

DEVELOPMENT AGREEMENT

by and between

THE CITY OF LOS ANGELES

and

TELEVISION CITY STUDIOS, LLC

dated as of

_____ , 2024

DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

	Page
RECITALS	1
AGREEMENT	1
1. DEFINITIONS.....	2
1.1 “Agreement”	2
1.2 “Annexation”	2
1.3 “Annexation Property”	2
1.4 “Applicable Rules”	2
1.5 “Assignment Agreement”	2
1.6 “CEQA”	2
1.7 “City”	2
1.8 “City Agency”	2
1.9 “City Attorney”	2
1.10 “City Council”	2
1.11 “Days”	3
1.12 “Developer”	3
1.13 “Development Agreement Act”	3
1.14 “Discretionary Action”	3
1.15 “Effective Date”	3
1.16 “EIR”	3
1.17 “Floor Area”	3
1.18 “General Plan”	3
1.19 “LAFCO”	3
1.20 “Ministerial Permits and Approvals”	3
1.21 “Mitigation Measures”	3
1.22 “Parties”	3
1.23 “Party”	3
1.24 “Planning Commission”	3
1.25 “Planning Director”	4
1.26 “Processing Fees”	4
1.27 “Project”	4
1.28 “Project Approvals”	4
1.29 “Property”	4
1.30 “Property Owner”	4
1.31 “Reserved Powers”	4
1.32 “Term”	5
1.33 “Transferee”	5
2. RECITALS OF PREMISES, PURPOSE AND INTENT.....	5
2.1 State Enabling Statute	5
2.2 City Procedures and Actions.....	6

2.2.1	City Planning Commission Action.....	6
2.2.2	City Council Action.....	6
2.3	Purpose of this Agreement.....	6
2.3.1	Public Benefits	6
2.3.2	Developer Objectives	6
2.3.3	Mutual Objectives	6
2.4	Applicability of the Agreement	7
3.	ANNEXATION	7
3.1	Annexation.....	7
3.2	Effectiveness of Agreement as to Annexation Property.....	7
4.	AGREEMENT AND ASSURANCES	8
4.1	Agreement and Assurance on the Part of Developer	8
4.1.1	Project Development	8
4.1.2	Timing of Development	8
4.1.3	Additional Obligations of Developer as Consideration for this Agreement	8
4.2	Agreement and Assurances on the Part of the City	10
4.2.1	Entitlement to Develop.....	10
4.2.2	Consistency in Applicable Rules.....	11
4.2.3	Changes in Applicable Rules	11
4.2.3.1	Non-application of Changes in Applicable Rules	11
4.2.3.2	Changes in Building and Fire Codes.....	11
4.2.3.3	Changes Mandated by Federal or State Law.....	11
4.2.4	Subsequent Development Review.....	12
4.2.5	Administrative Changes and Modifications	12
4.2.6	Effective Development Standards	12
4.2.7	Interim Use	12
4.2.8	Moratoria or Interim Control Ordinances	12
4.2.9	Processing Fees	13
4.2.10	Timeframes and Staffing for Processing and Review	13
4.2.11	Other Governmental Approvals	13
5.	ANNUAL REVIEW	13
5.1	Annual Review.....	13
5.2	Pre-Determination Procedure.....	13
5.2.1	Special Review	14
5.3	Planning Director’s Determination.....	14
5.4	Appeal by Developer	14
5.5	Period to Cure Non-Compliance.....	14
5.6	Failure to Cure Non-Compliance Procedure.....	14
5.7	Termination or Modification of Agreement	15
5.8	Reimbursement of Costs	15
5.9	City’s Rights and Remedies Against Developer.....	15

6.	DEFAULT PROVISIONS.....	15
6.1	Default by Developer.....	15
6.1.1	Default.....	15
6.1.2	Notice of Default.....	16
6.1.3	Failure to Cure Default Procedures.....	16
6.1.4	Termination or Modification of Agreement.....	16
6.2	Default by the City.....	16
6.2.1	Default.....	16
6.2.2	Notice of Default.....	17
6.3	No Monetary Damages.....	17
7.	MORTGAGEE RIGHTS.....	17
7.1	Encumbrances on the Property.....	17
7.2	Mortgagee Protection.....	17
7.3	Mortgagee Not Obligated.....	18
7.4	Request for Notice to Mortgage.....	18
7.5	Mortgagee's Time to Cure.....	18
7.6	Disaffirmation.....	18
8.	GENERAL PROVISIONS.....	18
8.1	Effective Date.....	18
8.2	Term.....	18
8.3	Appeals to City Council.....	19
8.4	Enforced Delay; Extension of Time of Performance.....	19
8.5	Dispute Resolution.....	19
8.5.1	Dispute Resolution Proceedings.....	19
8.5.2	Arbitration.....	20
8.5.2.1	Arbitration Procedures.....	20
8.5.3	Extension of Term.....	20
8.5.4	Legal Action.....	20
8.5.5	Applicable Law.....	20
8.6	Amendments.....	20
8.7	Assignment.....	21
8.7.1	Conditions of Assignment.....	21
8.7.1.1	Written Notice of Assignment Required.....	21
8.7.1.2	Automatic Assumption of Obligations.....	21
8.7.2	Liability Upon Assignment.....	21
8.7.3	Release of Property Owner.....	22
8.7.4	Release of Property Transferee.....	22
8.8	Covenants.....	22
8.9	Cooperation and Implementation.....	22
8.9.1	Processing.....	22
8.9.2	Other Governmental Permits.....	22
8.9.3	Cooperation in the Event of Legal Challenge.....	22
8.9.4	Relationship of the Parties.....	23

8.9.5	Operating Memoranda.....	23
8.9.6	Certificate of Performance	23
8.10	Indemnification	23
8.10.1	Obligation to Defend, Indemnify, and Hold Harmless	23
8.10.2	Defending the Project Approvals	24
8.10.3	Breach of Obligations.....	24
8.10.4	Waiver of Right to Challenge.....	24
8.10.5	Survival	24
8.11	Notices	24
8.12	Recordation.....	25
8.13	Constructive Notice and Acceptance	25
8.14	Successors and Assignees	25
8.15	Severability	25
8.16	Time of the Essence	26
8.17	Waiver.....	26
8.18	No Third Party Beneficiaries	26
8.19	Entire Agreement.....	26
8.20	Legal Advice; Neutral Interpretation; Headings, Table of Contents, and Index ...	26
8.21	Duplicate Originals	26

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DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is executed this _____ day of _____, 2024 by and between the CITY OF LOS ANGELES, a municipal corporation (“City”), and Television City Studios, LLC (“Developer”), pursuant to California Government Code Section 65864 *et seq.*, and the implementing procedures of the City, with respect to the following:

RECITALS

WHEREAS, the City and the Developer recognize that the further development of the subject Property, as defined below, will create significant opportunities for economic growth in the City, the Southern California region, and California generally;

WHEREAS, the Developer wishes to obtain reasonable assurances that the Project, as defined below, may be developed in accordance with the Project Approvals, as defined below, and the terms of this Agreement;

WHEREAS, the Developer will implement public benefits above and beyond the necessary mitigation for the Project, including benefits and other consideration as noted in Sections 2.3.1 and 4.1.3;

WHEREAS, this Agreement is necessary to assure the Developer that the Project will not be subjected to new rules, regulations, ordinances, or policies unless otherwise allowed by this Agreement;

WHEREAS, by entering into this Agreement, the City is encouraging the development of the Project as set forth in this Agreement in accordance with the goals and objectives of the City, while reserving to the City the legislative powers necessary to remain responsible and accountable to its residents;

WHEREAS, the Development Agreement is in the public interest and is consistent with the City's General Plan including the Wilshire Community Plan;

WHEREAS, for the foregoing reasons, the Parties, as defined below, desire to enter into a development agreement for the Project pursuant to the Development Agreement Act, as defined below, and the City's charter powers upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as set forth below:

1.1 “Agreement” means this Development Agreement.

