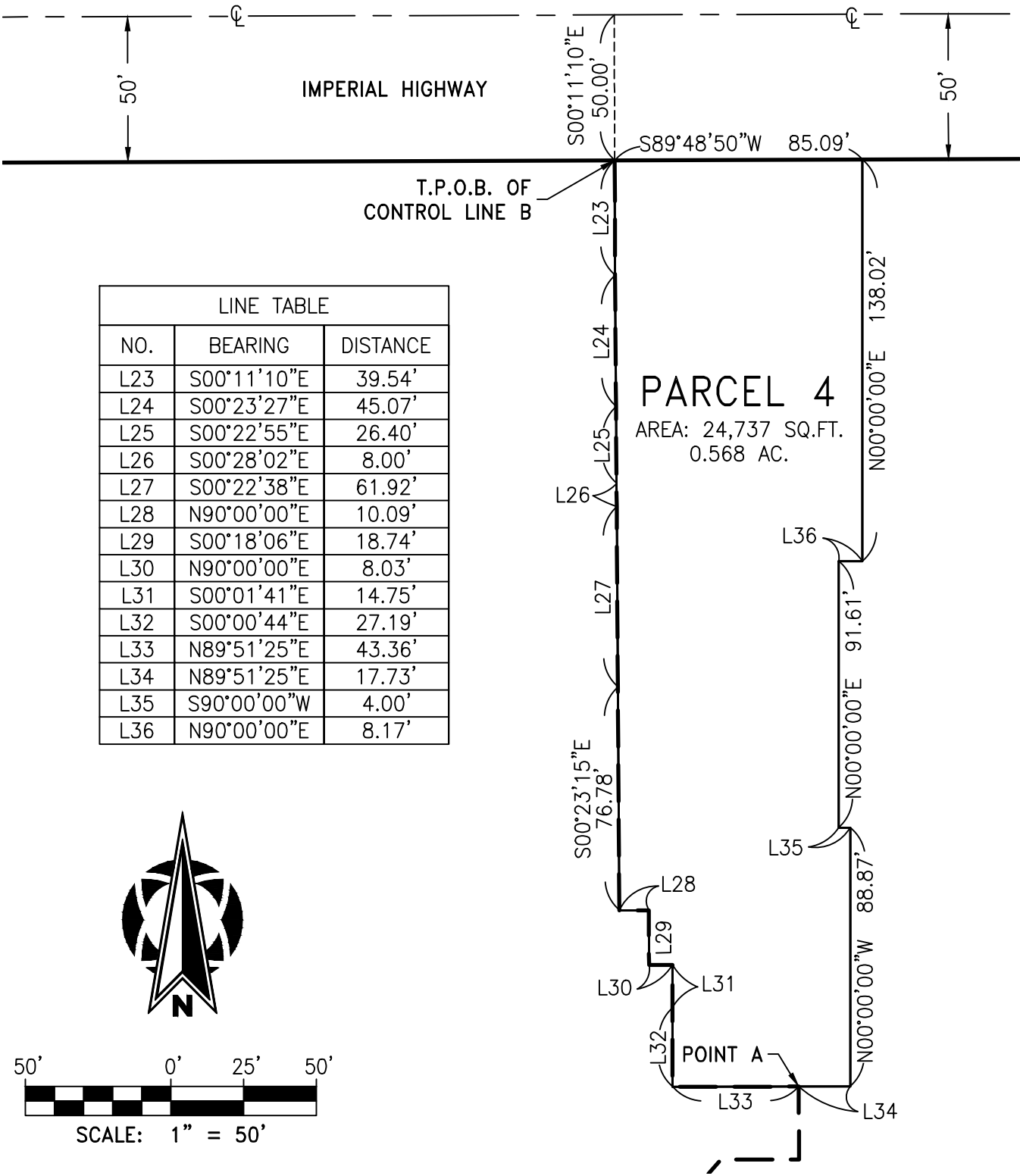
FN: 1321-008PCL4\_exB

DRAWN BY: DA

CHECKED BY: JMS

SHEET 2 OF 3

EXHIBIT B



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EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 4

DATE: 12/9/2024

FN: 1321-008PCL4\_exB

DRAWN BY: DA

CHECKED BY: JMS

SHEET 3 OF 3

**EXHIBIT A  
PARCEL 5  
LEGAL DESCRIPTION**

PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**FOR THE PURPOSES OF THIS DESCRIPTION, THE FOLLOWING TWO CONTROL LINES (CONTROL LINE B & CONTROL LINE C) ARE HEREBY ESTABLISHED:**

**CONTROL LINE B**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 391.48 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°11'10" EAST, 39.54 FEET;

THENCE SOUTH 00°23'27" EAST, 45.07 FEET;

THENCE SOUTH 00°22'55" EAST, 26.40 FEET;

THENCE SOUTH 00°28'02" EAST, 8.00 FEET;

THENCE SOUTH 00°22'38" EAST, 61.92 FEET;

THENCE SOUTH 00°23'15" EAST, 76.78 FEET;

THENCE NORTH 90°00'00" EAST, 10.09 FEET;

THENCE SOUTH 00°18'06" EAST, 18.74 FEET;

THENCE NORTH 90°00'00" EAST, 8.03 FEET;

THENCE SOUTH 00°01'41" EAST, 14.75 FEET;

THENCE SOUTH 00°00'44" EAST, 27.19 FEET;

**EXHIBIT A  
PARCEL 5  
LEGAL DESCRIPTION**

THENCE NORTH 89°51'25" EAST, 43.36 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 00°23'15" EAST, 25.05 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 90°00'00" WEST, 26.72 FEET;

THENCE SOUTH 41°39'11" WEST, 25.27 FEET;

THENCE SOUTH 00°00'16" EAST, 40.25 FEET;

THENCE SOUTH 14°23'34" EAST, 48.19 FEET;

THENCE SOUTH 08°56'20" WEST, 33.54 FEET;

THENCE SOUTH 09°01'56" WEST, 46.17 FEET;

THENCE SOUTH 13°40'20" EAST, 53.85 FEET;

THENCE NORTH 89°36'45" EAST, 32.58 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT C**;

THENCE SOUTH 00°23'15" EAST, 35.27 FEET TO A POINT ON THE SOUTHERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE B**.

**CONTROL LINE C**

**BEGINNING AT SAID POINT B;**

THENCE SOUTH 00°23'15" EAST, 48.24 FEET;

THENCE NORTH 89°36'45" EAST, 239.59 FEET;

THENCE NORTH 00°23'15" WEST, 38.11 FEET;

THENCE NORTH 00°23'15" WEST, 23.85 FEET;

THENCE NORTH 89°36'45" EAST, 76.89 FEET TO A POINT ON THE EASTERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, AS INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE C**.

**EXHIBIT A  
PARCEL 5  
LEGAL DESCRIPTION**

**PARCEL 5**

**BEGINNING** AT THE ABOVE DESCRIBED **POINT B**;

THENCE ALONG SAID **CONTROL LINE C** AND ITS SOUTHERLY PROLONGATION, SOUTH 00°23'15" EAST, 62.19 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT D**;

THENCE LEAVING SAID SOUTHERLY PROLONGATION, SOUTH 90°00'00" EAST, 1.71 FEET;

THENCE NORTH 89°36'45" EAST, 83.72 FEET;

THENCE NORTH 00°23'15" WEST, 13.96 FEET TO A POINT OF INTERSECTION WITH SAID **CONTROL LINE C**;

THENCE ALONG SAID **CONTROL LINE C**, NORTH 89°36'45" EAST, 79.62 FEET;

THENCE LEAVING SAID **CONTROL LINE C**, SOUTH 00°23'15" EAST, 18.79 FEET;

THENCE NORTH 89°36'50" EAST, 21.60 FEET;

THENCE SOUTH 00°23'15" EAST, 139.07 FEET;

THENCE SOUTH 44°36'45" WEST, 20.40 FEET;

THENCE SOUTH 89°36'45" WEST, 45.90 FEET;

THENCE SOUTH 00°09'02" EAST, 2.45 FEET;

THENCE SOUTH 89°36'45" WEST, 47.19 FEET;

THENCE SOUTH 00°23'15" EAST, 13.67 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT E**;

THENCE SOUTH 89°36'45" WEST, 111.97 FEET;

THENCE NORTH 13°40'20" WEST, 53.85 FEET;

THENCE NORTH 09°01'56" EAST, 46.17 FEET;

THENCE NORTH 08°56'20" EAST, 33.54 FEET;

THENCE NORTH 14°23'34" WEST, 48.19 FEET;

THENCE NORTH 00°00'16" WEST, 40.25 FEET;



**EXHIBIT A  
PARCEL 5  
LEGAL DESCRIPTION**

THENCE NORTH 41°39'11" EAST, 25.27 FEET;

THENCE NORTH 90°00'00" EAST, 26.72 FEET TO SAID **POINT B**.

**EXCEPTING THEREFROM** THAT PORTION OF AIRSPACE LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE; VERTICALLY ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.49 FEET; AND VERTICALLY BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 107.50 FEET:

**BEGINNING** AT THE ABOVE DESCRIBED **POINT D**;

THENCE SOUTH 00°23'15" EAST, 0.21 FEET;

THENCE SOUTH 89°36'45" WEST, 0.29 FEET;

THENCE SOUTH 00°23'15" EAST, 160.58 FEET;

THENCE NORTH 89°36'45" EAST, 79.40 FEET TO THE ABOVE DESCRIBED **POINT E**;

THE ABOVE ELEVATIONS ARE BASED ON THE LOS ANGELES COUNTY BENCH MARK NO. EY5873, HAVING AN ELEVATION OF 107.646 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988, AND QUAD YEAR OF 2013, DESCRIBED AS "L&BR 1FT N/O B/W BCR @ SW COR IMPERIAL HWY & NORWALK BLVD".

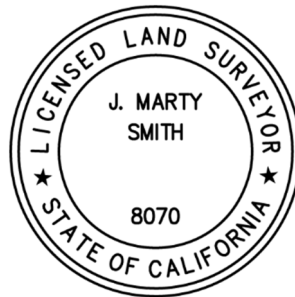
THE ABOVE DESCRIBED PARCEL CONTAINS 41,138 SQUARE FEET OR 0.944 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



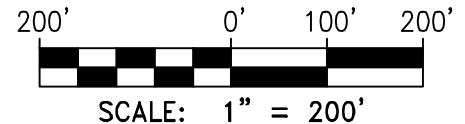
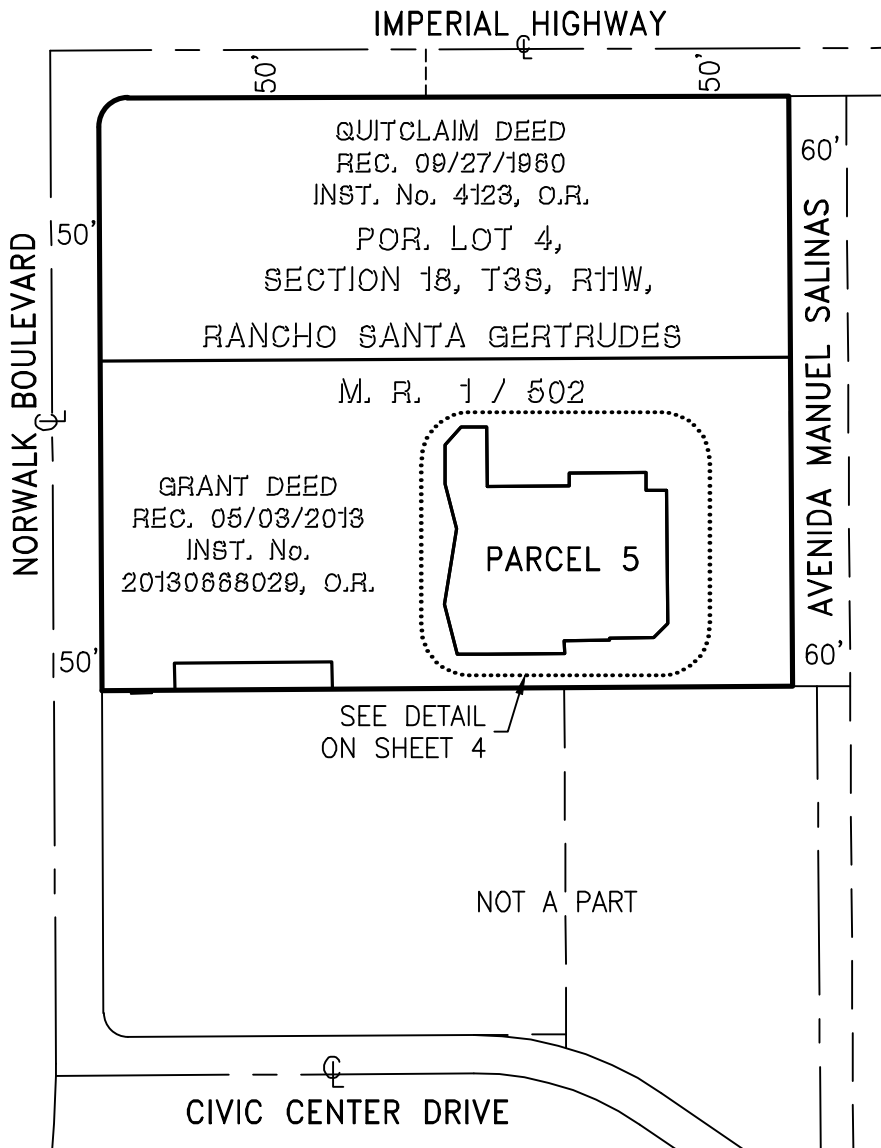
J. MARTY SMITH, P.L.S. 8070  
DATE PREPARED: 12/06/2024



# EXHIBIT B

## ABBREVIATIONS:

CL	CENTERLINE
AC.	ACRE(S)
INST	INSTRUMENT
No.	NUMBER
O.R.	OFFICIAL RECORDS
REC.	RECORDED
M.R.	MISCELLANEOUS RECORDS
E	EAST
E'LY	EASTERLY
ELEV	ELEVATION
N	NORTH
N'LY	NORTHERLY
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
R	RANGE
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING
S	SOUTH
S'LY	SOUTHERLY
SQ.FT.	SQUARE FOOT
W	WEST
W'LY	WESTERLY
LB	LOWER BOUNDS ELEVATION
UB	UPPER BOUNDS ELEVATION

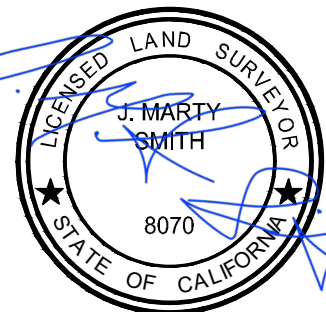


## BENCH MARK:

LA COUNTY BM NO. EY5873  
ELEV = 107.646' (NAVD88, QUAD 2013)  
DESCRIPTION: L&BR 1FT N/O B/W BCR @ SW COR  
IMPERIAL HWY & NORWALK BLVD.