1.2 “Annexation” means the inclusion, attachment, or addition of territory to the City from the County, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56017.

1.3 “Annexation Property” means the approximately 0.63-acre portion of the Property located within unincorporated Los Angeles County, which is surrounded on all sides by property located within the City, owned by Property Owner which is proposed to be annexed to the City from the County, as described in Exhibit “B” and shown in Exhibit “C”.

1.4 “Applicable Rules” means the rules, regulations, fees, ordinances and official policies of the City in force as of the Effective Date of this Agreement governing the use and development of real property and which, among other matters, govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property. Notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of buildings and development projects, if any, shall be those that are in effect at the time the project plans are being processed for approval and/or under construction.

1.5 “Assignment Agreement” means an agreement entered into by the Developer to transfer in whole or in part the rights and obligations of Developer under this Agreement to a third party transferee.

1.6 “CEQA” means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 *et seq.*) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 *et seq.*).

1.7 “City” means the City of Los Angeles, a charter city and municipal corporation.

1.8 “City Agency” means each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including, without limitation, the City Council and the Planning Commission.

1.9 “City Attorney” means the legal counsel for the City.

1.10 “City Council” means the City Council of the City and the legislative body of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.11 “Days” means calendar days as opposed to working days.

1.12 “Developer” has the meaning as described in the opening paragraph of this Agreement.

1.13 “Development Agreement Act” means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.14 “Discretionary Action” means an action which requires the exercise of judgment, deliberation or a decision on the part of the City and/or any City Agency, in the process of approving or disapproving a particular activity, as distinguished from Ministerial Permits and Approvals and any other activity which merely requires the City and/or any City Agency to determine whether there has been compliance with statutes, ordinances or regulations.

1.15 “Effective Date” has the meaning set forth in Section 8.1 below.

1.16 “EIR” means the Environmental Impact Report (“EIR”) prepared for the Project (Case No. ENV-2021-4091-EIR; State Clearinghouse No. 2021070014), inclusive of the Draft EIR published July 14, 2022 (“Draft EIR”), the Final EIR published November 21, 2023 (“Final EIR”), and Erratum No. 1 to the EIR published April 5, 2024 (“Erratum”).

1.17 “Floor Area” has the meaning set forth in the TVC Specific Plan (Case No. CPC-2021-4089-AD-GPA-ZC-HD-SP-SN), which is included as Exhibit “D” (the “TVC Specific Plan” or “Specific Plan”).

1.18 “General Plan” means the General Plan of the City.

1.19 “LAFCO” means the Los Angeles County Local Agency Formation Commission.

1.20 “Ministerial Permits and Approvals” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Developer to implement, develop and construct the Project and the Mitigation Measures, including, without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals which are required by the Los Angeles Municipal Code and project plans and other actions required by the Project Approvals to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions.

1.21 “Mitigation Measures” means the mitigation measures described in the EIR prepared by the City in accordance with the requirements of CEQA.

1.22 “Parties” means collectively the Developer and the City.

1.23 “Party” means any one of the Developer or the City.

1.24 “Planning Commission” means the City Planning Commission and the planning agency of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.25 “Planning Director” means the Director of City Planning for the City.

1.26 “Processing Fees” means all processing fees and charges required by the City or any City Agency including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all linkage fees or exactions which may be imposed by the City on development projects pursuant to laws enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. The amount of the Processing Fees to be applied in connection with the development of the Project shall be the amount which is in effect on a Citywide basis at the time an application for the City action is made, unless an alternative amount is established by the City in a subsequent agreement.

1.27 “Project” means the TVC Project located at 7716-7860 West Beverly Boulevard, which includes the demolition, grading, and abatement of approximately 479,303 square feet of existing structures and the construction of approximately 1,421,623 square feet (1,686,000 square feet total; 942,320 square feet net new) of studio uses and related improvements. The permitted uses, maximum floor area and building height limitations, and other development regulations are set forth in the TVC Specific Plan (Case No. CPC-2021-4089-AD-GPA-ZC-HD-SP-SN), which is included as Exhibit “D”. Provisions for the dedication of land are set forth in the Vesting Tentative Tract Map (Case No. VTT-83387), which is included as Exhibit “E”.

1.28 “Project Approvals” means those Discretionary Actions authorizing the Project which have been approved by the City on or before the Effective Date (irrespective of their respective effective dates), including, but not limited to: (1) annexation of the Annexation Property located within unincorporated Los Angeles County into the City of Los Angeles; (2) a General Plan Amendment to change the General Plan land use designations from Community Commercial, Limited Commercial and Neighborhood Commercial to a unified Community Commercial land use designation; assign a Community Commercial land use designation to the Annexation Property; and include the TVC Zone as a corresponding zone to the Community Commercial land use designation; (3) a Zone Change and Height District Change from the existing C1.5-2D-O and C2-1-O Zones to the TVC Specific Plan Zone (TVC Zone); assign the TVC Zone to the Annexation Property; and a corresponding Code Amendment to add the TVC Zone to Section 12.04 and a new Section 12.16.11 of the Los Angeles Municipal Code (“LAMC”); (4) the establishment of the TVC Specific Plan to regulate development within the Property; (5) the establishment of a Signage Supplemental Use (-“SN”) District to regulate signage within the Property; and (6) a Vesting Tentative Tract Map to permit the merger and re-subdivision of land and a haul route.

1.29 “Property” has the meaning as fully described in the legal description attached as Exhibit “A”, including the Annexation Property.

1.30 “Property Owner” means Television City Studios, LLC.

1.31 “Reserved Powers” means the rights and authority excepted from this Agreement’s restrictions on the City’s police powers and which are instead reserved to the City.

The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Project Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a Citywide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to the Los Angeles Building or Fire Codes regarding the construction, engineering and design standards for private and public improvements and which are (a) necessary to the health and safety of the residents of the City, and (b) are generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or City Council such as floods, earthquakes, and similar acts of God); (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 4.2.3.3; or (4) constitute Processing Fees and charges imposed or required by the City to cover its actual costs in processing applications, permit requests and approvals of the Project or in monitoring compliance with permits issued or approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived by the City.

1.32 “Term” means the period of time for which this Agreement shall be effective in accordance with Section 8.2 hereof.

1.33 “Transferee” means a third party that has entered into an Assignment Agreement with Developer.

2. RECITALS OF PREMISES, PURPOSE AND INTENT

2.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.”

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties; and (2) to offset such restraints, seeks public benefits which go beyond those obtained by traditional City controls and conditions imposed on development project applications.

2.2 City Procedures and Actions.

2.2.1 City Planning Commission Action. The City Planning Commission held a duly-noticed public hearing and recommended approval of this Agreement on [XX].

2.2.2 City Council Action. The City Council on _____, [XX] after conducting a duly-noticed public hearing, adopted Ordinance No. _____, to become effective on the thirty-first day after publication, or on the forty-first day after posting, found that its provisions are consistent with the City's General Plan and the Los Angeles Municipal Code, and authorized the execution of this Agreement.

2.3 Purpose of this Agreement.

2.3.1 Public Benefits. This Agreement provides assurances that the Public Benefits identified in Section 4.1.3 below will be achieved and developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers.