## LINE LEGEND:

—————	SUBJECT PROPERTY LINES
—————	PARCEL
—————	CENTERLINES
- - - - -	ADJACENT PROPERTY LINES



12/09/2024



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

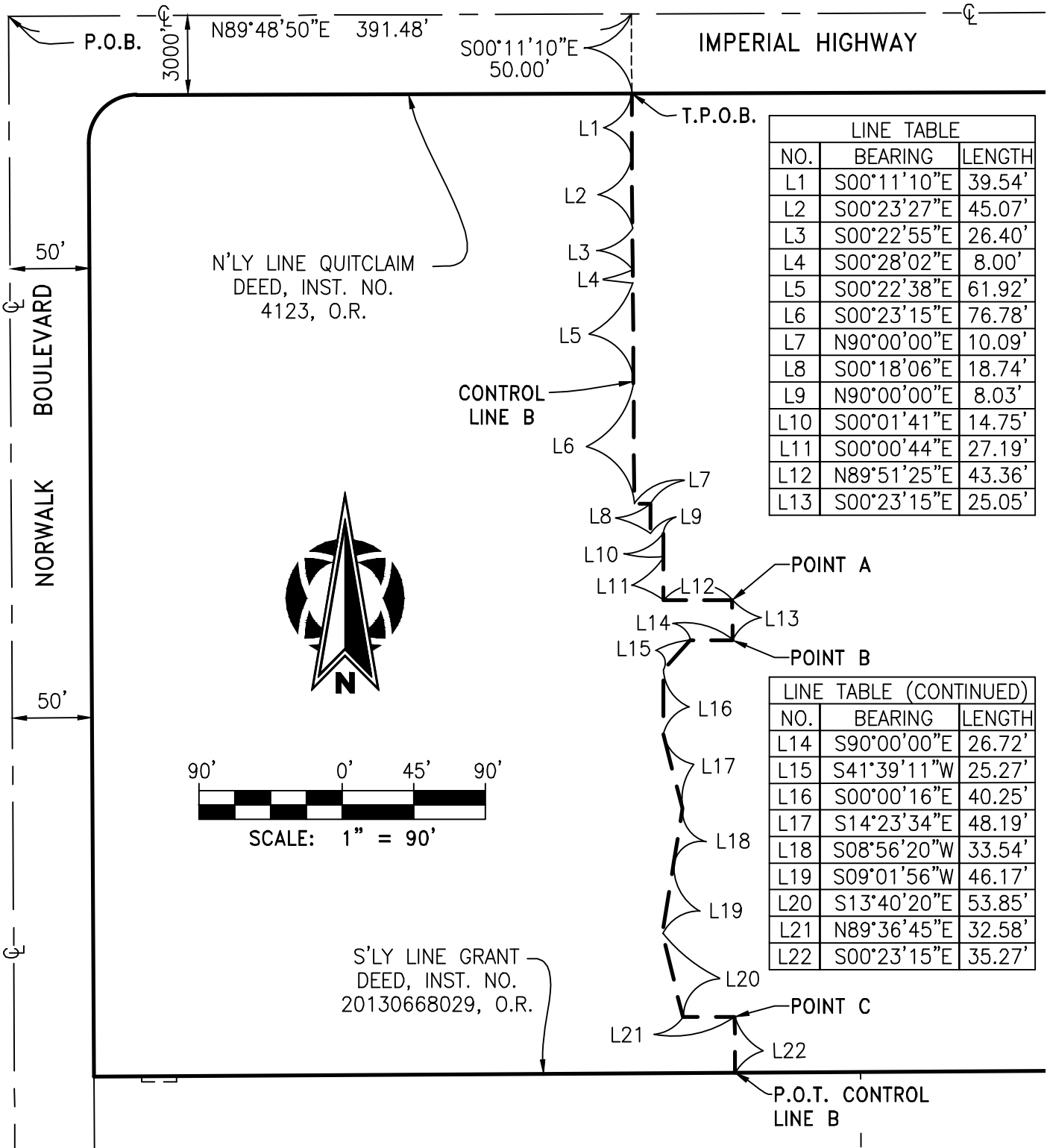
of: PARCEL 5

DATE: 12/9/2024  
FN: 1321-008PCL5\_exB 5  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 1 OF 5

# EXHIBIT B

## CONTROL LINE B



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 5

DATE: 12/9/2024

FN: 1321-008PCL5\_exB 5

DRAWN BY: DA

CHECKED BY: JMS

SHEET 2 OF 5

EXHIBIT B  
CONTROL LINE C

SEE SHEET 2



CONTROL  
LINE B

POINT A

POINT B

N00°23'15"W  
48.24'

N89°36'45"E 239.59'

CONTROL  
LINE C

CONTROL  
LINE B

P.O.T.  
CONTROL  
LINE C

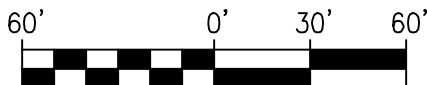
N89°36'45"E  
76.89'

N00°23'15"W  
23.85'

N00°23'15"W  
38.11'

E'LY LINE GRANT  
DEED, INST. NO.  
20130668029, O.R.

S'LY LINE GRANT  
DEED, INST. NO.  
20130668029, O.R.



SCALE: 1" = 60'



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EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 5

DATE: 12/9/2024

FN: 1321-008PCL5\_exB 5

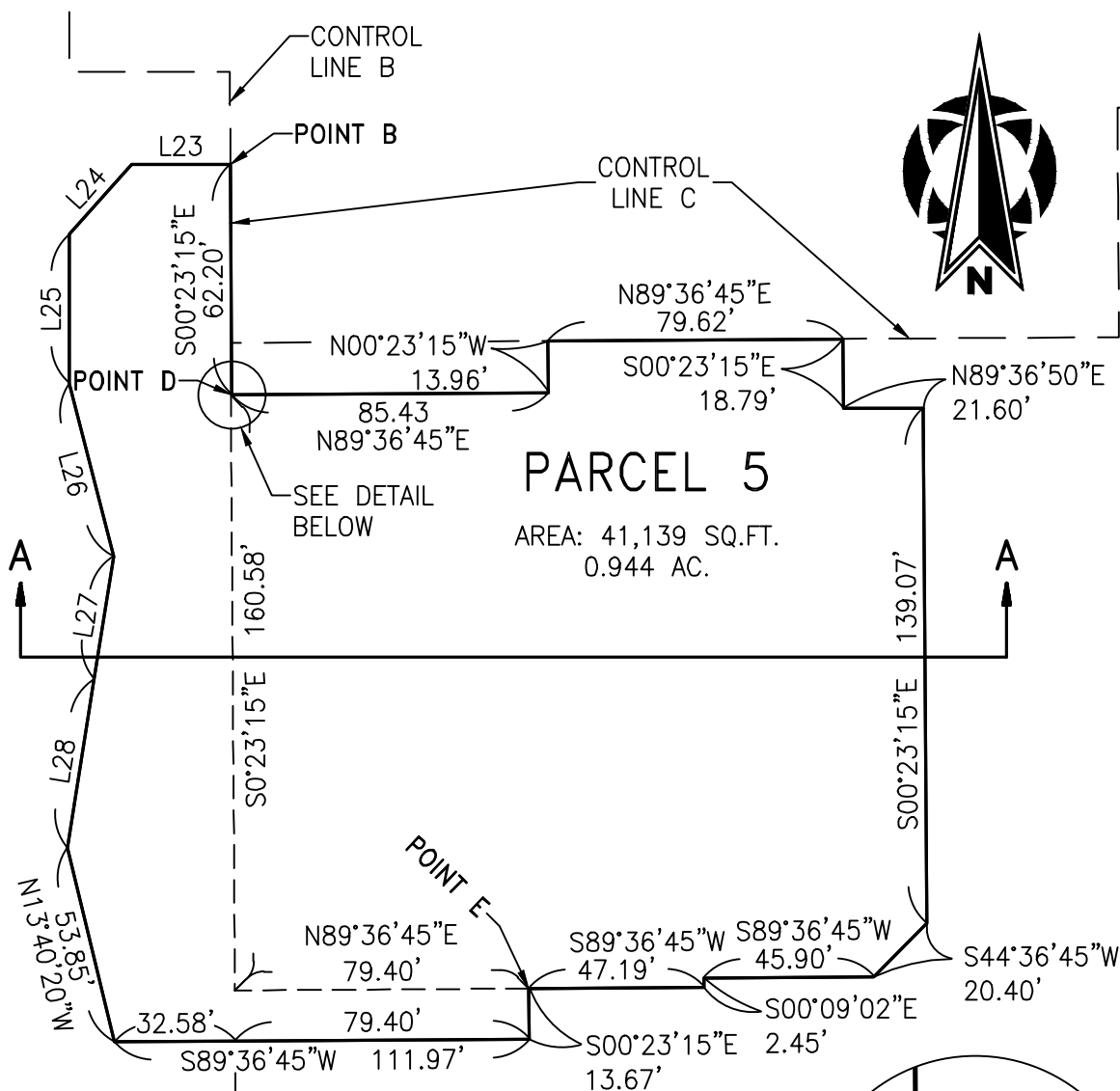
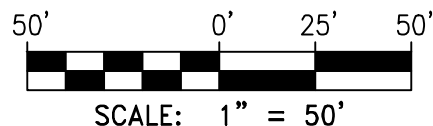
DRAWN BY: DA

CHECKED BY: JMS

SHEET 3 OF 5

# EXHIBIT B

PARCEL 5



LINE TABLE

NO.	BEARING	LENGTH
L23	N90°00'00"W	26.72'
L24	N41°39'11"E	25.27'
L25	N00°00'16"W	40.25'
L26	N14°23'34"W	48.19'
L27	N08°56'20"E	33.54'
L28	N09°01'56"E	46.17'
L29	N89°36'45"E	0.29'



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## EXHIBIT B

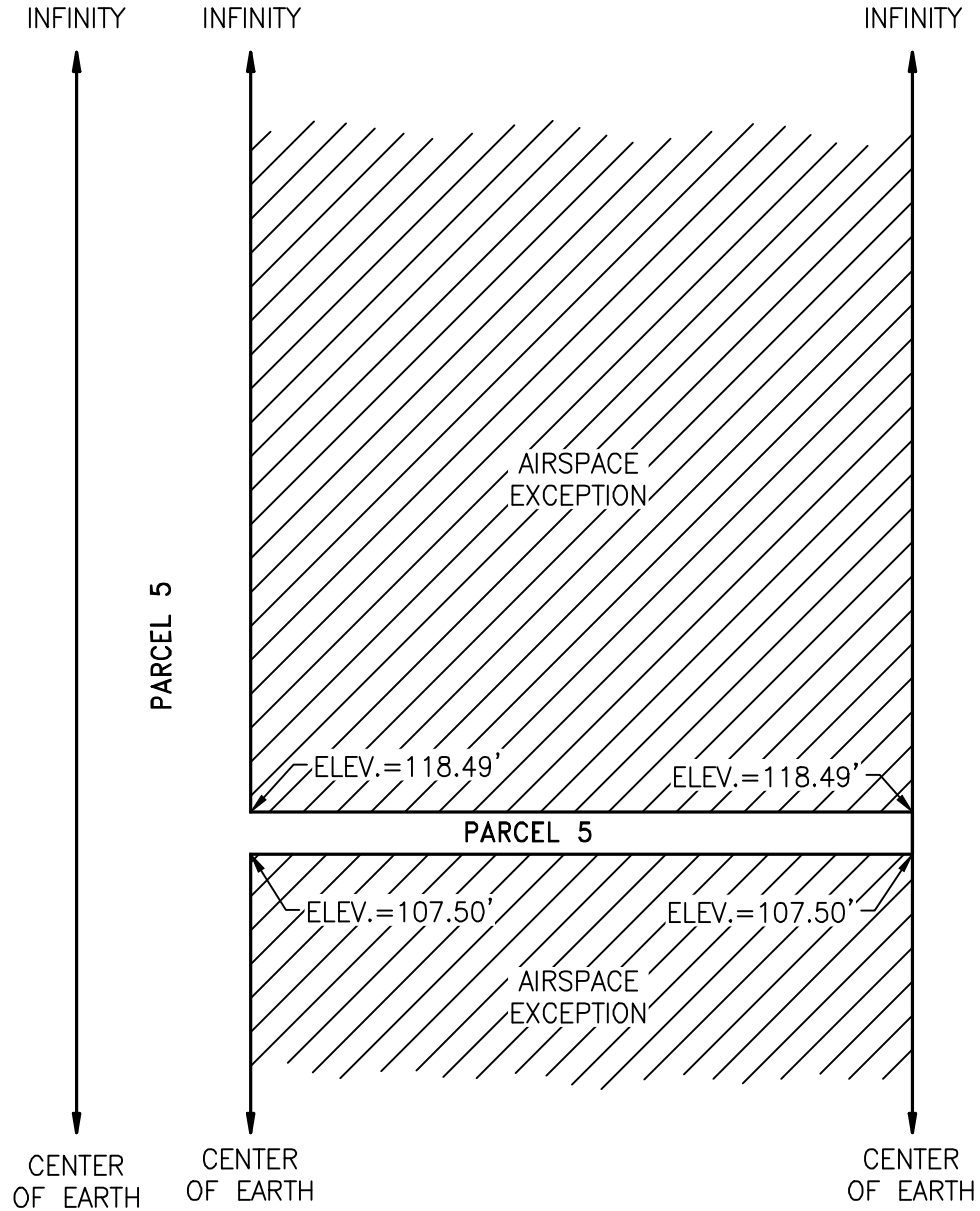
PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 5

DATE: 12/9/2024  
FN: 1321-008PCL5\_exB 5  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 4 OF 5

EXHIBIT B  
SECTION A-A



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EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 5

DATE: 12/9/2024  
FN: 1321-008PCL5\_exB 5  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 5 OF 5

**EXHIBIT A  
PARCEL 6  
LEGAL DESCRIPTION**

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**FOR THE PURPOSES OF THIS DESCRIPTION, THE FOLLOWING TWO CONTROL LINES (CONTROL LINE B & CONTROL LINE C) ARE HEREBY ESTABLISHED:**

**CONTROL LINE B**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 391.48 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°11'10" EAST, 39.54 FEET;

THENCE SOUTH 00°23'27" EAST, 45.07 FEET;

THENCE SOUTH 00°22'55" EAST, 26.40 FEET;

THENCE SOUTH 00°28'02" EAST, 8.00 FEET;

THENCE SOUTH 00°22'38" EAST, 61.92 FEET;

THENCE SOUTH 00°23'15" EAST, 76.78 FEET;

THENCE NORTH 90°00'00" EAST, 10.09 FEET;

THENCE SOUTH 00°18'06" EAST, 18.74 FEET;

THENCE NORTH 90°00'00" EAST, 8.03 FEET;

THENCE SOUTH 00°01'41" EAST, 14.75 FEET;

THENCE SOUTH 00°00'44" EAST, 27.19 FEET;

**EXHIBIT A  
PARCEL 6  
LEGAL DESCRIPTION**

THENCE NORTH 89°51'25" EAST, 43.36 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 00°23'15" EAST, 25.05 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 90°00'00" WEST, 26.72 FEET;

THENCE SOUTH 41°39'11" WEST, 25.27 FEET;

THENCE SOUTH 00°00'16" EAST, 40.25 FEET;

THENCE SOUTH 14°23'34" EAST, 48.19 FEET;

THENCE SOUTH 08°56'20" WEST, 33.54 FEET;

THENCE SOUTH 09°01'56" WEST, 46.17 FEET;

THENCE SOUTH 13°40'20" EAST, 53.85 FEET;

THENCE NORTH 89°36'45" EAST, 32.58 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT C**;

THENCE SOUTH 00°23'15" EAST, 35.27 FEET TO A POINT ON THE SOUTHERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE B**.

**CONTROL LINE C**

**BEGINNING AT SAID POINT B;**

THENCE SOUTH 00°23'15" EAST, 48.24 FEET;

THENCE NORTH 89°36'45" EAST, 239.59 FEET;

THENCE NORTH 00°23'15" WEST, 38.11 FEET;

THENCE NORTH 00°23'15" WEST, 23.85 FEET;

THENCE NORTH 89°36'45" EAST, 76.89 FEET TO A POINT ON THE EASTERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, AS INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE C**.



**EXHIBIT A  
PARCEL 6  
LEGAL DESCRIPTION**

**PARCEL 6**

**BEGINNING** AT THE ABOVE DESCRIBED **POINT B**;

THENCE ALONG SAID **CONTROL LINE B**, NORTH 00°23'15" WEST, 25.05 FEET TO THE ABOVE DESCRIBED **POINT A**;

THENCE LEAVING SAID **CONTROL LINE B**, NORTH 89°51'25" EAST, 17.73 FEET;

THENCE NORTH 00°00'00" EAST, 88.87 FEET;

THENCE NORTH 90°00'00" WEST, 4.00 FEET;

THENCE NORTH 00°00'00" EAST, 91.61 FEET;

THENCE NORTH 90°00'00" EAST, 8.17 FEET;

THENCE NORTH 00°00'00" EAST, 138.02 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF IMPERIAL HIGHWAY;

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 89°48'50" EAST, 292.44 FEET TO THE EASTERLY LINE OF SAID QUITCLAIM DEED;

THENCE ALONG THE EASTERLY LINES OF SAID QUITCLAIM AND GRANT DEEDS, SOUTH 00°23'15" EAST, 328.70 FEET TO THE **POINT OF TERMINUS** TO SAID **CONTROL LINE C**;

THENCE ALONG SAID **CONTROL LINE C**, THE FOLLOWING COURSES:

- 1) SOUTH 89°36'45" WEST, 76.89 FEET;
- 2) SOUTH 0°23'15" EAST, 23.85 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT D**;

THENCE LEAVING SAID **CONTROL LINE C**, NORTH 89°36'45" EAST, 25.81 FEET;

THENCE SOUTH 00°17'10" EAST, 38.11 FEET;

THENCE SOUTH 89°36'45" WEST, 25.75 FEET TO AN ANGLE POINT IN SAID **CONTROL LINE C**, SAID POINT HEREIN REFERRED TO AS **POINT E**;

THENCE ALONG SAID **CONTROL LINE C**, THE FOLLOWING COURSES:

- 1) SOUTH 89°36'45" WEST, 239.59 FEET;
- 2) NORTH 00°23'15" WEST, 48.24 FEET TO THE HEREIN ABOVE DESCRIBED **POINT B**.

**EXHIBIT A  
PARCEL 6  
LEGAL DESCRIPTION**

**EXCEPTING THEREFROM** THAT PORTION OF AIRSPACE DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE ABOVE DESCRIBED **POINT D**;

THENCE NORTH 89°36'45" EAST, 25.81 FEET;

THENCE SOUTH 00°17'10" EAST, 38.11 FEET;

THENCE SOUTH 89°36'45" WEST, 25.75 FEET TO THE ABOVE DESCRIBED **POINT E**;

THENCE ALONG SAID CONTROL LINE C, NORTH 00°23'15" WEST, 38.11 FEET TO SAID **POINT D**.

THE ABOVE DESCRIBED PARCEL SHALL BE VERTICALLY BOUNDED AS FOLLOWS:


- 1) THE LOWER BOUNDS OF SAID PARCEL LIES ON A HORIZONTAL PLANE HAVING AN ELEVATION OF 107.50 FEET;
- 2) THE UPPER BOUNDS OF SAID PARCEL LIES ON A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.49 FEET.

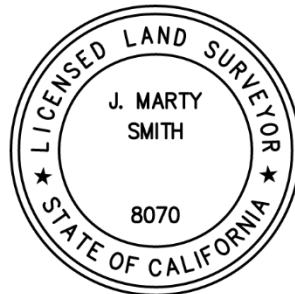
THE ABOVE ELEVATIONS ARE BASED ON THE LOS ANGELES COUNTY BENCH MARK NO. EY5873, HAVING AN ELEVATION OF 107.646 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988, AND QUAD YEAR OF 2013, DESCRIBED AS "L&BR 1FT N/O B/W BCR @ SW COR IMPERIAL HWY & NORWALK BLVD".

THE ABOVE DESCRIBED PARCEL CONTAINS 113,834 SQUARE FEET OR 2.613 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

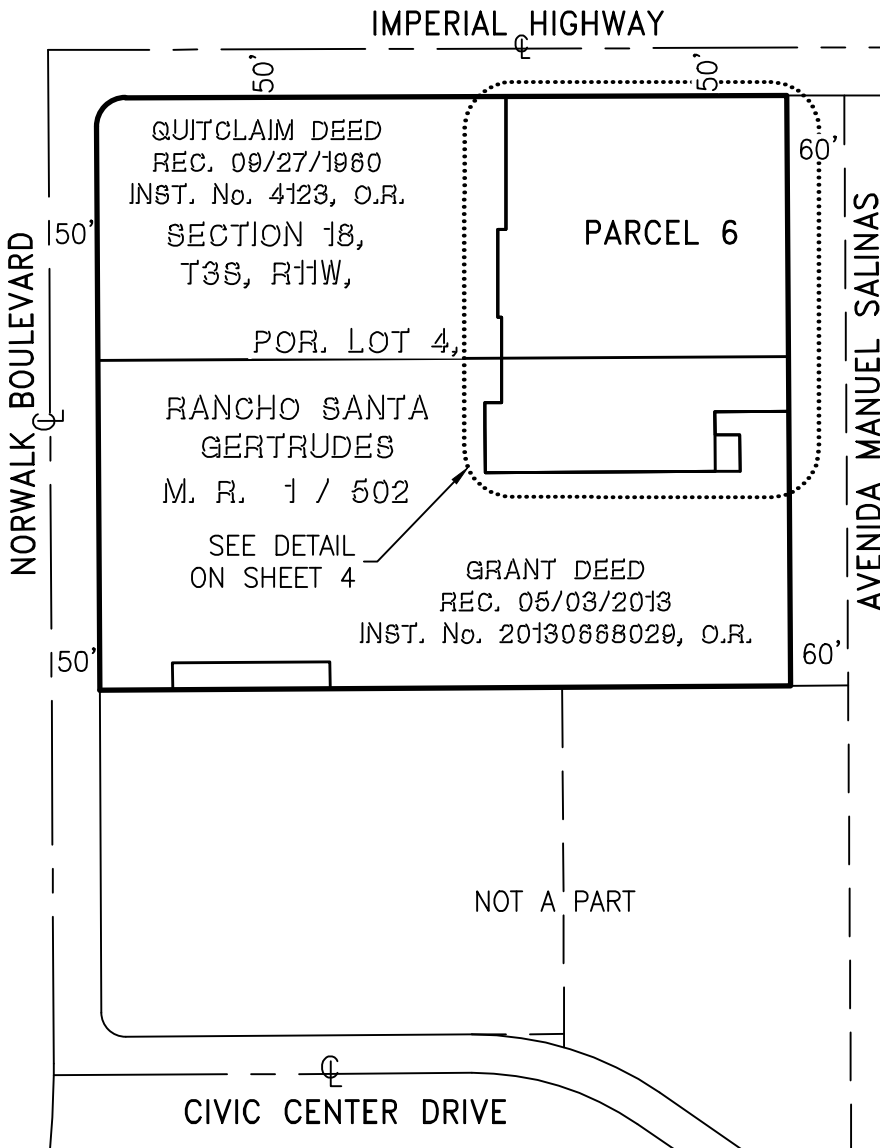
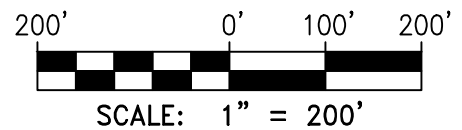
  
\_\_\_\_\_  
J. MARTY SMITH, P.L.S. 8070  
DATE PREPARED: 12/17/2024



# EXHIBIT B

## ABBREVIATIONS:

CL	CENTERLINE
AC.	ACRE(S)
INST	INSTRUMENT
No.	NUMBER
O.R.	OFFICIAL RECORDS
REC.	RECORDED
M.R.	MISCELLANEOUS
	RECORDS
E	EAST
E'LY	EASTERLY
ELEV	ELEVATION
N	NORTH
N'LY	NORTHERLY
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
R	RANGE
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING
S	SOUTH
S'LY	SOUTHERLY
SQ.FT.	SQUARE FOOT
W	WEST
W'LY	WESTERLY
LB	LOWER BOUNDS
	ELEVATION
UB	UPPER BOUNDS
	ELEVATION

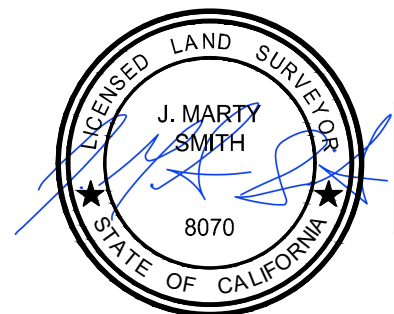


## BENCH MARK:

LA COUNTY BM NO. EY5873  
ELEV = 107.646' (NAVD88, QUAD 2013)  
DESCRIPTION: L&BR 1FT N/O B/W BCR @ SW COR  
IMPERIAL HWY & NORWALK BLVD.

## LINE LEGEND:

—————	SUBJECT PROPERTY LINES
—————	PARCEL
—————	CENTERLINES
- - - - -	ADJACENT PROPERTY LINES



12/17/2024



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 6

DATE: 12/16/2024

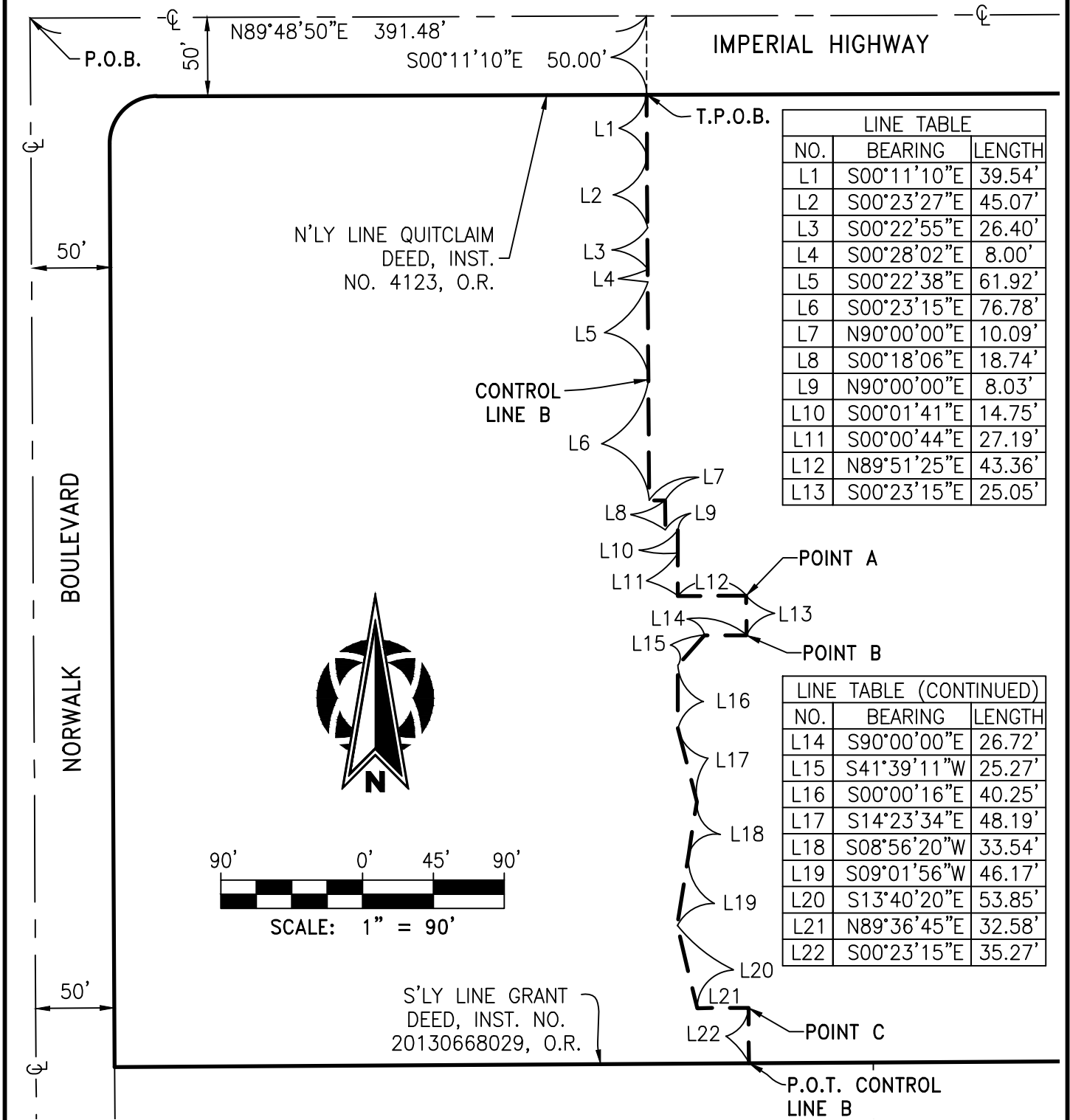
FN: 1321-008PCL6\_exB

DRAWN BY: DA

CHECKED BY: JMS

SHEET 1 OF 5

EXHIBIT B  
CONTROL LINE B



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 6

DATE: 12/16/2024

FN: 1321-008PCL6\_exB

DRAWN BY: DA

CHECKED BY: JMS

**SHEET 2 OF 5**

EXHIBIT B  
CONTROL LINE C



P.O.T.  
CONTROL  
LINE C

N89°36'45"E  
76.89'

N00°23'15"W  
23.85'

N00°23'15"W  
38.11'

N89°36'45"E 239.59'

E'LY LINE GRANT  
DEED, INST. NO.  
20130668029, O.R.

S'LY LINE GRANT  
DEED, INST. NO.  
20130668029, O.R.

CONTROL  
LINE B

POINT A

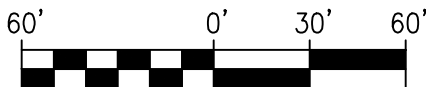
POINT B

S00°23'15"E  
48.24'

CONTROL  
LINE C

CONTROL  
LINE B

POINT C



SCALE: 1" = 60'



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EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 6

DATE: 12/16/2024  
FN: 1321-008PCL6\_exB  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 3 OF 5

# EXHIBIT B

## PARCEL 6

IMPERIAL HIGHWAY

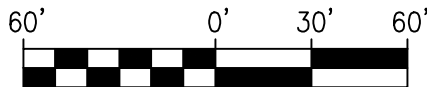
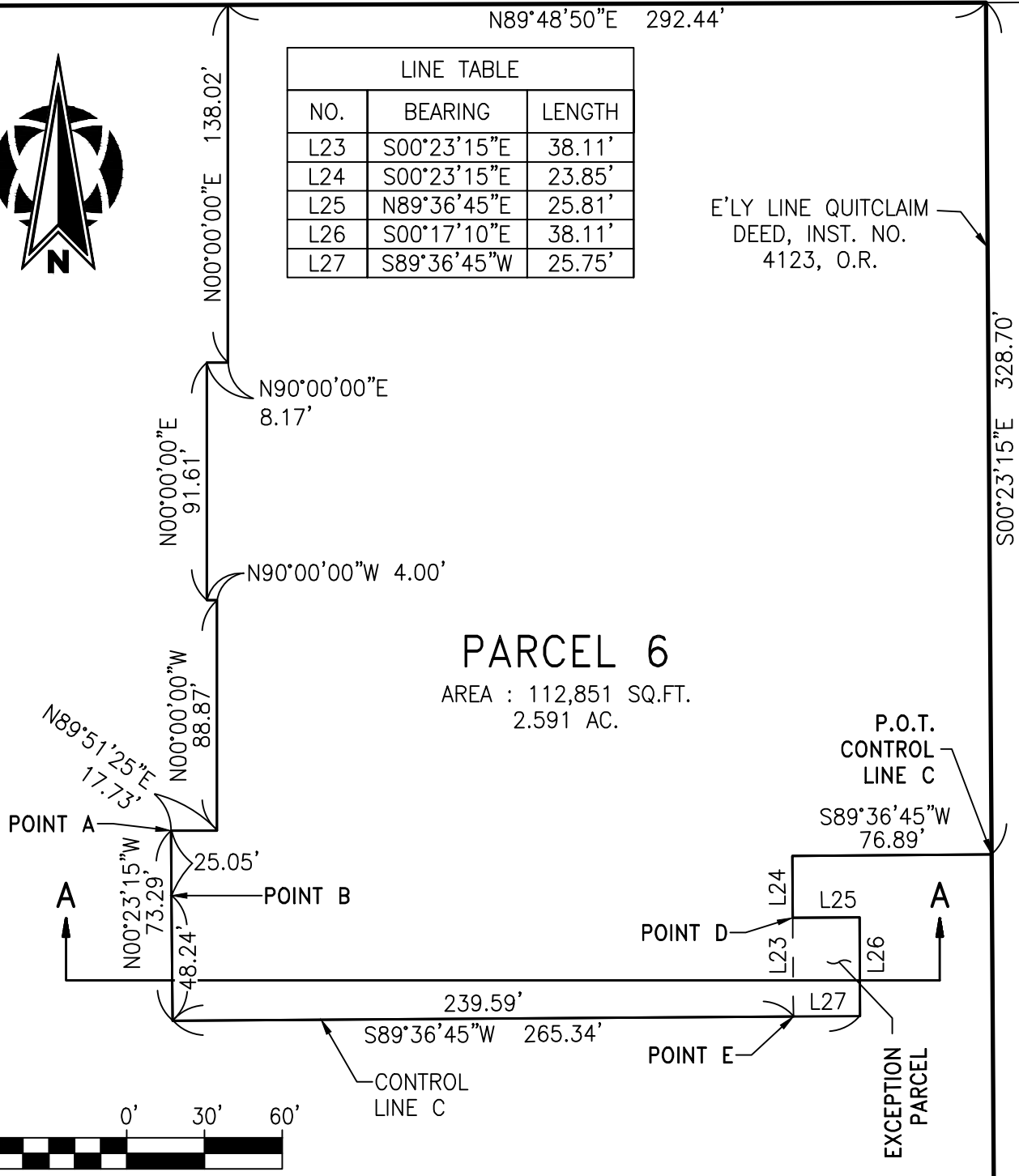


LINE TABLE		
NO.	BEARING	LENGTH
L23	S00°23'15"E	38.11'
L24	S00°23'15"E	23.85'
L25	N89°36'45"E	25.81'
L26	S00°17'10"E	38.11'
L27	S89°36'45"W	25.75'

E'LY LINE QUITCLAIM  
DEED, INST. NO.  
4123, O.R.