2.3.2 Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, the Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. In the absence of this Agreement, Developer would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement and the Project Approvals. This Agreement, therefore, is necessary to assure Developer that the Project will not be (1) reduced or otherwise modified in density, intensity, or use from what is set forth in the Project Approvals; (2) subjected to new rules, regulations, ordinances, or official policies or plans which are not adopted or approved pursuant to the City's Reserved Powers; or (3) subjected to delays for reasons other than Citywide health and safety enactments related to critical situations such as, but not limited to, the lack of water availability or sewer or landfill capacity.

2.3.3 Mutual Objectives. Development of the Project in accordance with this Development Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide Public Benefits, as described in

Section 2.3.1, to the City through the imposition of development standards and requirements under this Agreement, including without limitation: increased tax revenues; installation of on-site and off-site improvements; optimization of the currently underutilized Property to address past ad hoc building additions and meet the existing unmet and anticipated future demands of the entertainment industry; promotion of local and regional economic growth by creating a wide range of entertainment and construction jobs and keeping production jobs in Los Angeles; and preservation and rehabilitation of the on-site historical resource and providing architecturally distinct new development to enhance the identity of the Property as an iconic entertainment and media center. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement provides the City with sufficient reserved powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, the Developer will receive assurance that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules, Project Approvals and Reserved Powers, subject to the terms and conditions of this Agreement.

2.4 Applicability of the Agreement. This Agreement does not: (1) grant height, density or intensity in excess of that otherwise established in the Applicable Rules and Project Approvals; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the Property Owner after the Effective Date of this Agreement; (3) guarantee that Developer will receive any profits from the Project; (4) prohibit the Project's participation in any benefit assessment district that is generally applicable to surrounding properties; (5) amend the City's General Plan; or (6) amend the City of Los Angeles Zoning Ordinance. This Agreement has a fixed Term. Furthermore, in any subsequent actions applicable to the Property, the City may apply such new rules, regulations and official policies as are contained in its Reserved Powers.

3. ANNEXATION

3.1 Annexation. After the Effective Date, the City and Property Owner may continue proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 *et seq.*), for the Annexation of the Annexation Property. The City and Property Owner agree to take such subsequent action as may be reasonably required to complete the Annexation action under such conditions as are imposed by LAFCO and reasonably acceptable to Property Owner and the City.

3.2 Effectiveness of Agreement as to Annexation Property. The provisions of this Agreement shall not become operative for the Annexation Property unless LAFCO proceedings annexing the Annexation Property to the City are completed within five (5) years following the date upon which the Project Approvals and all entitlements required for the development of the Project are final and all litigation with respect thereto and this Agreement has been finally resolved and no longer subject to appeal or further judicial review. If the Annexation of the Annexation Property is not completed within the time specified above or any extension thereto, subject to the modification provisions set forth in this Agreement or by mutual consent of the Parties, the effectiveness of this Agreement as to the Annexation Property shall be null and void. However, this Agreement shall be valid and enforceable, and this Section shall have no impact on the

operation of the Agreement for those portions of the Property already within the City's jurisdictional boundaries as of the Effective Date.

4. AGREEMENT AND ASSURANCES

4.1 Agreement and Assurance on the Part of Developer. In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in Section 2.3 of this Agreement, Developer hereby agrees as follows:

4.1.1 Project Development. Developer agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake development of the Project in accordance with the terms and conditions of this Agreement, including the Applicable Rules and the Project Approvals. However, nothing in this Agreement shall be deemed to obligate Developer to initiate or complete development of the Project or any portion thereof within any period of time or at all, or deemed to prohibit Developer from seeking any necessary land use approvals for any different land use project on the Property.

4.1.2 Timing of Development. The parties acknowledge that Developer cannot at this time predict when or at what rate the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Developer, including, without limitation, market orientation and demand, availability of financing, interest rates and competition. Developer may therefore construct the Project in either a single phase or multiple phases within the Term of this Agreement. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the parties' agreement, Developer and the City do hereby acknowledge that Developer has the right to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties to this Agreement.

4.1.3 Additional Obligations of Developer as Consideration for this Agreement. In addition to the obligations identified in Section 4.1.1, the development assurances provided by this Agreement and the resulting construction of the Project will result in the following:

- (1) **Neighborhood Traffic Management Plan.** Developer shall fund a total of One Million Eight Hundred Thousand Dollars (\$1,800,000) to implement a Neighborhood Traffic Management Plan ("NTMP") to address existing and potential future residential neighborhood intrusion issues on the residential streets surrounding the Project (the "NTMP Contribution"). The NTMP Contribution shall include (a) Two Hundred Thousand Dollars (\$200,000) (the "NTMP Study Contribution") to be applied toward NTMP studies (the "NTMP Studies") for the two (2) study areas (i.e., \$100,000 per study area) identified in the Transportation Assessment (which is attached as Appendix

M.1 to the Draft EIR) and any expansion of those study areas as reasonably determined by Council District 5 and the Los Angeles Department of Transportation (“LADOT”), and (b) One Million Six Hundred Thousand Dollars (\$1,600,000) (the “CD 5 NTMP Contribution”) to the City of Los Angeles Council District 5 Beverly Fairfax Trust Fund No. _____ [TBD] (“CD 5 Trust Fund”) to implement NTMP measures at their discretion. Developer shall initiate the NTMP Studies within six (6) months of the Effective Date and the final resolution of any legal challenges related to the Project or Project Approvals, this Agreement or the Property (“Final Resolution Date”). If any portion of the \$200,000 remains after implementation of the NTMP Studies, such funds shall be moved to the CD 5 Trust Fund upon the earlier of (a) three (3) years of the Effective Date and the Final Resolution Date, if any, and (b) the date on which Developer has obtained one or more building permits for 350,000 square feet of net new Floor Area. Upon approval by LADOT of the NTMP Studies, Developer shall pay the CD 5 NTMP Contribution to the CD 5 Trust Fund. The NTMP Contribution shall be in addition to the NTMP funds previously set forth in the Transportation Assessment approval letter dated November 16, 2021 issued by the LADOT (Two Hundred Fifty Thousand Dollars [\$250,000]).

- (2) **CD 5 Beverly/Fairfax Trust Fund.** Developer shall fund an additional Four Million Six Hundred Thousand Dollars (\$4,600,000) (the “CD 5 Trust Fund Contribution”) to the CD 5 Trust Fund for the public benefits set forth below.
 - a. **Beverly Fairfax Neighborhood Bike Mobility Improvements.** One Million Dollars (\$1,000,000) for the creation, expansion, and connection of local bike paths in the Beverly Fairfax area consistent with the City of Los Angeles 2010 Bicycle Plan.
 - b. **Streetscape Improvements.** Five Hundred Thousand Dollars (\$500,000) for streetscape improvements in the Beverly Fairfax area, including along Fairfax Avenue, outside of the right-of-way improvements required by the Specific Plan.
 - c. **Pan Pacific Park.** One Million Dollars (\$1,000,000) to improve access to and utilization of local recreation facilities at Pan Pacific Park, including, among other things, improvement and operations associated with the soccer field.
 - d. **Public Safety.** Seven Hundred Fifty Thousand Dollars (\$750,000) for public safety improvements in the Beverly Fairfax area (“Public Safety Contribution”). The Public Safety Contribution shall include (a) Two Hundred Fifty Thousand Dollars (\$250,000) toward the creation of a Fairfax Business Improvement District (“BID”) to increase partnership and communication between local businesses and improve security and safety in the area, and (b) Five Hundred Thousand Dollars (\$500,000) toward a security fund for the Beverly Fairfax neighborhood.
 - e. **Local Arts Programs.** Two Hundred Fifty Thousand Dollars (\$250,000) to create and/or provide access to local arts programs and diversity, equity, inclusion and accessibility programs in the entertainment, media, and technology industries in the Beverly Fairfax community.

- f. **Affordable Housing.** One Million Dollars (\$1,000,000) to support affordable housing initiatives in Council District 5.
- g. **Other Community Benefits.** One Hundred Thousand Dollars (\$100,000) for other community benefit measures in Council District 5, or for additional contributions to the public benefit(s) listed above, to be determined by Council District 5.

Notwithstanding the above, Council District 5 shall have the discretion to use the CD 5 Trust Fund Contribution for any combination of the public benefits described above pursuant to an approved City Council motion.

(3) **Funding Implementation.** The funds set forth in Subsections 4.1.3 (1) and (2), above, shall be provided by Developer as follows, and Developer shall provide evidence of compliance with such obligations as part of the required annual compliance review set forth in Section 5.1.

- a. Developer shall fund the NTMP Contribution as described in Subsection 4.1.3 (1), above.
- b. Developer shall fund Two Hundred Fifty Thousand Dollars (\$250,000) within one (1) month following the Effective Date.
- c. Developer shall fund One Million Four Hundred Thousand Dollars (\$1,400,000) within one (1) month following the Effective Date and the Final Resolution Date, if any.
- d. Developer shall fund Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000) on a pro rata basis per square foot of net new Floor Area at a rate of Three Dollars and Thirteen Cents (\$3.13) (based on the total net new development approved [942,320 square feet]) on the date on which Developer has obtained one or more certificates of occupancy (temporary or permanent) for the net new Floor Area.

4.2 Agreement and Assurances on the Part of the City. In consideration for Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in Section 2.3 of this Agreement, the City hereby agrees as follows:

4.2.1 Entitlement to Develop. Developer has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals, and the Reserved Powers. Developer's vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild, or replace the Project or any portion thereof in substantial conformance with the design as approved, throughout the applicable Term for any reason, including, without limitation, in the event of damage, destruction, or obsolescence of the Project or any portion thereof, subject to the Applicable Rules, Project Approvals, and Reserved Powers. To the extent that all or any portion of the Project is

remodeled, renovated, rehabilitated, rebuilt, or replaced, Developer may locate that portion of the Project at any other location of the Property, subject to the requirements of the Project Approvals, the Applicable Rules, and the Reserved Powers.

4.2.2 Consistency in Applicable Rules. Based upon all information made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies that no Applicable Rules prohibit, prevent, or encumber the full completion and occupancy of the Project in accordance with the uses, intensities, densities, designs and heights, permitted demolition, and other development entitlements incorporated and agreed to herein and in the Project Approvals.

4.2.3 Changes in Applicable Rules.

4.2.3.1 Non-application of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, including, but not limited to, adoption of a specific plan or overlay zone, City Charter amendment, initiative, referendum, resolution, motion, policy, order, or moratorium, initiated or instituted for any reason whatsoever and adopted by the City, the Mayor, City Council, Planning Commission, any City Agency, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Project Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Developer may, in its sole discretion, give the City written notice of its election to have any subsequent change in the Applicable Rules applied to some portion or all of the Property as it may own, in which case such subsequent changes in the Applicable Rules shall be deemed to be contained within the Applicable Rules insofar as that portion of the Property is concerned. In the event of any conflict or inconsistency between this Agreement and the Applicable Rules, the provisions of this Agreement shall control.

4.2.3.2 Changes in Building and Fire Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes which may occur from time to time in the California Building Code and other uniform construction codes. In addition, development of the Project shall be subject to any changes occurring from time to time in the Los Angeles Municipal Code regarding the construction, engineering and design standards for both public and private improvements provided that these changes are (1) necessary to the health and safety of the residents of the City, and (2) are generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or City Council, such as floods, earthquakes and similar disasters).

4.2.3.3 Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or

regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

4.2.4 Subsequent Development Review. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Reserved Powers and/or the Project Approvals. Any subsequent Discretionary Action initiated by Developer which substantially changes the entitlements allowed under the Project Approvals shall be subject to the rules, regulations, ordinances and official policies of the City then in effect. A substantial change to the entitlements allowed under the Project Approvals that would require subsequent Discretionary Action(s) include a net increase in the maximum permitted floor area and/or building height limits (“**Substantial Project Changes**”). The Parties agree that this Agreement does not modify, alter, or change the City’s obligations pursuant to CEQA and acknowledge that future Discretionary Actions may require additional environmental review pursuant to CEQA. In the event that additional environmental review is required by CEQA, the City agrees to utilize tiered environmental documents to the fullest extent permitted by law, as determined by the City, and as provided in California Public Resources Code Sections 21093 and 21094.

4.2.5 Administrative Changes and Modifications. The Project may demonstrate that refinements and changes are appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project development and with respect to those items covered in general terms under this Agreement and Project Approvals. If and when the Parties find that “Substantially Conforming Changes,” as herein defined, are necessary or appropriate, they shall, unless otherwise required by law, effectuate such changes or adjustments through administrative modifications approved by the Parties. As used herein, “**Substantially Conforming Changes**” are changes, modifications or adjustments that are substantially consistent with the Project Approvals, and do not constitute Substantial Project Changes as defined in Section 4.2.4 of this Agreement. Such Substantially Conforming Changes would not be considered Discretionary Actions, and would therefore not require a public hearing.

4.2.6 Effective Development Standards. The City agrees that it is bound to permit the uses, intensity of use and density on this Property which are permitted by this Agreement and the Project Approvals, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers.

4.2.7 Interim Use. The City agrees that Developer may use the Property during the Term of this Agreement for any use which is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use and for a use which does not require a new or additional Discretionary Action from the City, except as expressly provided in this Development Agreement, or pursuant to any approvals, permits, other agreements between the City and Developer, or other entitlements previously granted and in effect as of the Effective Date. Developer shall seek the City’s approval of any interim use requiring a Discretionary Action.

4.2.8 Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of the City, by initiative, or

otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property, the City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes: (1) are found by the City to be necessary to the public health and safety of the residents of the City; (2) are generally applicable on a Citywide basis except in the event of natural disasters as found by the Mayor or the City Council, such as floods, earthquakes and similar disasters; and (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 4.2.3.3.

4.2.9 Processing Fees. Developer shall pay all Processing Fees for Ministerial Permits and Approvals in the amount in effect when such Ministerial Permit and Approvals are sought.

4.2.10 Timeframes and Staffing for Processing and Review. The City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals, the City agrees to work with Developer to establish time frames for processing and reviewing such Ministerial Permits and Approvals and to comply with timeframes established in the Project Approvals. The City agrees to expedite all Ministerial Permits and Approvals and Discretionary Actions requested by Developer to the extent practicable. Developer agrees to pay any applicable fee for expedited review and processing time.

4.2.11 Other Governmental Approvals. Developer may apply for such other permits and approvals as may be required for development of the Project in accordance with the provisions of this Agreement from other governmental or quasi-governmental agencies having jurisdiction over the Property. The City shall reasonably cooperate with Developer in its endeavors to obtain such permits and approvals. Each Party shall take all reasonable actions, and execute, with acknowledgment or affidavit, if required, any and all documents and writings that may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement.