## PARCEL 6

AREA : 112,851 SQ.FT.  
2.591 AC.



SCALE: 1" = 60'



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## EXHIBIT B

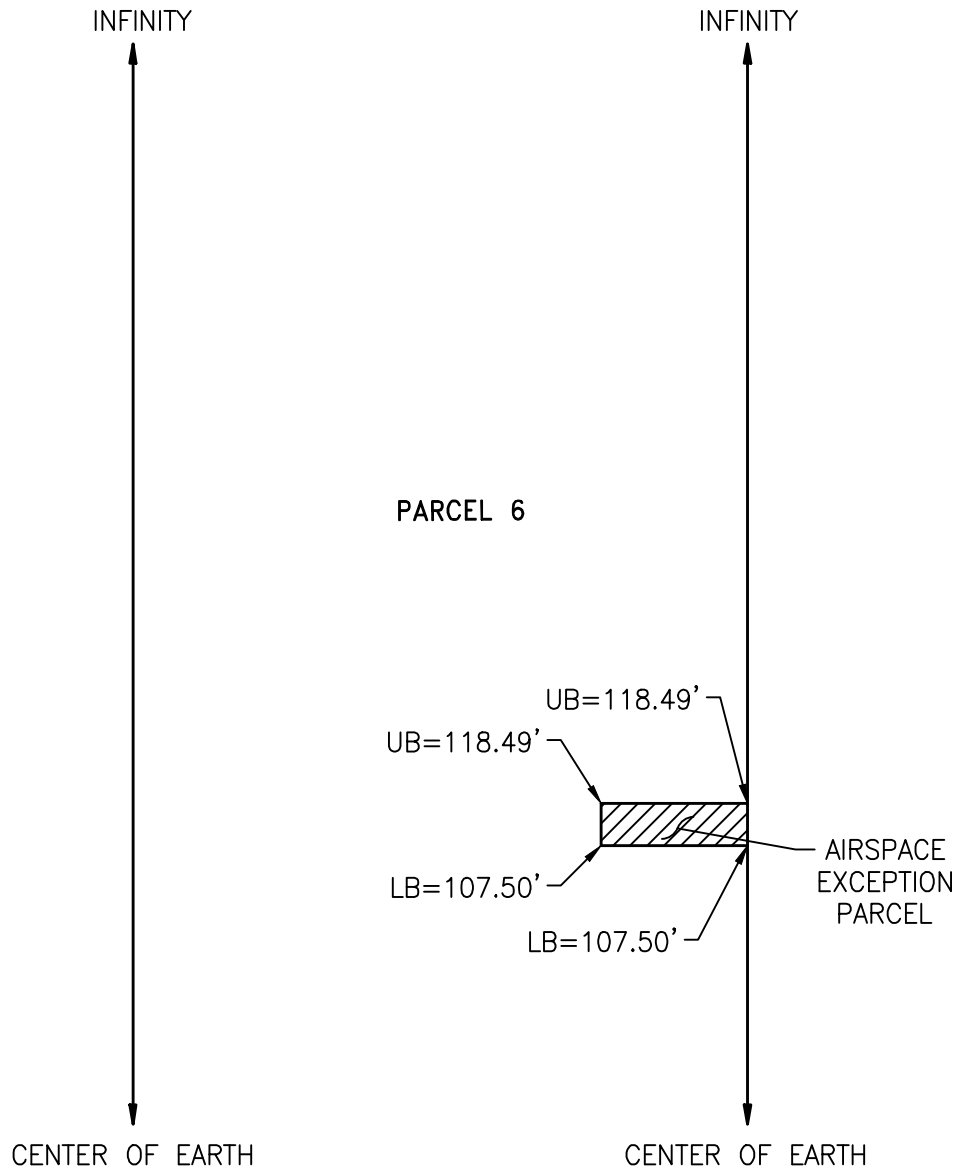
PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 6

DATE: 12/16/2024  
FN: 1321-008PCL6\_exB  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 4 OF 5

EXHIBIT B  
SECTION A-A



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EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 6

DATE: 12/16/2024  
FN: 1321-008PCL6\_exB  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 5 OF 5

**EXHIBIT A  
PARCEL 7  
LEGAL DESCRIPTION**

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**FOR THE PURPOSES OF THIS DESCRIPTION, THE FOLLOWING TWO CONTROL LINES (CONTROL LINE B & CONTROL LINE C) ARE HEREBY ESTABLISHED:**

**CONTROL LINE B**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 391.48 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°11'10" EAST, 39.54 FEET;

THENCE SOUTH 00°23'27" EAST, 45.07 FEET;

THENCE SOUTH 00°22'55" EAST, 26.40 FEET;

THENCE SOUTH 00°28'02" EAST, 8.00 FEET;

THENCE SOUTH 00°22'38" EAST, 61.92 FEET;

THENCE SOUTH 00°23'15" EAST, 76.78 FEET;

THENCE NORTH 90°00'00" EAST, 10.09 FEET;

THENCE SOUTH 00°18'06" EAST, 18.74 FEET;

THENCE NORTH 90°00'00" EAST, 8.03 FEET;

THENCE SOUTH 00°01'41" EAST, 14.75 FEET;

THENCE SOUTH 00°00'44" EAST, 27.19 FEET;



**EXHIBIT A  
PARCEL 7  
LEGAL DESCRIPTION**

THENCE NORTH 89°51'25" EAST, 43.36 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 00°23'15" EAST, 25.05 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 90°00'00" WEST, 26.72 FEET;

THENCE SOUTH 41°39'11" WEST, 25.27 FEET;

THENCE SOUTH 00°00'16" EAST, 40.25 FEET;

THENCE SOUTH 14°23'34" EAST, 48.19 FEET;

THENCE SOUTH 08°56'20" WEST, 33.54 FEET;

THENCE SOUTH 09°01'56" WEST, 46.17 FEET;

THENCE SOUTH 13°40'20" EAST, 53.85 FEET;

THENCE NORTH 89°36'45" EAST, 32.58 FEET;

THENCE SOUTH 00°23'15" EAST, 35.27 FEET TO A POINT ON THE SOUTHERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE B**.

**CONTROL LINE C**

**BEGINNING AT SAID POINT B;**

THENCE SOUTH 00°23'15" EAST, 48.24 FEET;

THENCE NORTH 89°36'45" EAST, 239.59 FEET;

THENCE NORTH 00°23'15" WEST, 38.11 FEET;

THENCE NORTH 00°23'15" WEST, 23.85 FEET;

THENCE NORTH 89°36'45" EAST, 76.89 FEET TO A POINT ON THE EASTERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, AS INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE C**.

**EXHIBIT A  
PARCEL 7  
LEGAL DESCRIPTION**

**PARCEL 7**

**BEGINNING** AT THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE GRANT DEED RECORDED MAY 3, 2013, AS INSTRUMENT NUMBER 20130668029 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG THE EASTERLY LINE OF SAID LAND, NORTH 0°23'15" WEST, 44.03 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 0°23'15" WEST, 241.91 FEET TO SAID **POINT OF TERMINUS OF CONTROL LINE C**;

THENCE ALONG SAID **CONTROL LINE C**, THE FOLLOWING COURSES:

- 1) SOUTH 89°36'45" WEST, 76.89 FEET;
- 2) SOUTH 0°23'15" EAST, 23.85 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT C**;
- 3) CONTINUING SOUTH 0°23'15" EAST, 38.11 FEET TO AN ANGLE POINT ON SAID **CONTROL LINE C**;

THENCE LEAVING SAID **CONTROL LINE C**, NORTH 89°36'45" EAST, 25.75 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT D**;

THENCE SOUTH 0°23'15" EAST, 179.96 FEET;

THENCE NORTH 89°36'45" EAST, 51.15 FEET TO THE **TRUE POINT OF BEGINNING**.

**EXCEPTING THERE FROM** THAT PORTION OF AIRSPACE LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE; VERTICALLY ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.49 FEET; AND VERTICALLY BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 107.50 FEET:

**BEGINNING** AT THE ABOVE DESCRIBED **POINT C**;

THENCE NORTH 89°36'45" EAST, 25.81 FEET;

THENCE SOUTH 0°17'10" EAST, 38.11 FEET TO THE ABOVE DESCRIBED **POINT D**;


THE ABOVE ELEVATIONS ARE BASED ON THE LOS ANGELES COUNTY BENCH MARK NO. EY5873, HAVING AN ELEVATION OF 107.646 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988, AND QUAD YEAR OF 2013, DESCRIBED AS "L&BR 1FT N/O B/W BCR @ SW COR IMPERIAL HWY & NORWALK BLVD".

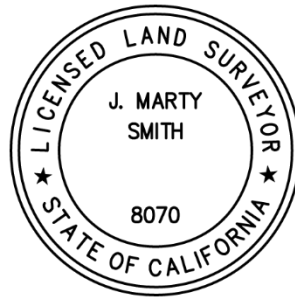
**EXHIBIT A  
PARCEL 7  
LEGAL DESCRIPTION**

THE ABOVE DESCRIBED PARCEL CONTAINS 13,969 SQUARE FEET OR 0.321 ACRES,  
MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN  
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

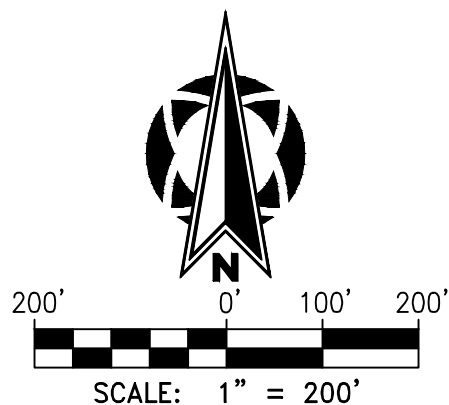
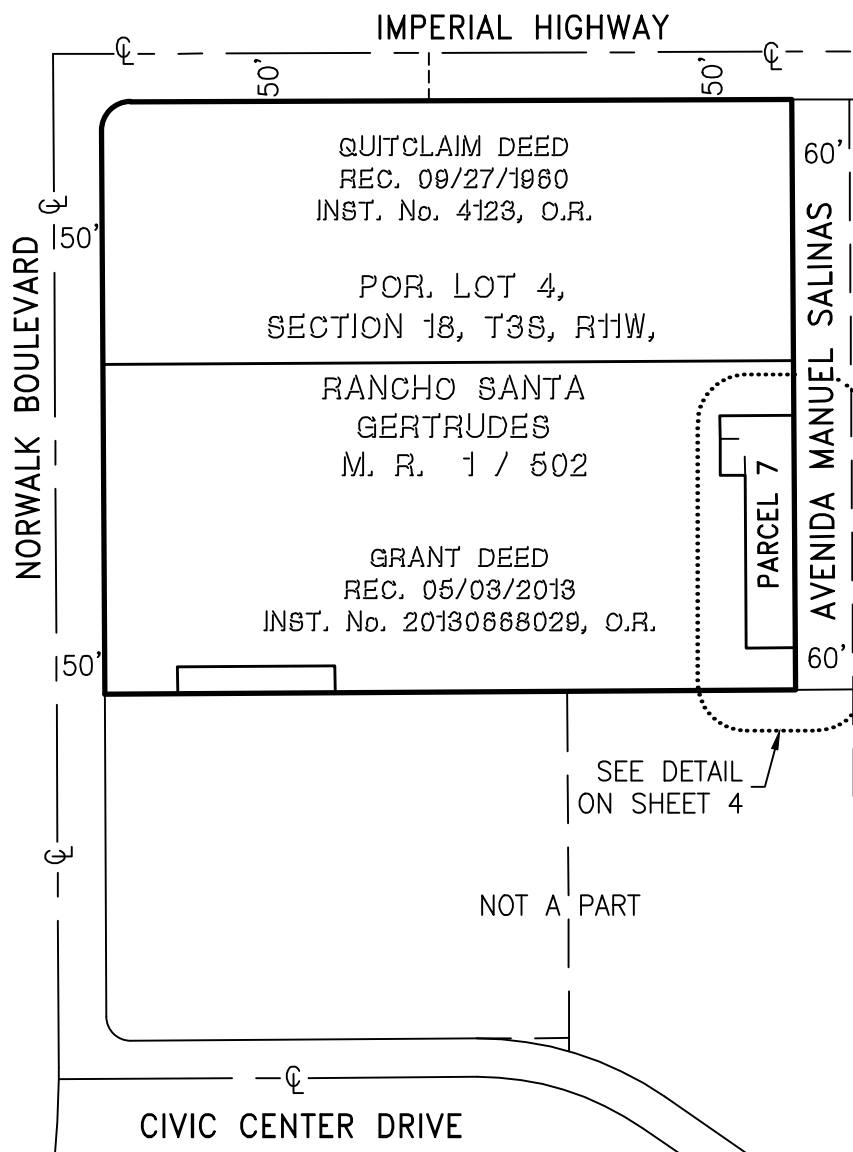
  
\_\_\_\_\_  
J. MARTY SMITH, P.L.S. 8070  
DATE PREPARED: 12/17/2024



# EXHIBIT B

## ABBREVIATIONS:

CL	CENTERLINE
AC.	ACRE(S)
INST	INSTRUMENT
No.	NUMBER
O.R.	OFFICIAL RECORDS
REC.	RECORDED
M.R.	MISCELLANEOUS RECORDS
E	EAST
E'LY	EASTERLY
ELEV	ELEVATION
N	NORTH
N'LY	NORTHERLY
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
R	RANGE
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING
S	SOUTH
S'LY	SOUTHERLY
SQ.FT.	SQUARE FOOT
W	WEST
W'LY	WESTERLY
LB	LOWER BOUNDS ELEVATION
UB	UPPER BOUNDS ELEVATION

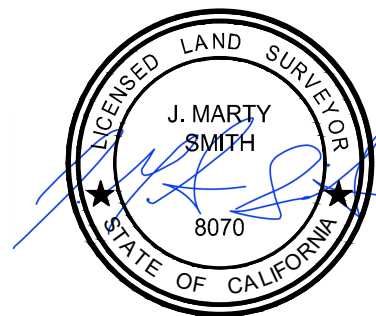


## BENCH MARK:

LA COUNTY BM NO. EY5873  
 ELEV = 107.646' (NAVD88, QUAD 2013)  
 DESCRIPTION: L&BR 1FT N/O B/W BCR @ SW COR  
 IMPERIAL HWY & NORWALK BLVD.