5. ANNUAL REVIEW

5.1 Annual Review. During the Term of this Agreement, the City shall review annually Developer's good faith compliance with this Agreement by Developer and/or any Transferee. This "Annual Review" shall be limited in scope to good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act, and the Property Owner and/or any Transferee shall have the burden of demonstrating such good faith compliance relating solely to such parties' portion of the Property and any development located thereon. The Annual Review shall be in the form of an Annual Report prepared and submitted by the Planning Director. The Annual Report shall include: the number, type, and square footage of and the status of the Project; the total number of parking spaces developed; status of activities relating to streetscape improvements; and a summary of performance of Property Owner's obligations.

5.2 Pre-Determination Procedure. Submission by Developer, and/or Transferee, of evidence of compliance with this Agreement, in a form which the Planning Director may

reasonably establish, shall be made in writing and transmitted to the Planning Director not later than thirty (30) days prior to the yearly anniversary of the Effective Date. If the public has comments regarding compliance, such comments must be submitted to the Planning Director at least thirty (30) days prior to the yearly anniversary of the Effective Date. All such public comments and final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer and/or any Transferees.

5.2.1 Special Review. The City may order a special review of compliance with this Agreement upon reasonable evidence of material non-compliance with the terms of this Agreement.

5.3 Planning Director's Determination. On or before the yearly anniversary of the Effective Date of the Agreement, the Planning Director shall make a determination regarding whether or not Developer has complied in good faith with the provisions and conditions of this Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Developer or Transferee in the manner prescribed in Section 8.11.

5.4 Appeal by Developer. In the event the Planning Director makes a finding and determination of non-compliance, Developer, and/or any Transferee as the case may be, shall be entitled to appeal that determination to the Planning Commission within twenty five (25) days from the Planning Director's decision. After a public hearing on the appeal, the Planning Commission within twenty five (25) days shall make written findings and determinations, on the basis of substantial evidence, whether or not Developer, and/or any Transferee as the case may be, has complied in good faith with the provisions and conditions of this Agreement. A finding and determination of compliance by the Planning Commission shall be final and effective. Nothing in this Agreement shall be construed as modifying or abrogating the Los Angeles City Charter.

5.5 Period to Cure Non-Compliance. If, as a result of this Annual Review procedure, it is found and determined by the Planning Director, or the Planning Commission on appeal, that Developer and/or any Transferee, as the case may be, has not complied in good faith with the provisions and conditions of this Agreement, the City, after denial of any appeal or, where no appeal is taken, after the expiration of the appeal period described in Section 5.4, shall submit to Developer, by registered or certified mail, return receipt requested, a written notice of non-compliance in the manner prescribed in Section 8.11, stating with specificity those obligations of Developer which have not been performed. Upon receipt of the notice of non-compliance, Developer and/or any Transferee, as the case may be, shall promptly commence to cure the identified items of non-compliance at the earliest reasonable time after receipt of the notice of non-compliance and shall complete the cure of such items of non-compliance not later than sixty (60) days after receipt of the notice of non-compliance, or such longer period as is reasonably necessary to remedy such items of non-compliance, by mutual consent of the City and Developer provided that Developer shall continuously and diligently pursue the remedy at all times until the item of non-compliance is cured.

5.6 Failure to Cure Non-Compliance Procedure. If the Planning Director finds and determines that Developer or a Transferee has not cured an item of non-compliance pursuant to this Section, and that the City intends to terminate or modify this Agreement or those transferred

or assigned rights and obligations, as the case may be, the Planning Director shall make a report to the Planning Commission. The Planning Director shall then set a date for a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If, after such public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that (i) Developer, or its Transferee, has not cured a default pursuant to this Section, and (ii) that the City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 8.3 hereof. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating the Los Angeles City Charter.

5.7 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after a finding or determination of non-compliance by the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 8.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 8.3.

5.8 Reimbursement of Costs. Developer shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required Annual Review hereunder.

5.9 City's Rights and Remedies Against Developer. The City's rights in Section 5 of this Agreement relating to compliance with this Agreement by Developer shall be limited to only those rights and obligations assumed by Developer under this Agreement and as expressly set forth in the applicable Assignment Agreement authorized by Section 8.7 of this Agreement.

6. DEFAULT PROVISIONS

6.1 Default by Developer.

6.1.1 Default. In the event Developer or a Transferee of any portion of the Property fails to perform its obligations under this Agreement applicable to its portion of the Property as specified in the applicable Assignment Agreement, in a timely manner and in compliance pursuant to Section 5 of this Agreement, the City shall have all rights and remedies provided for in this Agreement, including, without limitation, modifying or terminating this Agreement, shall relate exclusively to the defaulting Party and such defaulting Party's portion of the Property, provided that the City has first complied with any applicable obligations set forth in this Agreement, including, without limitation, all applicable notice and opportunity to cure provisions in Sections 6.1.2 and/or 7.5, and given notice as provided in Sections 7.4 and/or 8.11 hereof, and provided further that Developer may appeal such declaration in the manner provided in, and subject to all terms and provisions of, Sections 5.4 and 5.5. In no event shall a default by Developer or a Transferee of any portion of the Property constitute a default by any non-defaulting Developer or a Transferee with respect to such non-defaulting parties' obligations hereunder nor affect such non-defaulting parties' rights hereunder, or respective portion of the Property.

6.1.2 Notice of Default. The City through the Planning Director shall submit to Developer or Transferee, as applicable, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 8.11, identifying with specificity those obligations of Developer or Transferee, as applicable, which have not been performed. Upon receipt of the notice of default, Developer or Transferee shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of the default(s) not later than sixty (60) days after receipt of the notice of default, or a longer period as is reasonably necessary to remedy the default(s), provided that Developer or Transferee, as applicable, shall continuously and diligently pursue the remedy at all times until the default(s) is cured. In the case of a dispute as to whether Developer has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 8.5 of this Agreement.

6.1.3 Failure to Cure Default Procedures. If after the cure period has elapsed (Sections 5.5 and 6.1.2), the Planning Director finds and determines that Developer, or its Transferees, successors, and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Planning Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If, after the public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or its Transferees, successors, and/or assigns, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Developer and its Transferees, successors, and/or assigns shall be entitled to appeal that finding and determination to the City Council in accordance with Section 8.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating the Los Angeles City Charter.

6.1.4 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, relating solely to the defaulting Developer or Transferee and such defaulting party's portion of the Property after such final determination of the City Council or, where no appeal is taken after the expiration of the appeal periods described in Section 8.3 relating to the defaulting party's rights and obligations. There shall be no termination or modification of this Agreement unless the City Council acts pursuant to Section 8.3.

6.2 Default by the City.

6.2.1 Default. In the event the City defaults under the provisions of this Agreement, Developer and Transferee shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided that Developer or Transferee, as the case may be, has first complied with the procedures in Section 6.2.2. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

6.2.2 Notice of Default. Developer or Transferee, as the case may be, shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue the remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 8.5 of this Agreement.

6.2.3 No Monetary Damages. It is acknowledged by the Parties that the City would not have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. The Parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify the exposure. Therefore, the Parties agree that each of the Parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement, except that the Parties shall not be liable in monetary damages and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement.

7. MORTGAGEE RIGHTS

7.1 Encumbrances on the Property. The Parties hereto agree that this Agreement shall not prevent or limit the Developer from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing (“Mortgage”) with respect to the construction, development, use or operation of the Project and parts thereof. The Planning Department acknowledges that the lender(s) providing such Mortgages may require certain Agreement interpretations and modifications and agrees, upon request, from time to time, to meet with the Developer and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The Planning Department will not unreasonably withhold, delay or condition its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

7.2 Mortgagee Protection. To the extent legally permissible, this Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. Any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by the holder of a Mortgage (a “Mortgagee”), pursuant to foreclosure, trustee’s sale, deed in lieu of foreclosure, lease or sublease termination or otherwise, shall be subject to all of the terms and conditions of this Agreement except that any such Mortgagee, including its

affiliate, who takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

7.3 Mortgagee Not Obligated. Notwithstanding the provisions of this Section 7, Mortgagee will not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of the Developer or other affirmative covenants of the Developer hereunder, or to guarantee such performance, except that the Mortgagee and its successor shall have no vested right to develop the Project without fully complying with the terms of this Agreement and executing and delivering to the City, in a form and with terms reasonably acceptable to the City, an assumption agreement of Developer's obligations hereunder.

7.4 Request for Notice to Mortgage. The Mortgagee of any Mortgage encumbering the Property, or any part or interest thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices shall be entitled to receive written notification from the City of any notice of non-compliance by Developer in the performance of Developer's obligations under this Agreement.

7.5 Mortgagee's Time to Cure. If the City timely receives a written request from a Mortgagee requesting a copy of any notice of non-compliance given to Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of non-compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance for a period of sixty (60) days after the Mortgagee receives written notice of non-compliance, or any longer period as is reasonably necessary by mutual consent of the City and the Mortgagee provided that Mortgagee shall continuously and diligently pursue the remedy at all times until the item of non-compliance is cured. Notwithstanding anything to the contrary contained herein, no notice of non-compliance given to Developer by the City shall be valid unless and until the City has complied with its obligations under Section 7.4 and this Section 7.5.

7.6 Disaffirmation. If this Agreement is terminated as to any portion of the Property by reason of (i) any default or (ii) as a result of a bankruptcy proceeding, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Developer or its Property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section.

8. GENERAL PROVISIONS

8.1 Effective Date. This Effective Date of this Agreement shall be the date on which the Agreement is attested by the City Clerk of the City of Los Angeles after execution by the Property Owner and the Mayor of the City of Los Angeles.

8.2 Term. The Term of this Agreement shall commence on the Effective Date and shall extend for a period of twenty (20) years after the Effective Date, unless said Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of this Term, this Agreement shall

terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Property, approved concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or from any actions pursuant to Section 8.5 (Dispute Resolution), or from any litigation related to the Project or Project Approvals, this Agreement or the Property.

8.3 Appeals to City Council. Where an appeal by Developer or its Transferees, as the case may be, to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, such appeal shall be taken, if at all, within fourteen (14) days after the mailing of such finding and/or determination to Developer, or its successors, transferees, and/or assignees, as the case may be. The City Council shall act upon the finding and/or determination of the Planning Commission eighty (80) days after such mailing, or within such additional period as may be agreed upon by the Developer or its Transferees, as the case may be, and the City Council. The failure of the City Council to act shall not be deemed to be a denial or approval of the appeal, which shall remain pending until final City Council action.

8.4 Enforced Delay; Extension of Time of Performance. In addition to the specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: pandemic; labor disputes or strikes; war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs [such as the Annual Review]); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which are not within the reasonable control of the Party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Developer or, if not dismissed within ninety (90) days, by any third parties against Developer. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

8.5 Dispute Resolution.

8.5.1 Dispute Resolution Proceedings. The Parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development

agreements; or (b) any other manner of dispute resolution which is mutually agreed upon by the Parties.

8.5.2 Arbitration. Any dispute between the Parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by an arbitrator who must be a former judge of the Los Angeles County Superior Court or Appellate Justice of the Second District Court of Appeals or the California Supreme Court. This arbitrator shall be selected by mutual agreement of the Parties.

8.5.2.1 Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Section 638, *et seq.*, or under such other procedures as are agreeable to both Parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

8.5.3 Extension of Term. The Term of this Agreement as set forth in Section 8.2 shall automatically be extended for the period of time in which the parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

8.5.4 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto. Notwithstanding the above, the City's right to seek specific performance shall be specifically limited to compelling Developer to complete, demolish or make safe any particular improvement(s) on public lands which is required as a Mitigation Measure or condition of approval. Developer shall have no liability (other than the potential termination of this Agreement) if the contemplated development fails to occur.

8.5.5 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, and the venue for any legal actions brought by any Party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions.

8.6 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement and any Mortgagee of notice pursuant to Section 7.4 in accordance with Government Code Section 65868, and any Transferee of the Property or any portion thereof. Any amendment to this Agreement which relates to the Term, permitted uses, substantial increase in the density or intensity of use, and is not considered a Substantially Conforming Change (as defined in Section 4.2.5 of this Agreement), shall require notice and public hearing before the Parties may execute an amendment thereto. The City hereby agrees to grant priority processing status to any Developer-initiated request(s) to amend this Agreement. The City will use all reasonable and good faith efforts to schedule any noticed public hearings required to amend this Agreement before the Planning Commission and/or City Council as soon as

practicable. Developer, or a Transferee as applicable, shall reimburse the City for its actual costs, reasonably and necessarily incurred, to review any amendments requested by Developer or a Transferee, including the cost of any public hearings.

8.7 Assignment. The Property, as well as the rights and obligations of Developer under this Agreement, may not be transferred or assigned, in whole or in part, by Developer to a Transferee without the sole consent of the City, subject to the conditions set forth below in Sections 8.7.1.1 and 8.7.1.2. Upon such assignment the assignor shall be released from the obligations so assigned. For the avoidance of doubt, transfers to affiliates and indirect transfers in the Property shall not require the City's consent hereunder.

8.7.1 Conditions of Assignment. No such assignment shall be valid until and unless the following occur:

8.7.1.1 Written Notice of Assignment Required. Developer, or any successor transferor, gives prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identity of the assignee or Transferee, including copies of the Articles of incorporation in the case of corporations, articles of organization in the case of limited liability companies, and the names of individual partners in the case of partnerships. Any failure by Developer or any successor transferor to provide the notice shall be curable in accordance with the provisions in Section 6.1.

8.7.1.2 Automatic Assumption of Obligations. Unless otherwise stated elsewhere in this Agreement to the contrary, a Transferee of the Property or any portion thereof expressly and unconditionally assumes all of the rights and obligations of this Agreement transferred or assigned by Property Owner and which are expressly set forth in the applicable Assignment Agreement.

8.7.2 Liability Upon Assignment. Each Transferee of any portion of the Property shall be solely and only liable for performance of such Transferee's obligations applicable to its portion of the Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Property together with any obligations assignable under this Agreement, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations so assumed and shall have the rights of a "Developer" under this Agreement, which such rights and obligations shall be set forth specifically in the Assignment Agreement, executed by the transferring Developer, and the Transferee, as of the date of such transfer, assignment or conveyance of the applicable portion of the Property. The failure of a Transferee of any portion of the Property to perform such Developer's obligations set forth in the applicable Assignment Agreement may result, at the City's option, in a declaration that this Agreement has been breached and the City may, but shall not be obligated to, exercise its rights and remedies under this Agreement solely as it relates to the defaulting Transferee's portion of the Property as provided for in Section 6.1 hereof, subject to such defaulting Transferee's right to notice and opportunity to cure the default in accordance with the provisions of Section 6.1 hereof. Any partial termination of this Agreement as it relates to that Transferee's holding is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

8.7.3 Release of Property Owner. With respect to a transfer and assignment of the Developer's interest in the Property and the related rights and obligations hereunder, upon the effective date of any such transfer and assignment, as evidenced by the execution of an Assignment Agreement pursuant to this Section 8.7.3 between Developer and the Transferee and delivery of such Assignment Agreement to the City, Developer shall automatically be released from any further obligations to the City under this Agreement with respect to the Property so transferred.