## LINE LEGEND:

—————	SUBJECT PROPERTY LINES
—————	PARCEL
—————	CENTERLINES
- - - - -	ADJACENT PROPERTY LINES



12/17/2024



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

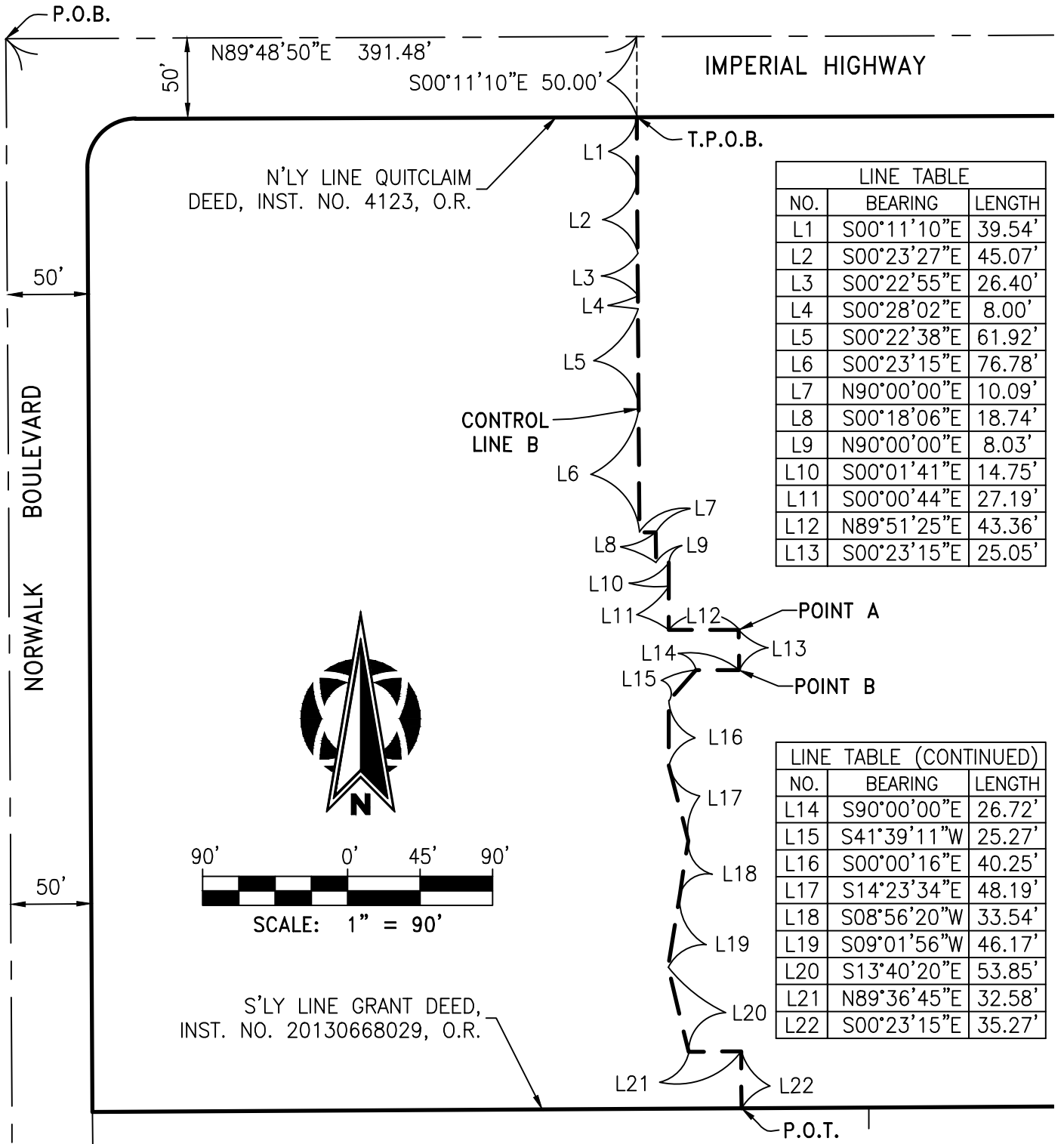
of: PARCEL 7

DATE: 12/16/2024  
 FN: 1321-008PCL7\_exB  
 DRAWN BY: DA  
 CHECKED BY: JMS

SHEET 1 OF 5

# EXHIBIT B

## CONTROL LINE B



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 7

DATE: 12/16/2024

FN: 1321-008PCL7\_exB

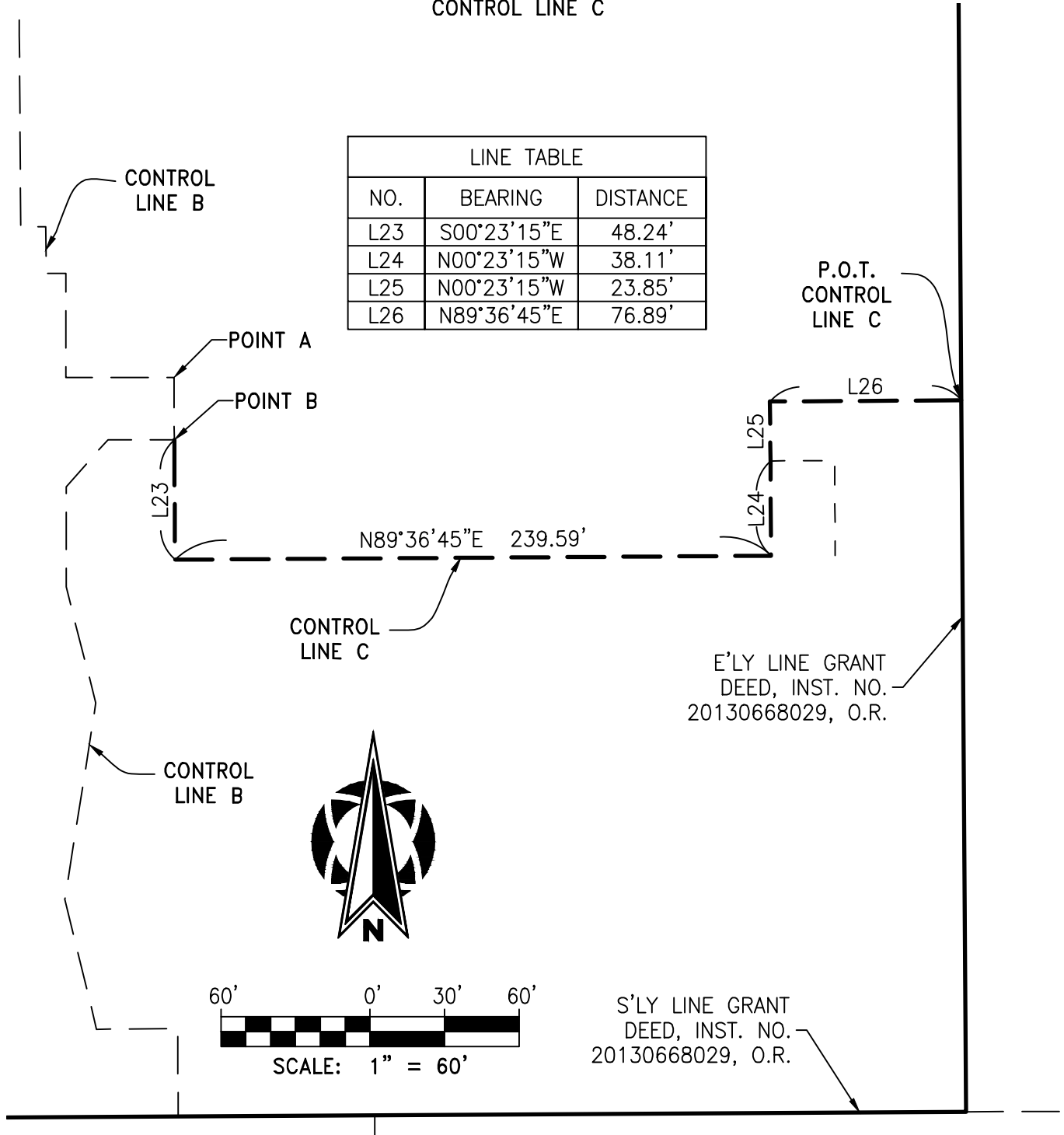
DRAWN BY: DA

CHECKED BY: JMS

SHEET 2 OF 5

# EXHIBIT B

## CONTROL LINE C



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 7

DATE: 12/16/2024

FN: 1321-008PCL7\_exB

DRAWN BY: DA

CHECKED BY: JMS

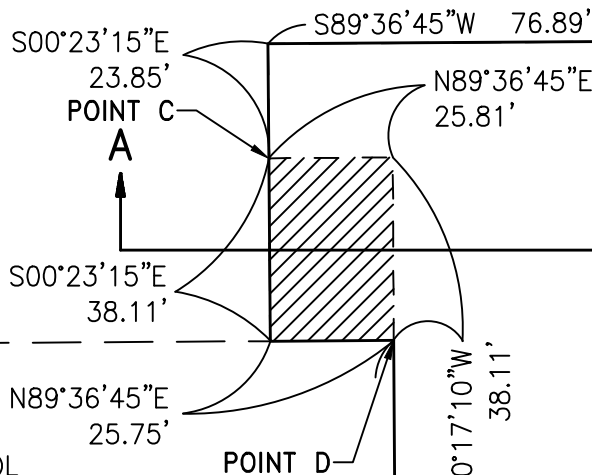
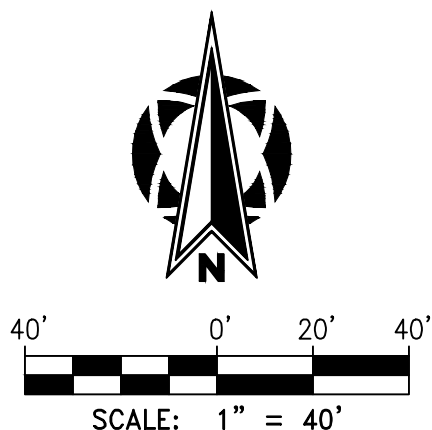
SHEET 3 OF 5

# EXHIBIT B

PARCEL 7

E'LY LINE GRANT  
DEED, INST. NO.  
20130668029, O.R.

P.O.T.  
CONTROL  
LINE C



S'LY LINE GRANT  
DEED, INST. NO.  
20130668029, O.R.

241.91'

N00°23'15"W 285.94'

60'

T.P.O.B.

P.O.B.



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 7

DATE: 12/16/2024

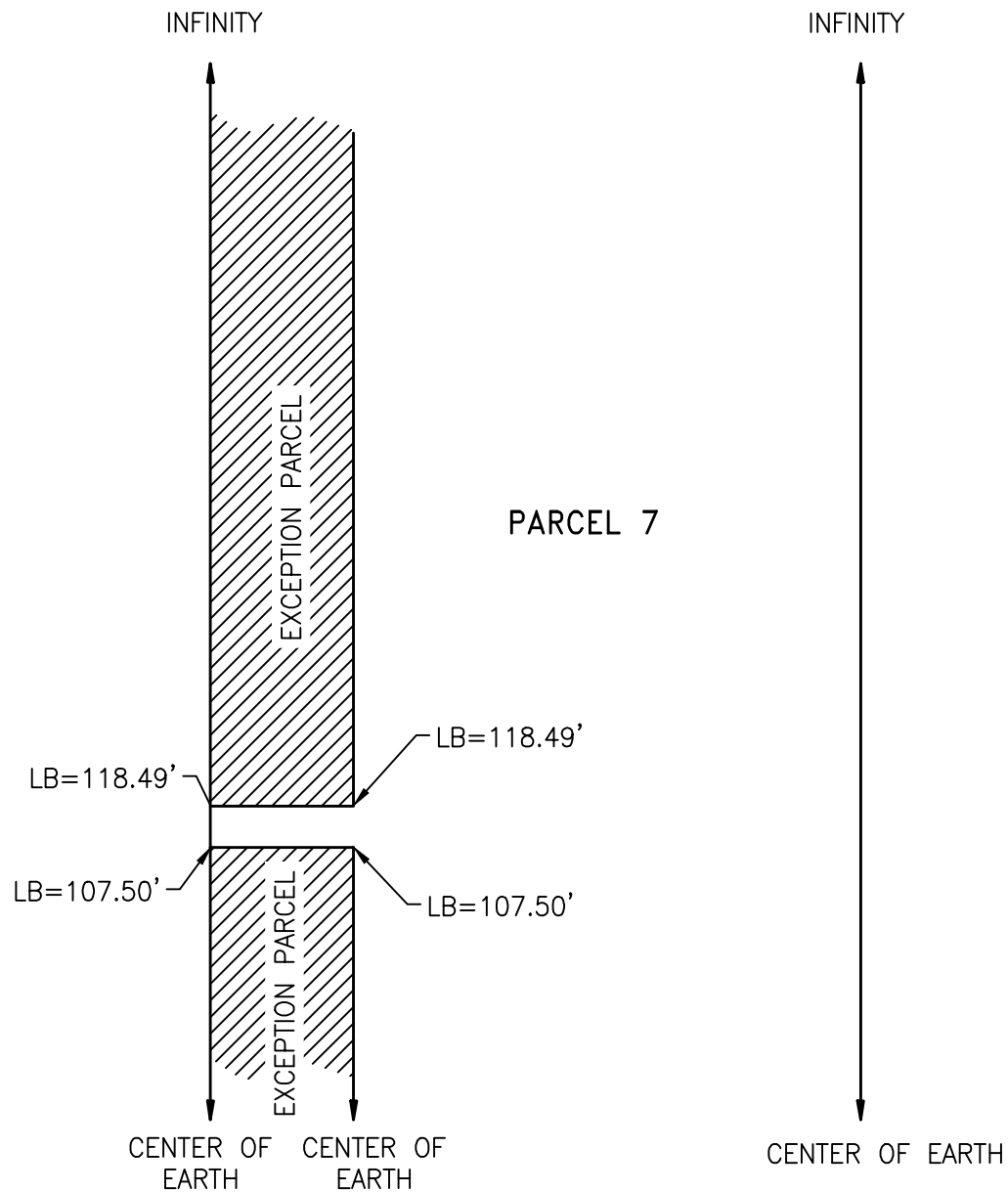
FN: 1321-008PCL7\_exB

DRAWN BY: DA

CHECKED BY: JMS

SHEET 4 OF 5

EXHIBIT B  
SECTION A-A



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EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: AIRSPACE PARCEL 7

DATE: 12/16/2024  
FN: 1321-008PCL7\_exB  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 5 OF 5



**EXHIBIT A  
PARCEL 8  
LEGAL DESCRIPTION**

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**FOR THE PURPOSES OF THIS DESCRIPTION, THE FOLLOWING TWO CONTROL LINES (CONTROL LINE B & CONTROL LINE C) ARE HEREBY ESTABLISHED:**

**CONTROL LINE B**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 391.48 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°11'10" EAST, 39.54 FEET;

THENCE SOUTH 00°23'27" EAST, 45.07 FEET;

THENCE SOUTH 00°22'55" EAST, 26.40 FEET;

THENCE SOUTH 00°28'02" EAST, 8.00 FEET;

THENCE SOUTH 00°22'38" EAST, 61.92 FEET;

THENCE SOUTH 00°23'15" EAST, 76.78 FEET;

THENCE NORTH 90°00'00" EAST, 10.09 FEET;

THENCE SOUTH 00°18'06" EAST, 18.74 FEET;

THENCE NORTH 90°00'00" EAST, 8.03 FEET;

THENCE SOUTH 00°01'41" EAST, 14.75 FEET;

THENCE SOUTH 00°00'44" EAST, 27.19 FEET;

**EXHIBIT A  
PARCEL 8  
LEGAL DESCRIPTION**

THENCE NORTH 89°51'25" EAST, 43.36 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 00°23'15" EAST, 25.05 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 90°00'00" WEST, 26.72 FEET;

THENCE SOUTH 41°39'11" WEST, 25.27 FEET;

THENCE SOUTH 00°00'16" EAST, 40.25 FEET;

THENCE SOUTH 14°23'34" EAST, 48.19 FEET;

THENCE SOUTH 08°56'20" WEST, 33.54 FEET;

THENCE SOUTH 09°01'56" WEST, 46.17 FEET;

THENCE SOUTH 13°40'20" EAST, 53.85 FEET;

THENCE NORTH 89°36'45" EAST, 32.58 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT C**;

THENCE SOUTH 00°23'15" EAST, 35.27 FEET TO A POINT ON THE SOUTHERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE B**.

**CONTROL LINE C**

**BEGINNING AT SAID POINT B;**

THENCE SOUTH 00°23'15" EAST, 48.24 FEET;

THENCE NORTH 89°36'45" EAST, 239.59 FEET;

THENCE NORTH 00°23'15" WEST, 38.11 FEET;

THENCE NORTH 00°23'15" WEST, 23.85 FEET;

THENCE NORTH 89°36'45" EAST, 76.89 FEET TO A POINT ON THE EASTERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, AS INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE C**.