8.7.4 Release of Property Transferee. A Transferee shall not be liable for any obligations to the City under this Agreement relating to any portion of the Property other than that portion transferred to such Transferee, and no default by a Developer under this Agreement with respect to such other portions of the Property shall be deemed a default by such Transferee with respect to the portion of the Property transferred to such Transferee.

8.8 Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, subject to any Assignment Agreement (if applicable) and the burdens and benefits hereof shall bind and inure to the benefit of the Parties hereto and all successors and assigns of the Parties, including any Transferee of Developer.

8.9 Cooperation and Implementation.

8.9.1 Processing. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the Planning Department shall commence and process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with state law and the terms of this Agreement. Developer shall, in a timely manner, provide the Planning Department with all documents, plans, fees and other information necessary for the Planning Department to carry out its processing obligations pursuant to this Agreement.

8.9.2 Other Governmental Permits. Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Developer in its endeavors to obtain such permits and approvals. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Developer or Transferee, as the case may be, except where Developer or Transferee, as the case may be, has notified the City in writing, prior to the City entering into an agreement, that it does not desire for the City to execute an agreement.

8.9.3 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending said action. Developer and the City agree to cooperate in any legal action seeking specific performance, declaratory relief or injunctive relief, to set court dates at the earliest practicable date(s) and not to cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

8.9.4 Relationship of the Parties. It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that Developer is an independent contractor and not an agent of the City. Further, the City and Developer hereby renounce the existence of any form of agency, joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Developer agents of one another or as joint venturers or partners.

8.9.5 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the terms of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through operating memoranda approved in writing by City and Developer, which, after execution, shall be attached hereto and become part of this Agreement, and the same may be further clarified from time to time as necessary with future written approval by City and the Developer. Operating memoranda are not intended to and cannot constitute an amendment to this Agreement or allow a subsequent Discretionary Action to the Project but are mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized, upon consultation with, and approval by, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 8.6 above. The authority to enter into such operating memoranda is hereby delegated to the Planning Director (or their designee) who is hereby authorized to execute any operating memoranda hereunder without further City action.

8.9.6 Certificate of Performance. Upon the completion of the Project, or upon performance of this Agreement or its earlier revocation and termination, the City shall provide the Developer, upon the Developer's request, with a statement ("Certificate of Performance") evidencing said completion or revocation and the release of the Developer from further obligations hereunder, except for any ongoing obligations hereunder. The Certificate of Performance shall be signed by the appropriate agents of the Developer and the City and shall be recorded in the official records of Los Angeles County, California. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code Section 8182.

8.10 Indemnification.

8.10.1 Obligation to Defend, Indemnify, and Hold Harmless. The Developer hereby agrees to defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding ("Proceeding") against the City or its agents, officers, or employees (a) to set aside, void, or annul all or any part of this Agreement or any Project Approval or (b) for any damages, personal injury or death that may arise, directly or indirectly, from the Developer or the Developer's contractors, subcontractors, agents or employees operations in connection with the construction of the Project, whether operations be by the Developer or any of the Developer's contractors, subcontractors, by anyone or more persons directly or indirectly employed by, or acting as an agent for, the Developer or any of the Developer's contractors or subcontractors. In the event that the City, upon being served with a lawsuit or other legal process to set aside, void or annul all or part of any Project Approval, fails

to promptly notify the Developer in writing of the Proceeding, or fails to cooperate fully in the defense of the Proceeding, the Developer shall thereafter be relieved of the obligations imposed in this Section 8.10. However, if the Developer has actual written notice of the Proceeding, it shall not be relieved of the obligations imposed hereunder, notwithstanding the failure of the City to provide prompt written notice of the Proceeding. The City shall be considered to have failed to give prompt written notification of a Proceeding if the City, after being served with a lawsuit or other legal process challenging the Project Approvals, unreasonably delays in providing written notice thereof to the Developer. As used herein, “unreasonably delay” shall mean any delay that materially adversely impacts Developer’s ability to defend the Proceeding. The obligations imposed in this Section 8.10 shall apply notwithstanding any allegation or determination in the Proceedings that the City acted contrary to applicable laws. Nothing in this Section shall be construed to mean that the Developer shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, its intentional misconduct or gross negligence in the performance of this Agreement.

8.10.2 Defending the Project Approvals. The Developer shall have the right, but not the obligation, to timely retain legal counsel to defend against any proceeding to set aside, void, or annul all or any part of any Project Approval, including without limitation a lawsuit to challenge a Project Approval or this Agreement based on an alleged violation of CEQA. The City shall have the right, if it so chooses, to defend the Proceeding utilizing in-house legal staff, or to retain outside legal counsel. Whether the City utilizes in-house legal staff or outside legal counsel, the Developer shall be liable for all legal costs, fees and expenses reasonably incurred by the City in defending a challenge to the Project Approvals. Provided that the Developer is not in breach of the terms of this Section, the City shall not enter into any settlement of the Proceeding that involves the modification of any Project Approval or otherwise results in the Developer incurring liabilities or other obligations, without the consent of the Developer.

8.10.3 Breach of Obligations. Actions constituting a breach of the obligations imposed in this Section 8.10 shall include, but not be limited to: (a) the failure to promptly pay the City for any attorneys’ fees or other legal costs for which the City is liable pursuant to a judgment or settlement agreement in the Proceeding seeking to set aside, void or annul all or part of any Project Approval; or (b) the breach of any other obligation imposed in this Section 8.10, in each case after written notice from the City and a reasonable period of time in which to cure the breach, not to exceed thirty (30) days. In the event that the Developer breaches the obligations imposed in this Section 8.10, the City shall have no obligation to defend against the Proceedings, and by not defending against the Proceedings, the City shall not be considered to have waived any rights in this Section 8.10.

8.10.4 Waiver of Right to Challenge. The Developer hereby waives the right to challenge the validity of the obligations imposed in this Section 8.10.

8.10.5 Survival. The obligations imposed in this Section 8.10 shall survive any judicial decision invalidating the Project Approvals.

8.11 Notices. Any notice or communication required hereunder between the City or Developer must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed

to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:

City of Los Angeles
Attention: Director of Planning
200 North Spring Street
Los Angeles, CA 90012

with a copy to:

Los Angeles City Attorney's Office
Real Property/Environment Division
7th Floor, City Hall East
200 North Main Street
Los Angeles, CA 90012

If to the Developer:

Television City Studios, LLC
Attention: Mr. Brent Iloulian
7800 Beverly Boulevard
Los Angeles, CA 90036

with copies to:

Television Studios, LLC
Attention: General Counsel
4060 Ince Boulevard
Culver City, CA 90232

Park & Velayos LLP
Attention: Francis Y. Park, Esq.
801 S. Figueroa Street, Suite 450
Los Angeles, CA 90017

8.12 Recordation. As provided in Government Code Section 65868.5, this Agreement shall be recorded with the Register-Recorder of the County of Los Angeles within ten (10) days following its execution by all Parties. Developer shall provide the City Clerk with the fees for such recording prior to or at the time of such recording should the City Clerk effectuate recordation.

8.13 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

8.14 Successors and Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property and their respective Transferees, successors and assignees.

8.15 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the

remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.16 Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

8.17 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

8.18 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Developer and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

8.19 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

8.20 Legal Advice; Neutral Interpretation; Headings, Table of Contents, and Index. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

8.21 Duplicate Originals. This Agreement is executed in duplicate originals, each of which is deemed to be an original, but all of which together shall constitute one instrument. This Agreement, not counting the Cover Page, Table of Contents, Index, or signature page, consists of [XX] pages and [five (5)] Exhibits which constitute the entire understanding and agreement of the Parties.

(signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF LOS ANGELES, a municipal corporation of the State of California

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Ms. Karen Bass, Mayor

By: _____
Laura Cadogan Hurd, Deputy City Attorney

DATE:

DATE:

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy

DATE:

Television City Studios, LLC

APPROVED AS TO FORM:

Park & Velayos LLP

By: _____
Name: Brent Iloulian
Title: Authorized Signatory

By: _____
Francis Y. Park, Esq.

DATE:

DATE:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

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

PARCEL A:

LOT 1 OF TRACT NO. 15680, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 424 PAGES 3 AND 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

THAT PORTION OF THE RANCHO LA BREA, PARTLY WITHIN AND PARTLY WITHOUT THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 289 AND 290 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF BEVERLY BOULEVARD, 100.00 FEET WIDE, WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF GENESEE AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 5177, RECORDED IN BOOK 109 PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID BEVERLY BOULEVARD, 366.21 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE INSTITUTE OF THE AERONAUTICAL SCIENCES, RECORDED IN BOOK 21553 PAGE 68, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED, TO THE SOUTHWESTERLY CORNER OF SAID LAND; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID BEVERLY BOULEVARD, 366.18 FEET, MORE OR LESS, TO A POINT IN SAID SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID GENESEE AVENUE THAT IS DISTANT SOUTHERLY 483.73 FEET FROM THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID GENESEE AVENUE 483.73 FEET TO THE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF THE RANCHO LA BREA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 289 AND 290 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO PAN PACIFIC AUDITORIUM, INC., A CORPORATION RECORDED IN BOOK 15347 PAGE 179, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 89° 48' 30" WEST, PARALLEL WITH THE SOUTHERLY LINE OF BEVERLY BOULEVARD, 100.00 FEET WIDE, 647.82 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF GENESEE AVENUE, 60.00 FEET WIDE, AS SHOWN ON THE MAP OF TRACT NO. 5177, RECORDED IN BOOK 109 PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THAT IS DISTANT SOUTHERLY 889.08 FEET FROM THE SOUTHERLY LINE OF SAID BEVERLY BOULEVARD; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION OF SAID WESTERLY LINE OF SAID GENESEE AVENUE, 405.35 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID BEVERLY BOULEVARD, 366.18 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE INSTITUTE OF THE AERONAUTICAL SCIENCES, RECORDED IN BOOK 21553 PAGE 68, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LAND DESCRIBED IN SAID DEED TO THE INSTITUTE OF THE AERONAUTICAL SCIENCES TO THE SOUTHEASTERLY CORNER THEREOF; THENCE SOUTHERLY 404.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS MORE PARTICULARLY DESCRIBED AND CREATED BY THAT CERTAIN INSTRUMENT ENTITLED "QUITCLAIM OF EASEMENTS, GRANT OF EASEMENTS AND DECLARATION OF RECIPROCAL RIGHTS, OBLIGATIONS AND EASEMENTS" RECORDED SEPTEMBER 12, 2000 AS INSTRUMENT NO. 00-1430068, OFFICIAL RECORDS, AS AMENDED BY INSTRUMENT ENTITLED "FIRST AMENDMENT TO QUITCLAIM OF EASEMENTS, GRANT OF EASEMENTS AND DECLARATION OF RECIPROCAL RIGHTS, OBLIGATIONS AND EASEMENTS" RECORDED MAY 15, 2003 AS INSTRUMENT NO. 03-1384639, OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED LAND:

A PORTION OF LOTS 4, 5 AND 6 OF TRACT NO. 45628, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 1265 PAGES 33 TO 39 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4 OF SAID TRACT NO. 45628, AS SHOWN ON SAID MAP FILED IN BOOK 1265 PAGES 33 TO 39 INCLUSIVE OF MAPS, IN SAID RECORDER'S OFFICE, SAID CORNER LYING ON THE WESTERLY LINE OF THE GROVE DRIVE, 60.00 FEET IN WIDTH, AS SHOWN ON SAID MAP; THENCE ALONG SAID WESTERLY LINE OF THE GROVE DRIVE SOUTH 0° 00' 53" WEST 19.19 FEET TO A LINE LYING 19.19 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES FROM, THE NORTHERLY LINE OF SAID LOT 4, 5 AND 6; THENCE ALONG SAID PARALLEL LINE SOUTH 89° 47' 40" WEST 283.75 FEET, THENCE SOUTH 89° 59' 13" WEST 265.80 FEET; THENCE SOUTH 0° 05' 35" EAST 1.97 FEET; THENCE SOUTH 89° 47'

40" WEST 35.81 FEET; THENCE NORTH 36° 10' 19" WEST 25.05 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID LOT 6 LYING THEREON NORTH 89° 47' 40" EAST 7.20 FEET FROM THE EASTERLY NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG SAID NORTHERLY LINE OF LOTS 4, 5 AND 6 NORTH 89° 47' 40" EAST 600.12 FEET TO SAID POINT OF BEGINNING.

APN: 5512-001-003 and 5512-002-001 and 5512-002-002 and 5512-002-009

DRAFT

EXHIBIT "B"

LEGAL DESCRIPTION OF THE ANNEXATION PROPERTY

THAT PORTION OF THE RANCHO LA BREA, BEING LOS ANGELES COUNTY DESIGNATED LAND SURROUNDED BY CITY OF LOS ANGELES DESIGNATED LAND, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGES 289 AND 290 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF GENESEE AVENUE, 60.00 FEET WIDE, AND BEVERLY BOULEVARD, 100.00 FEET WIDE, AS SHOWN ON TRACT NO. 15680, AS PER MAP RECORDED IN BOOK 424 PAGES 3 AND 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 89°53'51" WEST, 30.00 FEET ALONG SAID CENTERLINE OF BEVERLY BOULEVARD TO THE INTERSECTION WITH THE EASTERLY TRACT LINE OF SAID TRACT 15680, PRODUCED NORTHERLY; THENCE SOUTH 00°06'15" WEST, 50.00 FEET ALONG SAID PRODUCED LINE TO THE SOUTHERLY RIGHT-OF-WAY OF SAID BEVERLY BOULEVARD, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID TRACT 15680 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE THE FOLLOWING NUMBERED COURSES:

1. NORTH 89°53'51" EAST, 275.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE INTERSECTION WITH THE CITY OF LOS ANGELES BOUNDARY LINE AS DESCRIBED IN ORDINANCE NO. 95489, RECORDED NOVEMBER 4, 1949;
2. SOUTH 00°06'15" WEST, 100.00 FEET ALONG SAID BOUNDARY LINE;
3. SOUTH 89°53'51" WEST, 275.00 FEET, CONTINUING ALONG SAID BOUNDARY LINE, PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY OF BEVERLY BOULEVARD TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT NO. 15680;
4. NORTH 00°06'15" EAST, 100.00 FEET ALONG SAID EASTERLY LINE TO THE TRUE POINT OF BEGINNING.

CONTAINING: 0.631 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORDS, IF ANY.

EXHIBIT "C"

DEPICTION OF THE ANNEXATION PROPERTY

DRAFT

EXHIBIT "D"
SPECIFIC PLAN

DRAFT

EXHIBIT "E"

VESTING TENTATIVE TRACT MAP

DRAFT