**EXHIBIT A  
PARCEL 8  
LEGAL DESCRIPTION**

**PARCEL 8**

**BEGINNING** AT THE ABOVE DESCRIBED **POINT B**;

THENCE ALONG SAID **CONTROL LINE C**, SOUTH 00°23'15" EAST, 48.24 FEET TO AN ANGLE POINT THEREON AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID **CONTROL LINE C** AND ITS EASTERLY PROLONGATION, NORTH 89°36'45" EAST, 265.34 FEET;

THENCE LEAVING SAID PROLONGATION, SOUTH 00°23'15" EAST, 179.96 FEET;

THENCE NORTH 89°36'45" EAST, 51.15 FEET TO THE EASTERLY LINE OF SAID GRANT DEED;

THENCE ALONG EASTERLY AND SOUTHERLY LINES OF SAID GRANT DEED, THE FOLLOWING COURSES:

- 1) SOUTH 00°23'15" EAST, 44.03 FEET;
- 2) SOUTH 89°39'59" WEST, 316.77 FEET TO THE **POINT OF TERMINUS** OF SAID **CONTROL LINE B**;

THENCE ALONG SAID **CONTROL LINE B**, NORTH 00°23'15" WEST, 35.27 FEET TO THE ABOVE DESCRIBED **POINT C**;

THENCE LEAVING SAID **CONTROL LINE B**, NORTH 89°36'45" EAST, 79.40 FEET;

THENCE NORTH 00°23'15" WEST, 13.67 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT D**;

THENCE SOUTH 89°36'45" WEST, 79.40 FEET;

THENCE NORTH 00°23'15" WEST, 160.58 FEET;

THENCE NORTH 89°36'45" EAST, 0.29 FEET;

THENCE NORTH 00°23'15" WEST, 14.17 FEET TO THE **TRUE POINT OF BEGINNING**.

**EXCEPTING THEREFROM** THAT PORTION OF AIRSPACE DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE ABOVE DESCRIBED **POINT D**;

**EXHIBIT A  
PARCEL 8  
LEGAL DESCRIPTION**

THENCE ALONG THE BOUNDARY OF THE ABOVE DESCRIBED PARCEL, THE FOLLOWING COURSES:

- 1) SOUTH 89°36'45" WEST, 79.40 FEET;
- 2) NORTH 00°23'15" WEST 160.58 FEET;
- 3) NORTH 89°36'45" EAST, 0.29 FEET;
- 4) NORTH 00°23'15" WEST, 0.21 FEET;

THENCE LEAVING SAID BOUNDARY NORTH 89°36'45" EAST, 85.43 FEET;

THENCE NORTH 00°23'15" WEST, 13.96 FEET TO SAID **CONTROL LINE C**;

THENCE ALONG SAID **CONTROL LINE C**, NORTH 89°36'45" EAST, 79.62 FEET;

THENCE LEAVING SAID **CONTROL LINE C**, SOUTH 00°23'15" EAST, 18.79 FEET;

THENCE NORTH 89°36'50" EAST, 21.60 FEET;

THENCE SOUTH 00°23'15" EAST, 139.07 FEET;

THENCE SOUTH 44°36'45" WEST, 20.40 FEET;

THENCE SOUTH 89°36'45" WEST, 45.90 FEET;

THENCE SOUTH 00°09'02" EAST, 2.45 FEET;

THENCE SOUTH 89°36'45" WEST, 47.19 FEET TO SAID **POINT D**;

THE ABOVE DESCRIBED EXCEPTION PARCEL SHALL BE VERTICALLY BOUNDED AS FOLLOWS:

- 1) THE LOWER BOUNDS OF SAID PARCEL LIES ON A HORIZONTAL PLANE HAVING AN ELEVATION OF 107.50 FEET;
- 2) THE UPPER BOUNDS OF SAID PARCEL LIES ON A HORIZONTAL PLANE HAVING AN ELEVATION OF 118.49 FEET.


THE ABOVE ELEVATIONS ARE BASED ON THE LOS ANGELES COUNTY BENCH MARK NO. EY5873, HAVING AN ELEVATION OF 107.646 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988, AND QUAD YEAR OF 2013, DESCRIBED AS "L&BR 1FT N/O B/W BCR @ SW COR IMPERIAL HWY & NORWALK BLVD".

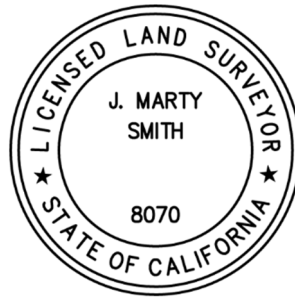
**EXHIBIT A  
PARCEL 8  
LEGAL DESCRIPTION**

THE ABOVE DESCRIBED PARCEL CONTAINS 29,801 SQUARE FEET OR 0.684 ACRES,  
MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN  
CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

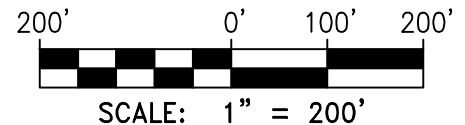
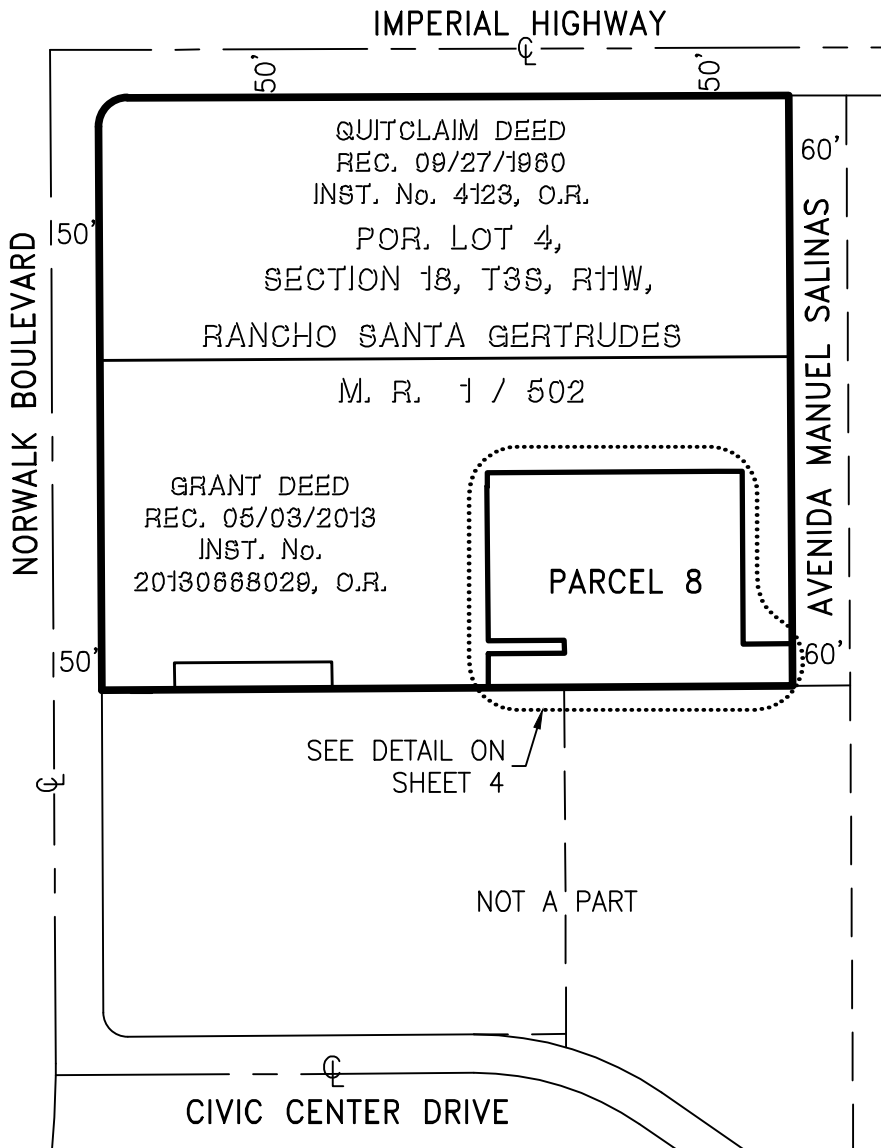
  
J. MARTY SMITH, P.L.S. 8070  
DATE PREPARED: 12/09/2024



# EXHIBIT B

## ABBREVIATIONS:

CL	CENTERLINE
AC.	ACRE(S)
INST	INSTRUMENT
No.	NUMBER
O.R.	OFFICIAL RECORDS
REC.	RECORDED
M.R.	MISCELLANEOUS RECORDS
E	EAST
E'LY	EASTERLY
ELEV	ELEVATION
N	NORTH
N'LY	NORTHERLY
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
R	RANGE
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING
S	SOUTH
S'LY	SOUTHERLY
SQ.FT.	SQUARE FOOT
W	WEST
W'LY	WESTERLY
LB	LOWER BOUNDS ELEVATION
UB	UPPER BOUNDS ELEVATION

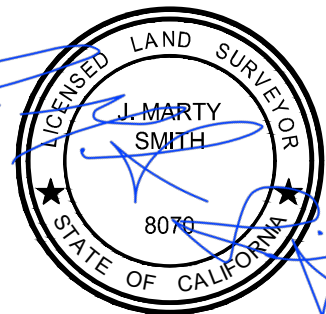
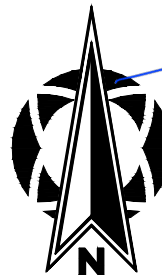


## BENCH MARK:

LA COUNTY BM NO. EY5873  
ELEV = 107.646' (NAVD88, QUAD 2013)  
DESCRIPTION: L&BR 1FT N/O B/W BCR @ SW COR  
IMPERIAL HWY & NORWALK BLVD.

## LINE LEGEND:

—————	SUBJECT PROPERTY LINES
—————	PARCEL
—————	CENTERLINES
—————	ADJACENT PROPERTY LINES



12/09/2024



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

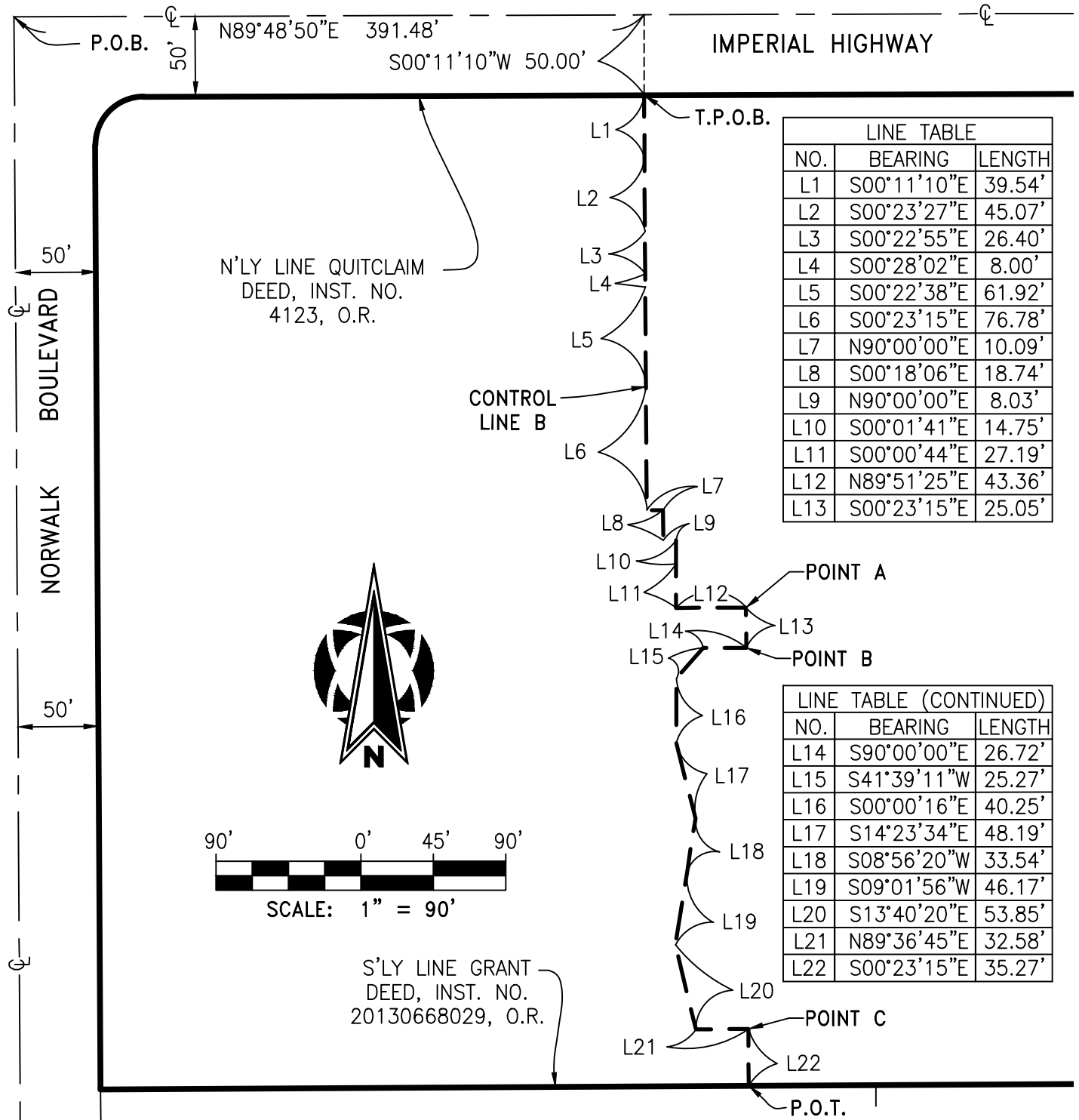
of: PARCEL 8

DATE: 12/9/2024  
FN: 1321-008PCL8\_exB  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 1 OF 5

# EXHIBIT B

## CONTROL LINE B



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 8

DATE: 12/9/2024

FN: 1321-008PCL8\_exB

DRAWN BY: DA

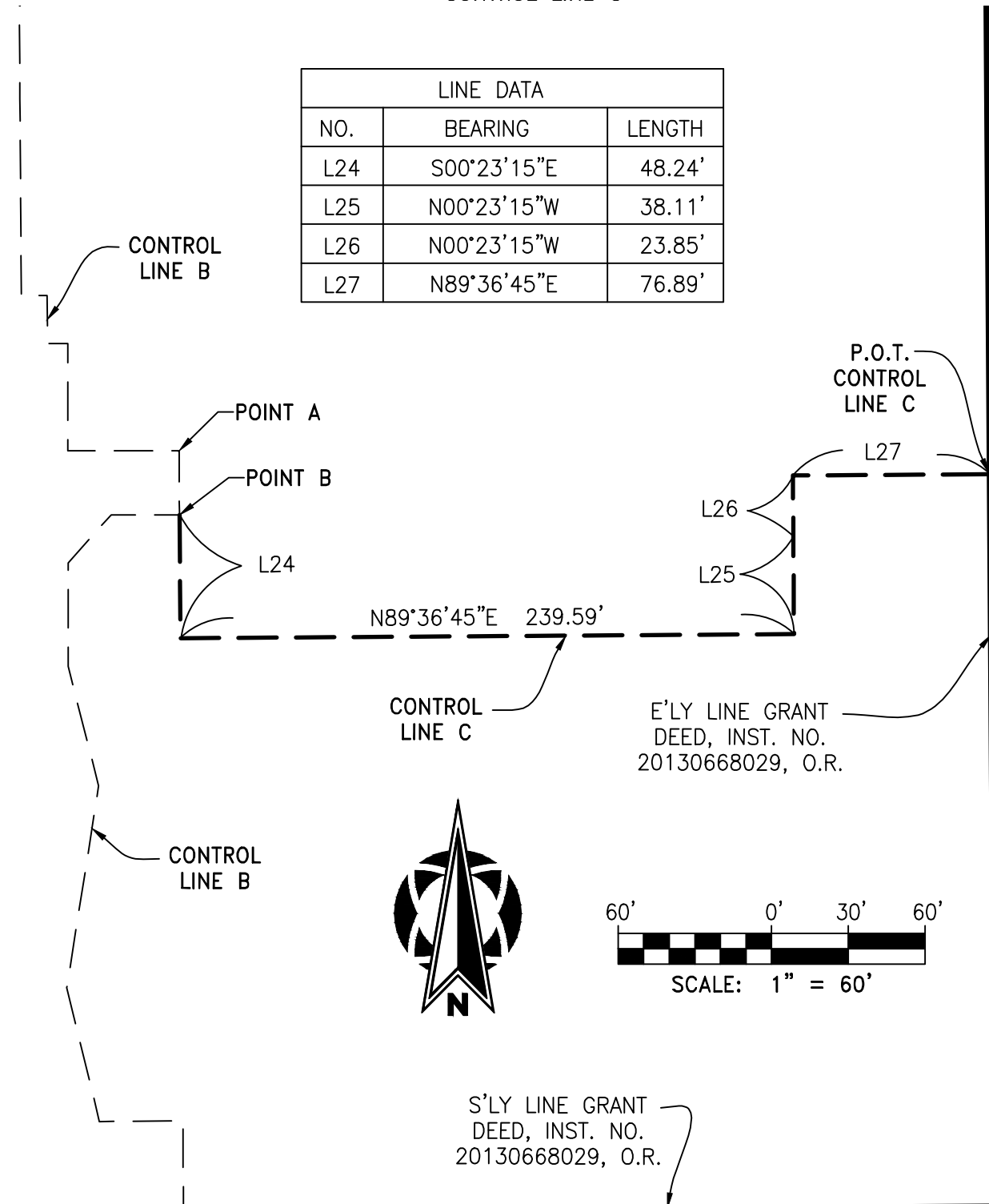
CHECKED BY: JMS

SHEET 2 OF 5

# EXHIBIT B

## CONTROL LINE C

LINE DATA		
NO.	BEARING	LENGTH
L24	S00°23'15"E	48.24'
L25	N00°23'15"W	38.11'
L26	N00°23'15"W	23.85'
L27	N89°36'45"E	76.89'



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of: PARCEL 8

DATE: 12/9/2024

FN: 1321-008PCL8\_exB

DRAWN BY: DA

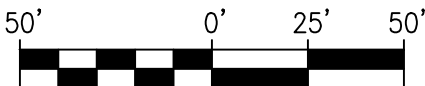
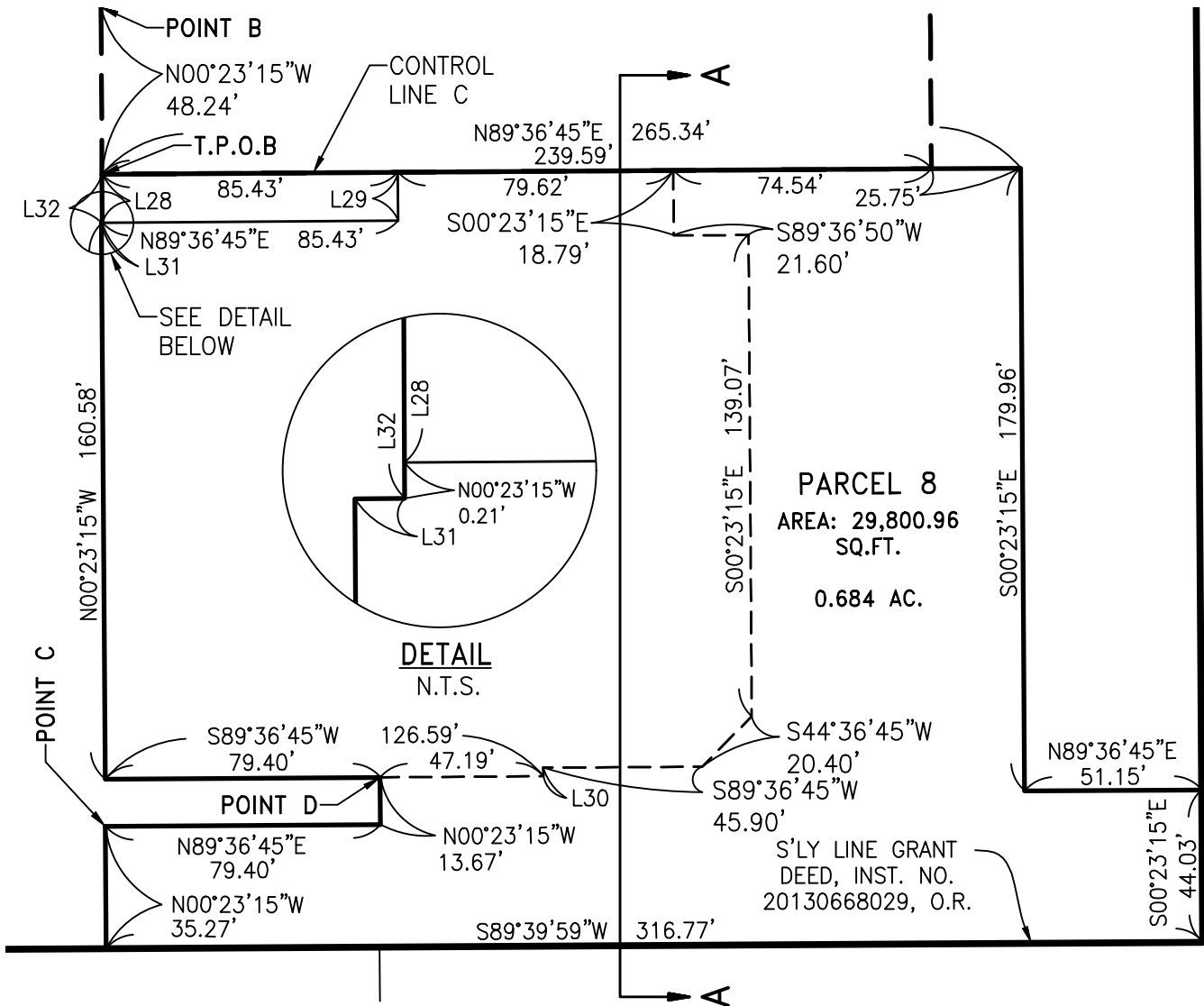
CHECKED BY: JMS

SHEET 3 OF 5



# EXHIBIT B

PARCEL 8



SCALE: 1" = 50'

LINE TABLE

NO.	BEARING	LENGTH
L28	$S00^{\circ}23'15''E$	13.96'
L29	$N00^{\circ}23'15''W$	13.96'
L30	$S00^{\circ}09'02''E$	2.45'
L31	$N89^{\circ}36'45''E$	0.29'
L32	$N00^{\circ}23'15''W$	14.17'



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: AIRSPACE PARCEL 8

DATE: 12/9/2024

FN: 1321-008PCL8\_exB

DRAWN BY: DA

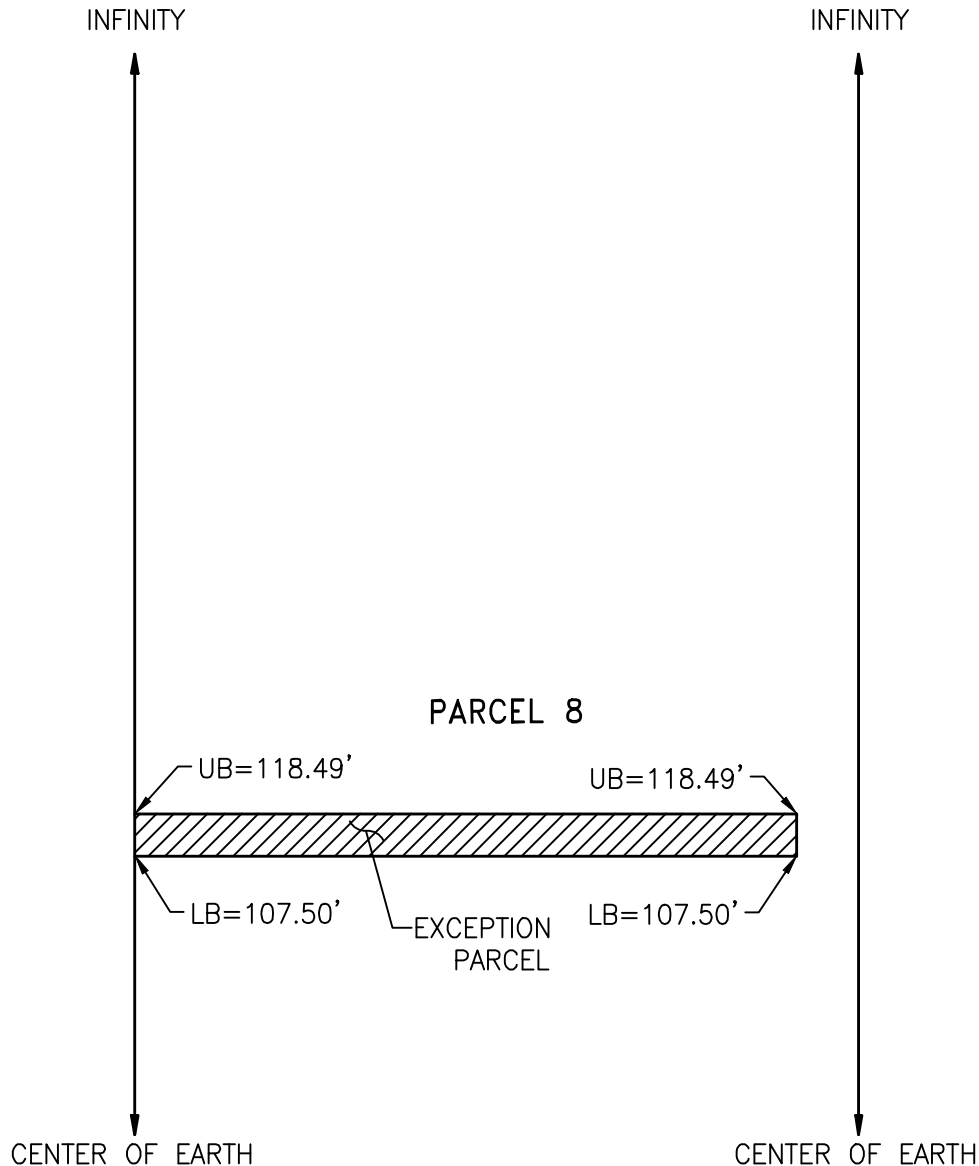
CHECKED BY: JMS

SHEET 4 OF 5

EXHIBIT B  
AIRSPACE PARCEL MAP LIMITS

SECTION A-A

N.T.S.



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EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: AIRSPACE PARCEL 8

DATE: 12/9/2024  
FN: 1321-008PCL8\_exB  
DRAWN BY: DA  
CHECKED BY: JMS

SHEET 5 OF 5

**EXHIBIT A  
PARCEL 9  
LEGAL DESCRIPTION**

THAT PORTION OF LOT IV (4), IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, IN THE CITY OF NORWALK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 AT PAGE 502 OF MISCELLANEOUS RECORDS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**FOR THE PURPOSES OF THIS DESCRIPTION, THE FOLLOWING TWO CONTROL LINES (CONTROL LINE A & CONTROL LINE B) ARE HEREBY ESTABLISHED:**

**CONTROL LINE A**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 169.98 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER;

THENCE NORTH 89°48'50" EAST, 137.65 FEET, ALONG SAID RIGHT-OF-WAY LINE TO A POINT, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 12°24'06" EAST, 42.07 FEET;

THENCE SOUTH 90°00'00" WEST, 1.55 FEET;

THENCE SOUTH 00°00'00" WEST, 6.50 FEET;

THENCE SOUTH 12°03'25" EAST, 13.03 FEET;

THENCE SOUTH 00°00'00" EAST, 25.78 FEET;

THENCE SOUTH 01°07'05" EAST, 26.06 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 01°06'49" EAST, 8.00 FEET;

THENCE SOUTH 22°16'02" EAST, 15.36 FEET;

THENCE SOUTH 05°09'54" EAST, 8.77 FEET;

THENCE SOUTH 10°18'31" WEST, 6.38 FEET;

**EXHIBIT A  
PARCEL 9  
LEGAL DESCRIPTION**

THENCE SOUTH 07°48'30" WEST, 91.68 FEET;

THENCE NORTH 89°43'02" WEST, 94.09 FEET;

THENCE SOUTH 67°52'14" WEST, 41.67 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 86°47'04" WEST, 86.88 FEET;

THENCE SOUTH 86°46'59" WEST, 12.50 FEET;

THENCE SOUTH 89°33'02" WEST, 28.00 FEET TO THE EASTERLY RIGHT-OF-WAY NORWALK BOULEVARD, ALSO THE WESTERLY LINE OF SAID QUITCLAIM DEED, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE A**.

**CONTROL LINE B**

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL HIGHWAY NORTH 89°48'50" EAST, 391.48 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 00°11'10" EAST, 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY, ALSO BEING THE NORTHERLY LINE OF THAT QUITCLAIM DEED RECORDED SEPTEMBER 27, 1960, AS INSTRUMENT NUMBER 4123 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 00°11'10" EAST, 39.54 FEET;

THENCE SOUTH 00°23'27" EAST, 45.07 FEET;

THENCE SOUTH 00°22'55" EAST, 26.40 FEET;

THENCE SOUTH 00°28'02" EAST, 8.00 FEET;

THENCE SOUTH 00°22'38" EAST, 61.92 FEET;

THENCE SOUTH 00°23'15" EAST, 76.78 FEET;

THENCE NORTH 90°00'00" EAST, 10.09 FEET;

THENCE SOUTH 00°18'06" EAST, 18.74 FEET;

**EXHIBIT A  
PARCEL 9  
LEGAL DESCRIPTION**

THENCE NORTH 90°00'00" EAST, 8.03 FEET;

THENCE SOUTH 00°01'41" EAST, 14.75 FEET;

THENCE SOUTH 00°00'44" EAST, 27.19 FEET;

THENCE NORTH 89°51'25" EAST, 43.36 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT A**;

THENCE SOUTH 00°23'15" EAST, 25.05 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT B**;

THENCE SOUTH 90°00'00" EAST, 26.72 FEET;

THENCE SOUTH 41°39'11" WEST, 25.27 FEET;

THENCE SOUTH 00°00'16" EAST, 40.25 FEET;

THENCE SOUTH 14°23'34" EAST, 48.19 FEET;

THENCE SOUTH 08°56'20" WEST, 33.54 FEET;

THENCE SOUTH 09°01'56" WEST, 46.17 FEET;

THENCE SOUTH 13°40'20" EAST, 53.85 FEET;

THENCE NORTH 89°36'45" EAST, 32.58 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT C**;

THENCE SOUTH 00°23'15" EAST, 35.27 FEET TO A POINT ON THE SOUTHERLY LINE OF THE GRANT DEED RECORDED MAY 3, 2013, INSTRUMENT NUMBER 20130668029 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF TERMINUS** OF THE ABOVE DESCRIBED **CONTROL LINE B**.

**PARCEL 9**

**BOUNDED** EASTERLY BY THE ABOVE DESCRIBED **CONTROL LINE B**.

**BOUNDED** NORTHERLY BY THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID IMPERIAL HIGHWAY.

**BOUNDED** NORTHWESTERLY BY THE ABOVE DESCRIBED **CONTROL LINE A**.

**BOUNDED** WESTERLY BY SAID RIGHT-OF-WAY OF NORWALK BOULEVARD.

**EXHIBIT A  
PARCEL 9  
LEGAL DESCRIPTION**

**BOUNDED** SOUTHERLY BY THE SOUTHERLY LINE OF SAID GRANT DEED.

**BOUNDED** SOUTHWESTERLY BY THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND NORWALK BOULEVARD AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 257, PAGE 95, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID NORWALK BOULEVARD THENCE SOUTH 00°19'23" EAST, 378.10 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 89°40'37" EAST, 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORWALK BOULEVARD, ALSO BEING THE WESTERLY LINE OF THAT GRANT DEED RECORDED MAY 3, 2013, AS INSTRUMENT NUMBER 20130668029 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°51'55" EAST, 324.85 FEET;

THENCE SOUTH 00°08'05" WEST, 285.86 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID GRANT DEED.

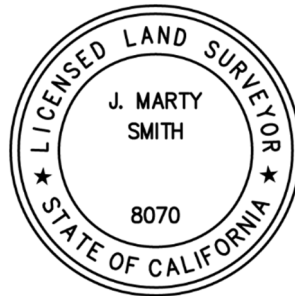
THE ABOVE DESCRIBED PARCEL CONTAINS 60,717 SQUARE FEET OR 1.394 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

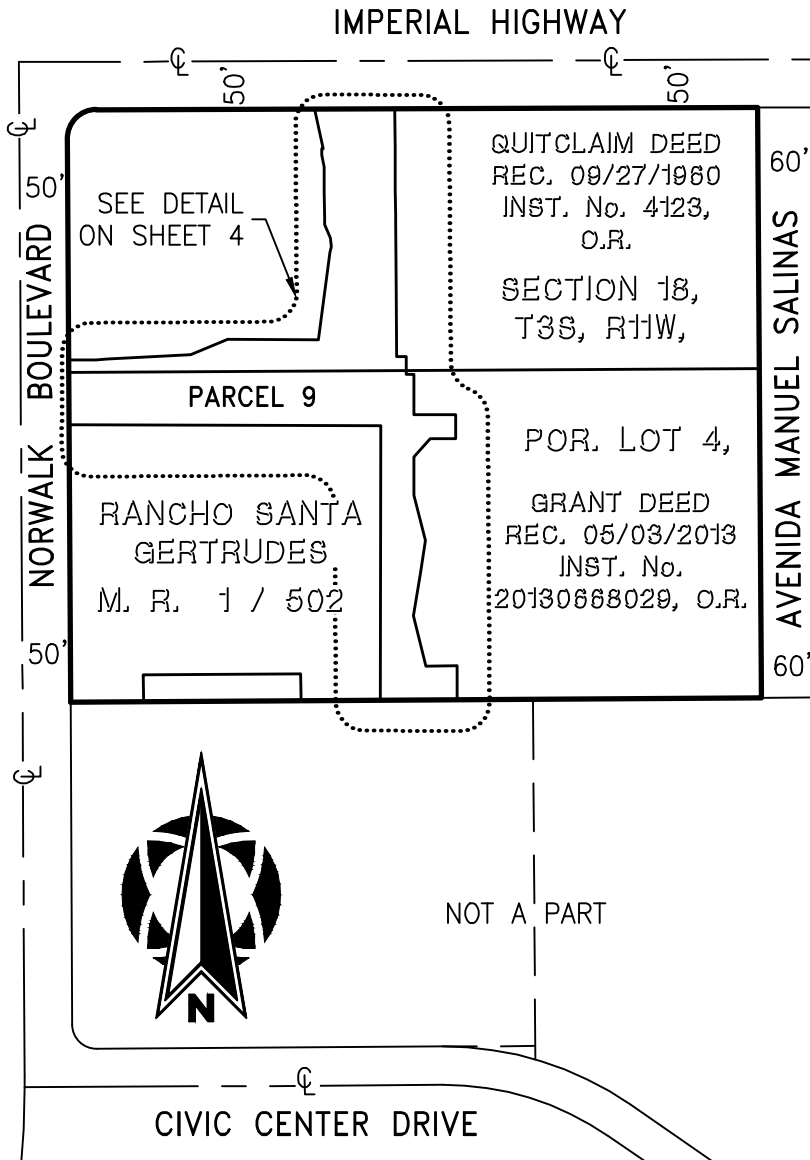
THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



J. MARTY SMITH, P.L.S. 8070  
DATE PREPARED: 12/10/2024



# EXHIBIT B



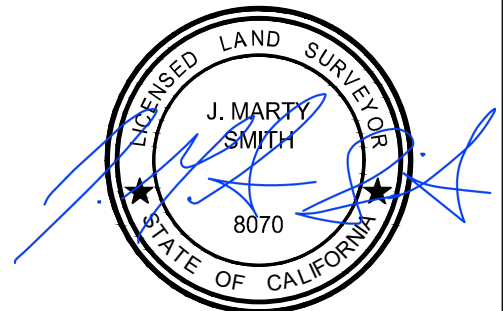
## ABBREVIATIONS:

CL	CENTERLINE
AC.	ACRE(S)
INST	INSTRUMENT
No.	NUMBER
O.R.	OFFICIAL RECORDS
REC.	RECORDED
M.R.	MISCELLANEOUS RECORDS
E	EAST
E'LY	EASTERLY
ELEV	ELEVATION
N	NORTH
N'LY	NORTHERLY
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
R	RANGE
T	TOWNSHIP
T.P.O.B.	TRUE POINT OF BEGINNING
S	SOUTH
S'LY	SOUTHERLY
SQ.FT.	SQUARE FOOT
W	WEST
W'LY	WESTERLY
LB	LOWER BOUNDS ELEVATION
UB	UPPER BOUNDS ELEVATION



## LINE LEGEND:

	SUBJECT PROPERTY LINES
	PARCEL
	CENTERLINES
	ADJACENT PROPERTY LINES



12/10/2024



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 9

DATE: 12/10/2024

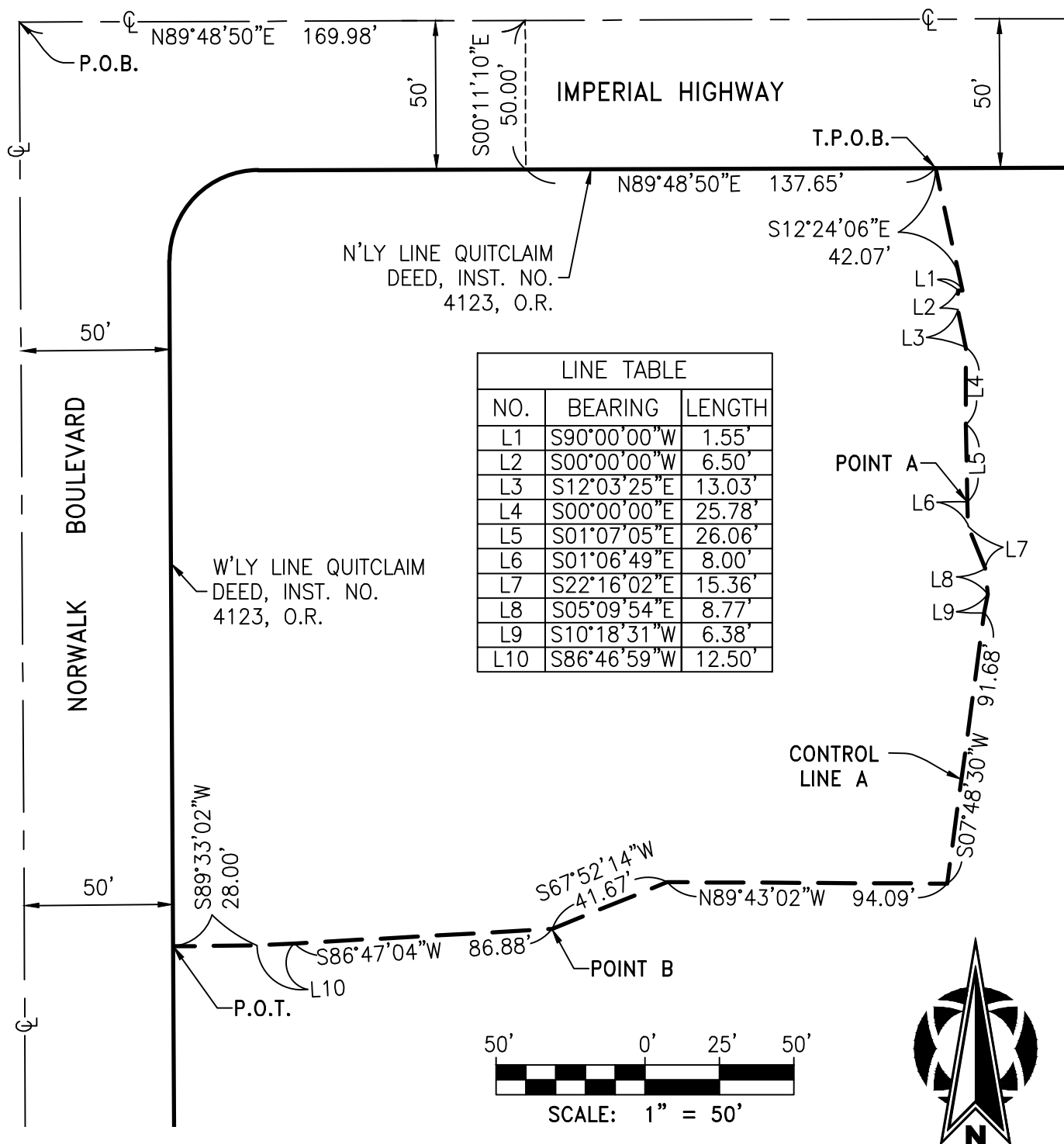
FN: 1321-008PCL9\_exB

DRAWN BY: DA

CHECKED BY: JMS

SHEET 1 OF 4

EXHIBIT B  
CONTROL LINE A



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 9

DATE: 12/10/2024

FN: 1321-008PCL9\_exB

DRAWN BY: DA

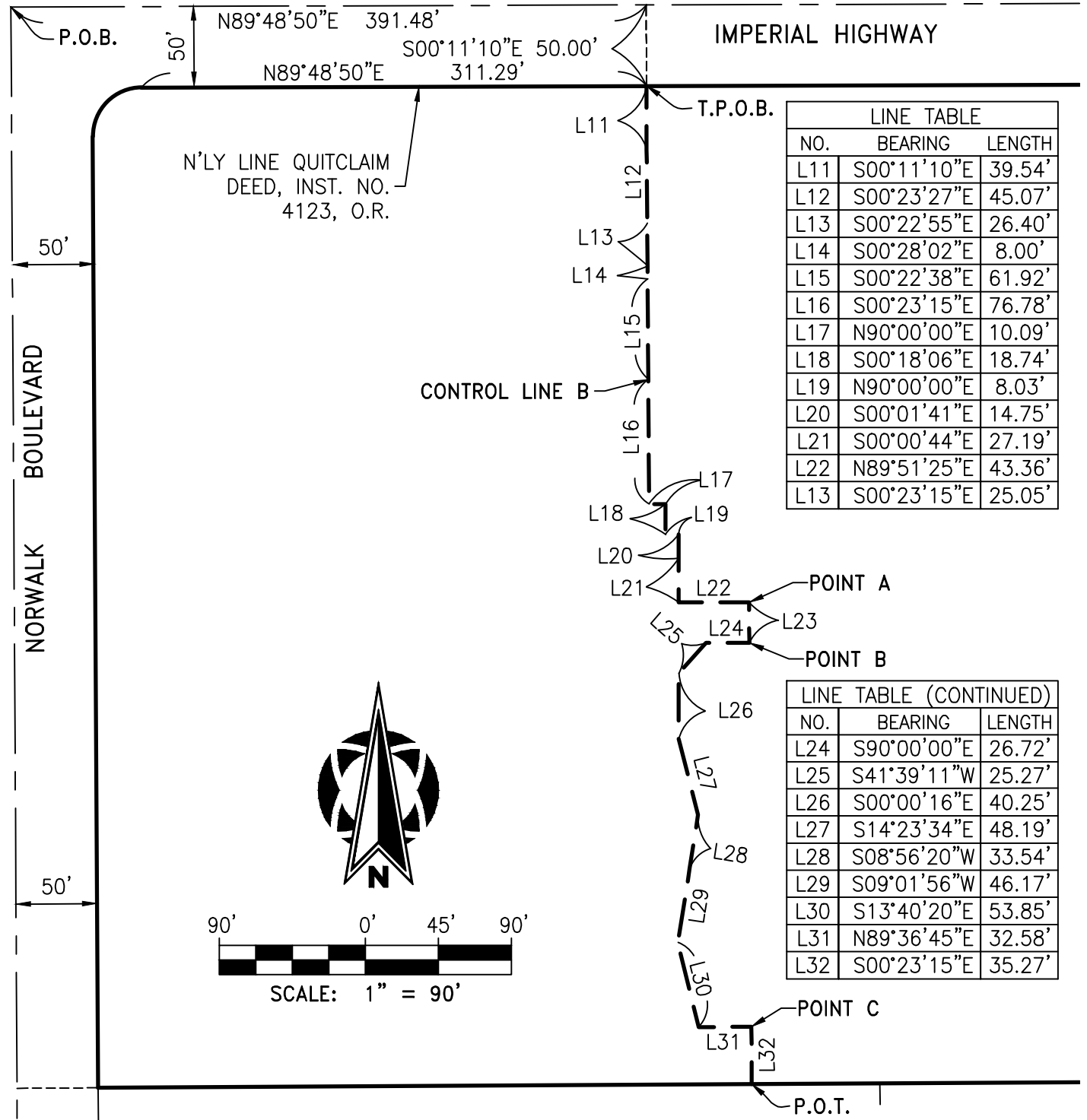
CHECKED BY: JMS

**SHEET 2 OF 4**



# EXHIBIT B

## CONTROL LINE B



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ENGINEERING

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**EXHIBIT B**

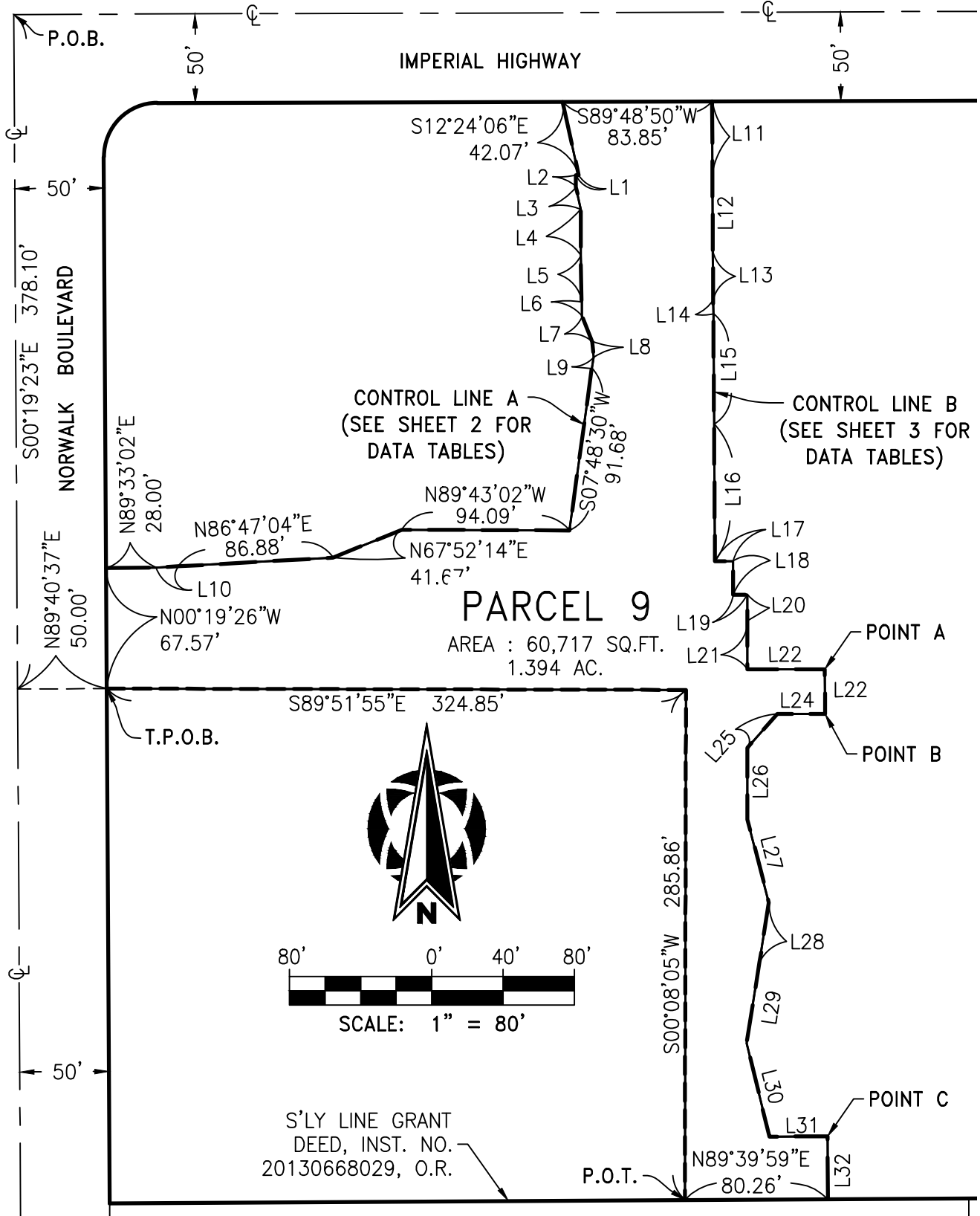
PLAT TO ACCOMPANY LEGAL DESCRIPTION

of: PARCEL 9

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DRAWN BY: DA  
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**SHEET 3 OF 4**

# EXHIBIT B



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## EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

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DRAWN BY: DA

CHECKED BY: JMS

SHEET 4 OF 4